



**COLUMBIA CITY COUNCIL MEETING AGENDA  
TUESDAY, DECEMBER 3, 2019**

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**The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, December 3, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.**

The Honorable Mayor Stephen K. Benjamin

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

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

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

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

**WORK SESSION - 2:00 P.M.**

**CALL TO ORDER**

**INVOCATION**

**CITY COUNCIL DISCUSSION**

1. 2019 Federal Legislative Update - Mr. Ralph Garboushian, CapitalEdge, LLC
2. 2019 State Legislative Update - Mr. Kyle Michel, Esq., Michel Law Firm

**EXECUTIVE SESSION**

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

*Constan Carwash*

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

*~~External Auditors~~  
Legal Update 2019*

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

*Finlay Park  
2221 Devine Street*





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

*Farrow Road Opportunity*

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

*Development Corporations  
City Manager and City Attorney Evaluations*

**COUNCIL MEETING - 6:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ADOPTION OF THE AGENDA**

**PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA**

**CONSENT AGENDA ITEMS 7 THROUGH 16**

8. Council is asked to approve the purchase of Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone OnDemand, Inc. in the amount of \$60,415.22. This firm is located in Santa Monica, CA.

*Funding Source: Program Management Office - Software Licenses (6218950-627510). The original budget amount is \$70,000.00.*

9. Council is asked to approve the purchase of a 2020 Isuzu NRR 19,500 Gross Vehicle Weight Rating Chassis with 18' Landscaper Body, as requested by Columbia Water. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract in the amount of \$66,287.00. This vendor is located in Watsonville, CA.

*Funding Source: Utilities Wastewater Management - Auto Trucks, Heavy Equipment Capital (5516205-658500). The original budget amount is \$66,287.00.*



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10. Council is asked to approve an Engineering Agreement for Project WM4484; Water Valve and Hydrant Survey, as requested by Columbia Water. Award to Chao and Associates, a Local Business Enterprise, in the amount of \$759,761.71. This firm is located in Columbia, SC.

*Funding Source: 5516203-WM4484-638200. The original budget amount is \$500,000.00. Remaining funding will be allocated through the 2020-2021 O&M budget.*

11. Ordinance No.: 2019-085 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71, Permit, indemnification and insurance requirements for work affecting streets or other public property to add (e) Outdoor dining encroachments

*Commercial Corridor Redevelopment Program action item - First reading approval was given on November 25, 2019.*

12. Ordinance No.: 2019-092 Granting an encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 1300 block of Bower Parkway adjacent to 350 Harbison Boulevard, 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, and 5300 Block of Forest Drive adjacent to 5340 Forest Drive for the installation and maintenance of bus Shelters, Lexington County TMS#002898-01-031, and Richland County TMS#11505-05-01 and 16706-04-09

*First reading approval was given on November 25, 2019.*

13. Ordinance No.: 2019-095 Authorizing the City Manager to sign a lease between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane

*First reading approval was given on November 25, 2019.*

14. Ordinance No.: 2019-096 Authorizing the City Manager to execute an Eighth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

*First reading approval was given on November 25, 2019.*



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15. Ordinance No.: 2019-098 amend Sec. 3-352 Definitions, Employer (Conviction-Wage History)

*First reading approval was given on November 25, 2019.*

16. Ordinance No.: 2019-099 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) Nuisances affecting public health

*First reading approval was given on November 25, 2019.*

17. Resolution No.: R-2019-100 Authorizing consumption of beer and wine only at the Sola Station and Canal Side Sign Lighting Party at Canalside on Thursday, December 5, 2019 with a rain contingency date of Friday, December 6, 2019

### **PRESENTATIONS**

18. Support for the Representation of Women in Downtown Street Names, Markers, and Memorials - Dr. Chris Hass, Center for Inquiry
19. The Hunger Project - Dr. Tamara L. Burk, Director and Ms. Lauren Fleming, M.A., Program Manager / Center for Leadership & Social Change

### **ORDINANCES - SECOND READING**

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

*Commercial Development Incentive Program - First reading approval was given on November 25, 2019.*

21. Ordinance No.: 2019-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02)

*Commercial Development Incentive Program - First reading approval was given on November 25, 2019.*



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22. Ordinance No.: 2019-093 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06, 11204-02-07 and 11204-02-42)

*Commercial Development Incentive Program - First reading approval was given on November 25, 2019.*

23. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Ordinance No.: 2019-088 Annexing 4.91 acres, Woodcreek Farms Road and 0.17 acres W/S Woodcreek Farms Road, Richland County TMS# 25800-03-47 and 25800-03-28 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request recommendation to annex, assign land use classification of Neighborhood Activity Corridor (AC-1) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: PD Limited, LLC and Woodcreek Development, LLC

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

PC Recommendation: 10/07/2019; Assign Interim Land Use and Interim Zoning Approval (7-0)

*First reading approval was given on November 25, 2019.*



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24. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 118 Woodcreek Ridge Drive; TMS# 25716-02-03

Ordinance No.: 2019-090 Annexing 118 Woodcreek Ridge Drive, Richland County TMS# 25716-02-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County

Applicant: Cascata Development, LLC

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

PC Recommendation: 10/07/2019; Assign Interim Land Use and Interim Zoning Approval (7-0)

*First reading approval was given on November 25, 2019.*

**ORDINANCES - FIRST READING**

25. Ordinance No.: 2019-103 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-65 & CF#288-11
26. Ordinance No.: 2019-104 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11



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

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

Council District: 4

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

Applicant: Gallion Group, Inc.

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

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

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

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

Council District: 1

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

Applicant: Pantry Express, LLC

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

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



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**RESOLUTIONS**

- 29. Resolution No.: R-2019-104 Authorizing acceptance and dedication of that portion of a street known as Germany Street from Barhamville Road (S40-224) to the existing City portion of Germany Street at Waites Road, located in the Edgewood neighborhood of the City of Columbia; Richland County TMS#11512-01-31, n/f Richland County School District One; CF#250-436
- 30. Resolution No.: R-2019-105 Authorizing the City Manager to execute a Maintenance and Security Agreement between Richland County and the City of Columbia for Gills Creek (Section A) Greenway

**OTHER MATTERS**

- 31. Council is asked to approve a request for funding from Experience Columbia, as requested by The Honorable Mayor Stephen K. Benjamin.
- 32. Council is asked to approve the Proposed Meeting Schedule for 2020.

**APPOINTMENTS**

- 33. Climate Protection Action Committee
- 34. Design Development Review Commission

**CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION**

**CITY COUNCIL COMMITTEE REPORTS/REFERRALS**

**APPEARANCE OF THE PUBLIC**

**ADJOURNMENT**



**We Are Columbia**

**Together we will build a world-class city**

# FEDERAL LEGISLATIVE UPDATE

DECEMBER 2019



## OVERVIEW

### ¡ BUDGET & TAX ISSUES

- ¡ FY 2020 - FY 2021 Budget Agreement
- ¡ FY 2020 Appropriations
- ¡ Tax Extenders
- ¡ Opportunity Zones
- ¡ Advance Refunding

### ¡ TRANSPORTATION

- ¡ Increased STBG Funds for FY 2018 - FY 2020
- ¡ Local Priorities for Reauthorization

## OVERVIEW - continued

### ¡ LOCAL AUTHORITY/REGULATION

- ¡ Telecommunications
- ¡ Community Reinvestment Act
- ¡ Disaster Relief

### ¡ HOUSING

- ¡ Emerging Issues: Local Challenges and Opportunities

### ¡ EECBG

### ¡ DISASTER ASSISTANCE

### ¡ 2020 CENSUS

## 116<sup>TH</sup> CONGRESS, 2<sup>ND</sup> SESSION: KEY DATES

- i January: 2<sup>nd</sup> Sessions Begins
- i January: US Conference of Mayors Winter Meeting
- i January –February: Complete work on FY 2020 spending?
- i March: National League of Cities Meeting
- i March – September: FY 2020 Appropriations Process
- i September 30: FAST Act Expires
- i October 1: FY 2020 begins
- i November 3: Election Day
- i December: Target Adjournment

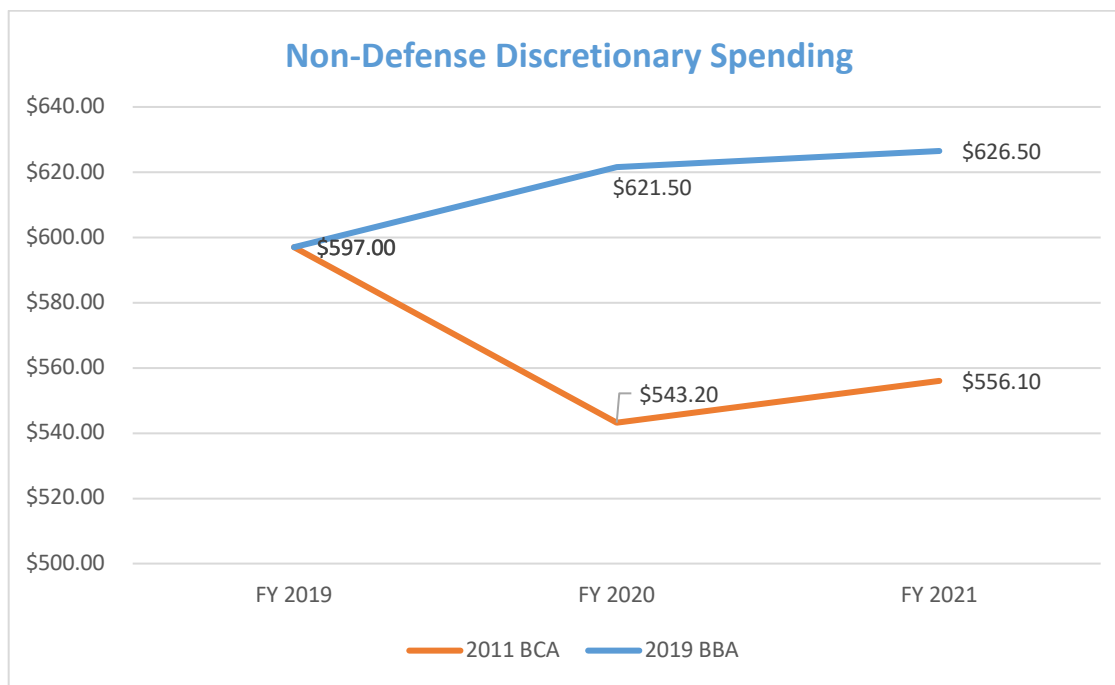
## QUESTIONS & COMMENTS



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## BIPARTISAN BUDGET ACT OF 2019 (PL 116-37)



### Overview

In late July, the President and the congressional leadership reached a two-year budget agreement.

The budget agreement has two primary components. It:

- Suspends the statutory federal debt limit through July 31, 2021 and
- Increases the sequester-level spending caps set by the 2011 Budget Act for discretionary spending, avoiding cuts of 9 percent to non-Defense discretionary spending and 11 percent to Defense discretionary spending.

Unlike previous agreements to waive the sequester-level spending caps set by the 2011 Budget Act, HR 3877 only offsets \$77.3 billion the \$320.3 billion increase in the discretionary spending caps.

- Most of the offsets will come in FY 2028 and FY 2029, imposing a sequester of some mandatory spending into those two fiscal years and extending some Customs users fees into those two fiscal years.

The deal puts an end to the almost decade-long impact of the 2011 Budget Control Act (BCA).

- The BCA was part of a “grand bargain” reached between the Obama Administration and House Republicans.
- The tight budget caps on discretionary spending (about one-third of the annual budget) for 2011 through 2021 were imposed as a “poison pill” in order to get Congress to address entitlement spending, but that never happened.
- Faced with the automatic across-the-board cuts (sequestration) that the BCA would have brought on, Congress and Administrations boosted discretionary funding four times in the last several years to avoid them.
- Only in 2013 did sequestration take place for discretionary programs.

#### Discretionary Spending,

The budget agreement increases the sequester-level spending caps set by the 2011 Budget act by \$320.3 billion for FY 2020 and FY 2021.

More specifically, the bill:

- Increases the FY 2020 non-Defense discretionary spending cap by \$78.3 billion from the 2011 Budget Act level of \$543.2 billion to \$621.5 billion, an increase of \$27 billion or 4.3 percent from the FY 2019 level, and
- Increases the FY 2021 non-Defense discretionary spending cap by \$70.4 billion from the 2011 Budget Act level \$556.1 billion to \$626.5 billion.

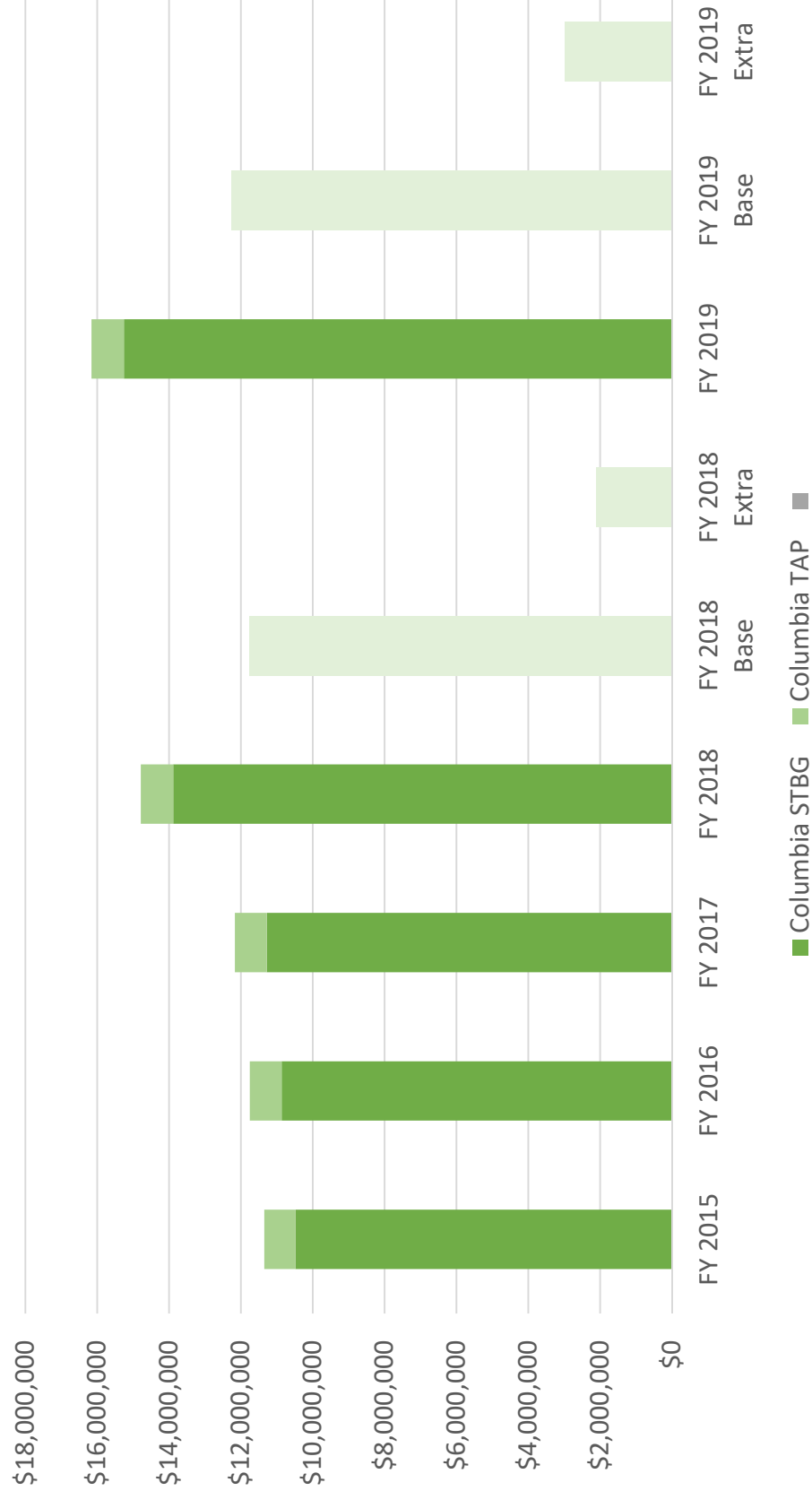
Broadly speaking, the agreement splits the difference between the sequester-level spending caps and the levels that the House Appropriations Committee had been working with.

- The agreement does not include funding for specific line items or programs.
- Congress will still have to finalize funding for specific programs via the final FY 2020 appropriations bills (or a single omnibus appropriations bills or a series of minibus appropriations bills).

In FY 2020, discretionary spending will account for \$1.37 trillion (or 29 percent) of \$4.65 trillion in federal spending.

- ***Non-Defense discretionary spending*** will account for \$621.5 billion (or 13.5 percent) of federal spending in FY 2020.

**FAST Act**  
**Columbia UZA Sub-Allocated Highway Funds**



**FAST Act**  
**Columbia UZA Transit Formula Funds**





## Barriers to Housing Expansion Potential Impacts on Local Governments

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Affordable housing is increasingly garnering the attention of federal officials and lawmakers. A common theme in many federal discussions on this issue is that local zoning and planning (and other local laws and regulations) are a barrier to affordable housing.

Members of both parties are pushing that narrative, including HUD Secretary Ben Carson, whose negative comments about local zoning and land in a Wall Street Journal article garnered widespread attention among affordable housing advocates. President Obama voiced concerns about local barriers to affordable housing several times in his final few years in office and almost all of the Democratic Presidential candidates have released housing plans that address local zoning and planning and include both "carrots" and "sticks" to encourage local governments to act. In addition, several bipartisan bills have been introduced in Congress that aim to encourage local changes.

In July, 2019, President Trump Executive Order establishing the White House Council on Eliminating Regulatory Barriers to Affordable Housing. The key passage from the Order, with items of interest bolded:

*Driving the rise in housing costs is a lack of housing supply to meet demand. Federal, State, local, and tribal governments impose a multitude of regulatory barriers — laws, regulations, and administrative practices — that hinder the development of housing. These regulatory barriers include: **overly restrictive zoning and growth management controls**; rent controls; **cumbersome building and rehabilitation codes**; excessive energy and water efficiency mandates; **unreasonable maximum-density allowances**; **historic preservation requirements**; overly burdensome wetland or environmental regulations; outdated manufactured-housing regulations and restrictions; **undue parking requirements**; cumbersome and time-consuming permitting and review procedures; tax policies that discourage investment or reinvestment; overly complex labor requirements; and inordinate impact or developer fees. These regulatory barriers increase the costs associated with development, and, as a result, drive down the supply of affordable housing. They are the leading factor in the growth of housing prices across metropolitan areas in the United States. Many of the markets with the most severe shortages in affordable housing contend with the most restrictive State and local regulatory barriers to development.*

Emily Badger at the New York Times is perhaps the best reporter covering this issue. Her article on the Executive Order:

<https://www.nytimes.com/2019/06/26/upshot/trump-regulations-build-new-housing.html>

The Hill ran an editorial stating that local zoning and land use are not the only barriers to affordable housing:

<https://thehill.com/opinion/civil-rights/469009-zoning-is-not-the-answer-to-all-our-housing-problems>

This article from Curbed also provides good background on the issue:

<https://www.curbed.com/2019/7/22/20699372/yimby-cory-booker-elizabeth-warren-election-2020>

We expect that this debate will heat up in the coming months and years. As stated above, the issue of local barriers to affordable housing has drawn a lot of attention from both sides of the aisle. It was once an obscure issue but it has moved to the forefront. One could argue that last year's mayoral election in San Francisco was essentially a NIMBY ("not in my backyard") versus YIMBY ("yes in my backyard") election, with the YIMBY candidate winning. In the District of Columbia, where most residents and voters are "progressives" who are in almost unanimous agreement on national issues, this issue roils local politics; the split is largely a generational one and the debate is often venomous.

In California, the debate there has focused on SB 50, which would require increased density near transit:

<https://www.citylab.com/equity/2019/04/california-affordable-housing-bill-sb50-single-family-zoning/586519/>

In addition, no background piece on this issue would complete without mentioning Minneapolis. Minneapolis has received a lot of attention because the City recently eliminated single-family zoning:

<https://www.nytimes.com/interactive/2019/06/18/upshot/cities-across-america-question-single-family-zoning.html>

[https://www.washingtonpost.com/realestate/as-cities-rethink-single-family-zoning-traditional-ideas-of-the-american-dream-are-challenged/2019/06/25/8312a512-4ca3-11e9-93d0-64dbcf38ba41\\_story.html?utm\\_term=.ea4dc3eb7d99](https://www.washingtonpost.com/realestate/as-cities-rethink-single-family-zoning-traditional-ideas-of-the-american-dream-are-challenged/2019/06/25/8312a512-4ca3-11e9-93d0-64dbcf38ba41_story.html?utm_term=.ea4dc3eb7d99)

### Congress

**The Yes in My Backyard Act** (HR 4531/S 1919) introduced by Representatives Denny Heck (D-WA) and Trey Hollingsworth (R-IN) and Senators Todd Young (R-IN) and Brian Schatz (D-HI) is a good example of the various federal bills on this issue.

HR 4531/S 1919 take a stick approach: they would condition the receipt of CDBG funding on the grantee providing HUD with a report every five years on whether the grantee has adopted certain zoning and land use policies that encourage increased housing supply, has plans to adopt such zoning and land use policies, or outlines the reasons the grantee has not adopted such zoning and land use policies.

Those policies would be:

- Enacting high-density single-family and multifamily zoned areas,

- Allowing duplexes, triplexes, or fourplexes in areas zoned primarily for single-family residential homes,
- Allowing manufactured homes in areas zoned primarily for single-family residential homes,
- Allowing multifamily development in retail, office, and light manufacturing zones,
- Allowing single-room occupancy development wherever multifamily housing is allowed,
- Reducing minimum lot size,
- Reducing the number of buildings protected by historic preservation,
- Increasing the allowable floor area ratio in multifamily housing areas,
- Creating transit-oriented development zones
- Streamlining or shortening permitting processes and timelines,
- Eliminating or reducing off-street parking requirements,
- Reducing impact and utility investment fees,
- Allowing prefabricated construction,
- Reducing or eliminating minimum square footage requirements,
- Allowing the conversion of office units to apartments,
- Allowing the subdivision of single family homes into duplexes,
- Allowing accessory dwelling units, including detached accessory dwelling units, on all lots with single-family homes,
- Legalizing short-term home rentals, and
- Legalizing home-based businesses.

Note that if you read these bills closely, they would not **require** grantees to adopt these policies. They would provide grantees with the option of explaining why they have not adopted and/or do not plan to adopt such policies. (HUD Secretary Ben Carson is on the record as saying his preference would be to withhold CDBG funds from grantees that do not adopt such policies. Representative Alexandria Ocasio-Cortez (D-NY) proposal would also withhold transportation funds from recalcitrant local governments.)

#### Democratic Candidates

On what the Democratic presidential candidates are proposing, here is a summary of Senator Elizabeth Warren's (D-MA) housing plan. (We chose hers because she has introduced it as legislation and thus has a lot of specifics.)

She has formally introduced her housing proposal, the American Housing and Economic Mobility Act of 2018 (S 787); Senators Kirsten Gillibrand (D-NY) and Edward Markey (D-MA) are cosponsors. Representatives Cedric Richmond (D-LA) and Elijah Cummings (D-MD) introduced a companion bill (HR 1737) in the House; it has 14 cosponsors. Warren takes a "carrot" approach. Also note that in contrast to the Executive Order, which argues that additional funding is not the answer to affordable housing issues, she would spend considerable federal funds on housing.

The main provisions Warren's plan/bill are:

**Local Housing Innovation Grants:** authorizing \$2 billion per year through FY 2023 for competitive grants to states, metropolitan areas, and cities that reform local land use restrictions to bring down the costs of producing affordable housing and remove unnecessary barriers to building affordable housing; eligible uses would include all activities eligible under CDBG, surface transportation projects, and school modernization and repair

**Affordable Housing Infrastructure:** authorizing \$44.5 billion per year through FY 2028 for the Housing Trust Fund, \$2.5 billion per year for the Capital Magnet Fund, and creation of a Middle Class Housing Emergency Fund funded through transfers from other programs for grants to state housing finance agencies serving states with a shortage of affordable middle income housing

**Down Payment Assistance:** authorizing “such sums as may be necessary” through FY 2028 for a down payment assistance program to assist homebuyers in communities formerly segregated by law

**Communities not Recovered from the Financial Crisis:** authorizing \$2 billion in FY 2019 for a formula grant program to communities that have not recovered from the financial crisis, with grants targeted to loan modification, purchase of vacant land and foreclosed homes to enhance neighborhood property values, and loan programs to help underwater borrowers maintain or rehabilitate their home

#### **Strengthening of the Community Reinvestment Act**

**Expanding Rights under the Fair Housing Act:** in addition to source of income, would expand fair housing protection to cover gender identity, marital status, sexual orientation, and adding the term “actual or perceived” to language regarding “race or color”

**Improving Outcomes in Housing Assistance Programs:** amending the Section 8 Program to help housing voucher recipients access housing in “higher opportunity areas”

This article that provides a good summary of Warren’s bill:

<https://www.curbed.com/2018/12/11/18136027/elizabeth-warren-affordable-housing-bill>



Selected Federal Assistance Programs  
In Millions of Dollars

<http://www.capitaledge.com>



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## Agriculture

| PROGRAM                         | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|---------------------------------|---------|-------------------------------------|------------------|-------------------|
| Child & Adult Care Food Program | 3,815   | 3,840                               | 3,840            | 3,836             |
| School Breakfast Program        | 4,816   | 4,929                               | 4,929            | 4,831             |
| School Lunch Program            | 12,092  | 12,726                              | 12,726           | 12,507            |
| Summer Food Service Program     | 519     | 552                                 | 552              | 526               |
| SNAP                            | 73,477  | 69,069                              | 71,094           | 69,163            |
| WIC                             | 6,075   | 5,750                               | 6,000            | 6,000             |



## Commerce

| PROGRAM                                    | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|--------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Economic Development Administration Grants | 265     | 0                                   | 498              | 320               |
| - Public Works Grants                      | 118     |                                     | 250              | 120               |
| - Planning                                 | 33      |                                     | 35               | 33                |
| - Technical Assistance                     | 10      |                                     | 13               | 10                |
| - Trade Adjustment                         | 13      |                                     | 15               | 13                |
| - Economic Adjustment                      | 37      |                                     | 97               | 37                |
| - Regional Innovation                      | 24      |                                     | 30               | 31                |
| - Assistance to Coal Comm                  | 30      |                                     | 35               | 30                |
| - Assistance to Nuclear Closure Comm       | NA      |                                     | 17               | 5                 |
| - STEM Apprenticeship                      | NA      |                                     | 5                | 0                 |

## Education & Related Agencies

| PROGRAM                                      | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|----------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Corporation for National & Community Service | 1,083   | 103 <sup>1</sup>                    | 1,138            |                   |
| Institute of Museum & Library Services       |         |                                     |                  |                   |
| - Library Grants to States                   | 242     | 23 <sup>2</sup>                     | 267              |                   |
| - Library Leadership Grants                  | 161     |                                     | 178              |                   |
| - L Bush 21 <sup>st</sup> Century Librarian  | 13      |                                     | 13               |                   |
| - Museum Grants                              | 10      |                                     | 10               |                   |
|                                              | 48      |                                     | 61               |                   |
| 21 <sup>st</sup> Century Learning Centers    | 1,222   | 0                                   | 1,322            |                   |

<sup>1</sup> The Administration is proposing to eliminate CNCS; the appropriation would be for an orderly closeout of the agency, administration of previous grants, and the transfer of functions to the states.

<sup>2</sup> The Administration is proposing to eliminate IMLS; the appropriation would be for an orderly closeout of the agency.

## Energy & Water Resources

| PROGRAM                             | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|-------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Bureau of Reclamation Title XVI     | 59      | 3                                   | 64               | 65                |
| Bureau of Reclamation - WaterSMART  | 34      | 10                                  | 60               | 60                |
| Corps of Engineers - Construction   | 2,183   | 1,307                               | 2,337            | 2,795             |
| Corps of Engineers - Investigations | 125     | 77                                  | 135              | 155               |
| Corps of Engineers – O&M            | 3,740   | 1,930                               | 3,923            | 3,799             |
| Renewable Energy                    |         |                                     |                  |                   |
| - Solar Energy                      | 247     | 67                                  | 270              | 260               |
| - Wind Energy                       | 92      | 24                                  | 104              | 100               |
| - Water Power                       | 105     | 45                                  | 125              | 160               |
| - Geothermal Technology             | 84      | 28                                  | 90               | 115               |
| State Energy Grants                 | 55      | 0                                   | 70               | 55                |
| Sustainable Transportation          | 690     | 157                                 | 770              | 815               |
| Title 17 Loans                      | 33      | 3                                   | 33               | 32                |
| Weatherization                      | 257     | 0                                   | 290              | 304               |

Environmental Protection Agency

| PROGRAM                          | FY 2019         | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|----------------------------------|-----------------|-------------------------------------|------------------|-------------------|
| Brownfields                      | 113             | 62                                  | 105              | 85                |
| Clean Water SRLF                 | 1,694           | 1,120                               | 1,784            | 1,639             |
| Diesel Emission Reduction Grants | 87              | 10                                  | 5                | 85                |
| Drinking Water SRLF              | 1,164           | 963                                 | 1,300            | 1,126             |
| WIFIA                            | 68 <sup>1</sup> | 25 <sup>2</sup>                     | 50 <sup>3</sup>  | 73 <sup>4</sup>   |

<sup>1</sup> The appropriation can support up to \$7 billion in loans.  
<sup>2</sup> The appropriation would support up to \$4.1 billion in loans.  
<sup>3</sup> The appropriation would support up to \$5.4 billion in loans.  
<sup>4</sup> The appropriation would support up to \$6 billion in loans.

## Health & Human Services

| PROGRAM                                             | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|-----------------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Aging Services Programs                             | 2,197   | 2,032                               | 2,377            |                   |
| CDC Immunization                                    | 798     | 730                                 | 848              |                   |
| CDC State & Local Preparedness                      | 675     | 653                                 | 708              |                   |
| Child Care Block Grant                              | 5,276   | 5,276                               | 7,676            |                   |
| Community Health Centers                            | 5,626   | 5,626                               | 5,676            |                   |
| Community Services Block Grant                      | 754     | 0                                   | 796              |                   |
| Community Service Employment for<br>Older Americans | 400     | 0                                   | 464              |                   |
| Head Start                                          | 10,063  | 10,063                              | 11,563           |                   |
| Healthy Start                                       | 123     | 123                                 | 131              |                   |
| LIHEAP                                              | 3,690   | 0                                   | 3,840            |                   |
| Maternal & Child Health Block Grant                 | 678     | 661                                 | 705              |                   |
| Refugee & Entrant Assistance                        | 1,905   | 1,804                               | 2,412            |                   |
| Runaway & Homeless Youth                            | 127     | 119                                 | 147              |                   |
| Ryan White AIDS Program                             | 2,319   | 2,389                               | 2,435            |                   |
| Social Services Block Grant                         | 1,700   | 0                                   | 1,700            |                   |
| State Opioid Response Grants                        | 1,500   | 1,500                               | 1,500            |                   |

## Homeland Security

| PROGRAM                                 | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|-----------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Disaster Relief                         | 12,558  | 14,550                              |                  | 17,827            |
| Emergency Food & Shelter                | 120     | 120                                 |                  | 120               |
| Emergency Management Performance Grants | 350     | 279                                 |                  | 355               |
| Firefighter Assistance Grants           | 350     | 344                                 |                  | 355               |
| Flood Hazard Mapping                    | 263     | 100                                 |                  | 148               |
| Port Security Grants                    | 100     | 36                                  |                  | 100               |
| Rail & Transit Security Grants          | 100     | 36                                  |                  | 100               |
| SAFER Firefighter Hiring                | 350     | 344                                 |                  | 355               |
| State Homeland Security Grants          | 525     | 332                                 |                  | 525               |
| Urban Area Security Initiative          | 640     | 426                                 |                  | 600               |

## Housing & Urban Development & Related Agencies

| PROGRAM                                                    | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|------------------------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| CDBG Formula                                               | 3,300   | 0                                   | 3,600            | 3,325             |
| Choice Neighborhoods                                       | 150     | 0                                   | 300              | 100               |
| Community Development<br>Financial Institutions (Treasury) | 250     | 14 <sup>1</sup>                     | 300              | 251               |
| Homeless Assistance –<br>Continuum of Care                 | 2,219   | 2,322                               | 2,344            | 2,344             |
| Homeless Assistance –<br>Emergency Solutions Grants        | 280     | 270                                 | 290              | 280               |
| HOME                                                       | 1,250   | 0                                   | 1,750            | 1,250             |
| HOPWA                                                      | 393     | 330                                 | 410              |                   |
| Lead Hazard & Healthy Homes                                | 230     | 290                                 | 290              | 290               |
| Public Housing Capital                                     | 2,775   | 0                                   | 2,855            | 2,855             |
| Public Housing Operating                                   | 4,653   | 2,863                               | 4,753            | 4,650             |
| Section 8 Tenant-Based                                     | 22,598  | 22,244                              | 23,810           | 23,833            |
| - Administrative Fees                                      | 1,886   | 1,738                               | 1,925            | 1,977             |
| - VASH                                                     | 40      | 0                                   | 40               | 40                |
| Section 8 Project-Based                                    | 11,747  | 12,021                              | 12,590           | 12,560            |
| Section 108 Loan Limit                                     | 300     | 0                                   | 300              |                   |
| Section 202 Elderly Housing                                | 678     | 644                                 | 803              | 696               |
| Section 811 Disabled Housing                               | 184     | 157                                 | 259              | 184               |

<sup>1</sup> The Administration proposes elimination of all CDFI discretionary programs; the appropriation would allow for the administration of outstanding grants and the New Markets Tax Credit.

## Interior & Related Agencies

| PROGRAM                                   | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|-------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Historic Preservation Fund                | 103     | 33                                  | 122              | 113               |
| National Endowment for the Arts           | 155     | 29 <sup>1</sup>                     | 168              | 157               |
| National Endowment for the Humanities     | 155     | 38 <sup>2</sup>                     | 168              | 157               |
| LWCF – State & Local Program              | 124     | 0                                   | 140              | 140               |
| North American Wetlands Conservation Fund | 42      | 40                                  | 50               | 44                |
| Urban & Community Forestry                | 30      | 0                                   | 40               | 21                |

<sup>1</sup> The Administration proposed to eliminate NEA; the request would be for the administration of outstanding grants and an orderly closeout of the agency.

<sup>2</sup> The Administration proposed to eliminate NEH; the request would be for the administration of outstanding grants and an orderly closeout of the agency.



## Justice

| PROGRAM                                      | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|----------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Bulletproof Vests                            | 25      | 23                                  | 25               | 28                |
| CARA (Opioid Initiative) <sup>1</sup>        | 347     | 330                                 | 375              | 378               |
| Community Trust Initiative                   |         |                                     |                  |                   |
| - Bodyworn Cameras                           | 23      | 23                                  | 25               | 23                |
| - Justice Reinvest                           | 27      |                                     | 35               | 28                |
| - Byrne Innovation                           | 17      |                                     | 20               | 17                |
| COPS Hiring Grant                            | 229     | 0                                   | 240              | 245               |
| DNA & Forensic Grants                        | 160     | 97                                  | 142              | 166               |
| Justice Assistance Grants -<br>Byrne Formula | 424     | 405                                 | 530              | 545               |
| Juvenile Justice                             | 287     | 239                                 | 342              | 315               |
| Project Safe<br>Neighborhoods Block<br>Grant | 0       | 100                                 | 0                | 20                |
| Second Chance Act Grants                     | 88      | 85                                  | 107              | 90                |
| State Criminal Alien<br>Assistance Program   | 244     | 0                                   | 260              | 150               |
| Violence Against Women                       | 498     | 493                                 | 583              | 500               |

<sup>1</sup> CARA includes a number of programs: Drug Courts, Prescription Drug Monitoring, Residential Substance Abuse Treatment & Veterans Treatment Courts.

## Labor

| PROGRAM                                             | FY 2019 | FY 2020<br>Administration<br>Budget | FY 2020<br>House | FY 2020<br>Senate |
|-----------------------------------------------------|---------|-------------------------------------|------------------|-------------------|
| Adult Employment & Training                         | 846     | 846                                 | 900              |                   |
| Apprenticeship Grants                               | 160     | 160                                 | 250              |                   |
| Community Service Employment<br>for Older Americans | 400     | 0                                   | 464              |                   |
| Dislocated Workers (Block Grant)                    | 1,041   | 1,041                               | 1,103            |                   |
| Dislocated Workers (National)                       | 221     | 135                                 | 371              |                   |
| Job Corps                                           | 1,719   | 1,016                               | 1,869            |                   |
| Ex-Offender Reintegration                           | 93      | 78                                  | 100              |                   |
| Youth Employment & Training                         | 903     | 903                                 | 964              |                   |
| Youthbuild                                          | 90      | 85                                  | 128              |                   |

## Department of Transportation

| PROGRAM                                                                      | FY 2019             | FY 2020<br>Administration<br>Budget | FY 2020<br>House    | FY 2020<br>Senate   |
|------------------------------------------------------------------------------|---------------------|-------------------------------------|---------------------|---------------------|
| Airport Facilities and Equipment                                             | 3,000               | 3,295                               | 3,000               | 3,154               |
| Airport Improvement Program                                                  | 3,850 <sup>1</sup>  | 3,350                               | 3,850 <sup>2</sup>  | 3,800 <sup>3</sup>  |
| BUILD                                                                        | 900                 | 1,000                               | 1,000               | 1,000               |
| Federal-Aid Highways                                                         | 48,518 <sup>4</sup> | 46,665 <sup>5</sup>                 | 48,115 <sup>6</sup> | 49,804 <sup>7</sup> |
| INFRA                                                                        | 950                 | 2,035 <sup>8</sup>                  | 1,000               |                     |
| Intercity Passenger Rail<br>State of Good Repair Grants                      | 400                 | 0                                   | 350                 | 300                 |
| Rail Infrastructure & Safety Grants<br>(CRISI)                               | 255                 | 330                                 | 350                 | 255                 |
| Intercity Passenger Rail<br>Restoration & Enhancement<br>Grants <sup>9</sup> | 5                   | 550                                 | 0                   | 2                   |

<sup>1</sup> \$500 million of the appropriation is from the General Fund and is for additional discretionary grants.

<sup>2</sup> \$500 million of the appropriation would be from the General Fund and is for additional discretionary grants.

<sup>3</sup> \$450 million of the appropriation would be from the General Fund and is for additional discretionary grants.

<sup>4</sup> \$3.25 billion of the appropriation is from the General Fund, with \$2.729 billion allocated via the Surface Transportation Block Grant, including sub-allocation to MPOs, \$166 million allocated to the Nationally Significant Federal & Tribal Lands Program, and \$475 million set aside for bridges.

<sup>5</sup> The Administration propose \$300 million from the General Fund for a Competitive Bridge Program in addition to Highway Trust Fund funds provided by the FAST Act.

<sup>6</sup> \$1.75 billion of the appropriation would be from the General Fund, with \$1.493 billion allocated via the Surface Transportation Block Grant, including sub-allocation to MPOs, \$25 million allocated to the Nationally Significant Federal & Tribal Lands Program, and \$50 million for competitive rail-highway grade crossing grants.

<sup>7</sup> \$2.7 billion of the appropriation is from the General Fund, with \$1.25 billion for STBG and formula rail-highway grade crossing grants, including sub-allocation to MPOs, \$1.25 billion for a bridge formula grant program, \$100 million the Nationally Significant Federal & Tribal Lands Program, \$100 million for Appalachian Highways,

<sup>8</sup> The Administration propose \$1.035 billion from the General Fund in addition to the \$1 billion from the Highway Trust Fund provided by the FAST Act.

<sup>9</sup> The funds would be used to implement the Administration's proposal to shift most Amtrak costs to the states.

|                                                 |                    |        |                    |                    |
|-------------------------------------------------|--------------------|--------|--------------------|--------------------|
| Amtrak – Northeast Corridor                     | 650                | 325    | 700                | 680                |
| Amtrak – National Network                       | 1,292              | 611    | 1,292              | 1,320              |
| Transit Bus & Bus Facility/State of Good Repair | 3,396 <sup>1</sup> | 3,805  | 4,055 <sup>2</sup> | 3,915 <sup>3</sup> |
| Transit Formula Grants                          | 9,939              | 10,150 | 10,150             | 10,150             |
| Transit Capital Investment Grants               | 2,553              | 1,505  | 2,301              | 1,978              |

<sup>1</sup> \$700 million of the appropriation is from the General Fund and is divided between formula and competitive grants.

<sup>2</sup> \$750million of the appropriation would be from the General Fund and is divided between formula and competitive grants.

<sup>3</sup> \$560 million of the appropriation would be from the General Fund and is divided between formula and competitive grants.



# City of Columbia 2019 Legislative Report



# 2019 Priorities



## City of Columbia 2019 State Legislative Priorities

- Continue working with Municipal Association to maximize the Local Government Fund amounts for FY2020 and future years.
- Continue working with legislators and the Governor to secure State funding for City projects.
- Support the continuance of the pension plan reimbursement in the state budget.
- Support allowing local governments to use hospitality and accommodations taxes for flooding mitigation at tourism-related areas.
- Support legislation that would allow municipalities to recover public funds spent to demolish or mitigate blighted property.
- Allow cities to annex certain enclaves by ordinance.
- Oppose/modify legislation that would adversely impact how the City procures piping material for water and sewer projects.
- Support passage of property tax exemption for property devoted to housing low-income residents.
- Support SCACED's effort to increase the tax credit cap for community economic development organizations.
- Support MASC advocacy initiatives that benefit the City of Columbia.
- Monitor Animal Welfare, Ethics, Business License Tax, Summer Day Camp Programs, Municipal Court Reporting, and Alcohol Licensing Requirements legislation for possible impacts to the City and advocate on behalf of the City's interests.



# 2019-20 Budget



## Local Government Fund/Budget Items

The 2019-20 state budget provides **\$233.7** million in recurring funds to the Local Government Fund. The City receives **\$3,064,713**, as its share this year. H. 3137 passed into law in 2019 overhauling how the Local Government Fund is calculated (see later slide).

Vista Trail - \$500,000 to extend the Vista Trail north from its current terminus.

Railroad Safety Funding - \$400,000 to pay for railroad crossing safety upgrades in the City.



# 2019 Enacted Laws



## – Local Government Fund (LGF)

### H. 3137 (G.M. Smith, R-Sumter; and others)

- Deletes the requirement that the LGF receive no less than 4½% of the general fund revenues of the latest completed fiscal year.
- The appropriation to the LGF must be increased or decreased by the same percentage change in general fund revenues, but cannot exceed 5% increase or decrease.
- The final general revenue fund forecast date for which the percentage adjustment is determined is February 15.
- Cities are entitled to 16.722% of the LGF with each city receiving an amount based on the city's population as a percentage of all cities' populations according to the most recent United States census.





# 2019-20 Budget



## Pension Plan Budget Reimbursement

- Under the 2017 pension reform law, employers are paying increased pension contributions for 6 years. The employer increase in contributions to the SC Retirement System was 2% the first and second year; however, the state agreed to contribute approximately 1%, limiting employer increases to 1% last year.
- This year, employer contributions increased by an additional 1% (4% total in 3 years). The Legislature agreed to again contribute the same fixed amount as last year. Consequently, employer contributions will increase by approximately 1% this year.
- We advocate on behalf of the state continuing to contribute to the increases so that employer increases are reduced.
- Employee contributions to the SC Retirement System are capped at 9%.

# 2019 Enacted Laws



## – Relocation of Utility Lines

S. 0401 (Campbell, R-Berkeley; and Scott, D-Richland)

- Requires SC DOT to bear the cost of relocating public water and sewer lines located within DOT rights of way for road construction projects.
- The public utility must meet the bidding and construction schedule established by the entity undertaking the transportation improvement project.
- DOT will pay up to 4% for large utilities and up to 4½% for small utilities of the original construction bid amount of the transportation improvement project toward the public utility relocation costs.
- Provides that a large public water or sewer utility may choose not to have the relocation placed under the control of the general contractor. The decision must be communicated in writing 180 days prior to receipt of project bids.
- Provides a sunset of the provisions on July 1, 2026, unless extended by the General Assembly.



# 2019 Enacted Laws



- Ridesharing Safety Act

H. 4380 (Rose, D-Richland; Caskey, R-Lexington; and others)

- Requires a transportation network company (TNC) vehicle to display the vehicle's license plate number on the front of the TNC vehicle.
- Persons who misrepresent themselves as authorized TNC drivers are guilty of a misdemeanor.
- Person who knowingly uses a TNC trade dress, such as an Uber light, or a TNC ridesharing application in the furtherance of criminal activity is guilty of a misdemeanor.

# 2019 Enacted Laws



- **Community Development Tax Credits**

H. 4133 (Weeks, D-Sumter; Rutherford, D-Richland; and others)

- Increases the tax credits available for donations to certified Community Development Corporations and Community Development Financial Institutions from \$1 million to \$3 million over 2 years and increases cash donations percentage from 33% to 50%.
- The provisions of the Act will terminate on June 30, 2023, unless reauthorized by the General Assembly.

- **Changes to Textiles Communities Revitalization Act**

S. 440 (Talley, R-Spartanburg and Reese, D-Spartanburg)

- The cap on rehabilitated expenses applies only to certain rehabilitation buildings on contiguous parcels.
- A taxpayer may extend the placed in service date under certain conditions.

# 2019 Enacted Laws



## – Animal Control and Shelters

### S. 105 (Campbell, R-Berkeley; and others)

- This bill originally arose out of the work of the Joint Pet Care and Humane Treatment Study Committee, which was created by legislation in the 2016 session and met throughout and after the 2017 session.
- Municipal court judges must receive at least 2 hours of animal cruelty instruction every four years.
- Shelters must keep complete records as to the disposition of all impounded animals.
- A person or entity, who is awarded custody of an animal because of the arrest of the owner on animal-related charges, must seek payment of reasonable expenses for the care of the animal in custody.
- An emergency limited license is allowed for an out-of-state veterinarian during an emergency or natural disaster.
- An animal shelter must prepare and maintain records documenting the number of animals admitted to the shelter and the method by which the animals exit the shelter.
- Before passage, the bill was amended to remove tethering and animal shelter standards language.



# 2019 Enacted Laws



- Audit of Emergency Telephone System Fund and Statewide 911 System

## H. 3586 (Sandifer, R-Oconee and Forrester, R-Spartanburg)

- The SC Revenue and Fiscal Affairs Office (RFA) must review the audit of a local government's emergency telephone system fund. If funds are found to be missing or used for unauthorized purposes, the local government must return those funds in 90 days.
- The RFA must create and implement operating standards for a coordinated statewide 911 system.
- A 911 system may be an enhanced 911 system until an NG9-1-1 system is implemented.



# 2019 Legislation



## Business License Tax

H. 4431 (Jordan, R-Florence; and others)

- Standardizes business license tax due date, application form, and renewal and collection process.
- Shifts the basis for calculating the tax from gross income to net income, which will result in lower revenues for cities.
- Exempts certain businesses from the tax based on their structure or accounting practices, shifting the tax burden onto businesses that cannot avoid the tax.
- Creates an unfair burden on resident-owned businesses by allowing nonresident-owned businesses to deduct their first \$75,000 of income before paying a delivery license tax that is capped at a maximum of \$100. Resident-owned businesses get no such deduction or cap.
- Transfers many critical functions of business licensing to the Secretary of State.
- No action was taken on business license tax reform this session.



# 2019 Legislation



- **Municipal Housing Authority State of Emergency**  
S. 506 (Jackson, D-Richland)
  - Provides the circumstances for which a county legislative delegation may declare a state of emergency with regard to a municipal housing authority located within the delegation's jurisdiction.
  - If a state of emergency is declared, the delegation can suspend housing authority commissioners and the executive director, pending investigation by the appropriate law enforcement authorities. Following the suspension, the city would appoint an interim executive director.
  - At the conclusion of the law enforcement investigation, the county legislative delegation would decide whether to remove the housing authority commissioners and the executive director. If they decide to do so, the city would appoint new commissioners.
  - S. 506 passed the Senate and was referred to the House Judiciary Committee before the end of session.





# 2019 Legislation



- **Tort Claims Act**

S. 7 (Malloy, D-Darlington; and others); S. 386 (Malloy, D-Darlington; and others)

- S. 7 increases the limits set in the Act from the current \$300,000 to \$500,000 for the loss of one person arising from a single occurrence; and from the current \$600,000 to \$1 million for the loss arising out of a single occurrence. S. 7 passed the Senate and was introduced in the House Ways and Means Committee.
- S. 386 makes several substantive changes to the Act; e.g., expanding the definition of occurrence so that there may be multiple causes of action from what has previously been considered a single act of negligence; allowing for additional attorney's fees; allowing a third-party claimant to bring a bad faith claim against an insurer; and creating a Catastrophic Fund, which would be funded by assessments from all government entities covered under the liability limits. S. 386 was recommitted to the Senate Judiciary Committee by the full Senate.

# 2019 Legislation



- Accommodations and Hospitality Tax Revenue Used for Flood Control and Damage

S. 217 (Kimpson, D-Charleston; and others); H. 3132 (McCoy, R-Charleston)

- Revenue from state and local accommodations taxes and local hospitality taxes may be expended for the control and repair of flooding and drainage at tourism-related areas and for site preparation including, but not limited to, demolition, repair, or construction.
- Revenues for the control and repair of flooding and drainage must be expended exclusively on public works projects designed to **eliminate or mitigate the adverse effects of recurrent nuisance tidal flooding, including that which is attributable to sea-level rise, or other recurrent flooding.**
- S. 217 passed the Senate and will be in the House Ways and Means Committee in the 2020 session.

# 2019 Legislation



- **Municipal Tax Relief Act**

S. 171 (Hembree, R-Horry); H. 3833 (Elliott, R-Greenville)

- Creates a local option sales tax up to 1%, with a mandatory property tax roll-back of a least 20% of the proceeds up to 100%.
- Funds used for property tax rollback and capital projects must be specifically identified and approved in a referendum.
- The tax can last for a maximum of 8 years, and is renewable by referendum in two-year increments.
- No action was taken on the bill this session.

- **Annexation**

H. 3439 (Norrell, D-Lancaster)

- Authorizes a municipal council to annex an area by ordinance if the area does not exceed 25 acres and is completely surrounded by the municipality and has been for no less than five years.
- No action was taken on the bill this session.



# 2019 Legislation



## Community Charge

### H. 3410 (Rutherford, D-Richland)

- Authorizes a local government to impose a community charge on nonprofit hospitals and institutions of higher learning. The charge would only be imposed if the nonprofit hospital had at least \$1 billion dollars in gross proceeds. Institutions of higher learning charges would be based on enrollment.
- No action was taken on the bill this session.

## Property Tax Exemption

### S. 627 (Campbell, R-Berkeley)

- Extends property tax exemption to private companies providing student housing, parking, dining, athletics, etc. for institutions of higher education.
- No action was taken on the bill this session.



# 2019 Legislation



## Municipal Court Reporting

### S. 640 (Malloy, D-Darlington)

- A municipal judge must report the disposition of each criminal case to SLED within 10 days.
- A municipal judge must report to SLED within 48 hours for certain firearm and domestic violence orders.
- While the municipal judges agreed with the objective of the bill, reducing domestic violence and gun violence, judges have previously questioned how the information would be reported to SLED and what SLED would do with the information.
- The bill received a favorable, as amended, report from the Senate Judiciary Committee but was not taken up by the Senate before sine die.



# 2019 Legislation



## Mental Health Patient Transport

### S. 303 (Kimpson, D-Charleston; and others)

- Requires law enforcement officers, responsible for transporting a mental health patient, to be part of a therapeutic transport unit and to undergo crisis intervention training.
- The Senate included a Therapeutic Transport Fund to assist law enforcement agencies in paying for initial crisis intervention training costs and staffing and ongoing costs for training and staffing needs. The House subcommittee amended the bill to sunset the Fund three years after it is established.
- The bill passed the Senate and received a favorable report from a House subcommittee; however, the bill did not pass this session.

## Childcare Facilities

### S. 680 (Shealy, R-Lexington; Hutto, D-Orangeburg; Jackson, D-Richland)

- Requires City after-school programs and summer camps to meet childcare facility requirements.
- A subcommittee hearing on the bill was cancelled.

# 2019 Legislation



## Small Wireless Facilities Deployment Act

H. 4262 (Simrill, R-York; Rutherford, D-Richland; and others)

- Changes the law to facilitate deployment of small wireless facilities so cell phone companies can offer 5G service.
- The MASC-led negotiation of compromise bill language strikes a balance between cell companies' desires to deploy hardware at will and cities' need to control public rights of way.
- Allows a local government to control the exact locations and aesthetics of the facilities, extends the time local governments have to respond to applications, and increases the attachment rates, among other things.
- Provides that no tax or fee may be assessed or result from the implementation and enforcement of the bill.
- H. 4262 passed the House; however, the bill did not pass the Senate prior to sine die.



# 2019 Legislation



## Power of County Sheriff

S. 397 (Harpootlian, D-Richland)

- Gives a county sheriff power to enforce certain alcohol laws within city limits. The bill passed the Senate and the House Judiciary Committee; however, the full House did not take action on the bill.

## Vaping

H. 3274 (Simrill, R-York; and Rutherford, D-Richland)

- Cities may not enact laws pertaining to ingredients, flavors, or licensing of cigarettes, e-cigarettes, tobacco products, or alternative nicotine products. The bill was amended to provide that a city can adopt a smoking or vaping ban in public spaces. The bill passed the House and received a favorable, as amended, report from the Senate Medical Affairs Committee.

## Cannot Deny License Because of a Prior Criminal Conviction

S. 689 (Climer, R-York)

- Professional boards and commissions may not solely or in part deny a license to an applicant because of a prior criminal conviction. The bill received a favorable, as amended, report from the Senate LCI Committee



# Proposed 2020 City of Columbia Priorities



## City of Columbia 2019 State Legislative Priorities

- Continue working with legislators and the Governor to secure state funding for City projects, including convention center expansion, and also for moving UofSC Medical School to Bull Street.
- Oppose business license tax legislation that would reduce the City's business license receipts; support business license legislation that streamlines the business license process for business owners.
- Support allowing local governments to use hospitality and accommodations taxes for flooding mitigation at tourism-related areas.
- Support passage of tort claims legislation that only raises the per-person and per-occurrence limits to \$600,000 and \$1 million, respectively.
- Support the continuance of the pension plan reimbursement in the state budget.
- Support community charge legislation for non-profits with over \$1 billion in revenue.
- Support passage of Housing Authority legislation in its current form.
- Allow cities to annex certain enclaves by ordinance.
- Support legislation that would allow municipalities to recover funds spent to demolish or mitigate blighted property.
- Support Municipal Tax Relief Act; oppose legislation that would exempt more property from local property taxes.
- Support vaping, county sheriff powers, and workforce criminal justice reform legislation.
- Support MASC advocacy initiatives that benefit the City of Columbia.
- Monitor Childcare Facilities, Municipal Court Reporting, Plastic Pipe, Mental Health Transport, and Small Wireless Facilities legislation for possible impacts to the City and advocate on behalf of the City's interests.

# Upcoming Legislative Events



- Municipal Association of South Carolina Legislative Action Day – February 4, 9am-7pm
  - Marriott Columbia
  - Mayor's Breakfast
  - Tentative Legislative Reception – 5:30-7pm
  
- City Legislative Reception
  - February 25, 2020, 6-8pm



# Invoice

Cornerstone OnDemand, Inc.  
1601 Cloverfield Blvd,  
Suite 620 South  
Santa Monica, CA 90404

#098780

September 14, 2019

**Bill To**

City of Columbia  
Columbia SC 29201  
United States

**Ship To**

City of Columbia  
Columbia SC 29201  
United States

**Amount Due**
**US Dollar**

**\$60,415.24**

Due Date: October 14, 2019

| Terms  | Due Date         | PO # | Account Manager | Tax ID |
|--------|------------------|------|-----------------|--------|
| Net 30 | October 14, 2019 |      | Sean Casey      |        |

| Quantity | Item                                                                                                                                                                                 | Rate | Amount      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|
| 1        | Performance<br><b>Contracted Users / Licenses:</b> 2400<br><b>Unit of Measure:</b> Subscriptions<br><b>Start Date:</b> 9/14/2019<br><b>End Date:</b> 9/13/2020                       |      | \$20,377.50 |
| 1        | Encryption of Data at Rest Connector<br><b>Contracted Users / Licenses:</b> 1<br><b>Unit of Measure:</b> Subscriptions<br><b>Start Date:</b> 9/14/2019<br><b>End Date:</b> 9/13/2020 |      | \$2,090.00  |
| 1        | Recruiting<br><b>Contracted Users / Licenses:</b> 2400<br><b>Unit of Measure:</b> Subscriptions<br><b>Start Date:</b> 9/14/2019<br><b>End Date:</b> 9/13/2020                        |      | \$28,215.00 |
| 1        | Choice Customer Success Package<br><b>Contracted Users / Licenses:</b> 1<br><b>Unit of Measure:</b> Each<br><b>Start Date:</b> 9/14/2019<br><b>End Date:</b> 9/13/2020               |      | \$5,257.52  |

Pursuant to Cornerstone OnDemand Order dated November 27, 2018

**CONFIDENTIAL**

1 of 2





Cornerstone OnDemand, Inc.  
1601 Cloverfield Blvd,  
Suite 620 South  
Santa Monica, CA 90404

# Invoice

#098780

September 14, 2019

If you have any questions, please contact Jacky Chea at or [jchea@csod.com](mailto:jchea@csod.com). Thanks!

|                    |             |
|--------------------|-------------|
| <b>Subtotal</b>    | \$55,940.02 |
| <b>Tax ()</b>      | \$4,475.22  |
| <b>Total</b>       | \$60,415.24 |
| <b>Amount Paid</b> | \$0.00      |

**Please Note New Wire/ACH Transfer Instructions Below:**

**Silicon Valley Bank**

3003 Tasman Drive

Santa Clara, CA 95054-9815

**FBO:** Cornerstone OnDemand, Inc

**Swift Code:** SVBKUS6S

**Account:** 3300164972

**Routing:** 121140399

**Bank Contact:** Ai Van Quach (949) 754-0835

Please email all remittance advice to: [DLCollections@csod.com](mailto:DLCollections@csod.com)

**Please mail all physical check payments to the following address::**

Cornerstone OnDemand

Dept CH19590

Palatine, IL 60055-9590

**CONFIDENTIAL**

2 of 2







### Cornerstone OnDemand – ORDER

|                                                      |                                                  |                             |                 |
|------------------------------------------------------|--------------------------------------------------|-----------------------------|-----------------|
| Client Name ("Client"):                              | City of Columbia                                 |                             |                 |
| Order Effective Date:                                | [Date of last signature below]                   |                             |                 |
| Master Agreement Effective Date:                     | 9/14/2015                                        |                             |                 |
| Is a new purchase order required for this purchase?* | ("No," unless box is checked) [ ] Yes: PO#       |                             |                 |
| Primary Client Contact                               | Pam Benjamin                                     | prbenjamin@columbiasc.net   | +1.931.380.2730 |
| Client Address (Ship To)                             | 1737 Main St, Columbia, SC, 29201, United States |                             |                 |
| Primary Billing (Invoice) Contact                    | Pam Benjamin                                     | prbenjamin@columbiasc.net   | +1.931.380.2730 |
| Client Billing (Invoice) Address:                    | 1737 Main St, Columbia, SC, 29201, United States |                             |                 |
| Order Start Date:                                    | 9/14/2018                                        | Order Term/ Order End Date: | 9/13/2021       |

\*Note: If Purchase Order (PO) number is required for this purchase and not listed above, please send PO number to [DLCollections@csod.com](mailto:DLCollections@csod.com) within 3 business days of order signing

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

| Product Name                              | Max Quantity | Annual Fee(s)   |
|-------------------------------------------|--------------|-----------------|
| Performance                               | 2,400        | \$19,500.00     |
| Encryption of Data at Rest Connector      | 1            | \$2,000.00      |
| Recruiting                                | 2,400        | \$27,000.00     |
| Choice Customer Success Package           | 1            | \$5,031.12      |
| ANNUAL FEE SUBTOTAL                       |              | \$53,531.12     |
|                                           |              | One Time Fee(s) |
| Services (see attached Statement of Work) |              | \$0.00          |
| FIRST YEAR GRAND TOTAL                    |              | \$53,531.12     |

For the Recruiting module, the "maximum quantity" refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

#### Choice Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*  
 Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*  
 S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*  
 Education – *an efficient way to learn Cornerstone products, features and functions*  
 Customer Success – *proactive, strategic guidance and support to make the most of your investment*  
 Technical Support – *enhanced support and issue resolution*  
 Client Community – *access self-help tools, connect with peers and stay up to speed on what's new*  
 Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees (except for learning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual



fee. One-time fees are invoiced on the Order Start Date. See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions for detailed support descriptions.

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, Cornerstone agrees never to increase prices for Cornerstone software beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Agreed and accepted:

| Client     |               | Cornerstone OnDemand, Inc. |                                |
|------------|---------------|----------------------------|--------------------------------|
| Signature: |               | Signature:                 |                                |
| Name:      | Teresa Wilson | Name:                      | BFF6B53CF008490...<br>Jim Gill |
| Title:     | City Manager  | Title:                     | Vice President, Public Sector  |
| Date:      | 11/27/2018    | Date:                      | November 27, 2018              |

APPROVED AS TO FORM

Legal Department City of Columbia, SC





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9.a

10/21/2019

Quote ID 5435 Revised

Ms. Heather Burgess

Columbia Water

Wastewater Management

PO BOX 147

Columbia, SC 29217

Dear Ms. Burgess,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2020 ISUZU NRR NV454 19,500 GVWR Chassis with 18'**

**Landscaper Body)** Provided by Mr. Steve Gardner with Shealy Truck Center each for:

|           |              |
|-----------|--------------|
|           | One Unit (1) |
| Sub Total | \$ 65,787.00 |
| Tax       | \$ 500.00    |
| Total     | \$ 66,287.00 |

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

[jcooper@Nationalautofleetgroup.com](mailto:jcooper@Nationalautofleetgroup.com)

Office (855) 289-6572

Fax (831) 480-8497



**LEE TRANSPORT EQUIPMENT INC.**

Custom Quotation For:

City of Columbia

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

*\*TRUCK BODIES AND TRUCK EQUIPMENT\**

Personal Contact:

Marlon Epps

9.a

Quote # **GS-10172019-K**

Date: 10/17/2019

Phone # 803-331-3015

Fax#

**PRICING:**

(South Carolina State Contract for Landscape Truck Bodies Number #4400018724)

|                                                                                                |    |          |
|------------------------------------------------------------------------------------------------|----|----------|
| Furnish and install 18', Complete landscape van body (14' flat with 4' dove tail) to std spec. | \$ | 9,934.00 |
|------------------------------------------------------------------------------------------------|----|----------|

Add options:

|                                                                    |    |        |
|--------------------------------------------------------------------|----|--------|
| 2-Rows of E-Track installed on each side of body (24" & 48" high). | \$ | 360.00 |
|--------------------------------------------------------------------|----|--------|

|                                                                                                |    |        |
|------------------------------------------------------------------------------------------------|----|--------|
| 10,000# Receiver hitch installed with electric brake controller, 7-way plug and back up alarm. | \$ | 485.00 |
|------------------------------------------------------------------------------------------------|----|--------|

|                                                                      |    |        |
|----------------------------------------------------------------------|----|--------|
| 14GA, 12" high Scuff liner installed on each side and front of body. | \$ | 420.00 |
|----------------------------------------------------------------------|----|--------|

|                                                                                    |    |        |
|------------------------------------------------------------------------------------|----|--------|
| 2-Louvre vents installed (1-in front wall at the top and 1-on bottom of rear door. | \$ | 120.00 |
|------------------------------------------------------------------------------------|----|--------|

|                                                                                    |    |        |
|------------------------------------------------------------------------------------|----|--------|
| 4-Corner LED strobe light system ( B12-AW) 2-in truck grill and 2-on rear of body. | \$ | 685.00 |
|------------------------------------------------------------------------------------|----|--------|

|                            |    |       |
|----------------------------|----|-------|
| FMVSS Approved safety kit. | \$ | 85.00 |
|----------------------------|----|-------|

|                                                                              |    |        |
|------------------------------------------------------------------------------|----|--------|
| 1-24" Deep solid metal shelf with center support installed in front of body. | \$ | 685.00 |
|------------------------------------------------------------------------------|----|--------|

|                                                       |    |        |
|-------------------------------------------------------|----|--------|
| State Contract 3-way back up camera system installed. | \$ | 975.00 |
|-------------------------------------------------------|----|--------|

|                                          |    |        |
|------------------------------------------|----|--------|
| 6' Rear split gate (ramp) painted black. | \$ | 480.00 |
|------------------------------------------|----|--------|

|                                           |  |     |
|-------------------------------------------|--|-----|
| 1-LED Dome light with switch at the rear. |  | INC |
|-------------------------------------------|--|-----|

|                          |  |     |
|--------------------------|--|-----|
| All LED lights to FMVSS. |  | INC |
|--------------------------|--|-----|

|                                    |  |     |
|------------------------------------|--|-----|
| Laminated hardwood floor (1-1/8"). |  | INC |
|------------------------------------|--|-----|

Note: This is a 18' long body (14' with 4' enclosed dove tail), 96" wide with 92" inside height.

Price good for 30 days.

Tax not Inc.

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

Chassis: Isuzu 19,500 GVWR      c/A      127"      Paint:      White

Other Data:

Price: \$ 14,229.00

Special Discount: \$ -

Net Price: \$ 14,229.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 14,229.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

Lee Transport Equipment, Inc.  
By: Greg L Stowers



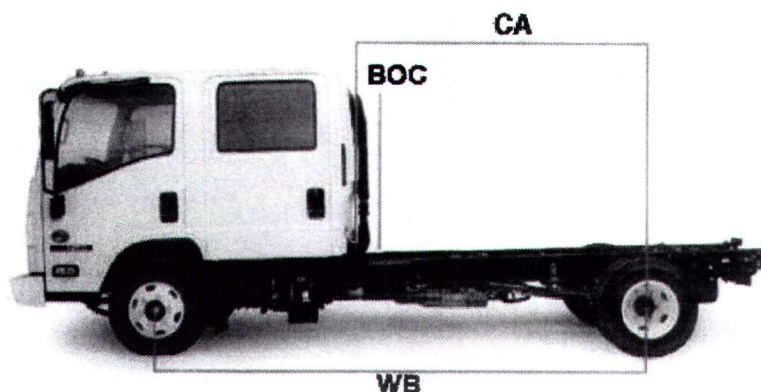


## SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Weight Distribution



|                         |              |
|-------------------------|--------------|
| Driver/Passenger Weight | 350.0 lbs.   |
| Rear Passengers         | 600.0 lbs.   |
| Wheelbase (WB)          | 176 inches   |
| Cab to Axle(CA)         | 114.5 inches |
| Body Length             |              |
| Body Weight             |              |
| Cab to Body (BOC)       | 5.3 inches   |

\*\* You must fill in body length and weight to enable body and payload weight calculations.

| Front %        | Front Wt.     | Rear %                   | Rear Wt.      |
|----------------|---------------|--------------------------|---------------|
| 67%            | 5,592.43 lbs. | 33%                      | 2,776.57 lbs. |
| GVWR           | GVW           | Remaining Payload Weight |               |
| 19,500.00 lbs. | 8,369.00 lbs. | 11,131.00 lbs.           |               |

| Weight (lbs.)       | Front    | Rear      | Total     |
|---------------------|----------|-----------|-----------|
| Chassis             | 4,799.00 | 2,600.00  | 7,399.00  |
| Chassis Equipment   | 19.00    | 1.00      | 20.00     |
| Subtotal            | 4,818.00 | 2,601.00  | 7,419.00  |
| Driver/Passengers   | 774.43   | 175.57    | 950.00    |
| Body/Body Equipment | 0.00     | 0.00      | 0.00      |
| Payload             | 0.00     | 0.00      | 0.00      |
| Total               | 5,592.43 | 2,776.57  | 8,369.00  |
| GAWR/GVWR           | 7,275.00 | 13,660.00 | 19,500.00 |
| GCWR                |          |           | 25,500.00 |

### Chassis Equipment:

| Code | Item                                                                                                         | Center of Gravity | Front Axle | Rear Axle | Total      |
|------|--------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|------------|
| 54   | White, In rail fuel tank with power windows, power door locks and air conditioning                           |                   | 0.00 lbs.  | 0.00 lbs. | 0.00 lbs.  |
| IF6  | Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab |                   | 19.00 lbs. | 0.00 lbs. | 19.00 lbs. |
| UZF  | Back up alarm                                                                                                |                   | 0.00 lbs.  | 1.00 lbs. | 1.00 lbs.  |

### Driver/Passengers:

|                 | Center of Gravity                     | Front Axle  | Rear Axle   | Total       |
|-----------------|---------------------------------------|-------------|-------------|-------------|
| Driver          | front axle                            | 350.00 lbs. | 0.00 lbs.   | 350.0 lbs.  |
| Rear Passengers | 10 inches in front of the back of cab | 424.43 lbs. | 175.57 lbs. | 600.00 lbs. |

Current report content is based on data as of 2019-10-15 12:05:00. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



## SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Turning Circle

#### Specification Summary

|                     |                                                                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Model</b>        | NV454                                                                                                                                                                                              |
| <b>Front Axle</b>   |                                                                                                                                                                                                    |
| <b>IZ6</b>          | "I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.                                                                                                        |
| <b>Wheelbase</b>    |                                                                                                                                                                                                    |
| <b>IH7</b>          | 176 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 11.89 in <sup>3</sup> RBM 523,160 lb./ft./in. per rail. |
| <b>Front Wheels</b> |                                                                                                                                                                                                    |
| <b>IB9</b>          | 19.5" x 6", 6-hole disc, painted white                                                                                                                                                             |
| <b>Front Tires</b>  |                                                                                                                                                                                                    |
| <b>XTN/R3M</b>      | 225/70R19.5F (12 ply) tubeless Radial, all season                                                                                                                                                  |

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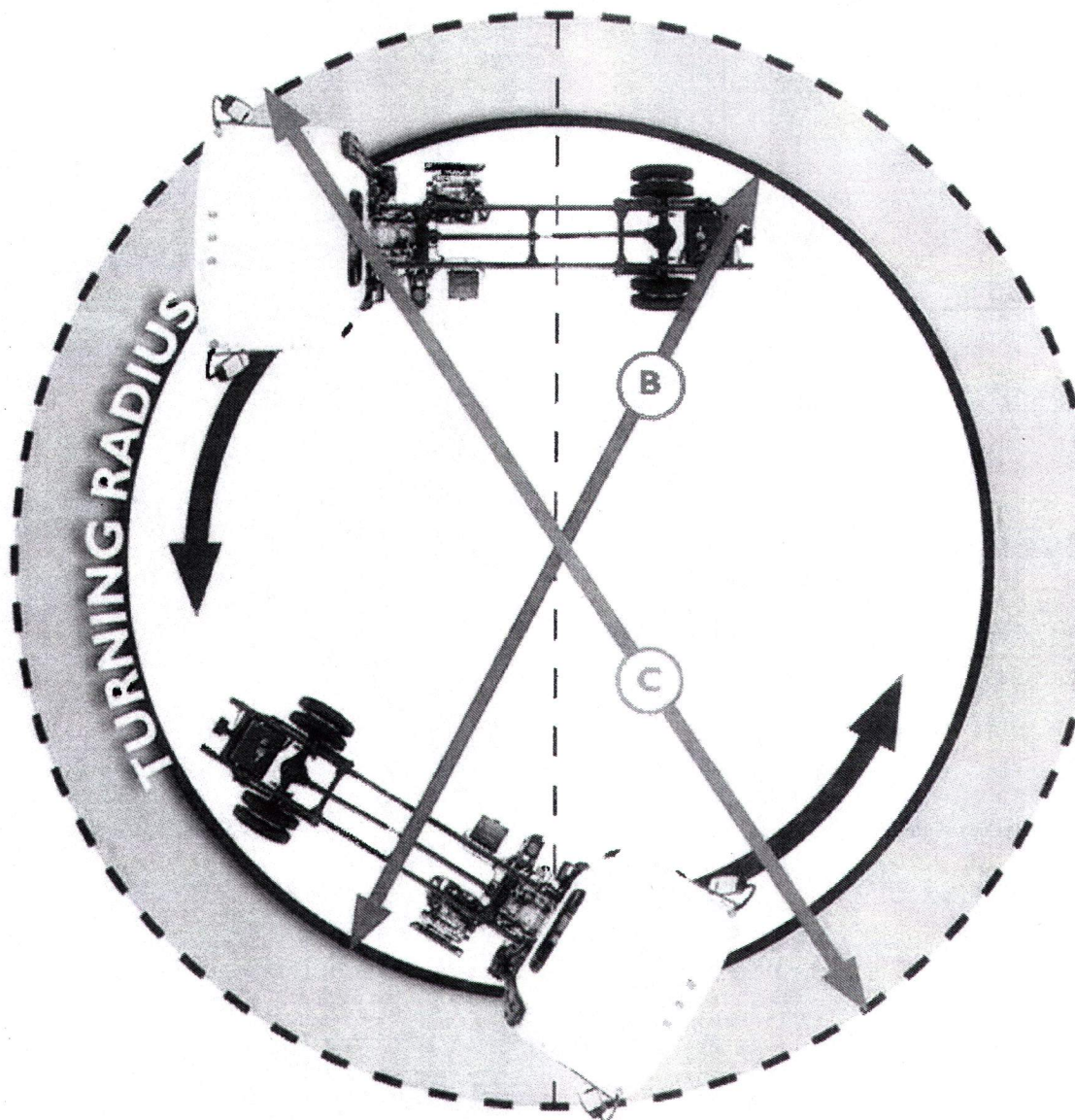


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City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Turning Circle



**A: Inside Wheel Cut Angle: 46.50°**

**B: Minimum turning diameter, Curb to Curb: 52.50'**

Curb to Curb diameter is measured from the outside of the front tire.

**C: Minimum turning diameter, Wall to Wall: 58.10'**

Wall to Wall diameter is measured from the outermost part of the cab.

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## SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Warranty

| Coverage                               | Warranty Limitations (Time or Mileage, Whichever Comes First) |               | Percent of Dealer's Normal Charge Paid by Owner |           |
|----------------------------------------|---------------------------------------------------------------|---------------|-------------------------------------------------|-----------|
|                                        | Time                                                          | Vehicle Miles | Parts                                           | Labor     |
| Basic                                  | 0-3 Years                                                     | Unlimited     | No Charge                                       | No Charge |
| Engine                                 | 0-3 Years                                                     | Unlimited     | No Charge                                       | No Charge |
| • Transmission                         | 0-3 Years                                                     | Unlimited     | No Charge                                       | No Charge |
| • Drive Axles                          |                                                               |               |                                                 |           |
| • Propeller Shaft                      |                                                               |               |                                                 |           |
| • Front Axle I-Beam                    |                                                               |               |                                                 |           |
| • Crossmembers                         |                                                               |               |                                                 |           |
| • Flywheel Housing                     |                                                               |               |                                                 |           |
| • Clutch Housing                       |                                                               |               |                                                 |           |
| Frame Rails                            | 0-3 Years                                                     | Unlimited     | No Charge                                       | No Charge |
| Frame Rails                            | 3-5 Years                                                     | Unlimited     | 50%                                             | 50%       |
| Engine Emissions Control System        | 0-5 Years                                                     | 0-100,000     | No Charge                                       | No Charge |
| California Emissions Performance       | 0-3 Years                                                     | 0-50,000      | No Charge                                       | No Charge |
| California Emissions Long-Term Defects | 0-7 Years                                                     | 0-70,000      | No Charge                                       | No Charge |
| Tires                                  | 0-2 Years                                                     | 0-24,000      | No Charge                                       | No Charge |
| Corrosion (Rust Through)               | 0-4 Years                                                     | Unlimited     | No Charge                                       | No Charge |

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## SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Standard Equipment Summary

| Code                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tires</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I5H                     | LRR (low rolling resistance)                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Engine</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I1B                     | 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. |
| <b>Transmission</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I1W                     | Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Wheelbase</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IH7                     | 176 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 11.89 in3 RBM 523,160 lb./ft./in. per rail.                                                                                                                                                                                                                                                                         |
| <b>Air Cleaner</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| KNX                     | Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).                                                                                                                                                                                                                                                                                                      |
| <b>Alternator</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I2C                     | 140 AMP. with integral regulator.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Battery</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IX1                     | Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Exhaust</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IX7                     | Single horizontal with DPF/SCR exhaust system                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Front Axle</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I26                     | "I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Front Suspension</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ID8                     | 8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar                                                                                                                                                                                                                                                                                                                                                            |
| <b>Front Wheels</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IB9                     | 19.5" x 6", 6-hole disc, painted white                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Front Tires</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| XTN/R3M                 | 225/70R19.5F (12 ply) tubeless Radial, all season                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Rear Suspension</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ID9                     | 14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.                                                                                                                                                                                                                                                                                                                                                         |
| <b>Rear Axle</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ID3                     | Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Ratio</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 011                     | 5.571:1                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Rear Wheels</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IC1                     | 19.5" x 6", 6-hole disc, painted white                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Rear Tires</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| YTN/S3M                 | 225/70R19.5F (12 ply) tubeless Radial, all season tread.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Fuel Tank</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| IF9                     | 30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.                                                                                                                                                                                                                                                                                                                    |
| <b>Seat</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| AQB                     | Driver seat is reclining high back. Two single occupant fold down seats with tray backs.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Brakes</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Current report content is based on data as of 2019-10-15 12:05:00. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



## SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

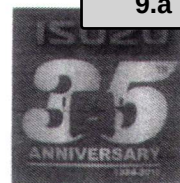
City of Columbia NRR Crew (2020 NRR Crew Cab Chassis, NV4 176", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

### Standard Equipment Summary

| Code                                  | Description                                                                                                                                                                                                       |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| K40                                   | Butterfly valve type exhaust brake                                                                                                                                                                                |
| IT4                                   | Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system |
| <b>Air Conditioning</b>               |                                                                                                                                                                                                                   |
| C60                                   | Air conditioner                                                                                                                                                                                                   |
| <b>Power Windows &amp; Door Locks</b> |                                                                                                                                                                                                                   |
| IL0                                   | Yes                                                                                                                                                                                                               |
| <b>Floor Mats</b>                     |                                                                                                                                                                                                                   |
| IQ6                                   | Standard Floor Mats                                                                                                                                                                                               |
| <b>Model Option</b>                   |                                                                                                                                                                                                                   |
| 54                                    | White, In rail fuel tank with power windows, power door locks and air conditioning                                                                                                                                |
| <b>Accessories</b>                    |                                                                                                                                                                                                                   |
| IX2                                   | Rear body dome lamp switch                                                                                                                                                                                        |
| 8RP                                   | AM/FM/CD radio with Aux input/USB port and Bluetooth RPO                                                                                                                                                          |

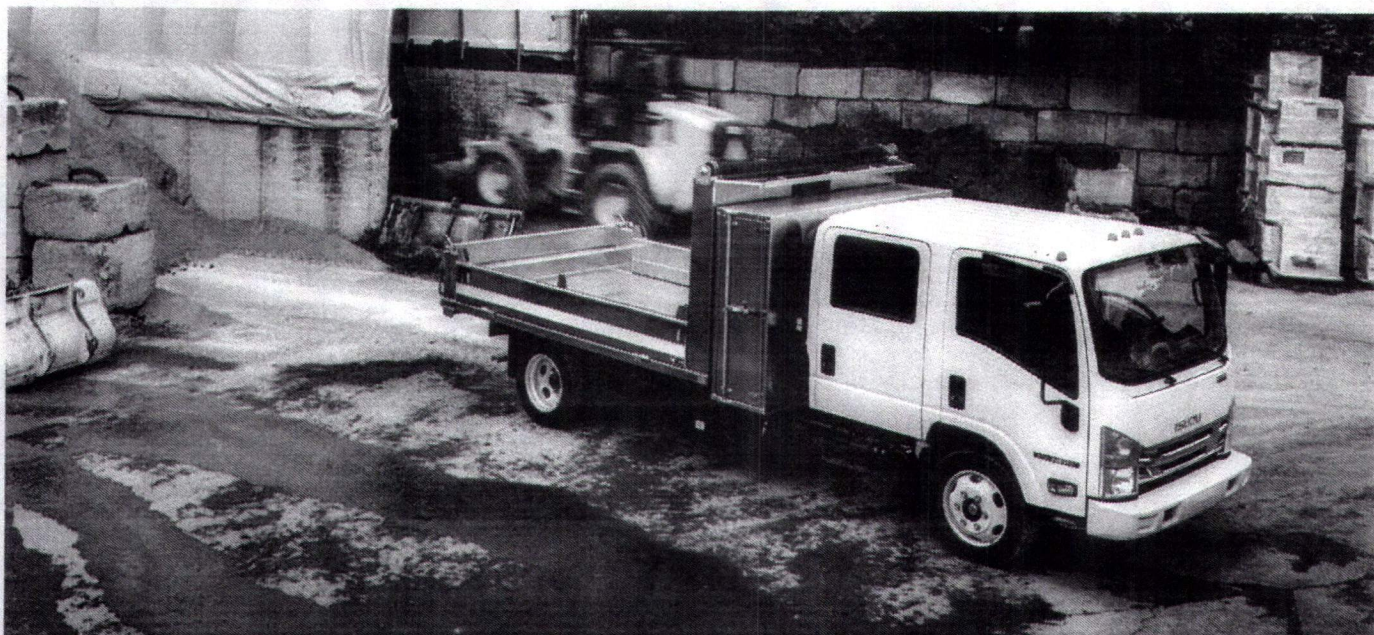
Current report content is based on data as of 2019-10-15 12:05:00. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



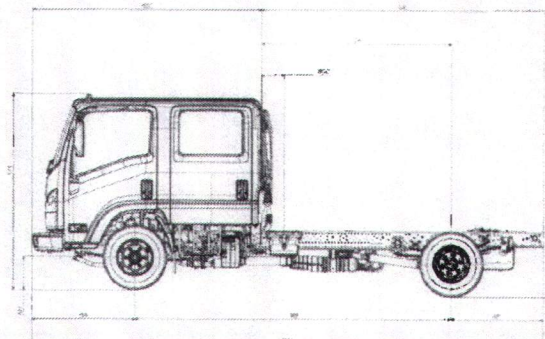
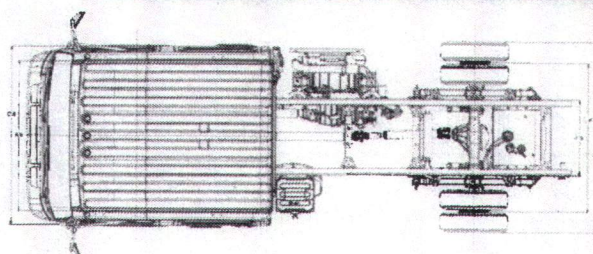


# NRR DIESEL

## CREW CAB



|                                           |                                                    |
|-------------------------------------------|----------------------------------------------------|
| <b>GVWR/GCWR</b>                          | 19,500/25,500 lbs.                                 |
| <b>BODY/PAYLOAD ALLOWANCE</b>             | 12,181-12,250 lbs.                                 |
| <b>GAWR</b>                               |                                                    |
| Front                                     | 7,275 lbs.                                         |
| Rear                                      | 13,660 lbs.                                        |
| <b>FRONT AXLE CAPACITY</b>                | 7,275 lbs.                                         |
| <b>REAR AXLE CAPACITY</b>                 | 14,550 lbs.                                        |
| Ratio                                     | 5.571                                              |
| <b>SUSPENSION F/R SPRINGS</b>             | Tapered/Multi-Leaf                                 |
| Capacity                                  | 8,440/14,550 lbs.                                  |
| <b>FRAME</b>                              |                                                    |
| Section Modulus                           | 11.89 in. <sup>3</sup>                             |
| Resistance Bending Moment                 | 523,160 lb.-in.                                    |
| <b>SERVICE BRAKES</b>                     | Hydraulic Boosted with                             |
| Front/Rear                                | 4-Channel ABS Disc/Drum                            |
| <b>EXHAUST BRAKE</b>                      | Standard                                           |
| <b>TRANSMISSION</b>                       |                                                    |
|                                           | Aisin A46Sld 6-speed auto.                         |
|                                           | with double overdrive                              |
|                                           | and lock-up 2 <sup>nd</sup> -6 <sup>th</sup> gears |
| <b>ENGINE</b>                             | Isuzu 4HK1-TC turbocharged                         |
|                                           | intercooled diesel                                 |
| Displacement                              | 5.2L (317 in. <sup>3</sup> )                       |
| Engine Power                              | 215 hp @ 2,500 rpm                                 |
| Engine Torque                             | 452 lb.-ft. @ 1,850 rpm                            |
| <b>OIL LEVEL INDICATOR</b>                | Dash-mounted oil level                             |
|                                           | check switch and light                             |
| <b>LIMITED SLIP DIFFERENTIAL</b>          | Optional                                           |
| <b>ALTERNATOR</b>                         | 140-amp                                            |
| <b>BATTERIES</b>                          | 2 Maintenance-Free                                 |
|                                           | 750-CCA                                            |
| <b>TIRES LRR</b> (Low Rolling Resistance) | 225/70R19.5F (12-pr) Standard                      |
| <b>STEERING</b>                           | Integral Hydraulic Power                           |
| <b>STEERING COLUMN</b>                    | Tilt and Telescopic                                |
| <b>FUEL TANK</b>                          |                                                    |
| Standard                                  | 30 gal. in-rail                                    |
| <b>FUEL/WATER SEPARATOR</b>               | Dual fuel filter with dash                         |
|                                           | mounted indicator light                            |



### NRR DIESEL CREW CAB

| Wheelbase (in.) | Cab to Axle (in.) | Cab to End of Frame (in.) | Back of Cab (in.) | Overall Length (in.) | Overall Width (in.) | Overall Axle Width (in.) | Overall Height (in.) | Body Length (ft.) |
|-----------------|-------------------|---------------------------|-------------------|----------------------|---------------------|--------------------------|----------------------|-------------------|
| 150.0           | 88.5              | 131.6                     | 53                | 241.5                | 81.3                | 65.6                     | 92.4                 | 12                |
| 176.0           | 114.5             | 157.6                     | 53                | 267.5                | 81.3                | 65.6                     | 92.4                 | 16                |



## ISUZU EXTENDED WARRANTY COVERAGE

Isuzu is committed to assuring your satisfaction with your commercial truck. Your authorized Isuzu dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the standard and Extended Warranty periods.

