



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 4, 2018**

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, December 4, 2018 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. Amplify / Columbia Compass Update to Council - Ms. Margie Reese - MJR Partners, Principal
2. 2018/2019 Federal Legislative Report - Mr. Ralph Garboushian, Federal Lobbyist
3. 2018/2019 State Legislative Report - Mr. Kyle Michel, State Lobbyist

EXECUTIVE SESSION

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

*Kirby Bishop, et al. v. City of Columbia
Claim of Clarence Hall*

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

*Dockless transportation (stand-up scooters)
Metro Wastewater Treatment Plant*



We Are Columbia

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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)

*Project Kline
Project Bull Street residential and mixed-use
Project 604 Huger
Gregg Park - Gills Creek*

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

*AMI
Finlay Park*

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

CONSENT AGENDA ITEMS 8 THROUGH 10

8. Council is asked to approve the Purchase of Sodium Bisulfite for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Southern Ionics in an amount not to exceed \$134,750.00. This vendor is located in West Point, MS.

Funding Source: Utilities Metro Wastewater Plant - Chemicals; 5516208-624800 - The original budgeted amount is \$300,000.00.

9. Ordinance No.: 2018-066 - Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters

First reading approval was given on November 20, 2018.



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10. Ordinance No.: 2018-070 - Authorizing the City Manager to execute a Lease between the City of Columbia and the State of South Carolina Department of Administration, Real Property Services for the lease of 2221 Devine Street

First reading approval was given on November 20, 2018.

ZONING / PLANNING MATTERS - SECOND READING

11. MAJOR AMENDMENT to a PUD - 3319 Millwood Drive, TMS# 13804-03-09

Council District: 3 & 4

Proposal: Request to make a Major Amendment to a PUD-C

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 09/05/18; Deferred; 10/01/18; Approval (5-4)

First reading approval was given on November 20, 2018.

PRESENTATIONS

12. National Wear Your Pearls Day Proclamation - The Honorable Stephen K. Benjamin

RESOLUTIONS

13. Resolution No.: Amending Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

ORDINANCES - FIRST READING

14. Ordinance No.: 2018-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Kline City Center, portion of Richland County TMS #08912-13-02)



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15. Ordinance No.: 2018-067 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (BullStreet Mixed Use Residential and Retail Development, Richland County TMS #08912-13-02)
16. Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09
17. Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)

OTHER MATTERS

18. Council is asked to approve the installation of one (1) additional street light on S. Waccamaw Street, one (1) additional street light on Cromer Avenue, and one (1) additional street light on Bull Street Property, as requested by the Traffic Engineering Division.

APPOINTMENTS

19. Council is asked to approve the appointments to the Greater Columbia Community Relations Council.
20. Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amplify / Columbia Compass Update to Council - Ms. Margie Reese - MJR Partners, Principal

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

Summary report on conversations and data gathering from the past twelve months for Amplify: A Cultural Plan for the Columbia Area (the cultural portion of Columbia Compass: Envision 2036) prior to moving forward into the recommendations stage of the project in early 2019.

ATTACHMENTS:

- **#a:** Amplify Columbia Website
- **#b:** Columbia Compass: Envision 2036 Website



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: 2018/2019 Federal Legislative Report - Mr. Ralph Garboushian, Federal Lobbyist

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Ralph's Federal Legislative Update Dec 2018, (PDF)
- **#b:** Capital edge update1 (PDF)
- **#c:** Ralph's FAST Act Allocations 2 Dec 2018 (PDF)
- **#d:** Capital Edge Funding Chart (PDF)



FEDERAL LEGISLATIVE UPDATE

DECEMBER 2018

2018 OVERVIEW

Some successes over the past year include:

- Preservation of the tax exemption for municipal bonds
- Increased sub-allocation of highway and transit funds to Columbia;
- Removal of language from a Senate wireless communications spectrum bill that would have preempted local zoning authority over cell phone facilities;
- Turning back Senate efforts to preempt local government regulation of drones;
- Securing an additional \$18.5 million in direct disaster assistance to the City;
- Increased funding for core local government programs, including CDBG and HOME;
- Designation of Opportunity Zones, and
- The Supreme Court ruling allowing collection of sales tax from all retailers.