While any authorized Isuzu N-Series dealer can perform standard and Extended Warranty service, we recommend that you return to the dealership that sold you your vehicle because of their continued and personal interest in you. If you are traveling, move or did not obtain your truck from an authorized dealership, any authorized Isuzu dealer can provide standard and Extended Warranty service for you.

Considering the investment you have made in your commercial truck, we know you will want to operate and maintain it properly. Therefore, we urge you to follow the instructions and recommendations contained in your Owner's Manual.

Should you ever encounter a problem that is not resolved, talk to a member of dealer management. If a problem persists, follow the procedures outlined in your New Vehicle Warranty Booklet.



## ROADSIDE ASSISTANCE

Isuzu N-Series Diesel trucks are built to be the highest quality, most reliable trucks in the industry. That's why we back them with one of the strongest roadside assistance programs ever offered for Medium Duty Trucks.

With ANY Isuzu vehicle warranty, if your Isuzu N-Series Diesel truck experiences a mechanical breakdown anywhere in the United States, just call our 24-hour, toll-free number 866-441-9659 anytime day or night, 365 days a year. A service vehicle will be dispatched to provide minor roadside repairs or tow your truck to the nearest Isuzu dealer for service.

ISUZU  
TRUCK

# EXTENDED WARRANTY

N-SERIES DIESEL



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ISUZUCV.COM

TM 10230 (04/18)



## EXTENDED WARRANTY

### • ENGINE

Cylinder block, cylinder head, oil pan, oil cooler, thermostat housing, flywheel, intake manifolds, and the following internal parts: oil pump, pistons with rings, liners, crankshaft and bearings, connecting rods and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings.

### • TRANSMISSION

Transmission case and all internal parts (excludes Allison transmissions).

### • DRIVE AXLE

Differential, axle shafts, all seals and bearings.

### • ROADSIDE ASSISTANCE

Warranty coverages are determined by the mileage of the vehicle and the number of months from delivery date, whichever comes first.

## EXTENDED WARRANTY PLUS

*(Includes Extended Warranty)*

### • FUEL INJECTORS

Fuel injectors, fuel pressure limiter, fuel injection pump, fuel rail pressure sensor, fuel temperature sensor, common fuel rail and high pressure lines.

### • TURBOCHARGER

### • ALTERNATOR

### • STARTER

Starter, starter drive assembly, starter motor assembly.

### • WATER PUMP

### • REAR DRIVE AXLE

### • FRONT I-BEAM AXLE

### • CROSSMEMBERS

## AFTERTREATMENT WARRANTY PLUS

*(includes Extended Warranty and Extended Warranty Plus)*

### • DIESEL PARTICULATE FILTER (DPF) FUEL INJECTOR

### • DPF FUEL PRESSURE SENSOR

### • PARTICULATE MATTER SENSOR

### • EXHAUST TEMPERATURE SENSOR (POSITION 1)

### • EXHAUST TEMPERATURE SENSOR (POSITION 2)

### • FRONT EXHAUST PIPE

### • DIESEL PARTICULATE FILTER

### • EXHAUST CATALYTIC CONVERTER (DOC)

### • EXHAUST PRESSURE DIFFERENTIAL SENSOR

### • DIESEL EXHAUST FLUID (DEF) LINE (TANK TO PUMP)

### • DEF LINE (PUMP TO INJECTOR)

### • DEF HEATER VALVE

### • DEF CONTROL MODULE

### • DEF SUPPLY PUMP

### • DEF BACKFLOW VALVE

### • DEF INJECTOR

### • DEF SENSOR (NO LEVEL)

### • SCR CATALYST

### • SCR EXHAUST TEMPERATURE SENSOR

### • NOX SENSOR #1

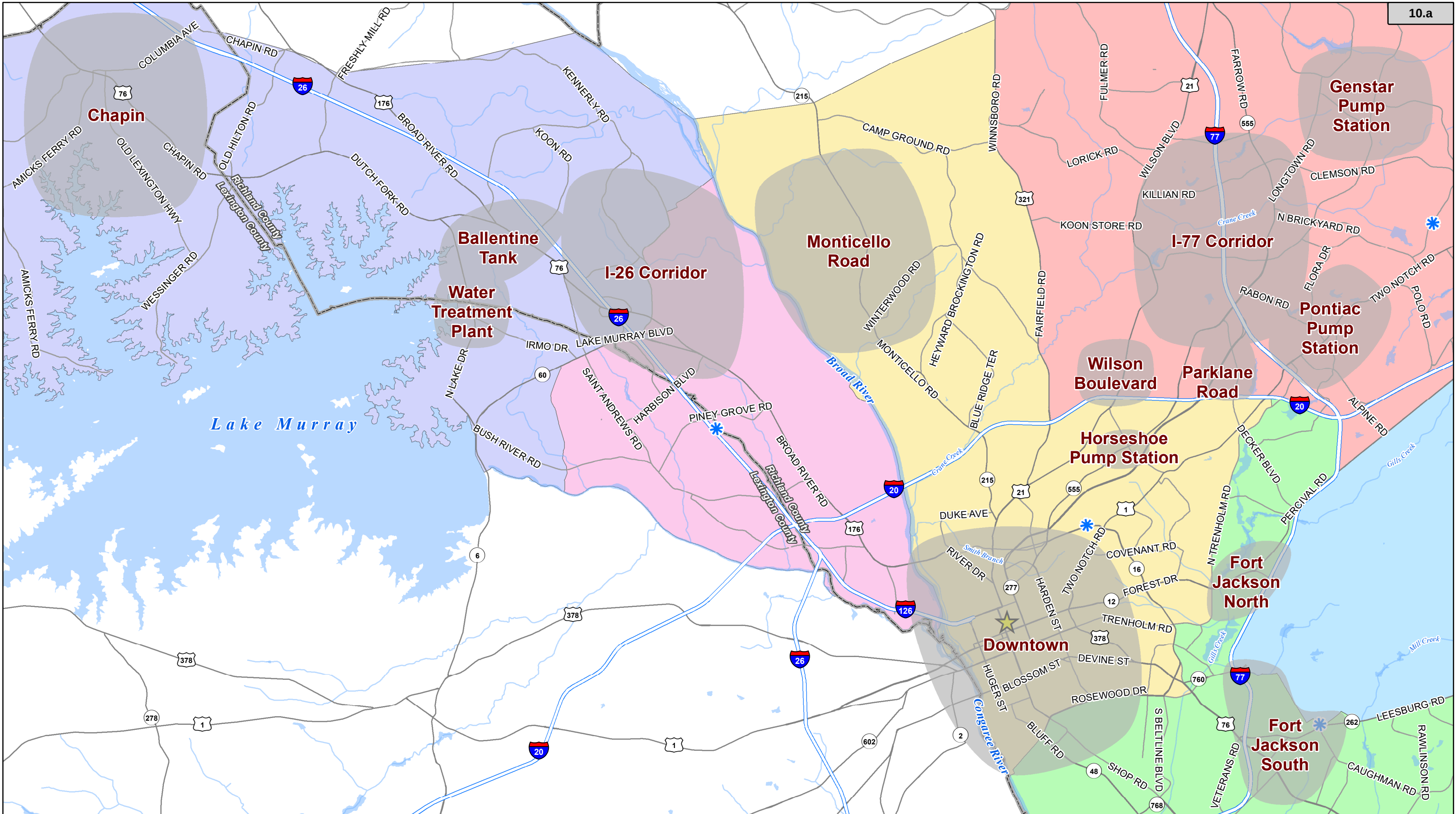
### • NOX SENSOR #2

### • EMISSIONS SYSTEM WIRING (AFTERTREATMENT ONLY)



The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.





|                                                                                                                                                                                                                                                                                                     |                                                                                                            |                                                                                                  |                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <br><br><small>SAV: November 6, 2018<br/>CW2020_Water/Production_Maps/Project/Location_Maps<br/>CIP\W4484_ValveSurvey</small> |  Water District Offices |  District 1 |  District 4   |
|                                                                                                                                                                                                                                                                                                     |  City Hall              |  District 2 |  District 5   |
|                                                                                                                                                                                                                                                                                                     |  Prioritized Areas      |  District 3 |  Fort Jackson |



1 inch = 2 miles

0 0.5 1 2 Miles

**WM4484**  
**Water Valve & Hydrant**  
**Survey Prioritized Areas**

Packet Pg. 77

Chao and Associates  
Water Valve and Hydrant Survey WM4484



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP002-19-20-KDD Water Valve and Hydrant Survey WM4484.

1. **PURPOSE** – This Agreement 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 Chao and Associates, (hereinafter referred to as the Engineer), to survey the water distribution valve covers and fire hydrants in the water distribution system for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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



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4. **TERM OF AGREEMENT** – The term of the Agreement is for an initial term of Eighteen (18) months, effective January 2, 2020 through June 30, 2021, as reflected in the *Notice to Proceed* and a *valid City of Columbia purchase order*, with the option to renew or continue with work for two (2) additional one-year period at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframe January 2, 2020 – June 30, 2021 (See Exhibit B).

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed i.e. Seven Hundred Fifty-Nine Thousand, Seven Hundred Sixty-One and 71/100 (\$759,761.71).
- B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the

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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.

C. Invoicing Procedure (See Exhibit D)

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit E)

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien

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waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

**E. Affirmative Action Procurement and Contracting Goals:**

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

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

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Engineer or Subconsultant) is dependent



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upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals – **Non Applicable**

Under this Agreement, the subcontracting goals are as follows:

|          |            |   |
|----------|------------|---|
| SB Goals | <u>N/A</u> | % |
| MBE      | <u>N/A</u> | % |
| WBE      | <u>N/A</u> | % |
| LSA      | <u>N/A</u> | % |

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)  
**Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has

determined that participation in the City's Mentor-Protégé Program is required for this project.

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

## 8. INDEMNIFICATION & INSURANCE

- A. The Engineer shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, 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 during performance and operations under this Agreement.

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, 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 Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is

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

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.

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer 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. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or



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arising out of any action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

## 9. PERMITS & LICENSES

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

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Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

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

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

The Engineer is expected to make Engineer's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive

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this provision. The Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no



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

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

**City of Columbia**

Name: Office of Procurement and Contracts  
Title: Purchasing Agent  
Address: 1800 Main Street  
Second Floor  
Columbia, SC 29201  
Phone: (803) 545-3470  
Fax: (803) 758-1013  
Email: [procurement@columbiasc.gov](mailto:procurement@columbiasc.gov)

**Chao and Associates**

Name: Jimmy Chao  
Title: President  
Address: 7 Clusters Court  
Columbia, SC 29210  
Phone: 803-772-8420  
Fax: 803-772-9120  
Email: [Jimmy@chaoinc.com](mailto:Jimmy@chaoinc.com)

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to

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- include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

## 17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

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

The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. 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

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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 Engineer.

- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
  
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
  
- I. This Agreement is subject to City Council approval.
  
- J. The Engineer acknowledges, for itself and its Subconsultants, 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,

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



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available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

**CITY OF COLUMBIA, SOUTH CAROLINA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Teresa Wilson, City Manager

Date: \_\_\_\_\_

**CHAO AND ASSOCIATES**

\_\_\_\_\_  
C. Jimmy Chao/President

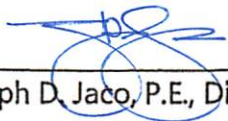


Date: Nov. 7, 2019

Print: Name/Title

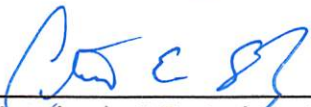
Signature

**Recommended by:**

  
\_\_\_\_\_  
Joseph D. Jaco, P.E., Director of Utility Operations

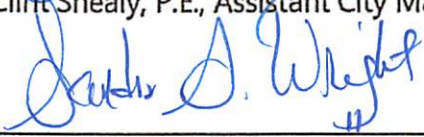
11.12.2019

Date

  
\_\_\_\_\_  
Clint Shealy, P.E., Assistant City Manager for Columbia Water

11/12/19

Date

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

11/13/19

Date

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

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**List of Exhibits**

Exhibit A – Statement of Work

Exhibit B – Schedule

Exhibit C – Compensation

Exhibit D – Invoicing Procedures

Exhibit E – Prompt Payment Affidavit

Exhibit F – Business Information Statement

## EXHIBIT A – SCOPE OF WORK/WORK PRIORITIES

### SCOPE of WORK

In general terms, the ENGINEER shall, in a satisfactory and proper manner as determined by the City, perform field work and technical Engineering support necessary for surveying and mapping of the City's water system valve covers and fire hydrants (assets). The ENGINEER shall collect survey data for water system valve covers and hydrants at various locations. These locations may include, but not be limited to, residential and/or commercial areas, roadways and road rights-of-way, areas rural and wooded, and other areas throughout the City's municipal water distribution system that have not been previously surveyed under other CITY programs. The general areas in which surveys are to be performed, including prioritized areas that must be performed first, are identified in Section 2.4. The ENGINEER shall provide project management and administration services, asset survey, and data management. The CITY shall determine with ENGINEER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

Specific project work under this Contract will include, but is not limited to the following:

#### 1.1. Project Management

- 1.1.1. The ENGINEER shall manage the efforts of its project team members and sub-ENGINEER, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, the ENGINEER shall:

Communicate with the CITY and the Clean Water 2020 Program Manager through a single point of contact, the ENGINEER's Project Manager.

- 1.1.1.1. ENGINEER to maintain regular contact with the City's staff throughout the project. This scope includes a kickoff meeting at the beginning of the project and monthly progress meetings through project completion. The ENGINEER must create meeting agendas in advance of each meeting and issue meeting minutes within three business days of each meeting.
- 1.1.1.2. Provide monthly schedule updates pertaining to ENGINEER's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report (template to be provided by CITY) to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly using Microsoft Project, Primavera P6 software, or other approved software. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Services. All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format at a minimum.
- 1.1.1.3. Submit an updated progress report and project schedule concurrently with the draft invoice to the CITY for review monthly.
- 1.1.1.4. ENGINEER shall utilize SharePoint, a web-based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, decisions, deliverables, documentation and management of the project. CITY will provide training on the use of SharePoint and will be required to follow those directives.



1.1.1.5. ENGINEER shall implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by sub-Engineer and ENGINEER meets these quality control and quality assurance procedures prior to issuance of all deliverables.

1.1.1.6. ENGINEER shall develop a traffic control plan, utilize traffic control devices and provide traffic control as necessary throughout the project. The traffic control plan shall be subject to approval by the authority having jurisdiction prior to commencing with work.

## 1.2. Valve Cover and Hydrant Survey

1.2.1. The ENGINEER shall locate, and survey all covers associated with valves along the City's water system pipeline network, including fire hydrant locations. A summary of the technical requirements for the field survey work is provided below. The ENGINEER and all associated ENGINEERS are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

1.2.2. Before commencement of surveying activities, the survey crew shall daily "tie in" to an existing benchmark with a documented location either by SCGS, NCS, or the local municipality or county. The benchmark used for each survey shall be noted in the survey submittal.

1.2.3. Locate each asset within the project area and survey locate the horizontal (X and Y) and vertical (Z) coordinates.

1.2.4. Provide horizontal coordinates (X and Y) and elevations (Z) with survey-grade accuracy as described below:

1.2.4.1. All coordinates obtained will be provided in South Carolina State Plane Coordinates NAD 1983 (2011), International Feet (true state plane coordinates) and all elevations will be provided to the CITY in NAVD '88 datum.

1.2.4.2. Horizontal coordinate values will be collected per the accuracy specified in Exhibit B, Water Valve and Hydrant Data Collection Specifications, of this RFP.

1.2.4.3. Vertical coordinate values shall be provided at the level of accuracy possible based on the horizontal accuracy specification.

1.2.5. Some valve covers, and hydrants are not easily accessible via vehicle. The ENGINEER shall be responsible for accessing the assets which may involve work in wooded and rural areas. In addition, conventional survey techniques may be needed to collect information for these features. ENGINEER is required to perform a field verification before initiating the work to determine if assistance from the CITY is needed to gain access.

1.2.6. Requirements for locating valve covers and hydrants:

1.2.6.1. Every reasonable effort shall be made to locate all valve cover and hydrant assets. ENGINEER is expected to uncover buried valve covers to the extent reasonable, except those valve covers that are buried by pavement. ENGINEER shall attempt to locate each valve and hydrant asset

for a minimum of **ten (10) minutes** prior to discontinuing efforts to locate said asset. ENGINEER shall maintain a complete database and GIS map using an approved basemap data layer(s) that shows the City's water system GIS assets, the general location of the valve covers or hydrants that could not be found where water pipelines are known to exist, along with reasoning and efforts used to attempt to locate the valve covers or hydrants. ENGINEER shall submit the database and map to the City's project representative weekly.

- 1.2.6.2. When valves are deemed "Not Locatable," the City through its own forces, may locate the valve. The ENGINEER will be required to revisit these valves and perform the assessment.
- 1.2.6.3. For valve covers and hydrants that cannot be located, the CITY may assist in locating the assets at its discretion. The time frame for this assistance is dependent on the City's schedule. The CITY may require a meeting with the surveyor on-site. Once the assets are located, the ENGINEER shall return to the site to perform survey/ inspection at no additional remobilization cost.
- 1.2.6.4. The ENGINEER shall collect two digital photographs of the hydrant assets within the system. One digital photograph shall be of the front of the hydrant. A second photo of the hydrant feature showing the number and general configuration of the nozzles on the hydrant as well as the general surroundings of the hydrant. A second, single digital photograph shall be of the identification plate/casting on the hydrant showing the manufacturer, date of manufacture, etc. The digital photographs shall be numbered using the same unique hydrant number coded into the FacilityID field for each hydrant asset with a suffix of "\_A" for the area photograph (photograph 1 described above) and "\_B" for the backplate or information plate photograph (photograph 2 described above). The digital photographs shall use a minimum resolution of 2240x1680 or 4 megapixels.
- 1.2.6.5. If assets in the area of the scope of work are found to be owned by an entity other than the CITY, field work should stop in this area and the ENGINEER should coordinate with the CITY on how to proceed. At a minimum a map shall be provided to the CITY GIS staff that designates the different City other than the CITY, as defined in the specifications.
- 1.2.7. At the completion of the field surveying activities within each project area, ENGINEER shall prepare a surveyor's report containing quantity counts of the items surveyed and a narrative describing the survey procedures used. The final report shall be signed and sealed by a licensed land surveyor in the state of South Carolina.

### 1.3. Data Management

- 1.3.1. Prior to the ENGINEER commencing work in an area, the CITY will provide a copy of the most recent version of the water network assets in an Esri file geodatabase (10.x) format. The ENGINEER must use this data to define the locations to survey for assets. However, it is known that the pipeline locations in the current GIS may be incorrect (on the wrong side of the street, incorrectly placed in easements, missing assets, etc.) and the ENGINEER shall make every effort to logically identify areas to search for the assets based on the location of previously located assets during the survey process.

- 1.3.2. Review of Existing Asset Information – The ENGINEER shall review the GIS mapping provided for system connectivity. The CITY shall provide updated GIS files as changes are made to the data over the course of the project and the latest GIS files should always be used by the ENGINEER.
- 1.3.3. Data Compilation – The ENGINEER shall maintain a single, combined set of surveyed points representing the assets collected during the project by all survey teams. The combined file shall be maintained and updated as survey teams return to the office such that future data provided to the survey teams will show assets that have been previously located.
- 1.3.4. ENGINEER Work Summaries and pay applications for water valves and hydrants surveyed should be provided. **[DELIVERABLE]**

### PROJECT WORK SCOPE PRIORITIES

ENGINEER overall scope of the project is to survey the entire Columbia Water Distribution system. Initially Columbia Water has identified “priority” locations to complete in the 18 months of this contract with the number one (1) being the highest priority area and the fourteenth (14) being the lowest priority area. The areas have been identified and ranked in order of importance for surveying in the following table. The number of assets to be surveyed is an estimated number based on the geographic size of the area. It should be anticipated that the number of in these areas may be more or less since the City does not have an accurate count of its current water assets.

| Priority Ranking | Critical Area          | Estimated Number of Valves | Estimated Number of Hydrants |
|------------------|------------------------|----------------------------|------------------------------|
| 1                | Downtown               | 2,500                      | 250                          |
| 2                | Water Treatment Plant  | 1,250                      | 125                          |
| 3                | Chapin                 | 2,500                      | 250                          |
| 4                | Horseshoe Pump Station | 1,250                      | 125                          |
| 5                | Ballentine Tank        | 1,250                      | 125                          |
| 6                | Monticello Road        | 2,500                      | 250                          |
| 7                | I-26 Corridor          | 2,500                      | 250                          |
| 8                | Fort Jackson North     | 1,250                      | 125                          |
| 9                | Fort Jackson South     | 1,250                      | 125                          |
| 10               | Genstar Pump Station   | 1,250                      | 125                          |
| 11               | Wilson Boulevard       | 1,250                      | 125                          |
| 12               | Parklane Road          | 1,250                      | 125                          |
| 13               | I-77 Corridor          | 2,500                      | 250                          |
| 14               | Pontiac Pump Station   | 1,250                      | 125                          |

### RESPONSIBILITIES

#### 1.4. CITY Responsibilities

- 1.4.1. The CITY representative shall manage the coordination of status meetings, receipt and acceptance of project deliverables, and determine satisfactory completion of the project scope.

- 1.4.2. The CITY representative shall review and provide approval or rejection of requested project schedule changes.
- 1.4.3. The CITY representative shall, to the maximum extent practical, make archived drawings and maps of water distribution system segments associated with this project available to the ENGINEER for use.
- 1.4.4. The CITY representative shall be responsible for providing clarifications requested by the ENGINEER as necessary to assist with completion of work as specified herein.

**1.5. ENGINEER Responsibilities**

- 1.5.1. The ENGINEER shall be responsible for safe execution of the project work scope and develop and submit a project-specific safety plan.
- 1.5.2. The ENGINEER shall comply with all federal, state, and local laws during execution of the project work scope.
- 1.5.3. The ENGINEER shall ensure personnel and vehicles associated with this project are positively identified to the public as specified herein.
- 1.5.4. The ENGINEER shall be responsible for quality control during execution of the project work scope as specified herein.
- 1.5.5. The ENGINEER shall ensure that qualifications and licensure requirements as described herein are maintained throughout the execution of the project work scope.
- 1.5.6. The ENGINEER shall be responsible for making notifications as described herein.
- 1.5.7. The ENGINEER shall be responsible for preparing for and attending meetings as identified herein.
- 1.5.8. The ENGINEER shall be responsible for developing and maintaining the project schedule.
- 1.5.9. The ENGINEER shall be responsible for tracking progress and work activities as described herein.
- 1.5.10. The ENGINEER shall be responsible for completion of the work scope as specified herein.
- 1.5.11. The ENGINEER shall be responsible for submission of deliverables satisfactory to the CITY as specified herein.
- 1.5.12. The ENGINEER shall be responsible for submission of timely pay requests and additional information required to allow the ONWER representative to confirm work completion.

## GENERAL REQUIREMENTS

- 1.6. Portions of the City of Columbia Regulations, Part 14 and Part 15, which address conditions directly associated with this project are in effect.
  - 1.6.1. In cases where the City of Columbia Regulations conflict with this Project Manual, the direction in this Project Manual shall take precedence.
  - 1.6.2. Instances where the City of Columbia Regulations address conditions directly associated with this project but are either enhanced or replaced by exception in these project specifications are identified in the Special Provisions herein.
  - 1.6.3. The ENGINEER shall ensure compliance with all federal, state, and local ordinances pertaining to the type of work specified herein.
  - 1.6.4. Safety
    - 1.6.4.1. ENGINEER shall ensure that all project activities conform to state and federal Occupational Safety and Health Administration (OSHA) standards and regulations.
    - 1.6.4.2. ENGINEER shall develop a project-specific Safety Plan and submit to the CITY representative for review and comment. **[DELIVERABLE]**
    - 1.6.4.3. All personnel shall always wear appropriate Personal Protective Equipment (PPE) as required by regulations while performing work or in the vicinity of work activities.
  - 1.6.5. Positive Identification
    - 1.6.5.1. ENGINEER shall always use company marked vehicles during the project to outwardly demonstrate the business name.
    - 1.6.5.2. ENGINEER personnel shall always be prepared to provide identification to persons inquiring about their operations while on CITY property or easements owned, leased, or operated by the CITY.
    - 1.6.5.3. ENGINEER personnel directly involved in contacting property Citys are required to have identification, complete with photograph, associating them with their employer.
      - 1.6.5.3.1. Identification shall always be prominently displayed while engaged in contact with property City's.
  - 1.6.6. Quality Control
    - 1.6.6.1. The ENGINEER shall be responsible for conducting any preliminary inspections of the project documentation and work area to ensure accuracy and ability to comply with the project specifications herein.

1.6.6.2. The ENGINEER shall implement and adhere to internal quality control and quality assurance procedures for all project activities, including subEngineer work.

1.6.6.3. The ENGINEER shall make any quality control and quality assurance processes material to the project available for review by CITY representative or designee as requested.

The ENGINEER shall provide staffing as needed to complete work without undue delay and within the contract time allotted.

## 1.7. Notification and Communication

### 1.7.1. Property Owner Notification

#### 1.7.1.1. Written Notice

1.7.1.1.1. ENGINEER shall provide written notice to each affected property owner regarding project work on or immediately adjacent to their property at the following intervals:

1.7.1.1.1.1. 7 calendar days prior to accessing the property or immediate vicinity

1.7.1.1.2. ENGINEER shall draft notification language for approval by the CITY representative.

1.7.1.1.3. CITY representative shall review, provide feedback, and make final approval of written notifications.

1.7.1.1.4. ENGINEER shall prepare and distribute copies of all public notifications.

1.7.1.1.5. Each written notice shall include, at minimum:

1.7.1.1.5.1. Date and time of activity start

1.7.1.1.5.2. Estimated date and time of activity completion

1.7.1.1.5.3. ENGINEER telephone number for property owner to call for information while work is in progress.

1.7.1.2. If property owner objects to project work on their property, the ENGINEER shall make every reasonable effort to obtain consent to carry out the provisions of this Project Manual. If all efforts to obtain consent are unsuccessful, the ENGINEER shall notify CITY representative. The CITY shall then take or recommend further action as necessary.

### 1.7.2. CITY Representative Notification and Communication

1.7.2.1. The ENGINEER shall utilize the CITY representative as the primary point of contact for all project activities.



- 1.7.2.1.1. Additional personnel may be designated by the CITY representative to communicate with the ENGINEER, but the CITY representative shall receive, at minimum, a copy of all correspondence.
- 1.7.2.1.2. The ENGINEER shall provide names, phone numbers, and email addresses of individuals who shall serve as points-of-contact and who shall be able to notify work crews of the need to immediately stop work or other work impacts.
- 1.7.2.2. The ENGINEER shall utilize the project Sharepoint (web-based document storage, sharing, and controls) site directly or via email to share and document project progress, data, decisions, deliverables, and other information material to the project.
  - 1.7.2.2.1. The ENGINEER shall attend a brief Sharepoint user introduction session provided by the CITY in order to gain access to the site. Scheduling of the session shall be coordinated with the CITY representative.
- 1.7.2.3. Notify CITY representative IMMEDIATELY for:
  - 1.7.2.3.1. Any conditions or defects posing imminent danger to the public (e.g. missing valve cover lids, missing manhole lids, broken covers, sink holes, etc.)
  - 1.7.2.3.2. Any valve that is buried, cannot be found, or cannot be accessed ENGINEER will provide valve identification number, map (.PDF) showing location of the valve, and procedures used to attempt to locate the valve.
  - 1.7.2.3.3. Any property City objection to project work on their property
  - 1.7.2.3.4. Any changes to scope of work necessary for project completion (**NOTE: Changes shall be made only upon CITY written authorization**)
    - 1.7.2.3.4.1. CITY representative or designee shall review scope change requests and provide written authorization if approved.
- 1.7.2.4. Notify CITY representative at the time of any deliverable submittal.
- 1.7.3. Project Meetings
  - 1.7.3.1. Project Kickoff Meeting
    - 1.7.3.1.1. The ENGINEER shall attend a Project Kickoff Meeting prior to work commencement.
    - 1.7.3.1.2. The CITY representative shall coordinate with the ENGINEER for scheduling of the Project Kickoff Meeting.
  - 1.7.3.2. Monthly Project Update Meetings

1.7.3.2.1. The ENGINEER shall attend Monthly Project Update Meetings identifying progress and schedule throughout the project.

1.7.3.2.2. The ENGINEER shall provide the monthly project status report in support of Monthly Project Update Meetings.

1.7.3.3. The ENGINEER shall attend additional meetings as requested by the CITY representative with a minimum 3 calendar day notice.

## 1.8. PROJECT SCHEDULES AND STATUS UPDATES

1.8.1. The ENGINEER shall develop and maintain the project schedule.

1.8.1.1. The initial project schedule shall be provided to the CITY representative for review prior to work commencement. **[DELIVERABLE]**

1.8.1.2. Schedule shall be updated not less than monthly and provided to the CITY representative for review as part of the Monthly Project Status Report. **[DELIVERABLE]**

1.8.1.3. The CITY representative shall have approval authority for any schedule changes from the initial project schedule.

1.8.1.3.1. If any schedule changes not due to weather or other natural factors are rejected by the CITY representative, the ENGINEER is responsible for ensuring that work continues schedule.

1.8.1.3.2. The CITY representative shall provide schedule change approval or rejection in writing.

1.8.1.3.3. The CITY representative schedule change approval process shall in no way relieve the ENGINEER's obligation to perform project work in accordance with the latest approved schedule.

1.8.1.3.4. Any schedule change requests submitted with less than 48-hour notice shall be assumed rejected unless directed by the CITY representative in writing.

1.8.2. DAILY work activities and work progress shall be monitored and available for review as requested by the CITY representative or Water Distribution Superintendent.

1.8.2.1. DAILY notification of work activities and work location shall be provided to the CITY representative and Water Distribution Superintendent.

1.8.3. A preview report of work for the upcoming week shall be submitted WEEKLY. **[DELIVERABLE]**

1.8.3.1. The ENGINEER shall identify any potential risks to timely work completion.

1.8.3.2. The ENGINEER shall also provide the weekly preview report to the Water Distribution Superintendent.

1.8.4. A project status report shall be submitted MONTHLY. **[DELIVERABLE]**

1.8.4.1. Status report shall be submitted no less than 7 calendar days prior to the scheduled Monthly Project Status meetings.

1.9. Work Completion

1.9.1. Encroachment Permits

1.9.1.1. The ENGINEER shall be responsible for obtaining all encroachment permits necessary to access easements and rights-of-way encountered throughout completion of the project (e.g. City of Columbia, SCDOT, etc.).

1.9.1.2. The ENGINEER shall adhere to all requirements of encroachment permits while performing work within their scope. If an approved permit conflicts with the direction of this project manual, the ENGINEER shall notify the CITY representative prior to execution of the permit to address the discrepancy. Failure to provide reasonable notification of permit discrepancies does not relieve the ENGINEER from the responsibility of timely work completion. Impacts shall be at the ENGINEER's expense.

1.9.1.3. The ENGINEER shall provide copies of each permit obtained for completion of the project to the CITY a minimum of three (3) business days prior to execution of the work associated with each permit. **[DELIVERABLE]**

1.9.2. Traffic Control

1.9.2.1. The ENGINEER shall develop a traffic control plan and implement the plan using traffic control devices and procedures as necessary throughout the project.

1.9.2.2. The traffic control plan shall be subject to approval by the applicable jurisdiction authority prior to work commencement.

1.9.2.2.1. The ENGINEER shall ensure the traffic control plan is submitted to and approved by the appropriate jurisdiction in a timely manner.

1.9.2.2.2. Failure to receive approval due to delays in the traffic control plan approval process does not relieve the ENGINEER from the responsibility of timely work completion. Impacts shall be at the ENGINEER's expense.

1.9.3. Working Hour Restrictions

1.9.3.1. Work beyond the street rights-of-way is restricted to between 8:00 A.M. and 5:00 P.M., Monday through Friday.

1.9.3.2. For work at other times and days, the ENGINEER shall submit to the CITY representative for approval a request for change in work hours.

1.9.3.3. A request shall be submitted no later than 3 business days prior to the time and date of requested schedule change.

#### 1.9.4. Utilities Usage

1.9.4.1. The ENGINEER shall be responsible for arranging all utilities required for completion of the project (e.g. water connection, temporary electrical services, etc.)

#### 1.9.5. Procurement Requirements

The ENGINEER shall furnish all materials identified in the material specifications and any tools, equipment, and accessories necessary to perform work in accordance with this project manual

### 1.10. Payment

1.10.1. The ENGINEER is responsible for submitting payment applications and all supporting documentation to allow the CITY representative to confirm work completion prior to payment approval.  
**[DELIVERABLE]**

Payment applications shall correspond to Monthly Status Updates to facilitate comparison and discussion at the Monthly Project Status Meetings.

1.10.2. The CITY representative is responsible for reviewing payment applications and recommending CITY approval or rejection.

1.10.3. The CITY representative has authority to hold payment application processing due to lack of sufficient supporting information or deliverables not received.

1.10.4. Payments associated with this project shall be processed according to the following bases:

#### 1.10.4.1. Water Valve and Fire Hydrant Survey

1.10.4.1.1. Measurement shall be made on a per each (EA) basis of Water Valves and Fire Hydrants surveyed.

1.10.4.1.2. Payment shall be at the Contract Unit Price as determined by the bid per the actual count of Valves and Fire Hydrants survey has been completed.

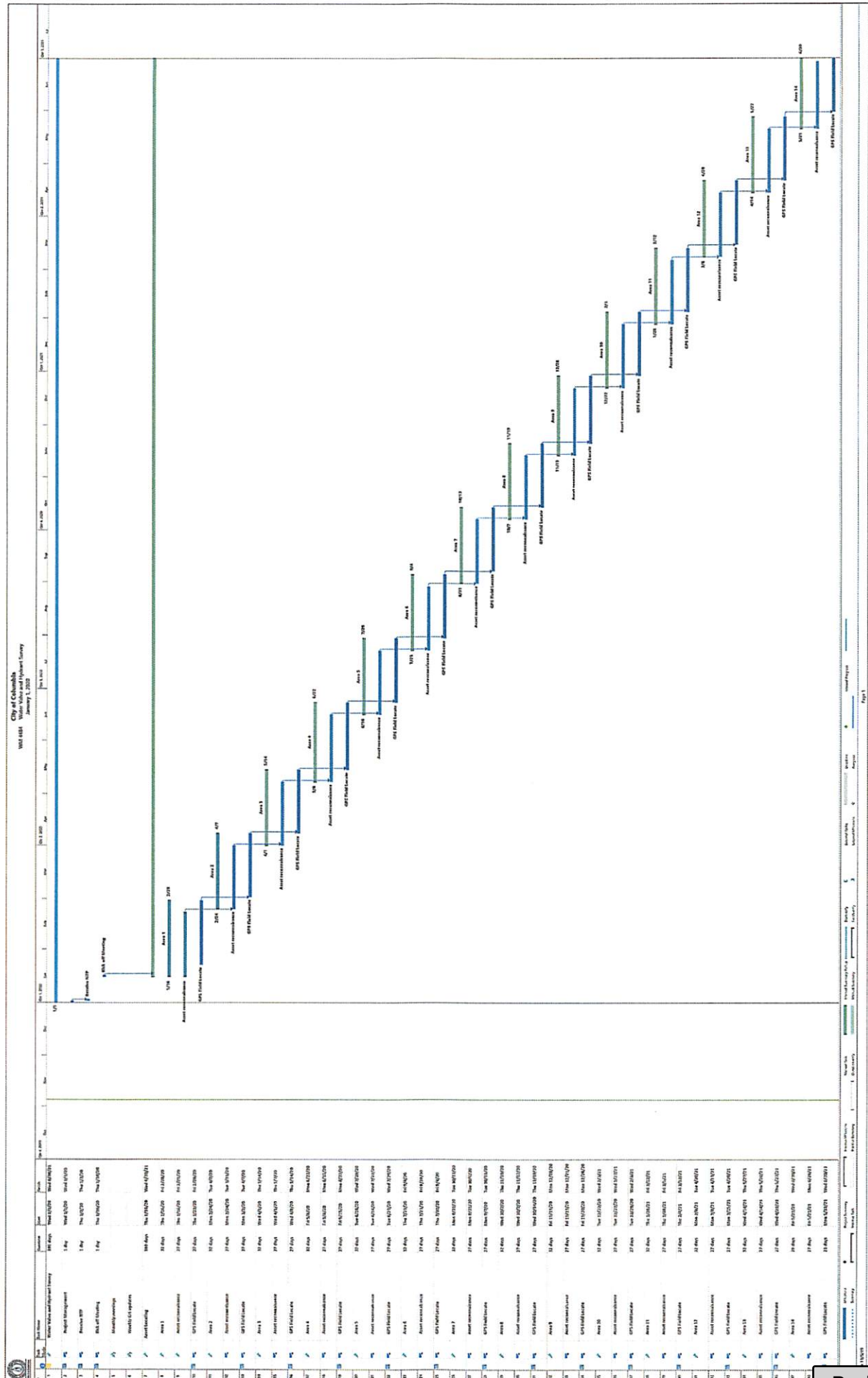
1.10.4.1.2.1. Payment application shall provide the number of Valves and Fire Hydrants surveyed.

1.10.4.1.3. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope of surveying Valves and Fire Hydrants, and verification of work progress.

#### 1.10.5. ENGINEER Work Summary

- 1.10.5.1. The ENGINEER shall submit a work summary spreadsheet which identifies project progress using the template provided by the CITY. **[DELIVERABLE]**
  - 1.10.5.1.1. The ENGINEER Work Summary shall contain a comprehensive list identifying each Valve and Fire Hydrant surveyed.
  - 1.10.5.1.2. Work completion shall be tracked in relation to progress along Water Mainline pipe segments or relative other assets identified in the original maps provided by the CITY.
  - 1.10.5.1.3. The ENGINEER Work Summary shall identify dates of work completion.
- 1.10.5.2. The ENGINEER Work Summary shall be updated by the ENGINEER and submitted at monthly intervals.
  - 1.10.5.2.1. Each subsequent ENGINEER Work Summary submitted after the first shall be cumulative.
- 1.10.5.3. The final, comprehensive ENGINEER Work Summary shall identify all work completed for the entirety of the project. **[DELIVERABLE]**

The ENGINEER Work Summary shall be submitted in Microsoft Excel format (.xlsx is preferred, version 97-2003 .xls required at minimum).





## EXHIBIT C - COMPENSATION

Water Valve and Hydrant Survey WM4484  
 RFP002-19-20-KDD  
 Chao Fee Submittal Worksheet



Date: September 9, 2019

## COST PROPOSAL

| Item # | Description         | Unit | Estimated Quantity | Unit Price | Total Price  |
|--------|---------------------|------|--------------------|------------|--------------|
| 1.     | Water Valve Survey  | EA   | 23,750             | \$29.0818  | \$690,692.46 |
| 2.     | Fire Hydrant Survey | EA   | 2,375              | \$29.0818  | \$69,069.25  |

Total Estimated Price: \$759,761.71

## Field work

## Assumptions

Fee is based on 2375 fire hydrants and 23750 valves  
 Average locate time 10 minutes per asset  
 20% of assets unable to find and will be revisited

|                        |          |                  |              |
|------------------------|----------|------------------|--------------|
|                        |          | 10 minutes       |              |
| Fire hydrants          | 2375     | 23750 min        |              |
| Valves                 | 23750    | 237500 min       |              |
| Missing assets (20%)   | 4750     | 47500 min        |              |
|                        | 30875    | 308750 min       |              |
| Estimated Hours        |          | 5146 hrs         |              |
| Field Crew Hourly Rate | \$130/hr |                  |              |
|                        |          | Total Field Work | \$668,958.33 |

## Schedule Duration \*

Number of 8hr days 643.2  
 250 working days in a year 2.6 years

\* Schedule duration is for estimated hours calculation only. Length of performance will be affected by number of field crews deployed.

## Administration

## Assumptions

Weekly office time for field work coordination and progress reports  
 Monthly meeting 4hr per month  
 Based on 2.6 year completion duration

|                 |          |                   |             |
|-----------------|----------|-------------------|-------------|
|                 |          | Projected Hours   |             |
| Weekly Office   | 2 hr/wk  | 267.6 x \$160/hr  | \$42,813.33 |
| GIS             | 10 hr/wk | 1337.9 x \$100/hr | \$13,379.17 |
| Monthly Meeting | 4 hr/mo  | 123.5 x \$160/hr  | \$19,760.00 |

| Reimbursables          |                               |              |              |
|------------------------|-------------------------------|--------------|--------------|
|                        | Gas                           | 200 miles/wk | \$14,850.88  |
|                        | Total Fees:                   |              | \$759,761.71 |
| Total number of assets | 26125                         |              |              |
| Price per asset        | \$29.0818                     |              |              |
|                        | Total price for Fire Hydrants |              | \$69,069.25  |
|                        | Total price for Valves        |              | \$690,692.46 |

RFP002-19-20-KDD Water Valve and Hydrant Survey WM4484

**STAFF HOURLY RATES**Firm Name: Chao and Associates, IncTotal Cost for the Scope of Services as listed in Section IV: \$759,761.71

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

|                                                         |                   |
|---------------------------------------------------------|-------------------|
| Professional Engineer                                   | <u>150</u> / hour |
| Project Manager                                         | <u>170</u> / hour |
| Staff Engineer                                          | <u>120</u> / hour |
| CAD Technician                                          | <u>100</u> / hour |
| Construction Administrator                              | <u>60</u> / hour  |
| Additional: Professional Land Surveyor                  | <u>95</u> / hour  |
| Additional: Surveying Crew (a Crew Chief and a Rod man) | <u>130</u> / hour |

Please provide a brief description of each category including years of experience, certification, etc. You are welcome to add additional categories if not already listed.

## EXHIBIT D – INVOICING PROCEDURE

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov), based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description

of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

## EXHIBIT E - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public



## EXHIBIT F - BUSINESS INFORMATION STATEMENT

RFP002-19-20-KDD Water Valve and Hydrant Survey WM4484

## 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: Chao and Associates, Inc.

Headquarters Address: 7 Clusters Ct.  
Columbia, SC 29210

Local Office Address,  
if applicable: \_\_\_\_\_

Phone No.: (803)772-8420 Fax No.: (803)772-9120

Email address: Jimmy@chaoinc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 570848493

DUNS Number: 189168735

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

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

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

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

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

RFP002-19-20-KDD Water Valve and Hydrant Survey WM4484

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

Name/Title: Jimmy Chao/President  
Phone Number: (803)772-8420

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

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Form Completed by:

  
Authorized Signature

9/9/2019  
Date

**ORDINANCE NO.: 2019-085**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71, Permit, indemnification and insurance requirements for work affecting streets or other public property to add (e) Outdoor dining encroachments*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71 Permit, indemnification and insurance requirements for work affecting streets or other public property is amended to add (e) Outdoor dining encroachments, to read as follows:

**Sec. 11-71. Permit, indemnification and insurance requirements for work affecting streets or other public property.**

(a) *Permit required; indemnification of city.* Any person who proposes to perform any activity which requires excavation, encroachment, the possibility of encroachment, or temporary use or disruption of any street, easement, public right-of-way or other property owned by or under the control of the city shall be required to obtain a permit before conducting such activity. As a condition for the issuance of such permit, the permittee shall be required to indemnify the city and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the permitted activity, whether such activity is conducted by the permittee or its agents, employees, contractors or subcontractors, and to comply with the requirements of subsection (b) of this section.

(b) *Liability insurance.*

(1) To ensure the indemnification required by subsection (a) of this section, each permittee, except utility companies regulated by the state public service commission, shall provide the city, prior to the issuance of any permit, proof of liability insurance as follows:

a. An owner's and contractor's protective liability policy issued in the name of the owner for whom the activity is to be performed, with the city named as an additional insured, in an amount not less than \$300,000.00 per occurrence limit for bodily injury, personal injury and property damage, with an aggregate liability not less than \$600,000.00 (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form) applicable to such policy;) and

b. A separate general liability policy naming the contractor or other person who will be performing the activity as insured and also naming the city as an additional insured in an amount not less than \$300,000.00 per occurrence and \$600,000.00 aggregate limit for bodily injury, personal injury and property damage. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)

(2) An applicant for a permit may elect not to provide an owner's and contractor's protective liability policy as required by subsection (b)(1)a of this section, but if such election is made the limits of liability required on the general liability policy required by subsection (b)(1)b of this section shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit for bodily injury, personal injury and property damage.

(3) An applicant for a permit may further elect not to provide any proof of liability insurance to the city as required by subsection (b)(1) or (2) of this section, but if such election is made an indemnity surety bond in an amount not less than \$4,000,000.00 and approved as to surety and form by the city attorney shall be filed in lieu of the required insurance.

(4) Any insurance policy provided to the city in satisfaction of the requirements of this subsection (b) shall specifically provide that the insurer provide written notice to the city at least 30 days prior to cancellation, termination or modification of the coverage provided to the city.

(5) If it appears that the proposed activity poses unusual hazard or danger to the public, the city manager may require such additional amounts of insurance coverage as he shall deem appropriate.

(6) The insurance requirements of this section shall supersede all other such provisions in this Code.

(c) *Contractors working for city.*

(1) Contractors performing construction, maintenance or repair work for the city are required to provide proof of liability insurance as follows:

a. An owner's and contractor's protective liability policy issued in the name of the city, in an amount not less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);

b. A separate general liability policy naming the contractor or other person who will be performing the activity as insured and also naming the city as an additional insured in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy); and

c. An excess liability policy naming the contractor or other person who will be performing the activity as insured and also naming the city as an additional insured in an amount not less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)

(2) Any insurance policy provided to the city in satisfaction of the requirements of this subsection (c) shall specifically provide that the insurer provide written notice to the city at least 30 days prior to cancellation, termination or modification of the coverage provided to the city.

(3) The city manager, or his designee, may require such additional amounts of insurance coverage as he shall deem appropriate under the particular circumstances of the construction, maintenance or repair work to be performed.

(4) Contractors are also required to comply with any other or additional indemnification or insurance requirements as may be stated in the bid documents or their contract with the city.

(d) *Continuing encroachments.* Continuing encroachments into, over or under the streets, rights-of-way or other property owned or controlled by the city shall be authorized only by ordinance duly enacted by the city council. Insurance and indemnification requirements for such continuing encroachments shall be as specified in each authorizing ordinance; provided, however, that for encroachments granted by ordinance prior to December 1, 1987, each such ordinance is hereby amended to require proof of continuous general liability insurance naming the city as an additional insured in an amount not less than \$600,000.00 per occurrence.

(e) *Outdoor dining encroachments.* The city manager is authorized to approve outdoor dining encroachments as set out by the policy and procedures for outdoor dining as adopted by City Council.

Requested by:

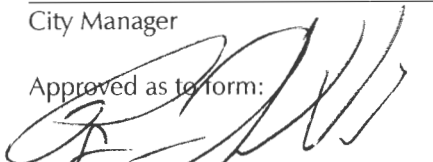
Assistant City Manager Gentry \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:



\_\_\_\_\_  
Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

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

# ORDINANCE NO.: 2019-092

*Granting an encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 1300 block of Bower Parkway adjacent to 350 Harbison Boulevard, 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, and 5300 Block of Forest Drive adjacent to 5340 Forest Drive for the installation and maintenance of bus Shelters, Lexington County TMS#002898-01-031, and Richland County TMS#11505-05-01 and 16706-04-09*

WHEREAS, the Central Midlands Transit Authority – The COMET (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Bower Parkway adjacent to Sam's at 350 Harbison Boulevard, Lexington County TMS#002898-01-031, for the installation and maintenance of a concrete pad measuring approximately eleven (11') feet in width eighteen (18') feet in length, an enclosed aluminum bus shelter approximately five (5') feet in width, sixteen (16') feet in length and eight (8') feet in height, a bench approximately six (6') feet in length two (2') feet in width, and a trash receptacle; the right of way area of the 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, Richland County TMS#11505-05-01, for the installation and maintenance of a concrete pad measuring approximately eleven (11') feet in width and eighteen (18') feet in length, an enclosed aluminum bus shelter approximately five (5') feet in width, sixteen (16') feet in length and eight (8') feet in height, a bench approximately six (6') feet in length two (2') feet in width, and a trash receptacle; and the right of way area of the 5300 Block of Forest Drive adjacent to Wendy's at 5340 Forest Drive, Richland County TMS#16706-04-09, for the installation and maintenance of a concrete pad measuring approximately nine (9') feet in width and twelve (12') feet in length, a concrete ramp approximately six (6') feet in width and twenty (20') feet in length, a bench approximately six (6') feet in length and two (2') feet in width, and a trash receptacle, 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 \_\_\_\_\_, 2019, that Grantee is hereby granted the right to use the right of way areas of the 1300 block of Bower Parkway adjacent to Sam's at 350 Harbison Boulevard, Lexington County TMS#002898-01-031, for the installation and maintenance of a concrete pad measuring approximately eleven (11') feet in width eighteen (18') feet in length, an enclosed aluminum bus shelter approximately five (5') feet in width, sixteen (16') feet in length and eight (8') feet in height, a bench approximately six (6') feet in length two (2') feet in width, and a trash receptacle; the right of way area of the 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, Richland County TMS#11505-05-01, for the installation and maintenance of a concrete pad measuring approximately eleven (11') feet in width and eighteen (18') feet in length, an enclosed aluminum bus shelter approximately five (5') feet in width, sixteen (16') feet in length and eight (8') feet in height, a bench approximately six (6') feet in length two (2') feet in width, and a trash receptacle; and the right of way area of the 5300 Block of Forest Drive adjacent to Wendy's at 5340 Forest Drive, Richland County TMS#16706-04-09, for the installation and maintenance of a concrete pad measuring approximately nine (9') feet in width and twelve (12') feet in length, a concrete ramp approximately six (6') feet in width and twenty (20') feet in length, a bench approximately six (6') feet in length and two (2') feet in width, and a trash receptacle, as shown on the attached drawings.

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 construction shall be repaired

to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray 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 shall coordinate with Traffic Engineering and Street Division to determine exact locations of the shelters in an effort to avoid stacking issues at adjacent intersections.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

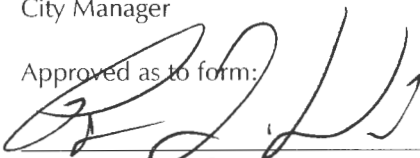
Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Senior Assistant City Attorney

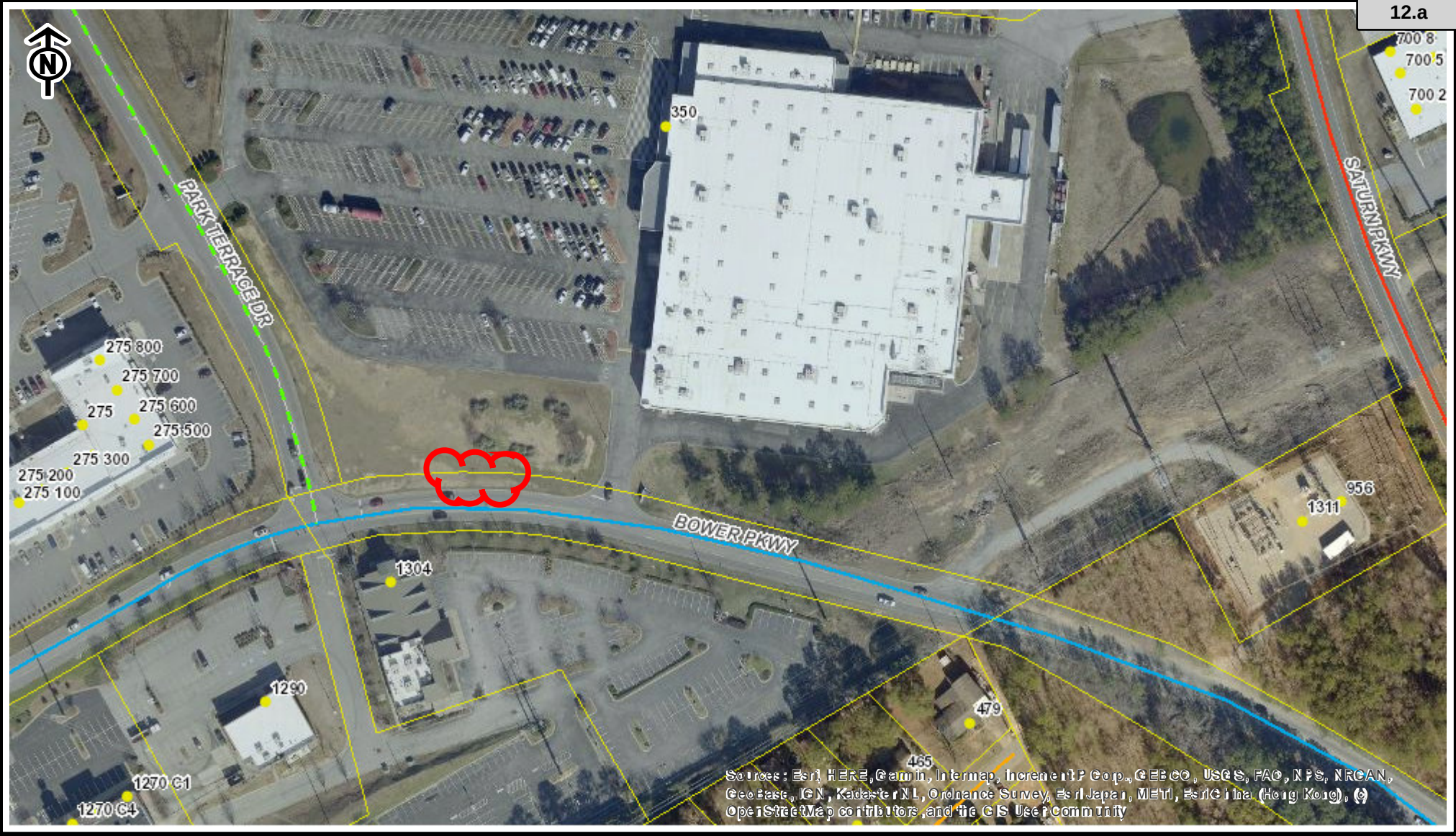
Introduced:

Final Reading:

ATTEST:

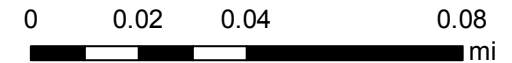
\_\_\_\_\_  
City Clerk





## Comet Bus Shelter City of Columbia

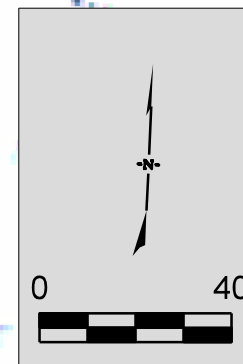
- |                         |                                |                        |
|-------------------------|--------------------------------|------------------------|
| ● Address Point         | — Private                      | — Arterial Streets     |
| □ Tax Parcel            | — University of South Carolina | — Columbia City Limits |
| <b>Street Ownership</b> | — Working                      | — Red: Red             |
| — City of Columbia      | — Interstates                  | — Green: Green         |
| — State                 |                                | — Blue: Blue           |
| — County                | <b>Highways</b>                |                        |
| — Federal               | — US                           |                        |
|                         | — SC                           |                        |



### CITY OF COLUMBIA GIS DATA DISCLAIMER:

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

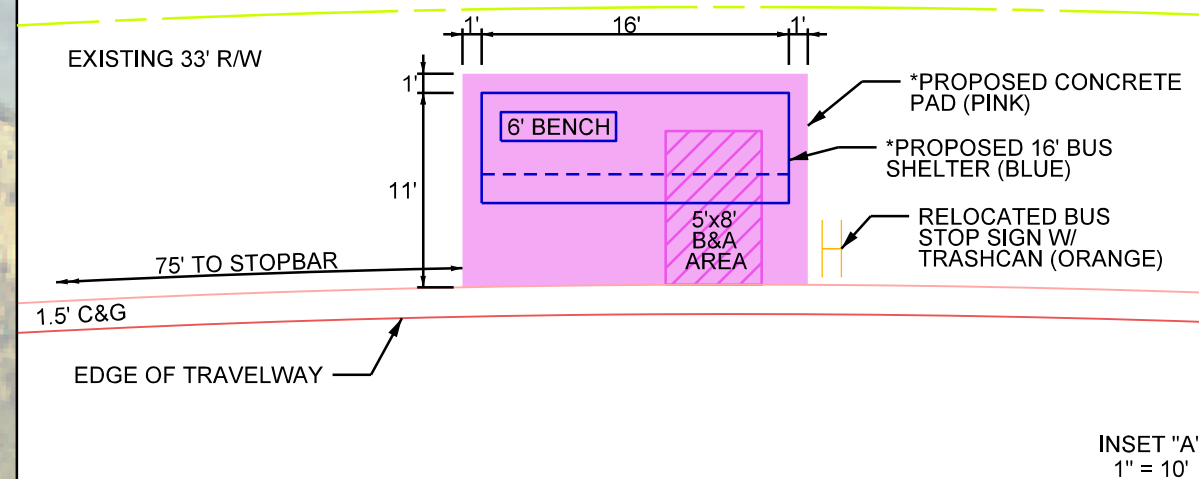




**BUS STOP #385  
BOWER PARKWAY &  
PARK TERRACE DRIVE**

\*TIE PROPOSED CONCRETE PAD FLUSH WITH THE BACK OF THE EXISTING SIDEWALK. PAD MUST HAVE A TRANSVERSE SLOPE NO LESS THAN 50:1 AND NO GREATER THAN 12:1. THE LONGITUDINAL SLOPE OF THE NEW PAD SHALL MATCH THE LONGITUDINAL SLOPE OF THE EXISTING SIDEWALK.  
\*CONCRETE PAD SHALL BE 6" THICK.

\*SEE SHOP DRAWINGS FOR ALL DETAILS AND DIMENSIONS OF SHELTER, CONCRETE PAD, AND TRASH CAN.  
\*BUS SHELTER AND TRASH CAN TO BE MAINTAINED BY THE COMET.  
\*MOUNT NEW TRASH CAN TO NEW BUS STOP SIGN.



CL PARK TERRACE DRIVE

PROPOSED 16'  
BUS SHELTER  
(SEE INSET "A")

335FT REQUIRED SIGHT DISTANCE FOR VEHICLES APPROACHING FROM THE LEFT FOR 35 MPH DESIGN SPEED AND PASSENGER CAR DESIGN VEHICLE

15FT FROM EDGE OF TRAVELWAY

15FT FROM EDGE OF TRAVELWAY

CL BOWER PARKWAY

390FT REQUIRED SIGHT DISTANCE FOR VEHICLES APPROACHING FROM THE RIGHT FOR 35 MPH DESIGN SPEED AND PASSENGER CAR DESIGN VEHICLE

EXISTING 33' R/W

EXISTING 33' R/W

EXISTING 33' R/W

EXISTING 33' R/W

**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: 05/29/2019 Property Owner: City of Columbia  
 Applicant's Name if different from Property Owner: Central Midlands Transit Authority-The COMET  
 Contact Information: Telephone Number: 803-255-7087 Fax Number: \_\_\_\_\_  
 Mailing address: 3613 Lucius Road, Columbia, SC 29204 E-mail address: zmcghee@davisfloyd.com  
 Business Name/Development Name for Encroachment: Central Midlands Transit Authority-The COMET

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway  
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bus Shelter

Dimensions (height/width/length): 6"x12'x18' Concrete Pad  
 (i.e. 6'x42' wooden privacy fence; 9'x6'x16' Bus Shelter  
 two 12'x4'x3' concrete steps)

Construction material: Shelter-Aluminum Frame with Safety Glass Panels

**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.: N/A If not, do you intend to apply for an ABL license? N/A

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.

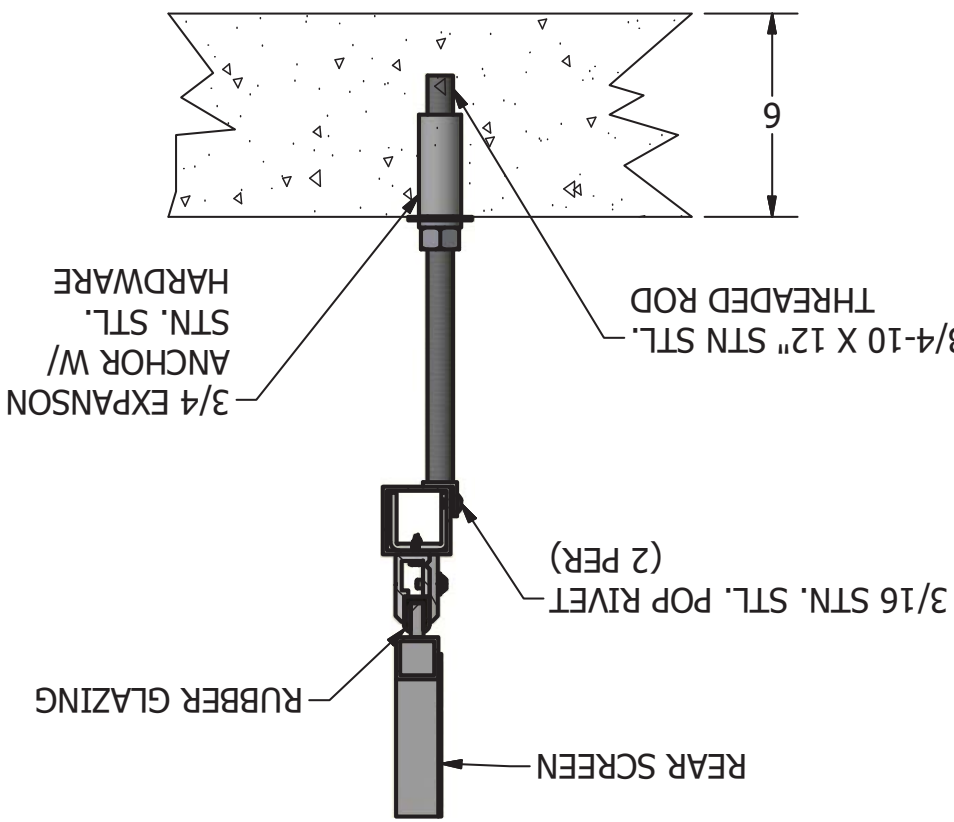
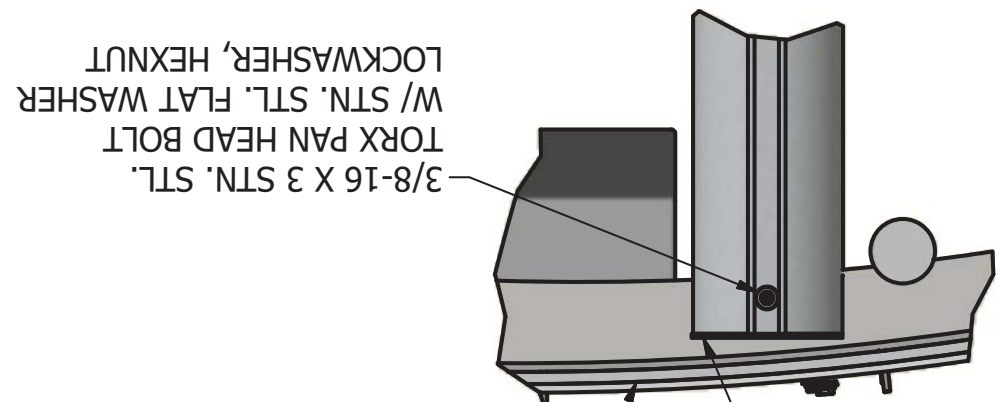
| CONTACT            | DEPARTMENT                                        | PHONE        | FAX          | E-MAIL                    |
|--------------------|---------------------------------------------------|--------------|--------------|---------------------------|
| Johnathan Chambers | Development 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 | ddb Brewer@columbiasc.net |
| Sara Hollar        | Public Works (Forestry & Beautification)          | 803-545-3860 | 803-733-8648 | sehollar@columbiasc.net   |
| John Hooks         | Public Works (Solid Waste)                        | 803-545-3800 | 803-733-8648 | jphooks@columbiasc.net    |
| 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

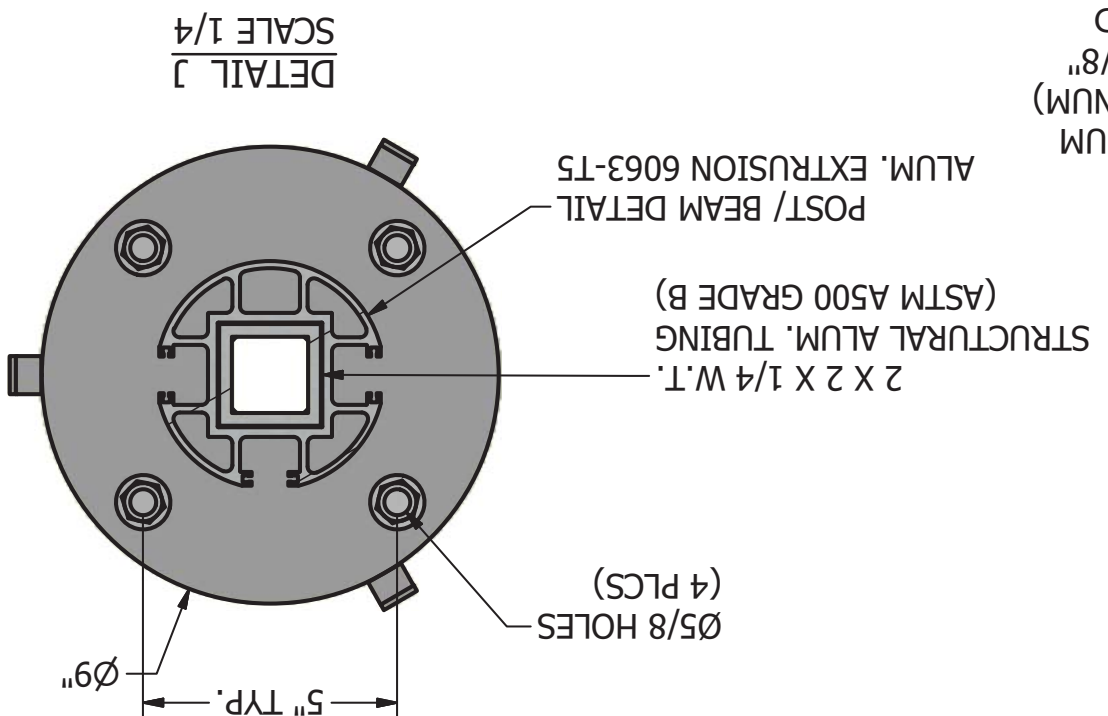
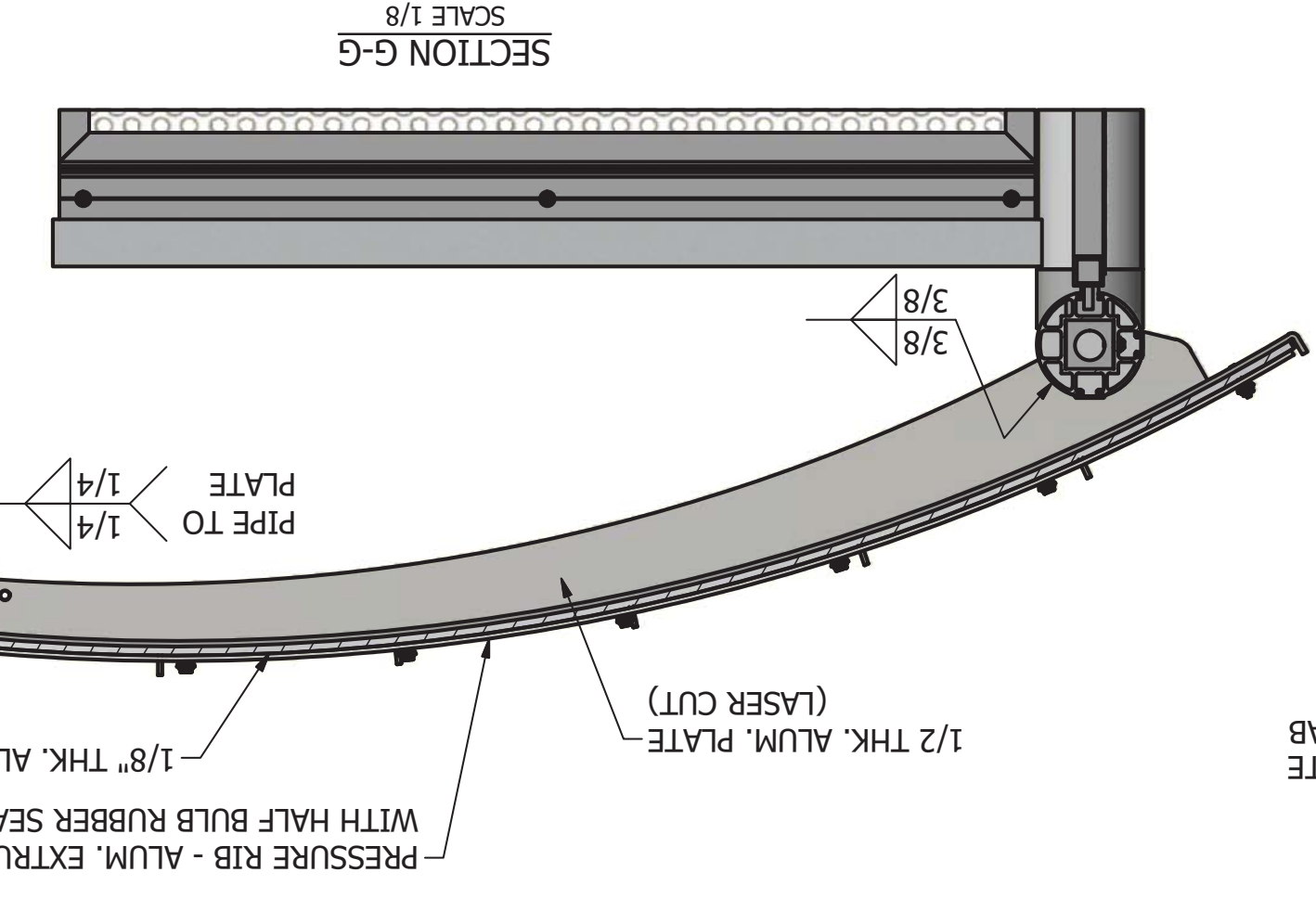
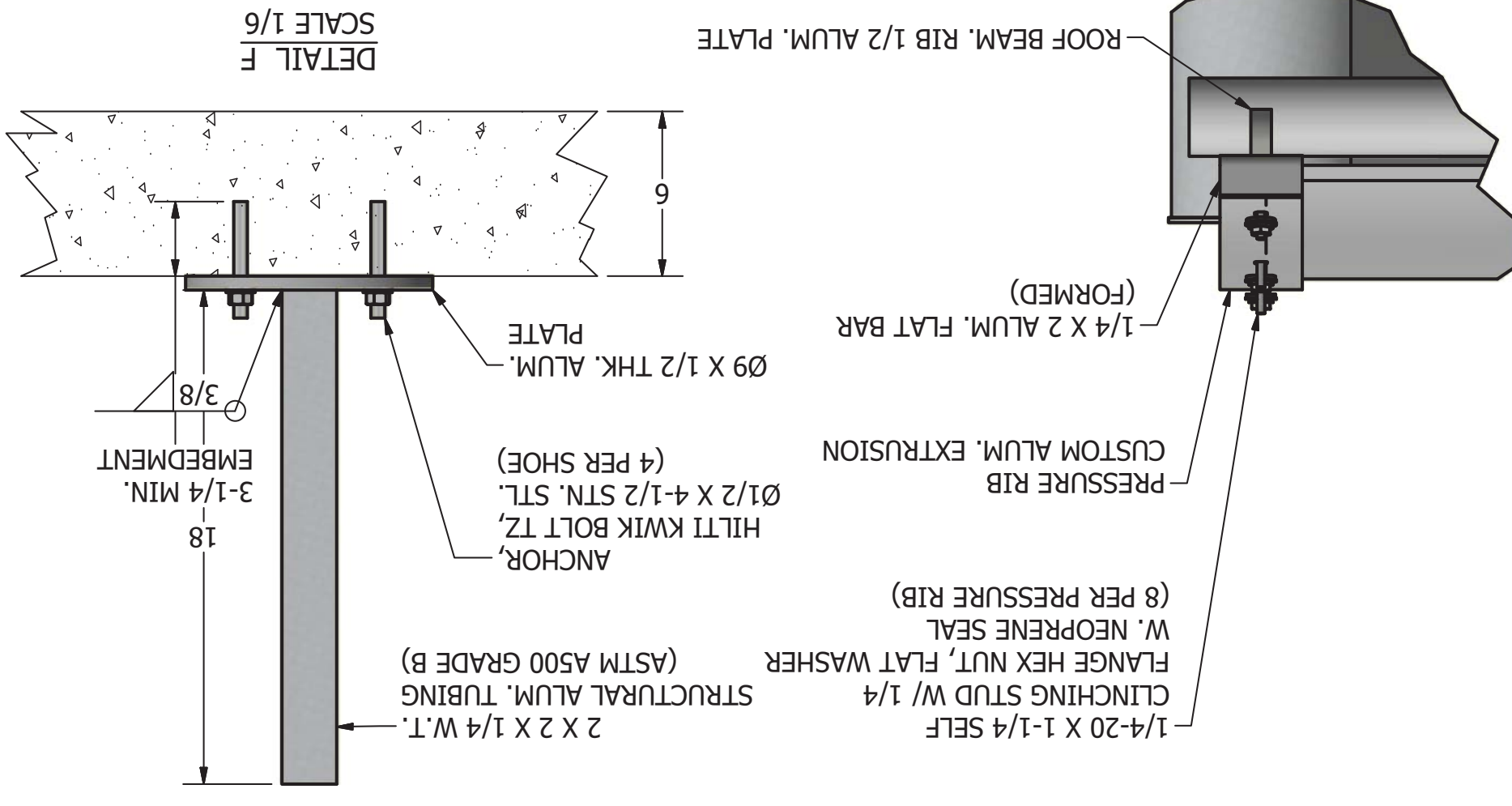
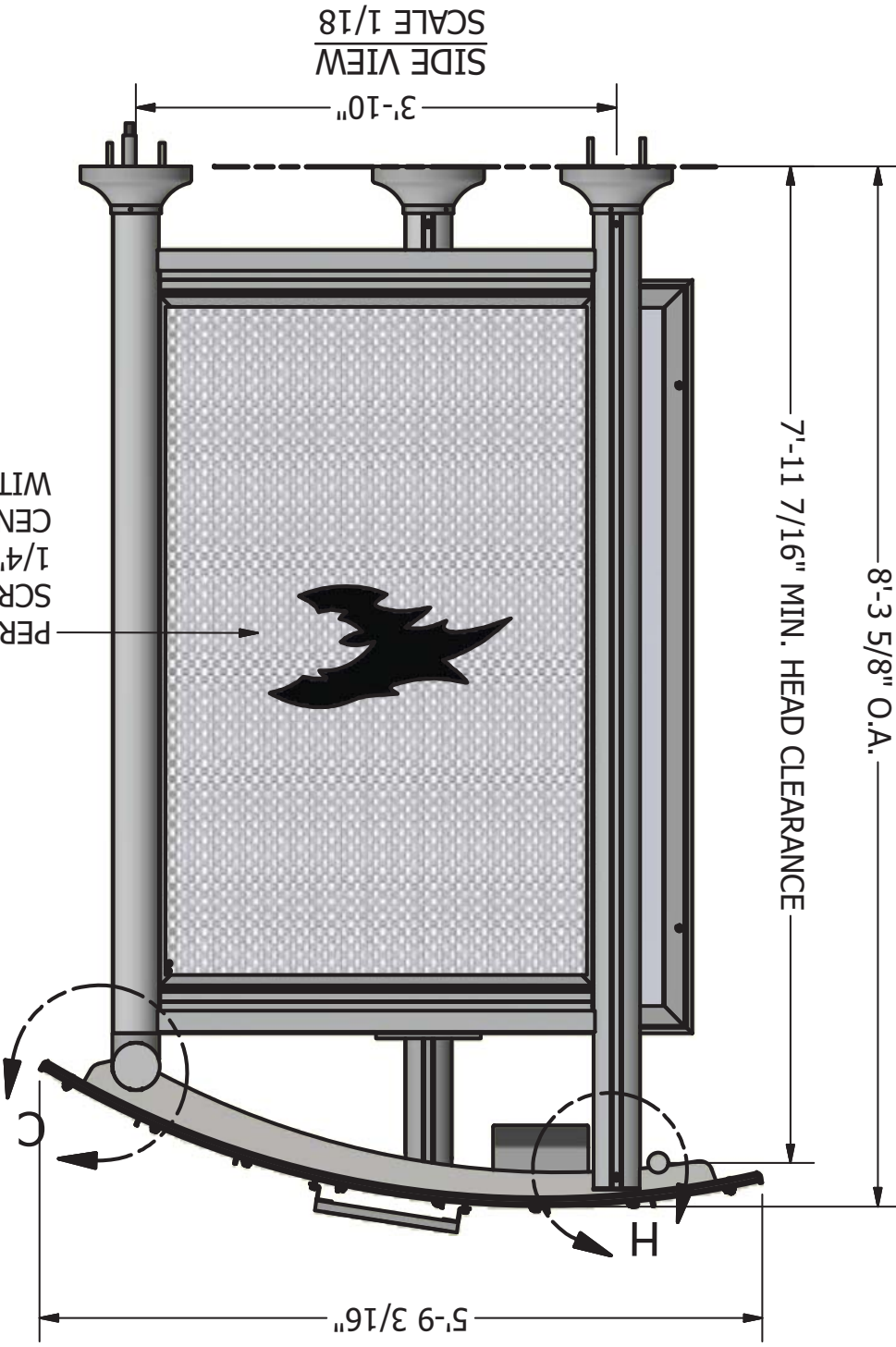
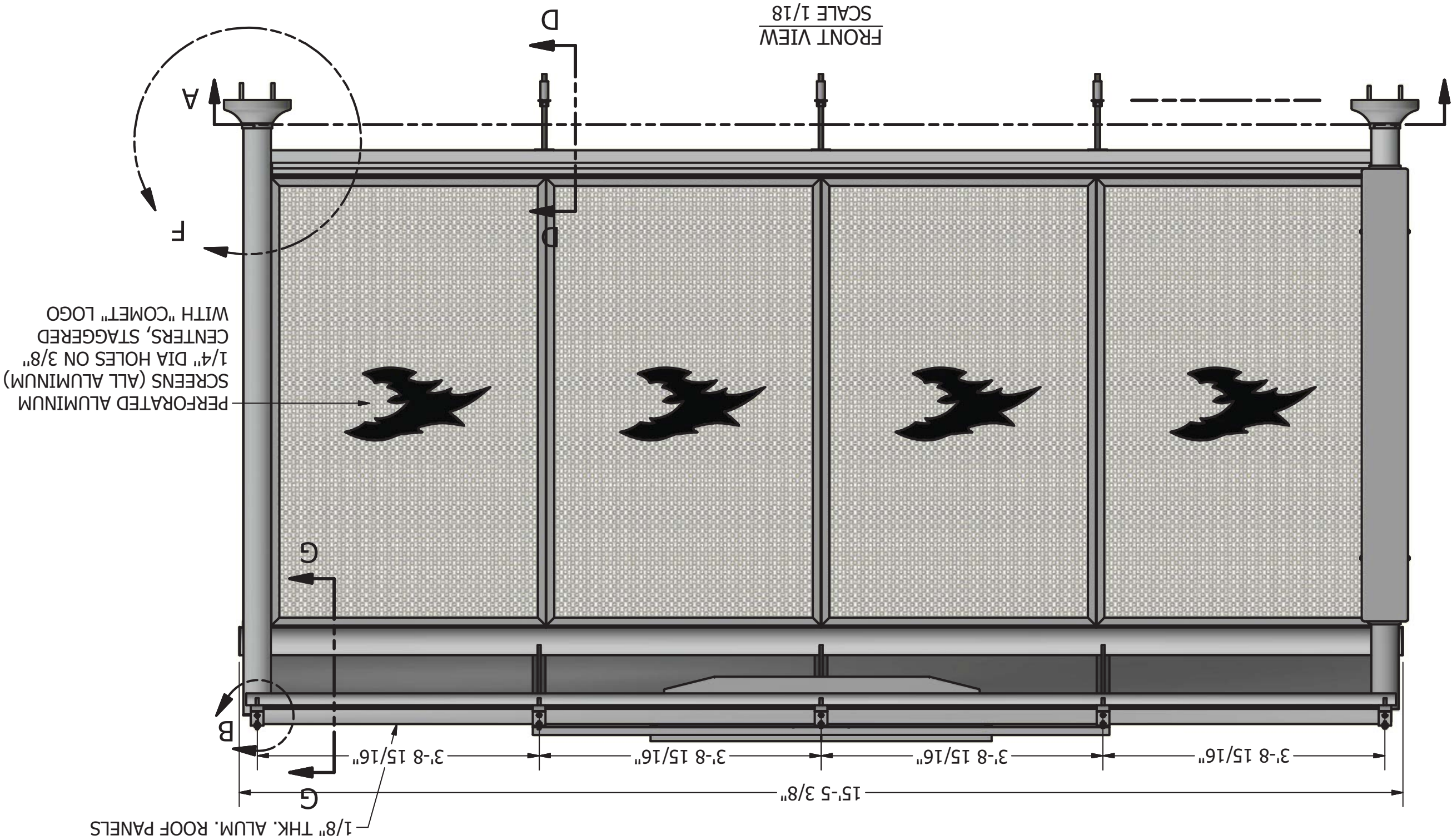
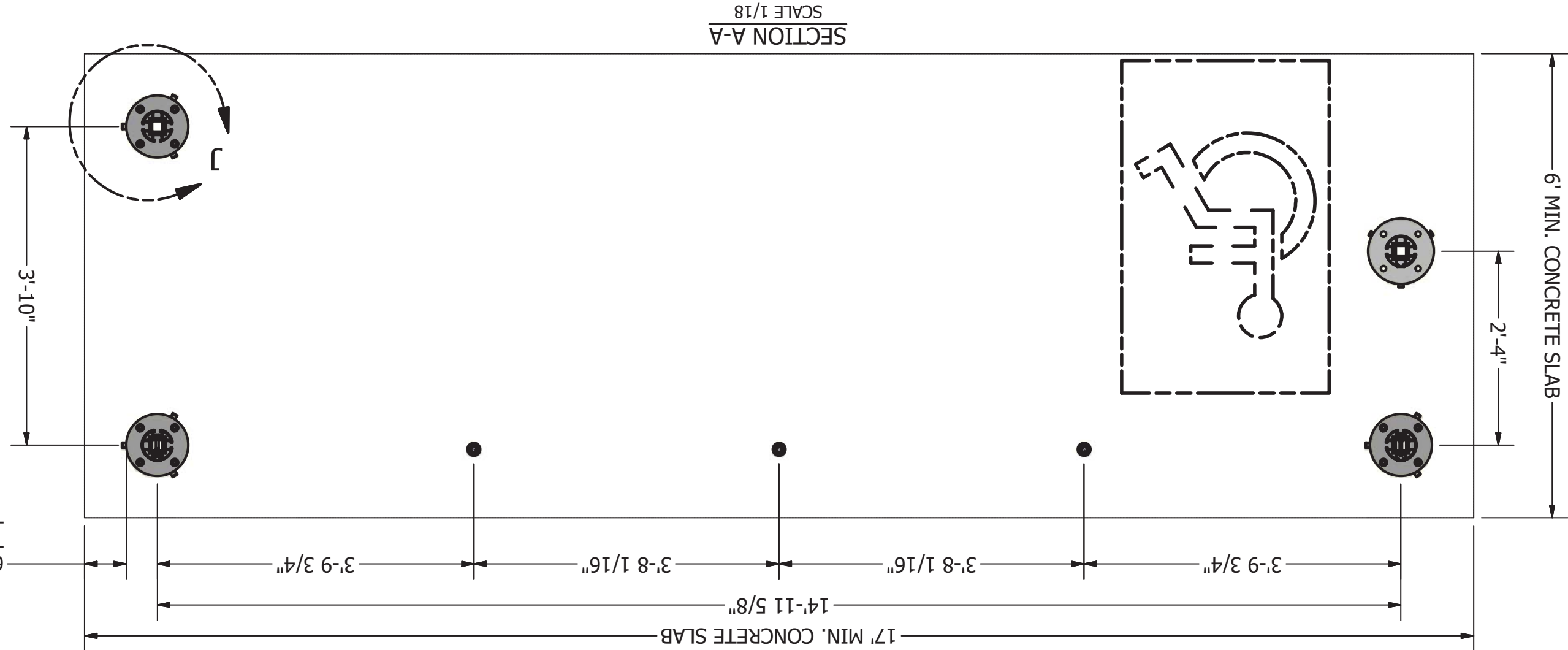
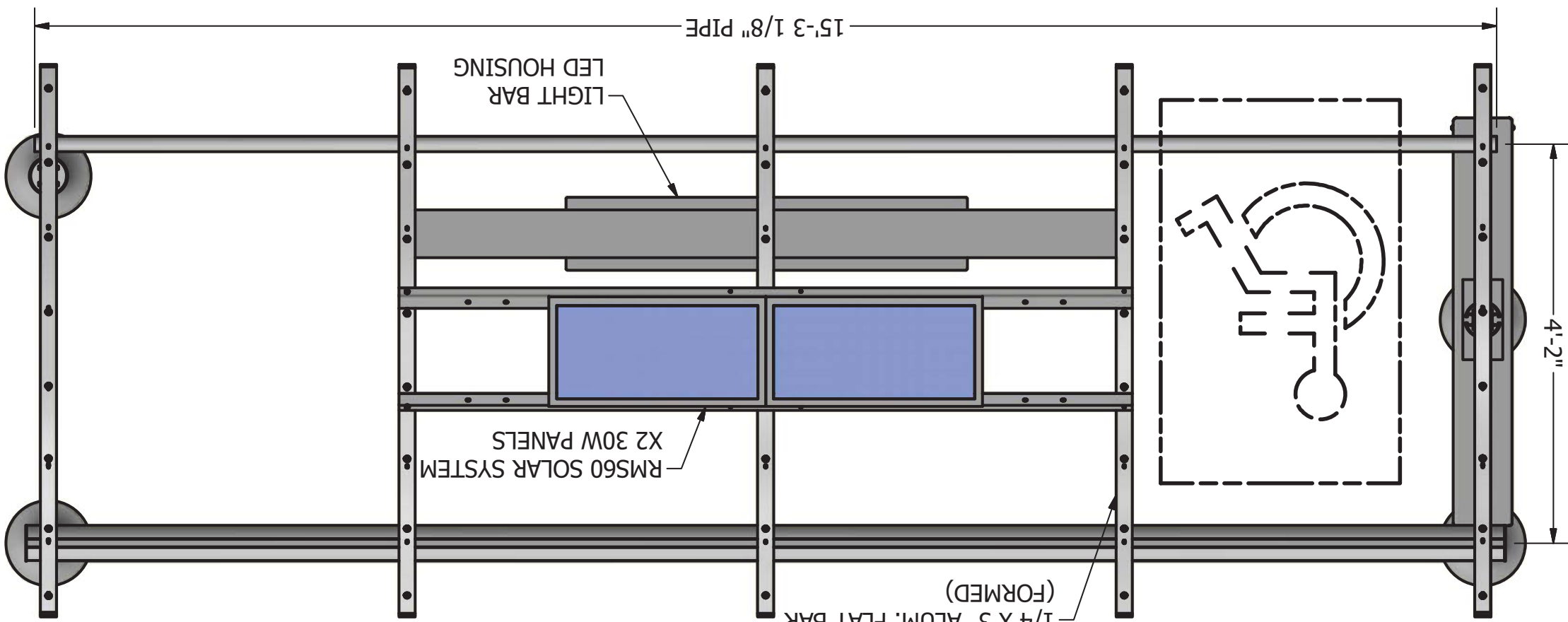
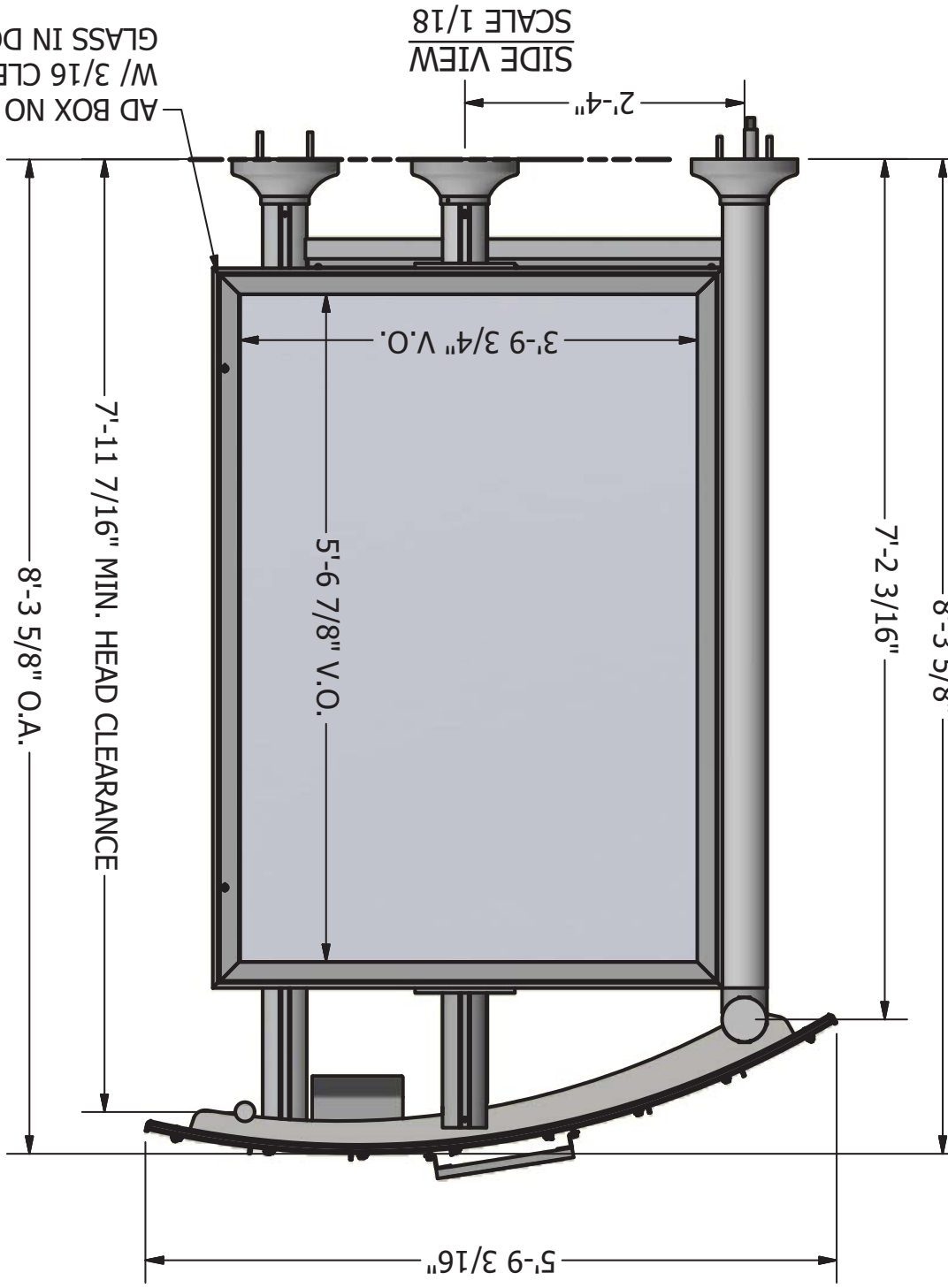


- GENERAL NOTES:
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
  2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
  3. ALL HOLES TO BE DRILLED OR PUNCHED.
  4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
  5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
  6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
  7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, INCS QUALITY CONTROL MANUAL.

1/8 ALUM SHEET CAP  
(BOTH ENDS)  
1/8 ALUM ROOF PANELS



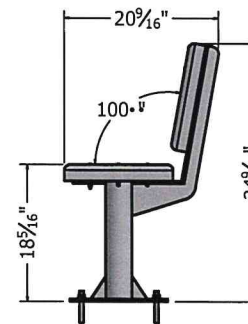
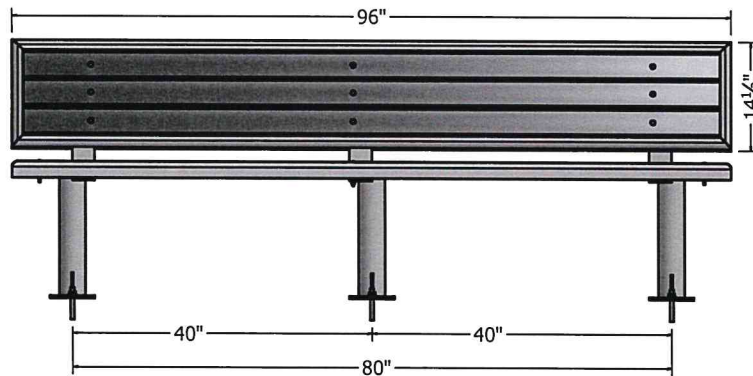
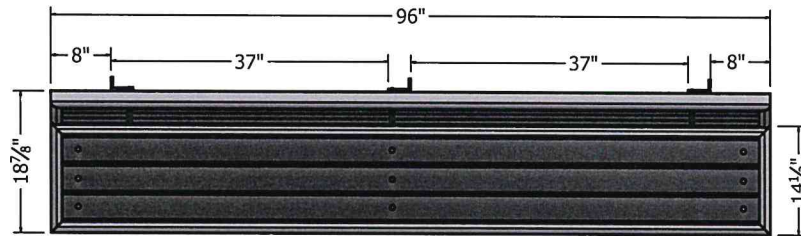
SECTION D-D  
GLASS SUPPORT  
SCALE 1/6



|                                     |  |                                   |  |
|-------------------------------------|--|-----------------------------------|--|
| TOLAR                               |  | Tolar Manufacturing Company, Inc. |  |
| 258 Mariah Circle, Corona CA, 92879 |  | CUSTOMER/ENDORSE                  |  |
| COLUMBIA, SC                        |  | DRAWN BY: Rfarr                   |  |
| 33271-01                            |  | DATE: 5/14/2019                   |  |
| REV. NO. 1                          |  | SHEET NO. 1 OF 1                  |  |
| -                                   |  | REV. NO. 1                        |  |
| -                                   |  | REV. NO. 1                        |  |







EXAMPLE:

30827 - 1 2 1

DRAWING NUMBER

CONFIGURATION A

CONFIGURATION B

CONFIGURATION C

## CONFIGURATION A

|   |         |
|---|---------|
| 1 | PLANT 1 |
| 2 | PLANT 2 |

## CONFIGURATION B - ANCHORS

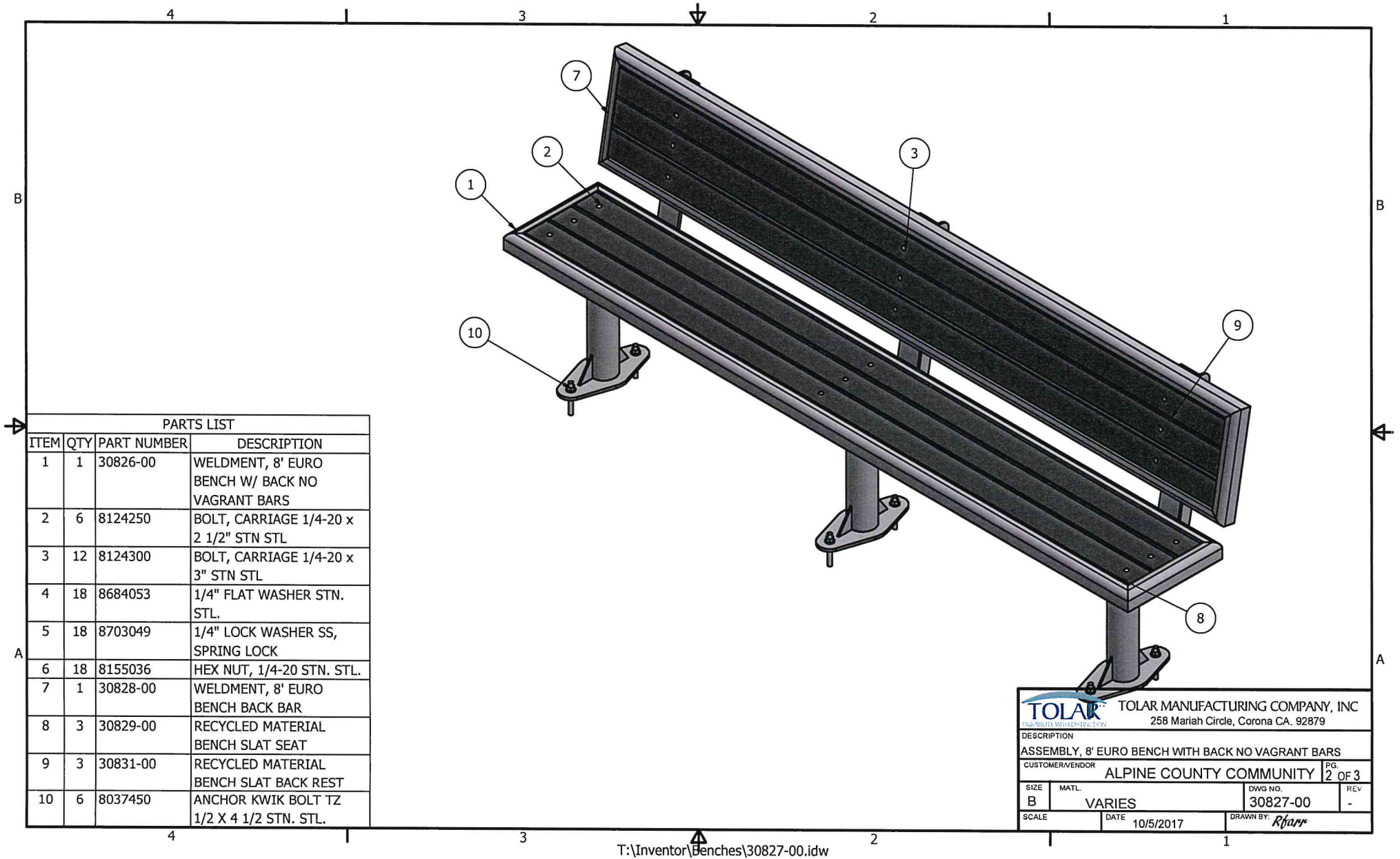
|   |                                         |
|---|-----------------------------------------|
| 0 | NO ANCHORS                              |
| 1 | 1/2" X 3 3/4" SUP-R ANCHORS, ZINC       |
| 2 | 1/2" X 3 3/4" SUP-R ANCHORS, STN STL    |
| 3 | 1/2" X 4 1/4" SUP-R ANCHORS, ZINC       |
| 4 | 1/2" X 4 1/4" SUP-R ANCHORS, STN STL    |
| 5 | 1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC    |
| 6 | 1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL |
| 7 | 1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC    |
| 8 | 1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL |
| 9 | SPECIAL - SPECIFIED ON SALES ORDER      |

## CONFIGURATION C - FINISH

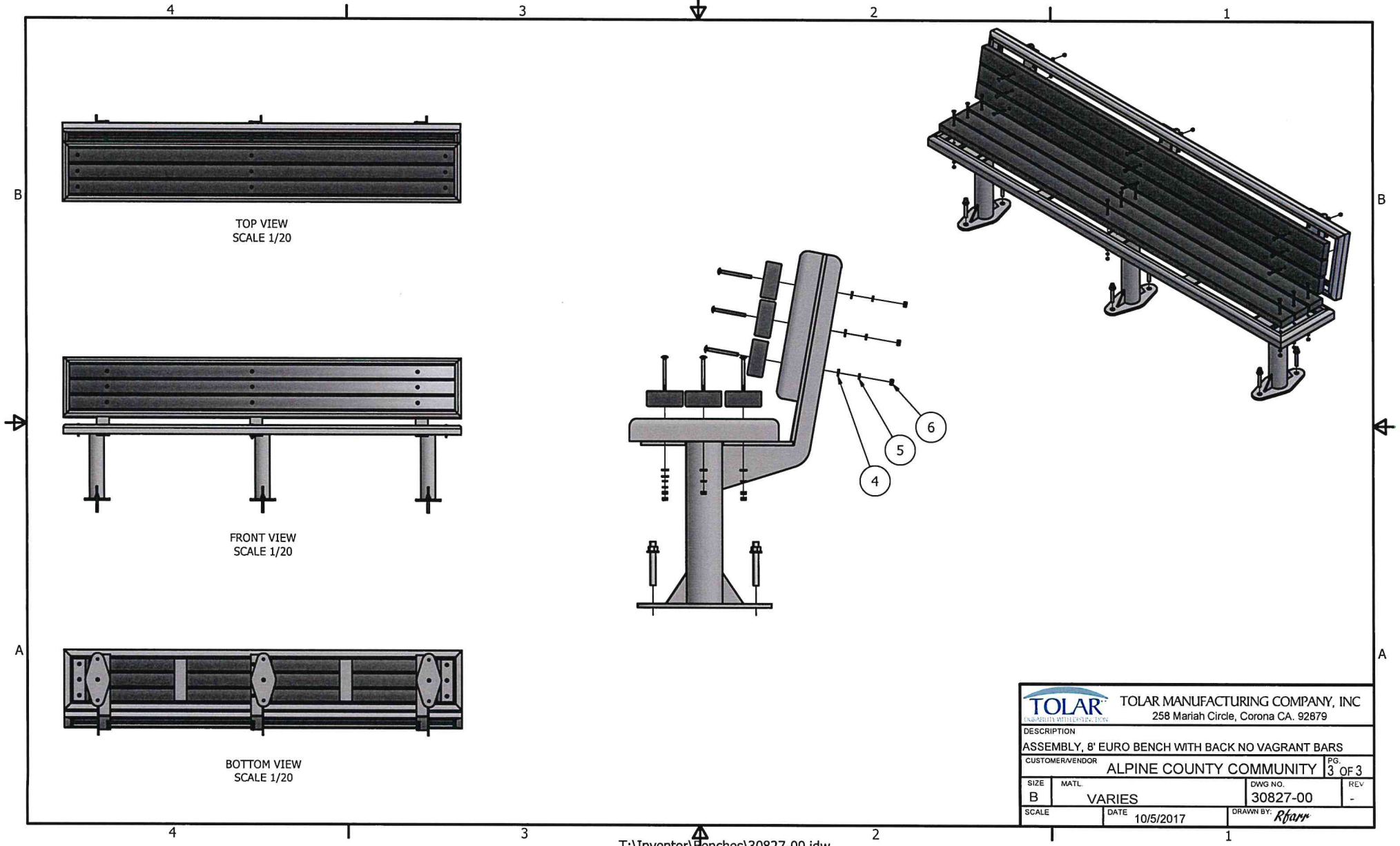
|   |                                      |
|---|--------------------------------------|
| 0 | NONE                                 |
| 1 | STANDARD POWDER COAT                 |
| 2 | STANDARD POWDER COAT WITH CLEAR COAT |
| 3 | PREMIUM POWDER COAT                  |
| 4 | PREMIUM POWDER COAT WITH CLEAR COAT  |
| 5 | TBD                                  |
| 6 | TBD                                  |
| 7 | TBD                                  |
| 8 | TBD                                  |
| 9 | SPECIAL - SPECIFIED ON SALES ORDER   |

|                                                                                          |                 |
|------------------------------------------------------------------------------------------|-----------------|
| <b>TOLAR</b><br>TOLAR MANUFACTURING COMPANY, INC.<br>258 Mariah Circle, Corona CA. 92879 |                 |
| DESCRIPTION<br>ASSEMBLY, 8' EURO BENCH WITH BACK NO VAGRANT BARS                         |                 |
| CUSTOMER/VENDOR<br>TOLAR STD.                                                            | PG. 1 OF 3      |
| SIZE<br>B                                                                                | MATL.<br>VARIES |
| SCALE                                                                                    | DATE 10/5/2017  |
| DWG NO.<br>30827-00                                                                      | REV<br>-        |
| DRAWN BY: Rfarr                                                                          |                 |

T:\Inventor\Benches\30827-00.idw

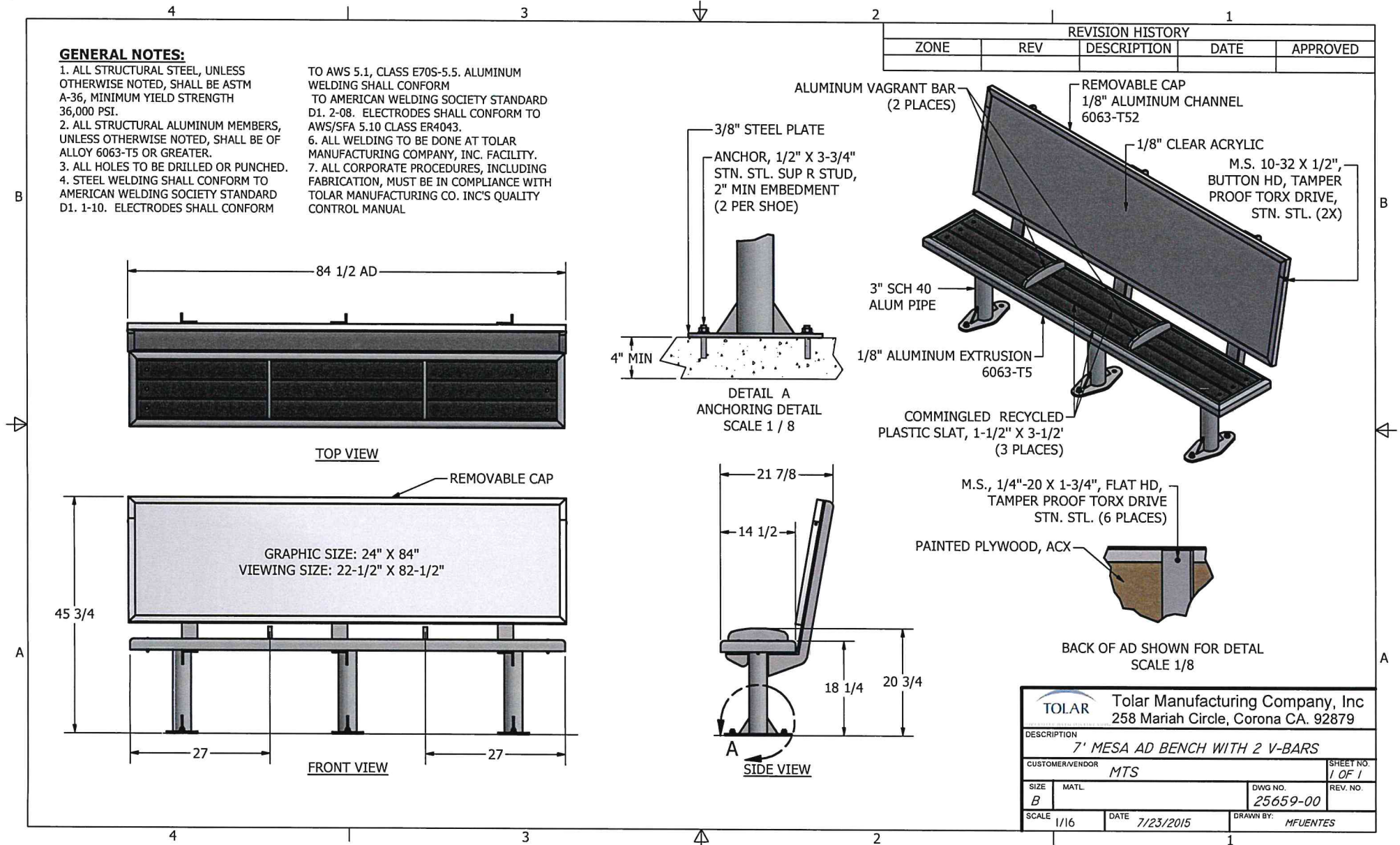




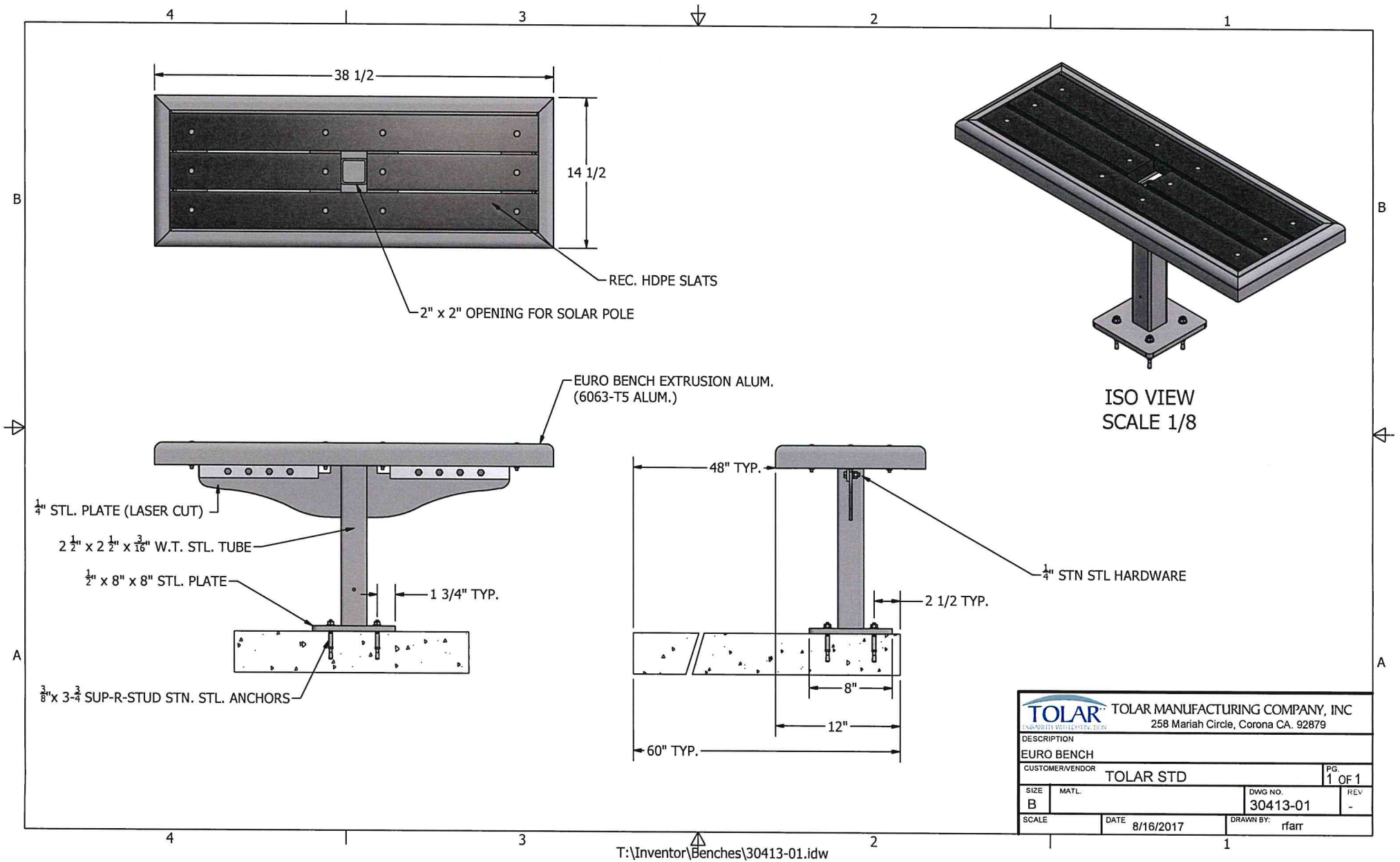


|                                                                  |                   |                        |               |
|------------------------------------------------------------------|-------------------|------------------------|---------------|
| <b>TOLAR</b><br><small>MANUFACTURING COMPANY, INC.</small>       |                   |                        |               |
| 258 Mariah Circle, Corona CA. 92879                              |                   |                        |               |
| DESCRIPTION<br>ASSEMBLY, 8' EURO BENCH WITH BACK NO VAGRANT BARS |                   |                        |               |
| CUSTOMER/VENDOR<br>ALPINE COUNTY COMMUNITY                       |                   |                        | PG.<br>3 OF 3 |
| SIZE<br>B                                                        | MATL.<br>VARIES   | DWG NO.<br>30827-00    | REV.<br>-     |
| SCALE<br>B                                                       | DATE<br>10/5/2017 | DRAWN BY: <i>Rfarr</i> |               |

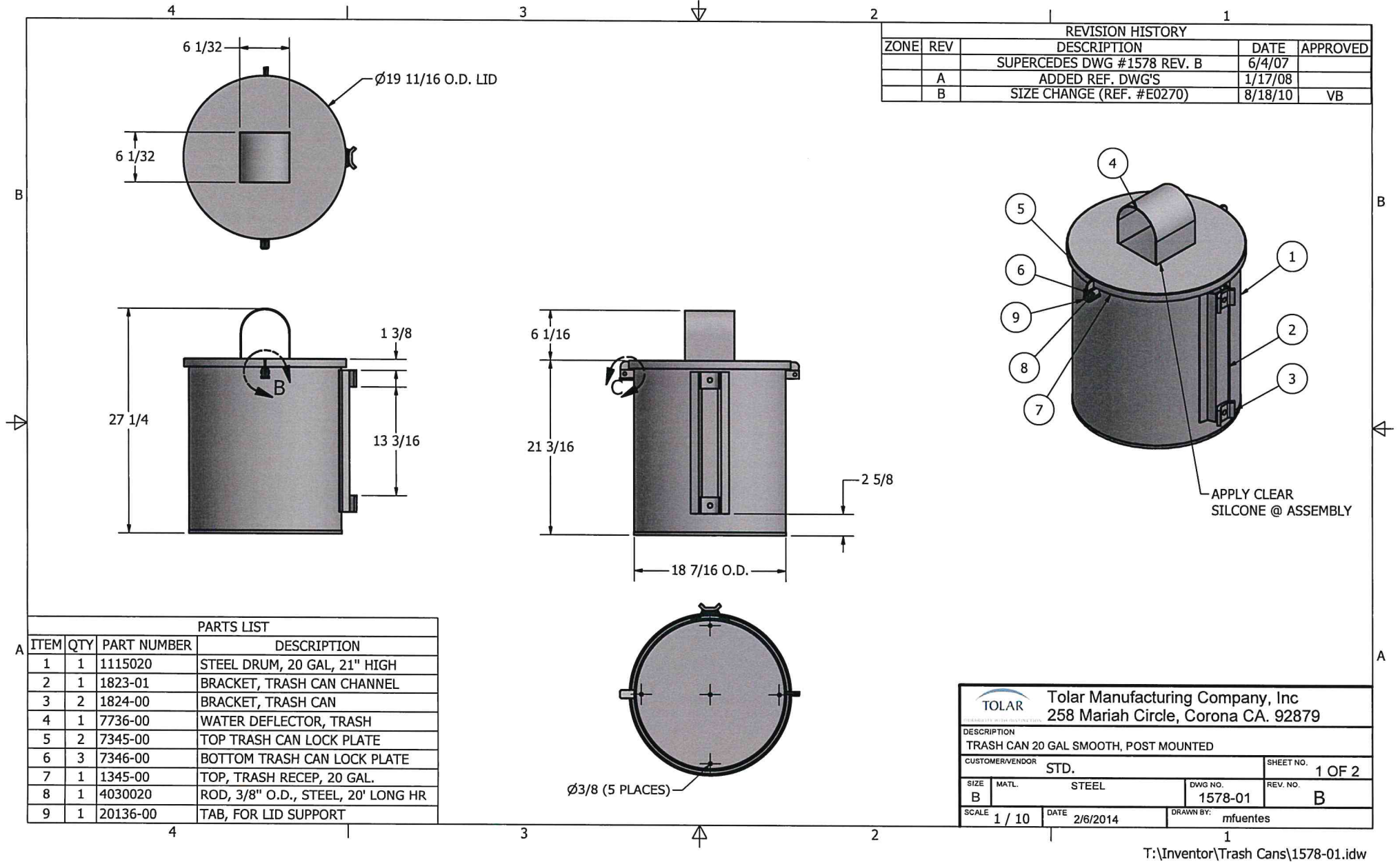
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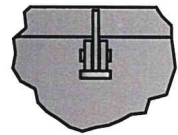


THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG., AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

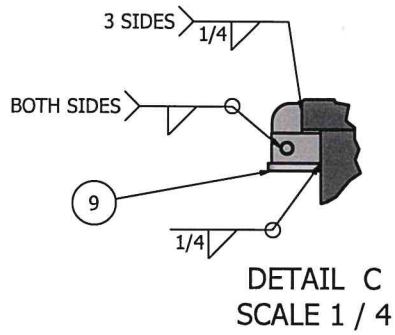




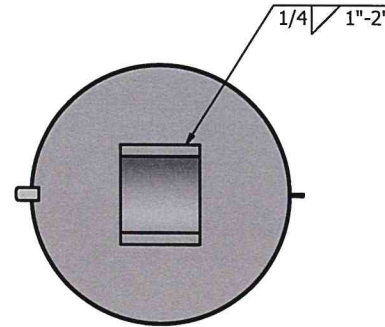




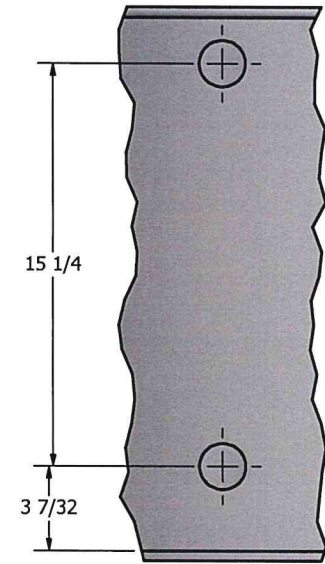
DETAIL B  
SCALE 1 / 4



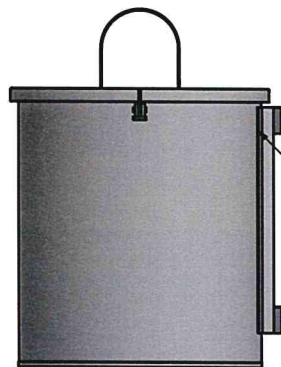
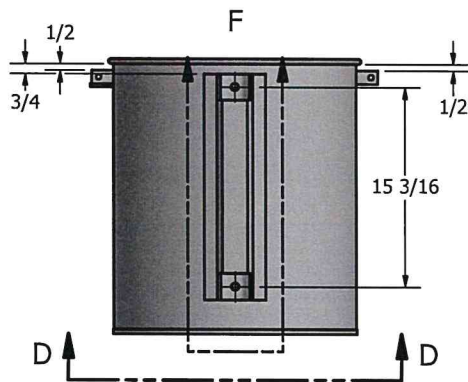
DETAIL C  
SCALE 1 / 4



VIEW D-D



DETAIL F  
SCALE 0.22 : 1



DETAIL E

|                                                                                                                                                               |                  |                       |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|---------------------|
|  Tolar Manufacturing Company, Inc<br>258 Mariah Circle, Corona CA. 92879 |                  |                       |                     |
| DESCRIPTION<br>TRASH CAN 20 GAL SMOOTH, POST MOUNTED                                                                                                          |                  |                       |                     |
| CUSTOMER/VENDOR<br>STD.                                                                                                                                       |                  |                       | SHEET NO.<br>2 OF 2 |
| SIZE<br>B                                                                                                                                                     | MATL.<br>STEEL   | DWG NO.<br>1578-01    | REV. NO.<br>B       |
| SCALE<br>1 / 10                                                                                                                                               | DATE<br>2/6/2014 | DRAWN BY:<br>mfuentes |                     |

T:\Inventor\Trash Cans\1578-01.idw



**UZMAN**  
ENGINEERING  
A: 116 E King Street, Malvern, PA 19355  
O: 610.320.2100

JOB TITLE 33271-00 Shelter

JOB NO. SC-0163

SHEET NO.

CALCULATED BY

DATE

CHECKED BY

DATE

CS2018 Ver 2018.11.30

[www.struware.com](http://www.struware.com)

## STRUCTURAL CALCULATIONS

FOR

**33271-00 Shelter**

Columbia, South Carolina





## Code Search

**Code:** International Building Code 2015

### **Occupancy:**

Occupancy Group = U Utility & Miscellaneous

### **Risk Category & Importance Factors:**

Risk Category = II

Wind factor = 1.00

Snow factor = 1.00

Seismic factor = 1.00

### **Type of Construction:**

Fire Rating:

Roof = 0.0 hr

Floor = 0.0 hr

### **Building Geometry:**

Roof angle ( $\theta$ ) 0.00 / 12 0.0 deg

Building length (L) 15.0 ft

Least width (B) 5.0 ft

Mean Roof Ht (h) 7.0 ft

Parapet ht above grd 0.0 ft

Minimum parapet ht 0.0 ft

### **Live Loads:**

**Roof** 0 to 200 sf: 20 psf

200 to 600 sf: 24 - 0.02Area, but not less than 12 psf

over 600 sf: 12 psf

### **Floor:**

Typical Floor

Partitions N/A

**Wind Loads :**

ASCE 7- 10

|                     |                    |
|---------------------|--------------------|
| Ultimate Wind Speed | 116 mph            |
| Nominal Wind Speed  | 89.9 mph           |
| Risk Category       | II                 |
| Exposure Category   | C                  |
| Enclosure Classif.  | Partially Enclosed |
| Internal pressure   | +/-0.55            |
| Directionality (Kd) | 0.85               |
| Kh case 1           | 0.849              |
| Kh case 2           | 0.849              |
| Type of roof        | Monoslope          |

**Topographic Factor (Kzt)**

|                        |            |
|------------------------|------------|
| Topography             | Flat       |
| Hill Height (H)        | 80.0 ft    |
| Half Hill Length (Lh)  | 100.0 ft   |
| Actual H/Lh            | = 0.80     |
| Use H/Lh               | = 0.50     |
| Modified Lh            | = 160.0 ft |
| From top of crest: x = | 50.0 ft    |
| Bldg up/down wind?     | downwind   |

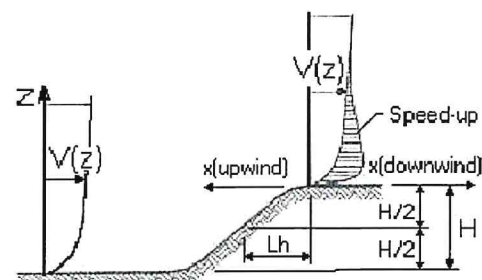
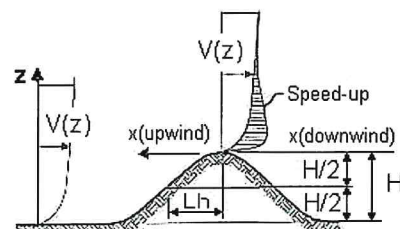
$$H/Lh = 0.50 \quad K_1 = 0.000$$

$$x/Lh = 0.31 \quad K_2 = 0.792$$

$$z/Lh = 0.09 \quad K_3 = 1.000$$

At Mean Roof Ht:

$$K_{zt} = (1 + K_1 K_2 K_3)^2 = 1.00$$

**ESCARPMENT****2D RIDGE or 3D AXISYMMETRICAL HILL****Gust Effect Factor**

|             |         |
|-------------|---------|
| h =         | 7.0 ft  |
| B =         | 5.0 ft  |
| /z (0.6h) = | 15.0 ft |

Flexible structure if natural frequency &lt; 1 Hz (T &gt; 1 second).

If building h/B &gt; 4 then may be flexible and should be investigated.

$$h/B = 1.40$$

$$G = 0.85 \quad \text{Using rigid structure default}$$

**Rigid Structure**

|              |                     |
|--------------|---------------------|
| $\bar{e}$ =  | 0.20                |
| $l$ =        | 500 ft              |
| $z_{min}$ =  | 15 ft               |
| $c$ =        | 0.20                |
| $g_Q, g_v$ = | 3.4                 |
| $L_z$ =      | 427.1 ft            |
| $Q$ =        | 0.97                |
| $I_z$ =      | 0.23                |
| $G$ =        | 0.91 use $G = 0.85$ |

**Flexible or Dynamically Sensitive Structure**

|                             |        |
|-----------------------------|--------|
| 34 rcy ( $\eta_1$ ) =       | 0.0 Hz |
| Damping ratio ( $\beta$ ) = | 0      |
| $/b$ =                      | 0.65   |
| $/\alpha$ =                 | 0.15   |
| $V_z$ =                     | 98.0   |
| $N_1$ =                     | 0.00   |
| $R_n$ =                     | 0.000  |
| $R_h$ =                     | 28.282 |
| $R_B$ =                     | 28.282 |
| $R_L$ =                     | 28.282 |
| $g_R$ =                     | 0.000  |
| $R$ =                       | 0.000  |
| $G_f$ =                     | 0.000  |
| $\eta$ =                    | 0.000  |
| $h$ =                       | 7.0 ft |

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**Enclosure Classification****Test for Enclosed Building:**

A building that does not qualify as open or partially enclosed.

**Test for Open Building:**

All walls are at least 80% open.

 $A_o \geq 0.8A_g$ **Test for Partially Enclosed Building:** Predominately open on one side only

| Input |            | Test                           |     |
|-------|------------|--------------------------------|-----|
| Ao    | 500.0 sf   | $A_o \geq 1.1A_{oi}$           | NO  |
| Ag    | 600.0 sf   | $A_o > 4' \text{ or } 0.01A_g$ | YES |
| Aoi   | 1000.0 sf  | $A_{oi} / A_{gi} \leq 0.20$    | YES |
| Agi   | 10000.0 sf |                                |     |

Building is NOT  
Partially Enclosed

Conditions to qualify as Partially Enclosed Building. Must satisfy all of the following:

 $A_o \geq 1.1A_{oi}$  $A_o > \text{smaller of } 4' \text{ or } 0.01 A_g$  $A_{oi} / A_{gi} \leq 0.20$ 

Where:

 $A_o$  = the total area of openings in a wall that receives positive external pressure. $A_g$  = the gross area of that wall in which  $A_o$  is identified. $A_{oi}$  = the sum of the areas of openings in the building envelope (walls and roof) not including  $A_o$ . $A_{gi}$  = the sum of the gross surface areas of the building envelope (walls and roof) not including  $A_g$ .**Reduction Factor for large volume partially enclosed buildings ( $R_i$ ) :**If the partially enclosed building contains a single room that is unpartitioned , the internal pressure coefficient may be multiplied by the reduction factor  $R_i$ .Total area of all wall & roof openings ( $A_{og}$ ):

0 sf

Unpartitioned internal volume ( $V_i$ ) :

0 cf

 $R_i = 1.00$ **Altitude adjustment to constant 0.00256 (caution - see code) :**

Grd level above sea level = 0.0 ft

Constant = 0.00256

Adj Constant = 0.00256

Average Air Density = 0.0765 lbm/ft<sup>3</sup>



**Wind Loads - MWFRS all h (Except for Open Buildings)**

|                                |          |            |         |            |                                          |
|--------------------------------|----------|------------|---------|------------|------------------------------------------|
| Kh (case 2) =                  | 0.85     | h =        | 7.0 ft  | GCpi =     | +/-0.55                                  |
| Base pressure (qh) =           | 24.9 psf | ridge ht = | 7.0 ft  | G =        | 0.85                                     |
| Roof Angle (θ) =               | 0.0 deg  | L =        | 15.0 ft | z for qi : | 7.0 ft                                   |
| Roof tributary area - (h/2)*L: | 53 sf    | B =        | 5.0 ft  | qi =       | 24.9 psf for positive internal pressures |
| (h/2)*B:                       | 18 sf    |            |         |            |                                          |

**Ultimate Wind Surface Pressures (psf)**

| Surface                      | Wind Normal to Ridge |       |                 |           | Wind Parallel to Ridge    |       |            |                     |
|------------------------------|----------------------|-------|-----------------|-----------|---------------------------|-------|------------|---------------------|
|                              | B/L = 0.33           |       | h/L = 1.40      |           | L/B = 3.00                |       | h/L = 0.47 |                     |
|                              | Cp                   | qhGCp | w/+qiGCpi       | w/-qhGCpi | Dist.*                    | Cp    | qhGCp      | w/+qiGCpi w/-qhGCpi |
| Windward Wall (WW)           | 0.80                 | 16.9  | see table below |           |                           | 0.80  | 16.9       | see table below     |
| Leeward Wall (LW)            | -0.50                | -10.6 | -24.2           | 3.1       |                           | -0.25 | -5.3       | -19.0 8.4           |
| Side Wall (SW)               | -0.70                | -14.8 | -28.5           | -1.1      |                           | -0.70 | -14.8      | -28.5 -1.1          |
| Leeward Roof (LR)            | **                   |       |                 |           | Included in windward roof |       |            |                     |
| Neg Windward Roof: 0 to h/2* | -1.30                | -27.5 | -41.1           | -13.8     | 0 to h/2*                 | -0.90 | -19.0      | -32.7 -5.3          |
| > h/2*                       | -0.70                | -14.8 | -28.5           | -1.1      | h/2 to h*                 | -0.90 | -19.0      | -32.7 -5.3          |
|                              |                      |       |                 |           | h to 2h*                  | -0.50 | -10.6      | -24.2 3.1           |
|                              |                      |       |                 |           | > 2h*                     | -0.30 | -6.3       | -20.0 7.3           |
| Pos/min windward roof press. | -0.18                | -3.8  | -17.5           | 9.9       | Min press.                | -0.18 | -3.8       | -17.5 9.9           |

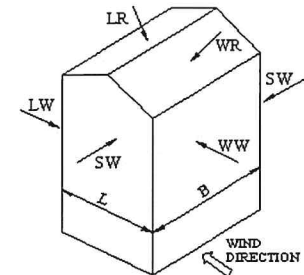
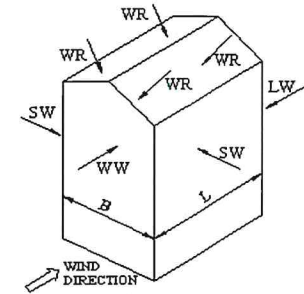
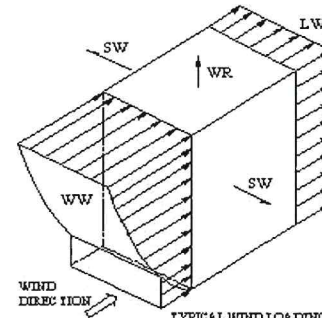
\*\*Roof angle < 10 degrees. Therefore, leeward roof is included in windward roof pressure zones.

\*Horizontal distance from windward edge

For monoslope roofs, entire roof surface is either windward or leeward surface.

**Windward Wall Pressures at "z" (psf)**

| z           | Kz   | Kzt  | Windward Wall |           |           | Combined WW + LW |                   |
|-------------|------|------|---------------|-----------|-----------|------------------|-------------------|
|             |      |      | qzGCp         | w/+qiGCpi | w/-qhGCpi | Normal to Ridge  | Parallel to Ridge |
| h= 0 to 15' | 0.85 | 1.00 | 16.9          | 3.2       | 30.6      | 27.5             | 22.2              |

**WIND NORMAL TO RIDGE****WIND PARALLEL TO RIDGE****TYPICAL WIND LOADING****NOTE:**

See figure in ASCE7 for the application of full and partial loading of the above wind pressures. There are 4 different loading cases.

**Parapet**

| z      | Kz   | Kzt  | qp (psf) |
|--------|------|------|----------|
| 0.0 ft | 0.85 | 1.00 | 0.0      |

Windward parapet: 0.0 psf (GCpn = +1.5)

Leeward parapet: 0.0 psf (GCpn = -1.0)

Windward roof overhangs ( add to windward roof pressure ) : 16.9 psf (upward)

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**Snow Loads :** ASCE 7-10

## Nominal Snow Forces

Roof slope = 0.0 deg  
Horiz. eave to ridge dist (W) = 5.0 ft  
Roof length parallel to ridge (L) = 15.0 ft

Type of Roof Monoslope  
Ground Snow Load  $P_g = 10.0$  psf  
Risk Category = II  
Importance Factor  $I = 1.0$   
Thermal Factor  $C_t = 1.20$   
Exposure Factor  $C_e = 1.2$

$P_f = 0.7 \cdot C_e \cdot C_t \cdot I \cdot P_g = 10.1$  psf  
Unobstructed Slippery Surface no

Sloped-roof Factor  $C_s = 1.00$   
Balanced Snow Load = **10.1 psf**

Rain on Snow Surcharge Angle 0.10 deg  
Code Maximum Rain Surcharge 5.0 psf  
Rain on Snow Surcharge = 5.0 psf  
Ps plus rain surcharge = 15.1 psf  
Minimum Snow Load  $P_m = 10.0$  psf

Uniform Roof Design Snow Load = **15.1 psf**

Near ground level surface balanced snow load = **10.0 psf**

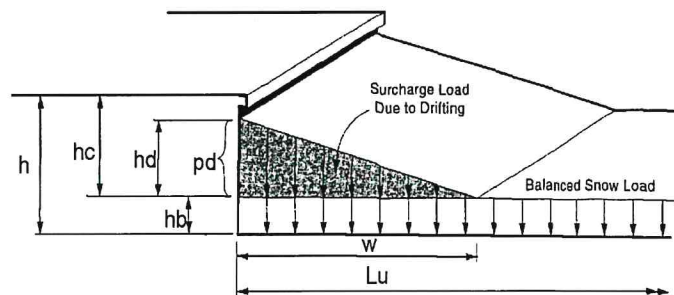
NOTE: Alternate spans of continuous beams shall be loaded with half the design roof snow load so as to produce the greatest possible effect - see code for loading diagrams and exceptions for gable roofs..

**Windward Snow Drifts 1 - Against walls, parapets, etc**

Upwind fetch  $l_u = 0.0$  ft  
Projection height  $h = 0.0$  ft  
Snow density  $g = 15.3$  pcf  
Balanced snow height  $h_b = 0.66$  ft  
 $h_d = 0.73$  ft  
 $h_c = -0.66$  ft  
 $h_c/h_b < 0.2 = -1.0$   $l_u < 15'$ , drift not req'd  
Drift height ( $h_c$ ) = 0.00 ft  
Drift width  $w = -5.27$  ft  
Surcharge load:  $pd = \gamma \cdot h_d = 0.0$  psf  
Balanced Snow load: = 10.1 psf

**Windward Snow Drifts 2 - Against walls, parapets, etc**

Upwind fetch  $l_u = 0.0$  ft  
Projection height  $h = 0.0$  ft  
Snow density  $g = 15.3$  pcf  
Balanced snow height  $h_b = 0.66$  ft  
 $h_d = 0.73$  ft  
 $h_c = -0.66$  ft  
 $h_c/h_b < 0.2 = -1.0$   $l_u < 15'$ , drift not req'd  
Drift height ( $h_c$ ) = 0.00 ft  
Drift width  $w = -5.27$  ft  
Surcharge load:  $pd = \gamma \cdot h_d = 0.0$  psf  
Balanced Snow load: = 10.1 psf



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**Design Loads:**

D = 10 psf  
Lr = 20 psf  
S = 15 psf  
W = -32.7 psf

**Aluminium Type:**

6061-T6

F<sub>y</sub> = 35,000 psi

E = ##### psi

**Load Combinations:**

D+Lr = 30.0 psf  
D+S = 25.1 psf  
D+0.6W = -9.6 psf  
D+0.75Lr+0.45W = 10.3 psf  
D+0.75S+0.45W = 6.6 psf  
0.6D+0.6W = -13.6 psf

**Decking**

L = 4.00 ft  
Trib Width = 1.00 ft  
Mmax = 60.00 ft-lb  
Vmax = 60.00 lb  
I = 0.0492 in<sup>4</sup>  
y = 0.125 in  
S = 0.39323 in<sup>3</sup>

F<sub>y</sub> = 3021.1 psi OK

Limit = 0.274 in L/175

D = 0.145 in OK

Section = 1/8" Aluminium panel System

**Rear Header:**

L = 15 ft  
Trib Width = 2.50 ft  
Mmax = 2109.38 ft-lb  
Vmax = 562.50 lb  
I = 28.1 in<sup>4</sup>  
y = 3 in  
S = 9.36667 in<sup>3</sup>

F<sub>y</sub> = 4459.0 psi OK

Limit = 1.029 in L/175

D = 0.301 in OK

Section = 6" Tube

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O: 610.320.2100

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**Front Header:**

L = 15 ft

Trib Width = 2.50 ft

Mmax = 2109.38 ft-lb

Vmax = 562.50 lb

I = 7.23 in<sup>4</sup>

y = 2 in

S = 3.615 in<sup>3</sup>

Fy = 11553.4 psi OK

Limit = 1.500 in L/120

D = 1.170 in OK

Section = 4" Tube



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4" Tube

$$\begin{aligned}
 \text{Height} &= 7.1 \text{ ft} \\
 \text{Trib Width} &= 7.5 \text{ ft} \\
 \text{Trib Depth} &= 2.500 \text{ ft} \\
 \text{Defl Limit} &= L/120 = 0.71 \text{ in} \\
 \text{DL} &= 0 \text{ psf} \\
 \text{WL} &= 18 \text{ psf} \\
 \text{W}_{\text{total}} &= 138 \text{ psf} \\
 \text{End Rxn's} &= 487 \text{ lbs} \\
 \text{Moment} &= 863 \text{ ft-lb} = 10354 \text{ in-lb} \\
 &\quad \text{Provided OK?} \\
 \text{Sx} &\geq 0.2 \text{ in}^3 \quad 3.21 \text{ in}^3 \quad \text{OK} \\
 \text{Ix} &\geq 0.7 \text{ in}^4 \quad 7.23 \text{ in}^4 \quad \text{OK}
 \end{aligned}$$

$$\begin{aligned}
 \text{Axial Force} &= 563 \text{ lb} \\
 \text{Moment } M_x &= 863 \text{ lb-ft} \\
 \text{Moment } M_y &= 288 \text{ lb-ft}
 \end{aligned}$$

$$\begin{aligned}
 k &= 1 & F_{\text{ex}} &= 31458 \text{ psi} \\
 L_x &= 7.083 \text{ ft} & \lambda &= 56 \\
 L_y &= 7.083 \text{ ft} & F_{\text{cy}} &= 35000 \text{ psi} \\
 r_x &= 1.51 \text{ in} & B_c &= 307222 \\
 r_y &= 1.51 \text{ in} & D_c &= 5358 \\
 kL/r_x &= 56 & C_c &= 24 \\
 kL/r_y &= 56 & \lambda_1 &= 51 \\
 & & \lambda_2 &= 24
 \end{aligned}$$

Limit State = YIELDING

$$\begin{aligned}
 F_c &= 35000 \text{ psi} \\
 A_g &= 3.2 \text{ in}^2 \\
 P_{\text{nc}} &= 67242.4 \text{ lb} \\
 F_b &= 21212 \text{ psi} \\
 S_{\text{xc}} &= 3.21 \text{ in}^3 \\
 M_{\text{nx}} &= 5674 \text{ lb-ft} \\
 S_{\text{yc}} &= 3.21 \text{ in}^3 \\
 M_{\text{ny}} &= 5674 \text{ lb-ft}
 \end{aligned}$$

$$\text{Interaction} \quad 0.21 \leq \quad 1 \text{ OK}$$

### Base Plate Design:

$$\begin{aligned}
 P &= 563 \text{ lb} & \text{Area} &= 18.75 \text{ ft}^2 \\
 \text{Bearing Area} &= 64.0 \text{ in}^2 & \text{Uplift} &= -255.2 \text{ lb} \\
 f_{\text{brg}} &= 9 \text{ psi} & \text{OK} & \quad t = 0.06 \text{ in} \\
 F_{\text{brg}} &= 1,000 \text{ psi} & \text{Actual } t &= 0.5 \text{ in} \quad \text{OK}
 \end{aligned}$$





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Specifier's comments:

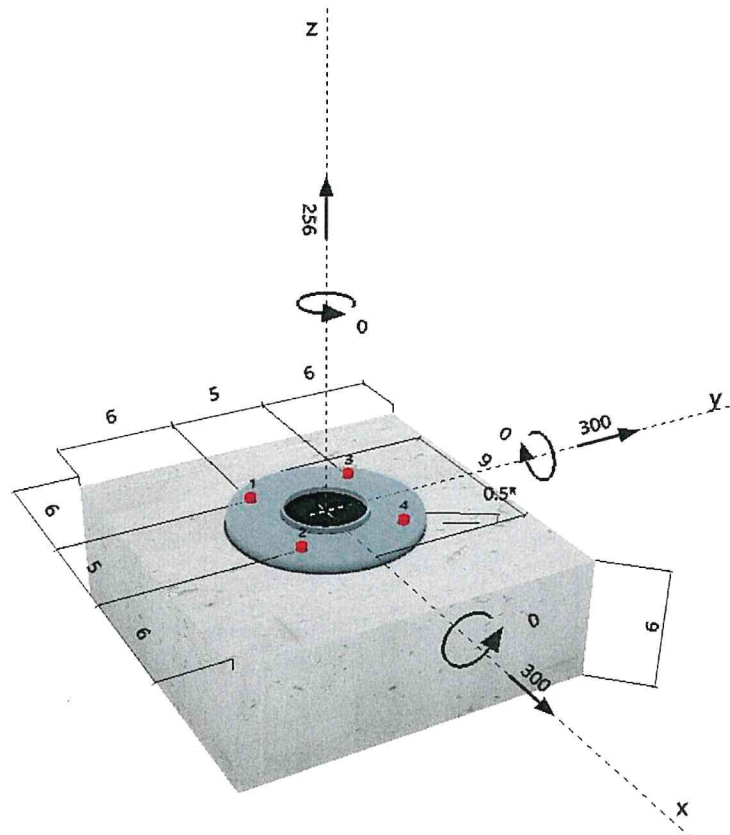
## 1 Input data

|                                    |                                                                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Anchor type and diameter:          | Kwik Bolt TZ - SS 304 1/2 (2)                                                                                                          |
| Effective embedment depth:         | $h_{ef} = 2.000$ in., $h_{nom} = 2.375$ in.                                                                                            |
| Material:                          | AISI 304                                                                                                                               |
| Evaluation Service Report:         | ESR-1917                                                                                                                               |
| Issued   Valid:                    | 4/1/2018   5/1/2019                                                                                                                    |
| Proof:                             | Design method ACI 318 / AC193                                                                                                          |
| Stand-off installation:            | $e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.                                                                                      |
| Anchor plate:                      | $l_x \times l_y \times t = 9.000$ in. $\times$ $9.000$ in. $\times$ $0.500$ in.; (Recommended plate thickness: not calculated)         |
| Profile:                           | Round HSS, Steel pipe (AISC); $(L \times W \times T) = 4.000$ in. $\times$ $4.000$ in. $\times$ $0.125$ in.                            |
| Base material:                     | cracked concrete, 2500, $f'_c = 2,500$ psi; $h = 6.000$ in.                                                                            |
| Reinforcement:                     | tension: condition B, shear: condition B; no supplemental splitting reinforcement present<br>edge reinforcement: none or $<$ No. 4 bar |
| Seismic loads (cat. C, D, E, or F) | no                                                                                                                                     |



<sup>R</sup> - The anchor calculation is based on a rigid baseplate assumption.

## Geometry [in.] &amp; Loading [lb, in.lb]





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## 2 Load case/Resulting anchor forces

Load case: Design loads

### Anchor reactions [lb]

Tension force: (+Tension, -Compression)

| Anchor | Tension force | Shear force | Shear force x | Shear force y |
|--------|---------------|-------------|---------------|---------------|
| 1      | 64            | 106         | 75            | 75            |
| 2      | 64            | 106         | 75            | 75            |
| 3      | 64            | 106         | 75            | 75            |
| 4      | 64            | 106         | 75            | 75            |

max. concrete compressive strain:

- [%]

max. concrete compressive stress:

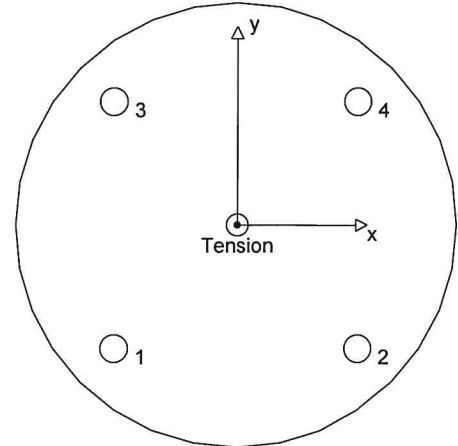
- [psi]

resulting tension force in (x/y)=(0.000/0.000):

256 [lb]

resulting compression force in (x/y)=(0.000/0.000):

0 [lb]



Anchor forces are calculated based on the assumption of a rigid baseplate.

## 3 Tension load

|                              | Load $N_{ua}$ [lb] | Capacity $\phi N_n$ [lb] | Utilization $\beta_N = N_{ua}/\phi N_n$ | Status |
|------------------------------|--------------------|--------------------------|-----------------------------------------|--------|
| Steel Strength*              | 64                 | 8,665                    | 1                                       | OK     |
| Pullout Strength*            | 64                 | 1,749                    | 4                                       | OK     |
| Concrete Breakout Strength** | 256                | 6,274                    | 5                                       | OK     |

\* anchor having the highest loading \*\*anchor group (anchors in tension)

### 3.1 Steel Strength

 $N_{sa}$  = ESR value refer to ICC-ES ESR-1917 $\phi N_{sa} \geq N_{ua}$  ACI 318-08 Eq. (D-1)

#### Variables

| $A_{se,N}$ [in. <sup>2</sup> ] | $f_{uta}$ [psi] |
|--------------------------------|-----------------|
| 0.10                           | 115,000         |

#### Calculations

| $N_{sa}$ [lb] |
|---------------|
| 11,554        |

#### Results

| $N_{sa}$ [lb] | $\phi_{steel}$ | $\phi N_{sa}$ [lb] | $N_{ua}$ [lb] |
|---------------|----------------|--------------------|---------------|
| 11,554        | 0.750          | 8,665              | 64            |



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## 3.2 Pullout Strength

$$N_{pn,f_c} = N_{p,2500} \sqrt{\frac{f_c}{2500}} \quad \text{refer to ICC-ES ESR-1917}$$

$$\phi N_{pn,f_c} \geq N_{ua} \quad \text{ACI 318-08 Eq. (D-1)}$$

## Variables

| $f_c$ [psi] | $N_{p,2500}$ [lb] |
|-------------|-------------------|
| 2,500       | 3,180             |

## Calculations

$$\sqrt{\frac{f_c}{2500}}$$

$$1.000$$

## Results

| $N_{pn,f_c}$ [lb] | $\phi$ concrete | $\phi N_{pn,f_c}$ [lb] | $N_{ua}$ [lb] |
|-------------------|-----------------|------------------------|---------------|
| 3,180             | 0.550           | 1,749                  | 64            |

## 3.3 Concrete Breakout Strength

$$N_{cbg} = \left( \frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-08 Eq. (D-5)}$$

$$\phi N_{cbg} \geq N_{ua} \quad \text{ACI 318-08 Eq. (D-1)}$$

$$A_{Nc} \text{ see ACI 318-08, Part D.5.2.1, Fig. RD.5.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-08 Eq. (D-6)}$$

$$\psi_{ec,N} = \left( \frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-9)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left( \frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-11)}$$

$$\psi_{cp,N} = \text{MAX} \left( \frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-13)}$$

$$N_b = k_c \lambda \sqrt{f_c} h_{ef}^{1.5} \quad \text{ACI 318-08 Eq. (D-7)}$$

## Variables

| $h_{ef}$ [in.] | $e_{c1,N}$ [in.] | $e_{c2,N}$ [in.] | $c_{a,min}$ [in.] | $\psi_{c,N}$ |
|----------------|------------------|------------------|-------------------|--------------|
| 2.000          | 0.000            | 0.000            | 6.000             | 1.000        |

| $c_{ac}$ [in.] | $k_c$ | $\lambda$ | $f_c$ [psi] |
|----------------|-------|-----------|-------------|
| 4.500          | 24    | 1         | 2,500       |

## Calculations

| $A_{Nc}$ [in. <sup>2</sup> ] | $A_{Nc0}$ [in. <sup>2</sup> ] | $\psi_{ec1,N}$ | $\psi_{ec2,N}$ | $\psi_{ed,N}$ | $\psi_{cp,N}$ | $N_b$ [lb] |
|------------------------------|-------------------------------|----------------|----------------|---------------|---------------|------------|
| 121.00                       | 36.00                         | 1.000          | 1.000          | 1.000         | 1.000         | 3,394      |

## Results

| $N_{cbg}$ [lb] | $\phi$ concrete | $\phi N_{cbg}$ [lb] | $N_{ua}$ [lb] |
|----------------|-----------------|---------------------|---------------|
| 11,408         | 0.550           | 6,274               | 256           |



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## 4 Shear load

|                                         | Load $V_{ua}$ [lb] | Capacity $\phi V_n$ [lb] | Utilization $\beta_V = V_{ua}/\phi V_n$ | Status |
|-----------------------------------------|--------------------|--------------------------|-----------------------------------------|--------|
| Steel Strength*                         | 106                | 4,472                    | 3                                       | OK     |
| Steel failure (with lever arm)*         | N/A                | N/A                      | N/A                                     | N/A    |
| Pryout Strength**                       | 424                | 7,986                    | 6                                       | OK     |
| Concrete edge failure in direction x+** | 424                | 2,591                    | 17                                      | OK     |

\* anchor having the highest loading \*\*anchor group (relevant anchors)

### 4.1 Steel Strength

$V_{sa}$  = ESR value refer to ICC-ES ESR-1917  
 $\phi V_{steel} \geq V_{ua}$  ACI 318-08 Eq. (D-2)

#### Variables

| $A_{se,V}$ [in. <sup>2</sup> ] | $f_{uta}$ [psi] |
|--------------------------------|-----------------|
| 0.10                           | 115,000         |

#### Calculations

| $V_{sa}$ [lb] |
|---------------|
| 6,880         |

#### Results

| $V_{sa}$ [lb] | $\phi_{steel}$ | $\phi V_{sa}$ [lb] | $V_{ua}$ [lb] |
|---------------|----------------|--------------------|---------------|
| 6,880         | 0.650          | 4,472              | 106           |

### 4.2 Pryout Strength

$$V_{cpg} = k_{cp} \left[ \left( \frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-08 Eq. (D-31)}$$

$$\phi V_{cpg} \geq V_{ua} \quad \text{ACI 318-08 Eq. (D-2)}$$

$$A_{Nc} \text{ see ACI 318-08, Part D.5.2.1, Fig. RD.5.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-08 Eq. (D-6)}$$

$$\psi_{ec,N} = \left( \frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-9)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left( \frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-11)}$$

$$\psi_{cp,N} = \text{MAX} \left( \frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-13)}$$

$$N_b = k_c \lambda \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-08 Eq. (D-7)}$$

#### Variables

| $k_{cp}$ | $h_{ef}$ [in.] | $e_{c1,N}$ [in.] | $e_{c2,N}$ [in.] | $c_{a,min}$ [in.] |
|----------|----------------|------------------|------------------|-------------------|
| 1        | 2.000          | 0.000            | 0.000            | 6.000             |

| $\psi_{c,N}$ | $c_{ac}$ [in.] | $k_c$ | $\lambda$ | $f'_c$ [psi] |
|--------------|----------------|-------|-----------|--------------|
| 1.000        | 4.500          | 24    | 1         | 2,500        |

#### Calculations

| $A_{Nc}$ [in. <sup>2</sup> ] | $A_{Nc0}$ [in. <sup>2</sup> ] | $\psi_{ec1,N}$ | $\psi_{ec2,N}$ | $\psi_{ed,N}$ | $\psi_{cp,N}$ | $N_b$ [lb] |
|------------------------------|-------------------------------|----------------|----------------|---------------|---------------|------------|
| 121.00                       | 36.00                         | 1.000          | 1.000          | 1.000         | 1.000         | 3,394      |

#### Results

| $V_{cpg}$ [lb] | $\phi_{concrete}$ | $\phi V_{cpg}$ [lb] | $V_{ua}$ [lb] |
|----------------|-------------------|---------------------|---------------|
| 11,408         | 0.700             | 7,986               | 424           |



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E-Mail:

#### 4.3 Concrete edge failure in direction x+

$$V_{cbg} = \left( \frac{A_{Vc}}{A_{Vc0}} \right) \psi_{ec,V} \psi_{ed,V} \psi_{c,V} \psi_{h,V} \psi_{parallel,V} V_b \quad \text{ACI 318-08 Eq. (D-22)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-08 Eq. (D-2)}$$

 $A_{Vc}$  see ACI 318-08, Part D.6.2.1, Fig. RD.6.2.1(b)

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-08 Eq. (D-23)}$$

$$\psi_{ec,V} = \left( \frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-26)}$$

$$\psi_{ed,V} = 0.7 + 0.3 \left( \frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-08 Eq. (D-28)}$$

$$\psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-08 Eq. (D-29)}$$

$$V_b = \left( 7 \left( \frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda \sqrt{f'_c} c_{a1}^{1.5} \quad \text{ACI 318-08 Eq. (D-24)}$$

#### Variables

| $c_{a1}$ [in.] | $c_{a2}$ [in.] | $e_{cV}$ [in.] | $\psi_{c,V}$ | $h_a$ [in.]         |
|----------------|----------------|----------------|--------------|---------------------|
| 4.000          | 6.000          | 0.000          | 1.000        | 6.000               |
| $l_e$ [in.]    | $\lambda$      | $d_a$ [in.]    | $f'_c$ [psi] | $\psi_{parallel,V}$ |
| 2.000          | 1.000          | 0.500          | 2,500        | 1.000               |

#### Calculations

| $A_{Vc}$ [in. <sup>2</sup> ] | $A_{Vc0}$ [in. <sup>2</sup> ] | $\psi_{ec,V}$ | $\psi_{ed,V}$ | $\psi_{h,V}$ | $V_b$ [lb] |
|------------------------------|-------------------------------|---------------|---------------|--------------|------------|
| 102.00                       | 72.00                         | 1.000         | 1.000         | 1.000        | 2,612      |

#### Results

| $V_{cbg}$ [lb] | $\phi_{concrete}$ | $\phi V_{cbg}$ [lb] | $V_{ua}$ [lb] |
|----------------|-------------------|---------------------|---------------|
| 3,701          | 0.700             | 2,591               | 424           |

### 5 Combined tension and shear loads

| $\beta_N$ | $\beta_V$ | $\zeta$ | Utilization $\beta_{N,V}$ [%] | Status |
|-----------|-----------|---------|-------------------------------|--------|
| 0.041     | 0.164     | 5/3     | 6                             | OK     |

$$\beta_{NV} = \beta_N + \beta_V \leq 1$$

### 6 Warnings

- The anchor design methods in PROFIS Anchor require rigid anchor plates per current regulations (ETAG 001/Annex C, EOTA TR029, etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Anchor calculates the minimum required anchor plate thickness with FEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid base plate assumption is valid is not carried out by PROFIS Anchor. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies when supplementary reinforcement is used. The  $\Phi$  factor is increased for non-steel Design Strengths except Pullout Strength and Pryout strength. Condition B applies when supplementary reinforcement is not used and for Pullout Strength and Pryout Strength. Refer to your local standard.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- Checking the transfer of loads into the base material and the shear resistance are required in accordance with ACI 318 or the relevant standard!

**Fastening meets the design criteria!**





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Profis Anchor 2.8.0

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 E-Mail:

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## 7 Installation data

Anchor plate, steel: -

Profile: Round HSS, Steel pipe (AISC); 4.000 x 4.000 x 0.125 in.

Hole diameter in the fixture:  $d_f = 0.563$  in.

Plate thickness (input): 0.500 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ - SS 304 1/2 (2)

Installation torque: 480.001 in.lb

Hole diameter in the base material: 0.500 in.

Hole depth in the base material: 2.625 in.

Minimum thickness of the base material: 6.000 in.

### 7.1 Recommended accessories

#### Drilling

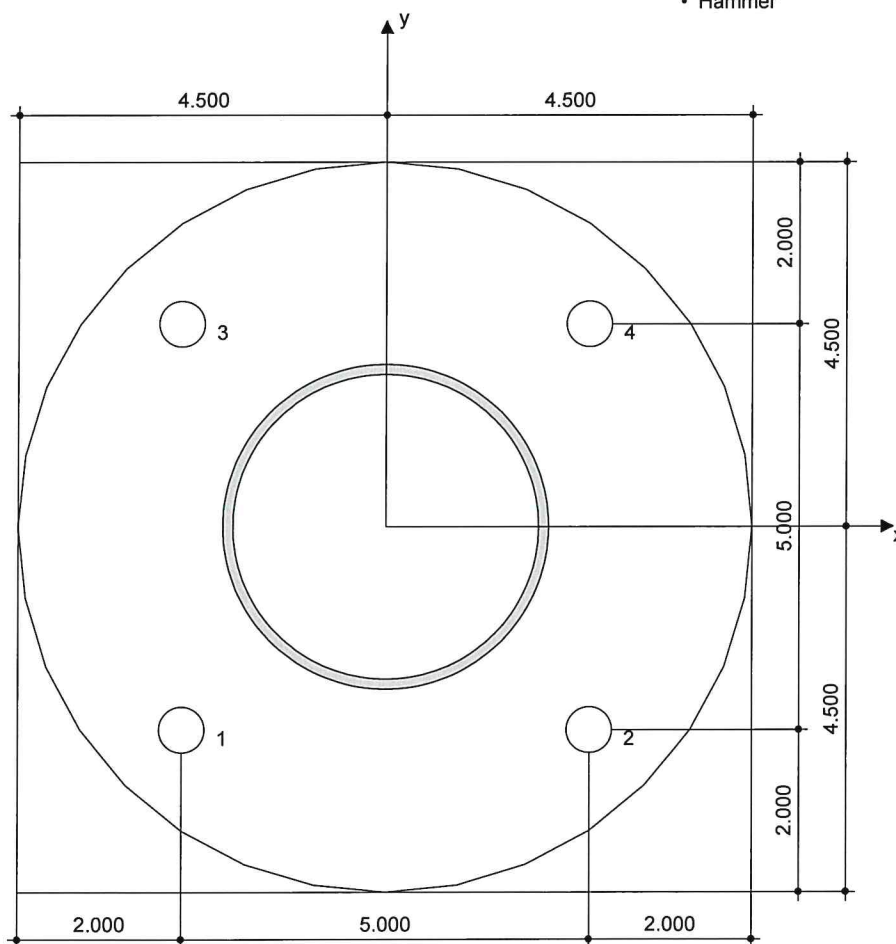
- Suitable Rotary Hammer
- Properly sized drill bit

#### Cleaning

- Manual blow-out pump

#### Setting

- Torque controlled cordless impact tool (Hilti Safeset System)
- Torque wrench
- Hammer



Coordinates Anchor in.

| Anchor | x      | y      | c <sub>-x</sub> | c <sub>+x</sub> | c <sub>-y</sub> | c <sub>+y</sub> |
|--------|--------|--------|-----------------|-----------------|-----------------|-----------------|
| 1      | -2.500 | -2.500 | 6.000           | 11.000          | 6.000           | 11.000          |
| 2      | 2.500  | -2.500 | 11.000          | 6.000           | 6.000           | 11.000          |
| 3      | -2.500 | 2.500  | 6.000           | 11.000          | 11.000          | 6.000           |
| 4      | 2.500  | 2.500  | 11.000          | 6.000           | 11.000          | 6.000           |


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Date:

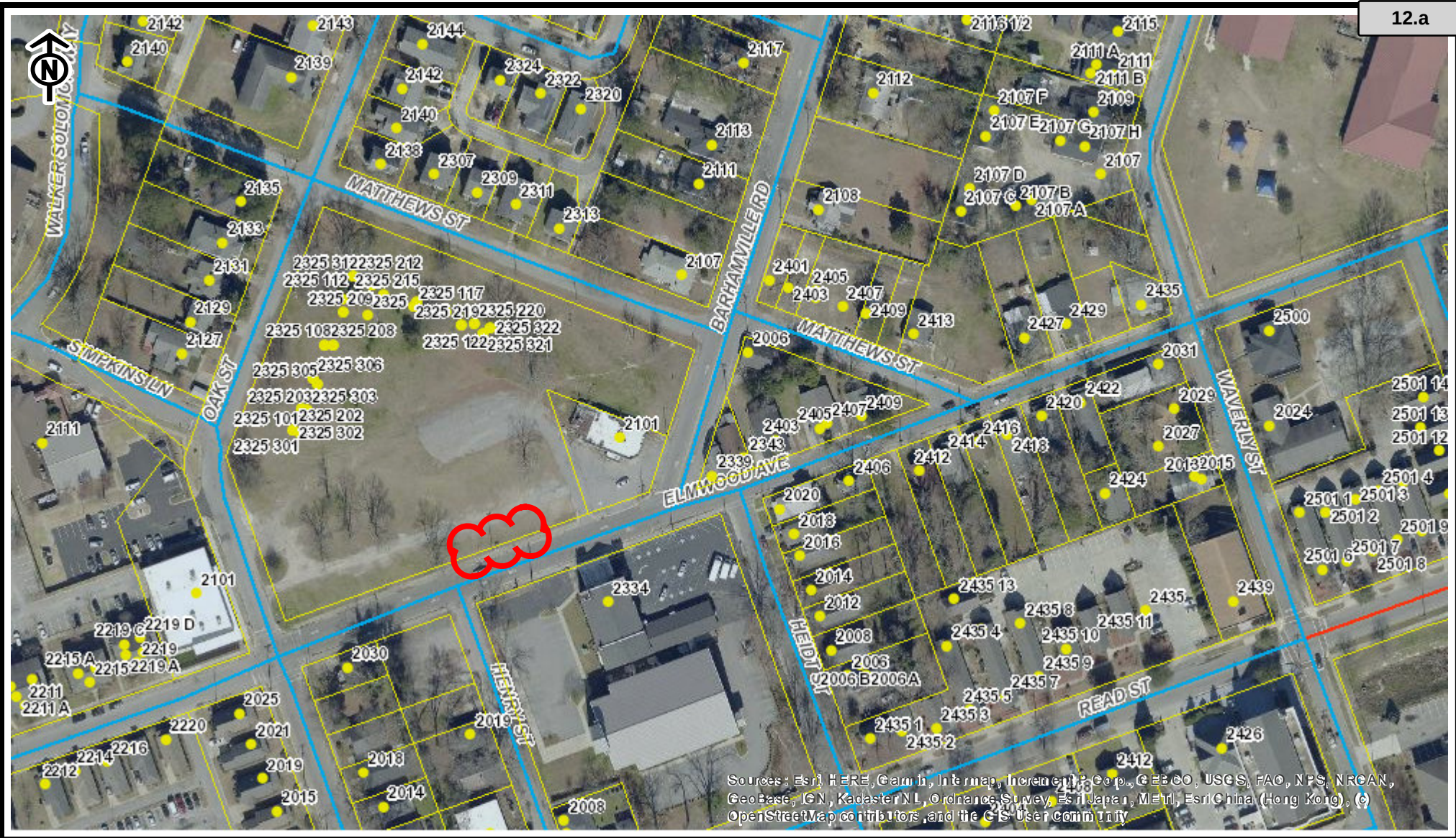
5/24/2019

E-Mail:

## 8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.





## Comet Bus Shelter

### City of Columbia

- |                         |                                |                        |
|-------------------------|--------------------------------|------------------------|
| ● Address Point         | — Private                      | — Arterial Streets     |
| □ Tax Parcel            | — University of South Carolina | — Columbia City Limits |
| <b>Street Ownership</b> | — Working                      | — Red: Red             |
| — City of Columbia      | — Interstates                  | — Green: Green         |
| — State                 |                                | — Blue: Blue           |
| — County                | <b>Highways</b>                |                        |
| — Federal               | — US                           |                        |
|                         | — SC                           |                        |

0 0.02 0.04 0.08  
mi

#### CITY OF COLUMBIA GIS DATA DISCLAIMER:

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

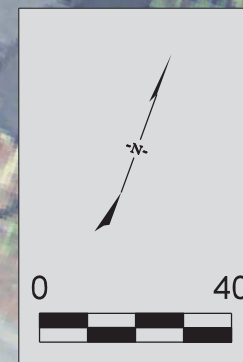
This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division  
Friday, September 27, 2019



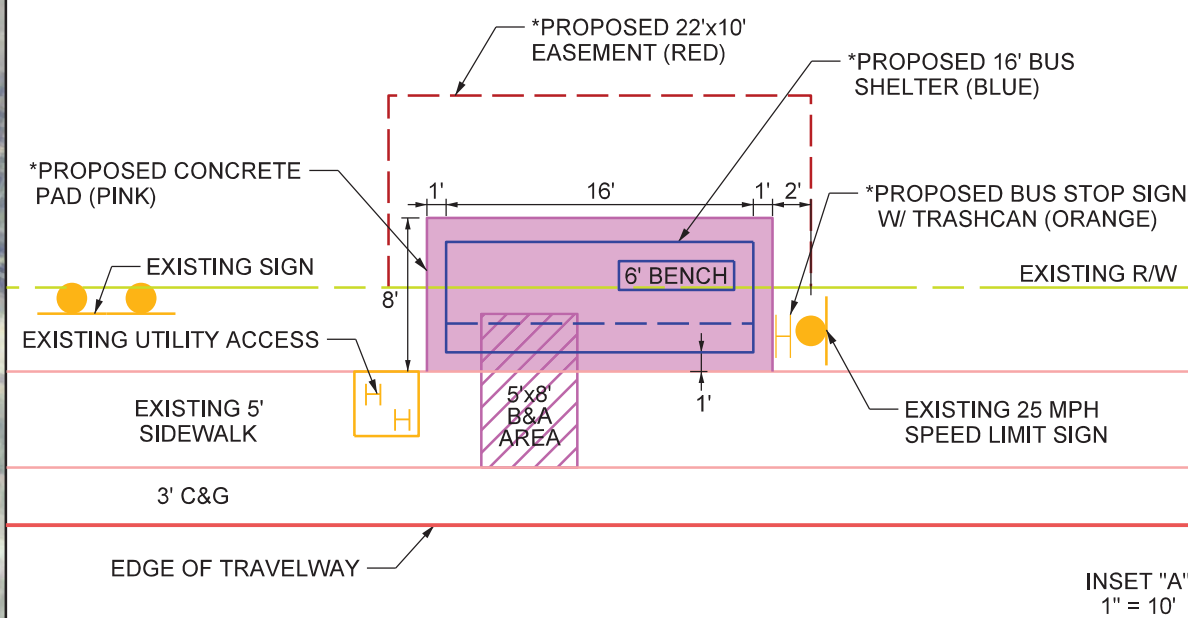


BUS STOP #304  
BARHAMVILLE ROAD  
AND ELMWOOD AVENUE



\*TIE PROPOSED CONCRETE PAD FLUSH WITH THE BACK OF EXISTING SIDEWALK. PAD MUST HAVE A TRANSVERSE SLOPE NO LESS THAN 50:1 AND NO GREATER THAN 12:1. THE LONGITUDINAL SLOPE OF THE NEW PAD SHALL MATCH THE LONGITUDINAL SLOPE OF THE EXISTING SIDEWALK.  
\*SHELTER PAD SHALL BE 6" THICK.

\*SEE SHOP DRAWINGS FOR ALL DETAILS AND DIMENSIONS OF BENCH, CONCRETE PAD, AND TRASH CAN.  
\*BENCH AND TRASH CAN TO BE MAINTAINED BY THE COMET.  
\*MOUNT NEW TRASH CAN TO NEW BUS STOP SIGN.



☐ OAK STREET

EXISTING R/W  
DEED BK-1853 PG-3336

PROPOSED 16' BUS  
SHELTER W/ TRASH CAN  
(SEE INSET "A")

☐ ELMWOOD  
AVENUE

EXISTING BUS STOP SIGN  
RELOCATE TO NEW SHELTER  
LOCATION

☐ BARHAMVILLE ROAD

15FT FROM EDGE  
OF TRAVELWAY

280FT REQUIRED SIGHT DISTANCE FOR VEHICLES APPROACHING FROM  
THE RIGHT FOR 25 MPH DESIGN SPEED AND PASSENGER CAR DESIGN VEHICLE



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE  
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

**12.a**

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: 3/7/2019 Property Owner: Second Nazareth Baptist Church  
Applicant's Name if different from Property Owner: Central Midlands Transit Authority-The COMET  
Contact Information: Telephone Number: 803-255-7136 Fax Number: \_\_\_\_\_  
Mailing address: 3613 Lucius Road, Columbia, SC 29204 E-mail address: zmcghee@davisfloyd.com  
Business Name/Development Name for Encroachment: Central Midlands Transit Authority- The COMET

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway  
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bus Shelter

Dimensions (height/width/length): 6"x7'x18' Concrete Pad  
(i.e. 6'x42' wooden privacy fence; 9'x6'x16' Bus Shelter  
two 12'x4'x3' concrete steps)

Construction material: Shelter-Aluminum Frame with Safety Glass Panels

☐ **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.: N/A If not, do you intend to apply for an ABL license? N/A

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.