INCREASED INFRASTRUCTURE FUNDING - STBG

Columbia STBG Sub-Allocation

\$13,884,104

\$11,282,293

\$10,866,393

\$10,483,916

\$11,767,742

\$2,116,362

FY 2015

FY 2016

FY 2017

FY 2018 TOTAL

FY 2018 BASE

FY 2018 EXTRA

INCREASED INFRASTRUCTURE FUNDING - TRANSIT

Columbia Transit Allocation



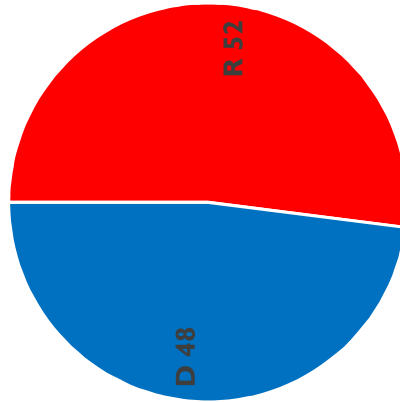
2018 OVERVIEW

Setbacks in 2018 include:

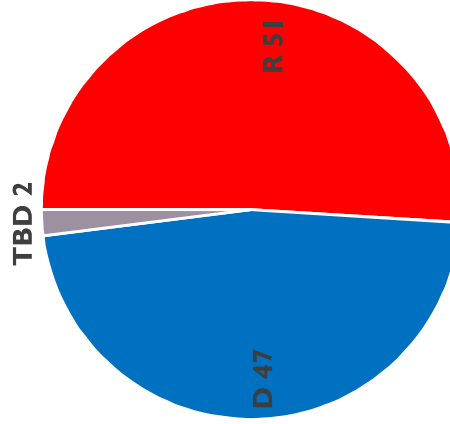
- FCC actions to preempt local authority;
- Loss of the tax exemption for advanced refunding of municipal bonds;
- Capping of the SALT deduction at \$10,000; and
- Continued challenges with the 2020 Census.

2018 ELECTIONS - SENATE

115th Congress - Senate

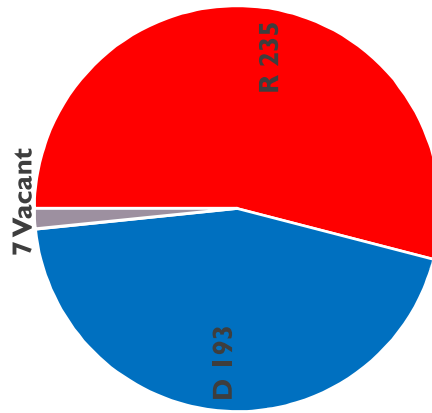


116th Congress - Senate

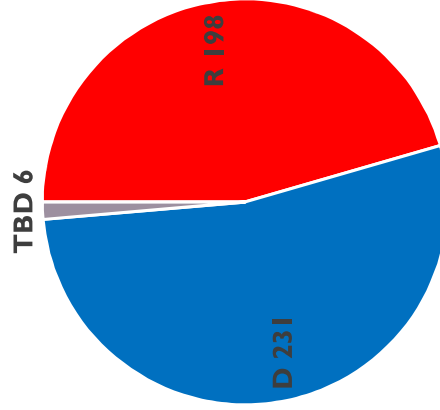


2018 ELECTIONS - HOUSE

115th Congress - House



116th Congress- House



116TH CONGRESS, 1ST SESSION: KEY DATES

- i January: New Congress sworn in
- i January: US Conference of Mayors Winter Meeting
- i January –February: Complete work on FY 2019 spending?
- i March: National League of Cities Meeting
- i March: Debt ceiling suspension expires
- i March – September: FY 2019 appropriations process
- i October^{1st}: FY 2019 begins

116TH CONGRESS, 1ST SESSION: KEY ISSUES

- **Budget**
 - i Sequestration is back for FY 2019 and the Administration is reportedly preparing an austere budget proposal, but another budget deal may be in the works
- **Infrastructure**
 - i Infrastructure package?
 - i FAST Act reauthorization
 - i National Flood Insurance Program reauthorization
 - i FEMA and disaster assistance
- **Local Control**
 - i Telecommunications: ROW & zoning
 - i Drones
 - i Autonomous vehicles
- **Public Safety**
 - i Criminal justice reform
- **Regulations**
 - i President Trump will continue to with his ambitious deregulatory agenda. Major issues include clean air, clean water, fair housing, CRA, safety net programs, and workplace issues.