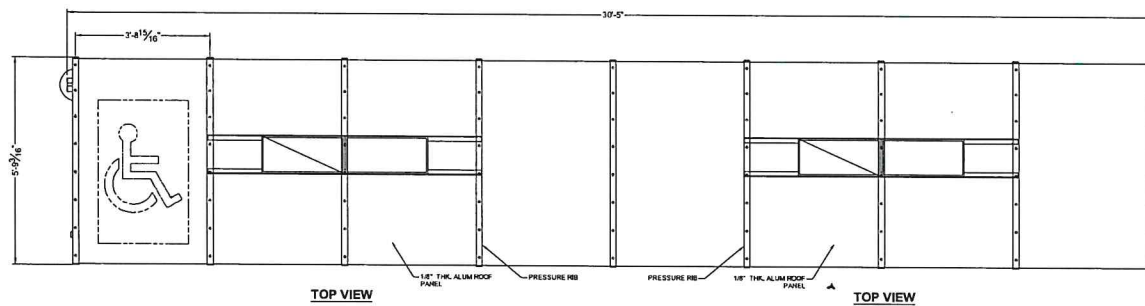
Name/Title:  
Date:

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 | jthompson@columbiasc.net  |
| Fanessa Pinckney   | Development Services (Permits)                    | 803-545-3420 | 803-733-8699 | fcpinckney@columbiasc.net |
| Amy Moore          | Development Services (Historic Preservation)      | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net    |
| 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      |

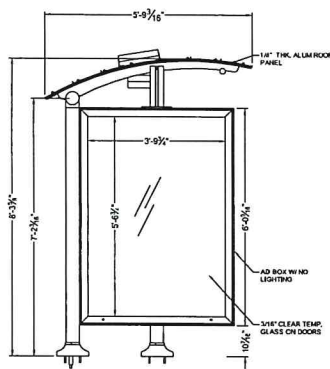
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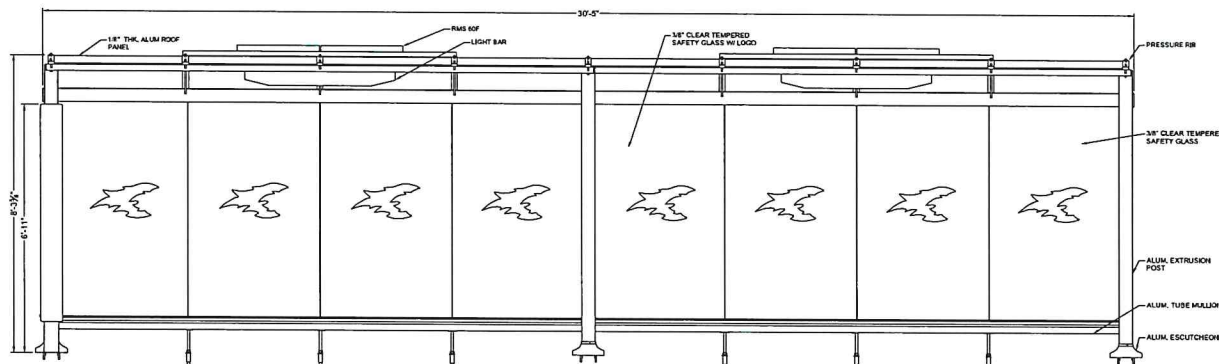


TOP VIEW

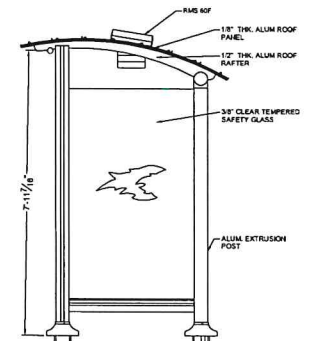
TOP VIEW



SIDE VIEW



FRONT VIEW

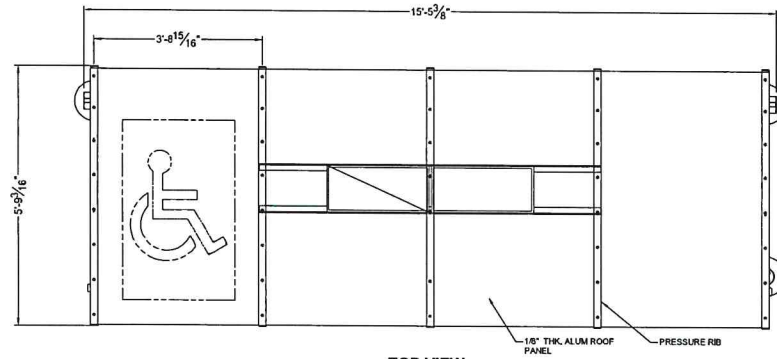


SIDE VIEW

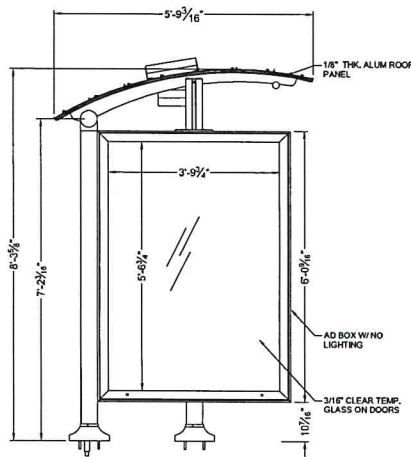
## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E1. CLASS E70S.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-01. ELECTRODES SHALL CONFORM TO AWS GA. 5.10 CLASS ER90.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

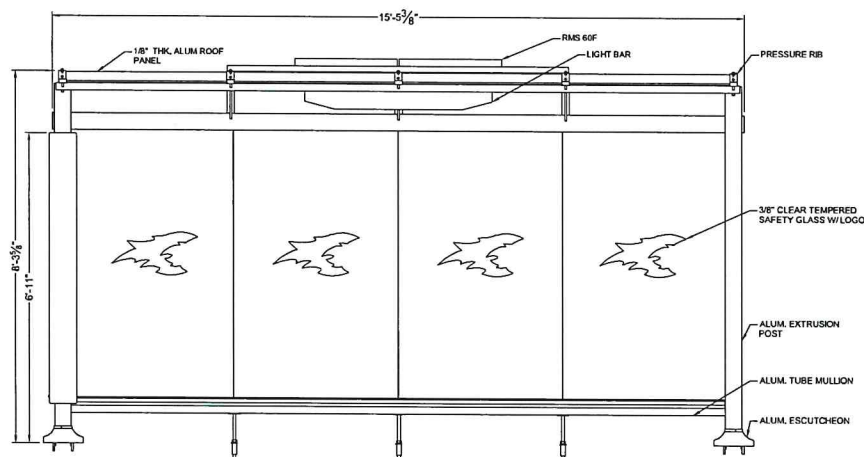
|                                                                                                                                                                                                                |       |           |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-------------------|
| THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. |       |           |                   |
| ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.                                                                                                                                              |       |           |                   |
| CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.                                               |       |           |                   |
| <div> <div> <b>TOLAR</b> TOLAR MANUFACTURING COMPANY, INC.<br/>258 Marsh Circle, Corona CA, 92673 </div> <div> <b>PROJECT:</b><br/>02' AD CUSTOM SUNSET SHELTER<br/>COLUMBIA, SC </div> </div>                 |       |           |                   |
| SIZE                                                                                                                                                                                                           | MAT.  | DWG NO.   | REV               |
| D                                                                                                                                                                                                              |       | 33272-00  | -                 |
| DATE                                                                                                                                                                                                           | NOTED | 10/9/2018 | REVISION: rairade |



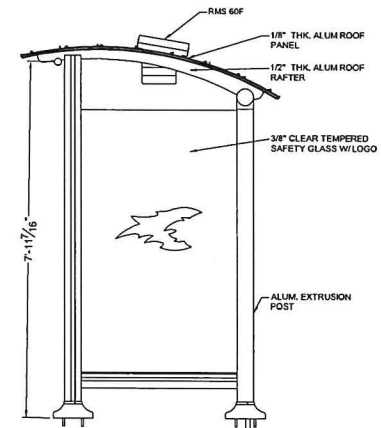
TOP VIEW



SIDE VIEW



FRONT VIEW

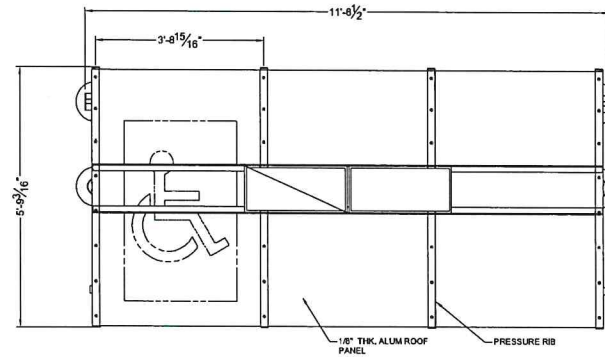


SIDE VIEW

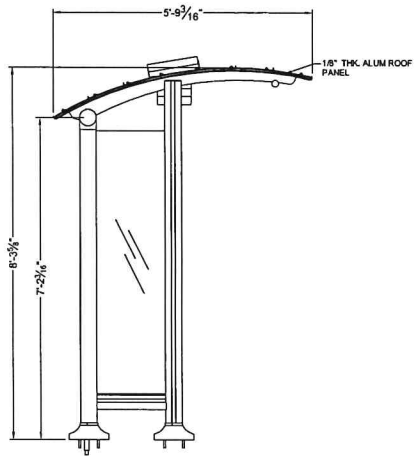
## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-28. ELECTRODES SHALL CONFORM TO AWS/SAF 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

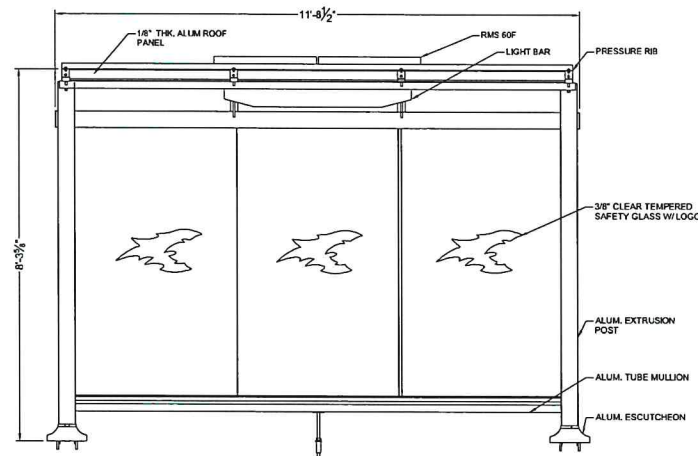
|                                                                                                                                                                                                                |           |                                                                             |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------|----------|
| THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. |           | TOLAR MANUFACTURING COMPANY, INC.<br>258 Markham Circle, Columbia, SC 29209 |          |
| ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.                                                                                                                                              |           | COLUMBIA, SC                                                                |          |
| DATE                                                                                                                                                                                                           | DATE      | DATE                                                                        | DATE     |
| NOTED                                                                                                                                                                                                          | 10/9/2018 | 133271-00                                                                   | REV      |
|                                                                                                                                                                                                                |           |                                                                             | randrade |



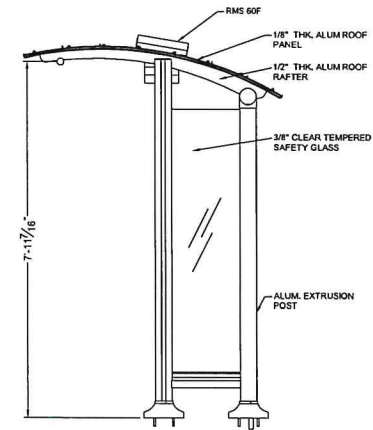
TOP VIEW



SIDE VIEW



FRONT VIEW

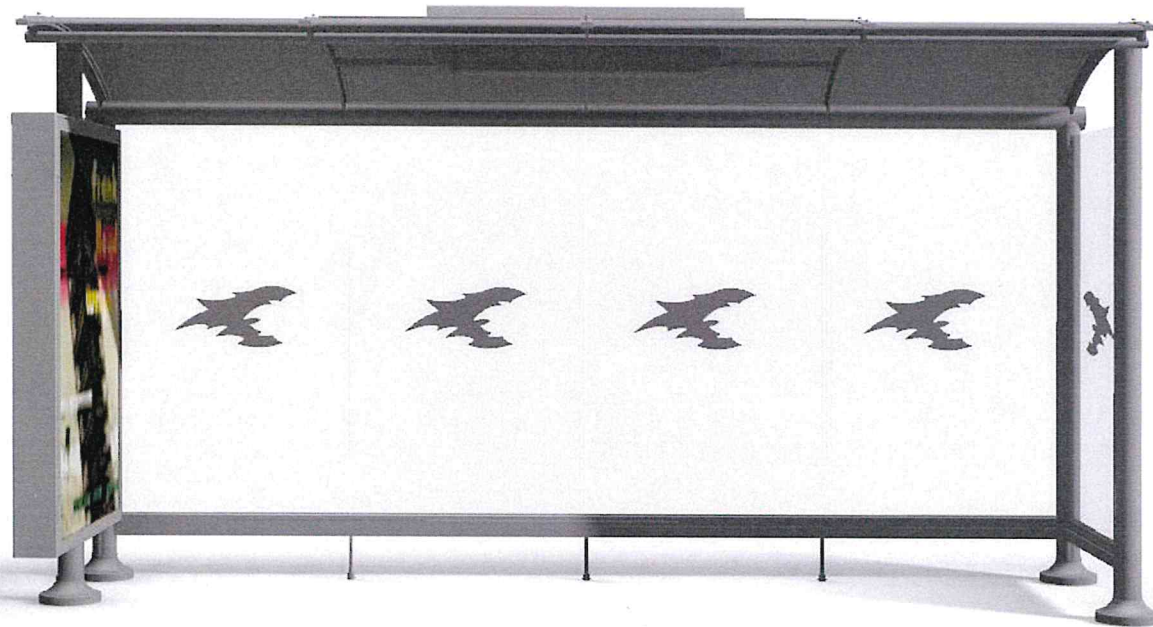


SIDE VIEW

## GENERAL NOTES:

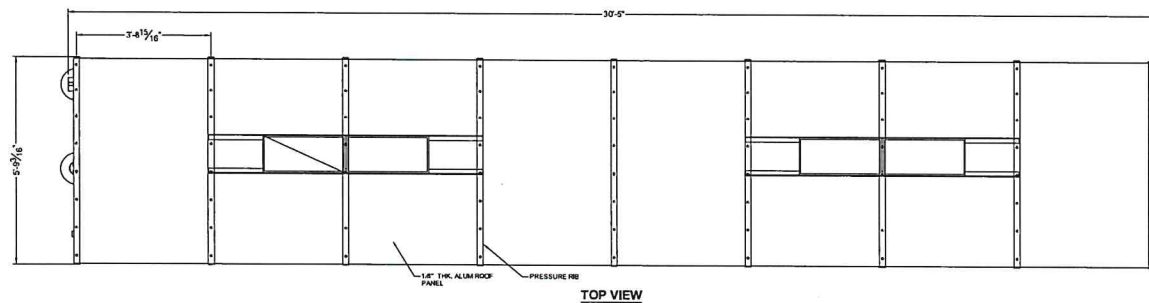
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-05. ELECTRODES SHALL CONFORM TO AWS/SA 5.10 CLASS EN04.1.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                |  |                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------|--|
| THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE REPRODUCED, COPIED, OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. |  |                                                 |  |
| TOLAR MFG. AT COMPLETION OF WORK, CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.             |  |                                                 |  |
| <b>TOLAR</b> TOLAR MANUFACTURING COMPANY, INC.<br>258 Marsh Circle, Corona CA, 92879                                                                                                                           |  | PROJECT NO.<br>117 NON AD CUSTOM SUNSET SHELTER |  |
| DATE<br>10/9/2018                                                                                                                                                                                              |  | Dwg. No.<br>33273-00                            |  |
| SCALE<br>NOTED                                                                                                                                                                                                 |  | REV.<br>1                                       |  |
| DRAWN BY<br>randrade                                                                                                                                                                                           |  | CHECKED BY<br>randrade                          |  |

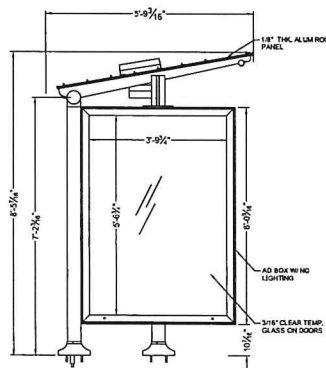




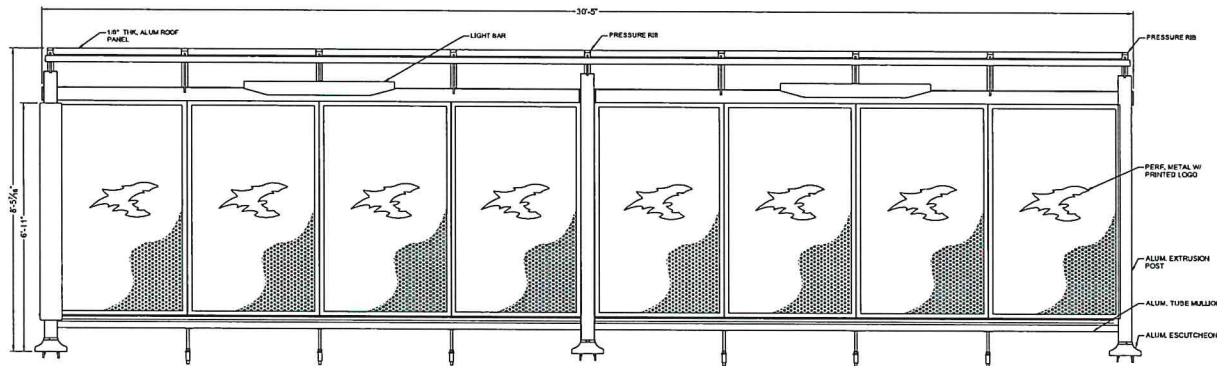




TOP VIEW

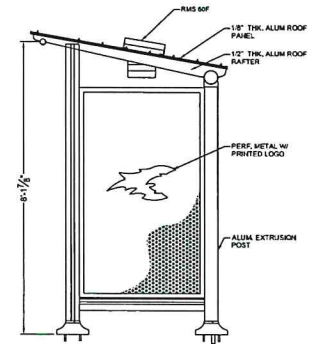


SIDE VIEW



FRONT VIEW

FRONT VIEW

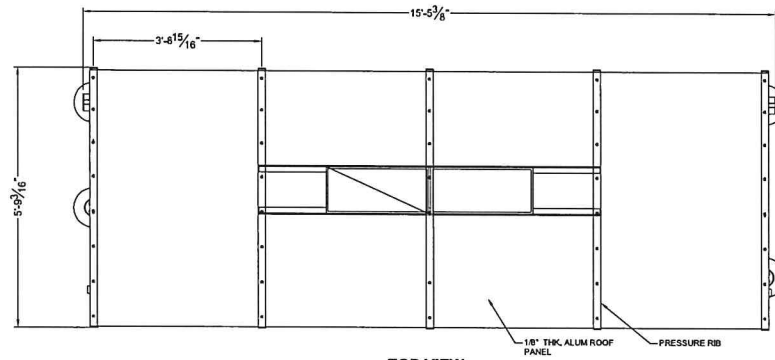


SIDE VIEW

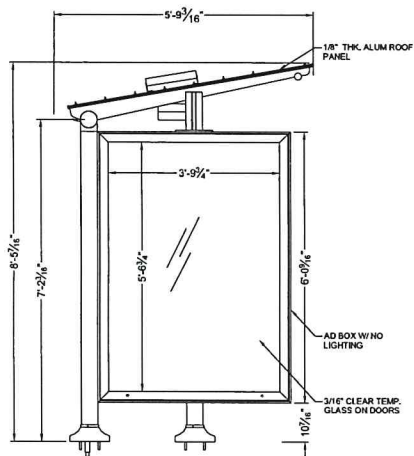
## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-110. ELECTRODES SHALL CONFORM TO AWS E1 CLASS E70S-6.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-90.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

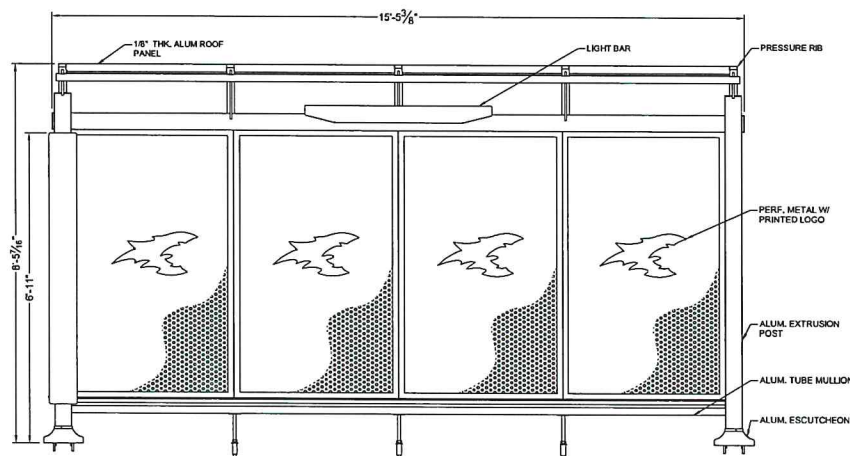
|                                                                                                                                                                                                                                                                                  |       |                  |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------|-------|
| THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. |       |                  |       |
| TOLAR MANUFACTURING COMPANY, INC.<br>258 Marsh Circle, Corra CA, 90879                                                                                                                                                                                                           |       |                  |       |
| CONTRACTOR: COLUMBIA SC                                                                                                                                                                                                                                                          |       |                  |       |
| DATE: 10/11/2018                                                                                                                                                                                                                                                                 | NOTED | DATE: 10/11/2018 | NOTED |



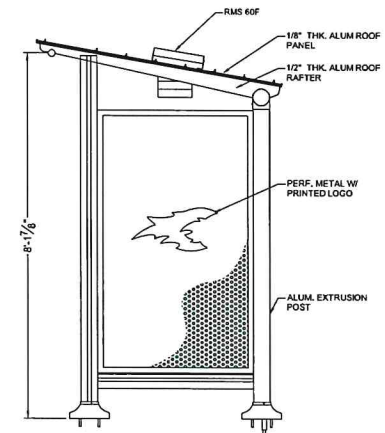
TOP VIEW



SIDE VIEW



FRONT VIEW

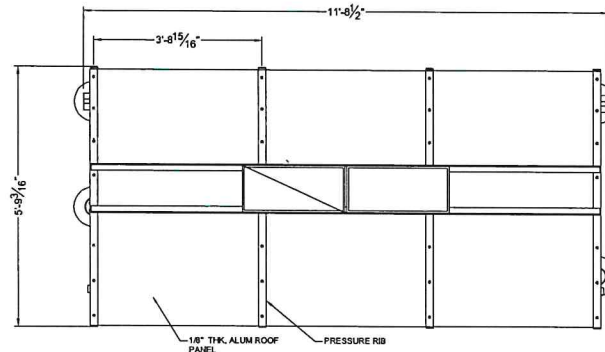


SIDE VIEW

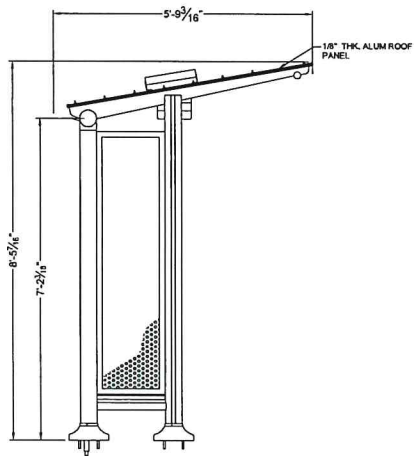
## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

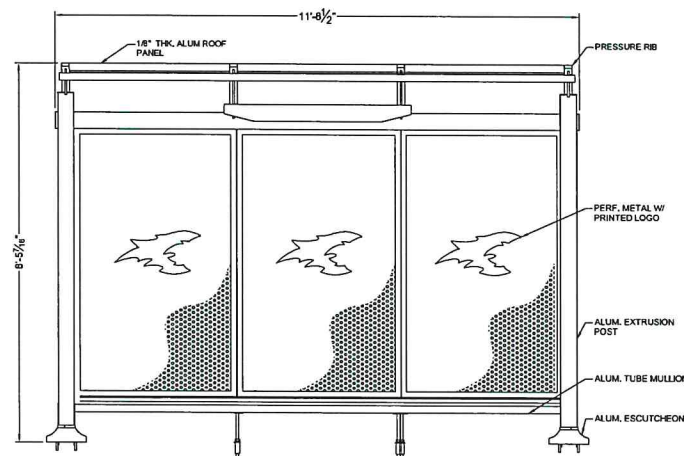
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------|
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| ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.                                                                                                                                                  |            |            |          |
| CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.                                                   |            |            |          |
| <div> <div> <div>TOLAR</div> <div>TOLAR MANUFACTURING COMPANY, INC.</div> <div>258 Marsh Circle, Corona CA, 92879</div> </div> <div> <div>16' AD CUSTOM EMPIRE SHELTER</div> <div>COLUMBIA, SC</div> </div> </div> |            |            |          |
| REV                                                                                                                                                                                                                | DATE       | BY         | CHK      |
| D                                                                                                                                                                                                                  | 10/11/2018 | 33274-00   | -        |
| SCALE                                                                                                                                                                                                              | NOTED      | DATE       | SCALE    |
|                                                                                                                                                                                                                    |            | 10/11/2018 | randrade |



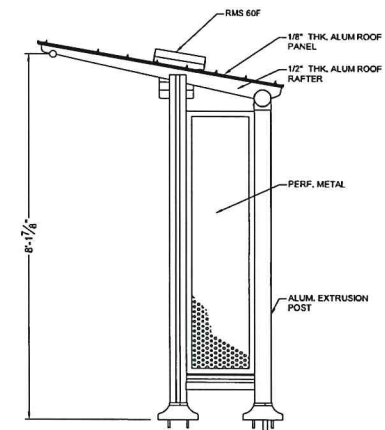
TOP VIEW



SIDE VIEW



FRONT VIEW

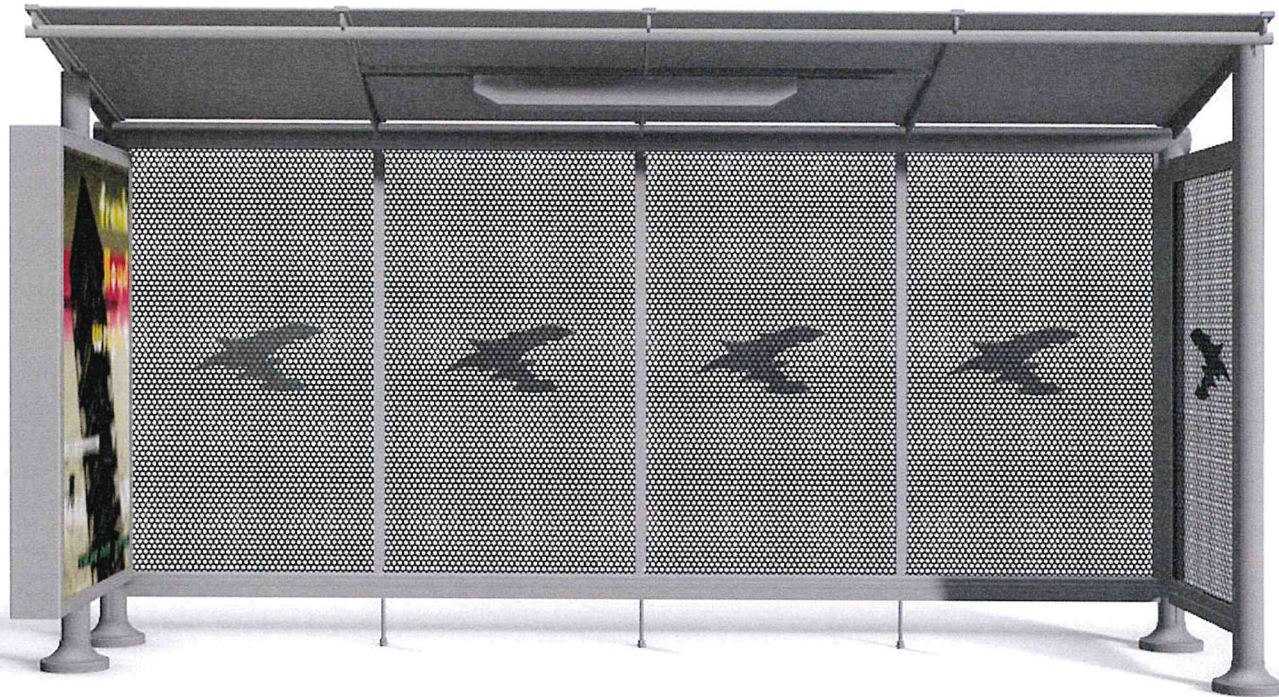


SIDE VIEW

## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SA 5.10 CLASS 6063-T5.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

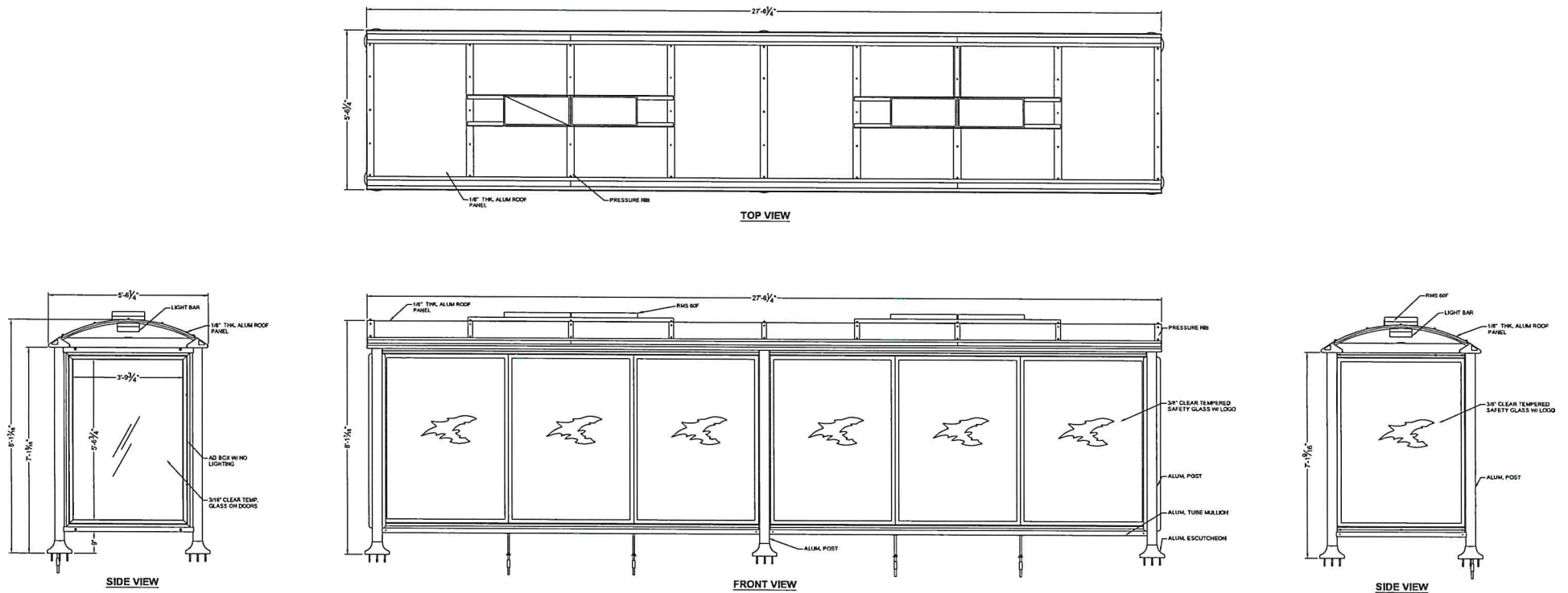
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----|
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| <div> <div>TOLAR</div> <div>TOLAR MANUFACTURING COMPANY, INC.</div> <div>258 Mariah Circle, Corona CA, 92879</div> </div>                                                                                                                                                                                                                                                                                |          |            |     |
| <div> <div>PROJECT NO.</div> <div>12" NON AD CUSTOM EMPIRE SHELTER</div> <div>CLIENT/OWNER/ARCH</div> <div>COLUMBIA, SC</div> </div>                                                                                                                                                                                                                                                                     |          |            |     |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                     | DRAWN BY | DATE       | REV |
| 10/11/2018                                                                                                                                                                                                                                                                                                                                                                                               | randrade | 10/11/2018 | 1   |







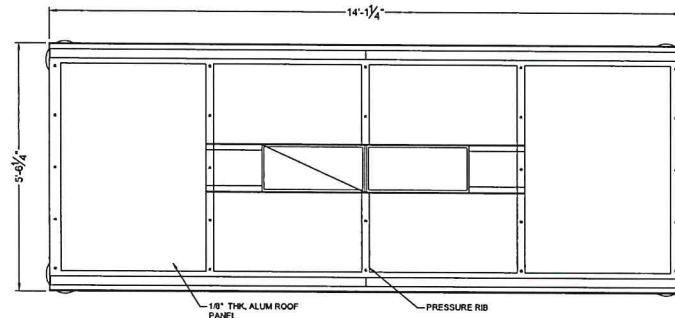




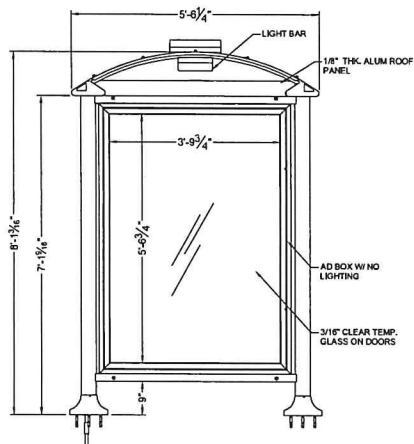
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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E1 CLASS E70S-A.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-40. ELECTRODES SHALL CONFORM TO AWS A5.6 CLASS ER404.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

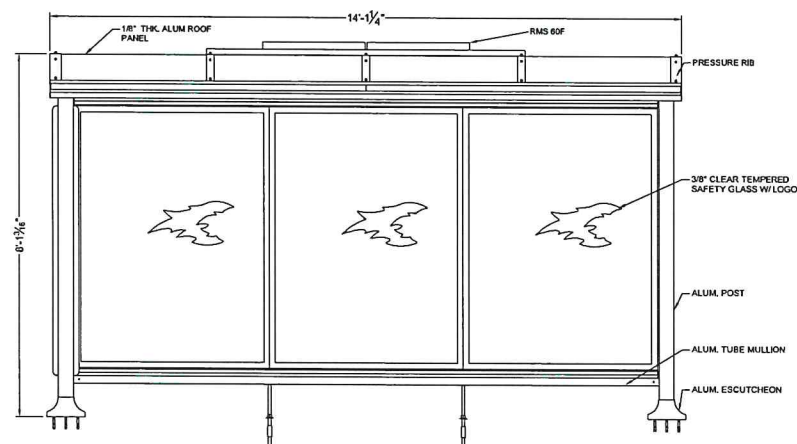
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| TOLAR MANUFACTURING COMPANY, INC.<br>258 Marsh Circle, Corona CA, 92879                                                                                                                                                                                                                                                                                                         |              |                  |        |
| 28' AD CUSTOM EURO SHELTER                                                                                                                                                                                                                                                                                                                                                      |              |                  |        |
| COLUMBIA, SC                                                                                                                                                                                                                                                                                                                                                                    |              |                  |        |
| DATE: 10/11/2018                                                                                                                                                                                                                                                                                                                                                                | SCALE: NOTED | DRAWN BY: rambdr | REV: - |



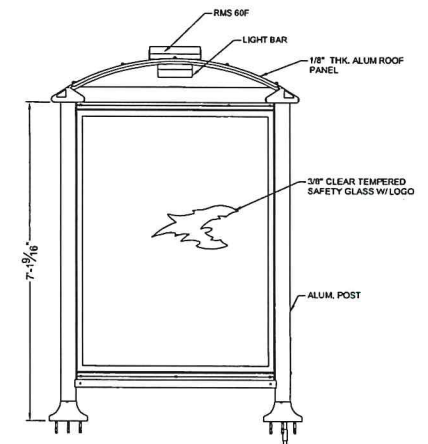
TOP VIEW



SIDE VIEW



FRONT VIEW

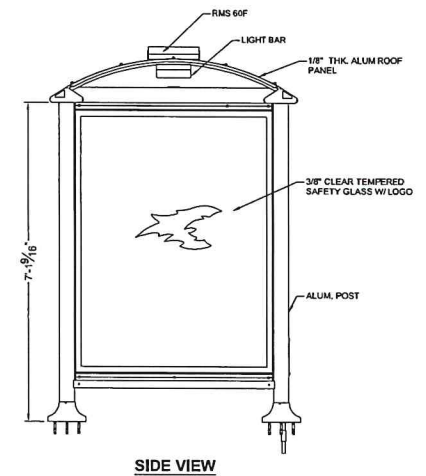
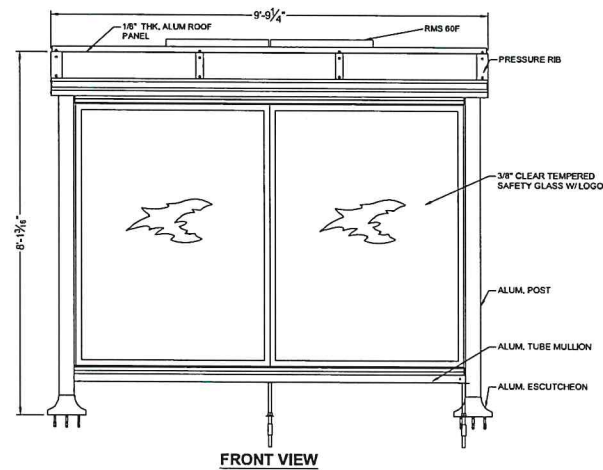
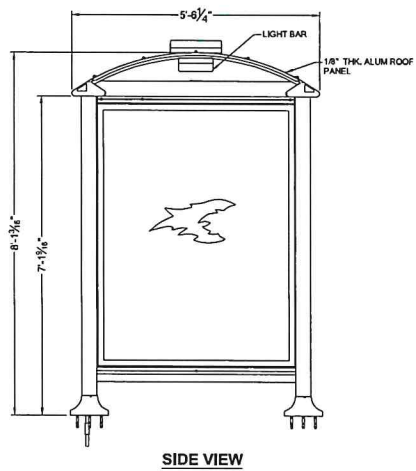
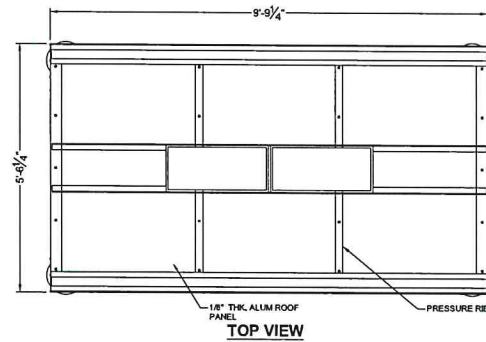


SIDE VIEW

## GENERAL NOTES:

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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10. ELECTRODES SHALL CONFORM TO AWS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 2-20. ELECTRODES SHALL CONFORM TO AWS/ISA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                                                                                  |          |         |     |                                                                       |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|-----|-----------------------------------------------------------------------|--|
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| HEAD CUSTOM EURO SHELTER                                                                                                                                                                                                                                                         |          |         |     | COLUMBIA, SC                                                          |  |
| DATE                                                                                                                                                                                                                                                                             | BY       | CHKD BY | REV |                                                                       |  |
| 10/11/2018                                                                                                                                                                                                                                                                       | randrade |         |     |                                                                       |  |

**GENERAL NOTES:**

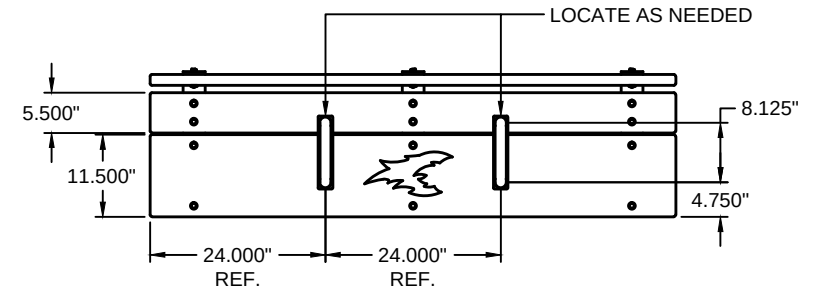
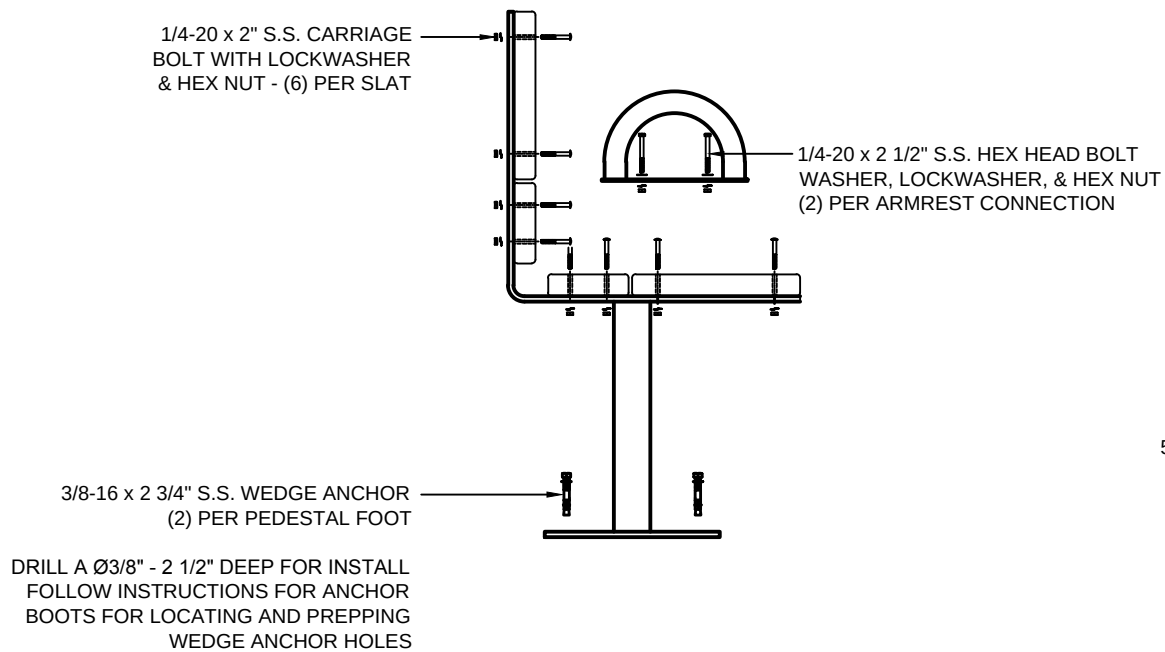
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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E1. CLASS E70S-C.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS/SPA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                |                    |                                                                        |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------|----------|
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| DESIGN FOR<br>10' NON AID CUSTOM EURO SHELTER                                                                                                                                                                  |                    | COLUMBIA, SC                                                           |          |
| SIZE<br>D                                                                                                                                                                                                      | MATL.              | DWG NO.<br>33279-00                                                    | REV<br>- |
| DATE<br>NOTED                                                                                                                                                                                                  | DATE<br>10/11/2018 | DRAWN BY<br>randra                                                     |          |

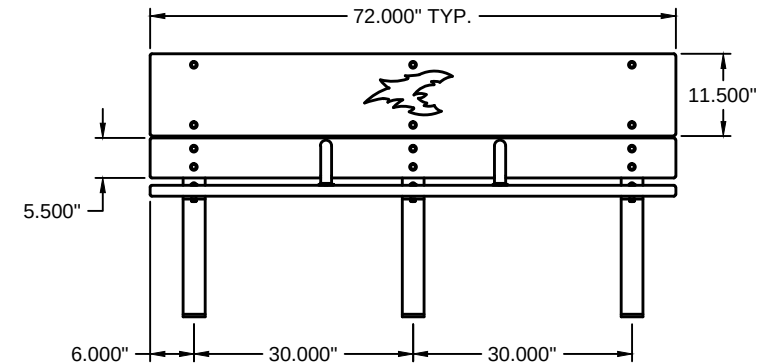








PLAN VIEW



FRONT ELEVATION

-- BENCH LAYOUT.

**BRASCO INTERNATIONAL, INC.**

32400 INDUSTRIAL DRIVE  
MADISON HEIGHTS, MICHIGAN 48071  
1-800-893-3665 WWW.BRASCO.COM

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**LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

CUSTOMER: CENTRAL MIDLANDS TRANSIT

PROJECT: INSTALLATION INSTRUCTIONS

MODEL: LEAN RAIL INSTALL

ENGINEER: HAUS

DATE: 7-21-14

CHECKER: BDH

**Packet Pg. 170**

JOB # 3763

SHEET #: INSTALL-9



11240 Melrose Ave.  
Franklin Park, IL 60131  
P: 847-451-0451  
F: 847-451-0458

## BR-1022 Bracket Kit for WR-10/22

For Pole or Wall Mount Applications

### Bracket Kit Includes:

Qty. Description

- (1) - Large pole / wall bracket
- (2) - "2" brackets
- (4) - 1/4-20" x 1/2" hex head bolts
- (4) - 1/4-20" hex "kep" nuts
- (2) - Stainless steel straps

### Mounting

- Decide proper height for basket, and mount large bracket to pole or wall. Bottom of bracket should be positioned 3/4" higher than final height to bottom of basket.

### For Pole Mount

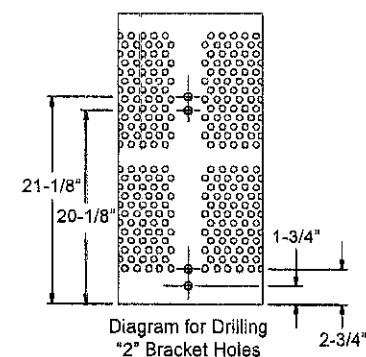
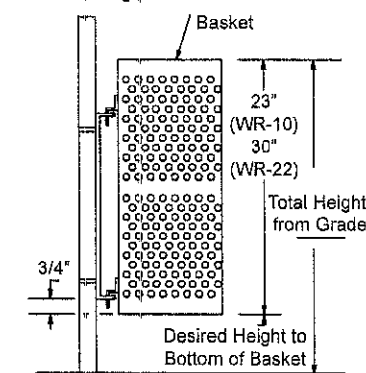
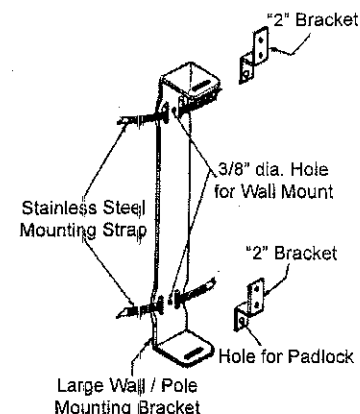
- Insert straps as shown through the top and bottom of large bracket, and tighten onto pole. Cut off any unused portion of the strap. (Approx. 2" beyond the clip).

### For Wall Mount

- Screw or bolt the large bracket using the recommended hardware for your particular substrate, through the two large hole (3/8" dia.) located between the strap mounting slots on the large bracket.

### To Mount "2" Brackets

- Drill (4) 4/16" dia. holes in the basket adjacent to the seam in the back of the basket.  
(See sketch for dimensional layout).
- Mount both "2" brackets on the baskets with the pad lock hole flange pointing down, using (2) 1/4-10 x 1/2" hex head bolts and hex "kep" nuts per bracket.



Visit [www.ex-cell.com](http://www.ex-cell.com) & email us at [service@ex-cell.com](mailto:service@ex-cell.com)

**From:** Johnny Ray Noble <[revnoble@aol.com](mailto:revnoble@aol.com)>  
**Sent:** Monday, March 4, 2019 10:28 AM  
**To:** Todd Warren <[twarren@davisfloyd.com](mailto:twarren@davisfloyd.com)>  
**Cc:** [luke@aoss.org](mailto:luke@aoss.org); [luis.ortiz@catchthecomet.org](mailto:luis.ortiz@catchthecomet.org)  
**Subject:** RE: COMET Bus Stop - Barhamville Elmwood SB

Todd,  
Please proceed with the shelter on our easement. We are in agreement and give our approval. Paperwork to follow when I return. Thank you for all of your help.

Johnny Ray Noble, PhD

On Monday, March 4, 2019 Todd Warren <[twarren@davisfloyd.com](mailto:twarren@davisfloyd.com)> wrote:

Pastor Noble,

Per our conversation this morning, We understand that the Church is in favor of the COMET placing a new shelter across from the Church. We understand that you guys have signed the easement agreement but that you are currently out of town. Please respond with your approval to this email and we will get the construction scheduled while we wait for the receipt of the easement document. Thank you for your help with this project.

Thanks,

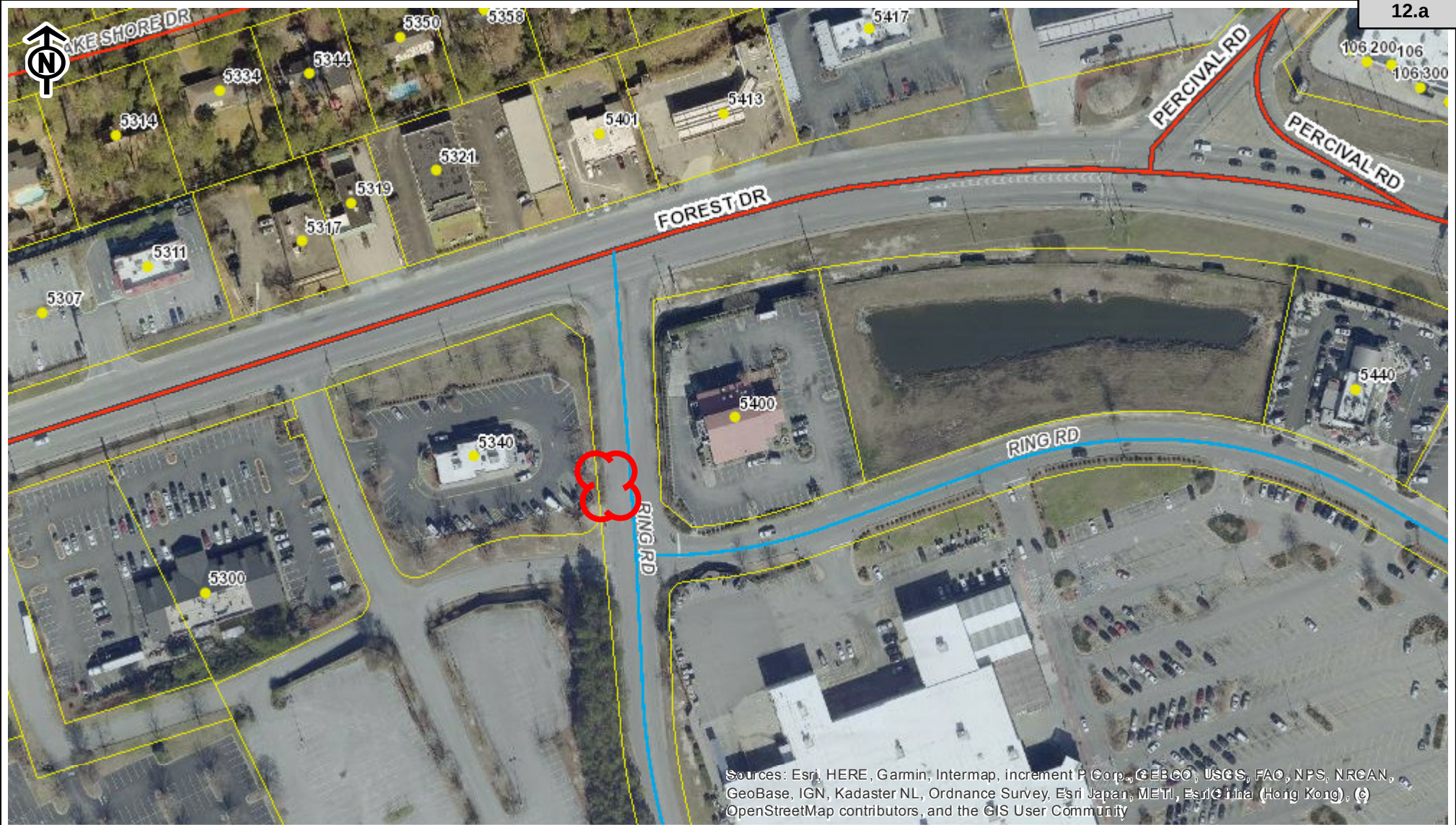
Todd Warren, PE  
ASSOCIATE | PROJECT MANAGER

---  
240 Stoneridge Drive, Suite 305, Columbia, SC 29210  
O. (803) 256-4121 | F. (803) 254-4549  
E. [twarren@davisfloyd.com](mailto:twarren@davisfloyd.com) | [www.davisfloyd.com](http://www.davisfloyd.com)

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## Comet Bus Shelter

### City of Columbia

- |                         |                                |                        |
|-------------------------|--------------------------------|------------------------|
| ● Address Point         | — Private                      | — Arterial Streets     |
| □ Tax Parcel            | — University of South Carolina | — Columbia City Limits |
| <b>Street Ownership</b> | — Working                      | — Red: Red             |
| — City of Columbia      | — Interstates                  | — Green: Green         |
| — State                 |                                | — Blue: Blue           |
| — County                | <b>Highways</b>                |                        |
| — Federal               | — US                           |                        |
|                         | — SC                           |                        |

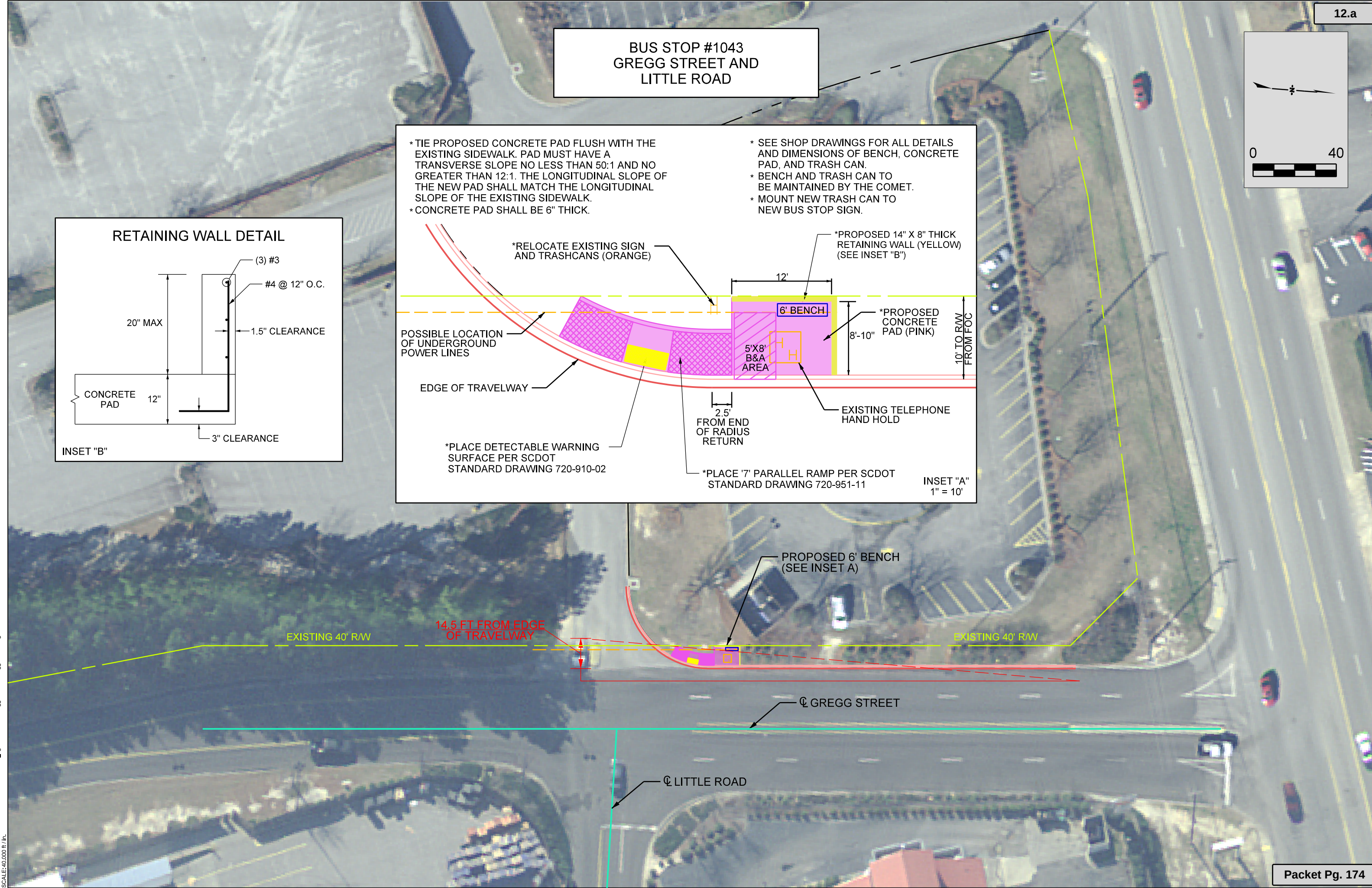
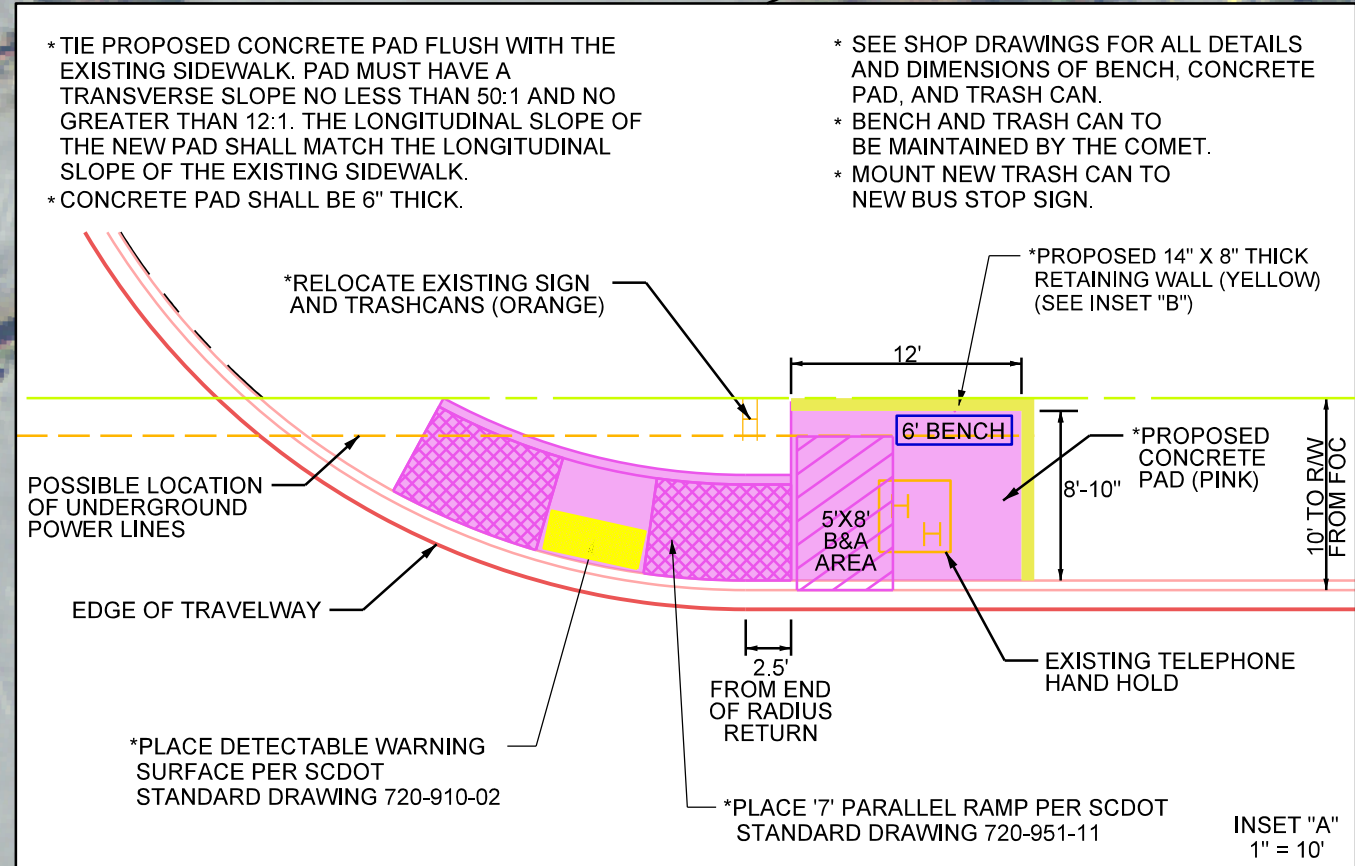
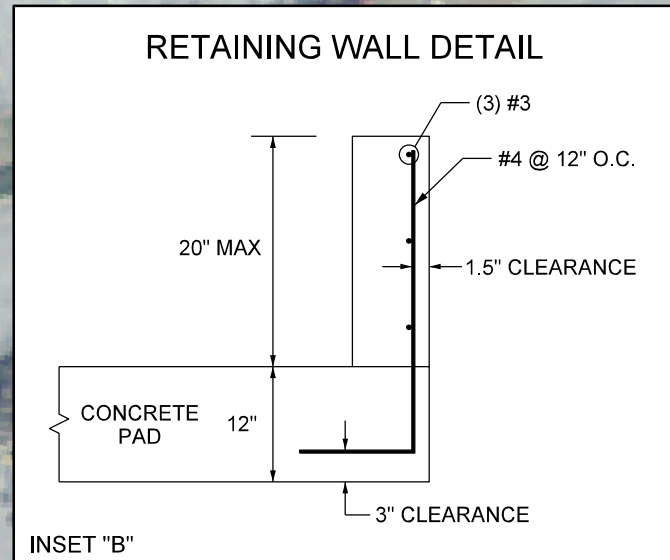
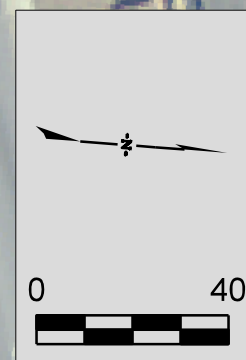
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#### CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



# BUS STOP #1043 GREGG STREET AND LITTLE ROAD



DATE: 5/10/2019  
PENTABLE: COMET-PDF-1d1  
FILE: \\ccl-4s1\data\Jobs\Even\13468-00\Production\T\_dgn\Phase 87- Gregg at Little.dgn  
SCALE: 40,000 ft / in.



**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: 10/15/2019 Property Owner: City of Columbia  
Applicant's Name if different from Property Owner: Central Midlands Transit Authority-The COMET  
Contact Information: Telephone Number: 803-255-7087 Fax Number: \_\_\_\_\_  
Mailing address: 3613 Lucius Road, Columbia, SC 29204 E-mail address: zmcghee@davisfloyd.com  
Business Name/Development Name for Encroachment: Central Midlands Transit Authority-The COMET

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway  
Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bus Shelter

Dimensions (height/width/length): 6"x12"x8'-10" Concrete Pad  
(i.e. 6'x42' wooden privacy fence; 14"x8"x12' Concrete Retaining Wall  
two 12'x4'x3' concrete steps) 6' Bench

Construction material: Bench-Aluminum Frame with Composite boards

☐ **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.: N/A If not, do you intend to apply for an ABL license? N/A

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:

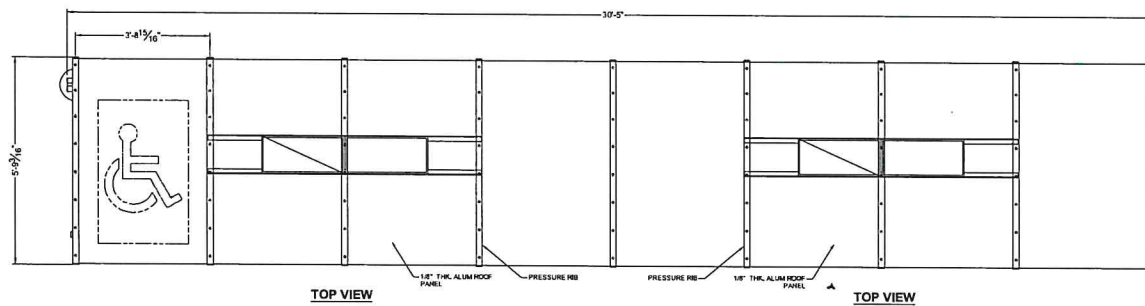
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

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.

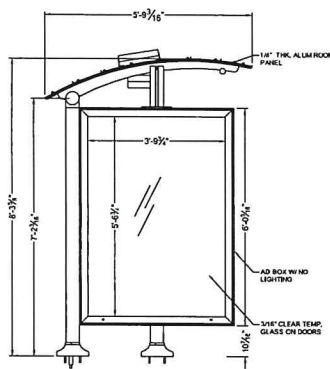
| CONTACT            | DEPARTMENT                                        | PHONE        | FAX          | E-MAIL                    |
|--------------------|---------------------------------------------------|--------------|--------------|---------------------------|
| Johnathan Chambers | Development 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 | jthompson@columbiasc.net  |
| Fanessa Pinckney   | Development Services (Permits)                    | 803-545-3420 | 803-733-8699 | fcpinckney@columbiasc.net |
| Amy Moore          | Development Services (Historic Preservation)      | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net    |
| Robert Harkins     | Development Services (Plans Review)               | 803-545-3420 | 803-733-8647 | rharkins@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 | cfdkoon@columbiasc.net    |
| John David Spade   | Parking Services                                  | 803-545-3070 | 803-733-8523 | jspade@columbiasc.net     |

LR: 7/2014

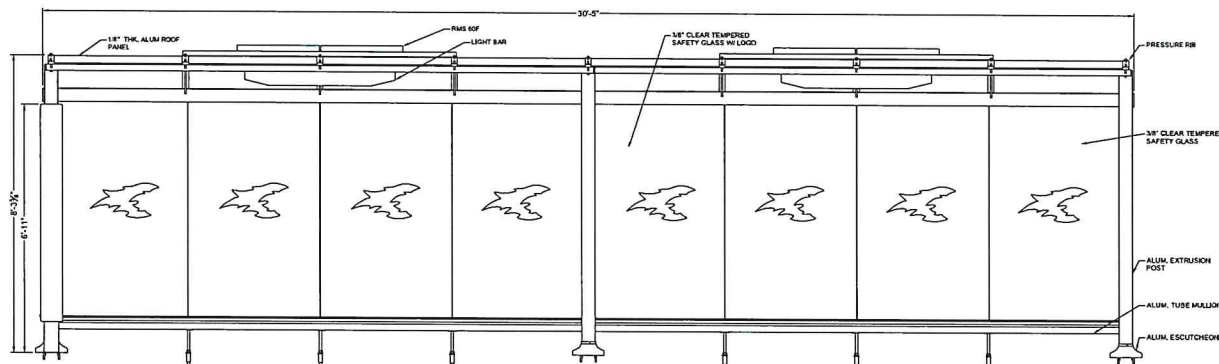


TOP VIEW

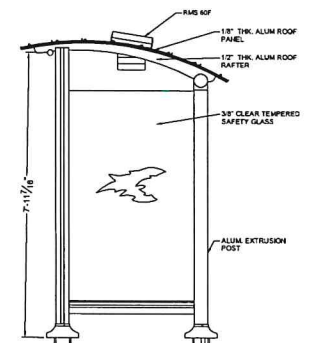
TOP VIEW



SIDE VIEW



FRONT VIEW

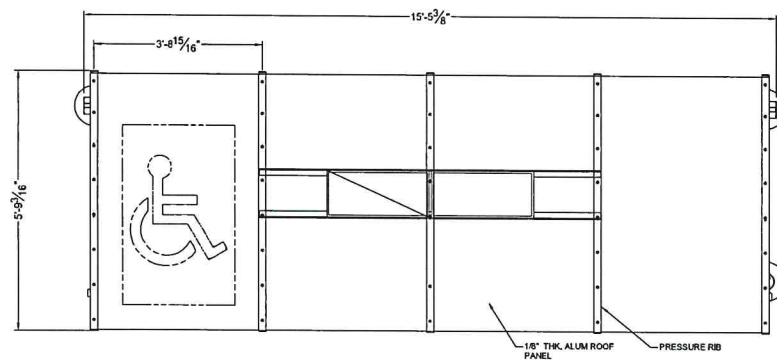


SIDE VIEW

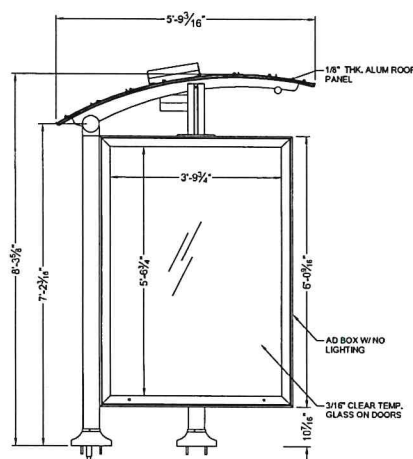
## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6061-T6 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E1. CLASS E70S.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-01. ELECTRODES SHALL CONFORM TO AWS GA. 5.10 CLASS ER90.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

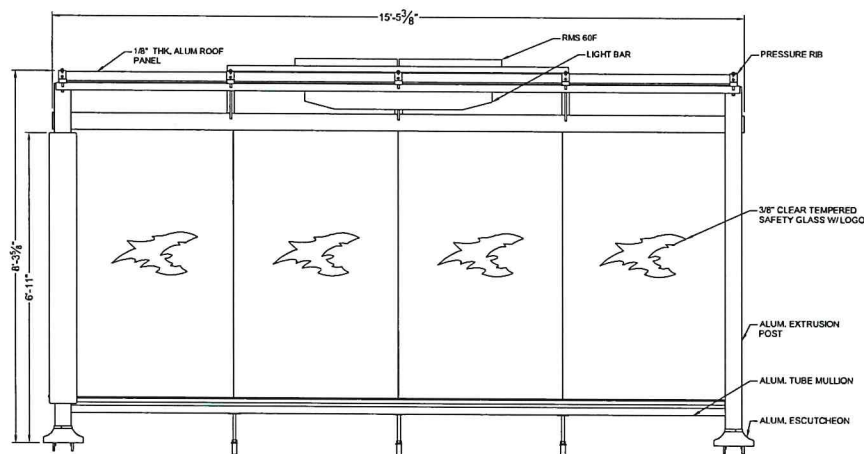
|                                                                                                                                                                                                                                                                                                         |       |           |          |
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| ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.                                                                                                                                                                                                                                       |       |           |          |
| CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.                                                                                                                                        |       |           |          |
| <div> <div> <div> <div> <div>TOLAR</div> <div>TOLAR MANUFACTURING COMPANY, INC.</div> <div>258 Marsh Circle, Corona CA, 92673</div> </div> </div> <div> <div>PROJECT NO.</div> <div>027 ADD CUSTOM SUNSET SHELTER</div> </div> <div> <div>CITY/STATE</div> <div>COLUMBIA, SC</div> </div> </div> </div> |       |           |          |
| SIZE                                                                                                                                                                                                                                                                                                    | DATE  | DWG NO.   | REV      |
| D                                                                                                                                                                                                                                                                                                       |       | 33272-00  | -        |
| DATE                                                                                                                                                                                                                                                                                                    | NOTED | 10/9/2018 | REVISION |



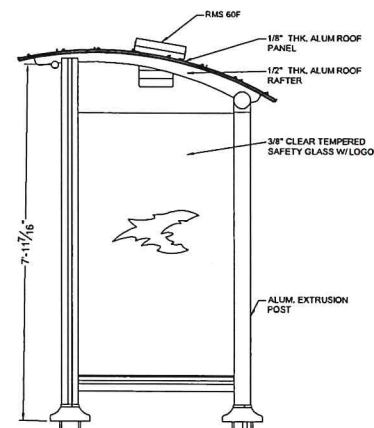
**TOP VIEW**



**SIDE VIEW**



**FRONT VIEW**



**SIDE VIEW**

**GENERAL NOTES:**

- GENERAL NOTES:**
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  2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
  3. ALL HOLES TO BE DRILLED OR PUNCHED.
  4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
  5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/A5.10 CLASS ER4043.
  6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

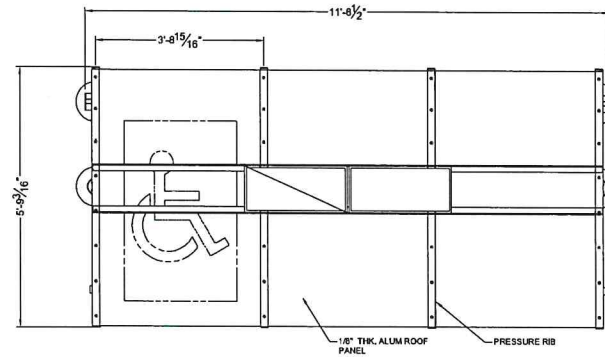
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**TOLAR<sup>®</sup>** TOLAR MANUFACTURING COMPANY, INC.  
254 Market Circle, Corvallis, OR 97339

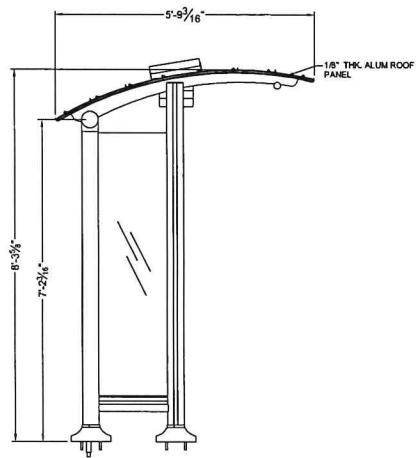
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**COLUMBIA SC**

DOC NO: **33271-00**

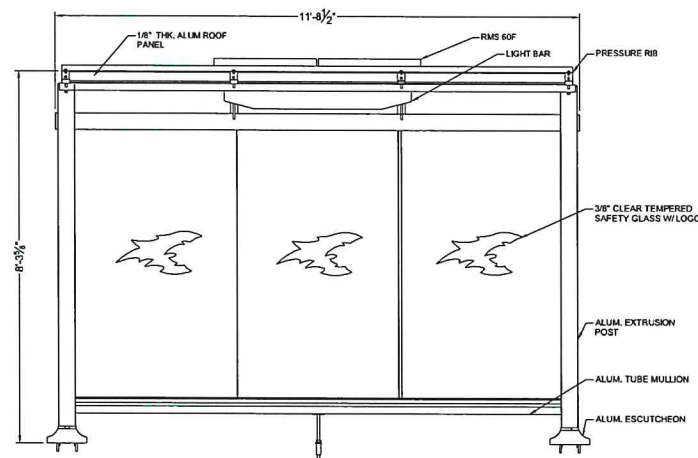
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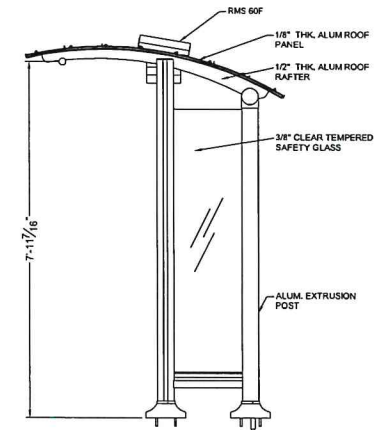
TOP VIEW



SIDE VIEW



FRONT VIEW

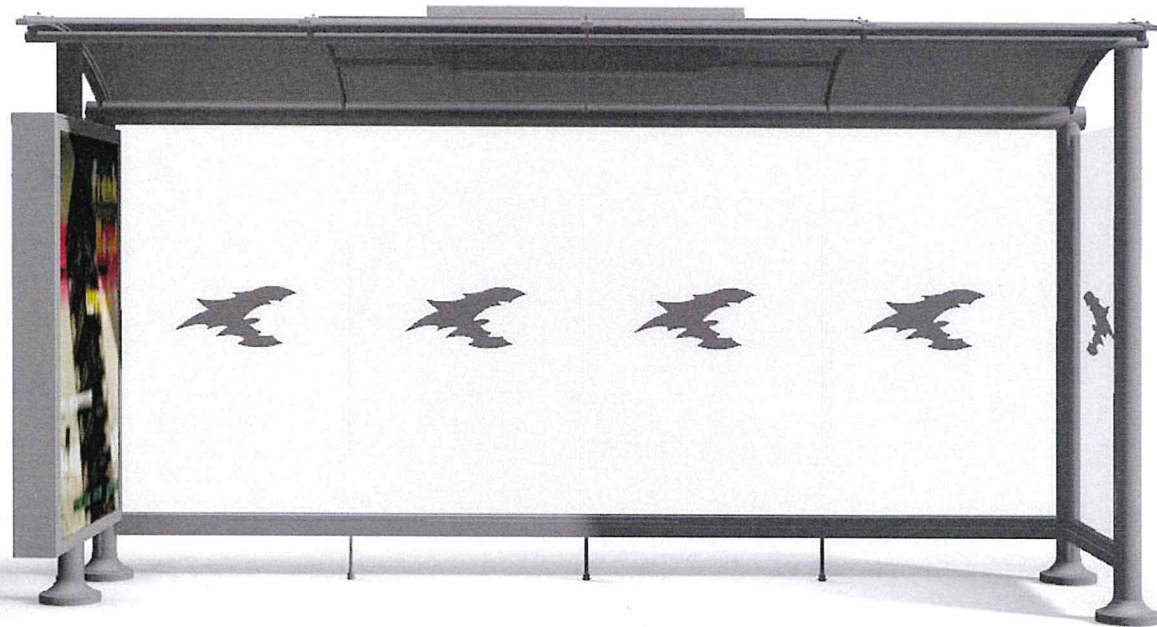


SIDE VIEW

## GENERAL NOTES:

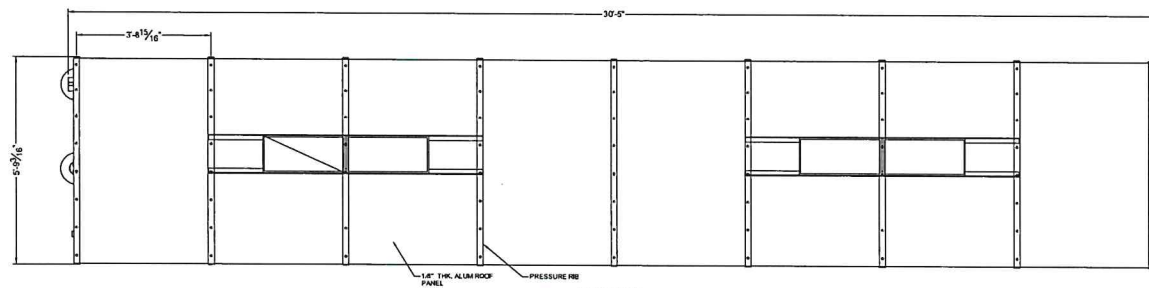
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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-05. ELECTRODES SHALL CONFORM TO AWS/SA 5.10 CLASS EN04.1.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                |       |          |     |
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| TOLAR MANUFACTURING COMPANY, INC.<br>258 Marsh Circle, Corona CA, 92709                                                                                                                                        |       |          |     |
| 1/2" NON AD CUSTOM SUNSET SHELTER                                                                                                                                                                              |       |          |     |
| DATE                                                                                                                                                                                                           | SCALE | DWG NO.  | REV |
| 10/9/2018                                                                                                                                                                                                      | NOTED | 33273-00 | 1   |
| DRAWN BY: randrade                                                                                                                                                                                             |       |          |     |

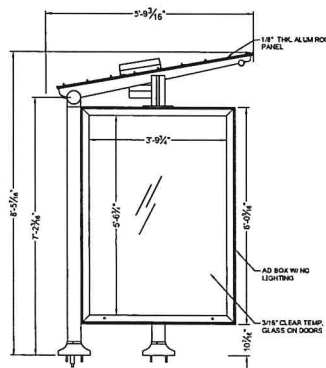




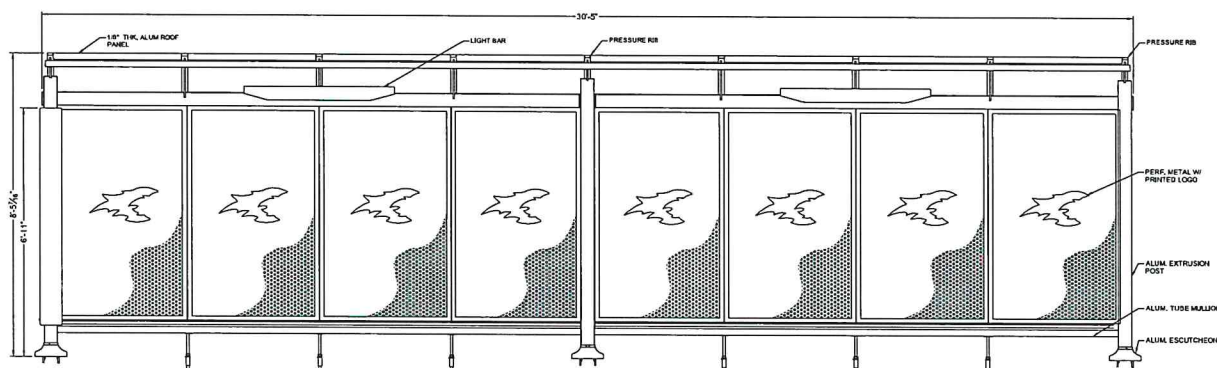




TOP VIEW

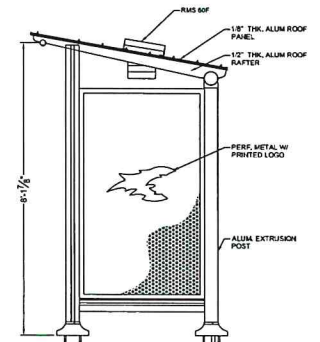


SIDE VIEW



FRONT VIEW

FRONT VIEW

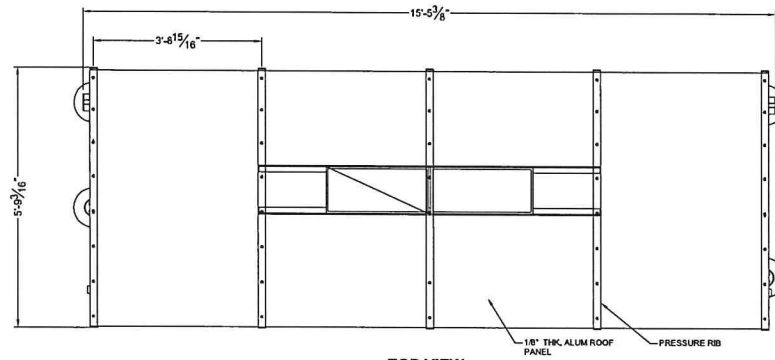


SIDE VIEW

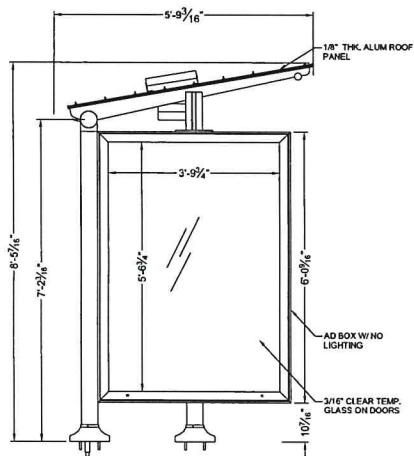
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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-110. ELECTRODES SHALL CONFORM TO AWS E1 CLASS E70C-A.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-90. ELECTRODES SHALL CONFORM TO AWS OR A 5.0 CLASS ER40-4.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

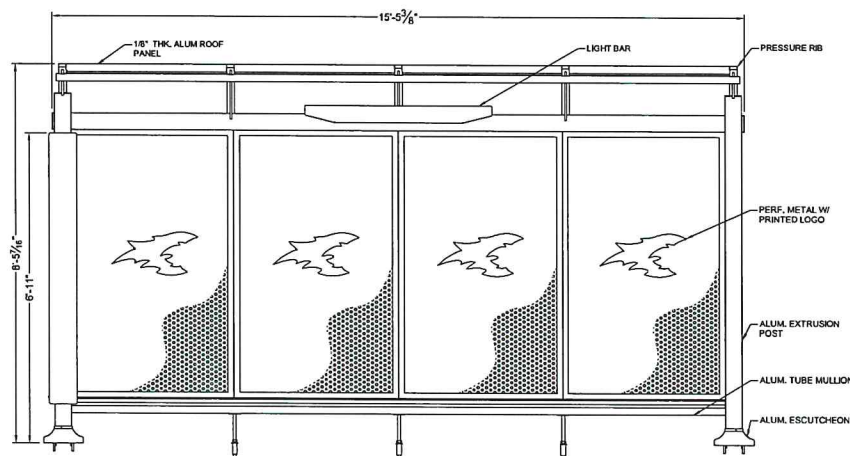
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| <div> <div> <b>TOLAR</b> </div> <div> TOLAR MANUFACTURING COMPANY, INC.<br/> 258 Marsh Circle, Corra CA, 90879 </div> </div>                                                                                                                                                                                                                                                                                                                      |                                                    |                                                    |                                                    |
| <div> <div> <div>DESCRIPTION</div> <div>30' AD CUSTOM EMPLOYE SHIELTER</div> </div> <div> <div>CONTRACT NUMBER</div> <div>COLUMBIA SC</div> </div> </div>                                                                                                                                                                                                                                                                                         |                                                    |                                                    |                                                    |
| <div> <div>DATE</div> <div>10/11/2018</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                | <div> <div>DATE</div> <div>10/11/2018</div> </div> | <div> <div>DATE</div> <div>10/11/2018</div> </div> | <div> <div>DATE</div> <div>10/11/2018</div> </div> |



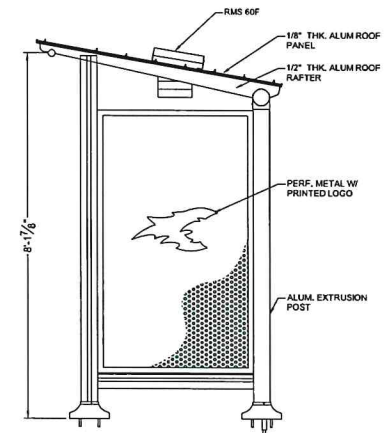
TOP VIEW



SIDE VIEW



FRONT VIEW

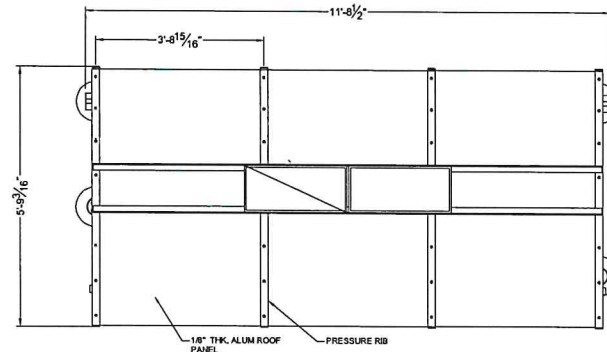


SIDE VIEW

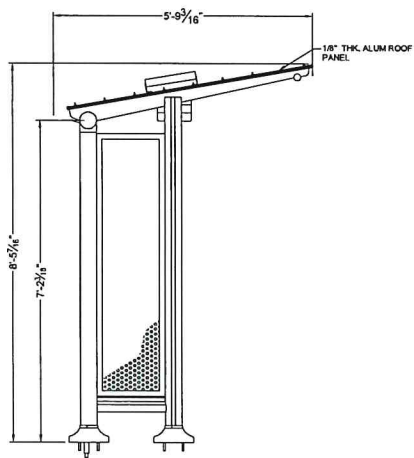
## GENERAL NOTES:

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3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.
6. 2-60S. ELECTRODES SHALL CONFORM TO AWS/A5.1 CLASS E70S-5.
7. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

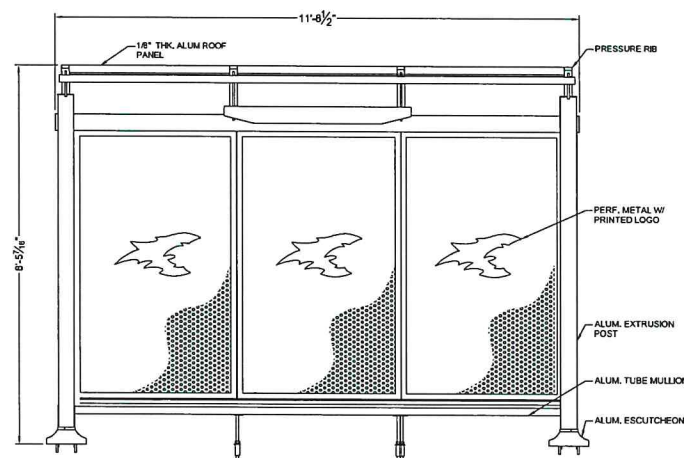
|                                                                                                                                                                                                              |            |          |       |
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| ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.                                                                                                                                            |            |          |       |
| CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.                                             |            |          |       |
| <div> <div>  TOLAR MANUFACTURING COMPANY, INC.<br/>258 Marsh Circle, Corona CA, 92879 </div> <div> 16' AD CUSTOM EMPIRE SHELTER<br/>COLUMBIA, SC </div> </div>                                               |            |          |       |
| REV                                                                                                                                                                                                          | DATE       | QTY      | REV   |
| D                                                                                                                                                                                                            | 10/11/2018 | 33274-00 | -     |
| SCALE                                                                                                                                                                                                        | NOTED      | DATE     | SCALE |



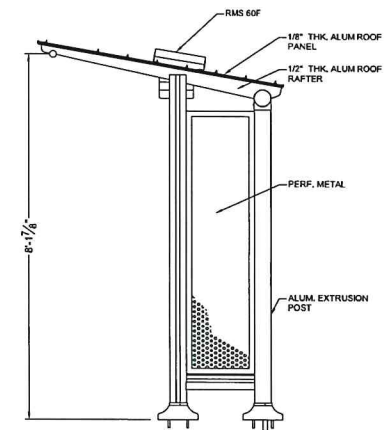
TOP VIEW



SIDE VIEW



FRONT VIEW



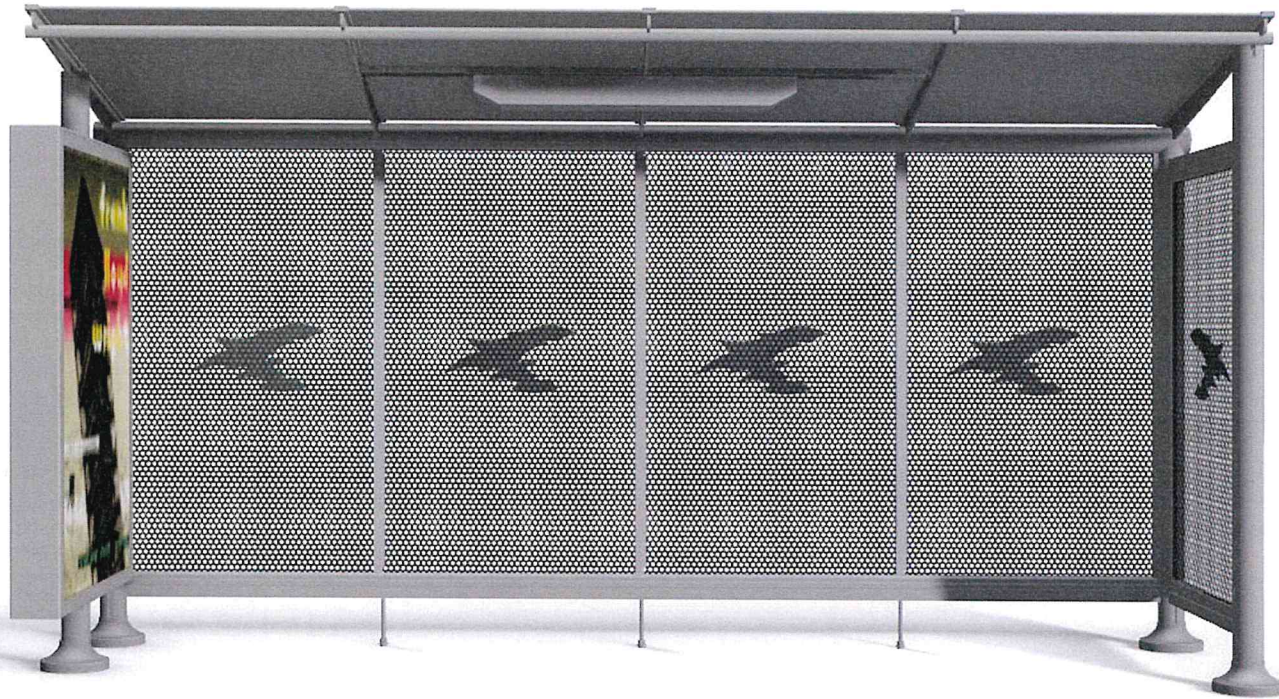
SIDE VIEW

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3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

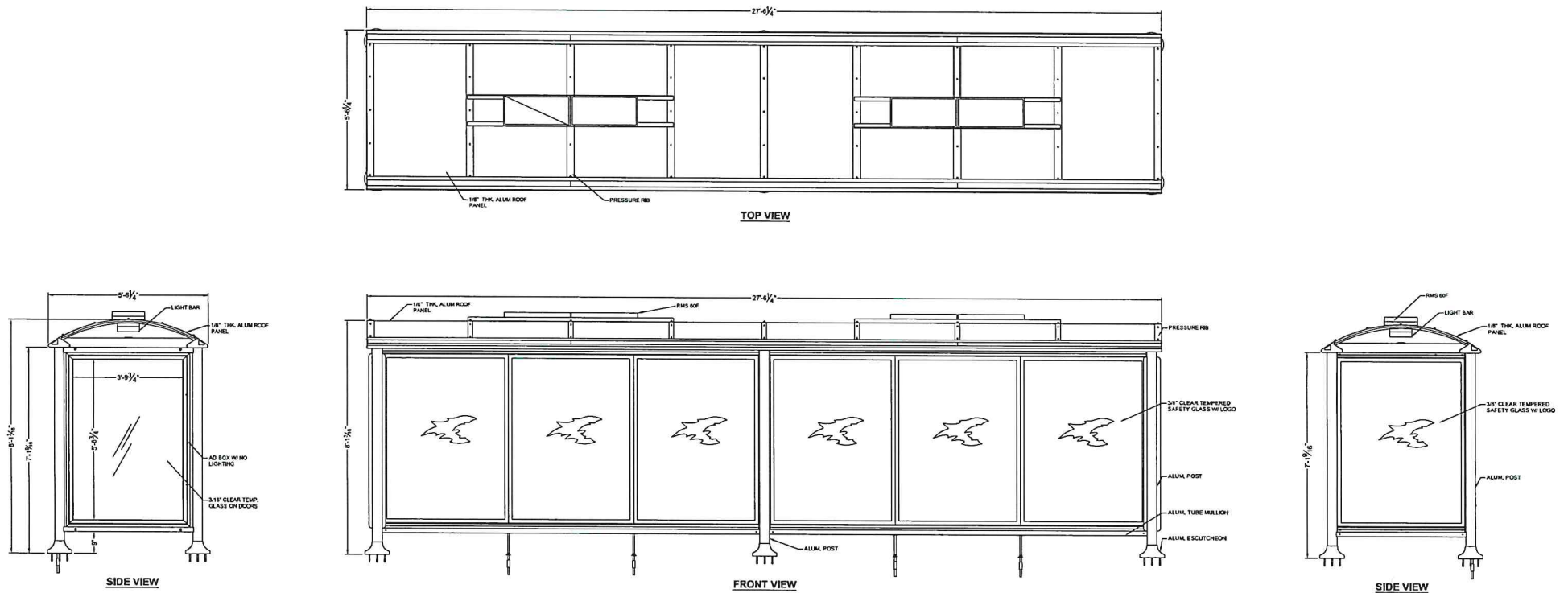
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |            |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----|
| THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESS WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK. |          |            |     |
| <div> <div>TOLAR</div> <div>TOLAR MANUFACTURING COMPANY, INC.<br/>258 Mariah Circle, Corona CA, 92879</div> </div>                                                                                                                                                                                                                                                                                                                              |          |            |     |
| <div> <div>PROJECT DATA</div> <div>12' NON AD CUSTOM EMPIRE SHELTER</div> <div>COLUMBIA, SC</div> </div>                                                                                                                                                                                                                                                                                                                                        |          |            |     |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                            | DRAWN BY | DATE       | REV |
| 10/11/2018                                                                                                                                                                                                                                                                                                                                                                                                                                      | randrade | 10/11/2018 | 1   |





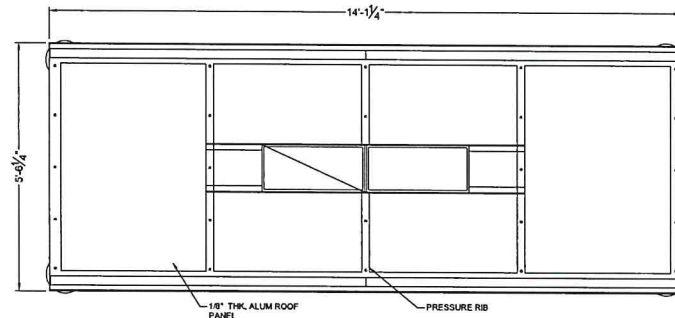




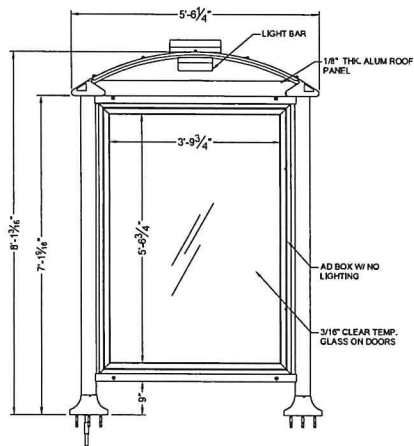
**GENERAL NOTES:**

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E1 CLASS E70S-A.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-40. ELECTRODES SHALL CONFORM TO AWS A5.6 CLASS ER404.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

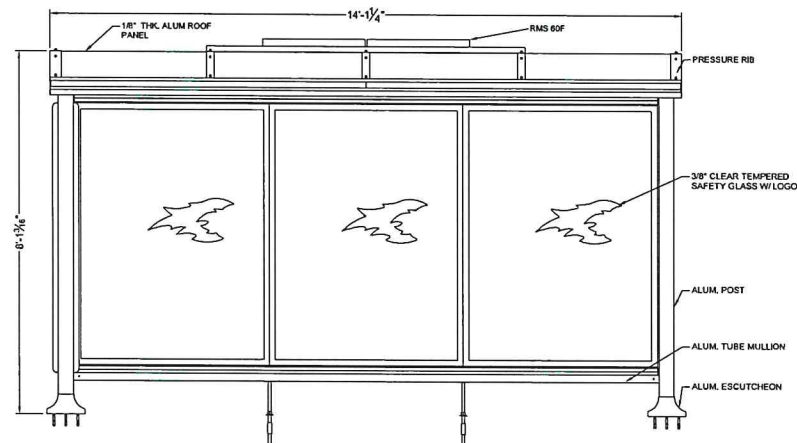
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------|--------|
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| TOLAR MANUFACTURING COMPANY, INC.<br>258 Marsh Circle, Corona CA, 92879                                                                                                                                                                                                                                                                                                         |              |                  |        |
| 28' AD CUSTOM EURO SHELTER                                                                                                                                                                                                                                                                                                                                                      |              |                  |        |
| COLUMBIA, SC                                                                                                                                                                                                                                                                                                                                                                    |              |                  |        |
| DATE: 10/11/2018                                                                                                                                                                                                                                                                                                                                                                | SCALE: NOTED | DRAWN BY: rambdr | REV: - |



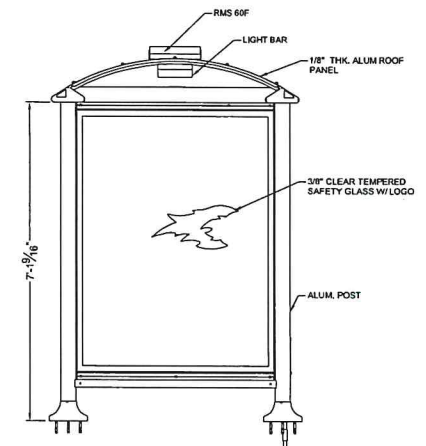
TOP VIEW



SIDE VIEW



FRONT VIEW

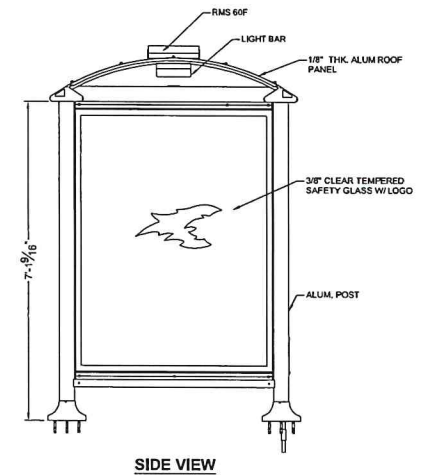
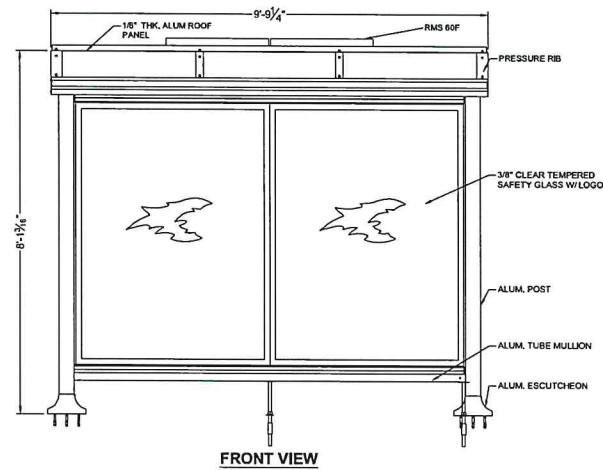
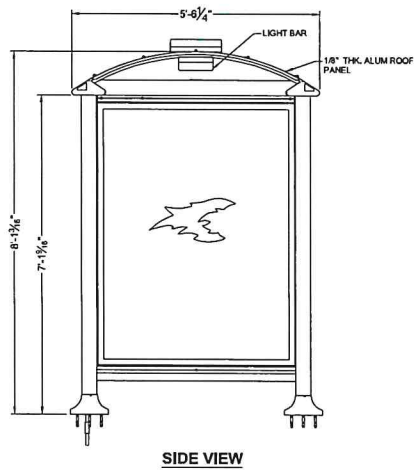
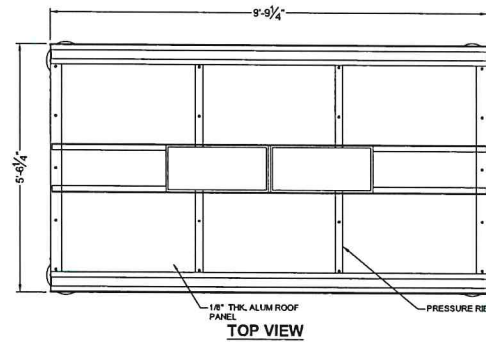


SIDE VIEW

## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10. ELECTRODES SHALL CONFORM TO AWS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 2-08. ELECTRODES SHALL CONFORM TO AWS/ISA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                                                                                  |            |          |          |                                                                      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------|----------------------------------------------------------------------|--|
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| HEAD CUSTOM EURO SHELTER                                                                                                                                                                                                                                                         |            |          |          | COLUMBIA, SC                                                         |  |
| DATE                                                                                                                                                                                                                                                                             | REV.       | CHG NO.  | KEY      |                                                                      |  |
| 10/11/2018                                                                                                                                                                                                                                                                       | 1          | 33277-00 | -        |                                                                      |  |
| NOTED                                                                                                                                                                                                                                                                            | 10/11/2018 | 33277-00 | randrade |                                                                      |  |

**GENERAL NOTES:**

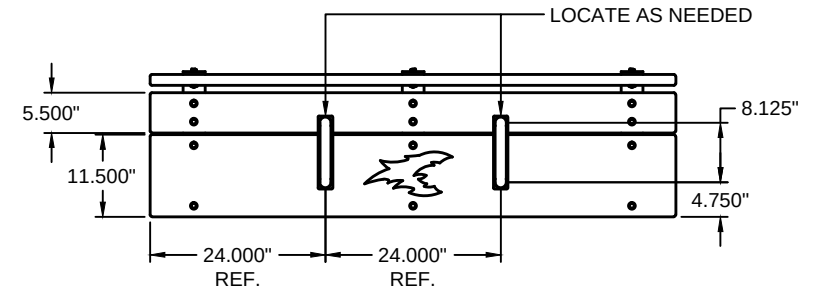
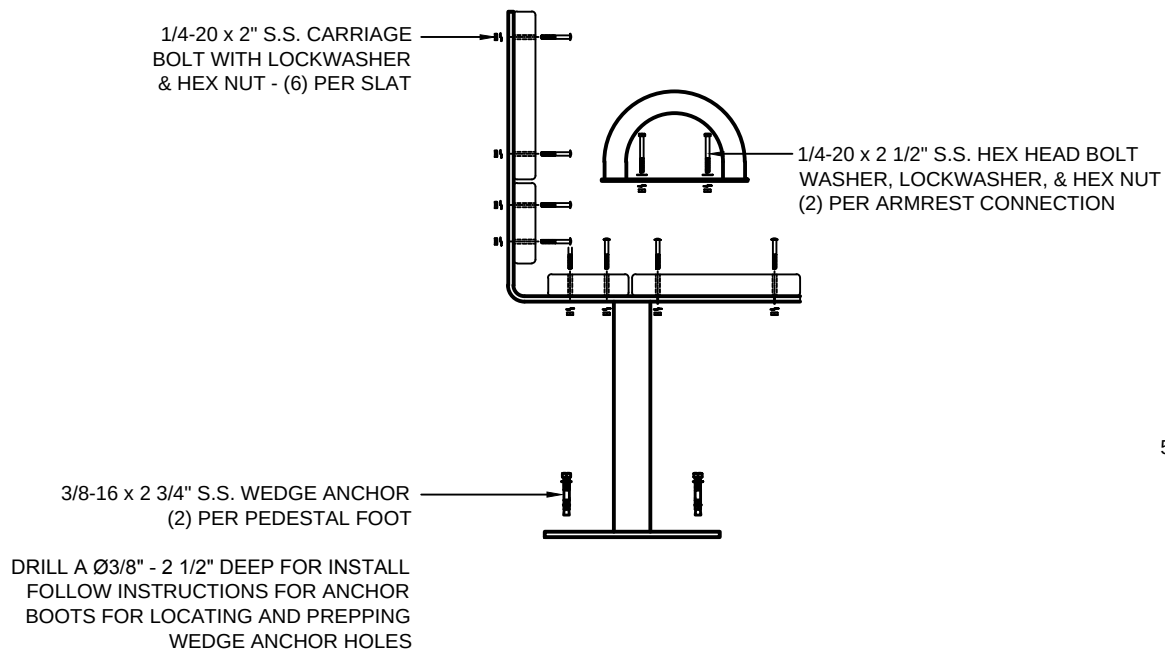
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
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3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS E1. CLASS E70S-C.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS/SPC 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.

|                                                                                                                                                                                                                                                                                  |       |      |            |                                                                        |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|------------------------------------------------------------------------|--------|
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| 10' NON AID CUSTOM EURO SHELTER                                                                                                                                                                                                                                                  |       |      |            |                                                                        |        |
| COLUMBIA, SC                                                                                                                                                                                                                                                                     |       |      |            |                                                                        |        |
| SIZE                                                                                                                                                                                                                                                                             | MATL. | QTY  | DATE       | REV                                                                    |        |
| D                                                                                                                                                                                                                                                                                |       |      | 10/11/2018 | 33279-00                                                               | -      |
| DATE                                                                                                                                                                                                                                                                             | NOTED | DATE | 10/11/2018 | DATE                                                                   | randra |

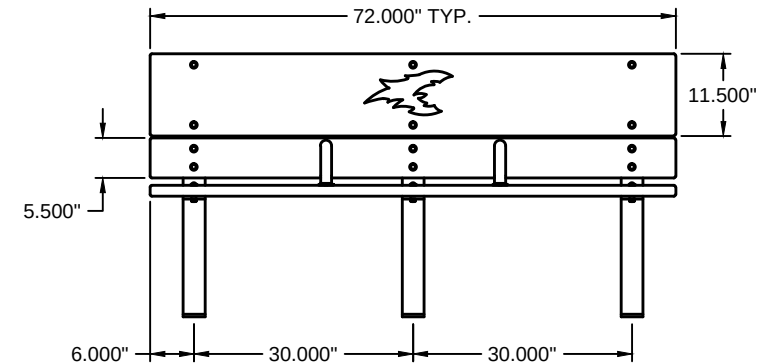








PLAN VIEW



FRONT ELEVATION

-- BENCH LAYOUT.

**BRASCO INTERNATIONAL, INC.**

32400 INDUSTRIAL DRIVE  
MADISON HEIGHTS, MICHIGAN 48071  
1-800-893-3665 WWW.BRASCO.COM

THIS DRAWING IS PROPRIETARY AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL.  
**LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

CUSTOMER: CENTRAL MIDLANDS TRANSIT

PROJECT: INSTALLATION INSTRUCTIONS

MODEL: LEAN RAIL INSTALL

ENGINEER: HAUS

DATE: 7-21-14

CHECKER: BDH

**Packet Pg. 191**

JOB # 3763

SHEET #: INSTALL-9

**ORDINANCE NO.: 2019-095**

*Authorizing the City Manager to execute a Lease and Management Agreement between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_, 2019 that the City Manager is authorized to execute the attached Lease and Management Agreement between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization, or on a form approved by the City Attorney, for the use and management of a dog park by Columbia Dog Park, a South Carolina Charitable Organization, on approximately 1.2 acres adjacent to the City Animal Services Facility at 127 Humane Lane for the annual sum of Nine Thousand Six Hundred and No/100 (\$9,600.00) Dollars.

(Funding source: 1015101-636600)

Requested by:

Assistant City Manager Simons

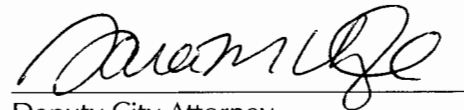
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

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

Introduced:

Final Reading:



# CITY OF COLUMBIA

This lease and management agreement is made by and between the City of Columbia ("City") and Columbia Dog Park, a South Carolina charitable organization, and is effective upon the date last signed by either party hereto.

WHEREAS, the City is the owner of 1.2 (+/-) acres of land, more or less, adjacent to the City Animal Services Facility, 127 Humane Lane ("Park.")

WHEREAS, Columbia Dog Park has expressed interest in maintaining the Park exclusively for dogs and their owners; and,

WHEREAS, the City is desirous of leasing the property to Columbia Dog Park for such purposes and retaining the services of Columbia Dog Park to manage said Park for the City,

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

1. The City hereby leases to Columbia Dog Park and Columbia Dog Park leases from the City the real property containing 1.2 acres of land, more or less, adjacent to the City Animal Services Facility, 127 Humane Lane, as is currently used for the benefit of dogs and their owners.
2. The term of the lease agreement is for three years from the date this lease agreement is signed, unless earlier terminated as provided for herein.
3. The City agrees to pay Columbia Dog Park Nine Thousand Six Hundred Dollars and zero cents (\$9,600.00) annually, in equal monthly installments, to manage the Park as set forth in this agreement and the agreed-upon rules for the Park attached under cover of this agreement. Columbia Dog Park will provide the City with a monthly accounting showing how these funds were spent within thirty (30) days from the end of the preceding month. The City shall have the right to demand an accounting and to audit Columbia Dog Park's books at any time, as the City may request.

4. Columbia Dog Park agrees to do the following:

- a. Provide registration for Columbia Dog Park members and maintain a register of members during the term of the lease agreement. The City shall have the right to inspect such records at any time as it may, from time to time, request. Columbia Dog Park will make records immediately available upon request. Upon termination of this lease agreement, Columbia Dog Park will provide the City with the records.
- b. Columbia Dog Park members will be allowed to use the Park at any time it may be open for an annual fee of \$50.00. All membership and nonmember fees collected by Columbia Dog Park will be used by Columbia Dog Park to operate and maintain the Park. Columbia Dog Park will provide the City with a monthly accounting showing the fees collected and how these funds were spent. The City shall have the right to demand an accounting and to audit Columbia Dog Park's books at any time, as the City may request.
- c. Submit proposed rules and regulations to the City's Director of Parks and Recreation for approval.
- d. Purchase and maintain during the term of this lease agreement a general liability policy of insurance in its name, with the City of Columbia named as an additional insured, in an amount not less than six hundred thousand (\$600,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate combined single limit for bodily injury, personal injury and property damage. The policy shall provide that the insurer will provide written notice to the City at least thirty (30) days prior to the cancellation, termination or modification of the City's coverage.
- e. Non-members and members of the general public will be allowed to use the Park on Sundays from 2pm-6pm (September 30<sup>th</sup> - April 30<sup>th</sup> ) and 5pm - 9pm (May 1<sup>st</sup> - August 31<sup>st</sup> ).
- f. Non-members must keep in their possession valid shot records of their dog prior to and during attendance at the Park.



- g. Non-members must sign a registration form in order to attend on designated Sundays.

5. The City agrees to maintain:

- a. The site for use as a dog park by maintaining the existing fencing, parking lot, to provide water and signage as the City deems appropriate in its sole discretion.
- b. Utilities to the site (Water and Electricity).

The Columbia Dog Park will monitor the behavior of its members and nonmembers and their dogs while in the park.

- 6. Columbia Dog Park and the City will jointly be responsible for additional maintenance of the Park. Maintenance by the City will be at such levels as the City deems appropriate in its sole discretion.
- 7. The use of the leased property is limited to use as a dog park. No other use of the property is allowed under the terms of this lease agreement.
- 8. This lease agreement is made subject to all state and local laws, regulations and ordinances. Columbia Dog Park shall be responsible for securing any and all permits and licenses necessary for the operation of the dog park.
- 9. This lease agreement will terminate as follows:
  - a. Upon thirty (30) days after mailing written notice to Columbia Dog Park by the City.
  - b. Automatically upon the expiration of the term.
  - c. In the event Columbia Dog Park violates one or more of the terms and conditions set forth herein and fails to cure such breach within ten (10) days after the mailing of written notice thereof.
  - d. Upon termination, the City shall cease monthly installment payments to the Columbia Dog Park beginning with the next month's installment.

10. This lease agreement may not be assigned or the property sublet without the written consent of the City.
11. In the event there are any disagreements between the City and Columbia Dog Park with regard to the requirements, specifications or interpretations of this lease agreement. Columbia Dog Park agrees to defer to the interpretations of the City, as from time to time may be made by the City. Ambiguities in the terms of the lease agreement, if any, shall not be constructed against the City.
12. Notices required under this lease agreement shall be hand-delivered or mailed, first class postage prepaid as follows:
- |                    |                        |
|--------------------|------------------------|
| City of Columbia   | Columbia Dog Park      |
| Attn: City Manager | Attn: Tina Heckman     |
| P.O. Box 147       | 9501 Commonwealth Blvd |
| Columbia, SC 29217 | Columbia, SC 29209     |
13. This lease agreement contains the entire understanding of the parties hereto. Any changes, modifications, deletions or additions to this lease agreement are valid only if in writing and signed by the parties hereto.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY OF COLUMBIA

By: City Manager

Date: \_\_\_\_\_

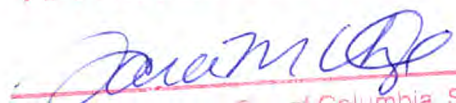
\_\_\_\_\_  
 \_\_\_\_\_

COLUMBIA DOG PARK

By: Dog Park Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
 Legal Department City of Columbia, SC

**ORDINANCE NO.: 2019-096**

*Authorizing the City Manager to execute an Eighth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_, 2019, that the City Manager is authorized to execute the attached Eighth Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

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

Introduced:

Final Reading:

# **EIGHTH AMENDMENT OF HUNTING LEASE**

THIS EIGHTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

## **WITNESSETH:**

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and LESSOR and LESSEE entered into that certain Seventh Amendment of Hunting Lease effective as of May 20, 2018; and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

### **Section Two, "Term", shall be amended to the following:**

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2020, and expiring on March 31, 2022.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Eighth Amendment effective as of the day and year of the last signature hereinbelow.

Witnesses:

CITY OF COLUMBIA

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

Teresa B. Wilson

Its: City Manager

Date: \_\_\_\_\_

OLD BOY PROPERTIES, LLC

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

B. Deas Manning

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

  
Legal Department City of Columbia, SC

## ORDINANCE NO.: 2019-098

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article VII Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors, Sec. 2-352 Definitions, Employer*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article VII Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors, Sec. 2-352 Definitions, Employer, is amended to read as follows:

**Sec. 2-352. Definitions.**

Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meaning such as the context implies.

*Adverse action* means to refuse to hire, to not promote, to discharge a person, or to revoke an applicant's conditional offer of employment.

*Applicant* means any person considered for, or who requests to be considered for, employment or any employee considered for, or who requests to be considered for, another employment position, by the employer.

*Awarding authority* means any department, agency, or office of the City that authorizes a vendor to provide requested goods and/or perform services.

*City* means the city, department, agency, or office thereof.

*Employer* means the City, ~~private employers and government contractors; and any person regularly employing five or more persons; any person acting as an agent of an employer, directly or indirectly; or any person undertaking for compensation to procure employees or opportunities for employment of Columbia as a municipal corporation.~~

*Employment* means any occupation, vocation, job, or work for pay, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training with or without pay.

*To inquire* means to ask a job applicant in writing or otherwise.

*Vendor* means any vendor, contractor, or supplier of goods or services to the City.

*Wages* means all earnings of an employee, regardless of whether determined on time, task, piece, commission or other method of calculation and including fringe benefits, wage supplements, or other compensation whether payable by the employer from employer funds or from amounts withheld from employee's pay by the employer.

This ordinance shall be effective upon final reading.

Requested by:

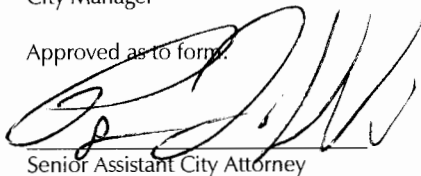
Mayor Benjamin \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:



\_\_\_\_\_  
Senior Assistant City Attorney

ATTEST:

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

Introduced:

Final Reading:



**ORDINANCE NO.: 2019-099**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) Nuisances affecting public health*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) (9), is amended to read as follows

**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 or 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 division.

*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.

*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 Division 5 of Chapter 8 of Article IV of the Code of Ordinances of the City of Columbia, 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 City of Columbia Code of Ordinances;

(5) Any violations of Chapter 4 of the City of Columbia Ordinances 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 City of Columbia Ordinances, 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, ~~transfer~~, distribution or sale of one or more ghost guns.

The rest and remainder of this section shall remain unchanged.

Requested by:

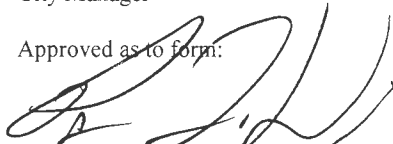
Mayor Benjamin

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:



\_\_\_\_\_  
Senior Assistant City Attorney

ATTEST:

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

Introduced:

Final Reading:

**RESOLUTION NO.: R-2019-100**

*Authorizing consumption of beer and wine only at the Sola Station and Canal Side Sign Lighting Party at Canalside on Thursday, December 5, 2019 with a rain contingency date of Friday, December 6, 2019*

WHEREAS, the Sola Station ("Sponsor") is sponsoring the "Sign Lighting Party at Sola Station and Canal Side" at The Esplanade at Canalside from 6:00 p.m. until 9:00 p.m. on Thursday, December 5, 2019, with a rain contingency of Friday, December 6, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of a portion of the 600 block of Canalside Street adjacent to the esplanade, the sidewalk area along the esplanade between Taylor Street and Canalside Street and the 300 and 400 blocks of Taylor Street between Canalside Street and Williams Street, from 5:30 p.m. until 9:30 p.m. for set up, clean up, and staging of the event to be held from 6:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 6:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2019, that the sale of beer and wine only is authorized between the hours of 6:00 p.m. and 8:30 p.m. on Thursday, December 5, 2019, with a rain contingency of Friday, December 6, 2019, in a portion of the 600 block of Canalside Street adjacent to the esplanade, the sidewalk area along the esplanade between Taylor Street and Canalside Street and the 300 and 400 blocks of Taylor Street between Canalside Street and Williams Street,

BE IT FURTHER RESOLVED that pets shall be allowed provided they are leashed and under the owners' control at all times. Patrons are prohibited from bringing alcoholic beverages, glass bottles and breakable glasses and/or cups, grills and radios, boom boxes and other musical devices, backpacks and large bags; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time a portion of the 600 block of Canalside Street adjacent to the esplanade, the sidewalk area along the esplanade between Taylor Street and Canalside Street and the 300 and 400 blocks of Taylor Street between Canalside Street and Williams Street, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, a portion of the 600 block of Canalside Street adjacent to the esplanade, the sidewalk area along the esplanade between Taylor Street and Canalside Street and the 300 and 400 blocks of Taylor Street between Canalside Street and Williams Street, is deemed to be the site of a public festival at which beer and wine may be consumed and the prohibition against possession or consumption of alcoholic beverages as set forth in Sec. 14-99 shall not apply.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, December 5, 2019 that a portion of the 600 block of Canalside Street adjacent to the esplanade, the sidewalk area along the esplanade between Taylor Street and Canalside Street and the 300 and 400 blocks of Taylor Street between Canalside Street and Williams Street shall be closed on Friday, December 6, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above

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, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

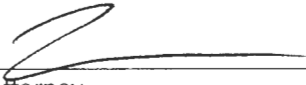
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

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

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

Introduced:

Final Reading:





# Sola Station Sign Lighting Event



Both Sides of the Street

### Legend

 Sola Station Sign Lighting

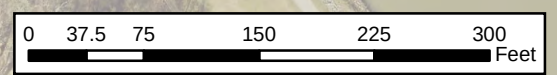
 Perimeter Clean-up Boundary

#### Roadway Ownership

 City of Columbia

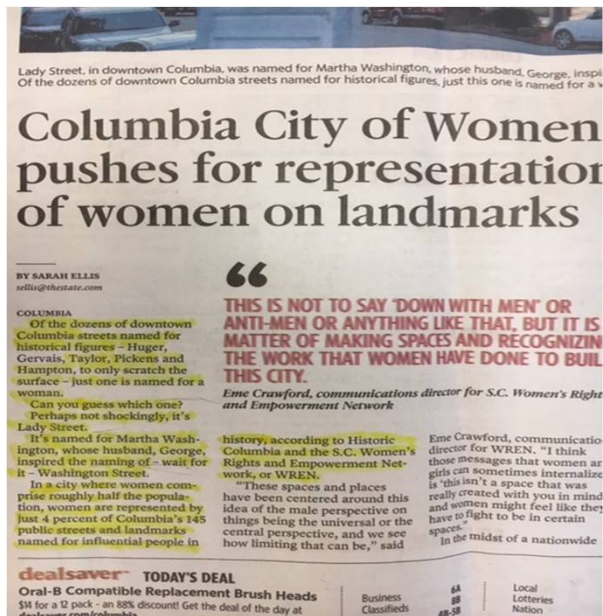
 State

 Private





# Lack of Representation for Women in Columbia Street Names and Other Landmarks



Maya Samsonov Segal

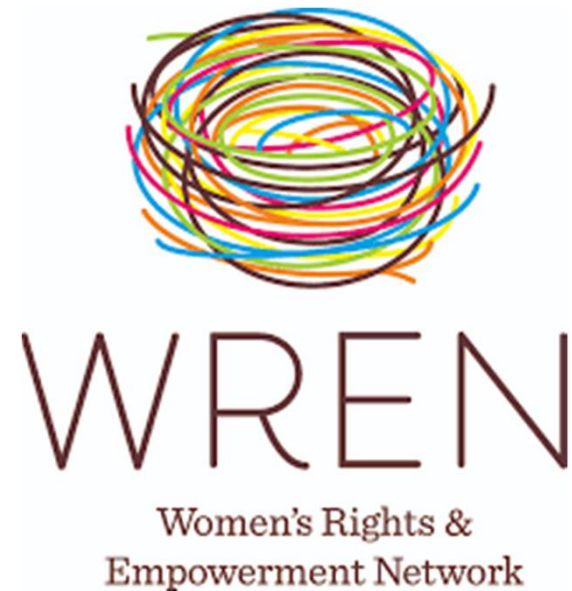
Raleigh Greene

Tiffany Irizarry

Kiersten Wright

In a city where women make up roughly half the population, women are represented by just 4 percent of Columbia's 145 public streets and landmarks named for influential people in history.

*-WREN website*



## Dr. Matilda Arabelle Evans



## Nikki Haley



## Marian Wright Edelman



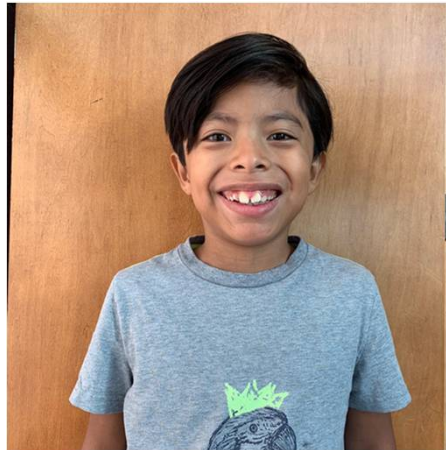
## Mary McLeod Bethune







Why is this important to us?





**ORDINANCE NO.: 2019-097**

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park  
(B-6 Benet Horger LLC, portions of Richland County TMS #R09113-16-03  
and TMS R11501-02-01)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, the project to be undertaken by B-6 Benet Horger LLC, a South Carolina Limited Liability Company (the "Developer"), is a portion of a mixed-use commercial real estate development, including fair market rate housing, but which will not include student housing or private dormitories, on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$45,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this \_\_ day of December, 2019 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the approved tax credit will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

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

Introduced:

Final Reading:

**ORDINANCE NO.: 2019-097**  
**EXHIBIT A**  
**PROPERTY DESCRIPTION**

ALL that certain piece, parcel or lot of land, including air rights, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and within the following two parcels, to-wit:

Parcel C-6 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated September 4, 2018 and recorded September 27, 2018 in the Office of the Register of Deeds for Richland County in Book 2338, at page 2806. Said property containing 1.62 Acres, and being described as follows: Commencing at a #5 rebar found in the southern quadrant of the Boyce Street and Freed Street intersection; said #5 rebar found is the Point of Beginning; thence running in a southeasterly direction S19007'17"E along the Boyce Street westerly right-of-way for a distance of 302.96 feet to a #5 rebar set on said right-of-way; thence turning and running in a southwesterly direction S700 52'43"W along Parcel C-7 belonging to Tellus Delaware, LLC for a distance of 262.78 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19007 '17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 43.35 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70056'58"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 34.79 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19003 '02" W through the Williams Building and along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 259.92 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70056'45"E along Parcel A-4 belonging to Tellus Delaware, LLC for a distance of 227 .67 feet to a #5 rebar found on the Boyce Street right-of-way in the southern quadrant of the Boyce Street and Freed Street intersection; said point being the Point of Beginning.

TMS No.: R09113-16-03 (portion of)

Parcel C-7 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated November 15, 2017 and recorded December 20, 2017 in the Office of the Register of Deeds for Richland County in Book 2268, at page 2778. Said property containing 3.05 Acres, and being described as follows: Commencing at a #5 rebar found at the southwesterly end of the right-of-way of Saunders Street at its corner with property belonging to South Carolina Department of Mental Health and proceeding N19o03'15"W 72.00 feet to the Point of Beginning; thence running in a southwesterly direction S70o52'43"W along property belonging to South Carolina Department of Mental Health for a distance of 268.84 feet to a #5 rebar set; thence turning and running northwesterly direction N19o07'17"W along property now or formerly belonging to South Carolina Department of Mental Health for a distance of 465.62 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70o52'43"E along Parcel C-6 belonging to BullStreet Retail, LLC for a distance of 262.78 feet to a #5 rebar set; thence turning and running in a southeasterly direction S19o07'17"E along the westerly right-of-way of Boyce Street for a distance of 15.85 feet to a #5 rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S49o03'15"E for a distance of 49.17 feet to a #5 rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S19o03'15"E for a distance of 407.20 feet to a #5 rebar found on the Boyce Street right-of-way in the western quadrant of the Boyce Street and Saunders Street intersection; said point being the Point of Beginning.

Further described as Lots 2, 4 (including references to divisions A-G), and Bridge as shown on a Summary Plat of seven (7) pages, entitled Bull Street Subdivision prepared for BullStreet Retail, LLC, by Site Design, Inc. and dated November 1, 2019.

TMS No.: R11501-02-01 (portion of)

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**AMENDED AND RESTATED MASTER AGREEMENT  
GOVERNING THE  
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**DATED AS OF SEPTEMBER 1, 2018**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
COLUMBIA, SOUTH CAROLINA  
803-253-8917**

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## INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES. THE OWNERS OR LESSEES OF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK ARE OBLIGATED INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO MAKE PAY AN AMOUNT EQUIVALENT TO THE TAXES OR OTHER IN-LIEU-OF PAYMENT THAT WOULD HAVE BEEN DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK EXCEPT FOR THE EXEMPTION PROVIDED BY THE STATE CONSTITUTION.

THE PAYMENTS DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK MAY BE LOWER THAN THE OTHERWISE PAYABLE *AD VALOREM* TAX IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE IN-LIEU-OF TAXES ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY OR IS THE BENEFICIARY OF A SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDIT. THEREFORE, WHEN PREPARING THE ANNUAL BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE ENSURE THAT ALL APPLICABLE INCENTIVES HAVE BEEN APPLIED AND CORRECTLY CALCULATED, INCLUDING THE USE OF A REDUCED ASSESSMENT RATIO AND ALTERNATE MILLAGE RATES.

ONCE A BILL HAS BEEN PAID BY AN OWNER OR LESSEE OF REAL OR PERSONAL PROPERTY LOCATED IN THE PARK, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE PAYMENTS ARE TO BE DISTRIBUTED BETWEEN RICHLAND AND FAIRFIELD COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES WITHIN EACH COUNTY. THE COUNTIES ARE PERMITTED BY LAW TO DISTRIBUTE THE PAYMENTS AMONG THE TAXING ENTITIES IN A MANNER AND PROPORTION DIFFERENT THAN THE *AD VALOREM* TAX REVENUES WOULD HAVE BEEN DISTRIBUTED IF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK WERE TAXABLE.

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**THIS AMENDED AND RESTATED MASTER AGREEMENT**, (“*Agreement*”) effective as of the 1<sup>st</sup> day of September 2018 (“*Effective Date*”) by and between Richland County, a political subdivision of the State of South Carolina (“*Richland*”); and Fairfield County, a political subdivision of the State of South Carolina (“*Fairfield*,” together with Richland, “*Counties*,” each, a “*County*”), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Act*”).

#### RECITALS:

**WHEREAS**, in accordance with the authority granted to the Counties by the Act and in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the “*Park*”) and entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (“*Prior Agreement*”) which governed the operation of the Park; and

**WHEREAS**, the Counties desire to restate and amend the Prior Agreement in whole by entering into this Agreement; and

**WHEREAS**, the Counties further desire for this Agreement to govern the operation of the Park as of the Effective Date.

**NOW, THEREFORE**, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

#### ARTICLE I PARK BOUNDARIES

**Section 1.01. *Park Boundaries.*** The Park consists of two phases. Phase I consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. Phase II consists of the real property identified in Exhibit B and all personal property located on such real property or otherwise identified on Exhibit B.

#### **Section 1.02. *Modification of Park Boundaries.***

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“*Host County*”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. The Agreement is automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“*Companion County*”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the park, a description or identification of the property included in the Park, and a designation of the phase in which the Host County has located the additional property.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. The Agreement is automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(c) The Counties may relocate property included in the Park from one phase to the other phase from time to time. To move property from one phase to the other phase, the Host County shall adopt a resolution or ordinance authorizing the relocation of the property. The Agreement is automatically amended to reflect the relocation of property from one phase to the other without further action by the governing bodies of either County on delivery of written notice to the Companion County of the relocation of property from one phase to the other phase. The written notice shall include a copy of the resolution or ordinance authorizing the relocation of the property and a description or identification of the property relocated from one phase to the other.

(d) Each County shall annually update Exhibit A and Exhibit B to reflect the inclusion, removal from or relocation of any property in the Park for which the County is the Host County and deliver the updates to the Exhibits to the Companion County in accordance with Section 3.04 of this Agreement. The initial Exhibit A and Exhibit B attached to this Agreement reflect the property located in the Park as of Effective Date.

## ARTICLE II TAX STATUS; PAYMENTS IN-LIEU-OF TAXES

**Section 2.01. *Constitutional Exemption from Taxation.*** The Counties acknowledge that under the provisions of the Act, all real and personal property located in the Park is exempt from all *ad valorem* taxation.

### **Section 2.02. *Payment in-Lieu-of Taxes.***

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park ("**PILOT**").

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), "**Negotiated PILOT**"). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT governs the calculation of the annual PILOT due with respect to the property located in the Park.

## ARTICLE III SHARING OF EXPENSES AND REVENUES OF THE PARK

**Section 3.01. *Expense Sharing.*** The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

### **Section 3.02. Revenue Sharing Between Richland and Fairfield.**

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park ("**Revenues**").

(b) With respect to Phase I of the Park: (i) for Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit 5% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 5% of such Revenues remaining to Fairfield as the Companion County.

(c) With respect to Phase II of the Park: (i) for Revenues received from property for which Fairfield, the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall 1% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 1% of such Revenues remaining to Fairfield as the Companion County.

### **Section 3.03. Distribution of Revenues Within Each County.**

(a) For Revenues received as the Companion County pursuant to Sections 3.02(a) and (b) above ("**Companion County Revenues**"), Fairfield elects to retain all of the Companion County Revenues and Richland elects to deposit all of the Companion County Revenues in the "Richland County Industrial Park Fund" ("**Fund**").

(b) For the Revenues received as Host County and remaining after distribution to the Companion County pursuant to Section 3.02(a) and (b) above ("**Residual Host Revenues**"), Fairfield elects to retain the Residual Host Revenues and Richland elects to distribute the Residual Host Revenues as follows:

- (i) for Residual Host Revenues received from real and personal property located in the Pineview Industrial Park, as designated on Schedule I to this Agreement ("**Pineview Property**");

**FIRST** 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

**SECOND** 10% of the Residual Host Revenues shall be remitted to the City of Columbia ("**City**") as payment for providing water and sewer services to the Pineview Property in accordance with the terms of the Intergovernmental Agreement dated as of May 26, 2015, between the City and Richland; and

**THIRD** the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according to millage, to the taxing entities, including Richland, that would otherwise, at the time the Pineview Property was included in the Park, be eligible to levy millage on the Pineview Property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro-rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) for all other Residual Host Revenues:

**FIRST** 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

**SECOND** the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according to millage, to the taxing entities, including Richland, that would otherwise, at the time the property was included in the Park, be eligible to levy millage on the property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) Either County may unilaterally amend the distribution scheme applicable to its Residual Host Revenues by adopting a resolution or ordinance authorizing the amendment. The Agreement is automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, commencing July 15, 2018, each County shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to the Exhibits described in Section 1.02(d).

#### ARTICLE IV MISCELLANEOUS

**Section 4.01. Jobs Tax Credit Enhancement.** Business enterprises locating in the Park are entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be identical to the percentage of Revenues and Residual Host Revenues received by each County and taxing entity in the preceding fiscal year.

**Section 4.03. Records.** Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills and Revenues for the property located in the Park for which it is the Host County as such records became available in the normal course of the Host County's procedures.

**Section 4.04. Applicable Law.** In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such



County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

**Section 4.05. *Consent by the City and Other Municipalities.*** In accordance with the Act, the City, by City Ordinance No. 2018-066, has consented to the location of the property within the City's geographical boundaries in the Park as described on the Exhibits as of the Effective Date. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of a municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

**Section 4.06. *Law Enforcement.*** The Sheriff's Department for the Host County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in the Host County and fire, sewer, water and EMS service for the property comprising the Park for which such County is the Host County will be provided by the applicable service district or other political unit within the Host County.

**Section 4.07. *Binding Effect of Agreement.*** This Agreement serves as a written instrument, which is binding upon the signatory parties.

**Section 4.08. *Severability.*** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**Section 4.09. *Complete Agreement: Amendment.*** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03(c) above, this Agreement may be amended on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

**Section 4.10. *Counterpart Execution.*** This Agreement may be executed in multiple counterparts.

**Section 4.11. *Termination.*** Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

By:

Jane Dickerson  
Council Chair

Attest:

[Signature]  
Clerk to County Council

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By:

\_\_\_\_\_  
Council Chair

Attest:

\_\_\_\_\_  
Clerk to County Council

Signature Page to Amended and Restated Master Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

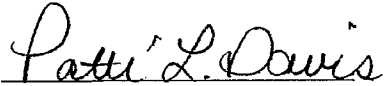
**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk to County Council

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By:   
Council Chair

Attest:   
Clerk to County Council

Signature Page to Amended and Restated Master Agreement

**SCHEDULE I****PINEVIEW PROPERTY**

The Pineview Property is comprised of the property located in Richland County, South Carolina represented by the following tax map numbers:

**16100-02-02**  
**16100-02-04**  
**16100-02-16**  
**16100-02-20**  
**16100-03-05**  
**16100-03-17**  
**16200-03-01**  
**16200-03-20**  
**16209-01-01**

**EXHIBIT A**  
**PHASE I - RICHLAND COUNTY**  
**95/5 PROPERTIES**

| COMPANY NAME                                                                                                                                                                                                    | TAX MAP NUMBER                                        | COUNTY   | SID                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2T Properties, LLC <b>(Real)</b>                                                                                                                                                                                |                                                       |          | 2671929-000-A01 <b>(R/P)</b>                                                                                                                                                         |
| Thermal Technologies, Inc. <b>(Personal)</b>                                                                                                                                                                    | 14900-01-20                                           | Richland | 2278106-001-A01 <b>(P)</b>                                                                                                                                                           |
| 5 Tech LLC <b>(Real)</b>                                                                                                                                                                                        |                                                       |          | 2440836-000-A01 <b>(R)</b>                                                                                                                                                           |
| Colite Internal Enterprise LLC <b>(Personal)</b>                                                                                                                                                                | 17200-02-15                                           | Richland | 1771844-002-A01 <b>(P)</b>                                                                                                                                                           |
| AEB Business Properties, LLC <b>(Real)</b>                                                                                                                                                                      |                                                       |          | 2403449-000-A01 <b>(R)</b>                                                                                                                                                           |
| Buck Enterprises LLC <b>(Personal)</b>                                                                                                                                                                          | 14900-01-34                                           | Richland | 1935739-001-A01 <b>(P)</b>                                                                                                                                                           |
| ADF South Carolina <b>(Real)</b><br>(SMI Owen)                                                                                                                                                                  |                                                       |          | 2125172-000-A01 <b>(R/P)</b><br>2125172-000-S01 <b>(R/P)</b>                                                                                                                         |
| Praxair Inc <b>(Personal)</b>                                                                                                                                                                                   | 13605-01-01; 13606-01-05                              | Richland | 1639103-222-A01 <b>(P)</b>                                                                                                                                                           |
| Amcor Rigid Plastics <b>(Real)</b><br>Exeter 1080 Jenkins Bros.<br>Exeter Property Group, L.P.<br>PCO Carolina Pines <b>(Real)</b><br>Bauch & Lomb Inc <b>(Personal)</b><br>Coca Cola Company <b>(Personal)</b> | 17600-02-38; 17600-01-21                              | Richland | 1940298-001-A01 <b>(P)</b><br>1940298-001-S01 <b>(R/P)</b><br>1940298-001-S02 <b>(P)</b><br>2141809-000-S01 <b>(R/P)</b><br>1269198-002-A01 <b>(P)</b><br>1465079-003-A01 <b>(P)</b> |
| Arum Composites, LLC                                                                                                                                                                                            | 15000-02-27                                           | Richland |                                                                                                                                                                                      |
| Avantech, Inc. (Tenant) <b>(Personal)</b><br>2050 American Italian Way, LLC<br>(Landlord)<br>(Real Property Only)                                                                                               | 19000-05-06                                           | Richland | 08626284 <b>(P)</b>                                                                                                                                                                  |
| Belk, Inc. <b>(Real/Personal)</b><br>CK Columbia #1 (2000) <b>(Real)</b>                                                                                                                                        | 17600-01-22                                           | Richland | 1976366-043-D01 <b>(P)</b><br>1976366-043-T01 <b>(RP)</b><br>2147878-000-T01 <b>(R)</b>                                                                                              |
| Blue Cross/Blue Shield (1999)                                                                                                                                                                                   | 14400-02-06; 14400-02-08;<br>25600-04-12              | Richland | 1274856-003-T01 <b>(P)</b><br>1274856-005-T01 <b>(R/P)</b><br>9999990-001-999900 <b>(R/P)</b>                                                                                        |
| Bose Corporation (1994 & 1996)                                                                                                                                                                                  | 17500-02-17                                           | Richland | 1276566-001-A02 <b>(P)</b><br>1276566-001-S01 <b>(R/P)</b>                                                                                                                           |
| Broad River Silagi LLC<br>Broad River Commons<br>(formerly APAC)                                                                                                                                                | 07403-04-07                                           | Richland |                                                                                                                                                                                      |
| Carolina Ceramics (1999)                                                                                                                                                                                        | 22804-05-06                                           | Richland | 2083052-000-A01 <b>(P)</b><br>2083052-000-S01 <b>(R)</b>                                                                                                                             |
| Century Realty LLC<br>(formerly PMSC/Mynd)                                                                                                                                                                      | 14900-02-01                                           | Richland |                                                                                                                                                                                      |
| Coca-Cola Bottling Co.                                                                                                                                                                                          | 14900-01-18; 14900-01-28                              | Richland |                                                                                                                                                                                      |
| Cohn and Cohn Investment LLC<br>(formerly SMI-Owen)                                                                                                                                                             | 13511-03-04                                           | Richland |                                                                                                                                                                                      |
| Con Agra<br>(formerly American Italian Pasta Company)                                                                                                                                                           | 19000-05-03, 19000-05-04,<br>19000-05-09, 19000-05-10 | Richland | 1853693-000-S01 <b>(R/P)</b><br>1853693-000-S02 <b>(R/P)</b><br>1853693-000-A01 <b>(P)</b>                                                                                           |
| Consolidated Systems, Inc. (STAGE II)<br><b>(Personal)</b>                                                                                                                                                      |                                                       |          | 1302294-000-A01 <b>(P)</b><br>1302294-000-A02 <b>(P)</b>                                                                                                                             |
| Consys SC QRS 16 66 Inc <b>(Real)</b>                                                                                                                                                                           | 11100-01-01; 11100-01-03                              | Richland | 2325625-000-A01 <b>(R)</b>                                                                                                                                                           |
| Constantia Hueck Foils, Inc.                                                                                                                                                                                    | 14900-01-26                                           | Richland | 1897025-000-A01 <b>(R/P)</b>                                                                                                                                                         |
| Corcoran Cola LLC<br>Corcoran Corp.<br>(formerly IKON/Computer Group)                                                                                                                                           | 17200-02-21                                           | Richland |                                                                                                                                                                                      |
| ET Columbia ENG LLC                                                                                                                                                                                             | 14500-03-11                                           | Richland |                                                                                                                                                                                      |
| FDRL, LLC <b>(Real)</b>                                                                                                                                                                                         | 13511-03-05 <b>(R)</b>                                | Richland |                                                                                                                                                                                      |



|                                                                                                                         |                                          |          |                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (formerly SMI-Owen)<br>Rhythmlink International LLC <b>(Personal)</b>                                                   |                                          |          | 54070806 <b>(P)</b>                                                                                                                                                                      |
| Forum Development LLC<br>(formerly SMI-Owen)                                                                            | 13511-03-02                              | Richland |                                                                                                                                                                                          |
| Hengshi USA                                                                                                             | 16305-02-07                              | Richland |                                                                                                                                                                                          |
| Intertape Polymer Corp.<br><b>(formerly: 1091 Carolina Pines property)</b>                                              | 17600-01-17                              | Richland | 2107875-000-S01 <b>(R)</b>                                                                                                                                                               |
| KEMIRA<br>FinnChem USA Inc.                                                                                             | 40900-01-07, 40900-01-08                 | Richland | 1532233-000-A01 <b>(P)</b><br>1532233-000-S01 <b>(R)</b>                                                                                                                                 |
| Koyo Corporation of USA (1994)<br>(JTEKT)                                                                               | 14900-01-16                              | Richland | 1375353-001-A01 <b>(R/P)</b><br>1375353-001-A02 <b>(P)</b>                                                                                                                               |
| Mars Petcare US, Inc.<br>CLF Columbia LLC                                                                               | 16200-06-01, 19000-05-07                 | Richland | 2230875-000-A01 <b>(R)</b><br>2230875-000-A02 <b>(P)</b><br>2230875-000-S01 <b>(R/P)</b>                                                                                                 |
| NAAR Family Partnership<br><b>(formerly: Carribbits Incorporated)</b>                                                   | 25800-07-06                              | Richland |                                                                                                                                                                                          |
| Navistar/ Pure Power Technologies LLC                                                                                   | 14900-01-29; 14900-01-30;<br>14500-03-06 | Richland | 1404871-001-A01 <b>(R/P)</b><br>1404871-002-A01 <b>(R/P)</b>                                                                                                                             |
| North Columbia Ventures, LLC                                                                                            | 14900-01-19                              | Richland |                                                                                                                                                                                          |
| Empire Golf Management LLC<br><b>(formerly: Northwoods Group, Inc)</b>                                                  | 14500-02-20; 14500-03-05                 | Richland |                                                                                                                                                                                          |
| Patterson, Vance M. <b>(Real)</b><br>Patterson Fan Company Inc <b>(Personal)</b>                                        | 14900-01-22                              | Richland | 2088102-000-A01 <b>(R)</b><br>1664367-001-A01 <b>(P)</b>                                                                                                                                 |
| Premium Site Properties, LLC                                                                                            | 14500-03-10, 14400-02-03                 | Richland |                                                                                                                                                                                          |
| Richland County                                                                                                         | 14900-01-02                              | Richland | <b>NON-TAXABLE</b>                                                                                                                                                                       |
| Primary Health Care Association                                                                                         | 17200-02-19                              | Richland | <b>NON-TAXABLE</b>                                                                                                                                                                       |
| Pure Fishing Inc.                                                                                                       | 17200-02-23                              | Richland | 2455767-000-D01 <b>(R/P)</b>                                                                                                                                                             |
| SCRA<br>(formerly: Indus Utility Systems Inc.)                                                                          | 17200-02-11; 17200-02-27                 | Richland |                                                                                                                                                                                          |
| Select Comfort (1997) <b>(Personal)</b><br>Blind John LLC <b>(Real)</b>                                                 | 04000-05-18                              | Richland | 1939493-000-A01 <b>(P)</b><br>2168345-000-A01 <b>(R)</b>                                                                                                                                 |
| Sjolund Properties, LLC <b>(Real)</b><br>Sjolund CNC LLC <b>(Personal)</b><br>Sjolund Enterprises Inc <b>(Personal)</b> | 14900-01-21                              | Richland | 2484136-000-A01 <b>(R)</b><br>2526609-001-A01 <b>(P)</b><br>2127913-000-A01                                                                                                              |
| South Carolina School Boards                                                                                            | 14500-03-09                              | Richland | <b>NON-TAXABLE</b>                                                                                                                                                                       |
| Spartan SC LLC<br>(formerly SMI-Owen)                                                                                   | 13511-03-03                              | Richland |                                                                                                                                                                                          |
| Spirax Sarco Inc.                                                                                                       | 14900-01-27, 14900-01-32                 | Richland | 1973218-001-A01 <b>(P)</b><br>1973218-001-S01 <b>(R/P)</b><br>1973218-001-S02 <b>(R/P)</b>                                                                                               |
| State Media                                                                                                             | 11209-02-12                              | Richland | 1300603-003-A01 <b>(R/P)</b>                                                                                                                                                             |
| Store Capital Acquisitions LLC                                                                                          | 17200-02-18                              | Richland |                                                                                                                                                                                          |
| T&N Enterprise<br>(formerly Modine Manufacturing)                                                                       | 14900-01-23                              | Richland |                                                                                                                                                                                          |
| TRC Propco & Ritedose Corp.                                                                                             | 17200-02-20; 17200-02-25                 | Richland | 2527763-000-A01 <b>(P)</b><br>2527763-000-S01 <b>(R/P)</b><br>2527763-000-S02 <b>(P)</b><br><br>1857711-000-A01 <b>(P)</b><br>1857711-000-S01 <b>(P)</b><br>1857711-000-S02 <b>(R/P)</b> |
| Tyson Prepared Food, Inc.<br>(formerly KPR Holdings & Iowa Beef<br>Products, Inc.)                                      | 13602-02-03, 13602-02-02                 | Richland | 2216449-000-A01 <b>(P)</b><br>2216449-000-S01 <b>(R/P)</b>                                                                                                                               |
| Unumprovident (UNUM/Colonial Life)                                                                                      | 07303-04-02A                             | Richland | 1300204-006-T01 <b>(R/P)</b>                                                                                                                                                             |

|                           |             |          |                                                                                                                 |
|---------------------------|-------------|----------|-----------------------------------------------------------------------------------------------------------------|
|                           |             |          | 1300204-006-T02 (R/P)<br>1969344-000-T01 (P)<br>1969344-000-T02 (P)<br>06923616(Personal)<br>06923617(Personal) |
| Woodbridge Investments LP | 14900-01-01 | Richland |                                                                                                                 |

**PHASE I - FAIRFIELD COUNTY**  
**95/5 PROPERTIES**

| <b>COMPANY NAME</b>          | <b>TAX MAP NUMBER</b> | <b>COUNTY</b> |
|------------------------------|-----------------------|---------------|
| Baldwin                      | 200-00-00-006-000     | Fairfield     |
| (Natural Area)*              | 214-00-00-033-000     | Fairfield     |
| (Vacant tract)               | 200-00-00-007-000     | Fairfield     |
| Gividi USA Inc.              | 200-00-00-073-000     | Fairfield     |
| Lang-Mekra North America LLC | 200-00-00-063-000     | Fairfield     |
| Makat USA                    | 200-00-00-009-000     | Fairfield     |
| Mars Laminate Systems Corp.  | 214-00-00-032-000     | Fairfield     |
| Metal & Wire Products        | 200-00-00-065-000     | Fairfield     |
| Michelin North America Inc.  | 151-00-00-015-000     | Fairfield     |

**EXHIBIT B**  
**PHASE II - RICHLAND COUNTY**  
**99/1 PROPERTIES**

| COMPANY NAME                                                                                          | TAX MAP NUMBER                                                        | COUNTY   | SID                                                                                        |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------|
| 209 Stoneridge Drive                                                                                  | 07212-03-06                                                           | Richland |                                                                                            |
| 3130 Bluff Road, LLC (Real)                                                                           | 13507-04-01                                                           | Richland |                                                                                            |
| Spirax Sarco, Inc.<br>(ALD Thermal Treatment, Inc.)                                                   | 17600-01-25                                                           | Richland | 1973218-003-S01(R)                                                                         |
| Affiliated Computer Services                                                                          | 14900-02-18                                                           | Richland | 54053879 (P)                                                                               |
| Alimex (Personal)                                                                                     | 16202-03-03                                                           | Richland |                                                                                            |
| American Spiralweld Pipe Company                                                                      | 19000-05-08                                                           | Richland | 204800-000-A01(P)<br>204800-000-S01(R/P)                                                   |
| Blue Atlantic Columbia, LLC                                                                           | 11406-13-03, 11406-13-04;<br>11406-13-01; 11406-13-02                 | Richland |                                                                                            |
| Blue Cross/Blue Shield (2000)                                                                         | 19809-01-01, 19708-03-01                                              | Richland |                                                                                            |
| Bottling Group, LLC                                                                                   | 11814-01-05; 11814-01-04;<br>11814-01-07; 11814-01-02;<br>11814-01-08 | Richland |                                                                                            |
| Browning Office Investment, LP                                                                        | 06013-01-25                                                           | Richland |                                                                                            |
| Cappemini US LLC                                                                                      | 11501-01-06                                                           | Richland |                                                                                            |
| Charter NEX                                                                                           | 17600-01-33 (portion)                                                 | Richland |                                                                                            |
| Cellco Partnership & VW12 Columbia SC<br>LLC (Personal)<br>(Gladstone Commercial) (Real)<br>(Verizon) | 25700-05-01                                                           | Richland | 1861656-023-T01(R/P)<br>2361683-001-T01 (R)                                                |
| Century Capital Group, LLC<br>(formerly Verizon Wireless/Bell Atlantic)                               | 14005-08-02                                                           | Richland |                                                                                            |
| CD/Park 7 Columbia SC Owner LLC                                                                       | 08914-16-02                                                           | Richland |                                                                                            |
| CD Park 7 Columbia SC High Rise Owner<br>LLC                                                          | 08916-09-07; 08916-09-08,<br>08916-09-09, 08916-09-10                 | Richland |                                                                                            |
| China Jushi USA Corporation                                                                           | 16200-03-01; 16209-01-01;<br>16200-03-20                              | Richland |                                                                                            |
| Dayton Rogers of South Carolina, LLC<br>LBE Two, LLC                                                  | 13512-03-01                                                           | Richland | 2744379-000-A01(R)<br>2744379-000-S01 (R/P)<br>59000635 (P)                                |
| Dominion Carolina Gas Transmission, LLC                                                               | 07309-02-06                                                           | Richland |                                                                                            |
| FedEx Ground Packaging System, Inc.                                                                   | 16202-01-02                                                           | Richland |                                                                                            |
| Forest Hills Partners, LP                                                                             | 25800-01-07                                                           | Richland |                                                                                            |
| FN America, LLC                                                                                       | 25800-07-01                                                           | Richland |                                                                                            |
| Garner's Ferry Development Co. (Farmer's<br>Market Site)                                              | 18900-01-01                                                           | Richland |                                                                                            |
| Gerald L. Stimple                                                                                     | 25800-01-01                                                           | Richland |                                                                                            |
| Icon Columbia SC LLC                                                                                  |                                                                       | Richland |                                                                                            |
| International Paper, Inc.                                                                             | 41300-01-03; 39000-04-01;<br>41400-01-01                              | Richland | 1361043-066-A01(R/P)<br>1361043-066-S01(P)<br>1361043-066-S02(R/P)<br>1361043-066-S03(R/P) |
| John R. Jordan and Cecily J. Cobb<br>(Farmer's Market Site)                                           | 16200-03-02                                                           | Richland |                                                                                            |
| Kirco Carolina Pines, Inc.                                                                            | 17600-01-34;                                                          | Richland |                                                                                            |
| Koyo Corporation of USA                                                                               | 15005-01-02                                                           |          |                                                                                            |
| McEntire Limited Partnership, McEntire<br>Produce, R.C. McEntire Trucking, Inc.                       | 19000-05-05                                                           | Richland | 2306744-001-S01(R/P)<br>1618927-001-T01(R/P)                                               |

|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |                                                                  |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------|
|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | 1618927-001-T02(P)<br>1618926-001-T01(P)<br>54035355 (P)         |
| Metso Mineral                                                                | 22910-01-02                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | 1523986-000-A01 (P)                                              |
| Midlands Technical College                                                   | 14500-02-24                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | NON-TAXABLE                                                      |
| Pineview 48                                                                  | 16200-06-03                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland |                                                                  |
| PTI Plastic & Rubber Gasket Inc.                                             | 25800-07-08                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | 2696885-000-A01                                                  |
| Recreation Property (name of Richland County)                                | 17300-02-10; 17300-02-33                                                                                                                                                                                                                                                                                                                                                                                                                                                | Richland | NON-TAXABLE                                                      |
| Richland County (Pineview Site)                                              | 16100-02-20; 16100-02-02;<br>16100-02-04; 16100-03-17;<br>16100-02-16; 16100-03-05                                                                                                                                                                                                                                                                                                                                                                                      | Richland | NON-TAXABLE                                                      |
| Richland County (Carolina Pines Site)                                        | 17600-01-33 (Portion)                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Richland |                                                                  |
| Seibels Services Group, Inc.                                                 | 11402-12-14                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland |                                                                  |
| Sensor Electronic Technology, Inc.                                           | 16306-07-03                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland |                                                                  |
| South Pills, LLC (Real)                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | 03200250 (Personal)                                              |
| South University (Personal)                                                  | 17200-02-24 (Real)                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Richland |                                                                  |
| Spirit SPE Columbia, LLC<br>(formerly Verizon Wireless/Bell Atlantic Mobile) | 13908-04-36                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |                                                                  |
| SYSCO Food Services                                                          | 19000-01-01                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | 2115071-001-T01(R/P)                                             |
|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | 1259920-000-A01(R)<br>1259920-000-S01(R/P)<br>1259920-000-S02(R) |
| Trane U.S., Inc. (American Standard, Inc.)                                   | 17400-09-13; 17400-09-14                                                                                                                                                                                                                                                                                                                                                                                                                                                | Richland |                                                                  |
|                                                                              | 08915-14-05; 08915-14-03;<br>08914-13-02; 08914-13-03;<br>08915-13-02; 08915-13-07;<br>08915-13-06; 08915-13-01;<br>08915-14-02                                                                                                                                                                                                                                                                                                                                         | Richland |                                                                  |
| Trea Greene Crossing, LLC                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |                                                                  |
|                                                                              | 08814-01-07; 08716-01-01<br>08716-01-06; 08814-01-01<br>08814-01-03; 08814-01-04<br>08814-01-06; 08814-02-05<br>08814-02-06; 08814-02-07;<br>08814-02-09; 08814-02-10;<br>08815-02-13; 08815-02-14;<br>08815-03-01; 08815-03-08;<br>08815-03-09; 08815-03-10;<br>08815-03-11; 08815-03-12;<br>08815-03-13; 08815-03-14;<br>08815-04-10; 08815-05-01;<br>08815-06-01; 08816-10-04;<br>11201-02-16; 11202-17-07;<br>11202-17-09; 06500-01-03;<br>06500-01-13; 90000-18-01 | Richland | 2001890-028-A01(P)<br>2001890-029-A01(R/P)                       |
| Vulcan Construction Materials, L.P.                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |                                                                  |
| Westinghouse Electric Company, LLC                                           | 18600-01-02                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | 2017168-000-A01(R/P)<br>2017168-000-A02 (P)                      |
| WNS Global Services, Inc. (State Record Company, Inc.)                       | 11209-02-12                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland | W9930736                                                         |
| Woodbridge Investments LP                                                    | 14900-01-33                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Richland |                                                                  |



**PHASE II - FAIRFIELD COUNTY  
99/1 PROPERTIES**

| COMPANY NAME                                 | TAX MAP NUMBER                                                       | COUNTY    |
|----------------------------------------------|----------------------------------------------------------------------|-----------|
| AEC Pellet 1 USA LLC                         | 071-04-02-016-000;<br>071-00-00-027; 071-00-00-028;<br>071-00-00-029 | Fairfield |
| Bomag Americias, Inc.                        | 184-00-00-096-000, 184-00-00-060-000                                 | Fairfield |
| Element TV, LP                               |                                                                      | Fairfield |
| Elite ES, LLC                                | 184-00-00-071-000 (portion)                                          | Fairfield |
| Enor Corporation<br>Enor Corporation SC, LLC | 145-03-02-015-000                                                    | Fairfield |
| Guardian Fiberglass, Inc.                    | 164-00-00-002-000                                                    | Fairfield |
| Primesouth, Inc.                             | 184-00-00-071-000 (portion)                                          | Fairfield |
| Wilburn Enterprises, LLC                     | 077-00-00-002                                                        | Fairfield |

**ORDINANCE NO.: 2019-107**

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park  
(Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Fairfield County; and,

WHEREAS, the project to be undertaken by Huger Hospitality, LLC, a South Carolina Limited Liability Corporation (the "Developer") is a mixed-use commercial real estate development, including fair market rate housing and retail, but which will not include student housing or private dormitories, on contiguous parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments in real and personal property of not less than \$34,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park;

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this \_\_ day of \_\_\_\_\_, 2019 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to the Companion County (as defined in the Park Agreement) thereof, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit Agreement shall not exceed ten years (unless consented to in writing by the City), beginning with the first full year for which the Developer owes an annual PILOT payment following receipt by the Developer of a Certificate of Occupancy for the Project; (d) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the abatement, (b) the time limit for the Project abatement period as allowed in this Ordinance shall begin the first full year for which the Developer owes a PILOT payment, and the timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the approved tax credit will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

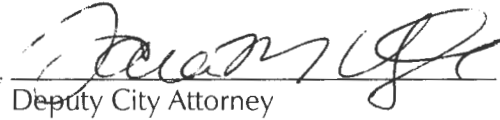
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

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

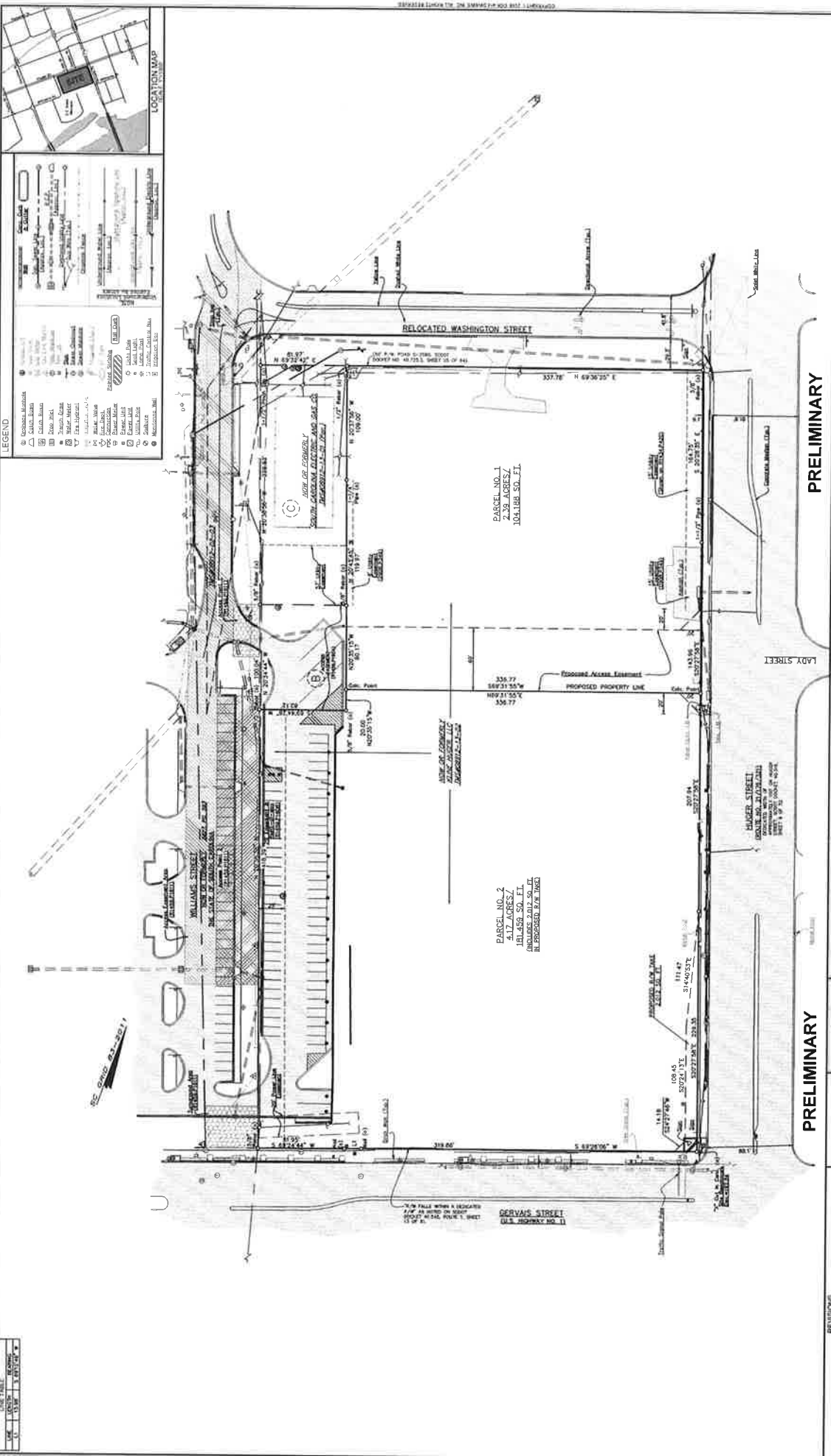
Introduced:

Final Reading:

## **EXHIBIT A PROPERTY DESCRIPTION**

Disclaimer: The plan is included only as an illustration of the intended mixed use development layout and location. The inclusion of this development site plan in no way infers approval of any specific elements of the plan nor does any component of this plan replace or alter existing requirements, if any, that are part of the Kline Redevelopment site.





| REVISIONS |             |
|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |
|           |             |
|           |             |

| PRELIMINARY                     |                           |
|---------------------------------|---------------------------|
| WINDSOR AUGHTRY COMPANY         |                           |
| RICHMOND COUNTY, COLUMBIA, S.C. |                           |
| DATE                            | APRIL 30, 2018            |
| SCALE                           | 1" = 40'                  |
| TAX MAP NUMBER                  | 00012-12-02 & -01         |
| BOOK                            | 228-1                     |
| CHAC                            | 5                         |
| NO                              | 228                       |
| PROJ.                           | 4-0000-0100101 PRELIM.dwg |
| BY                              | 20                        |

| EXHIBIT                                                                             |  |
|-------------------------------------------------------------------------------------|--|
| PREPARED FOR                                                                        |  |
| WINDSOR AUGHTRY COMPANY                                                             |  |
| NOTES                                                                               |  |
| 1. THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR DEPTHS ARE UNKNOWN.        |  |
| 2. THE LOCATION OF THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY. |  |
| 3. THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY.                 |  |
| 4. THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY.                 |  |
| 5. THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY.                 |  |
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| 19. THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY.                |  |
| 20. THE PROPERTY LINE IS BASED ON THE RECORD SURVEY OF THE PROPERTY.                |  |

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**[PROJECT KLINE]**

**Effective as of: []**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT KLINE], a [STATE] limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to develop a mixed-use development, consisting of commercial, retail and multi-family housing in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), resulting in a taxable investment in real and personal property of not less than \$[34,000,000];

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of [STATE], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than [\$34,000,000] in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than [DATE] ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. The County has the right to exclude

### **Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

### **Section 2.3. Public Infrastructure Credits.**

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO



NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, [2019], deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means [to be tailored to nature of Project];

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is

corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE IV MISCELLANEOUS

**Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

|                   |                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| if to the County: | Richland County, South Carolina<br>Attn: Director of Economic Development<br>2020 Hampton Street<br>Columbia, South Carolina 29204<br>Phone: 803.576.2043<br>Fax: 803.576.2137 |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                 |                                                                                                                                                                                                      |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| with a copy to<br>(does not constitute notice): | Parker Poe Adams & Bernstein LLP<br>Attn: Ray E. Jones<br>1221 Main Street, Suite 1100 (29201)<br>Post Office Box 1509<br>Columbia, South Carolina 29202<br>Phone: 803.255.8000<br>Fax: 803.255.8017 |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                    |   |
|--------------------|---|
| if to the Company: | □ |
|--------------------|---|

with a copy to ☐

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. *Amendments.*** This Agreement may be amended only by written agreement of the Parties.



**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, [PROJECT KLINE], has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**[PROJECT KLINE]**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**EXHIBIT B (See Section 2.2)****DESCRIPTION OF PUBLIC INFRASTRUCTURE**

The Public Infrastructure primarily consists of a parking deck that will serve development and the County. The parking deck will include [102] spaces for general public use and the remaining [307] spaces will serve the commercial, retail and residential uses within the development. Additional Public Infrastructure will consist of sidewalks, lighting, utility infrastructure, and green spaces.



**EXHIBIT C (See Section 2.3)****DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County in connection with the Project; provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's Public Infrastructure costs.

The Company is eligible to receive the Public Infrastructure Credit for an initial period of up to 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative, total amount of the Public Infrastructure Credit equals the Public Infrastructure costs ("Initial Credit Term").

If, on the 10<sup>th</sup> year, (a) the Company achieved its Investment Commitment by the Certification Date, (b) the Company has maintained or exceeded its Investment Commitment, (c) there has not been and there is not an Event of Default under the Credit Agreement, and (d) the total, cumulative amount of Public Infrastructure Credits the Company has actually received does not equal the costs of the Public Infrastructure, then the Company may receive a Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County in connection with the Project for an additional period of up to 4 years ("Additional Credit Term"); provided that the Additional Credit Term shall terminate as soon as the total, cumulative value of the Public Infrastructure Credit equals the Public Infrastructure costs.