QUESTIONS & COMMENTS



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We Are Columbia

Together we will build a world-class city



City of Columbia
Federal Legislative Update
December 4, 2018

Budget & Tax

- Tax Cut & Jobs Act
- FY 2019 Appropriations
- Beyond the 2018 Budget Agreement (debt limit/FY 2020 appropriations)

Infrastructure

- Increased Local Transportation Funds for FY 2018 and FY 2019
- FAA reauthorization
- WRDA
- Infrastructure Package?
- FAST Act Reauthorization

Local Authority

- Drones
- Autonomous Vehicles
- FCC

116th Congress

- Election Overview
- South Carolina Delegation

Budget & Tax

Tax Cut & Jobs Act

Columbia led efforts to protect the tax exemption for municipal bonds in the Tax Cut and Jobs Act.

- On a less positive note, the tax law eliminates advanced refunding of tax exempt bonds.

The law also caps the deduction for state and local taxes (SALT) at \$10,000.

- Columbia residents will file federal income taxes under the new SALT cap for the first time next spring.

Other provisions of the tax law include:

- Preservation of the New Markets Tax Credit (NMTC),
- Preservation of the Low-Income Housing Tax Credit, and
- Preservation of the Historic Preservation Tax Credit, with some modification.

The law also created Opportunity Zones, a priority of Senator Scott.

- Eligibility is the same as NMTC, with the governors authorized to designate 25 percent of each state's eligible Census Tracts as Opportunity Zones.
- The program allows investors in Opportunity Zones to defer tax on capital gains reinvested in eligible businesses located in an Opportunity Zone.
- The Internal Revenue Service issued proposed rules and guidance for Opportunity Zones last month and plans to offer another proposed rule and guidance next month.

FY 2019 Appropriations

In February, President Trump and congressional leaders negotiated a two-year budget agreement (PL 115-123) that increases FY 2018 and FY 2019 discretionary spending by \$295.6 billion above the sequester levels.

- The higher spending caps created the first real opportunity for local governments to lobby for increases to core local government programs for the first time in seven years.
- Many of those programs saw their funding slashed in FY 2011 and held steady since as a result of the sequester.

Other highlights of budget agreement include:

- Suspension of the debt limit through March 1, 2019,
- A two-year reauthorization of Community Health Centers,
- Four additional years of authorization for the Children's Health Insurance Program (CHIP), through FY 2028, and

- Creation within Congress of a new Joint Select Committee on Budget & Appropriations Process Reform, to produce legislation fixing the congressional budget process by December 2018 with a guarantee that the bill will get a “fast track” vote.

The two-year budget agreement had a direct impact on local government priorities:

- Cities successfully lobbied the House Appropriations Committee and the House Transportation & Infrastructure Committee to secure increased funding for local transportation and
- Congress increased FY 2018 funding for several core local government grant programs, including Community Development Block Grants, HOME, public safety grants, and the Urban Area Security Initiative, despite the Administration’s proposals to cut or eliminate funding for most of them.

To date, Congress has enacted 5 of the 12 annual appropriations bills.

- Those 5 do not include the measures funding key local government grant making agencies, including the Departments of Transportation, Housing & Urban Development, Commerce, Justice, and Homeland Security.
- The big stumbling block: the Administration’s request for \$5 billion to begin construction of a wall on the Mexican border; wall supporters may oppose any appropriations bill that does not fund the wall.

Beyond the Budget Agreement

When the 116th Congress convenes, it may immediately face the task of completing work on FY 2019 appropriations.