**EXHIBIT D** (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12, 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## ORDINANCE NO.: 2019-093

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park  
(Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06,  
11204-02-07 and 11204-02-42)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Fairfield County; and,

WHEREAS, Ballpark, LLC, a South Carolina limited liability company ("Developer"), proposes to establish market rate housing and retail facilities within the County, consisting of taxable investments in real and personal property of not less than \$50,000,000 (the "Project") on property located in the City, as more particularly described on Exhibit A (the "Property") as contemplated by an ordinance which received approval upon first reading by Richland County Council on October 15, 2019; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,



WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this \_\_ day of \_\_\_\_\_, 2019 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to the Companion County (as defined in the Park Agreement) thereof, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit Agreement shall not exceed ten years (unless consented to in writing by the City), beginning with the first full year for which the Developer owes an annual PILOT payment following receipt by the Developer of a Certificate of Occupancy for the Project; (d) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the abatement, (b) the time limit for the Project abatement period as allowed in this Ordinance shall begin the first full year for which the Developer owes a PILOT payment, and the timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must proceed with credit application no later

than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the approved tax credit will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

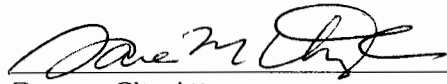
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:



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

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

Introduced:

Final Reading:

**ORDINANCE NO.: 2019-093**  
**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All those certain pieces, parcels or tracts of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being more particularly shown and delineated on an ALTA/NSPS Land Title Survey prepared by Survey Matters, LLC dated November 21, 2018 as Project No. 18-167 and a plat prepared by Cox and Dinkins, Inc. dated June 4, 2019 as Project No. 9F79C-58.dwg, and according to such plats having the following measurements:

BEGINNING at an IPF located at the Northwest intersection of S. Assembly Street and Ferguson Street, said point being known as the POINT OF BEGINNING, thence proceeding S33°33'46"W for a distance of 259.08' to an IPINF; thence proceeding S33°59'43"W for a distance of 50.12' to an IPF; thence, proceeding N56°02'02"W for a distance of 124.66' to an IPF; thence, proceeding S33°12'17"W for a distance of 89.47' to an IPF; thence, proceeding S35°20'14"W for a distance of 148.32' to an IPINF; thence proceeding S35°01'13"W for a distance of 39.64'; thence proceeding S33°03'47"W for a distance of 11.49'; thence proceeding S35°05'09"W for a distance of 50.30'; thence proceeding S34°36'07"W for a distance of 50.00'; thence proceeding N55°49'02"W for a distance of 2.98' to an IPINF; thence proceeding S33°39'15"W for a distance of 166.06' to an IPINF; thence turning and proceeding N56°00'42"W for a distance of 357.27' to an IPF; thence proceeding N54°46'51"W for a distance of 62.55' to an IPINF; thence turning and proceeding N34°04'49"E for a distance of 465.14; thence turning and proceeding N70°34'54"W for a distance of 63.37'; thence N52°57'06"W for a distance of 105.00'; thence proceeding N50°37'06"W for a distance of 132.54'; thence turning and proceeding N83°16'06"W for a distance of 88.24'; thence turning and proceeding N33°52'19"E for a distance of 300.12'; thence proceeding N30°02'39"E for a distance of 240.80' to an IPINS located at Dreyfus Road; thence turning and proceeding along Dreyfus Road N88°32'39"E for a distance of 35.47' to an IPINS; thence proceeding along Dreyfus Road in a curved line along a chord bearing S79°47'17"E for a chord distance of 114.59' and an arc distance of 114.79'; thence proceeding S85°40'24"E for a distance of 190.78' to NAILS located at the intersection of Dreyfus Road and S. Assembly Street; thence turning and proceeding along Assembly Street in a curved line along a chord bearing S51°40'37"E for a chord distance of 127.17' and an arc distance of 127.52'; thence proceeding S59°01'48"E for a distance of 150.54'; thence S59°01'48"E for a distance of 50.00'; thence S59°01'48"E for a distance of 289.52' to the POINT OF BEGINNING.

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**BALLPARK, LLC**

**Effective as of: \_\_\_\_\_, 2019**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_. 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and BALLPARK, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

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

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a market rate housing and retail facilities in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$50,000,000;

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:



## ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$50,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than [DATE] ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. The County has the right to exclude

### **Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

### **Section 2.3. Public Infrastructure Credits.**

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO

NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2020, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the project in service by December 31, 2023;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted

corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.



(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

|                   |                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| if to the County: | Richland County, South Carolina<br>Attn: Director of Economic Development<br>2020 Hampton Street<br>Columbia, South Carolina 29204<br>Phone: 803.576.2043<br>Fax: 803.576.2137 |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                 |                                                                                                                                                                                                      |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| with a copy to<br>(does not constitute notice): | Parker Poe Adams & Bernstein LLP<br>Attn: Ray E. Jones<br>1221 Main Street, Suite 1100 (29201)<br>Post Office Box 1509<br>Columbia, South Carolina 29202<br>Phone: 803.255.8000<br>Fax: 803.255.8017 |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

if to the Company:

Ballpark, LLC

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

with a copy to

Burnet R. Maybank III, Esq.  
 Nexsen Pruet, LLC  
 1230 Main Street, Suite 700 (29201)  
 Post Office Box 2426  
 Columbia, South Carolina (29202)  
 Phone: 803.771.8900  
 Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. *Amendments.*** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. *Waiver.*** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. *Termination.*** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. *Business Day.*** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

IN WITNESS WHEREOF, BALLPARK, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**BALLPARK, LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*



**EXHIBIT A****LAND DESCRIPTION****“The Ballpark”**

All those certain pieces, parcels or tracts of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being more particularly shown and delineated on an ALTA/NSPS Land Title Survey prepared by Survey Matters, LLC dated November 21, 2018 as Project No. 18-167 and a plat prepared by Cox and Dinkins, Inc. dated June 4, 2019 as Project No. 9F79C-58.dwg, and according to such plats having the following measurements:

BEGINNING at an IPF located at the Northwest intersection of S. Assembly Street and Ferguson Street, said point being known as the POINT OF BEGINNING, thence proceeding S33°33'46"W for a distance of 259.08' to an IPINF; thence proceeding S33°59'43"W for a distance of 50.12' to an IPF; thence, proceeding N56°02'02"W for a distance of 124.66' to an IPF; thence, proceeding S33°12'17"W for a distance of 89.47' to an IPF; thence, proceeding S35°20'14"W for a distance of 148.32' to an IPINF; thence proceeding S35°01'13"W for a distance of 39.64'; thence proceeding S33°03'47"W for a distance of 11.49'; thence proceeding S35°05'09"W for a distance of 50.30'; thence proceeding S34°36'07"W for a distance of 50.00'; thence proceeding N55°49'02"W for a distance of 2.98' to an IPINF; thence proceeding S33°39'15"W for a distance of 166.06' to an IPINF; thence turning and proceeding N56°00'42"W for a distance of 357.27' to an IPF; thence proceeding N54°46'51"W for a distance of 62.55' to an IPINF; thence turning and proceeding N34°04'49"E for a distance of 465.14; thence turning and proceeding N70°34'54"W for a distance of 63.37'; thence N52°57'06"W for a distance of 105.00'; thence proceeding N50°37'06"W for a distance of 132.54'; thence turning and proceeding N83°16'06"W for a distance of 88.24'; thence turning and proceeding N33°52'19"E for a distance of 300.12'; thence proceeding N30°02'39"E for a distance of 240.80' to an IPINS located at Dreyfus Road; thence turning and proceeding along Dreyfus Road N88°32'39"E for a distance of 35.47' to an IPINS; thence proceeding along Dreyfus Road in a curved line along a chord bearing S79°47'17"E for a chord distance of 114.59' and an arc distance of 114.79'; thence proceeding S85°40'24"E for a distance of 190.78' to NAILS located at the intersection of Dreyfus Road and S. Assembly Street; thence turning and proceeding along Assembly Street in a curved line along a chord bearing S51°40'37"E for a chord distance of 127.17' and an arc distance of 127.52'; thence proceeding S59°01'48"E for a distance of 150.54'; thence S59°01'48"E for a distance of 50.00'; thence S59°01'48"E for a distance of 289.52' to the POINT OF BEGINNING.

**EXHIBIT B (See Section 2.2)**  
**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

The project will have both onsite and offsite infrastructure improvements. Onsite, the project will address the earthwork necessary on the site, the Rocky Branch channel improvements, and the water/sewer infrastructure. Offsite, the project will extensively mitigate flooding by excavating the channel, removing the trestle, and installing box culverts with a 72" reinforced concrete pipe. In addition, the project will make resurfacing improvements to Assembly Street that will include a new traffic signal and bus stop. Here is a summarized forecasted budget of the public improvements associated with the project.

| Preliminary Budget -- Ballpark Mixed-Use Development                      |                  |
|---------------------------------------------------------------------------|------------------|
| Rocky Branch Flood Mitigation & Olympia Park Stream Restoration           |                  |
| <b>Engineering, Design &amp; Permitting</b>                               |                  |
| Olympia Park Stream Restoration (EPC: Environ. Permitting Consultants)    | 621,315          |
| Rocky Branch Flooding (PACE Engineering)                                  | 165,000          |
| Box Culverts & DOT Olympia Ave. (Genesis Consulting)                      | 15,000           |
| Geo technical & Environmental testing (Vulcan soils)                      | 17,900           |
| Permits                                                                   | 15,000           |
| Surveying                                                                 | 15,000           |
| <b>Total Engineering, Design &amp; Permitting</b>                         | <b>849,215</b>   |
| <b>Land, Legal &amp; Insurance</b>                                        |                  |
| CSX Land Purchase                                                         | 159,000          |
| Other Land Purchase or Easement                                           | 35,000           |
| Legal                                                                     | 25,000           |
| Insurance & Performance Bond                                              | 66,809           |
| <b>Total Land, Legal &amp; Insurance</b>                                  | <b>285,809</b>   |
| <b>Excavate Channel, Remove Trestle, Install 72" RCP and Box Culverts</b> | <b>3,490,000</b> |
| <b>Environmental Contingency (Soil Contamination)</b>                     | <b>200,000</b>   |
| Contingency (% of overall budget)                                         | 253,949          |
| <b>Total Flood Mitigation &amp; Park / Stream Restoration Cost</b>        | <b>5,078,972</b> |

| Preliminary Budget -- Ballpark Mixed-Use Development                                   |                  |
|----------------------------------------------------------------------------------------|------------------|
| Public Improvements (DOT: Assembly & Ferguson; RB Connect Multi-Modal Paths, Greenway) |                  |
| <b>DOT Road Improvements</b>                                                           |                  |
| DOT Road Improvements - Assembly Street (Mill, Pave, Re-mark)                          | 642,000          |
| DOT Road Improvements - Ferguson Street                                                | 325,000          |
| <b>Total DOT Road Improvements</b>                                                     | <b>967,000</b>   |
| <b>Rocky Branch Channel Improvements</b>                                               |                  |
| Channel Connection: Rocky Branch Clean & Flow Improve Allowance                        | 135,000          |
| Channel Improvement (Amenity: Rock Structures & Bridges from Assembly)                 | 185,000          |
| <b>Total Rocky Branch Channel Improvements</b>                                         | <b>320,000</b>   |
| <b>Multi-Modal Paths Around Site and Up Assembly to Younion</b>                        |                  |
| Multi-Modal Path (Surrounding Site) Allowance: Assembly, Ferguson, Dreyfus             | 235,000          |
| Multi-Modal Path OFF-Site Allowance: Dreyfus to Church (Site to Aspyre/Younion)        | 85,000           |
| Rocky Branch Crossing on Assembly To Aspyre (Bridge & Box Culverts) - Allowance        | 190,000          |
| <b>Total Multi-Modal Paths Around Site and Up Assembly to Younion</b>                  | <b>510,000</b>   |
| <b>Traffic Signal &amp; Bus Stop/Shelter</b>                                           |                  |
| Traffic Signal: Ferguson/Assembly                                                      | 130,000          |
| Comet Bus & USC Shuttle Stop/Shelter                                                   | 10,000           |
| <b>Total Traffic Signal &amp; Bus Stop/Shelter</b>                                     | <b>140,000</b>   |
| <b>Professional Services Allocation (Legal &amp; Civil Engineering)</b>                |                  |
| Legal Allocation                                                                       | 10% 20,000       |
| Civil Engineering Allocation                                                           | 10% 30,000       |
| <b>Total Professional Services Allocation (Legal &amp; Civil Engineering)</b>          | <b>50,000</b>    |
| <b>Additional Public Improvements &amp; Contributions</b>                              |                  |
| Greenway Contribution                                                                  | 250,000          |
| Historic Columbia Contribution                                                         | 60,000           |
| Security                                                                               | Not Included     |
| <b>Total Public Improvements &amp; Contributions</b>                                   | <b>310,000</b>   |
| <b>Total Other Public Improvements (Partial List)</b>                                  | <b>2,297,000</b> |
| <b>Total Flood Mitigation, Stream Restoration, Road, Paths, Greenway &amp; "Other"</b> | <b>7,375,972</b> |

**EXHIBIT C (See Section 2.3)****DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Credit against the Fee Payments due and owing from the Company to the County in connection with the Project as provided in the Credit Agreement, provided, the total amount of the credits shall not exceed the Company's Public Infrastructure costs,

The Company is eligible to receive a Credit for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the receipt by the Company of a Certificate of Occupancy for the Project ("Credit Term").

**EXHIBIT D (See Section 2.5)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

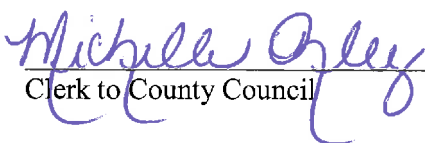


RESOLVED: December 12, 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

# Commercial Development Incentive Program

## Project Summary

Economic Development Committee

September 10, 2019

Applicant: Ballpark, LLC  
 Developer: W-REI  
 Project Name: Ballpark Redevelopment  
 Location: 301 S. Assembly Street, Columbia

**Total Project Investment: \$63,141,727**

### Project Overview

The Ballpark project consists of 17.5 acres of redevelopment, including 6 new multi-family residential buildings, 1 of which is mixed-use residential and commercial retail, and various public amenities. These amenities include an estimated \$500,000 pool house and pump room, a 5,000 sf pool, a 10,000 sf pool deck, 7,800 sf leasing office and clubhouse, 20,000 sf of retail, half-court basketball, bicycle parking, 12,000 sf outdoor shared-use retail plaza, over 35,000 sf of open multi-purpose green space, over 5,000 linear feet of sidewalk connectivity through and around the site, structured pedestrian bridge connection to Assembly Street, 60,000 sf of restored streamway, signalization of the Ferguson-Assembly intersection, and restructuring traffic patterns adjacent to the site.

Building 1: 154,400 sf (4-story)

Building 2: 130,800 sf (4-story)

Building 3: 134,800 sf (4-story)

Building 4: 24,400 sf (2-story)

Building 5: 29,000 sf (2-story)

Building 6: 29,000 sf (2-story)

### Description of Public Infrastructure:

- Olympia Park Stream Restoration & Flood Mitigation Work
- Multi-modal Enhancements:
  - Assembly Street Road Improvements
  - Sidewalk connectivity

**Cost of public infrastructure: \$7,375,972    Total Taxable Investment: \$53,038,605**

% Public Infrastructure of total investment: 10.5%

### Public Benefit

The project will dramatically transform 17 ½ acres of nonproductive land into a vibrant center of an urban mixed use of residential and retail. While large scale box retail was deemed to be unfeasible by other developers, the 20,000 square feet of retail will be the largest concentration of retail space walkable to residents of the Olympia and Granby communities.

This retail center will fill the needs of both new residents as well as the surrounding neighborhoods.

By completing the improvements above including flood work, increasing connectivity, and providing accessible retail, the development will fill a need in the community by providing housing aimed at the young workforce of Richland County and also retail to serve both their needs and those of the Olympia, Granby and Rosewood Communities.

According to Cushman and Wakefield's 4th Quarter 2018 Market Insight, there will be 7,300 new renter households in the Columbia area by 2023. However, there are only 1,250 new rental units planned or under construction that will be able to meet that need. Columbia's strong job growth, which increased by 6,500 new jobs from the 4th quarter of 2017 to the 4th quarter of 2018, further demonstrates the increasing demand in the Columbia market. Many of these jobs are coming to the center areas of the community. Whether this job growth is due to the development of the Pineview Industrial Park, or new firms spun out of the University of South Carolina, demand for housing near the city center is the highest in Richland County.

### **Property Taxes**

Current Year Taxes on Property: \$15,600 (all but 1 parcel is tax exempt)  
Taxes after project completion (no incentive): \$1,789,794 (Year 3)

### **Recommendation**

50% SSRC for 10 years, with total incentive value to be capped at public infrastructure investment

| Year          | *Current Taxes   | **Taxes with Project | Incentive Value       | 1% MCIP         | Net Taxes          | Net Gain           |
|---------------|------------------|----------------------|-----------------------|-----------------|--------------------|--------------------|
| 1             | \$15,600         | \$151,795            | \$75,897              | \$759           | \$75,138           | \$59,538           |
| 2             | \$15,756         | \$816,247            | \$408,124             | \$4,081         | \$404,042          | \$388,286          |
| 3             | \$15,914         | \$1,789,794          | \$894,897             | \$8,949         | \$885,948          | \$870,035          |
| 4             | \$16,073         | \$1,801,038          | \$900,519             | \$9,005         | \$891,514          | \$875,441          |
| 5             | \$16,233         | \$1,813,561          | \$906,780             | \$9,068         | \$897,713          | \$881,479          |
| 6             | \$16,396         | \$1,826,154          | \$913,077             | \$9,131         | \$903,946          | \$887,550          |
| 7             | \$16,560         | \$1,838,817          | \$919,409             | \$9,194         | \$910,215          | \$893,655          |
| 8             | \$16,725         | \$1,851,552          | \$925,776             | \$9,258         | \$916,518          | \$899,793          |
| 9             | \$16,893         | \$1,864,357          | \$932,178             | \$9,322         | \$922,857          | \$905,964          |
| 10            | \$17,061         | \$1,877,233          | \$489,314             | \$9,386         | \$929,230          | \$912,169          |
| <b>Totals</b> | <b>\$163,211</b> | <b>\$15,630,548</b>  | <b>***\$7,365,972</b> | <b>\$78,153</b> | <b>\$7,737,121</b> | <b>\$7,573,911</b> |

\*Assumes 1% annual growth

\*\*3 year investment window

\*\*\*Incentive capped at public infrastructure investment

**Project**  
**Richland County**

30 Year Standard Ad Valorem in MCIP Illustration

| Year   | Investment Window Standard Ad Valorem Payment Stream |                     |                     |                     |                     | Standard Ad<br>Valorem Tax<br>Excludes 5-Yr.<br>Abatement | Less<br>50%<br>SSRC | Less<br>1%<br>MCIP | Net to<br>County |
|--------|------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------------------------------|---------------------|--------------------|------------------|
|        | Yr. 1<br>Investment                                  | Yr. 2<br>Investment | Yr. 3<br>Investment | Yr. 4<br>Investment | Yr. 5<br>Investment |                                                           |                     |                    |                  |
|        | \$ 4,620,000                                         | \$ 19,977,203       | \$ 28,441,402       | \$ -                | \$ -                |                                                           |                     |                    |                  |
| 1      | \$ 151,795                                           | \$ -                | \$ -                | \$ -                | \$ -                | \$ 151,795                                                | \$ 75,897           | \$ 759             | \$ 75,138        |
| 2      | \$ 153,313                                           | \$ 662,935          | \$ -                | \$ -                | \$ -                | \$ 816,247                                                | \$ 408,124          | \$ 4,081           | \$ 404,042       |
| 3      | \$ 154,846                                           | \$ 669,564          | \$ 965,385          | \$ -                | \$ -                | \$ 1,789,794                                              | \$ 894,897          | \$ 8,949           | \$ 885,948       |
| 4      | \$ 156,394                                           | \$ 676,260          | \$ 968,384          | \$ -                | \$ -                | \$ 1,801,038                                              | \$ 900,519          | \$ 9,005           | \$ 891,514       |
| 5      | \$ 157,958                                           | \$ 683,022          | \$ 972,580          | \$ -                | \$ -                | \$ 1,813,561                                              | \$ 906,780          | \$ 9,068           | \$ 897,713       |
| 6      | \$ 159,538                                           | \$ 689,852          | \$ 976,764          | \$ -                | \$ -                | \$ 1,826,154                                              | \$ 913,077          | \$ 9,131           | \$ 903,946       |
| 7      | \$ 161,133                                           | \$ 696,751          | \$ 980,933          | \$ -                | \$ -                | \$ 1,838,817                                              | \$ 919,409          | \$ 9,194           | \$ 910,215       |
| 8      | \$ 162,744                                           | \$ 703,719          | \$ 985,089          | \$ -                | \$ -                | \$ 1,851,552                                              | \$ 925,776          | \$ 9,258           | \$ 916,518       |
| 9      | \$ 164,372                                           | \$ 710,756          | \$ 989,229          | \$ -                | \$ -                | \$ 1,864,357                                              | \$ 932,178          | \$ 9,322           | \$ 922,857       |
| 10     | \$ 166,016                                           | \$ 717,863          | \$ 993,354          | \$ -                | \$ -                | \$ 1,877,233                                              | \$ 938,616          | \$ 9,386           | \$ 929,230       |
| 11     | \$ 167,676                                           | \$ 725,042          | \$ 1,002,228        | \$ -                | \$ -                | \$ 1,894,946                                              | \$ -                | \$ 18,949          | \$ 1,875,997     |
| 12     | \$ 169,353                                           | \$ 732,292          | \$ 1,012,251        | \$ -                | \$ -                | \$ 1,913,895                                              | \$ -                | \$ 19,139          | \$ 1,894,757     |
| 13     | \$ 171,046                                           | \$ 739,615          | \$ 1,022,373        | \$ -                | \$ -                | \$ 1,933,034                                              | \$ -                | \$ 19,330          | \$ 1,913,704     |
| 14     | \$ 172,757                                           | \$ 747,011          | \$ 1,032,597        | \$ -                | \$ -                | \$ 1,952,365                                              | \$ -                | \$ 19,524          | \$ 1,932,841     |
| 15     | \$ 174,484                                           | \$ 754,482          | \$ 1,042,923        | \$ -                | \$ -                | \$ 1,971,888                                              | \$ -                | \$ 19,719          | \$ 1,952,170     |
| 16     | \$ 176,229                                           | \$ 762,026          | \$ 1,053,352        | \$ -                | \$ -                | \$ 1,991,607                                              | \$ -                | \$ 19,916          | \$ 1,971,691     |
| 17     | \$ 177,991                                           | \$ 769,647          | \$ 1,063,886        | \$ -                | \$ -                | \$ 2,011,523                                              | \$ -                | \$ 20,115          | \$ 1,991,408     |
| 18     | \$ 179,771                                           | \$ 777,343          | \$ 1,074,524        | \$ -                | \$ -                | \$ 2,031,639                                              | \$ -                | \$ 20,316          | \$ 2,011,322     |
| 19     | \$ 181,569                                           | \$ 785,116          | \$ 1,085,270        | \$ -                | \$ -                | \$ 2,051,955                                              | \$ -                | \$ 20,520          | \$ 2,031,435     |
| 20     | \$ 183,385                                           | \$ 792,968          | \$ 1,096,122        | \$ -                | \$ -                | \$ 2,072,475                                              | \$ -                | \$ 20,725          | \$ 2,051,750     |
| 21     | \$ 185,218                                           | \$ 800,897          | \$ 1,107,084        | \$ -                | \$ -                | \$ 2,093,199                                              | \$ -                | \$ 20,932          | \$ 2,072,267     |
| 22     | \$ 187,071                                           | \$ 808,906          | \$ 1,118,154        | \$ -                | \$ -                | \$ 2,114,131                                              | \$ -                | \$ 21,141          | \$ 2,092,990     |
| 23     | \$ 188,941                                           | \$ 816,995          | \$ 1,129,336        | \$ -                | \$ -                | \$ 2,135,273                                              | \$ -                | \$ 21,353          | \$ 2,113,920     |
| 24     | \$ 190,831                                           | \$ 825,165          | \$ 1,140,629        | \$ -                | \$ -                | \$ 2,156,625                                              | \$ -                | \$ 21,566          | \$ 2,135,059     |
| 25     | \$ 192,739                                           | \$ 833,417          | \$ 1,152,036        | \$ -                | \$ -                | \$ 2,178,192                                              | \$ -                | \$ 21,782          | \$ 2,156,410     |
| 26     | \$ 194,666                                           | \$ 841,751          | \$ 1,163,556        | \$ -                | \$ -                | \$ 2,199,973                                              | \$ -                | \$ 22,000          | \$ 2,177,974     |
| 27     | \$ 196,613                                           | \$ 850,169          | \$ 1,175,191        | \$ -                | \$ -                | \$ 2,221,973                                              | \$ -                | \$ 22,220          | \$ 2,199,753     |
| 28     | \$ 198,579                                           | \$ 858,670          | \$ 1,186,943        | \$ -                | \$ -                | \$ 2,244,193                                              | \$ -                | \$ 22,442          | \$ 2,221,751     |
| 29     | \$ 200,565                                           | \$ 867,257          | \$ 1,198,813        | \$ -                | \$ -                | \$ 2,266,635                                              | \$ -                | \$ 22,666          | \$ 2,243,969     |
| 30     | \$ 202,571                                           | \$ 875,930          | \$ 1,210,801        | \$ -                | \$ -                | \$ 2,289,301                                              | \$ -                | \$ 22,893          | \$ 2,266,408     |
| 31     | \$ 204,596                                           | \$ 884,689          | \$ 1,222,909        | \$ -                | \$ -                | \$ 2,312,194                                              | \$ -                | \$ 23,122          | \$ 2,289,072     |
| 32     | \$ 206,642                                           | \$ 893,536          | \$ 1,235,138        | \$ -                | \$ -                | \$ 2,335,316                                              | \$ -                | \$ 23,353          | \$ 2,311,963     |
| 33     | \$ 208,709                                           | \$ 902,471          | \$ 1,247,489        | \$ -                | \$ -                | \$ 2,358,669                                              | \$ -                | \$ 23,587          | \$ 2,335,083     |
| 34     | \$ 210,796                                           | \$ 911,496          | \$ 1,259,964        | \$ -                | \$ -                | \$ 2,382,256                                              | \$ -                | \$ 23,823          | \$ 2,358,433     |
| Totals | \$ 6,110,906                                         | \$ 25,767,614       | \$ 34,865,287       | \$ -                | \$ -                | \$ 66,743,807                                             | \$ 7,815,274        | \$ 589,285         | \$ 58,339,248    |
| NPV    | \$ 3,807,686                                         | \$ 15,826,208       | \$ 21,151,280       | \$ -                | \$ -                | \$ 40,785,174                                             | \$ 6,592,851        | \$ 341,923         | \$ 33,850,400    |

**Investment Schedule:****Assumptions:**

Land & Building \$ 52,065,857  
M&E \$ 972,748  
Total Investment \$ 53,038,605

Tax District 1CC  
Millage Rate 0.5476  
Abatable Millage 0.0971  
Net Total Millage 0.4505  
LOST Credit Factor N/A  
Annual Depreciation 11%  
Max Depreciation 90%  
Annual Millage Growth 1%  
Discount Rate 3%  
MCIP Split 1%

MCIP Assessment Ratios

Real Property 6.0% Percentage 50%

Standard Assessment Ratios

Real Property 6.00%  
Personal Property 9% - 9.75%

DATE:

DISCLAIMER:

**Commercial Development Program**  
**Application for Property Tax Incentives**

**Applicant Information**

Applicant: Ballpark, LLC  
 Address: 105 MacGregor Drive  
 City: Stamford State: CT Zip: 06902

Type: LLC  
 Website: www.w-rei.com

**Project Contact Information:**

Name: Andrew Weddle (Manager, Ballpark, LLC)  
 Address: 105 MacGregor Drive  
 City: Stamford State: CT Zip: 06902

E-mail: aweddle@w-rei.com  
 Phone: (415) 987-4585

Attach the following information related to the company that is applying for this incentive:

1. Historical information and a description of experience with similar projects.
2. Confirmation that the company has the financial wherewithal to complete the project.

**Project Description**

Property Address: 301 S. Assembly Street  
 City: Columbia State: SC Zip: 29201

TMS#: 11204-02-02;11204-02-42; 11204-02-06; 11204-0207  
 Current Taxable Value: \$ 2,227,300.00

Is the property owned or controlled by the applicant? ☐ Owned ☒ Controlled ☐ Neither  
 If controlled, please describe method of control, timeframe and any conditional terms. If neither, please describe the plan to acquire or control the property.

Applicant is under contract with three property owners and will close/purchase parcels by May 1, 2020 or earlier.

The purchase/closing, to mitigate flooding and develop a mixed-use property, is contingent on receiving 50% tax credits (SSRC).

\* Taxable Value: Total \$2,227,300; Tax Exempt \$2,211,700; Taxable \$15,600

Is the property currently zoned for the intended project use? ☐ Yes ☒ No

Attach the following information related to the project:

1. A physical description of the project to include total acreage being developed/redeveloped, proposed building sizes, types and uses and proposed public infrastructure improvements. The narrative should also discuss the project's impact on the local community. Elaborate on how this project is addressing a need in the community, will be a catalyst for growth, is consistent with comprehensive planning, etc.
2. Electronic versions of maps, renderings, and presentations related to the project.
3. Timing
  - a. When will the decision be made to proceed or abandon the project?
  - b. What are the decision factors in proceeding or not?
  - c. What is the anticipated construction start and completion for the project?
  - d. What is the anticipated construction start and completion for public infrastructure improvements?
4. If structured parking is part of the project, please provide the pro forma on the parking plan and outline if there is an opportunity for parking to be made available to uses outside of the project

needs (such as hourly, daily, monthly parking leases or event parking during daytime or evening hours).

5. If the target market of the development is student oriented, describe a process by which units will be made available to individuals of a lower income level than typically required and how that process/commitment will be managed.

For projects with a residential component, what percentage of the units will be utilized to support workforce housing, and how will that commitment be managed? \_\_\_\_\_

The Ballpark is a mixed-use community composed of 310 market-rate (1bdm, 2bdm & 3bdm units -- no 4bdm units) apartments and 20,00sf of retail.

The Ballpark will be home to a variety of residents including professors, young professionals, public servants, recent graduates (couples) and students.

### **Capital Investment**

Projected Capital investment over the next five years, broken out by year and by investment type:

| <b>Investment</b>                  | <b>Year 1</b>    | <b>Year 2</b>    | <b>Year 3</b>    | <b>Year 4</b> | <b>Year 5</b> |
|------------------------------------|------------------|------------------|------------------|---------------|---------------|
| Land Acquisition                   | \$ 4,620,000.00  |                  |                  |               |               |
| New Construction                   | \$ 2,497,150.00  | \$ 19,977,203.00 | \$ 27,468,654.00 |               |               |
| Existing Acquisition/Modifications |                  |                  |                  |               |               |
| FF&E                               |                  |                  | \$ 972,748.00    |               |               |
| Public Infrastructure              | \$ 5,578,972.00  | \$ 993,500.00    | \$ 993,500.00    |               |               |
| Other Investments                  | \$ 40,000.00     |                  |                  |               |               |
| <b>Total Capital Investment</b>    | \$ 12,736,122.00 | \$ 20,970,703.00 | \$ 29,434,902.00 | \$ 0.00       | \$ 0.00       |
| <b>Taxable Value</b>               | \$ 4,620,000.00  | \$ 4,620,000.00  | \$ 57,227,755.00 |               |               |

### **Job Creation**

How many full-time jobs will be created as a result of this project? 35 Part-time? 40

### **Project Funding**

How will this project be funded? If there are multiple funding sources, please provide a sources and uses table. Include any public funds that have been or may be received.

Has project funding been approved? ☐ Yes ☒ No

If not, please describe the process required and estimated timeframe.

Once the applicant receives entitlements (including the County/City approving the SSRC) and approval from FEMA and the Corp. of Engineers, debt and equity will be secured within 120 days.

Applicant has an extensive development history in the Olympia neighbor and is negotiating financing with both local and national capital partners.

Have any other incentives been applied for or approved for the project outside of the Commercial Development Program? If yes, please describe.

Applicant will apply for Abandon Building (AB) credits to help (partially) defray the significant on-site (cure) costs.

- import dirt/fill; remediate contaminated, organic/alluvial soils; relocate water, sewer, electric and re-route stream.



**Project Impact**

In addition to property tax, describe other taxes that will be paid by the development:

| Applicable Tax       | Estimated Annual Amount |
|----------------------|-------------------------|
| Hospitality Tax      | \$ 78,000.00            |
| Accommodations Tax   |                         |
| Admissions Tax       |                         |
| Sales Tax            | \$ 378,000.00           |
| Business License Fee | \$ 16,089.00            |
| Other:               |                         |

Describe any other revenue that will be generated by the project that will benefit the local community:

The Ballpark development will be home to approximately 700 residents and will attract hundreds of shoppers and diners daily.

The Ballpark will generate substantial water and sewer fees and will stimulate additional development (and taxes) along Assembly Street.

With the Base Flood Elevation (BFE) being lowered by approx. 4ft., Richland County residents, living in Olympia, should see property values increase.

Flooding will be reduced at Richland County's Olympia Park so park-goers can more fully enjoy the park throughout the year.

Jeff Ruble  
 Director  
 Economic Development  
 1201 Main Street, Suite 910  
 Columbia, SC 29201

Dear Mr. Ruble,

Thank you for the opportunity to present The Ballpark development to the Economic Development Committee of the Richland County Council. We have included (via email and in our drop box) our completed application for property tax incentives as well as the project description (narrative) and exhibits (Project Budget, Public Improvement Budget, Sources & Uses, Plans etc.).

In early August, the Planning Commission approved our annexation and rezoning request and, on September 10<sup>th</sup>, we will present our site plan to the Commission and the Board of Zoning Appeals. You will notice (in the exhibits) we are revising our site plan to incorporate valuable urban design suggestions from the City's planning staff. We will send to you our updated plan next week. In the meantime, we have included a draft of the revised plan.

The Ballpark development offers many benefits for Richland County citizens and to the neighborhoods surrounding the Old Bombers Stadium site. This development will fill a need in the community by providing 310 market-rate apartment units and retail to serve both residents needs and those of the Olympia, Granby, and Rosewood Communities. The Ballpark will provide recent graduates with an attractive, affordable place to live and can thereby help to retain our local talent. It helps to spread the cost of infrastructure like schools cost over more households. The 20,000 square feet of retail will be the largest concentration of retail space walkable to residents of the Olympia and Granby communities.

Moreover, the improvements (described below) will prevent Richland County's Olympia Park from flooding, increased public safety, and with the future greenway connection, make it more usable for residents.

The Ballpark also will dramatically increase the tax base on this property since two of the property owners, the City of Columbia and Dominion, appear to be tax-exempt entities.

**Rocky Branch Creek Flooding (Olympia Park) and Stream Restoration:**

1. A proposed culvert replacement at Olympia Ave. will lower the flood elevations to contain the 100-year storm event within the banks, significantly increasing velocity and bank stress on this portion of the Rocky Branch. The goals of the proposed stream restoration actions are to reduce bank erosion by preventing the formation of head cuts in areas of a steep slope, reducing sheer stress and increasing riparian vegetation an improving stream habitat.
2. The proposed work will not only reduce the 100-year flood elevation but also the 2, 10, 25, and 50-year flood elevations as well. The BSE base flood elevation will be lowered by roughly 4f feet preventing flooding of Okhympia Park amonth other benefits.

3. The flood mitigation and Olympia Park stream restoration work will affect nearly 2,500 linear feet of Rocky Branch from the project site to the Vulcan Mine.
4. The corridor of Assembly Street between Whaley Street and Rosewood Drive will be resurfaced and repainted. Lanes will be reconfigured to better suit the needs of the traffic along Assembly Street by providing new turn lanes to prepare for a new stoplight at Ferguson Street. This will allow residents of the Olympia and Granby neighborhoods safe access on and off Assembly Street.

#### **Assembly Street Enhancements:**

1. The corridor of Assembly Street between Whaley Street and Rosewood Drive will be resurfaced and repainted. Lanes will be reconfigured to better suit the needs of the traffic along Assembly Street by providing new turn lanes to prepare for a new stoplight at Ferguson Street. This will allow residents of the Olympia and Granby neighborhoods safe access on and off of Assembly Street.
2. Offsite Sidewalk Connectivity: The Assembly offsite walk sketch model shows how sidewalks could be constructed from Ferguson Street up to existing sidewalks at Whaley and Assembly Street. To accomplish this connection to Ferguson Street, culverts containing the Rocky Branch creek that travels under Assembly Street must be extended to allow the sidewalk construction. Easements must be acquired, and approval granted by the Department of Transportation.

#### **Other Project Benefits:**

1. **Greenway to Olympia Park** – The City has the right to require Ballpark LLC to match the City's funding up to **\$250,000** of the cost of the Greenway to Olympia Park.
2. Fund **\$60,000 to Historic Columbia** for a documentary of Capital City Stadium and a "last tour" event to take place before demolition of the structure.
3. There will be a Bus Stop at the property on by a proposed traffic light at Assembly and Ferguson.
4. Ballpark LLC defrays the cost for the stadium security until demolition.

We look forward to delivering these benefits to Richland County and to its citizens.

Regards,



Andrew Weddle  
Ballpark LLC



# The Ballpark

August 29, 2019

## Physical Description of the Project

The Ballpark project consists of 17.5 acres of redevelopment, including 6 new multi-family residential buildings, 1 of which is mixed-use residential and commercial retail, and various public amenities. These amenities include an estimated \$500,000 pool house and pump room, a 5,000 sf pool, a 10,000 sf pool deck, 7,800 sf leasing office and clubhouse, 20,000 sf of retail, half court basketball, bicycle parking, 12,000 sf outdoor shared-use retail plaza, over 35,000 sf of open multi-purpose green space, over 5,000 linear feet of sidewalk connectivity through and around the site, structured pedestrian bridge connection to Assembly Street, 60,000 sf of restored streamway, signalization of the Ferguson-Assembly intersection, and restructuring traffic patterns adjacent to the site.

The site lies on the west side of and fronts on Assembly Street to which there is a primary pedestrian connection. Required as part of this development are extensive right-of-way improvements to Assembly Street, Ferguson Street and Dreyfus Road, the majority of which centers around signalizing the intersection at Ferguson and subsequent resurfacing and restriping of Assembly Street from Rosewood Avenue to Whaley Street. As part of these offsite improvements, and in part to serve the traffic expected from this site, a multimodal pedestrian path is proposed for the frontage of the site that is intended to serve walking and bicycle traffic. A portion of this pathway is intended to continue past this site along the west side of Assembly Street to connect to neighboring residential and retail developments as well as the University of South Carolina. This pathway involves a railroad crossing and a dedicated pedestrian bridge spanning Rocky Branch. Additionally, the multimodal pathway proposed in front of the development is meant to act as an extension of and traffic generator for a proposed greenway trail along Rocky Branch which is funded jointly by the developer and the City of Columbia and which will serve the neighboring residential communities. Finally, the developer has committed to working with The Comet and the University of South Carolina shuttle service to introduce a new stop at this site for their respective routes.

*Building 1: 154,400 sf (4-story)*

*Building 2: 130,800 sf (4-story)*

*Building 3: 134,800 sf (4-story)*

*Building 4: 24,400 sf (2-story)*

*Building 5: 29,000 sf (2-story)*

*Building 6: 29,000 sf (2-story)*

*(See site plans and most recent renderings in Exhibits)*

## Proposed Public Infrastructure Improvement

### Olympia Park Stream Restoration & Flood Mitigation Work

#### EPC INVOLVEMENT – Restoration of Olympia Park & Wetlands Mitigation

Environmental Permitting Consultants, Inc. (EPC) was contracted by the Kroger Company to prepare a Section 404/401 permit application for the relocation of a tributary of Rocky Branch located on the baseball field site. This relocation was related to a primarily commercial development project proposed for this site.

As part of the permit application, EPC was also tasked to prepare a compensatory mitigation plan to offset impacts associated with the development. As work was needed in Rocky Branch in order to meet certain FEMA requirements, EPC recommended that an Applicant Responsible Mitigation Plan (ARMP) be developed that allowed stream restoration credits to be obtained from the work proposed in Rocky Branch at Olympia Park. This stream restoration work would also help in lowering the flood levels at the development site per the FEMA requirements.

The stream restoration credits derived from the work in Olympia Park were enough to offset the stream credits required by about 50%. The additional credits were proposed to be made up by preserving a stream and riparian buffer area associated with Griffins Creek in the same drainage as the development site.

After Kroger decided not to develop the South Assembly Street site, W-REI took over the project. In January 2019, W-REI contacted EPC to revise the Section 404/401 permit application and mitigation plans. The permit needed to be revised due to the change in use going from mostly commercial to mostly residential. EPC is in the process of preparing the revised application and ARMP for the Corps review.

Stream Restoration Associated with this project will:

- Improve/enhance 947 linear feet of Rocky Branch within Olympia Park
- Increase instream and riparian habitat diversity by installing structures and planting banks with native species
- Provide more opportunity to connect park visitors with the stream and riparian areas by creating rock outcroppings.
- The relocated stream channel will provide ecological uplift by connecting the water column with sediment bed materials allowing for populations of benthic macroinvertebrates to flourish (the current channel has a concrete bottom).
- This area is slightly downstream of the project area and begins at the outfall of the RR grade, flows for approximately 947 linear feet through Olympia Park to the culvert that runs under Olympia Ave. This reach has down cut and is widening as shown in the enclosed pictures A proposed culvert replacement at Olympia Ave. will lower the flood elevations to contain the 100-year storm event within the banks, significantly increasing



velocity and bank stress on this portion of the Rocky Branch. The goals of the proposed stream restoration actions are to reduce bank erosion by preventing the formation of head cuts in areas of the steep slope, reducing sheer stress and increasing riparian vegetation an improving stream habitat.

Activities along Rocky Branch, in association with the commercial development, include the:

1. Addition of a 72" culvert at the RR grade immediately upstream of Olympia Park
2. Replacement of the existing Olympia Ave. culvert with a 40' culvert (estimated) to alleviate backwater conditions along Rocky Branch
3. Removal of accumulated sediments within Rocky Branch downstream of Olympia Ave.
4. Removal of an abandoned RR trestle and retaining wall downstream of Olympia Ave. generally behind Granby Mill

The flood mitigation and Olympia Park stream restoration work will affect nearly 2,500 linear feet of Rocky Branch from the project site to the Vulcan Mine. In May 2016, the City of Columbia made available the Rocky Branch Watershed assessment. The plan identified increasing flow capacity at the RR grade, replacement of the Olympia Ave. culvert, and removal of abandoned RR trestle and retaining wall as priorities for the sub-watersheds encompassing the projects area and the Vulcan site.

The proposed work will reduce not only the 100-year flood elevation but also the 2, 10, 25, and 50-year flood elevation. The BSE base flood elevation will be lowered by roughly 4ft. upstream of Bluff Road and by a lesser amount along the segment, except the area next to Vulcan.

*(See Preliminary Flood Budget)*

## Multi-Modal Enhancements:

### Assembly Street Road Improvements:

The corridor of Assembly Street between Whaley Street and Rosewood Drive will be resurfaced and repainted. Lanes will be reconfigured to better suit the needs of the traffic along Assembly Street by providing new turn lanes to prepare for a new stoplight at Ferguson Street. This reconfiguration will allow residents of the Olympia and Granby neighborhoods safe access on and off of Assembly Street.

*(See Assembly Street Resurfacing Concept)*

#### Sidewalk Connectivity:

The Assembly offsite walk sketch model shows how sidewalks could be constructed from Ferguson Street up to existing sidewalks at Whaley and Assembly Street. In order to accomplish this, the culverts containing the Rocky Branch creek that travels under Assembly Street must be extended to allow the sidewalk construction. Easements must be acquired and approval granted by the Department of Transportation.

*(See Assembly offsite walk sketch model)*

Sidewalks will further be extended in front of the Ballpark Development providing a multi-modal path built to accommodate both pedestrians and cyclists. Landscaping will be provided including grass and trees to create a linear park complete with the daylighting of an unobstructed tributary to the Rocky Branch.

### Addressing Needs of the Community

The project will dramatically transform 17 ½ acres of nonproductive land into a vibrant center of an urban mixed use of residential and retail. While large scale box retail was deemed to be unfeasible by other developers, the 20,000 square feet of retail will be the largest concentration of retail space walkable to residents of the Olympia and Granby communities. This retail center will fill the needs of both new residents as well as the surrounding neighborhoods.

By completing the improvements above including flood work, increasing connectivity, and providing accessible retail, the development will fill a need in the community by providing housing aimed at the young workforce of Richland County and also retail to serve both their needs and those of the Olympia, Granby and Rosewood Communities.

According to Cushman and Wakefield's 4<sup>th</sup> Quarter 2018 Market Insight, there will be 7,300 new renter households in the Columbia area by 2023. However, there are only 1,250 new rental units planned or under construction that will be able to meet that need. Columbia's strong job growth, which increased by 6,500 new jobs from the 4<sup>th</sup> quarter of 2017 to the 4<sup>th</sup> quarter of 2018, further demonstrates the increasing demand in the Columbia market. Many of these jobs are coming to the center areas of the community. Whether this job growth is due to the development of the Pineview Industrial Park, or new firms spun out of the University of South Carolina, demand for housing near the city center is the highest in Richland County.

## Catalyst for Growth

The multimodal pathway proposed in front of the development is meant to act as an extension of and traffic generator for a proposed greenway trail along Rocky Branch which is funded jointly by the Developer, City of Columbia, and Richland County, and will serve the neighboring residential communities. Further, the developer has committed to work with the Comet and the University of South Carolina shuttle service to introduce a news stop at this site for their respective routes.

## Consistent with the Comprehensive Plan

The Ballpark Project has many consistencies with the Comprehensive Plan. The Land Use Element goals include urban and suburban infill projects, moderate to high density mixed used developments and are consistent with the project. The project is a mixed-use development with pedestrian, bicycle, and public transit linkages which are a goals of the Transportation Element. We are consistent with the Collaboration and Parks Element with the flood work that impacts Olympia Park. The public benefit of the stream restoration and flood abatement are consistent with the Natural Resource Element as is our contribution to the Greenway in the purchase contract. Our project is consistent with aspects of the Housing Element such as living and working in the same area. The project has consistency with important goals of the Population Element with residential infill.

## Experience and Financial Wherewithal

*See company information included at the end of this narrative*

Andrew Weddle and members of the WREI team have partnered with high-net individuals, family offices and national real estate funds to develop more than 820 best-in-class apartment homes (similar to the proposed Ballpark apartments) and several notable first-class office buildings. Weddle has been a visionary and partner with PMC (Philadelphia Management), Dave Douglas (Douglas Development, Aynor, SC), CA Ventures (Chicago) and other regional developers to build apartments valued at \$175,000,000 and office buildings valued at \$100,000,000.

Below is a partial list of WREI-sponsored developments:

Olympia & Granby Mills, 346 units; Columbia, SC (Partner)

Kerr Station Lofts, 150 units; Wilmington, NC (Partner) - similar design to that of the Ballpark

Progress 910, 168 units; Wilmington, NC (Partner)

Progress 405, 156 units; Stillwater, OK (Partner)

TD Operations Center, 100,000sf; Lexington, SC (Partner)

TD Bank Building, 148,000sf; Columbia, SC (Partner)

## Improvements and schedule

If we are granted the approvals necessary to move forward in an ideal timeline, we anticipate that we will purchase all of the required property by the Spring of 2020. These approvals must include approval by Richland County, the City of Columbia for tax abatement, zoning, and design concept as well as FEMA and the Corps of Engineers. Each of these approvals is required for the project to proceed - easements, flood waivers, base flood elevation increase, jurisdictional agreement (county to oversee channel excavation behind Olympia Mill - in the limits). We will immediately begin work on both the flood abatement work and other public improvements during the Summer of 2020 and expect to complete the flood mitigation work in the Spring of 2021. We expect that to start the project's site work and vertical construction in the Winter of 2020 and be ready for occupancy by the Spring of 2022.



# WEDDLE

REAL ESTATE INVESTMENTS



## ABOUT US

At Weddle Real Estate Investments, we spearhead commercial real estate projects to improve communities and reward investors with strong returns. Our financial savvy, rigorous approach, and wealth of experience allow us to consistently deliver. We focus on developing high-quality multifamily and student housing properties in growing cities, helping your investment and the communities in which we work to reach their full potential.



## LEADERSHIP



**EMAIL**  
aweddle@w-rei.com

**PHONE**  
(415) 987.4585

### Andrew Weddle // Principal/Managing Director

Andrew Weddle has strong ties to Columbia, South Carolina and is excited to work on another project in the growing city. He completed undergraduate studies at the University of South Carolina, graduating with honors, and began his career with Columbia based Edens & Avant.

After earning an M.B.A. in real estate finance from the Wharton School at the University of Pennsylvania, Andrew led a team of mortgage acquisition specialists in the Palm Beach, Florida office of Ocwen Financial. He later served as the managing director and was a partner of Diversified Development, Inc. (DDI), a Columbia based developer of office and industrial properties in North and South Carolina. At DDI, he acquired a distressed, mostly vacant office park (Westpark Office Park) and formulated a strategy to generate significant development demand to revitalize the park.

Later, Andrew was instrumental in the redevelopment of the historic Olympia Mill Village, in downtown Columbia, SC. As managing member of Olympia Partners, he purchased 100% ownership of the Mills and implemented his adaptive reuse vision of the 100-year-old Granby and Olympia mills into loft apartments valued at \$80 million.

Andrew is a partner in Progress Student Living, a company founded by Dave Douglas (Douglas Development of Aynor, SC), a well-respected and prolific developer of affordable housing. Weddle was also a principal of HighBridge Properties in San Francisco.

Andrew holds a South Carolina real estate license with Al Saad of A.L. Saad & Companies.



**EMAIL**  
jcshine@w-rei.com

**PHONE**  
(803) 315.8869

### James C. "Jim" Shine // Partner/Managing Director

Jim Shine has 18 years of real estate development experience in Columbia, S.C. Like principal Andrew Weddle, he played a key role in the redevelopment of the historic Olympia Mill Village. He helped build community support for the project and secured the requisite entitlements to develop the sites.

Jim's background includes 30 years in city, county, state, and federal government as a public administrator and criminal justice system executive. He has served as Deputy State Director for the South Carolina Department of Social Services, First Deputy Commissioner for the City of New York Department of Corrections, and First Deputy Commissioner for the City of New York Department of Probation. Jim was the first director of the American Prosecutors Research Institute. He was also Executive Assistant & Special Counsel and Acting Deputy Associate Administrator, in the Office of Juvenile Justice and Delinquency Prevention (OJJDP) of the Law Enforcement Assistance Administration (LEAA) in the US Department of Justice.

Jim holds a J.D. from the University of California, Hastings College of Law; an MPA from the John F. Kennedy School of Government at Harvard University; and a B.A. in political science from the University of California, Berkeley. He Also holds a real estate license in South Carolina.





## OUR WORK



### TD Bank Building // Columbia, SC

As a principal from Weddle Real Estate Investments, Andrew played a key role in this project which laid the groundwork for Columbia's Main Street revitalization. The property, once a vacant Belk department store, was redeveloped through a public private partnership with the City of Columbia. Now a core part of Columbia's Main Street district, its primary tenants are TD Bank (formerly Columbia First Bank) and the Adams Reese LP law firm.

Serving as a consultant to the developer, Foster Saad, Weddle helped evaluate the feasibility of the development, re-engineer the plans to improve the project's economics, and negotiate leases for inaugural tenants. He also helped raise investor equity and secured senior and mezzanine debt to capitalize the development.



## OUR WORK



### **TD Bank Technology and Operations Center // Lexington, SC**

As a principal from Weddle Real Estate Investments, Andrew played a key role in this project which laid the groundwork for Columbia's Main Street revitalization. The property, once a vacant Belk department store, was redeveloped through a public private partnership with the City of Columbia. Now a core part of Columbia's Main Street district, its primary tenants are TD Bank (formerly Columbia First Bank) and the Adams Reese LP law firm.

Serving as a consultant to the developer, Foster Saad, Weddle helped evaluate the feasibility of the development, re-engineer the plans to improve the project's economics, and negotiate leases for inaugural tenants. He also helped raise investor equity and secured senior and mezzanine debt to capitalize the development.





## OUR WORK



### Olympia and Granby Mills // Columbia, SC

This adaptive re-use project retained the historic, red-brick facades of these century old textile mills in downtown Columbia, S.C. Completed in 2005, Granby Mill is home to 146 luxury apartments. Olympia Mill, completed in 2006, houses another 200 luxury rental units. Both properties cater primarily to students of the University of South Carolina.

Andrew and Jim acquired the mills with the intent of redeveloping them for residential use, initiated and oversaw predevelopment activities, and obtained the requisite entitlements for construction. The Weddle Real Estate Investments team successfully re-routed 600 quarry trucks that roared in front of the Mills every day. Shine and Weddle worked with the Governor's office to create a fee-in-lieu solution to fund an alternate road within Vulcan Materials property and out of the Olympia neighborhood.

With help of his longtime friend and former professor, Dr. Peter Linneman, Andrew sold the Mills to principals of PMC, a pioneer in redevelopment projects across the United States. PMC's leaders shared Jim and Andrew's vision and saw the Mill project as a catalyst for transforming a long-neglected industrial area into a thriving residential neighborhood.



## OUR WORK



### Progress 910 // Wilmington, NC

As a partner in the Progress Student Living joint venture, Weddle Real Estate Investment's Andrew Weddle helped develop Progress 910, a 168-unit student-housing community near the University of North Carolina Wilmington. He played a lead role in acquiring the site, structuring a complex 70-year ground lease, securing entitlements, and ensuring construction was completed on time and on budget. He also, worked with local government agencies and community leaders to build support for the project.

Progress 910 consists of three four-story residential buildings located on a 16-acre site near the main entrance to the UNCW campus. It is the first off-campus student-housing community in Wilmington with four-bedroom apartment suites. Property amenities include an outdoor, resort-style pool with poolside cabanas; a 24-hour, state-of-the-art fitness center; an activity room with a fireplace, lounge areas, and billiards and ping-pong tables; and a secluded cybercafé and study lounge.





## OUR WORK



### Kerr Station Lofts // Wilmington, NC

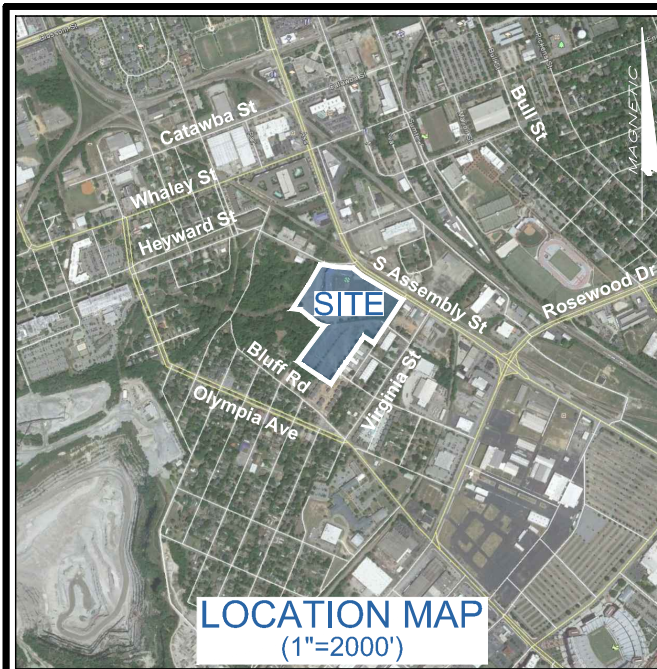
On January 8, 2019, Andrew Weddle and Jim Shine delivered the final iteration of a fully entitled student housing site called Kerr Station Lofts. Sited on 9.29 acres, Kerr Station Lofts is conditionally zoned to house 5,000 square feet of commercial space, 120 multifamily dwelling units, and 31 townhomes. The site is minutes away from the campus of the University of North Carolina Wilmington and features a total of 495 beds.

Weddle Real Estate Investment's unique mix of three and four story buildings surrounded by 2-story townhomes provides residents with a variety of floor plans while increasing tenant retention and long-term occupancy.

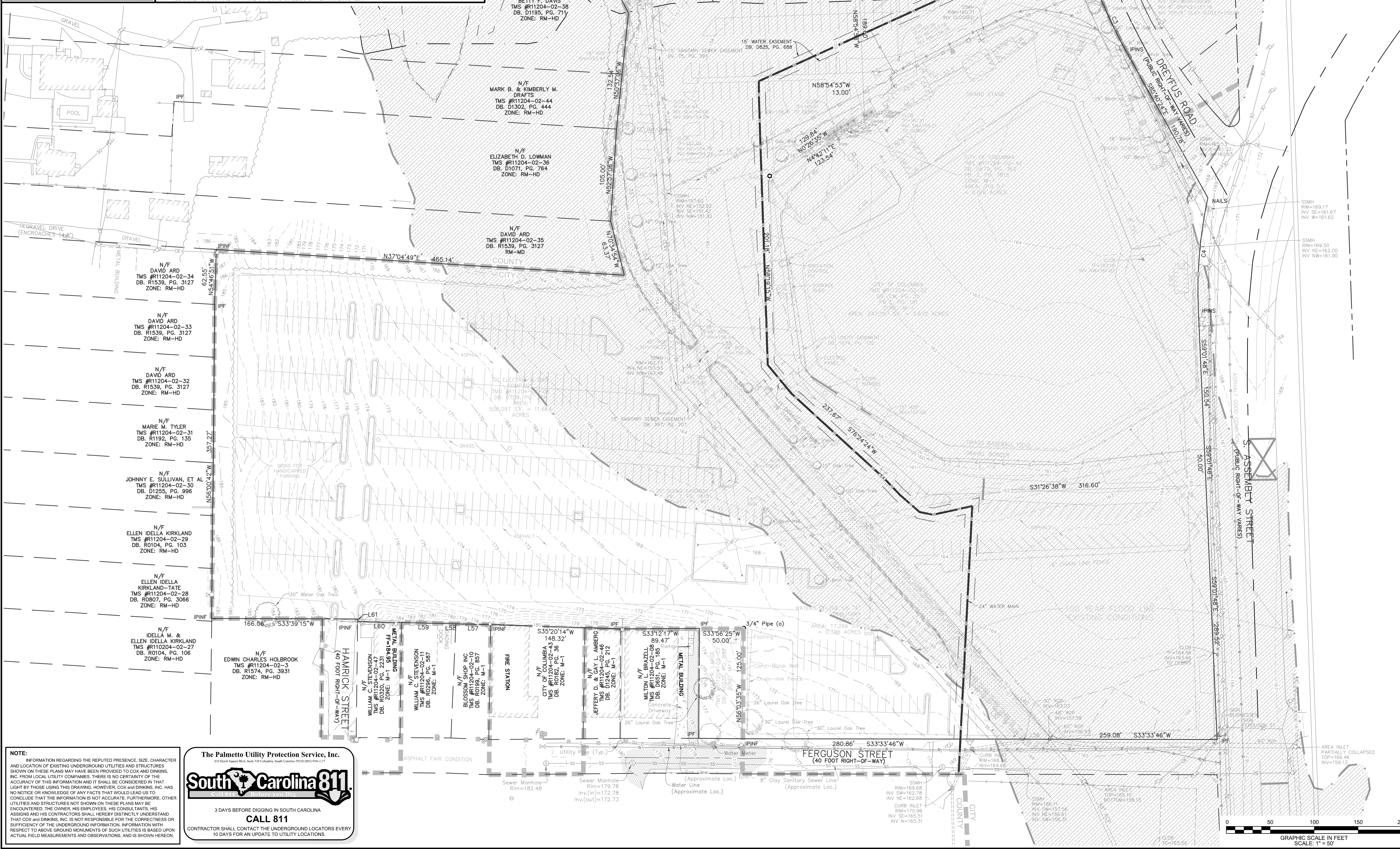
Weddle and Shine successfully navigated many development challenges including assembling 6 separate parcels, de-tenanting a 60,000sf shopping center, managing nearby environmental contamination, developing a new city road connection for more efficient egress/ingress, and fully rezoning the property to allow for height and density increases.

Weddle Real Estate Investments tapped CA Ventures as its development partner. Construction begins in March 2019.





- REFERENCES:**
1. ALTAINSPS LAND TITLE SURVEY PREPARED FOR PROPERTY OF: CITY OF COLUMBIA, SC ELECTRIC & GAS COMPANY, BY SURVEY MATTERS, LLC., DATED NOVEMBER 21, 2018.
  2. ROCKY BRANCH CLOMR STUDY, BY PACE ENGINEERING CONSULTANTS, INC., DATED AUGUST 18, 2016.
- GENERAL NOTES:**
1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCEL TMS# 11204-02-02, 06, 07 & 42.
  2. TOTAL AREA OF SUBJECT PROPERTY IS 17.5 ACRES.
  3. ZONING OF THE SUBJECT PARCEL TMS# 11204-02-02, 06, 07, & 42 IS "M-1", PROPOSED ZONING SHALL BE "MX-1".
  4. IT IS INTENDED THAT PARCEL TMS# 11204-02-07 SHALL BE ANNEXED INTO CITY OF COLUMBIA UNDER ZONING CLASSIFICATION "MX-1".
  5. CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
  6. THIS PROPERTY IS PARTIALLY LOCATED IN FLOOD ZONE AE PER FLOOD INSURANCE RATE MAP NUMBER 45079C0357L, REVISED 12/21/2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
  7. 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.
  8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECTMOST UP-TO-DATE PLANS AVAILABLE.
  9. ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
  10. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



**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, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS 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 330 Columbia, South Carolina 29201 (803) 799-1117

**South Carolina 811**

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA  
**CALL 811**

CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATIONS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

**COX AND DINKINS**  
ENGINEERS - SURVEYORS

COX AND DINKINS, INC.  
724 BELTLINE BLVD.  
COLUMBIA, SC 29205  
803-254-0518  
Fax: 803-765-0993  
Email: cdino@coxanddinkins.com

**REGISTERED PROFESSIONAL ENGINEER**  
No. 14890

**CERTIFICATE OF AUTHORIZATION SEAL**

| REVISIONS | DESCRIPTION |
|-----------|-------------|
| No.       | DATE        |

PRIMARY PERMITTEE:  
**WREI**  
**ANDREW WEDDLE**  
105 MCGREGOR DRIVE  
STAMFORD, CT 06902  
(415) 987-4585  
email: aweddle@w-rei.com

**"THE BALLPARK"**  
PROJECT:  
LOCATED IN COLUMBIA  
RICHLAND COUNTY, SOUTH CAROLINA

**EXISTING CONDITIONS**

TMS 11204-02-02, 06, 07, & 42  
BOOK N/A  
SHEET NO. N/A  
PROJECT NO. 2115  
DATE 8/30/2019

**C1 of 3**





- REFERENCES:**
1. ALTA/NSPS LAND TITLE SURVEY PREPARED FOR PROPERTY OF: CITY OF COLUMBIA, SC ELECTRIC & GAS COMPANY, BY SURVEY MATTERS, LLC., DATED NOVEMBER 21, 2018.
  2. ROCKY BRANCH CLOMR STUDY, BY PACE ENGINEERING CONSULTANTS, INC., DATED AUGUST 18, 2016.
- GENERAL NOTES:**
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  10. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

**BUILDING DATA:**

|                                    |                                                       |
|------------------------------------|-------------------------------------------------------|
| Building #1: 38,800 SF floor plate | - 154,400 aggregate building SF                       |
| Building #2: 29,750 SF floor plate | - 119,000 aggregate building SF                       |
| Building #3: 33,700 SF floor plate | - 134,800 aggregate building SF                       |
| Building #4: 12,200 SF floor plate | - 24,400 aggregate building SF                        |
| Building #5: 14,500 SF floor plate | - 29,000 aggregate building SF                        |
| Building #6: 14,500 SF floor plate | - 29,000 aggregate building SF                        |
| Total                              | 130,150 SF floorplate - 490,600 aggregate building SF |

**4-STORY BUILDING TOTALS:** 428,000 SF  
267 units, 601 beds  
40 1-bedrooms  
120 2-bedrooms  
107 3-bedrooms

**2-STORY COTTAGES TOTALS:** 87,000 SF  
43 units, 108 beds  
21 2-bedrooms  
22 3-bedrooms

**APPROXIMATE UNIT MIX:**  
40 - 1-bedroom units - 13%  
141 - 2-bedroom units - 45%  
129 - 3-bedroom units - 42%

**TOTALS:**  
310 units  
709 beds

**RETAIL:**  
20,000 GROSS SF

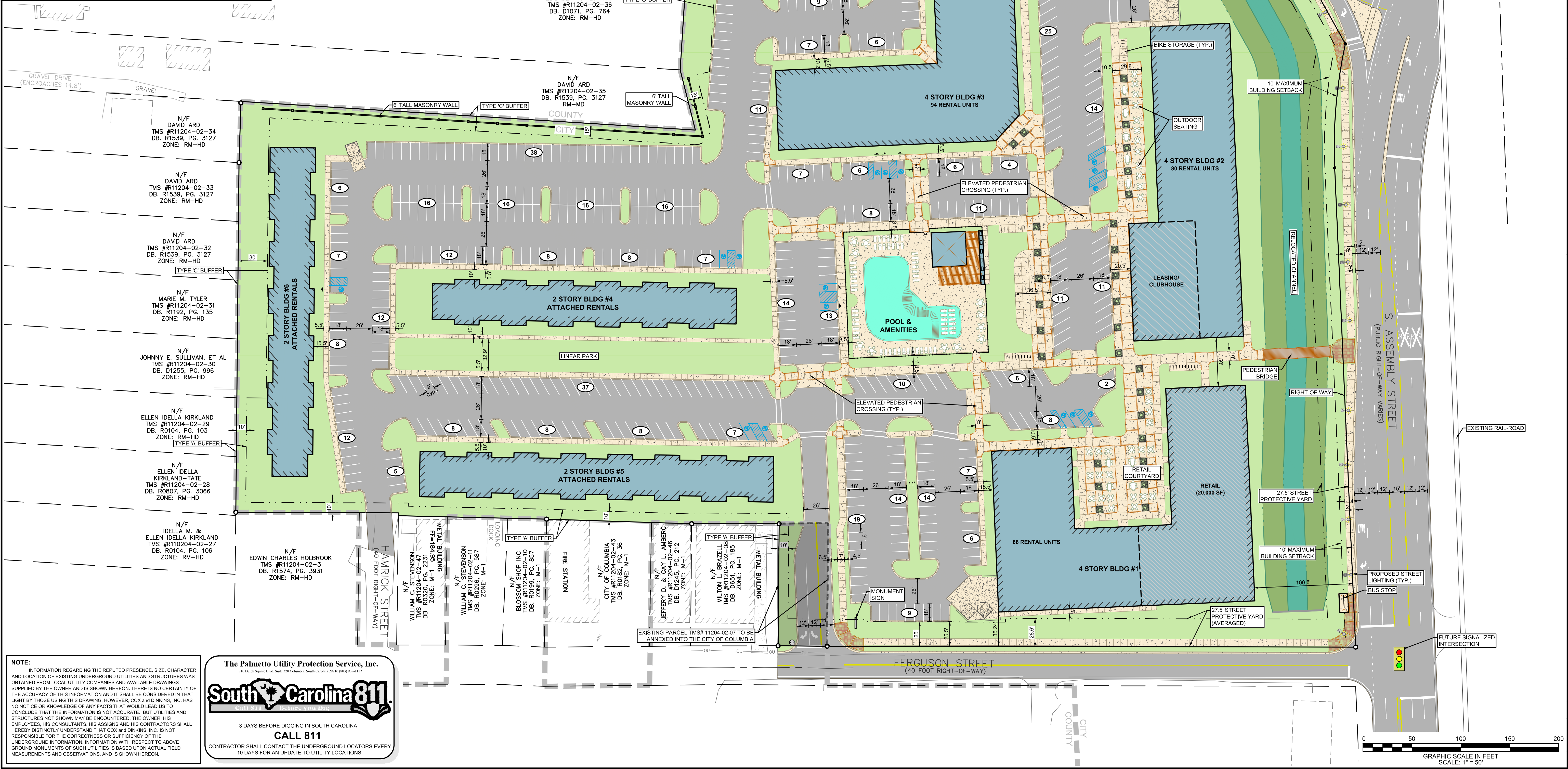
**PARKING DATA**

**VEHICULAR PARKING REQUIRED**  
(1.75 Vehicular spaces per 1 bedroom unit) 1.75 x 40(1 bedroom units) = 70 required  
(2 Vehicular spaces per 2 bedroom units) 2 x 141(2 bedroom units) = 282 required  
(2 Vehicular spaces per 3 bedroom units) 2 x 129(3 bedroom units) = 258 required  
20,000 SF retail @ 3.3 spaces/1000 SF = 66 required  
TOTAL REQUIRED = 676 spaces

**VEHICULAR PARKING PROVIDED**  
ACCESSIBLE SPACES = 16  
COMPACT SPACES (8'x18') = 430  
STANDARD SPACES (9'x18') = 63  
TOTAL = 689 spaces provided

**ZONING NOTE:**  
Existing zoning of subject parcels tms# 11204-02-02, 06, 07, & 42 is "M-1".  
Proposed zoning for subject parcels TMS# 11204-02-02, 06, 07, & 42 shall be "MX-1".

**SCDOT NOTE:**  
THE IMPROVEMENTS SHOWN IN DREYFUS ROAD, S. ASSEMBLY STREET, AND FERGUSON STREET ARE BASED ON SKETCHES PROVIDED BY KIMLEY HORN AND ARE SUBJECT TO CHANGE PER SCDOT REVIEW AND APPROVAL.



**NOTE:**  
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES WAS OBTAINED FROM LOCAL UTILITY COMPANIES AND AVAILABLE DRAWINGS SUPPLIED BY THE OWNER AND IS SHOWN HEREON. 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. BUT UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS AGENTS AND HIS 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 100 Columbia, South Carolina 29201 (803) 996-1177

**South Carolina 811**

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA  
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**COX AND DINKINS**  
ENGINEERS - SURVEYORS

COX AND DINKINS, INC.  
724 BELTLINE BLVD.  
COLUMBIA, SC 29205  
803-254-0518  
Fax: 803-765-0993  
Email: cdino@coxanddinkins.com

REGISTERED PROFESSIONAL ENGINEER  
No. 14890

COX AND DINKINS, INC.  
No. C00294

| REVISIONS |             |
|-----------|-------------|
| NO.       | DESCRIPTION |
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PRIMARY PERMITTEE:  
WREI  
ANDREW WEDDLE  
105 MCGREGOR DRIVE  
STAMFORD, CT 06902  
(415) 987-4585  
email: aweddle@w-rei.com

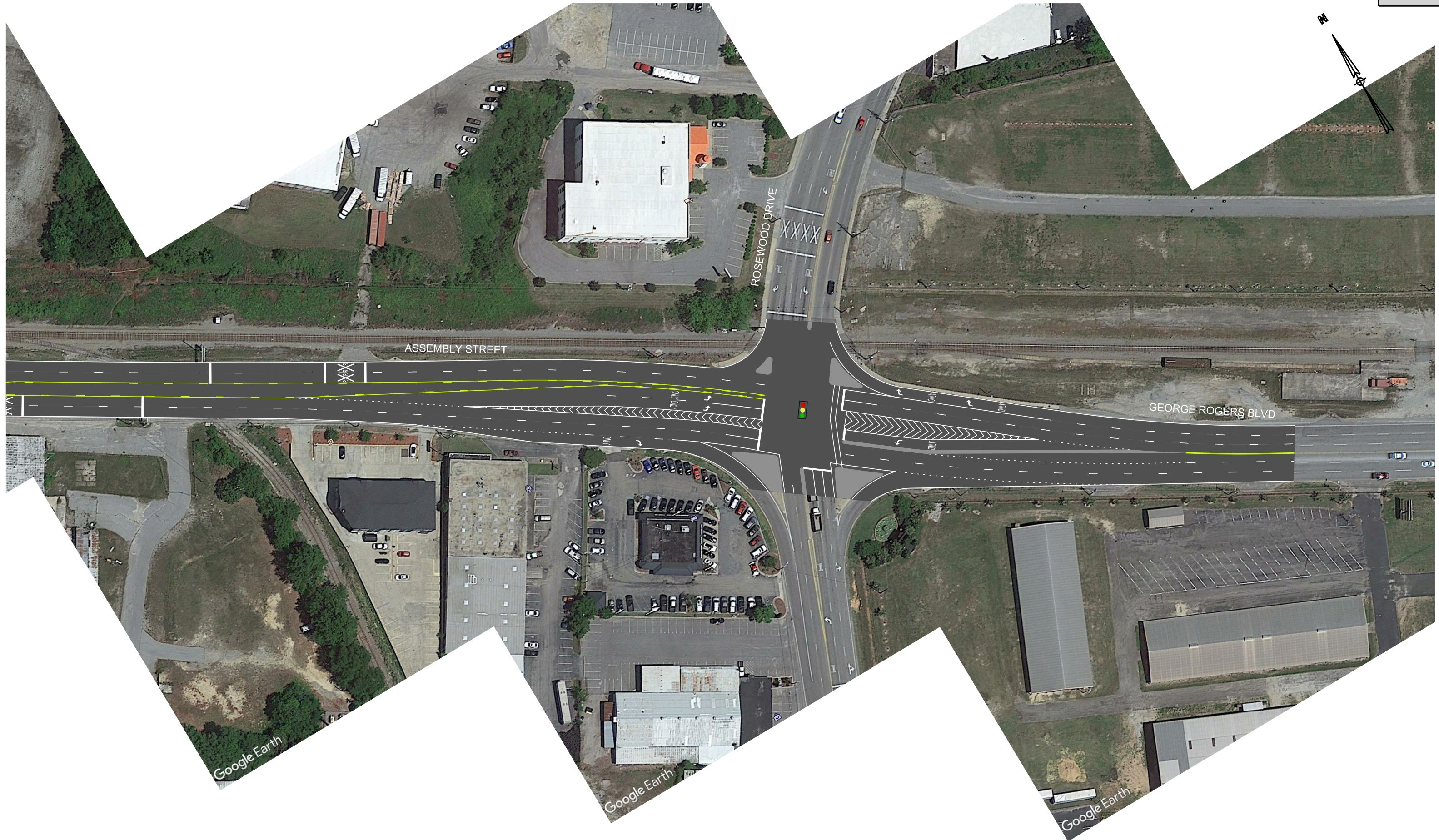
**"THE BALLPARK"**  
PROJECT:  
LOCATED IN COLUMBIA  
RICHLAND COUNTY, SOUTH CAROLINA  
**SITE PLAN**

|             |                           |
|-------------|---------------------------|
| TMS         | 11204-02-02, 06, 07, & 42 |
| BOOK        | N/A                       |
| SF NO.      | N/A                       |
| PROJECT NO. | 2115                      |
| DATE        | 8/30/2019                 |
| SHEET NO.   | C2 of 3                   |





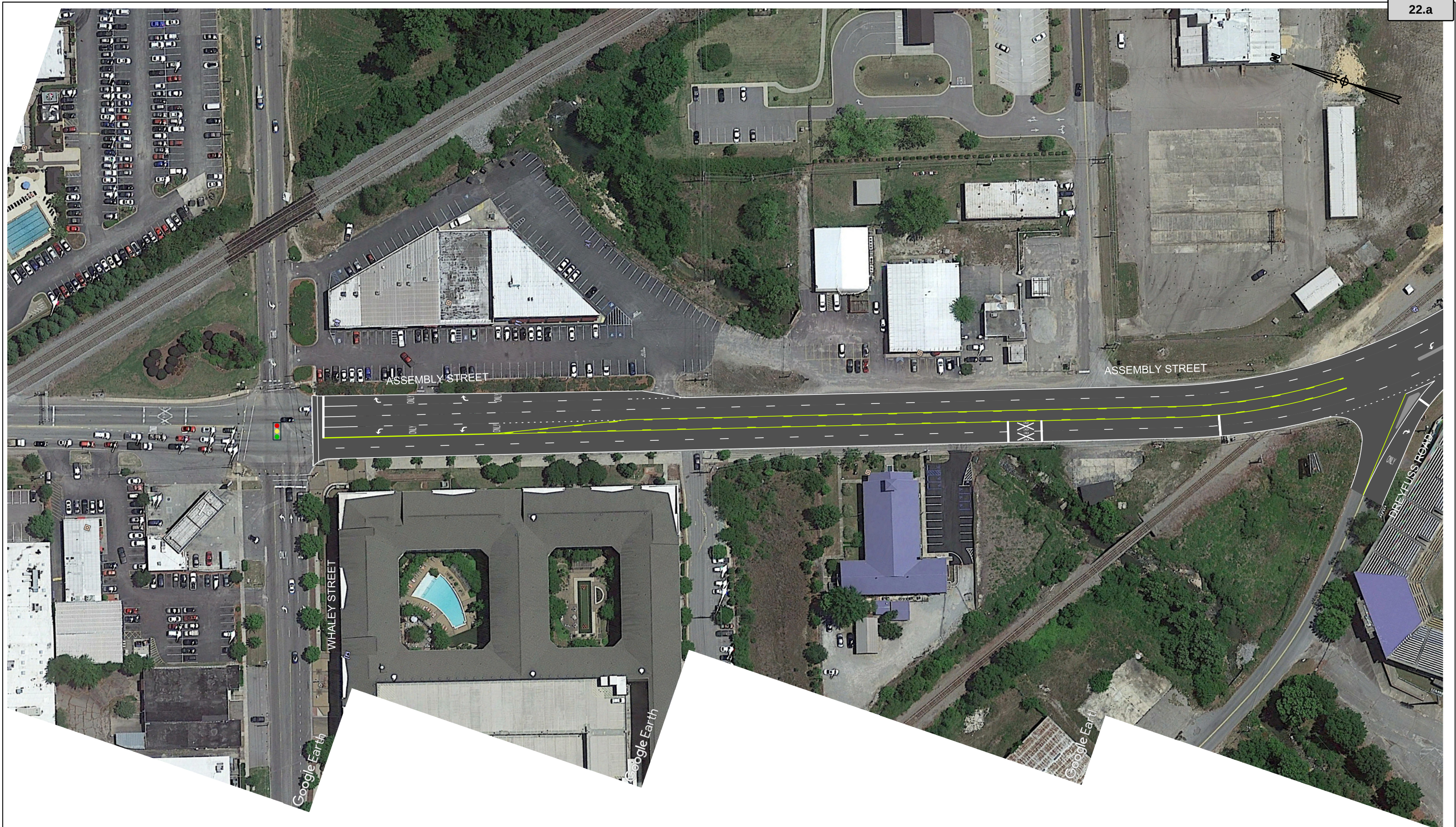


















| Preliminary Budget -- Ballpark Mixed-Use Development                                              |                  |
|---------------------------------------------------------------------------------------------------|------------------|
| Rocky Branch Flood Mitigation & Olympia Park Stream Restoration                                   |                  |
| <b>Engineering, Design &amp; Permitting</b>                                                       |                  |
| Olympia Park Stream Restoration (EPC: Environ. Permitting Consultants)                            | 621,315          |
| Rocky Branch Flooding (PACE Engineering)                                                          | 165,000          |
| Box Culverts & DOT Olympia Ave. (Genesis Consulting)                                              | 15,000           |
| Geo technical & Environmental testing (Vulcan soils)                                              | 17,900           |
| Permits                                                                                           | 15,000           |
| Surveying                                                                                         | 15,000           |
| <b>Total Engineering, Design &amp; Permitting</b>                                                 | <b>849,215</b>   |
| <b>Land, Legal &amp; Insurance</b>                                                                |                  |
| CSX Land Purchase                                                                                 | 159,000          |
| Other Land Purchase or Easement                                                                   | 35,000           |
| Legal                                                                                             | 25,000           |
| Insurance & Performance Bond                                                                      | 66,809           |
| <b>Total Land, Legal &amp; Insurance</b>                                                          | <b>285,809</b>   |
| <b>Excavate Channel, Remove Trestle, Install 72" RCP and Box Culverts</b>                         | <b>3,490,000</b> |
| <b>Environmental Contingency (Soil Contamination)</b>                                             | <b>200,000</b>   |
| Contingency (% of overall budget)                                                                 | 253,949          |
| <b>Total Flood Mitigation &amp; Park / Stream Restoration Cost</b>                                | <b>5,078,972</b> |
| Preliminary Budget -- Ballpark Mixed-Use Development                                              |                  |
| <b>Public Improvements (DOT: Assembly &amp; Ferguson; RB Connect Multi-Modal Paths, Greenway)</b> |                  |
| <b>DOT Road Improvements</b>                                                                      |                  |
| DOT Road Improvements - <i>Assembly Street (Mill, Pave, Re-mark)</i>                              | 642,000          |
| DOT Road Improvements - <i>Ferguson Street</i>                                                    | 325,000          |
| <b>Total DOT Road Improvements</b>                                                                | <b>967,000</b>   |
| <b>Rocky Branch Channel Improvements</b>                                                          |                  |
| Channel Connection: Rocky Branch Clean & Flow Improve Allowance                                   | 135,000          |
| Channel Improvement (Amenity: Rock Structures & Bridges from Assembly)                            | 185,000          |
| <b>Total Rocky Branch Channel Improvements</b>                                                    | <b>320,000</b>   |
| <b>Multi-Modal Paths Around Site and Up Assembly to Younion</b>                                   |                  |
| Multi-Modal Path (Surrounding Site) Allowance: Assembly, Ferguson, Dreyfus                        | 235,000          |
| Multi-Modal Path OFF-Site Allowance: Dreyfus to Church (Site to Aspyre/Younion)                   | 85,000           |
| Rocky Branch Crossing on Assembly To Aspyre (Bridge & Box Culverts) - Allowance                   | 190,000          |
| <b>Total Multi-Modal Paths Around Site and Up Assembly to Younion</b>                             | <b>510,000</b>   |
| <b>Traffic Signal &amp; Bus Stop/Shelter</b>                                                      |                  |
| Traffic Signal: Ferguson/Assembly                                                                 | 130,000          |
| Comet Bus & USC Shuttle Stop/Shelter                                                              | 10,000           |
| <b>Total Traffic Signal &amp; Bus Stop/Shelter</b>                                                | <b>140,000</b>   |
| <b>Professional Services Allocation (Legal &amp; Civil Engineering)</b>                           |                  |
| Legal Allocation                                                                                  | 10% 20,000       |
| Civil Engineering Allocation                                                                      | 10% 30,000       |
| <b>Total Professional Services Allocation (Legal &amp; Civil Engineering)</b>                     | <b>50,000</b>    |
| <b>Additional Public Improvements &amp; Contributions</b>                                         |                  |
| Greenway Contribution                                                                             | 250,000          |
| Historic Columbia Contribution                                                                    | 60,000           |
| Security                                                                                          | Not Included     |
| <b>Total Public Improvements &amp; Contributions</b>                                              | <b>310,000</b>   |
| <b>Total Other Public Improvements (Partial List)</b>                                             | <b>2,297,000</b> |
| <b>Total Flood Mitigation, Stream Restoration, Road, Paths, Greenway &amp; "Other"</b>            | <b>7,375,972</b> |

**Ballpark Mixed-Use Development***(310 Units & 20,000sf of Retail)***Preliminary Budget**

| <b>Category</b>                                                    |           | <b>Total Cost</b> |
|--------------------------------------------------------------------|-----------|-------------------|
| <b>Land</b>                                                        |           |                   |
| City Contract                                                      | 1,625,000 |                   |
| - Security                                                         | 40,000    |                   |
| - Historic Columbia Donation                                       | 60,000    |                   |
| - Greenway Contribution                                            | 250,000   |                   |
| SCE&G -- Dominion                                                  | 2,880,000 |                   |
| Large                                                              | 115,000   |                   |
| Other <sup>1</sup>                                                 | 250,000   |                   |
| <b>Total Land</b>                                                  |           | <b>5,220,000</b>  |
| <b>Off-Site Land: Flood Mitigation &amp; Stream Restoration</b>    |           |                   |
| Total Engineering, Design & Permitting                             | 849,215   |                   |
| Total Land, Legal & Insurance                                      | 285,809   |                   |
| Excavate Channel, Remove Trestle, Install 72" RCP and Box Culverts | 3,490,000 |                   |
| Environmental Contingency (Soil Contamination)                     | 200,000   |                   |
| Contingency (% of overall budget)                                  | 253,949   |                   |
| <b>Total Flood Mitigation &amp; Park / Stream Restoration Cost</b> |           | <b>5,078,972</b>  |
| <b>Sitework &amp; Hard</b>                                         |           |                   |
| Demolition                                                         |           | 150,000           |
| On-Site: Earthwork, Relocate Utilities & Stream, Environ.          | 75%       | 2,294,925         |
| Total DOT Road Improvements                                        |           | 967,000           |
| Total Rocky Branch Channel Improvements                            |           | 320,000           |
| Hard Building Cost (Units, Clubhouse, Retail, Upfit)               | 78.0%     | 39,167,731        |
| Hard Contingency                                                   | 52%       | 947,801           |
| <b>Total Sitework &amp; Hard</b>                                   |           | <b>43,847,457</b> |
| <b>Multi-Modal Paths, Signal, Bus Stop &amp; Landscaping</b>       |           |                   |
| Total Multi-Modal Paths Around Site and Up Assembly to Younion     |           | 510,000           |
| Total Traffic Signal & Bus Stop/Shelter                            |           | 140,000           |
| Landscaping                                                        |           | 350,000           |
| Other                                                              |           |                   |
| <b>Total Multi-Modal Paths, Signal, Bus Stop &amp; Landscaping</b> |           | <b>1,000,000</b>  |
| <b>Soft, Financing &amp; FF&amp;E</b>                              |           |                   |
| Furniture, Fixtures & Equipment                                    | 49%       | 972,748           |
| Soft & Financing                                                   | 60%       | 7,022,549         |
| <b>Total FF&amp;E, Soft &amp; Financing</b>                        |           | <b>7,995,297</b>  |
| Other                                                              |           | 0                 |
| <b>Total Preliminary Budget</b>                                    |           | <b>63,141,727</b> |

**Preliminary Sources & Uses**  
**Ballpark Mixed-Use Development**

| <b>Sources</b>                             | <b>% Total</b> | <b>Amount</b>     |
|--------------------------------------------|----------------|-------------------|
| Equity (Cash)                              | 18%            | 11,409,495        |
| Proceeds: Sale of Abandon Building Credits | 3%             | 1,860,000         |
| Pledge/Contributed Fees                    | 2%             | 1,253,102         |
| Mezzanine Debt                             | 0%             | 0                 |
| Senior Debt                                | 77%            | 48,619,130        |
| <b>Total Sources</b>                       | <b>100%</b>    | <b>63,141,727</b> |

| <b>Uses</b>                                           | <b>% Total</b> | <b>Amount</b>     |
|-------------------------------------------------------|----------------|-------------------|
| Land                                                  | 8%             | 5,220,000         |
| Off-Site Land: Flood Mitigation & Stream Restoration) | 8%             | 5,078,972         |
| Sitework & Hard                                       | 69%            | 43,847,457        |
| Multi-Modal Paths, Signal, Bus Stop & Landscaping     | 2%             | 1,000,000         |
| Soft, Financing & FF&E                                | 13%            | 7,995,297         |
| Other                                                 | 0%             |                   |
| <b>Total Sources</b>                                  | <b>100%</b>    | <b>63,141,727</b> |





## CITY COUNCIL

November 25, 2019 at 6:00pm

City Council Chambers, 3<sup>rd</sup> Floor, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

**4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road;  
TMS# 25800-03-47 and 25800-03-28**

|                                              |                                                                                                                                                                                                                                                                                                         |                |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Council District:                            | 4                                                                                                                                                                                                                                                                                                       |                |
| Proposal:                                    | Request recommendation to assign interim land use classification of Neighborhood Activity Corridor (AC-1) and assign interim zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County. |                |
| Applicant:                                   | PD Limited, LLC and Woodcreek Development, LLC                                                                                                                                                                                                                                                          |                |
| Staff Recommendation:                        | Approval                                                                                                                                                                                                                                                                                                |                |
| Staff Recommendation:                        | Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                                       | APPROVE        |
| PC Recommendation:                           | 10/07/2019; Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                                  | Approval (7-0) |
| Annexation, 1 <sup>st</sup> Reading:         | 11/25/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                             | PENDING        |
| Annexation, 2 <sup>nd</sup> Reading:         | 12/03/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                             | PENDING        |
| Comp Plan Amendment: 1 <sup>st</sup> Reading | 12/17/19: Confirmation of Land Use Classification                                                                                                                                                                                                                                                       | PENDING        |
| Comp Plan Amendment: 2 <sup>nd</sup> Reading | 01/07/20: Confirmation of Land Use Classification                                                                                                                                                                                                                                                       | PENDING        |
| Map Amendment: 1 <sup>st</sup> Reading       | 12/17/19: Zoning Confirmation                                                                                                                                                                                                                                                                           | PENDING        |
| Map Amendment: 2 <sup>nd</sup> Reading       | 01/07/20: Zoning Confirmation                                                                                                                                                                                                                                                                           | PENDING        |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.08 acres  
 Current Use: Vacant  
 Proposed Use: Residential  
 Reason for Annexation: Municipal Services  
 Urban Service Area: Donut Hole  
 Current County Land Use: Neighborhood (Medium Density)  
 Proposed City Land Use: Neighborhood Activity Corridor (AC-1)  
 Current County Zoning: PDD  
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)  
 Census Tract: 114.07

#### DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

**Police**

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this development is **approximately \$7,500 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

**Fire**

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

**Solid Waste**

The cost associated with solid waste service for this property is \$187.00 annually per household.