Soon after that, it will have to grapple with the expiration of the debt limit in March and then FY 2020 appropriations.

- Projections of trillion dollar deficits through the next decade will complicate work on both issues.
- The expiration of the two-year budget agreement and the return of tight sequester spending caps will also complicate work on FY 2020 appropriations.
- Appropriators from both parties are looking for another budget deal to increase FY 2020 discretionary spending caps.
- Cities will have to work hard to maintain funding for core local government programs.

Potential wild cards: what will the Joint Select Committee on Budget & Appropriations Process Reform propose? And will Congress approve it?

- The proposal that Congress is most likely to approve is a shift to a two-year budget and appropriations process.

Infrastructure

Budget Agreement Impact on Local Transportation Funding

The two-year budget agreement included an additional \$10 billion in infrastructure funding for each of FY 2018 and FY 2019.

- For FY 2018, Congress allocated the \$10 billion to various infrastructure programs.
- Congress allocated a portion of the \$10 billion to key local government programs, including highways, transit, airports, and water and wastewater.
- Most notably, for Congress allocated additional highway funding through the Surface Transportation Block Grant, assuring that half those funds were sub-allocated to urbanized areas.
- Congress will likely do the same for FY 2019.

FAA Reauthorization

The five year reauthorization of federal aviation programs is largely a status quo bill.

- It does not include an increase in the Passenger Facility Charge.
- It also imposes some new security mandates on commercial airports.

One major change: the new law requires FAA to create a regulatory framework for drones, including:

- Safety standards,
- Operations over people,
- Night operations, and
- Within a few months, regulations governing drone delivery.

In addition, cities successfully turned back language that would have broadly preempted local regulation of unmanned aerial vehicles.

- Instead, the law calls for the Comptroller General to study and report to Congress on the regulation of low-altitude operations of small unmanned aircraft and the appropriate roles and responsibilities of federal, state, local governments in regulating the activity.

WRDA

The Water Resources Development Act enacted earlier this year does not make major changes to the Army Corps of Engineers civil works program.

- Most notably, it rejects the Administration's proposal to transfer the civil works program to civilian agencies.
- However, it calls for a study and report about relocating the agencies.

The WRDA measure also includes several provisions related to municipal water utilities:

- Reauthorization of the State Drinking Water Revolving Loan Fund through FY 2021 at \$1.174 billion in FY 2019 growing to \$1.95 billion in FY 2021,

- Reauthorization of the WIFIA Loan Program at \$50 million per year through FY 2021,
- Authorization of \$500 million over two years for sewer overflow and stormwater reuse municipal grants,
- Allowing water utilities to send reports to customers regarding compliance with federal drinking water standards electronically, and
- Creation of a Stormwater Infrastructure Funding Task Force that includes local officials to conduct on and develop recommendations to improve the availability of funding for stormwater infrastructure.

Infrastructure Package?

Can President Trump and a divided Congress work together to produce an infrastructure package?

- Obstacles include deficit concerns and politics.
- If they can overcome those obstacles, cities will have to work hard to ensure urban areas receive a fair share.

FAST Act Reauthorization

The 116th Congress will also begin work on the reauthorization of federal highway and transit programs, which expire at the end of FY 2020.

- In the face of dwindling Highway Trust Fund balances and projected Highway Trust Fund revenue shortfalls, Congress will struggle to maintain current highway and transit spending levels. (Incoming House Transportation & Infrastructure Committee Chairman Peter DeFazio (D-OR) comes from a state that has piloted a vehicle-miles travelled model of surface transportation funding.)
- Cities will have to work hard to maintain and increase sub-allocation of federal highway funds to the urbanized areas, to maintain and grow the Transportation Alternatives Program, and possibly to maintain the federal transit program.

Local Authority

Local control faced several legislative and regulatory challenges in the past year.

- Cities successfully worked to eliminate language that would broadly preempted local regulation of unmanned aerial vehicles.
- Cities also worked to strike language from early drafts of a Senate Commerce Committee spectrum auction bill that would have preempted local zoning and right-of-way authority related to telecommunications infrastructure and turning back subsequent amendments to add that language.
- Both of those challenges will be back in the 116th Congress.