**Engineering**

Because water lines currently exist in this area, the Utilities and Engineering Divisions will not incur any costs associated with this annexation. The property is outside of the City of Columbia sewer service area.

**Water Customer Care**

The customers on the annexed property will be new customers and will pay water rates approximately **40% lower** than out-of-city customers.

**Planning & Development Services**

We recommend annexation of this 30-lot single family townhome subdivision, located within a Donut Hole as designated in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$26,500 per year**, based on the current tax rate and value estimates.

\* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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***Urban Service Area***

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

**Principles and Goals of the Urban Service Area**

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

***The Columbia Plan 2018: Comprehensive Plan Land Use Classification***

The proposed future land use for the subject property is Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots

along principal and minor arterial roadways. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk, and typically consist of a limited collection of commercial and service uses.

#### Primary Types

- Small Format Business/Employment (excl. Flex)
- Small Multi-family Mixed-use

#### Secondary Types

- Civic/Institutional
- Multi-family Small and Medium
- Single-family Attached

#### Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

#### *Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

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### **PROPOSED ZONING DISTRICT SUMMARY**

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The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, East, and South. Surrounding parcels in unincorporated Richland County are currently RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

#### Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

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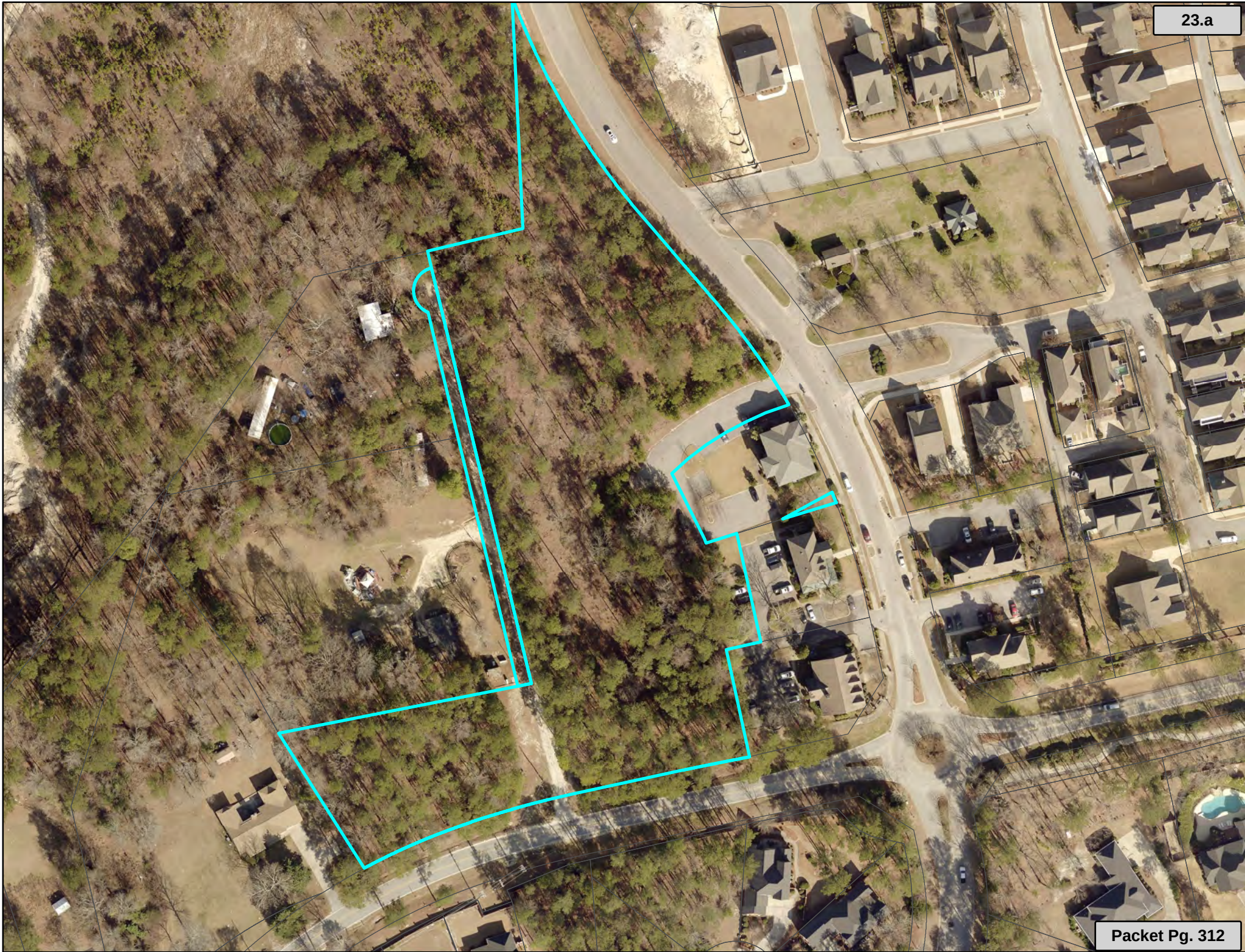
### **STAFF RECOMMENDATION**

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Staff recommends that City Council annex the property and assign interim future land use classification of Neighborhood Activity Corridor (AC-1) at the time of annexation.

Staff recommends City Council assign interim zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.







# Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms  
TMS# 25800-03-47 and 25800-03-28;  
Current FLU: Neighborhood (Medium Density), Proposed FLU: AC-1

23.a

## Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- UEAC-4 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



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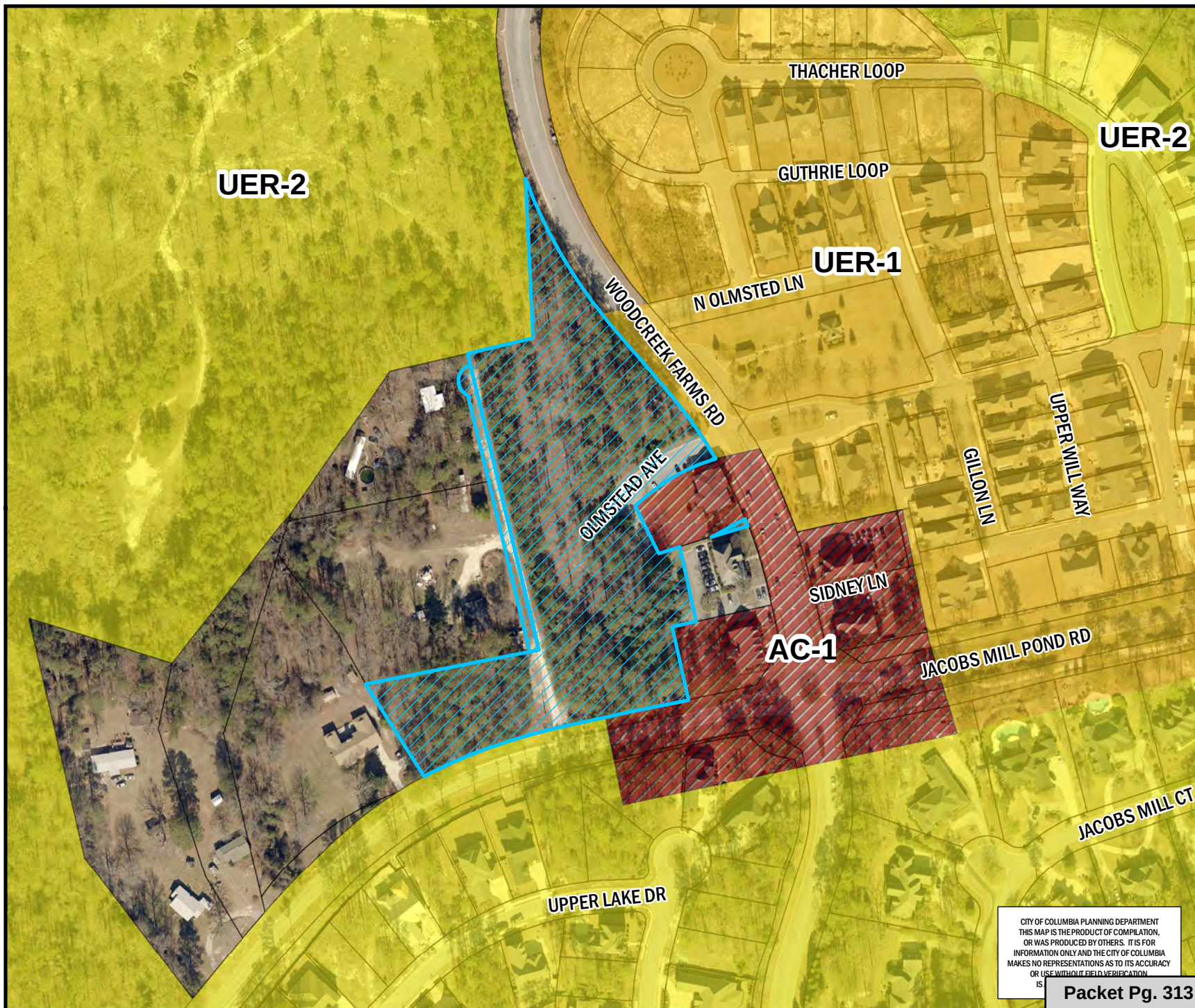
## ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy  
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT  
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IS

Packet Pg. 313

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms  
TMS# 25800-03-47 and 25800-03-28;  
Current Zoning: PDD, Proposed Zoning: PUD-R

23.a

## Legend

PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |



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ORIGINAL PREPARATION/DATE:  
This map was prepared by:

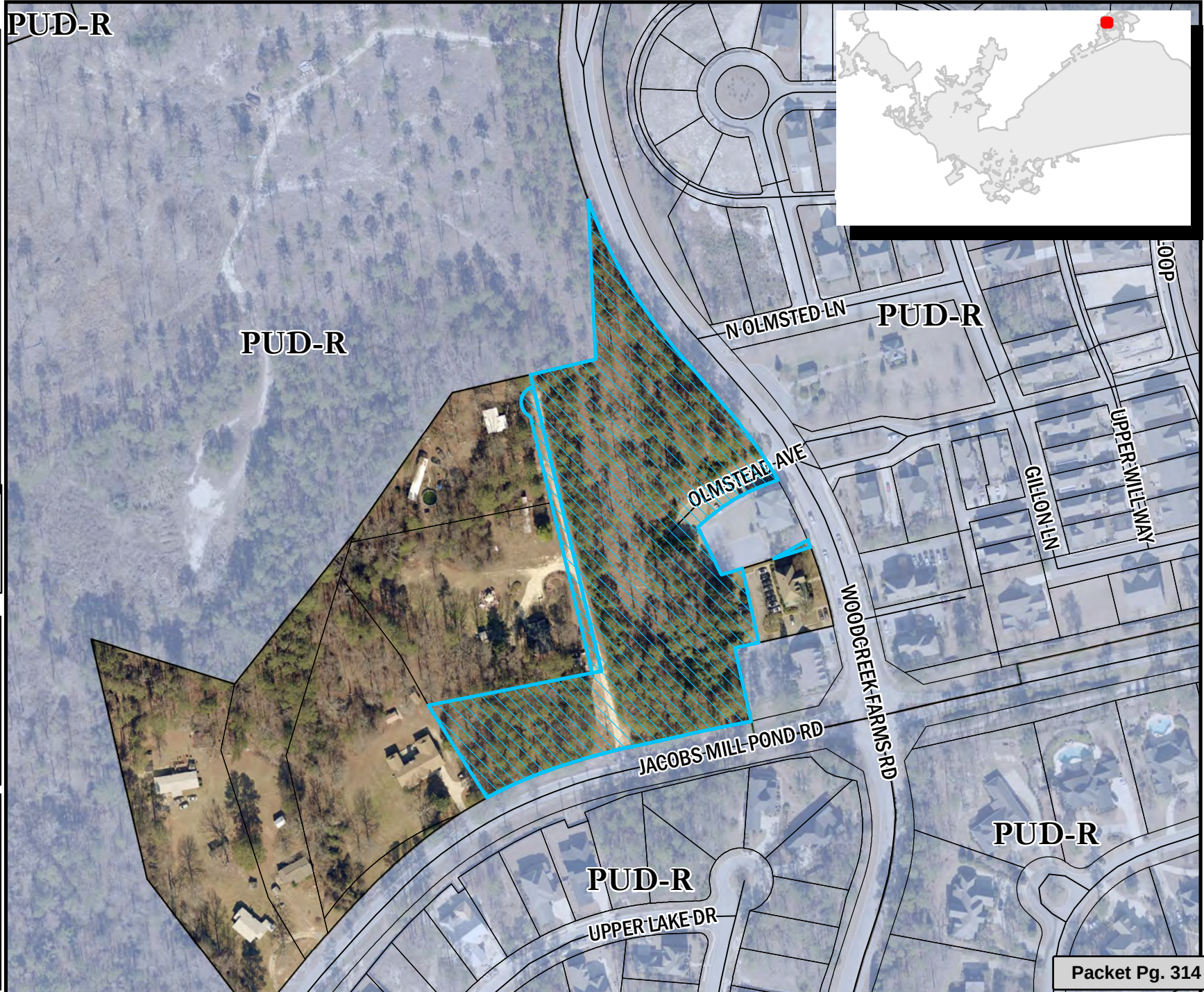
Shane Shaughnessy  
September 18, 2019

## DISCLAIMER:

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



We Are Columbia



Packet Pg. 314



**ORDINANCE NO.: 2019-088**

*Annexing 4.91 acres, Woodcreek Farms Road and 0.17 acres W/S Woodcreek Farms Road,  
Richland County TMS# 25800-03-47 and 25800-03-28*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 5.08 acres, and shall be assigned an interim land use classification of Neighborhood Activity Corridor (AC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25800-03-47 and 25800-03-28

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

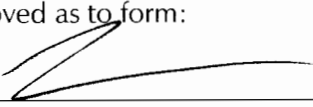
Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

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

ATTEST:

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

Introduced:

Final Reading:



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**ORDINANCE NO.: 2019-088**

ALL that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, consisting of approximately 5.31 total acres, as shown on a Plat prepared for Woodcreek Development, LLC, by United Design Services, Inc., dated June 25, 2013 (the "Plat") and recorded in the office of the Richland County ROD in Book 1885, page 3565, the Plat being incorporated by reference for a more complete description of the Property.

Less and except all that certain piece, parcel or lot of land, containing 0.40 acres, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Parcel "A" containing 0.31 acres and lying in the City of Columbia and Parcel "B" containing 0.09 acres and lying in the County of Richland, on a plat entitled "Final Plat Prepared for 1712 Woodcreek, LLC" by Belter & Associates, Inc., dated September 1, 2016, and recorded in the office of the Register of Deeds for Richland County in Record Book 2146 at page 217. Reference to said plat is made for a more complete and accurate description.

AND

All that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.17 acres, more or less, and shown and designated as "Property to be Annexed" on an Annexation Exhibit dated September 16, 2019, and titled  $\pm 0.17$  acre, W/S Woodcreek Farms Road, TMS# 25800-03-28. Said parcel having such boundaries and measurements as are shown on said Annexation Exhibit, all measurements being a little more or a little less.

# MEMORANDUM

## Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: September 19, 2019

RE: **Property Address:** 4.91 acres, Woodcreek Farms Road and +/- 0.17 acres, W/S Woodcreek Farms Road  
**Richland County TMS#:** 25800-03-47 and 25800-03-28  
**Owner(s):** PD Limited, LLC and Woodcreek Development, LLC  
**Current Use:** Vacant  
**Proposed Use:** Residential  
**Current County Land Use:** Neighborhood (Medium Density)  
**Proposed City Land Use:** Neighborhood Activity Corridor (AC-1)  
**Current County Zoning:** Planned Development District (PDD)  
**Proposed City Zoning:** Planned Unit Development – Residential (PUD-R)  
**Reason for Annexation:** Municipal Services; Donut Hole  
**City Council District:** 4  
**Census Tract:** 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 7, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

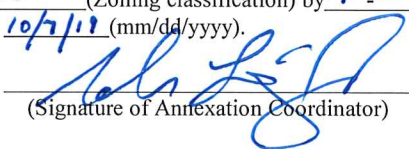
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Attachments

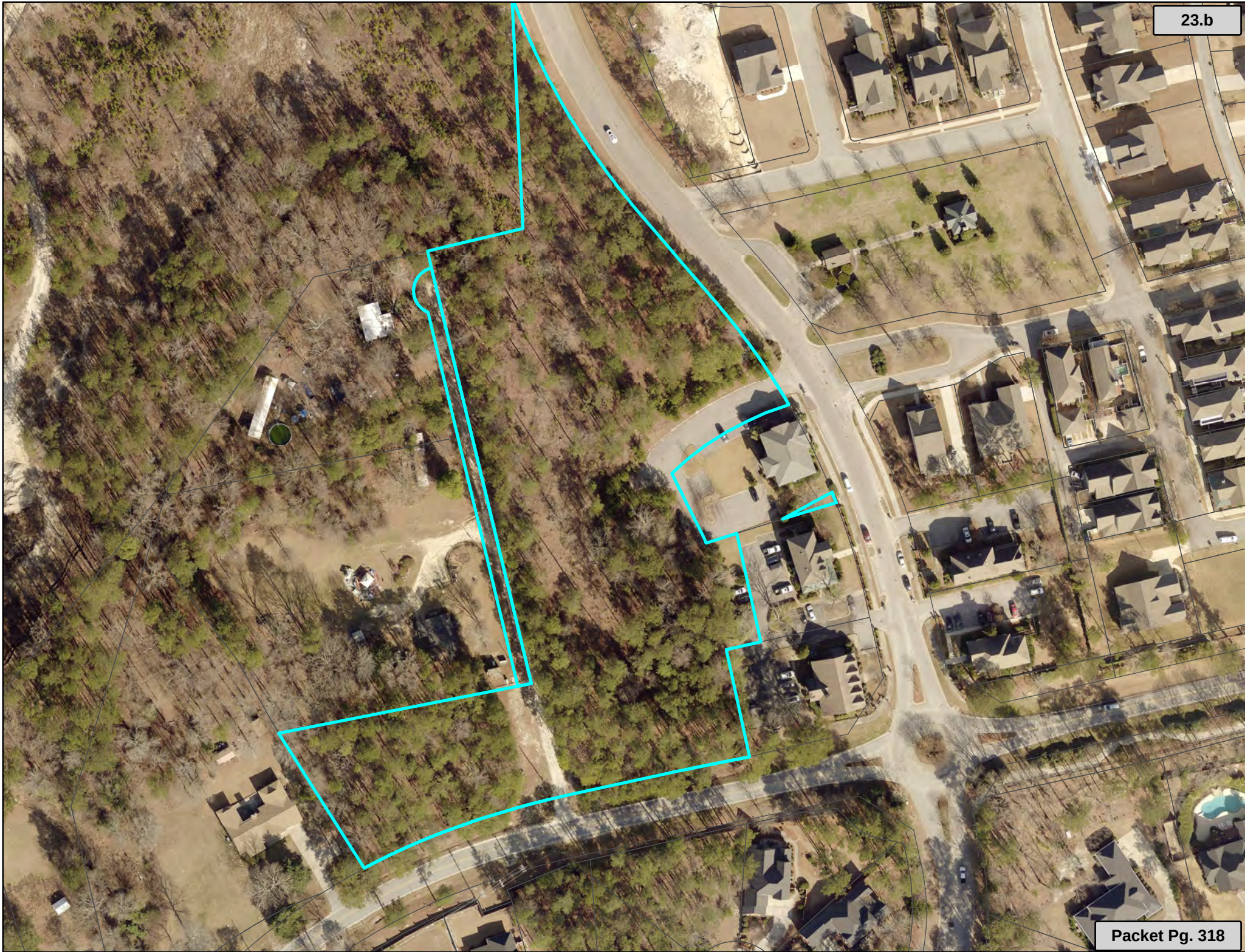
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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| cc: Clint Shealy, Assistant City Manager<br>Jeff Palen, Assistant City Manager/CFO<br>Aubrey Jenkins, Fire Chief<br>Joseph Jacob, Director, Utility Operations<br>Robert Anderson, Public Works Director<br>Krista Hampton, Planning & Development Services<br>Lakesha Shannon, Business License Administrator<br>Greg Williams, Deputy Business License Administrator<br>Angela Adams, Customer Care Administrator<br>Jerry Thompson, Building Official<br>Michelle Brazell, Engineering<br>Denny Daniels, Engineering<br>Police Planning & Research<br>Alfreda Tindal, Richland Co. 911 Addressing Coordinator | Missy Gentry, Assistant City Manager<br>Teresa Knox, City Attorney<br>William Holbrook, Police Chief<br>Dana Higgins, Director, Engineering<br>Jan Alonso, Finance Director<br>Gloria Saaed, Community Development Director<br>George Adams, Fire Marshal<br>Rachel Bailey, Zoning Administrator<br>Jacquelyn Richburg, Columbia-Richland 911<br>David Hatcher, Housing Official<br>Richland County Solid Waste Collection<br>John Fellows, Planning Administrator<br>Tori Salvant, Dev. Center Administrator |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Planning Commission Land Use Recommendation: AC-1 (Land Use classification) by 7-0 on 10/7/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7-0 on 10/7/19 (mm/dd/yyyy).

  
(Signature of Annexation Coordinator)







# Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms  
TMS# 25800-03-47 and 25800-03-28;  
Current FLU: Neighborhood (Medium Density), Proposed FLU: AC-1

23.b

## Legend



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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



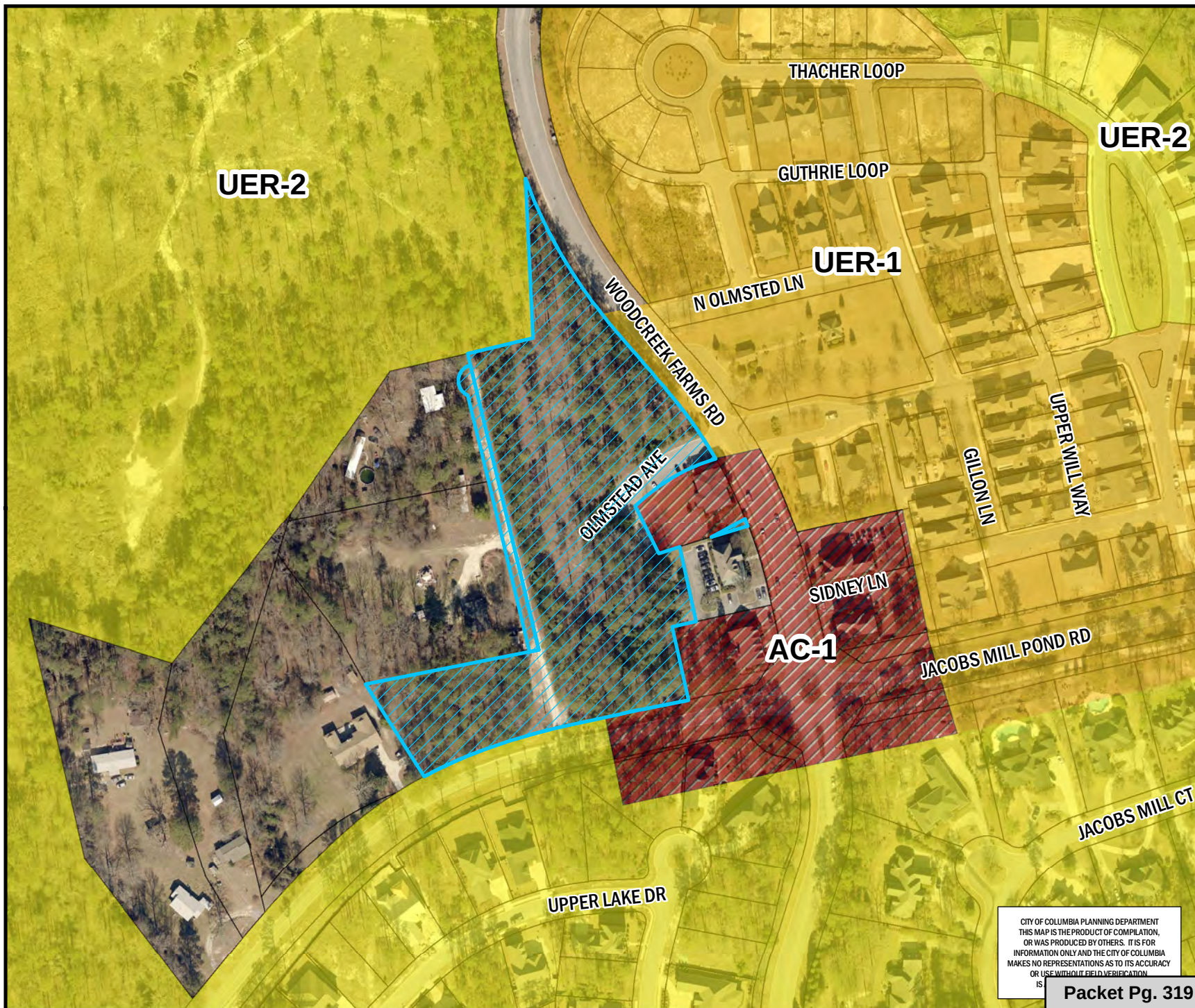
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ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT  
THIS MAP IS THE PRODUCT OF COMPILED,  
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INFORMATION ONLY AND THE CITY OF COLUMBIA  
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY  
OR USE WITHOUT FIELD VERIFICATION  
IS

Packet Pg. 319

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms  
 TMS# 25800-03-47 and 25800-03-28;  
 Current Zoning: PDD, Proposed Zoning: PUD-R

23.b

**Legend**

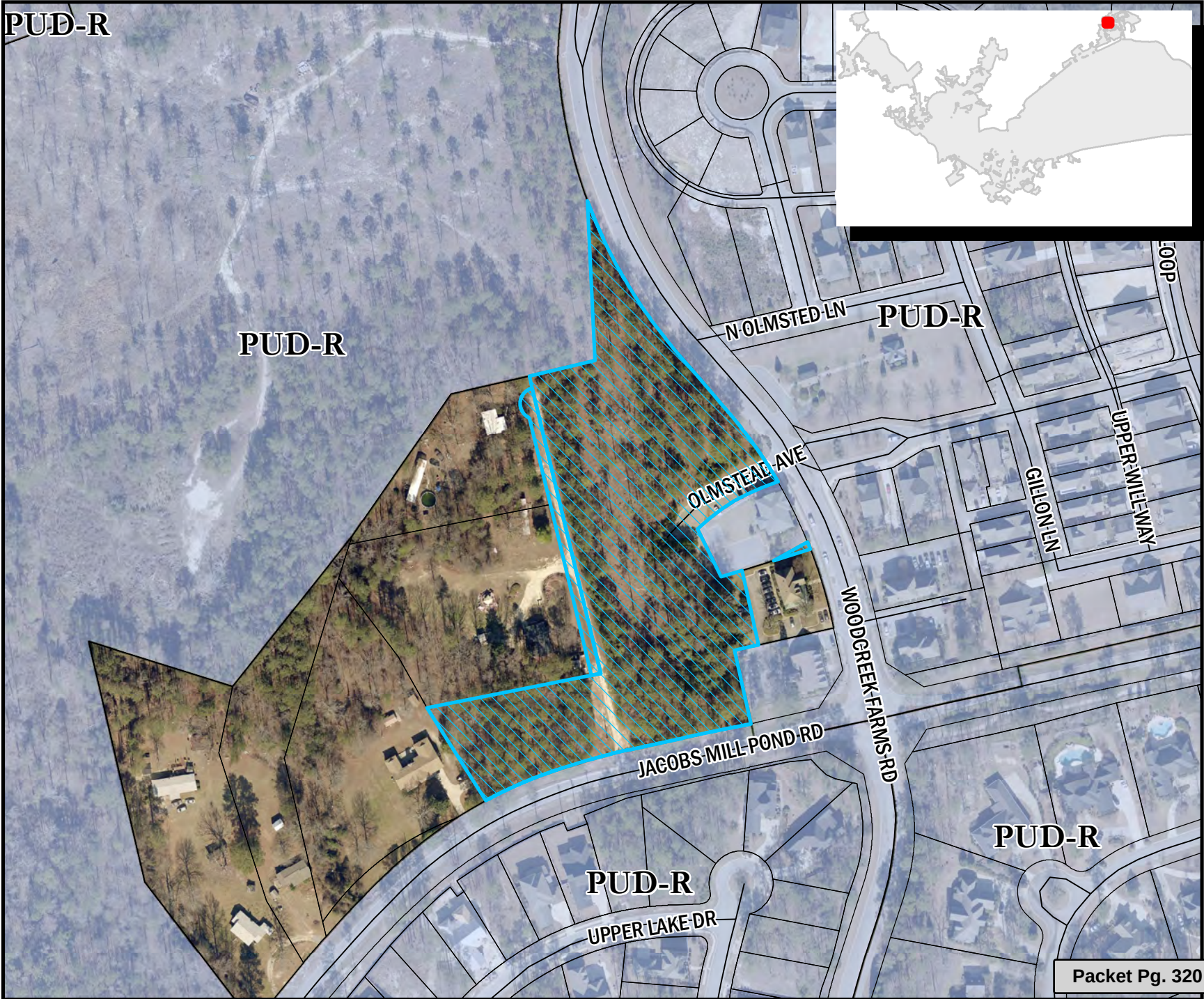
PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |

0 50 100 200 Feet

**ORIGINAL PREPARATION/DATE:**  
 This map was prepared by:  
 Shane Shaughnessy  
 September 18, 2019

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



\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

**Property Description:** ALL that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, consisting of approximately 5.31 total acres, as shown on a Plat prepared for Woodcreek Development, LLC, by United Design Services, Inc., dated June 25, 2013 (the "Plat") and recorded in the office of the Richland County ROD in Book 1885, page 3565, the Plat being incorporated by reference for a more complete description of the Property.

Less and except all that certain piece, parcel or lot of land, containing 0.40 acres, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Parcel "A" containing 0.31 acres and lying in the City of Columbia and Parcel "B" containing 0.09 acres and lying in the County of Richland, on a plat entitled "Final Plat Prepared for 1712 Woodcreek, LLC" by Belter & Associates, Inc., dated September 1, 2016, and recorded in the office of the Register of Deeds for Richland County in Record Book 2146 at page 217. Reference to said plat is made for a more complete and accurate description.

Richland County TMS:         25800-03-47

Property Addresses:         4.91 acres, Woodcreek Farms Road

**PD Limited, LLC**

BY: \_\_\_\_\_



Date: \_\_\_\_\_

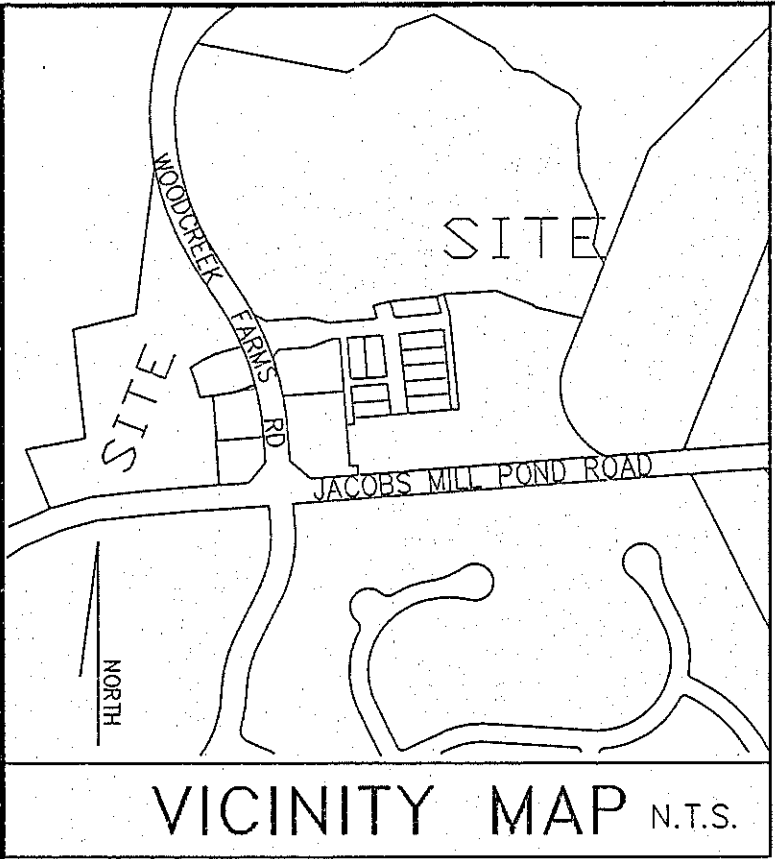
7-16-19

Harold V. Pickens, Jr.  
 (Print or Type Name)

ITS: \_\_\_\_\_

Manager

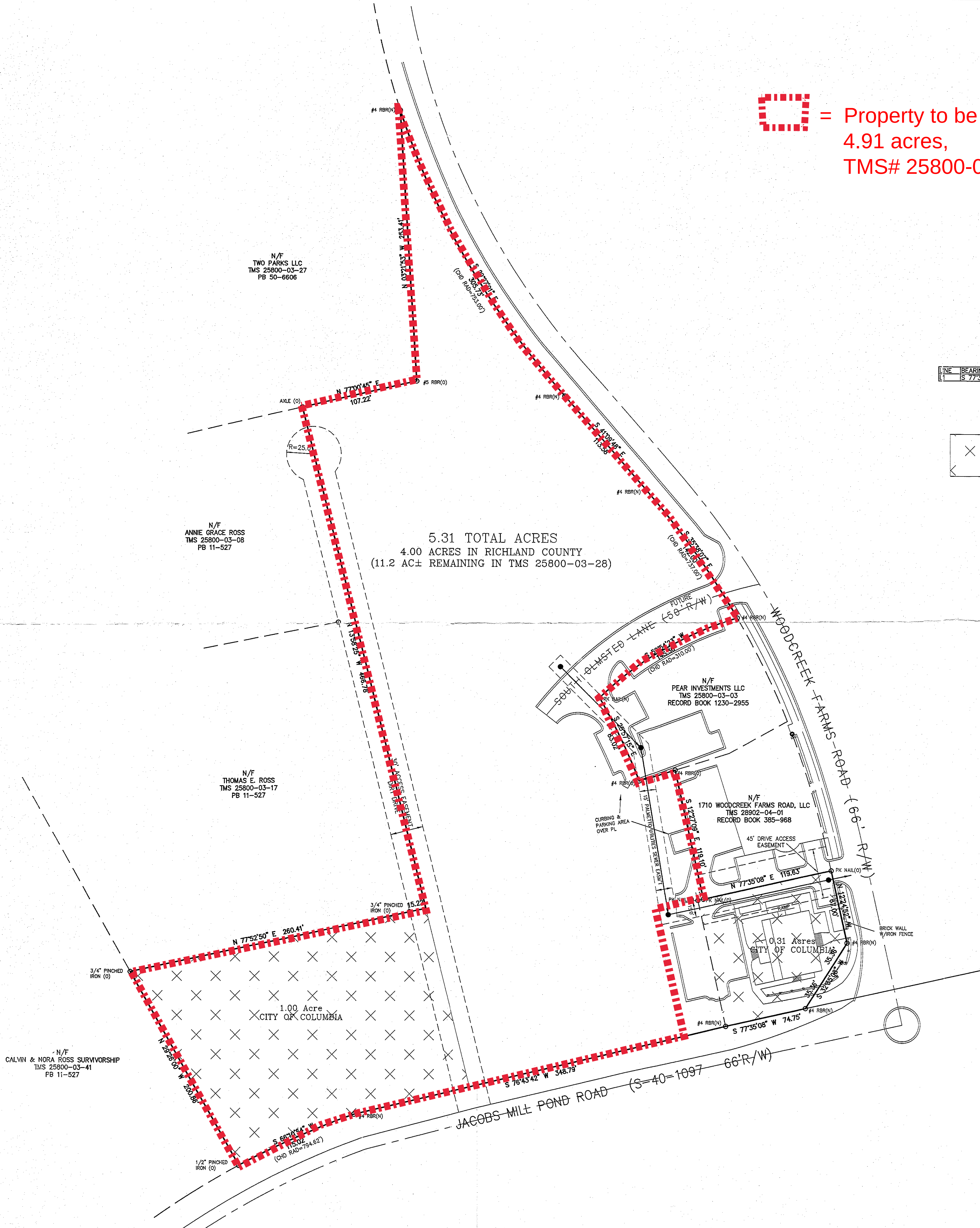




VICINITY MAP N.T.S.

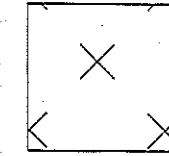
NOTES:  
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.  
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SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.  
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.

- REFERENCES:
1. PLAT OF PROPERTY SUBDIVIDED FOR BROWN C. ROSS BY B.P. BARBER & ASSOC. DATED OCTOBER 10, 1989.
  2. PLAT OF 57.56 ACRES, PROPERTY OF COUNTY PROPERTIES - A SC GENERAL PARTNERSHIP BY DANIEL RIDDICK & ASSOCIATES DATED DECEMBER 11, 1985.
  3. PLAT FOR WOODCREEK DEVELOPMENT PARTNERSHIP BY UNITED DESIGN SERVICES, INC. DATED JANUARY 27, 2000, REVISED FEBRUARY 14, 2000.
  4. PLAT PREPARED FOR M.L. BARTLETT, JR. & EMILIE Z. BARTLETT BY UNITED DESIGN SERVICES, INC. DATED MAY 24, 2005, REVISED JULY 11, 2006.
  5. PLAT PREPARED FOR 1710 WOODCREEK FARMS ROAD, LLC BY UNITED DESIGN SERVICES, INC. DATED APRIL 1, 2009.
  6. BOUNDARY PLAT OF WOODCREEK FARMS ROAD PARCEL "B" BY UNITED DESIGN SERVICES, INC. DATED MAY 25, 1999.
  7. PLAT OF PROPERTY OF WOODCREEK PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP BY DANIEL RIDDICK & ASSOCIATES, INC. DATED JULY 1, 1995.



= Property to be annexed  
4.91 acres,  
TMS# 25800-03-47

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 77°35'08" W | 5.12     |



DENOTES PROPERTY IN THE CITY OF COLUMBIA

Book 1885-3565  
201306553 06/06/2013 14:35:17:220  
Fee:\$10.00 County Tax:\$0.00 State Tax:\$0.00  
201306553 John T. Hagelstroff  
Richland County R.O.D.

NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

SUBDIVISION PLAT

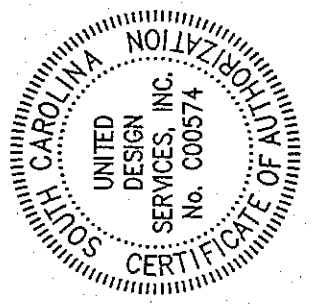
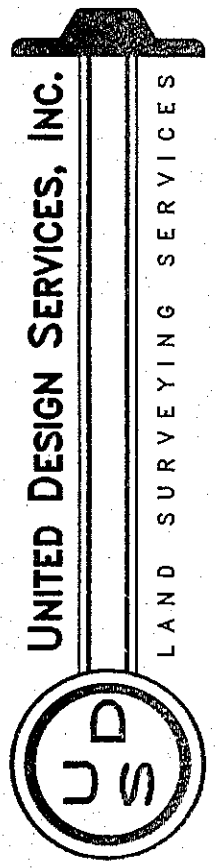
The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date: 8-1-13

Jonathan E. Chambers  
Land Development Administrator

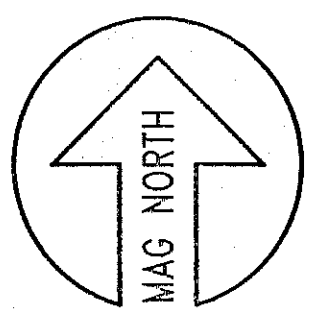
Richland County, South Carolina  
Approved For Recording  
Date: 07/31/13 MS-13-92

Sean A. Bashee, Land Development Planner



PLAT PREPARED FOR:  
WOODCREEK DEVELOPMENT LLC  
RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

| NO. | DATE | REVISION / DESCRIPTION | BY |
|-----|------|------------------------|----|
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |
|     |      |                        |    |



25 0 50  
SCALE: 1" = 50'

DATE: JUNE 25, 2013

PORTION  
T.M.S.#: 25800-03-028

DWG.#: UB-1317

SHEET

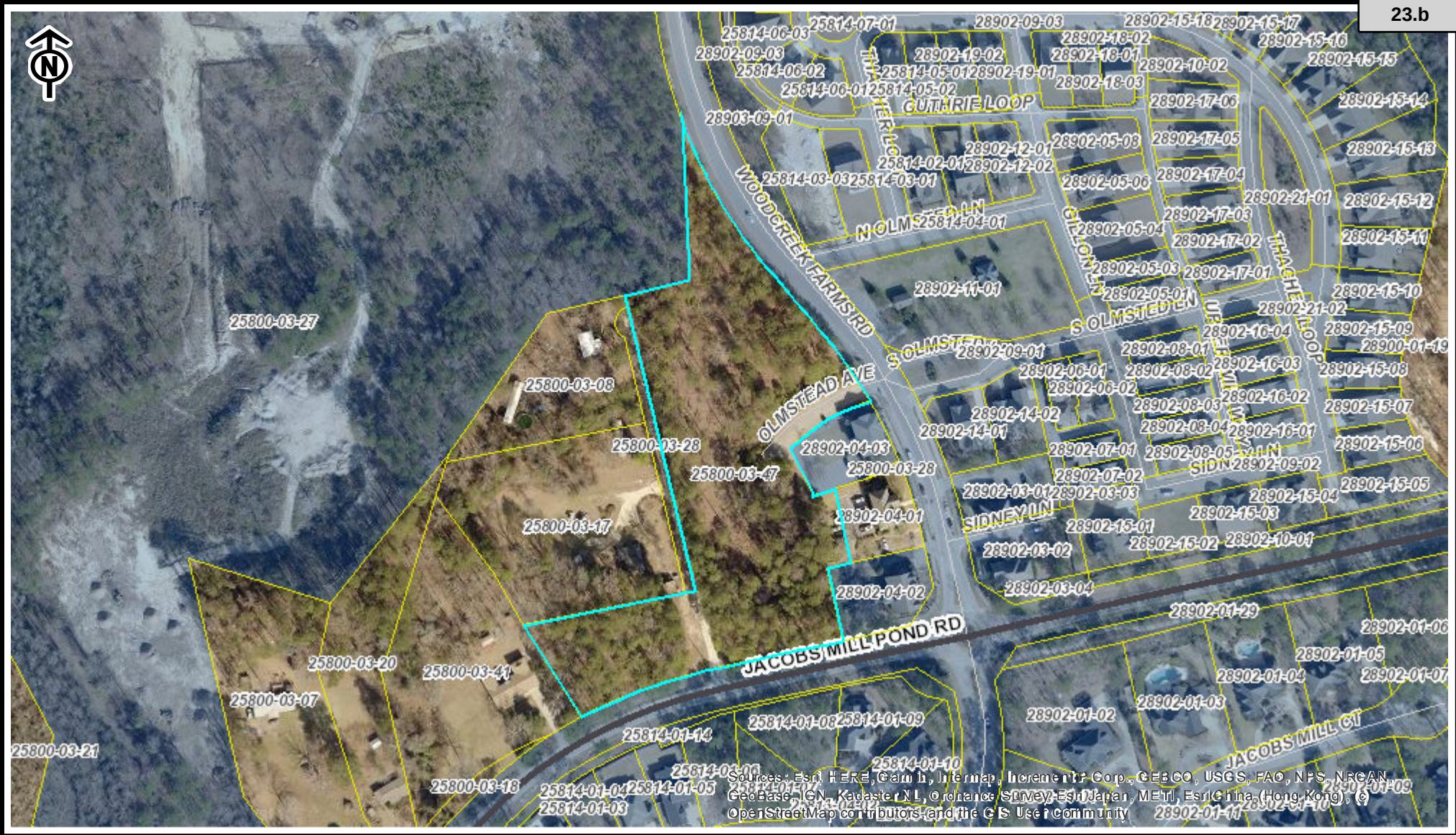
1 OF 1

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 45079C0280 K DATED 9/29/2010 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No.9312





**City of Columbia**



City of Columbia - GIS Division  
Friday, September 13, 2019

 Tax Parcel

Interstates

## Highways

— US

SC

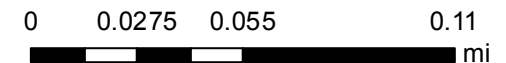
## Arterial Streets

## Columbia City Limits

 Red: Red

 Green: Green

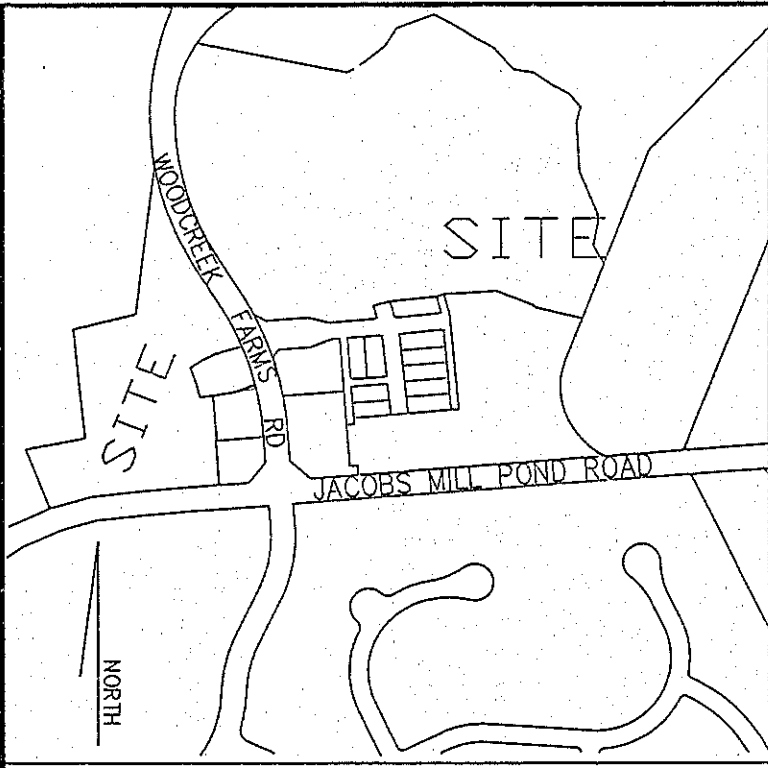
 Blue: Blue



**CITY OF COLUMBIA**  
**GIS DATA DISCLAIMER:**

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# VICINITY MAP N.T.S.

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  6. BOUNDARY PLAT OF WOODCREEK FARMS ROAD PARCEL "B" BY UNITED DESIGN SERVICES, INC. DATED MAY 25, 1999.
  7. PLAT OF PROPERTY OF WOODCREEK PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP BY DANIEL RIDDICK & ASSOCIATES, INC. DATED JULY 1, 1996.

N/F  
CALVIN & NORA ROSS SURVIVORSHIP  
TMS 25800-03-41  
PB 11-527

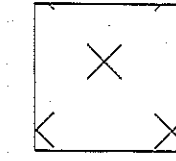
N/F  
ANNIE GRACE ROSS  
TMS 25800-03-08  
PB 11-527

N/F  
TWO PARKS LLC  
TMS 25800-03-27  
PB 50-6606

N/F  
THOMAS E. ROSS  
TMS 25800-03-17  
PB 11-527

5.31 TOTAL ACRES  
4.00 ACRES IN RICHLAND COUNTY  
(11.2 AC± REMAINING IN TMS 25800-03-28)

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 77°35'08" W | 5.12     |



DENOTES PROPERTY IN THE CITY OF COLUMBIA

Book 1885-3565  
201306553 06/06/2013 14:35:17:220  
Fee:\$10.00 County Tax:\$0.00 State Tax:\$0.00  
201306553 John T. Hagelstein II Richland County S.C.D.

## NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

## SUBDIVISION PLAT

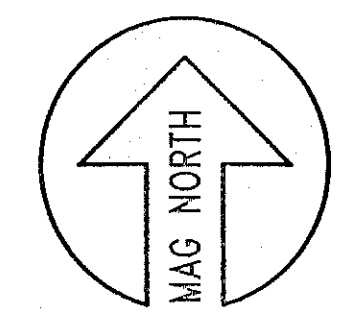
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Date: 8-1-13

Jonathan E. Chambers  
Land Development Administrator

Richland County, South Carolina  
Approved For Recording  
Date: 07/31/13 MS-13-92

Sean A. Basore, Land Development Planner



25 0 50  
SCALE: 1" = 50'

DATE: JUNE 25, 2013

PORTION  
T.M.S.#: 25800-03-028

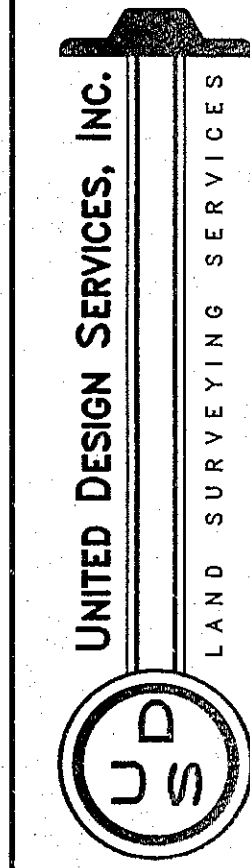
DWG.#: UB-1317

SHEET

1 OF 1

PLAT PREPARED FOR:

WOODCREEK DEVELOPMENT LLC



140 FRIARGATE BLVD., IRMO, SC 29063 (803)750-9142

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 77°35'08" W | 5.12'    |
| L2   | S 77°35'08" W | 32.99'   |

 DENOTES PROPERTY IN THE CITY OF COLUMBIA



NOTIFICATION:

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N/F  
PD LIMITED, LLC  
TMS 25800-03-47  
RECORD BOOK 1885-3565  
REMAINDER TOTALING 4.91 ACRES

PLANNING & DEVELOPMENT SERVICES  
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 9/2/16

BY # Addl=114

BY # MR

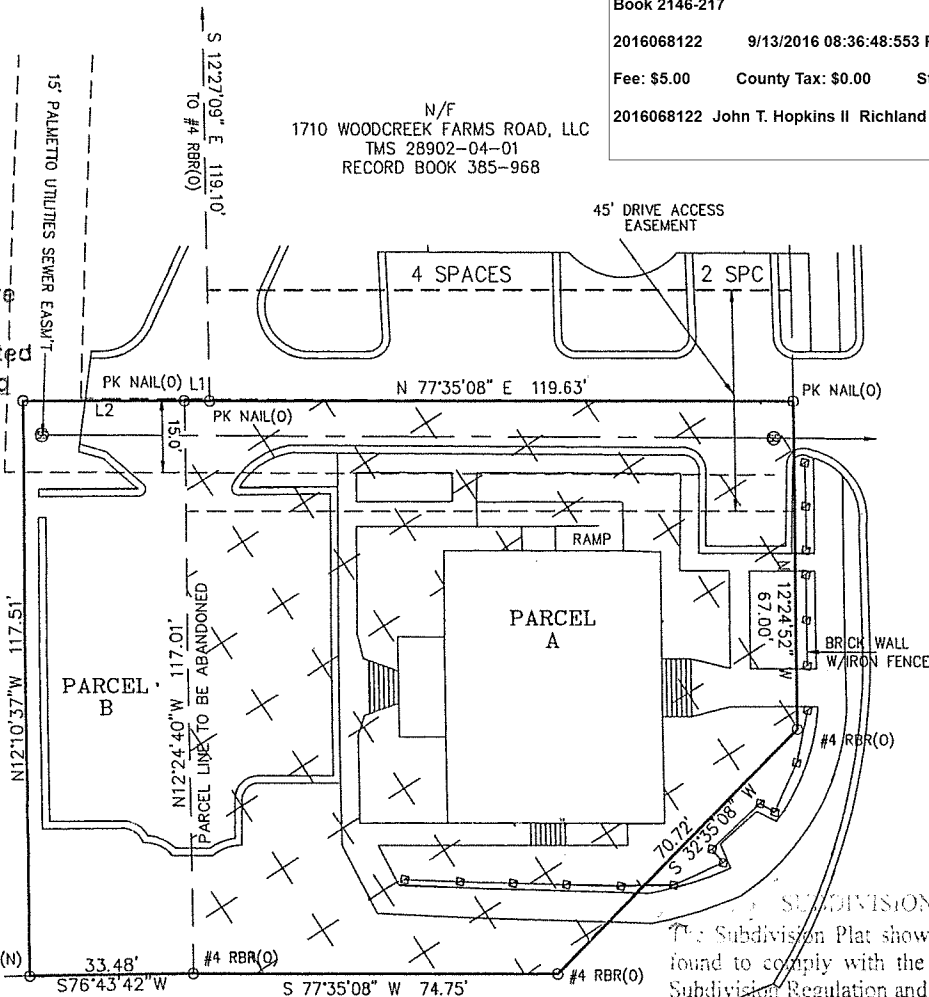


NOTE: TO BE COMBINED INTO ONE UNDIVIDED PARCEL TOTALING 0.40 ACRES  
1. PARCEL A - CITY OF COLUMBIA, 0.31 ACRES - TMS 28902-04-02  
2. PARCEL B - RICHLAND COUNTY, 0.09 ACRES - PORTION TMS 25800-03-47

- REFERENCES:
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  6. BOUNDARY PLAT OF WOODCREEK FARMS ROAD PARCEL "B" BY UNITED DESIGN SERVICES, INC. DATED MAY 25, 1999.
  7. PLAT OF PROPERTY OF WOODCREEK PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP BY DANIEL RIDDICK & ASSOCIATES, INC. DATED JULY 1, 1986.

Book 2146-217

2016068122 9/13/2016 08:36:48:553 Plat Standard  
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00  
2016068122 John T. Hopkins II Richland County R.O.D.



The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date 9/8/16  
city portion only  
Johnathan E. Chambers  
Land Development Administrator  
GRAPHIC SCALE  
1" = 30'

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| SURVEY DATE: 09-01-2016                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | FINAL PLAT<br>PREPARED FOR                                                                                                                                                                                                                                                                                                                                                                      | CITY: COLUMBIA, SC |
| LOT AREA: 17244 SQ. FT. = 0.40 ACRES                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                 | COUNTY: RICHLAND   |
| 1712 WOODCREEK, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
| SHOWN AS A PORTION OF PROPERTY ON A PLAT PREPARED FOR WOODCREEK DEVELOPMENT LLC, BY UNITED DESIGN SERVICES, INC., DATED 06-25-13, AND RECORDED IN THE OFFICE OF THE R.O.D. FOR RICHLAND COUNTY IN RECORD BOOK 1885-3565.<br>ADDITIONAL REFERENCE:                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
| RICHLAND COUNTY TMS# 25800-04-02                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | NO FLOOD STUDY PROVIDED                                                                                                                                                                                                                                                                                                                                                                         |                    |
| EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE; EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY. BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. |  | I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. |                    |
| ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY.                                                                                                                                                                                                                                                                                                                                                                                  |  | WILLIAM M. BRASINGTON SCPLS # 9312                                                                                                                                                                                                                                                                                                                                                              |                    |
| THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES, STRUCTURES AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND SETBACKS OF RECORD.                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                 |                    |

TELEPHONE: (803) 732-4004  
OFFICE: 29063  
PROFESSIONAL LAND SURVEYORS  
BELTER & ASSOCIATES, INC.



## CITY COUNCIL

November 25, 2019 at 6:00pm

City Council Chambers, 3<sup>rd</sup> Floor, 1737 Main Street, Columbia, SC 29201

### **ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 118 Woodcreek Ridge Drive; TMS# 25716-02-03**

|                                              |                                                                                                                                                                                                                                                                                                |         |  |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|
| Council District:                            | 4                                                                                                                                                                                                                                                                                              |         |  |
| Proposal:                                    | Request to annex, assign interim land use classification of Urban Edge Residential Small Lot (UER-1) and assign interim zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and Planned Development District (PDD) by Richland County. |         |  |
| Applicant:                                   | Cascata Development, LLC                                                                                                                                                                                                                                                                       |         |  |
| Staff Recommendation:                        | Approval                                                                                                                                                                                                                                                                                       |         |  |
| PC Recommendation:                           | 10/07/2019; Approval (7-0)                                                                                                                                                                                                                                                                     |         |  |
| Annexation, 1 <sup>st</sup> Reading:         | 11/25/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                    | PENDING |  |
| Annexation, 2 <sup>nd</sup> Reading:         | 12/03/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                    | PENDING |  |
| Comp Plan Amendment: 1 <sup>st</sup> Reading | 12/17/19: Confirmation of Land Use Classification                                                                                                                                                                                                                                              | PENDING |  |
| Comp Plan Amendment: 2 <sup>nd</sup> Reading | 01/07/20: Confirmation of Land Use Classification                                                                                                                                                                                                                                              | PENDING |  |
| Map Amendment: 1 <sup>st</sup> Reading       | 12/17/19: Zoning Confirmation                                                                                                                                                                                                                                                                  | PENDING |  |
| Map Amendment: 2 <sup>nd</sup> Reading       | 01/07/20: Zoning Confirmation                                                                                                                                                                                                                                                                  | PENDING |  |

#### **CURRENT PARCEL CHARACTERISTICS/CONDITIONS**

---

Acreage: 9.42 acres  
 Current Use: Vacant  
 Proposed Use: Residential  
 Reason for Annexation: Municipal Services  
 Urban Service Area: Donut Hole  
 Current County Land Use: Neighborhood (Medium Density)  
 Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)  
 Current County Zoning: PDD  
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)  
 Census Tract: 114.07

#### **DETERMINATION FOR CITY SERVICES**

---

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

#### **Police**

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this development is **approximately \$7,000 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

### **Fire**

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

The cost associated with solid waste service for this property is \$187.00 annually per household.

### **Engineering**

Because water lines currently exist in this area, the Utilities and Engineering Divisions will not incur any costs associated with this annexation. The property is outside of the City of Columbia sewer service area.

### **Water Customer Care**

The customers on the annexed property will be new customers and will pay water rates approximately **40% lower** than out-of-city customers.

### **Planning & Development Services**

We recommend annexation of this 26-lot single family residential subdivision, located within a Donut Hole as designated in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$36,000 per year**, based on the current tax rate and value estimates.

\* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

## **PLANS, POLICIES, AND LAND USE**

---

### *Urban Service Area*

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

#### **Principles and Goals of the Urban Service Area**

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

### *The Columbia Plan 2018: Comprehensive Plan Land Use Classification*

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.



Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

#### Primary Types

- Single-family Detached

#### Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

#### *Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

---

### **PROPOSED ZONING DISTRICT SUMMARY**

---

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and Planned Unit Development-Commercial District (PUD-C) to the South. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North and West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

#### Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of

uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

---

#### **STAFF RECOMMENDATION**

---

Staff recommends that City Council annex the property and assign an interim future land use classification of Urban Edge Residential Small Lot (UER-1) at the time of annexation.

Staff recommends that City Council annex the property and assign interim zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.







# Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,  
Current FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

24.a

Department of Planning &  
Development Services

## Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



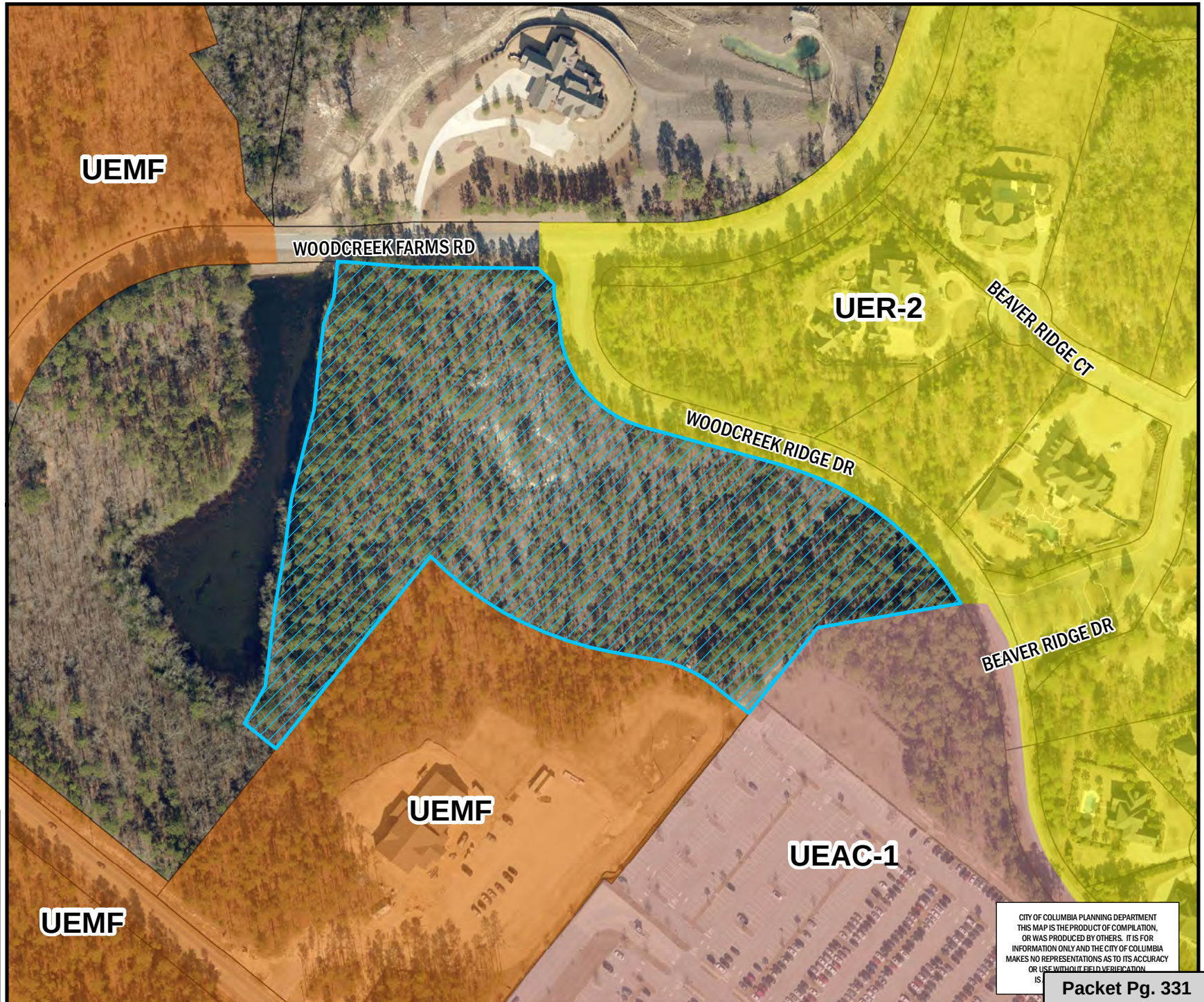
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Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT  
THIS MAP IS THE PRODUCT OF COMPILATION,  
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INFORMATION ONLY AND THE CITY OF COLUMBIA  
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY  
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 331

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

118 Woodcreek Ridge Drive, TMS# 257 **24.a**  
Current Zoning: PDD, Proposed Zoning: PUD-R

## Legend

PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |



0 50 100 200  
Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

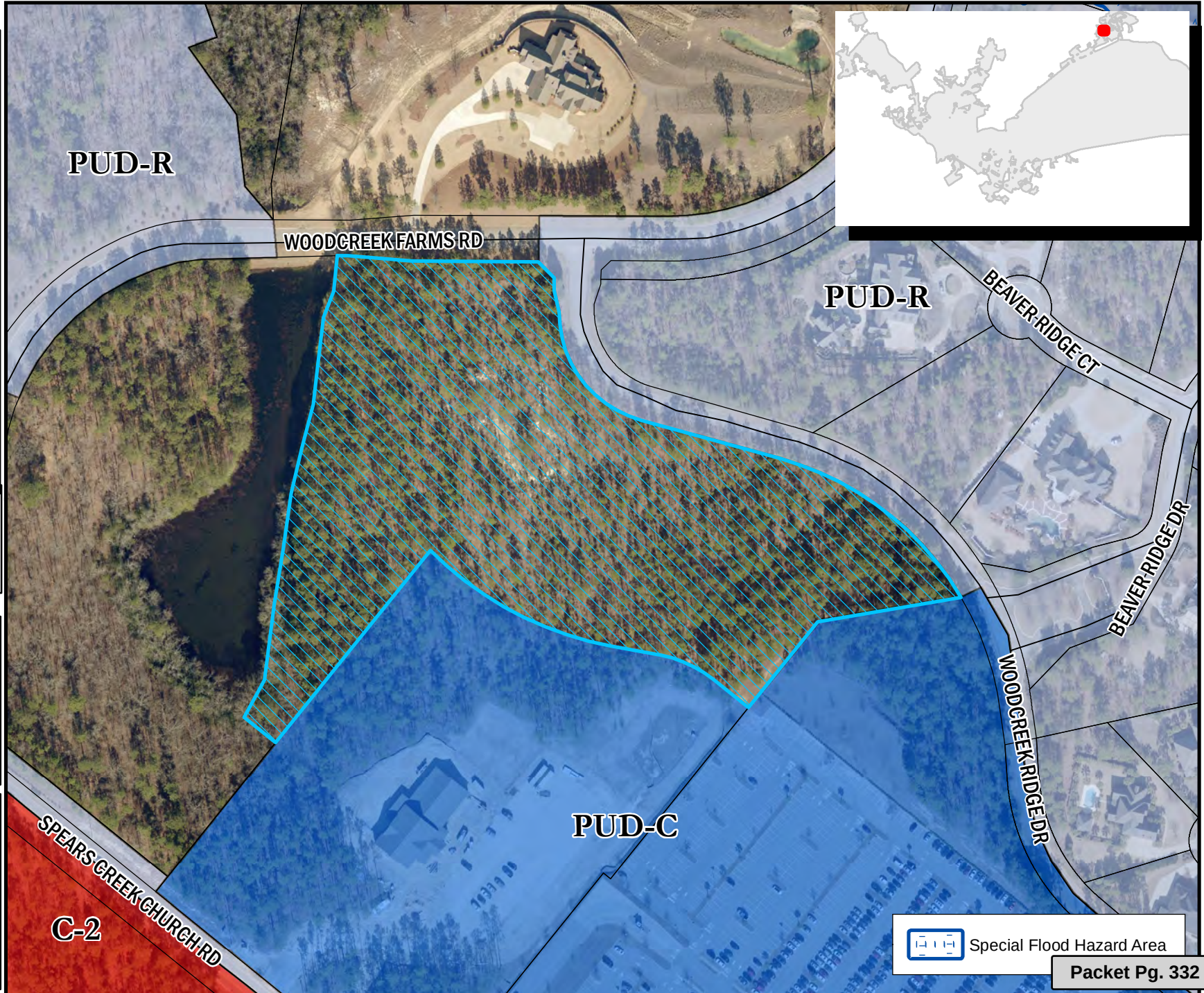
Shane Shaughnessy  
September 18, 2019

## DISCLAIMER:

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



We Are Columbia



Special Flood Hazard Area

Packet Pg. 332



**ORDINANCE NO.: 2019-090**

*Annexing 118 Woodcreek Ridge Drive, Richland County TMS# 25716-02-03*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 9.42 acres, and shall be assigned an interim land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25716-02-03

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

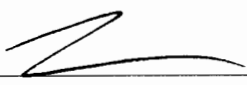
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

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

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

Introduced:

Final Reading:

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**ORDINANCE NO.: 2019-090**

All that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 9.42 acres and shown as on a Plat prepared for Woodcreek Development, LLC by Belter & Associates, Inc. dated December 9, 2016 and recorded in the Office of the Register of Deeds for Richland County on January 13, 2017 in Book 2179 at page 3669 and being bounded according to said plat as follows: On the North by Woodcreek Farms Road; on the Northeast by Woodcreek Ridge Drive a 50' Private Road; on the East by property now or formerly of WW12 Columbia SC, LLC; on the South and Southeast by property now or formerly of Grace Presbyterian Church, ARP, Inc., on the Southwest and on the West by property now or formerly of Woodcreek Development Partnership.

# MEMORANDUM

## Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: September 19, 2019

RE: **Property Address:** 118 Woodcreek Ridge Drive  
**Richland County TMS#:** 25716-02-03  
**Owner(s):** Cascata Development, LLC  
**Current Use:** Vacant  
**Proposed Use:** Residential  
**Current County Land Use:** Neighborhood (Medium Density)  
**Proposed City Land Use:** Urban Edge Residential Small Lot (UER-1)  
**Current County Zoning:** Planned Development District (PDD)  
**Proposed City Zoning:** Planned Unit Development – Residential (PUD-R)  
**Reason for Annexation:** Municipal Services; Donut Hole  
**City Council District:** 4  
**Census Tract:** 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 7, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

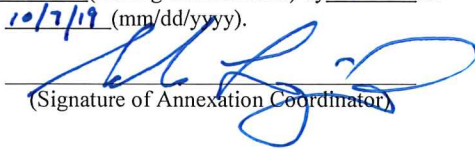
/atl

Attachments

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| cc: | Clint Shealy, Assistant City Manager<br>Jeff Palen, Assistant City Manager/CFO<br>Aubrey Jenkins, Fire Chief<br>Joseph Jaco, Director, Utility Operations<br>Robert Anderson, Public Works Director<br>Krista Hampton, Planning & Development Services<br>Lakesha Shannon, Business License Administrator<br>Greg Williams, Deputy Business License Administrator<br>Angela Adams, Customer Care Administrator<br>Jerry Thompson, Building Official<br>Michelle Brazell, Engineering<br>Denny Daniels, Engineering<br>Police Planning & Research<br>Alfreda Tindal, Richland Co. 911 Addressing Coordinator | Missy Gentry, Assistant City Manager<br>Teresa Knox, City Attorney<br>William Holbrook, Police Chief<br>Dana Higgins, Director, Engineering<br>Jan Alonso, Finance Director<br>Gloria Saaed, Community Development Director<br>George Adams, Fire Marshal<br>Rachel Bailey, Zoning Administrator<br>Jacquelyn Richburg, Columbia-Richland 911<br>David Hatcher, Housing Official<br>Richland County Solid Waste Collection<br>John Fellows, Planning Administrator<br>Tori Salvant, Dev. Center Administrator |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 7-0 on 10/7/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7-0 on 10/7/19 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







# Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,  
Current FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

24.b

Department of Planning &  
Development Services

## Legend



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- UCMR-2 - Urban Core Mixed Residential-2
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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



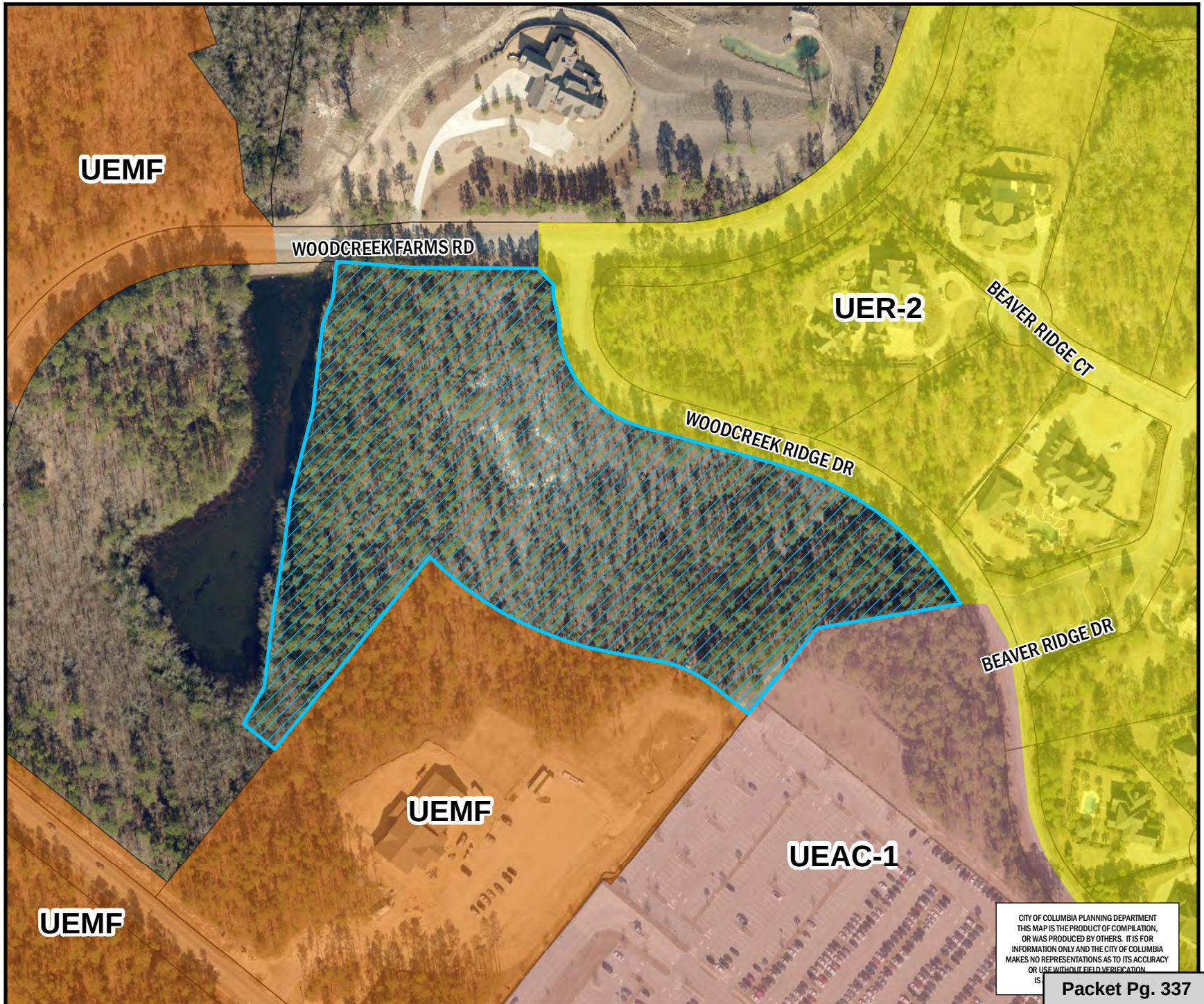
0 50 100 200  
Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
September 19, 2019



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Packet Pg. 337

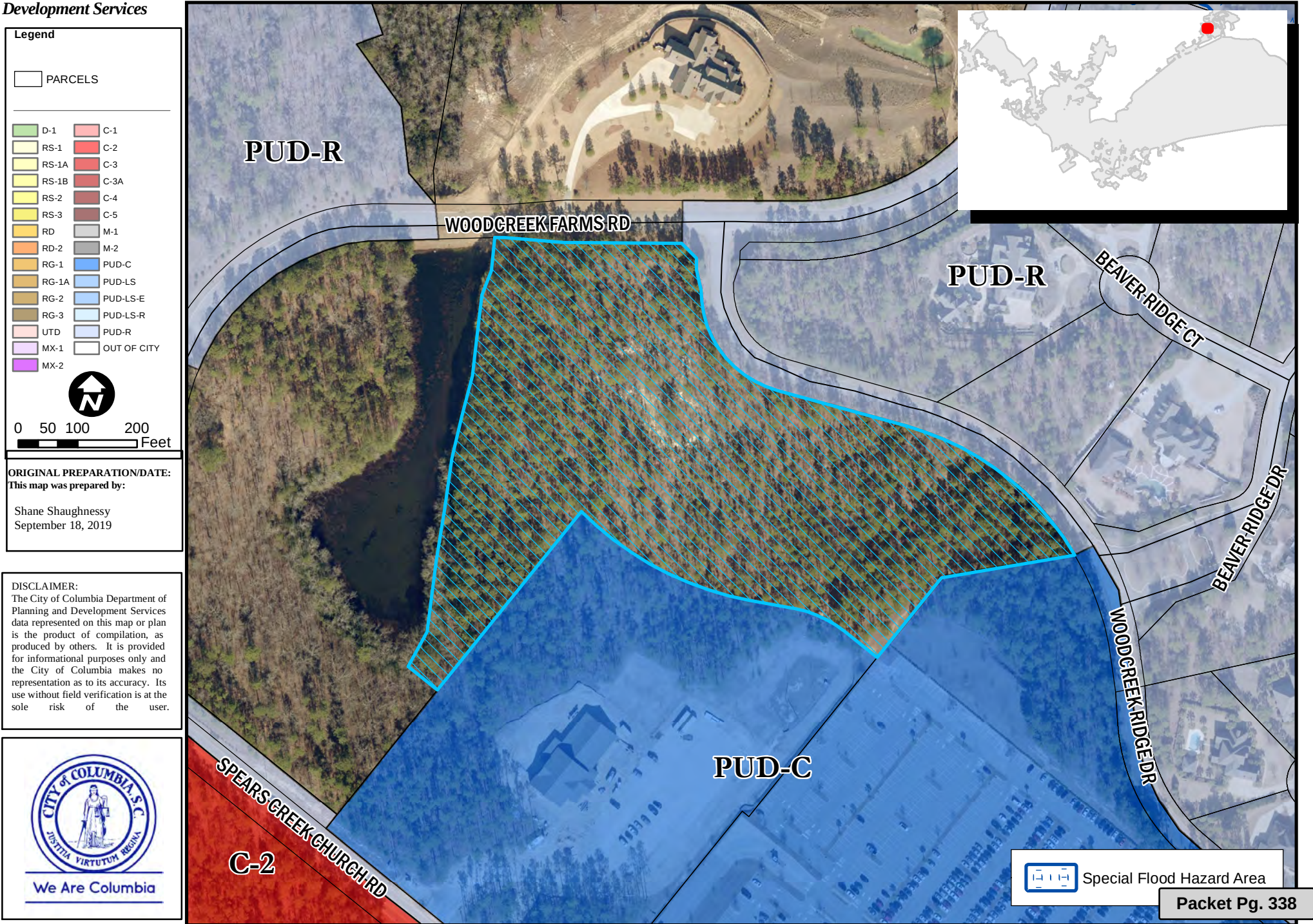
\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

118 Woodcreek Ridge Drive, TMS# 257 24.b  
Current Zoning: PDD, Proposed Zoning: PUD-R





STATE OF SOUTH CAROLINA     )  
                                                   )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

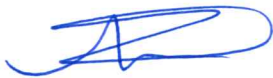
Property Description:         ALL that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 9.42 acres and shown as on a Plat prepared for Woodcreek Development, LLC by Belter & Associates, Inc. dated December 9, 2016 and recorded in the Office of the Register of Deeds for Richland County on January 13, 2017 in Book 2179 at page 3669 and being bounded according to said plat as follows: On the North by Woodcreek Farms Road; on the Northeast by Woodcreek Ridge Drive a 50' Private Road; on the East by property now or formerly of WW12 Columbia SC, LLC; on the South and Southeast by property now or formerly of Grace Presbyterian Church, ARP, Inc., on the Southwest and on the West by property now or formerly of Woodcreek Development Partnership.

Richland County TMS:         25716-02-03

Property Addresses:         118 Woodcreek Ridge Drive

Cascata Development, LLC

BY: \_\_\_\_\_



Date: \_\_\_\_\_

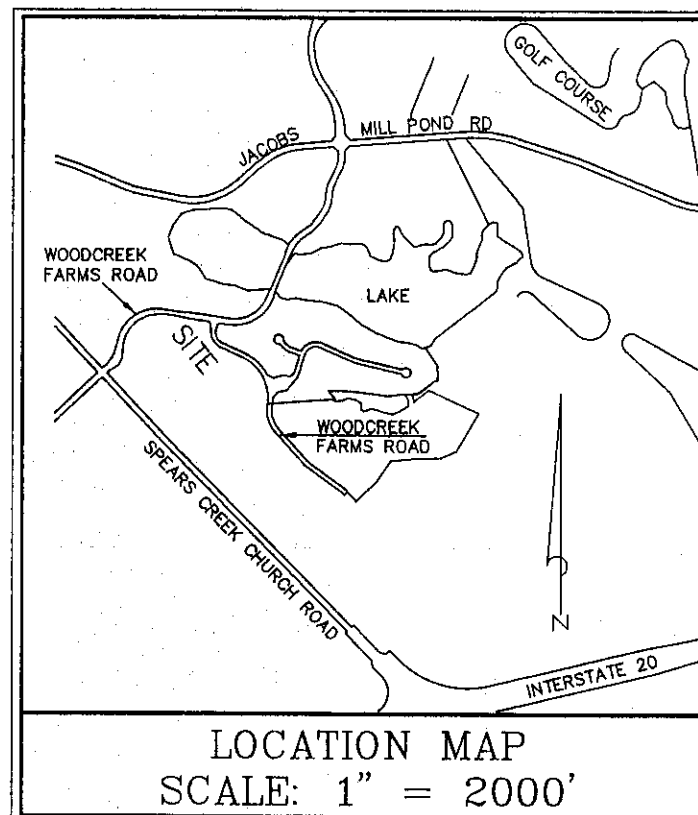
9-17-19

Harold W. Pichler  
 (Print or Type Name)

ITS: \_\_\_\_\_

Manager





N/F  
WOODCREEK DEVELOPMENT  
PARTNERSHIP  
8.96 ACRES  
IN THIS PORTION OF T.M.S. 28800-01-10

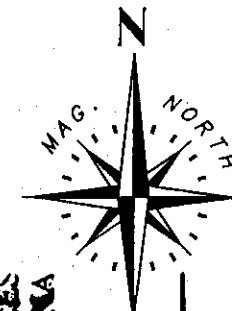
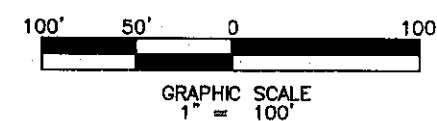
N/F  
WOODCREEK DEVELOPMENT PARTNERSHIP  
8.99 ACRES  
0.43 ACRES IN ACCESS EASEMENT  
TOTAL = 9.42 ACRES  
IN THIS PORTION OF T.M.S. 28800-01-10  
65.13 ACRES± REMAINING IN TMS 28800-01-10

N/F  
GRACE PRESBYTERIAN CHURCH, ARP, INC.  
TMS 25716-02-02  
PLAT RECORD BOOK 1887/3844

N/F  
WW12 COLUMBIA SC, LLC  
TMS 25700-05-01  
DEED RECORD BOOK 1815/676  
PLAT RECORD BOOK 1568/1019

| LINE CHART |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N51°17'42"W | 71.26' |
| L2         | S13°16'20"E | 33.76' |
| L3         | S00°26'01"W | 20.00' |
| L4         | S44°33'59"E | 35.89' |
| L5         | N79°30'21"W | 77.67' |

| CURVE CHART |           |         |         |             |          |
|-------------|-----------|---------|---------|-------------|----------|
| NUM         | DELTA     | ARC     | RADIUS  | BEARING     | DISTANCE |
| C1          | 28°12'39" | 90.74'  | 184.30' | N65°24'02"W | 89.83'   |
| C2          | 34°49'53" | 326.41' | 536.92' | N62°05'21"W | 321.40'  |
| C3          | 44°05'40" | 365.56' | 475.00' | S52°25'55"E | 356.60'  |
| C4          | 74°54'05" | 228.77' | 175.00' | S37°01'02"E | 212.83'  |



PLANNING & DEVELOPMENT SERVICES  
RICHLAND COUNTY SOUTH CAROLINA  
APPROVED FOR RECORDING  
Date: 1/17/17  
BY: ADJ-DBB  
Signature: [Signature]

FB XX-XXX, PG. XX

BELTER & ASSOCIATES, INC.  
144 FRIARSGATE BOULEVARD  
IRMO, SOUTH CAROLINA 29063  
TELEPHONE: (803) 732-4004

PLAT PREPARED FOR

WOODCREEK DEVELOPMENT, LLC

NEAR COLUMBIA, S.C. IN RICHLAND COUNTY

SCALE: 1" = 100'  
SURVEY DATE: 10-17-16  
DRAWING DATE: 12-08-16  
LOT AREA: 410139 S.F.  
9.42 ACRES  
RICHLAND COUNTY TMS#  
28800 BLOCK 01 LOT 10  
JOB NO. 1505035

Book 2179-3669

2017002452 01/13/2017 12:05:47:257

Fee: \$10.00 County Tax: \$0.00

Plat Oversized

Richard County R.O.D.

John T. Hopkins II

NO FLOOD STUDY PROVIDED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING, WHICH MAY BE POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE STRUCTURES; LOCATIONS OF UNDERGROUND UTILITIES, STRUCTURES AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES.

WE HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS IN THE STATE OF SOUTH CAROLINA. ALSO, THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM M. BRASHING  
SCPLS # 9312

NOTE:  
ALL IRONS ARE (O) 1/2" REBAR  
UNLESS OTHERWISE SHOWN.

SEE U.D.S. FILE G-104

**ORDINANCE NO.: 2019-103**

*Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-465 & CF#288-11*

WHEREAS, South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) has made a request for an easement along the subject City-owned property for construction of an underground natural gas line and installation of a generator in the event of a prolonged power outage at the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; and,

WHEREAS, the plans for the underground natural gas line and generator have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_ day of \_\_\_\_\_, 2019, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of natural gas lines, a generator and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for City of Columbia Farrow Pointe Lift Station (Briercliff), drawing sheet 1 of 1, dated September 5, 2018, Project #D-G3060, and being on file in the office of the Department of Engineering under City file reference #250-465 & #288-11. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

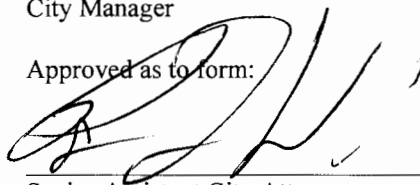
Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Senior Assistant City Attorney

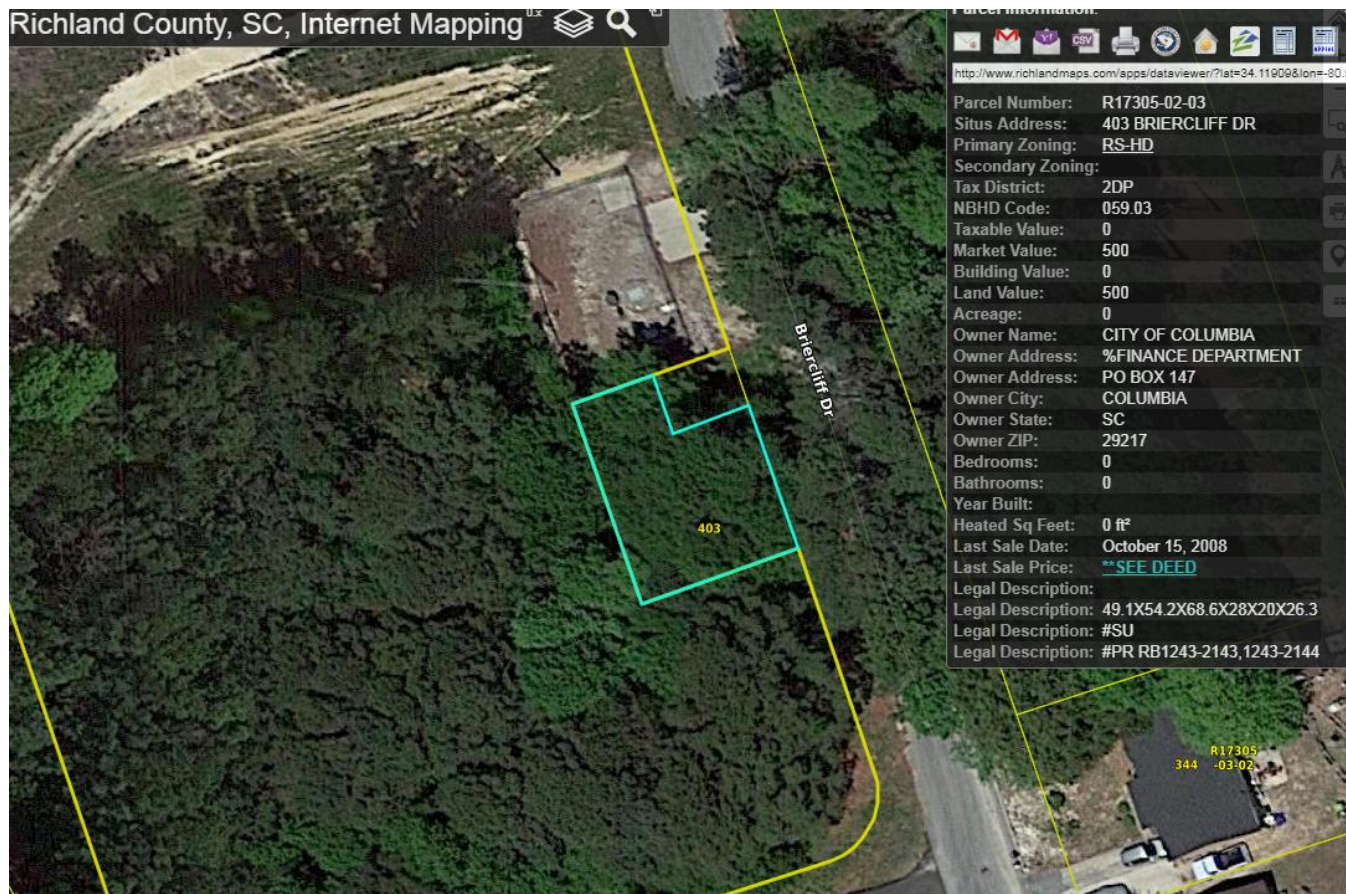
ATTEST:

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

Introduced:

Final Reading:

**ORDINANCE NO.: 2019-103**  
**EXHIBIT "A"**

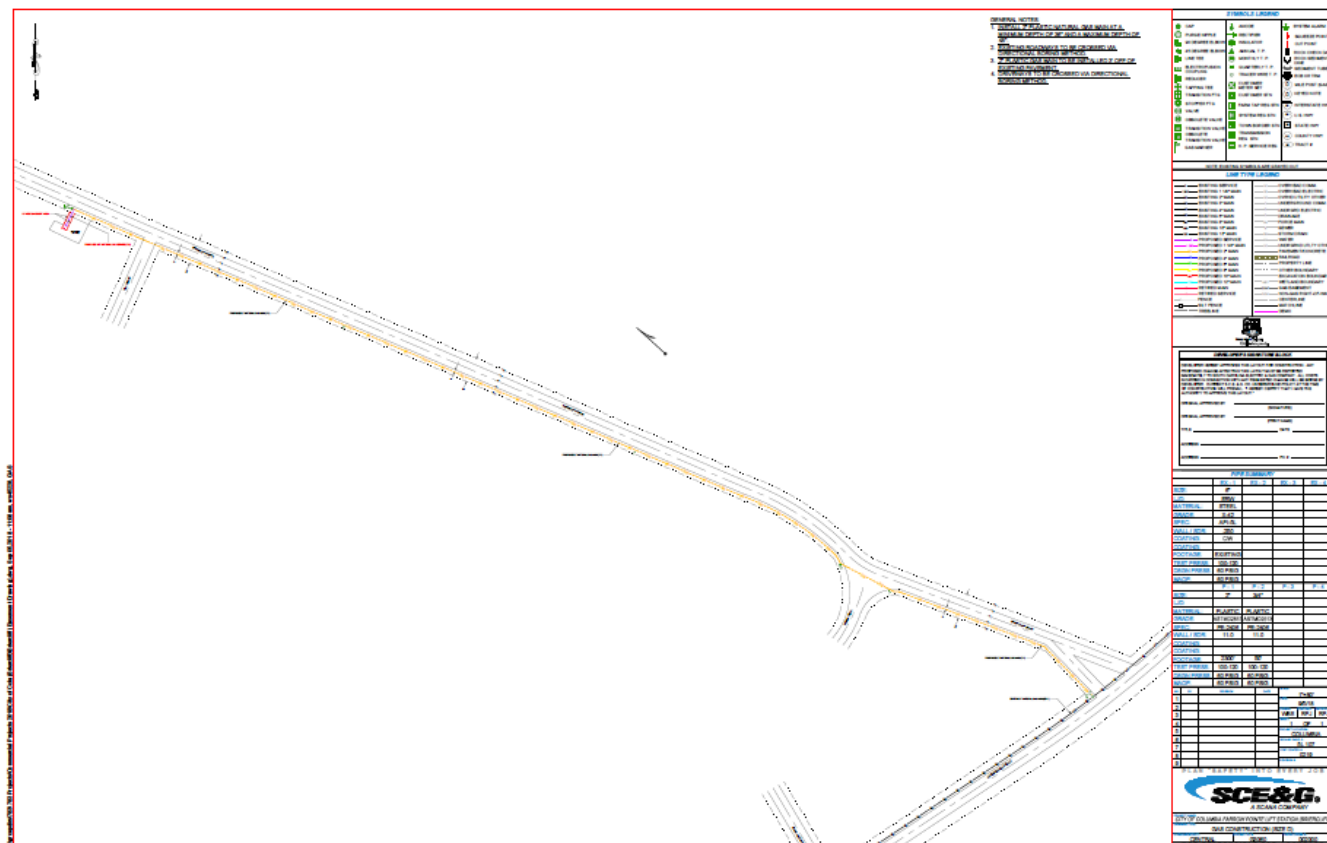


**ORDINANCE NO.: 2019-103**  
**EXHIBIT A**

EASEMENT #897973

PROJECT NAME: UNDERGROUND NATURAL GAS LINES AND GENERATOR FOR FARROW POINTE  
LIFT STATION (BRIERCLIFF)

CF#250-465





**ORDINANCE NO.: 2019-104**

*Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11*

WHEREAS, South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) has made a request for an easement along the subject City-owned property for construction of an underground natural gas line and installation of a generator in the event of a prolonged power outage at The Retreat Sanitary Sewer Lift Station; and,

WHEREAS, the plans for the underground natural gas line and generator have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of natural gas lines, a generator and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for City of Columbia Lift Station (The Retreat), drawing sheet 1 of 1, dated October 8, 2018, Project #D-G3043, and being on file in the office of the Department of Engineering under City file reference #250-470 & #304-11. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

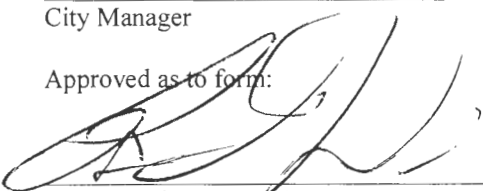
Assistant City Manager Clint E. Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Senior Assistant City Attorney

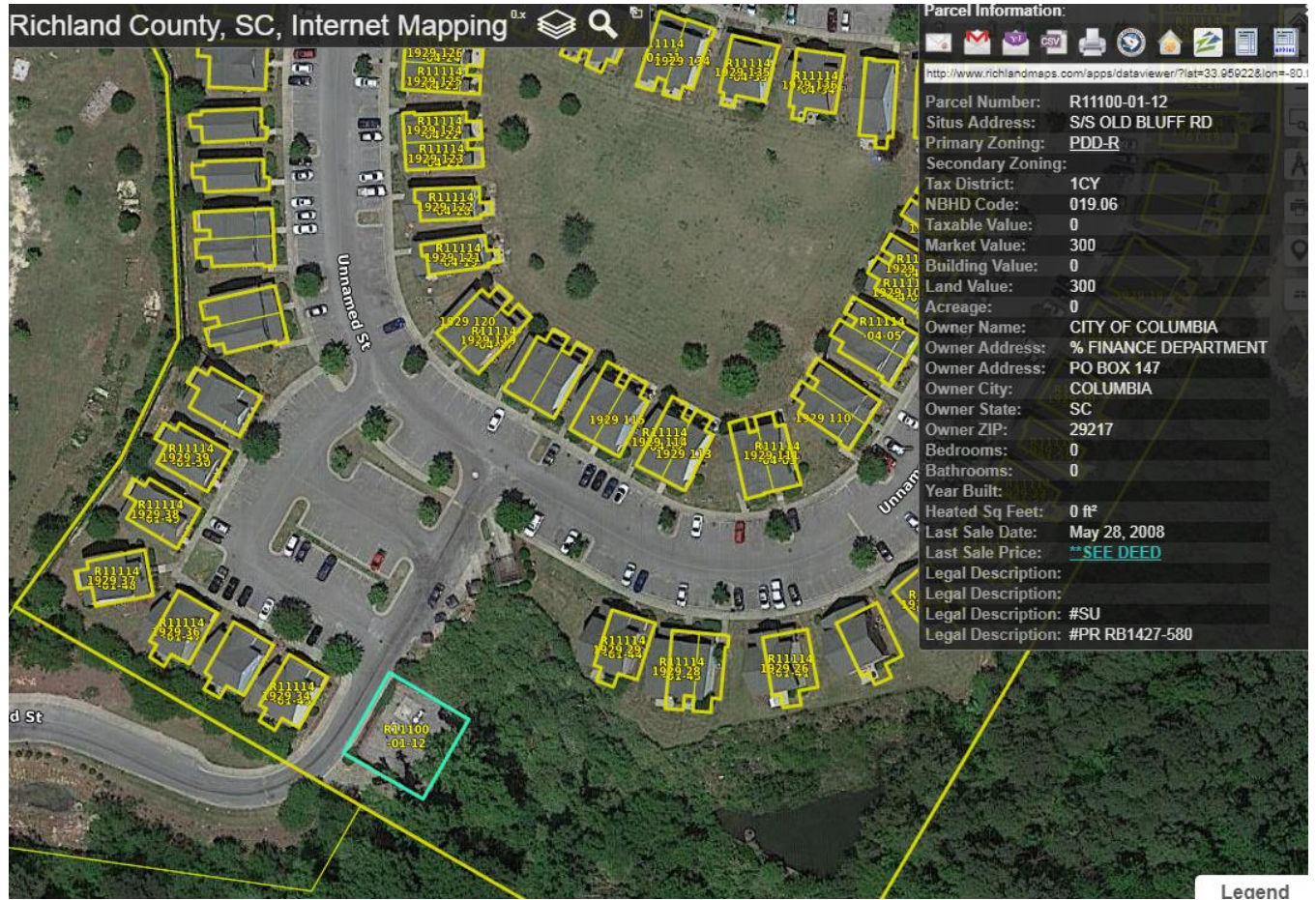
ATTEST:

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

Introduced:

Final Reading:

## ORDINANCE NO.: 2019-104

EXHIBIT "A"

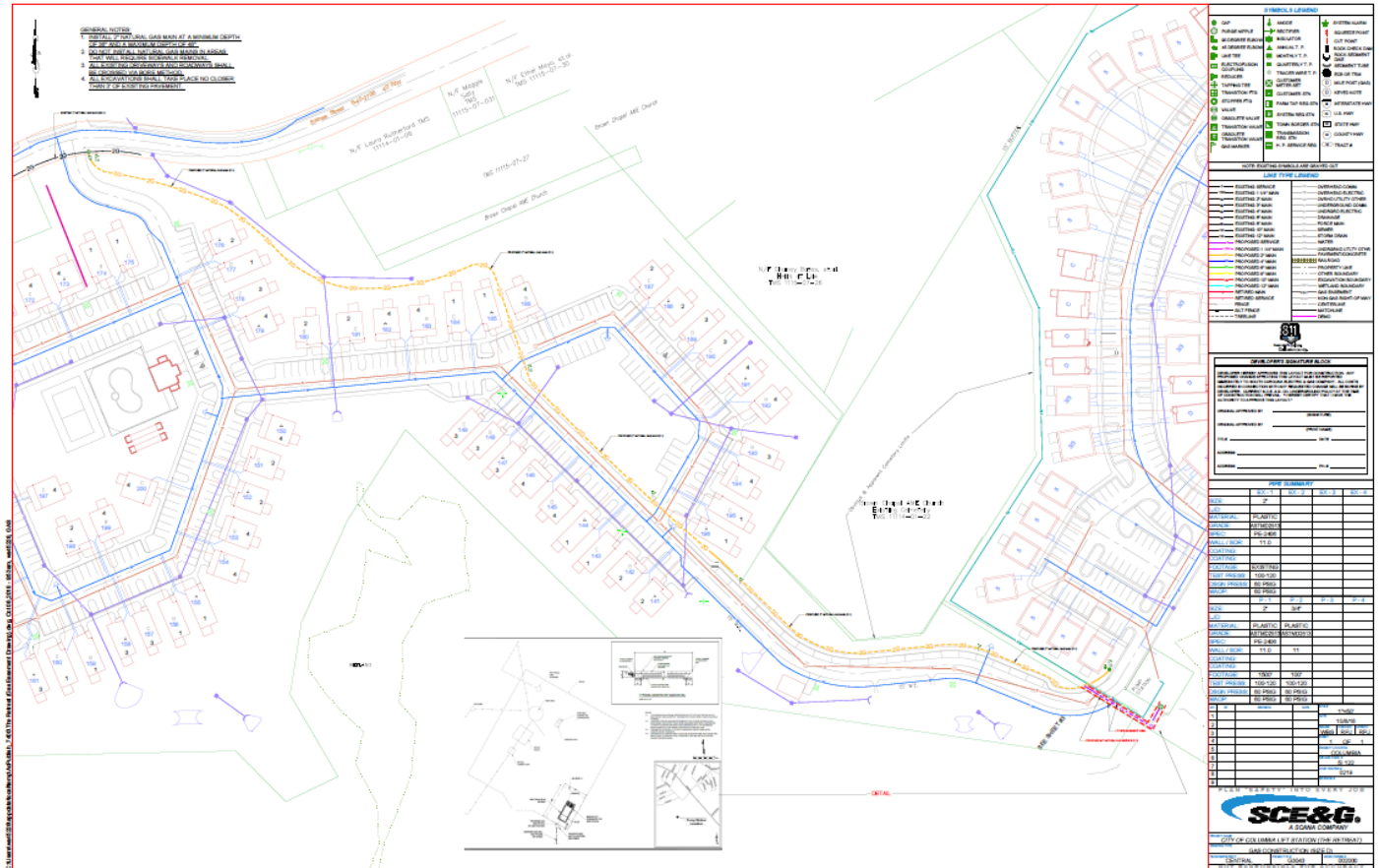
## ORDINANCE NO.: 2019-104

EXHIBIT "A"

EASEMENT #897993

PROJECT NAME: UNDERGROUND NATURAL GAS LINES AND GENERATOR FOR THE RETREAT LIFT  
STATION

CF#250-470





## CITY COUNCIL

December 3, 2019 at 6:00pm

City Council Chambers, 3<sup>rd</sup> Floor, 1737 Main Street, Columbia, SC 29201

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

|                                              |                                                                                                                                                                                                                                                                                |                |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Council District:                            | 4                                                                                                                                                                                                                                                                              |                |
| Proposal:                                    | Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County. |                |
| Applicant:                                   | Gallion Group, Inc.                                                                                                                                                                                                                                                            |                |
| Staff Recommendation:                        | Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                              | APPROVE        |
| PC Recommendation:                           | 11/04/2019; Annex, Assign Interim Land Use & Interim Zoning                                                                                                                                                                                                                    | Approval (6-0) |
| Annexation, 1 <sup>st</sup> Reading:         | 12/03/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                    | PENDING        |
| Annexation, 2 <sup>nd</sup> Reading:         | 12/17/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                    | PENDING        |
| Comp Plan Amendment: 1 <sup>st</sup> Reading | 01/21/20: Confirmation of Land Use Classification                                                                                                                                                                                                                              | PENDING        |
| Comp Plan Amendment: 2 <sup>nd</sup> Reading | 02/04/20: Confirmation of Land Use Classification                                                                                                                                                                                                                              | PENDING        |
| Map Amendment: 1 <sup>st</sup> Reading       | 01/21/20: Zoning Confirmation                                                                                                                                                                                                                                                  | PENDING        |
| Map Amendment: 2 <sup>nd</sup> Reading       | 02/04/20: Zoning Confirmation                                                                                                                                                                                                                                                  | PENDING        |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** Approx. 2.69 acres

**Current Use:** Vacant

**Proposed Use:** Vacant

**Reason for Annexation:** Municipal Services

**Urban Service Area:** Primary

**Current County Land Use:** Mixed Use Corridor

**Proposed Interim City Land Use:** Regional Activity Corridor (AC-3)

**Current County Zoning:** General Commercial (GC)

**Proposed Interim City Zoning:** General Commercial (C-3)

**Census Tract:** 114.14

#### DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

#### Police

Because this property is vacant, we find that annexation of this property **would not have a significant impact on calls for service**. However, if this property is developed commercially in the future, there would likely be an increased number



of calls for service – based upon projected calls for service on other recently annexed properties within this development, the cost could be approximately \$4,000 annually.

### **Fire**

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

### **Engineering**

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is outside of the City of Columbia sewer service area.

### **Water Customer Care**

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers. If the property is developed in the future, this would represent new revenue.

### **Planning & Development Services**

We recommend annexation of this property, a vacant parcel within a primary area as designated in the Urban Service Area plan. **At the current taxable value of the land, the annual real estate tax revenue generated would be approximately \$6,500.** However, if developed, the annual real estate tax revenue would be expected to increase.

\* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

## **PLANS, POLICIES, AND LAND USE**

---

### *Urban Service Area*

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

#### Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

### *The Columbia Plan 2018: Comprehensive Plan Land Use Classification*

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

### **Primary Types**

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)

- Small to Extra Large Business/Employment (excl. Flex)

#### Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

#### Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

#### *Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

---

### **PROPOSED ZONING DISTRICT SUMMARY**

---

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West. Surrounding parcels in unincorporated Richland County are currently zoned GC and RS-MD.

The proposed interim City of Columbia zoning district is General Commercial District (C-3).

#### General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

---

### **STAFF RECOMMENDATION**

---

Staff recommends City Council annex the property and assign interim future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District (C-3) at the time of annexation.







# Future Land Use Map

2.69 acres NW/S Clemson Road, TMS# 25705-07-36;  
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

27.a

Department of Planning &  
Development Services

## Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



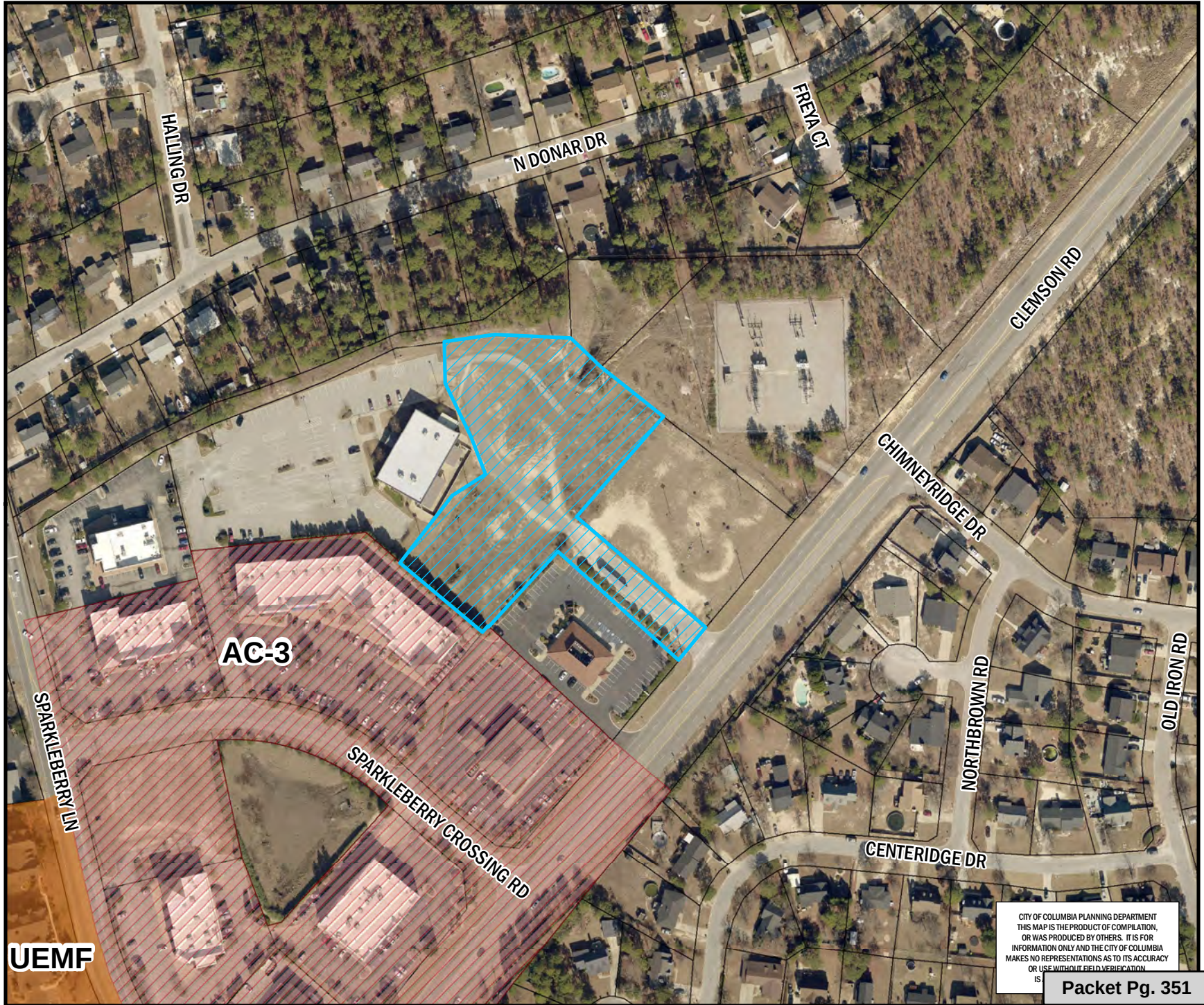
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Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
October 21, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT  
THIS MAP IS THE PRODUCT OF COMPILED,  
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY  
OR USE WITHOUT FIELD VERIFICATION  
IS

Packet Pg. 351

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

2.69 acres NW/S Clemson Road, TMS# 2570 27.a  
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

**Legend**

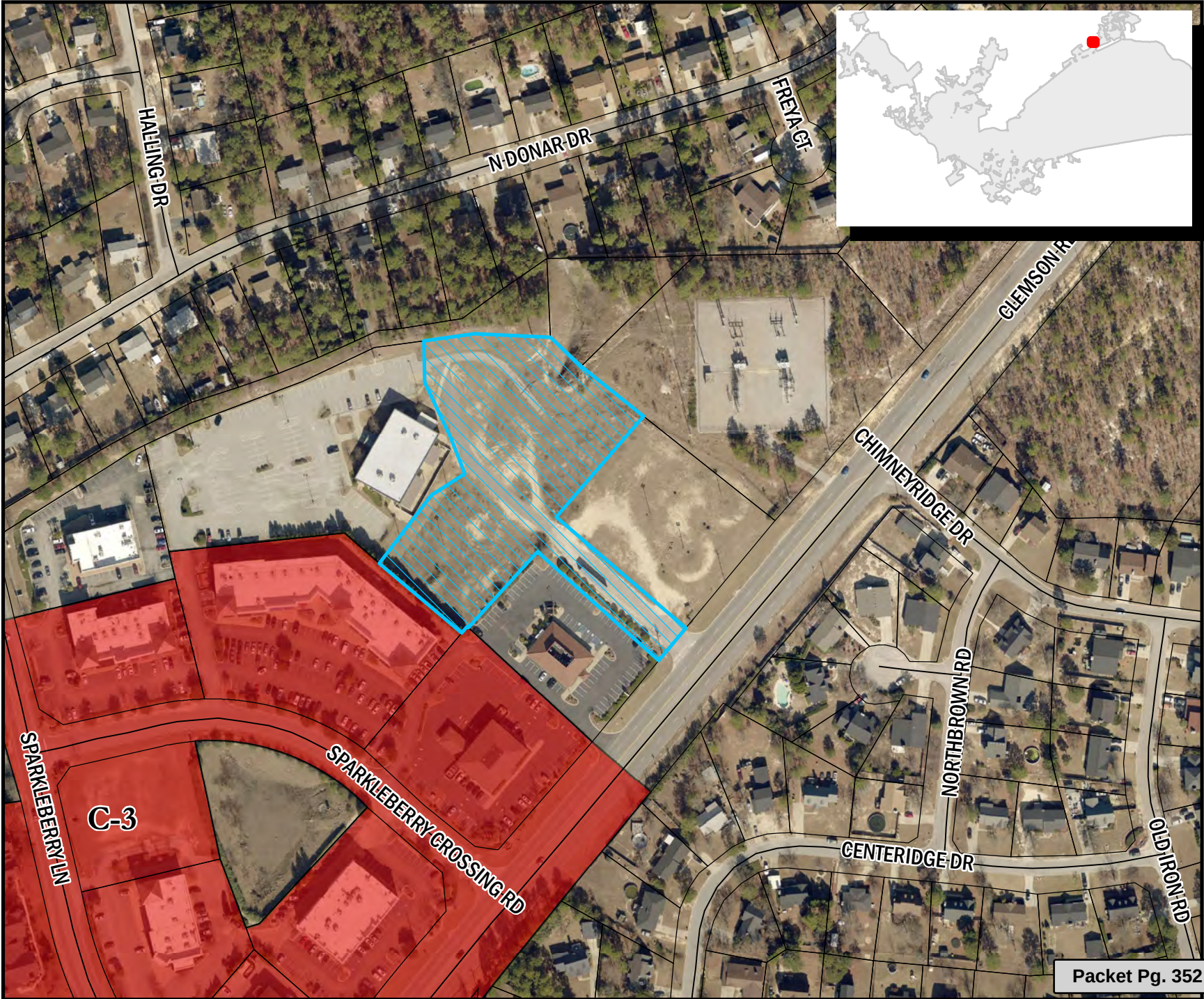
PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |

0 50 100 200 Feet

**ORIGINAL PREPARATION/DATE:**  
This map was prepared by:  
  
Shane Shaughnessy  
October 21, 2019

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





**ORDINANCE NO.: 2019-100**

*Annexing 2.69 acres NW/S Clemson Road, Richland County TMS#25705-07-36*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 2.69 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-36

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

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

ATTEST:

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

Introduced:

Final Reading:

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**ORDINANCE NO.: 2019-100**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the northwestern side of Clemson Road (S-40-52), near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 8B, containing 2.69 acres, more or less, and shown on a Boundary Survey of a Portion of Lot #8, Sparkleberry Crossing Lot Split, prepared for Premier Development I, LLC by WK Dickson, dated July 9, 2007 and recorded July 17, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1336 at Page 1544; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.



# MEMORANDUM

## Office of the City Manager

TO: Department Heads  
 FROM: Teresa Wilson, City Manager  
 DATE: October 3, 2019  
 RE: **Property Address:** 2.69 acres, NW/S Clemson Road  
**Richland County TMS#:** 25705-07-36  
**Owner(s):** Gallion Group, Inc.  
**Current Use:** Vacant  
**Proposed Use:** Vacant  
**Current County Land Use:** Mixed Use Corridor  
**Proposed City Land Use:** Regional Activity Corridor (AC-3)  
**Current County Zoning:** General Commercial (GC)  
**Proposed City Zoning:** General Commercial (C-3)  
**Reason for Annexation:** Municipal Services; Primary Area  
**City Council District:** 4  
**Census Tract:** 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 4, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

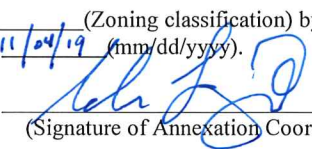
/atl

Attachments

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| cc: Clint Shealy, Assistant City Manager<br>Jeff Palen, Assistant City Manager/CFO<br>Aubrey Jenkins, Fire Chief<br>Joseph Jaco, Director, Utility Operations<br>Robert Anderson, Public Works Director<br>Krista Hampton, Planning & Development Services<br>Lakesha Shannon, Business License Administrator<br>Greg Williams, Deputy Business License Administrator<br>Angela Adams, Customer Care Administrator<br>Jerry Thompson, Building Official<br>Michelle Brazell, Engineering<br>Denny Daniels, Engineering<br>Police Planning & Research<br>Alfreda Tindal, Richland Co. 911 Addressing Coordinator | Missy Gentry, Assistant City Manager<br>Teresa Knox, City Attorney<br>William Holbrook, Police Chief<br>Dana Higgins, Director, Engineering<br>Jan Alonso, Finance Director<br>Gloria Saeed, Community Development Director<br>George Adams, Fire Marshal<br>Rachel Bailey, Zoning Administrator<br>Jacquelyn Richburg, Columbia-Richland 911<br>David Hatcher, Housing Official<br>Richland County Solid Waste Collection<br>John Fellows, Planning Administrator<br>Tori Salvant, Dev. Center Administrator |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







# Future Land Use Map

2.69 acres NW/S Clemson Road, TMS# 25705-07-36;  
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

27.b

Department of Planning &  
Development Services

## Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
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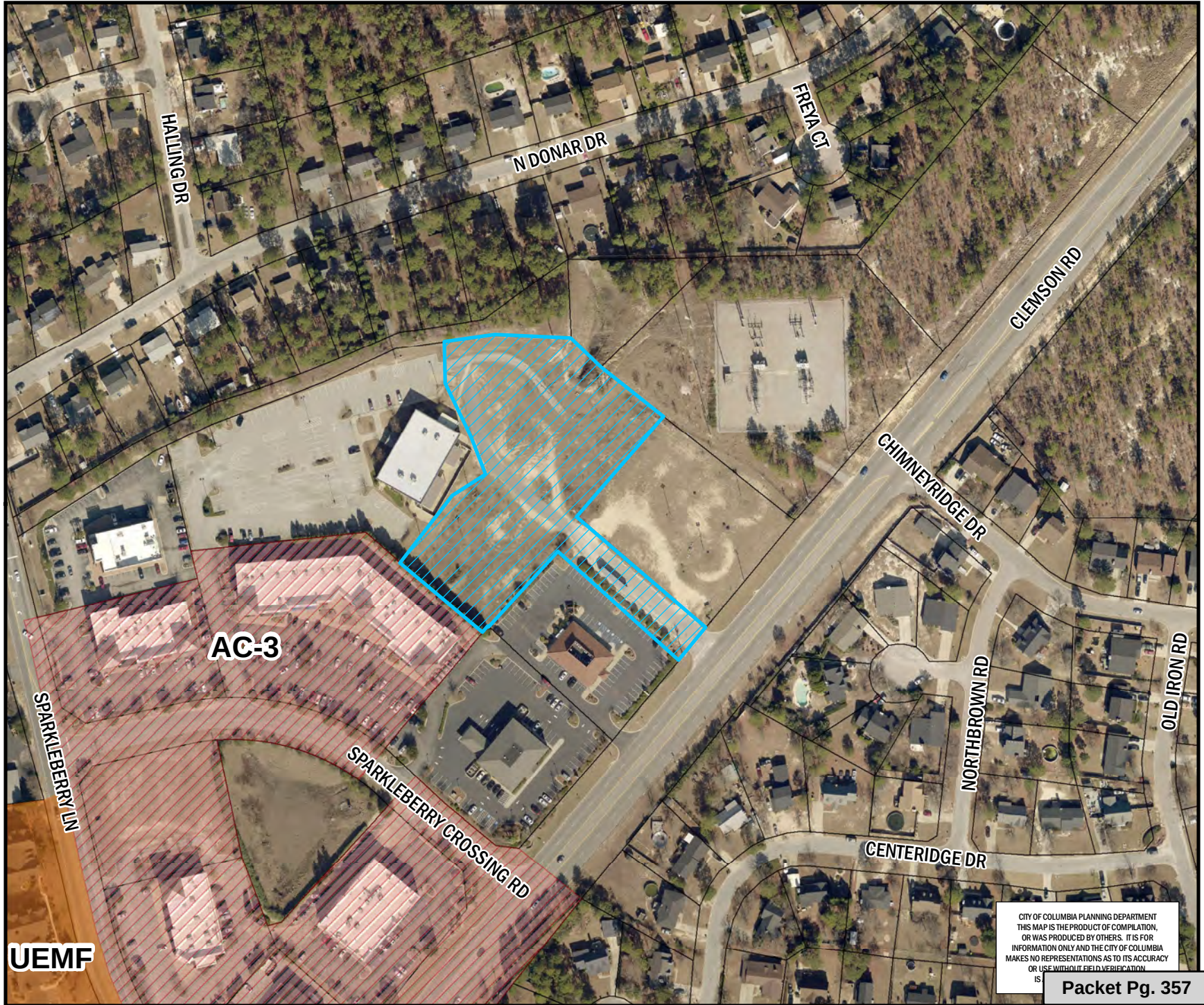
0 50 100 200  
Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
October 3, 2019



We Are Columbia



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Packet Pg. 357

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

2.69 acres NW/S Clemson Road, TMS# 2570 27.b  
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

**Legend**

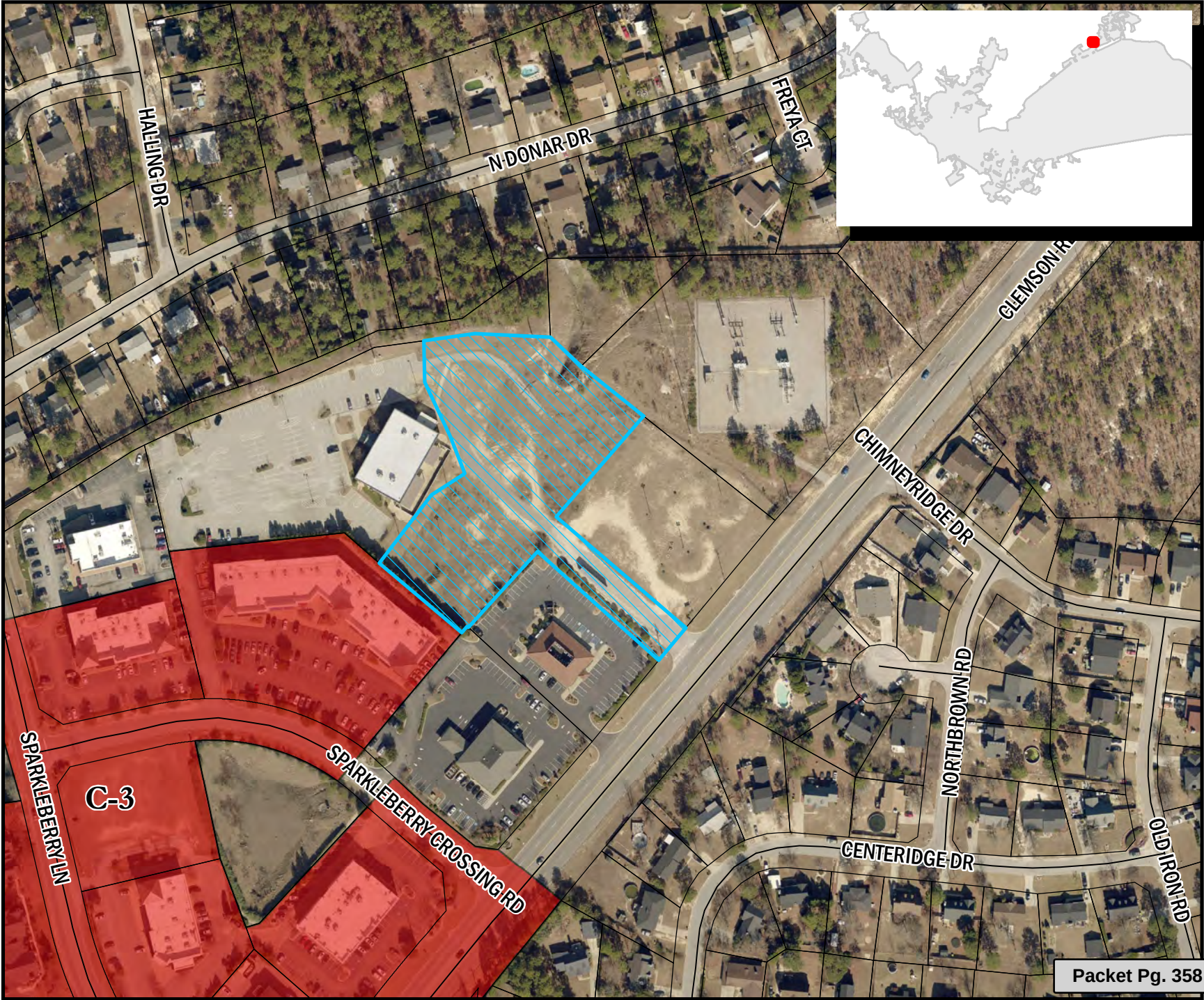
PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |

0 50 100 200 Feet

**ORIGINAL PREPARATION/DATE:**  
This map was prepared by:  
  
Shane Shaughnessy  
October 3, 2019

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STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY    OF    RICHLAND        )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description:       All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the northwestern side of Clemson Road (S-40-52), near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 8B, containing 2.69 acres, more or less, and shown on a Boundary Survey of a Portion of Lot #8, Sparkleberry Crossing Lot Split, prepared for Premier Development I, LLC by WK Dickson, dated July 9, 2007 and recorded July 17, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1336 at Page 1544; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

Richland County TMS:       25705-07-36

Property Addresses:        2.69 acres, NW/S Clemson Road

Gallion Group, Inc.

BY:

Harinder Singh

Date:

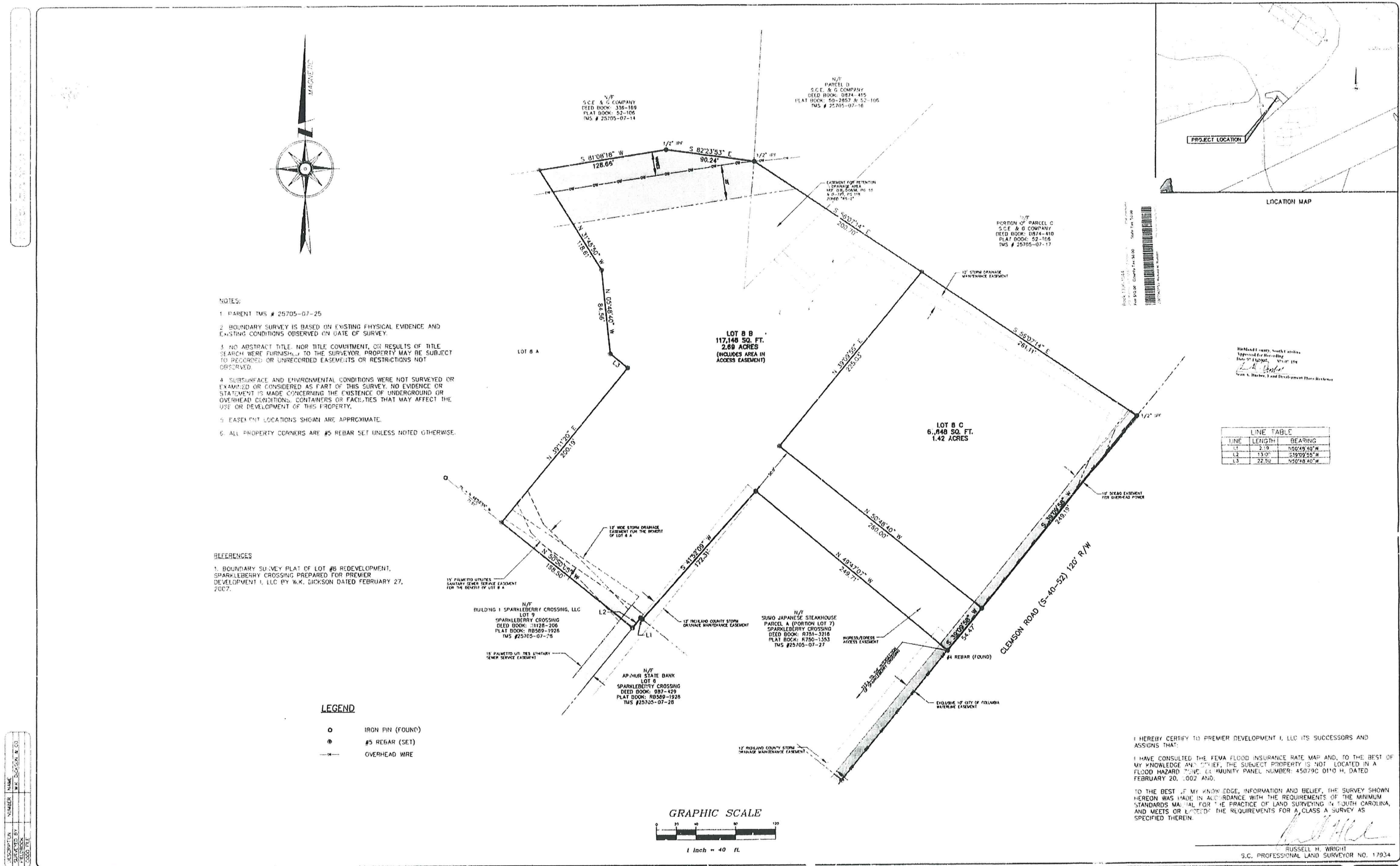
9/20/2019

HARINDER SINGH

ITS:

PRESIDENT

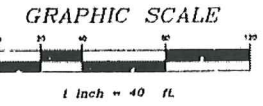
(Print or Type Name)



- NOTES:
- 1. PARENT TMS # 25705-07-25
  - 2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON DATE OF SURVEY.
  - 3. NO ABSTRACT TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. PROPERTY MAY BE SUBJECT TO UNRECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED.
  - 4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
  - 5. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
  - 6. ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS NOTED OTHERWISE.

- REFERENCES:
- 1. BOUNDARY SURVEY PLAT OF LOT #8 REDEVELOPMENT, SPARKLEBERRY CROSSING PREPARED FOR PREMIER DEVELOPMENT I, LLC BY W.K. DICKSON DATED FEBRUARY 27, 2007.

- LEGEND
- IRON PIN (FOUND)
  - #5 REBAR (SET)
  - OVERHEAD WIRE



LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 2.19   | N50°49'40"W |
| L2   | 13.07  | S10°02'55"W |
| L3   | 22.50  | N50°48'40"W |

I HEREBY CERTIFY TO PREMIER DEVELOPMENT I, LLC ITS SUCCESSORS AND ASSIGNS THAT:

I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE. COMMUNITY PANEL NUMBER: 45079C 0110 H, DATED FEBRUARY 20, 2002 AND:

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

RUSSELL H. WRIGHT  
S.C. PROFESSIONAL LAND SURVEYOR NO. 17934

| REVISION | NUMBER | DATE       |
|----------|--------|------------|
| 1        | 1      | 2007.07.09 |

|                                                                                                                            |                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| DATE: JULY 9, 2007<br>PREPARED FOR:<br><b>PREMIER DEVELOPMENT I, LLC</b><br>NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA | BOUNDARY SURVEY<br>OF<br>A PORTION OF LOT #8, SPARKLEBERRY CROSSING<br>LOT SPLIT |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|





## CITY COUNCIL

December 3, 2019 at 6:00pm

City Council Chambers, 3<sup>rd</sup> Floor, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 8550 Farrow Road; TMS# 17104-05-01

|                                              |                                                                                                                                                                                                                                                                                         |                |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Council District:                            | 1                                                                                                                                                                                                                                                                                       |                |
| Proposal:                                    | Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned Light Industrial (M-1) by Richland County. |                |
| Applicant:                                   | Pantry Express, LLC                                                                                                                                                                                                                                                                     |                |
| Staff Recommendation:                        | Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                                       | APPROVE        |
| PC Recommendation:                           | 11/04/2019; Annex, Assign Interim Land Use & Interim Zoning                                                                                                                                                                                                                             | Approval (6-0) |
| Annexation, 1 <sup>st</sup> Reading:         | 12/03/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                             | PENDING        |
| Annexation, 2 <sup>nd</sup> Reading:         | 12/17/19: Annex, Assign Interim Land Use and Interim Zoning                                                                                                                                                                                                                             | PENDING        |
| Comp Plan Amendment: 1 <sup>st</sup> Reading | 01/21/20: Confirmation of Land Use Classification                                                                                                                                                                                                                                       | PENDING        |
| Comp Plan Amendment: 2 <sup>nd</sup> Reading | 02/04/20: Confirmation of Land Use Classification                                                                                                                                                                                                                                       | PENDING        |
| Map Amendment: 1 <sup>st</sup> Reading       | 01/21/20: Zoning Confirmation                                                                                                                                                                                                                                                           | PENDING        |
| Map Amendment: 2 <sup>nd</sup> Reading       | 02/04/20: Zoning Confirmation                                                                                                                                                                                                                                                           | PENDING        |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** 1.69 acres

**Current Use:** Commercial

**Proposed Use:** Commercial

**Reason for Annexation:** Municipal Services

**Urban Service Area:** Secondary Area

**Current County Land Use:** Economic Development Corridor

**Proposed Interim City Land Use:** Community Activity Corridor (AC-2)

**Current County Zoning:** Light Industrial (M-1)

**Proposed Interim City Zoning:** Light Industrial District (M-1)

**Census Tract:** 108.05

#### DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

#### Police

We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD **approximately \$8,000 annually** to provide service for this property based upon current calls for service at similar properties within the City of Columbia.

**Fire**

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

**Solid Waste**

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

**Engineering**

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

**Water Customer Care**

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

**Planning & Development Services**

We recommend annexation of this property, a gas station and convenience store within a secondary area as designated in the Urban Service Area plan. Based upon the current taxable value and current tax rates, **the annual real estate tax revenue generated would be approximately \$7,600.**

\* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

---

**PLANS, POLICIES, AND LAND USE**

---

**Urban Service Area**

Subject parcel is in a “Secondary Area” as identified in the Urban Service Area Map

**Principles and Goals of the Urban Service Area**

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

**The Columbia Plan 2018: Comprehensive Plan Land Use Classification**

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Economic Development Corridor by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three- to five-mile drive, and typically consist of a variety of commercial and service uses.

**Primary Types**

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures & Lots

*Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is located within the study areas of the *Walkable 29203 Pedestrian Master Plan* (2017). The Walkable 29203: Pedestrian Master Plan (2017) encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

---

**PROPOSED ZONING DISTRICT SUMMARY**


---

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, West, and East and GC to the East and West.

The proposed interim City of Columbia zoning district is Light Industrial District (M-1).

*Light Industrial District (M-1)*

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

---

**STAFF RECOMMENDATION**


---

Staff recommends City Council annex the property and assign interim future land use classification of Community Activity Corridor (AC-2) at the time of annexation.

Staff recommends City Council assign interim zoning of Light Industrial District (M-1) at the time of annexation.







# Future Land Use Map

8550 Farrow Road, TMS# 17104-05-01;

Current Rich. Co. FLU: Economic Development Corridor, Proposed FLU: AC-2

28.a

Department of Planning &  
Development Services

## Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200  
Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
October 3, 2019



We Are Columbia



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Packet Pg. 365

\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

8550 Farrow Road, TMS# 17104-05-01;  
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1

28.a

## Legend

PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |



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Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

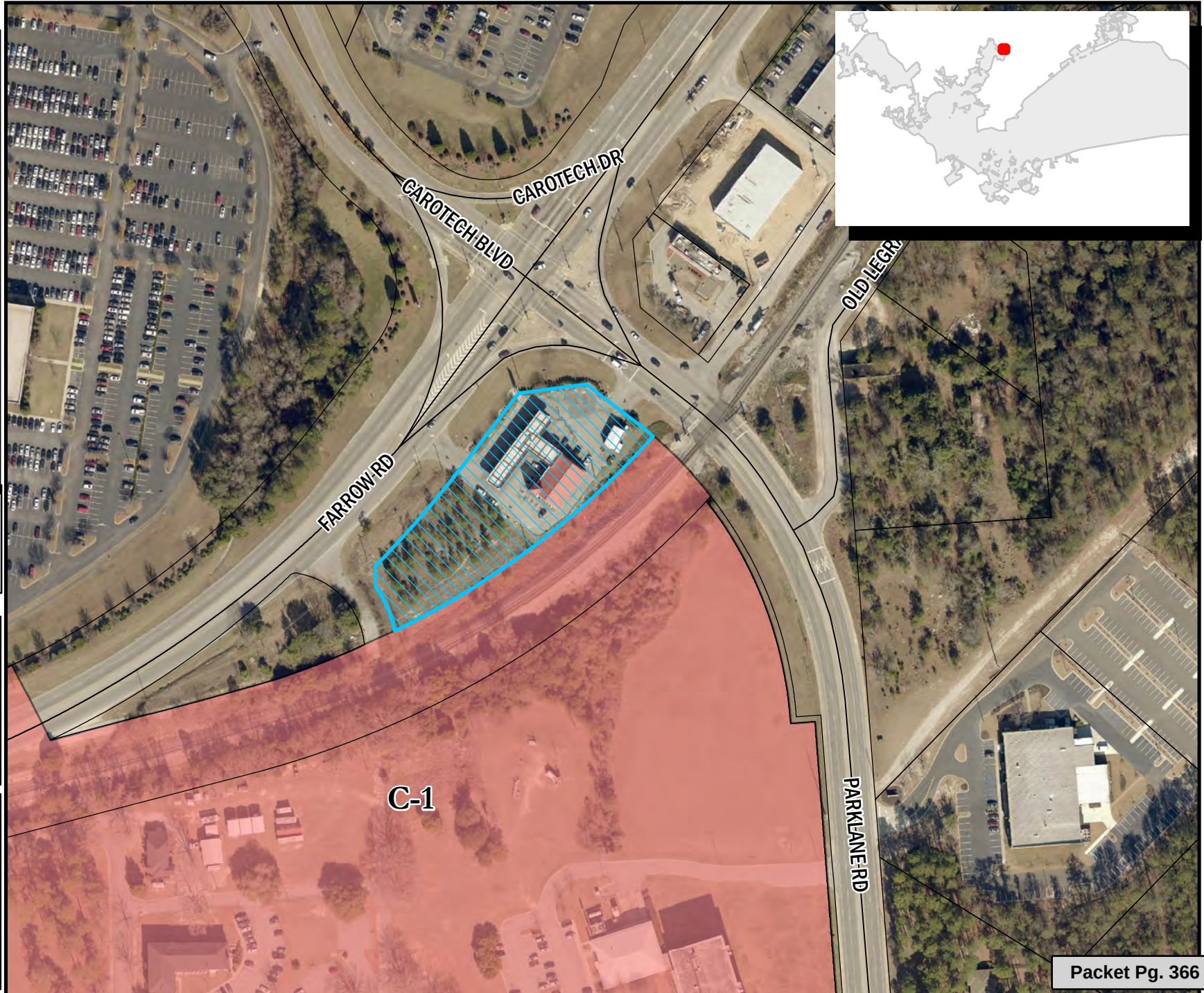
Shane Shaughnessy  
October 3, 2019

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We Are Columbia



Packet Pg. 366



**ORDINANCE NO.: 2019-101***Annexing 8550 Farrow Road, Richland County TMS#17104-05-01*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.05, contains 1.69 acres, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17104-05-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

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

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

Introduced:

Final Reading:

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**ORDINANCE NO.: 2019-101**

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located at the southwestern corner of the intersection of Farrow Road (S.C. Highway 555) and Parklane Road (S.C. Road 540-1036), near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and described on Plat Prepared for Acme Properties Limited Partnership prepared by Lucius D. Cobb, Sr., dated October 25, 1999, as follows: BEGINNING at a point at the intersection of the western edge of the right of way of Parklane Road (70' R/W) and the northern edge of Southern Railroad Right of Way and running thence with the northern edge of Southern Railroad Right of Way in a circular curve to the right having a radius of 1273.22 feet for an arc distance of 509.92 feet (chord bearing and distance is S. 63 deg. 57' 31" W. 506.51 feet) to an old iron located on the eastern edge of Closed Entrance to State Hospital; thence running with said closed entrance in a circular curve to the left having a radius of 175.0 feet for an arc distance of 76.78 feet (chord bearing and distance is N. 12 deg. 36' 35" W 76.17 feet) to an old concrete R/W monument; thence running N. 17 deg. 52' 23" E. 31.62 feet to an old iron on the southern edge of the right of way of Farrow Road (110' R/W); thence running with said right of way the following three (3) courses and distances: (1) in a circular curve to the left having a radius of 1720.56 feet for an arc distance of 203.48 feet (chord bearing and distance is N. 52 deg. 01' 37" E. 203.36 feet) to an old iron; (2) N. 48 deg. 38' 20" E. 147.77 feet) to an old iron; and (3) S. 86 deg. 33' 54" E. 106.44 feet to an old iron on the western edge of the right of way of Parklane Road; thence with said right of way S. 41 deg. 46' 08" E. 106.52 feet to an old iron and S. 39 deg. 53' 49" E. 26.12 feet to the point of beginning; containing 1.69 acres, according to said plat.

# MEMORANDUM

## Office of the City Manager

TO: Department Heads  
 FROM: Teresa Wilson, City Manager  
 DATE: October 3, 2019  
 RE: **Property Address:** 8550 Farrow Road  
**Richland County TMS#:** 17104-05-01  
**Owner(s):** Pantry Express, LLC  
**Current Use:** Commercial  
**Proposed Use:** Commercial  
**Current County Land Use:** Economic Development Corridor  
**Proposed City Land Use:** Community Activity Corridor (AC-2)  
**Current County Zoning:** Light Industrial (M-1)  
**Proposed City Zoning:** Light Industrial (M-1)  
**Reason for Annexation:** Municipal Services; Secondary Area  
**City Council District:** 1  
**Census Tract:** 108.05

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 4, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

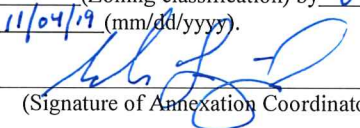
/atl

### Attachments

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| cc: Clint Shealy, Assistant City Manager<br>Jeff Palen, Assistant City Manager/CFO<br>Aubrey Jenkins, Fire Chief<br>Joseph Jaco, Director, Utility Operations<br>Robert Anderson, Public Works Director<br>Krista Hampton, Planning & Development Services<br>Lakesha Shannon, Business License Administrator<br>Greg Williams, Deputy Business License Administrator<br>Angela Adams, Customer Care Administrator<br>Jerry Thompson, Building Official<br>Michelle Brazell, Engineering<br>Denny Daniels, Engineering<br>Police Planning & Research<br>Alfreda Tindal, Richland Co. 911 Addressing Coordinator | Missy Gentry, Assistant City Manager<br>Teresa Knox, City Attorney<br>William Holbrook, Police Chief<br>Dana Higgins, Director, Engineering<br>Jan Alonso, Finance Director<br>Gloria Saaed, Community Development Director<br>George Adams, Fire Marshal<br>Rachel Bailey, Zoning Administrator<br>Jacquelyn Richburg, Columbia-Richland 911<br>David Hatcher, Housing Official<br>Richland County Solid Waste Collection<br>John Fellows, Planning Administrator<br>Tori Salvant, Dev. Center Administrator |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







# Future Land Use Map

8550 Farrow Road, TMS# 17104-05-01;  
Current Rich. Co. FLU: Economic Development Corridor, Proposed FLU: AC-2

28.b

Department of Planning &  
Development Services

## Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



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Feet

ORIGINAL PREPARATION/DATE:  
This map was prepared by:

Shane Shaughnessy  
October 3, 2019



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\*\* DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



# Zoning Map

Department of Planning &  
Development Services

8550 Farrow Road, TMS# 17104-05-01;  
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1

28.b

## Legend

PARCELS

|       |             |
|-------|-------------|
| D-1   | C-1         |
| RS-1  | C-2         |
| RS-1A | C-3         |
| RS-1B | C-3A        |
| RS-2  | C-4         |
| RS-3  | C-5         |
| RD    | M-1         |
| RD-2  | M-2         |
| RG-1  | PUD-C       |
| RG-1A | PUD-LS      |
| RG-2  | PUD-LS-E    |
| RG-3  | PUD-LS-R    |
| UTD   | PUD-R       |
| MX-1  | OUT OF CITY |
| MX-2  |             |



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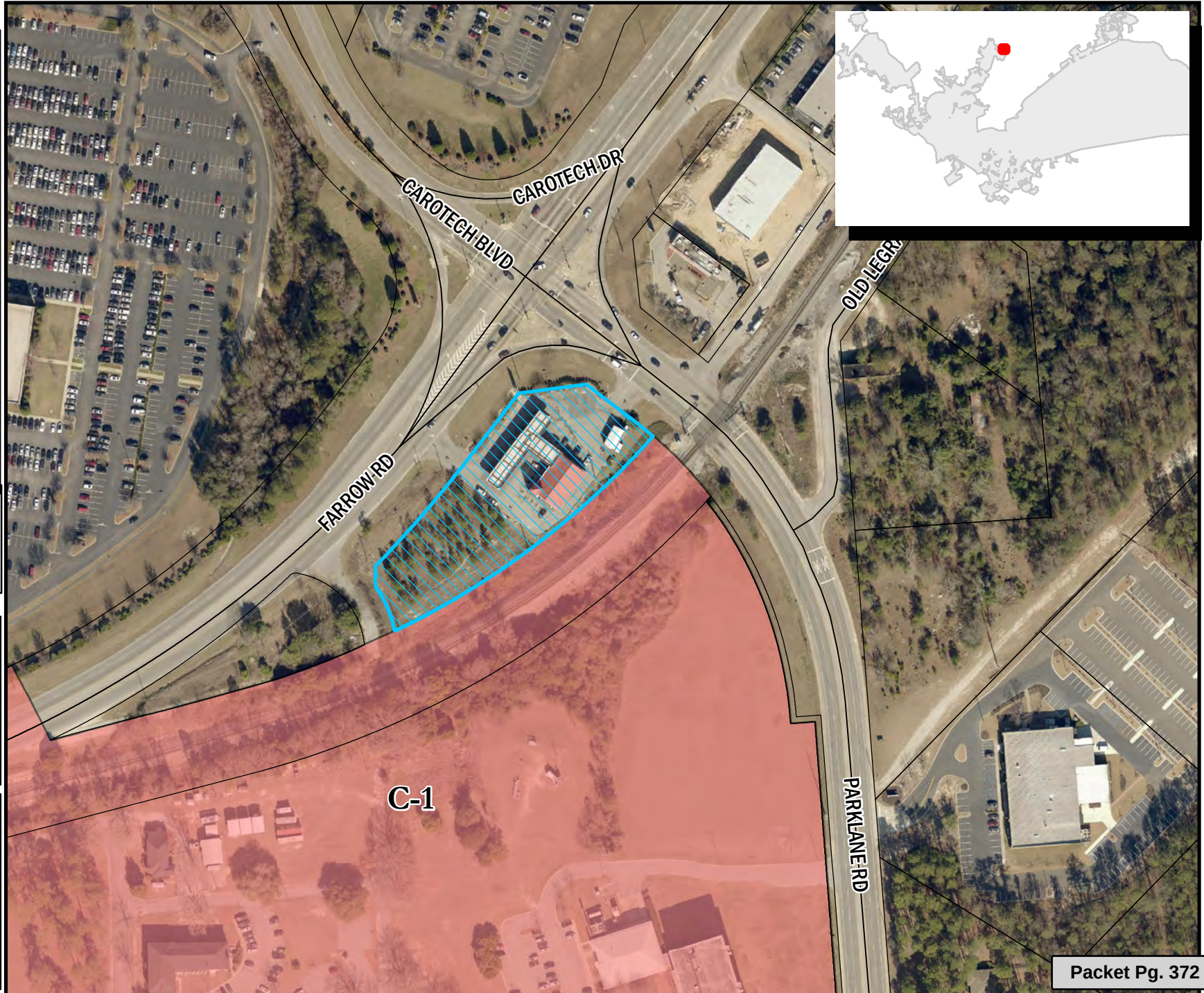
Shane Shaughnessy  
October 3, 2019

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Packet Pg. 372



STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located at the southwestern corner of the intersection of Farrow Road (S.C. Highway 555) and Parklane Road (S.C. Road 540-1036), near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and described on Plat Prepared for Acme Properties Limited Partnership prepared by Lucius D. Cobb, Sr., dated October 25, 1999, as follows: BEGINNING at a point at the intersection of the western edge of the right of way of Parklane Road (70' R/W) and the northern edge of Southern Railroad Right of Way and running thence with the northern edge of Southern Railroad Right of Way in a circular curve to the right having a radius of 1273.22 feet for an arc distance of 509.92 feet (chord bearing and distance is S. 63 deg. 57' 31" W. 506.51 feet) to an old iron located on the eastern edge of Closed Entrance to State Hospital; thence running with said closed entrance in a circular curve to the left having a radius of 175.0 feet for an arc distance of 76.78 feet (chord bearing and distance is N. 12 deg. 36' 35" W 76.17 feet) to an old concrete R/W monument; thence running N. 17 deg. 52' 23" E. 31.62 feet to an old iron on the southern edge of the right of way of Farrow Road (110' R/W); thence running with said right of way the following three (3) courses and distances: (1) in a circular curve to the left having a radius of 1720.56 feet for an arc distance of 203.48 feet (chord bearing and distance is N. 52 deg. 01' 37" E. 203.36 feet) to an old iron; (2) N. 48 deg. 38' 20" E. 147.77 feet) to an old iron; and (3) S. 86 deg. 33' 54" E. 106.44 feet to an old iron on the western edge of the right of way of Parklane Road; thence with said right of way S. 41 deg. 46' 08" E. 106.52 feet to an old iron and S. 39 deg. 53' 49" E. 26.12 feet to the point of beginning; containing 1.69 acres, according to said plat.

Richland County TMS: 17104-05-01

Property Address: 8850 Farrow Road

Pantry Express, LLC

BY:

*Anthony S. Smith*  
 (Signature)

Date:

Sept 19, 2019

*D. Harper Smith*  
 (Print or Type Name)

ITS:

*Agent*  
 (Print or Type Title)



## RESOLUTION NO.: R-2019-104

*Authorizing acceptance and dedication of that portion of a street known as Germany Street from Barhamville Road (S40-224) to the existing City portion of Germany Street at Waites Road, located in the Edgewood neighborhood of the City of Columbia; Richland County TMS#11512-01-31, n/f Richland County School District One; CF#250-436*

WHEREAS, the above-referenced street is located in the City limits of Columbia adjoining the W. A. Middle School site and Richland County School District One is desirous of conveying the street to the City of Columbia; and,

WHEREAS, the Street Division has inspected the street on the said property and found that it is in compliance with the City's ordinances and regulations and recommends approval for acceptance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this day \_\_\_\_\_ of \_\_\_\_\_, 2019 that the City of Columbia accepts dedication of the aforesaid street known as Germany Street, located in the Edgewood neighborhood of the City of Columbia in District 2.

The said street is located as shown on a plat of Germany Street prepared for the City of Columbia, dated July 11, 2019 and being on file in the office of the Department of Engineering under City File #250-436. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

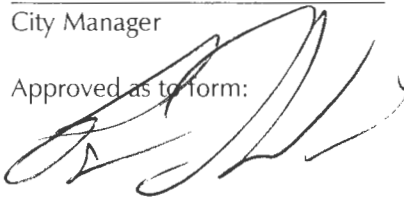
Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Senior Assistant City Attorney

ATTEST:

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

Introduced:  
Final Reading







We Are Columbia

# MEMORANDUM

TO: City Council and City Manager  
From: John Fellows, Planning Administrator  
CC: Hampton, Gentry  
Date: November 1, 2019

RE: City of Columbia Trail Standard / Maintenance and Security Agreement  
between City of Columbia and Richland County

## Background Summary:

- In 2015 the City of Columbia developed a two-page standard for greenways/trails.
- This document called for 14-foot and 12-foot wide paths, depending on anticipated usage levels.
- City Council reviewed and approved these standards, providing an exception for the Three Rivers Greenway section under design at the time, and staff began to coordinate with Richland County.
- On December 5, 2017 Council approved a MOU for the Richland Penny Gills Creek Greenway, Section A, which stated the trail should be 14 feet wide.
- The MOU document wording has been interpreted by the County to require that all elements of the trail must be 14 feet in width – including connections to parking areas, neighborhoods, etc., which was never the intention.
- After a great deal of time and discussion with the Richland County PDT, the County, and stakeholders, it was determined that the best solution for this issue would be to:
  - Revise existing greenway standards to provide clarity for designers
  - Incorporate into the revised standards an administrative adjustment process, through which the City that can provide relief where such relief is pragmatic and necessary.
  - Develop a new Maintenance and Security Agreement (MOU) between the City of Columbia and Richland County for the Gills Creek Greenway, Section A.

## Development of revised Trail System Standards:

- Revisions were desired by both City staff and stakeholder groups to provide for clarity, and this concept and process was presented to Council in July of 2019 prior to the development of revisions.

- City staff (Parks & Recreation, Planning & Development Services, Engineering, and Public Works) began to work on new standards in late July of 2019, building upon ongoing prior discussions of areas for expansion/clarification. The new draft Trail System Standards are intended to comprehensively address best practices, as well as issues that we have discovered through the design process for various Richland Penny greenways.
- These new standards have been written in such a way as to integrate into the City's Engineering Regulations.

Draft of New Maintenance and Security Agreement between City of Columbia and Richland County

- A revised Maintenance and Security Agreement between City of Columbia and Richland County has been drafted and submitted for review by the City's Legal Department.

Next Steps:

- Upon the City's execution of the Maintenance and Security Agreement between City of Columbia and Richland County, said agreement will be sent to the County. County Council will require three readings to approve the MOU, and once approved they will need to modify their contracts with the consultant teams.



**RESOLUTION NO.: R-2019-105**

*Authorizing the City Manager to execute a Maintenance and Security  
Agreement between Richland County and the City of Columbia for  
Gills Creek Section A Greenway*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_,  
2019, that the City Manager is authorized to execute the attached Maintenance and Security  
Agreement, or in a form to be approved by the City Attorney, between a Maintenance and  
Security Agreement between Richland County and the City of Columbia for Gills Creek  
Section A Greenway 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:

**MAINTENANCE AND SECURITY AGREEMENT BETWEEN RICHLAND COUNTY AND THE CITY OF COLUMBIA FOR GILLS CREEK SECTION A GREENWAY**

THIS AGREEMENT, entered into by and between the City of Columbia ("City"), a political subdivision of the State of South Carolina and Richland County ("Richland"), a political subdivision of the State of South Carolina, organized and existing under and by virtue of the laws of the State of South Carolina, collectively the "Parties."

WHEREAS, Richland intends to construct the Gills Creek Greenway Section A from the intersection of Fort Jackson Boulevard and Crowson Road to a point south or as far as funds allow for approximately 2 miles in Columbia, South Carolina ("Greenway"); and,

WHEREAS, the Parties desire to enter into this Maintenance and Security Agreement in order to allocate the respective long-term maintenance and security responsibilities for the designated items and areas between Richland and the City as specified in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged:

**1. The Greenway.**

Richland shall have designed and constructed the Greenway. The current proposed Greenway plan, which is subject to change, will adhere to the City of Columbia Engineering Standards for Trail System. Richland will secure and provide compensation for all property rights (i.e. deeds, easements, and rights-of-way) necessary for construction and maintenance of the Greenway. Said property rights will be conveyed to the City at the completion of Greenway construction upon the City's acceptance of the project. Such acceptance shall not be unreasonably withheld. The City will require the project comply with all applicable Codes. Richland will also provide all final as-built plans delineating changes to the project during construction for future use by the City. The Greenway with the following: The parties agree that in no event will the proposed Greenway alignment include any connection to the Hampton Estates neighborhood, nor will the Greenway alignment be located in whole or in part in the Hampton Estates neighborhood, with the entirety of the system germane on the west bank.

**2. The City's Responsibilities.**

a. City agrees to operate those portions of the Facilities and Greenway as are in the City limits in a non-discriminatory manner with regards to race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability. The City further agrees to operate and maintain those portions of the Facilities and Greenway in the City limits in a safe and usable manner for their intended purposes throughout the term of this agreement. The City further agrees to provide sufficient and appropriate police patrol of the Greenway as a part of its normal police functions within the City, so long as the Greenway exists and is within the municipal limits of the City.

b. The City agrees to the following specific maintenance responsibilities for those locations within the City limits for the Greenway throughout the term of the agreement:

- i. Boardwalks: City will maintain all boardwalks that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the boardwalks.
- ii. Retaining walls: City will maintain all retaining walls that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the retaining walls.
- iii. Concrete sidewalks, curbs and ADA pavers: City will maintain all concrete sidewalks, curbs, ADA pavers and pavement markings along the Greenway. This responsibility includes maintaining the appearance and integrity of these items included in the greenway projectscope.
- iv. Landscaping, fencing and signage: City will maintain the full range of services required for the upkeep of all new plant material, greenscreen fencing and wayfinding signage as detailed and installed in the areas encompassed within the Greenway. For avoidance of doubt, this does not obligate Richland or the City to enter into negotiations for reallocation of this particular maintenance item nor does this obligate the City to accept reallocation of this particular maintenance responsibility.
- v. Bollards: City will maintain all bollards. This responsibility includes the maintaining the integrity and appearance of the bollards proposed and built for the project.

- vi. Lighting and light fixtures: Richland's contractor to install all lighting, lighting fixtures, and call boxes, and the City shall maintain all lighting, all light fixtures and call boxes after the completion of construction and acceptance of the project.
- vii. Benches and garbage containers: City will maintain all benches, trash and garbage containers and provide regular collection of those. This responsibility includes maintaining the appearance and integrity of the benches and trash containers.
- viii. Crosswalk surface treatment: City will maintain the crosswalk surface treatment. This responsibility will include the appearance and integrity of the crosswalk surface treatment.
- ix. Parking lot: City will maintain the paved or gravel parking lot. This responsibility will include the appearance and integrity of the parking lot.
- x. Public toilet facilities: City will maintain all toilet facilities. This responsibility will include the appearance, servicing and integrity of the public toilets along the Greenway.
- xi. Drinking fountains: City will maintain all drinking fountains. This responsibility will include the appearance, servicing and integrity of the drinking fountains along the Greenway.
- xii. Bike racks: City will maintain all racks. This responsibility will include the appearance, and integrity of the bike racks along the Greenway.
- xiii. Kiosk: City will maintain any kiosks that have been planned and constructed for the project. This responsibility will include the appearance and integrity of such kiosks.

### **3. Miscellaneous Provisions.**

a. The City's obligations shall commence upon completion of the Greenway project and acceptance by the City. It is intended that the Parties to this Agreement recognize and acknowledge that as governmental entities, their authority and capacity to perform the maintenance obligations identified herein is subject to each maintaining the respective legal authority to do so. In addition, the allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained.

b. This Agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the Agreement.

c. This Agreement is to be governed, construed and interpreted by the laws of the State of South Carolina. The parties do not waive sovereign immunity except to the extent that litigation may be commenced in the Circuit Court for Richland County, South Carolina as may be necessary. The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.

d. The official executing this Agreement on behalf of the City of Columbia will represent and assert actual authority to bind the City to the obligations and commitments made in this Agreement. Similarly, the official executing this Agreement on behalf of Richland County will represent and assert actual authority to bind Richland County to the obligations and commitments made in this Agreement.

e. Waiver: The failure of either party 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 provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

f. Notice: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia  
City Manager  
Post Office Box 147  
Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return



Receipt Requested, postage prepaid and addressed to:

Richland County Administrator  
2020 Hampton Street  
PO Box 192  
Columbia, SC 29202

Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

g. Agreement Interpretation: Ambiguities in the terms of this Agreement, if any, shall not be construed against the City of Columbia nor Richland County.

h. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision determined to be void or unforeseeable, all other provisions shall remain in full force and effect.

i. Captions and Headings: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

j. Entire Agreement. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

k. Term. The term of this Agreement is twenty (20) years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in original, as of the as of the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

BY: \_\_\_\_\_

Teresa B. Wilson

ITS: City Manager

DATE: \_\_\_\_\_

RICHLAND COUNTY

BY: \_\_\_\_\_

Leonardo Brown

ITS: County Administrator

DATE: \_\_\_\_\_

APPROVED AS TO FORM

*[Signature]*  
Legal Department City of Columbia



We Are Columbia

Planning and Development Services – Planning Division  
1136 Washington Street, Columbia, SC 29204 • Phone: 803-545-3222 • Fax: 803-733-8647

Michael Niermeier  
Director of Transportation  
Richland County  
PO Box 192  
Columbia, South Carolina 29202

November 25, 2019

RE: Adjustment to Trail Standards – Gills Creek Trail.

Mr. Niermeier

This letter shall serve as notice that the City of Columbia Trail Administrative Adjustment Committee has adjusted the standards of the City's Trails Standards contained within the Engineering Standards, as noted in this letter.

The Administrative Adjustment Committee considered an adjustment pursuant to Section 9.18.11 of the City of Columbia Engineering Regulations, and examined whether your request:

- is compatible with current and planned infrastructure,
- is required to compensate for an unusual aspect of the site,
- supports the overall goals of providing for connectivity, access, and anticipated usage levels.
- is proposed to save healthy existing trees, endangered plant life, or make accommodations for wildlife habitat or ecosystem functions.
- will not pose a danger to the public health or safety
- will not pose a danger to the public health or safety
- will not impede the standard maintenance and repairs of the trail or greenway.
- does not result in a reduction and quality of the trail.

The following administrative adjustment has been granted by the Committee:

1. An adjustment of the trail width:  
An adjustment to Section 9.18.8.4.1 Urban Multi-Use Boardwalk Standards, Minimum Trail Width. This adjustment will allow for a straight clear width of 12 feet as this boardwalk is located within environmentally sensitive lands and there is no upland within this corridor is available. This adjustment shall be permitted specific to boardwalk areas from South of the Rosewood Bridge to Timberlane Drive where the boardwalk will transition to an upland and paved trail.
2. An adjustment for materials:  
An adjustment to Section 9.18.8.4.2 Urban Multi-Use Boardwalk Standards. For boardwalks located along the Gills Creek Greenway from Devine Street to Timberlane, the requirement of composite decking is adjusted to allow for premium grade pressure treated lumber for the decking material rather than a composite decking.

*Modifications to the proposed plans made subsequent to this review may require re-review of the plans and/or adjustments requested above by the Committee. This letter is neither a building permit, zoning permit, maintenance agreement, nor should it to be construed as any similar authorization to construct, build, or transfer a trail (pavement or boardwalk) to the City of Columbia. All required permits must be issued prior to land disturbance or construction.*

Regards,

John S. Fellows, Assoc. AIA, AICP  
On behalf of the Trail Administrative Adjustment Committee

Cc:  
Dana Higgins, City Engineer  
David Brewer, Traffic Engineer  
Randy Davis, Parks Director  
Todd Martin, Parks Planner,  
John Fellows, Planning Administrator  
Lucina Statler, Urban Design Planner,  
Natavis Harris, Bike and Pedestrian Planner,





# CITY OF COLUMBIA

Department of Parks and Recreation

Inter-Office Memorandum

To: Mr. Henry Simons, Assistant City Manager  
From: Mr. Randy Davis, Director of Parks and Recreation   
Re: Maintenance and Security Agreement  
Date: November 26, 2019

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Please see attached budget plan for Gills Greek Greenway.

**Gills Creek Greenway Plan**

| Object Code | Object Title       | Proposed Expenses |
|-------------|--------------------|-------------------|
| 6100        | Personnel Services | \$ 166,346        |
| 6200        | Operating Expenses | \$ 32,274         |
| 6300        | Service Expenses   | \$ 16,170         |
| 6400        | Risk Management    | \$ 3,422          |
| 6500        | Capital Outlay     | \$ 42,000         |
| TOTAL GILLS |                    | \$ 261,212        |

- Note: Lighting will be LED and require minimum maintenance. They will be energy efficient with a sensor to limit impact on wildlife and are projected to last a minimum of 10 years.



# 2020 COUNCIL MEETING DATES

## DRAFT

| MEETING DATES | TYPE OF MEETINGS                                            | AGENDA DEADLINES |
|---------------|-------------------------------------------------------------|------------------|
| January 7     | Work Session & Council Meeting                              | December 25      |
| January 21    | Council Meeting/Zoning Public Hearing                       | January 8        |
| January 29    | State of the City Address                                   |                  |
| February 4    | Work Session & Council Meeting                              | January 22       |
| February 18   | Work Session & Council Meeting                              | February 5       |
| March 3       | Work Session & Council Meeting                              | February 19      |
| March 17      | Work Session & Council Meeting / Zoning Public Hearing      | March 4          |
| April 7       | Work Session & Council Meeting                              | March 25         |
| April 21      | Work Session & Council Meeting                              | April 8          |
| May 5         | Work Session & Council Meeting                              | April 22         |
| May 19        | Work Session & Council Meeting / Zoning Public Hearing      | May 6            |
| June 2        | Work Session & Council Meeting                              | May 20           |
| June 16       | Work Session & Council Meeting                              | June 3           |
| July 7        | Work Session & Council Meeting                              | June 24          |
| July 21       | Work Session & Council Meeting / Zoning Public Hearing      | July 8           |
| August 4      | Work Session or Council Meeting / <i>National Night Out</i> | July 22          |
| August 18     | Work Session & Council Meeting                              | August 5         |
| September 1   | Work Session & Council Meeting                              | August 19        |
| September 15  | Work Session & Council Meeting / Zoning Public Hearing      | September 2      |
| October 6     | Work Session & Council Meeting                              | September 23     |
| October 20    | Work Session & Council Meeting                              | October 7        |
| November 3    | Work Session & Council Meeting                              | October 21       |
| November 17   | Work Session & Council Meeting / Zoning Public Hearing      | November 4       |
| December 1    | Work Session & Council Meeting                              | November 18      |
| December 15   | Work Session & Council Meeting                              | December 2       |

**Work Sessions** allows Council to effectively address issues that affect only a limited number of citizens; to consider items of high public interest; and as a means of avoiding prolonged regular meetings. City Council will conduct work sessions at **2:00 p.m.** on the first and third Tuesdays of each month.

**Regular Meetings** of Council are used to discuss the municipality's general and routine business and to enact necessary ordinances and resolutions. These meetings begin at **6:00 p.m.** on the first and third Tuesdays of each month.

**Zoning Public Hearings** are conducted on the third Tuesday of every odd numbered month at **7:00 p.m.** as part of a Regular Council Meeting.