On a less positive note, three recently issued Federal Communications Commission orders represent a significant assault on the local government authority and city budget.

1. Moratoria Ban
2. Small Cell Order
3. Cable In-Kind Proposed Rule

The **moratoria order** prohibits any local government action that “effectively halts or suspends the acceptance, processing, or approval of applications or permits” for placement of telecommunications equipment.

- The order is not limited to express moratoria but to any local government action that has the effect of halting or suspending applications.
- The order also creates a “one-touch-make-ready” regime for pole attachments (allowing a single construction crew to make changes to other provider wires and equipment).

The **small cell order** places limits on local government authority to regulate placement of small cells in public rights-of-way and other public property and imposes below market value fees for small cell permit applications and small cell right-of-way fees.

- The effective date is January 19, 2019.

The **cable in-kind proposal** seeks to fold in-kind contributions such as free or discounted connections to schools and libraries and the use of cable channels for PEG programming into the five percent franchise fee cap.

- Cable channels capacity used for PEG programming and other in-kind contributions would be assessed at fair market value (unlike public rights-of-way in the small cell order).

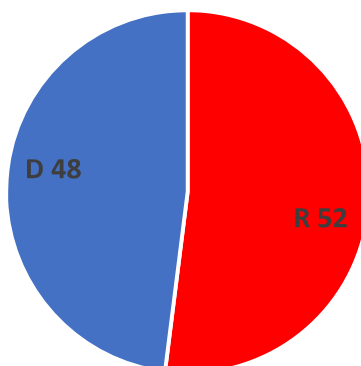
The 116th Congress

Senate

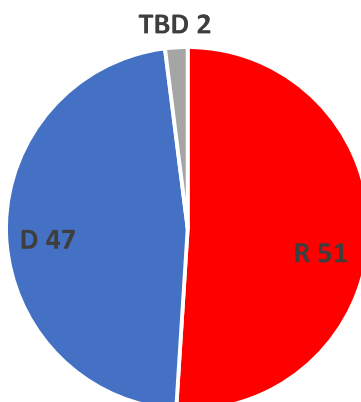
In Senate elections, Republicans picked up seats in Indiana, Missouri, and North Dakota.

- The races in Florida is too close to call and a race in Mississippi is headed to a runoff.

115th Congress - Senate



116th Congress - Senate

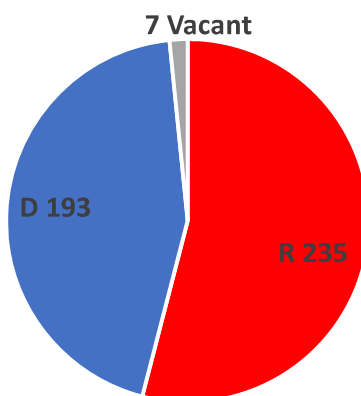


House

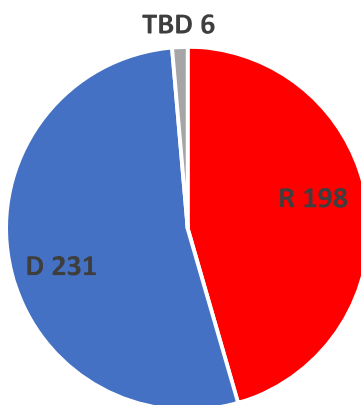
In House election, Democrats picked up 36 seats.

- 6 races remain too close to call; Democrats are leading in 3 and Republicans are leading in 3.

115th Congress - House



116th Congress- House



South Carolina

The South Carolina delegation will have two new faces in the 116th Congress.

- ✓ Representative-elect **Joe Cunningham** (D-1) replaces Representative **Mark Sanford**
- ✓ Representative-elect **William Timmons** (R-4) replaces Representative **Trey Gowdy**



**Selected Federal Assistance Programs
In Millions of Dollars**

<http://www.capitaledge.com>

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Agriculture

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
Child & Adult Care Food Program	3,833	3,933	3,933	3,933
School Breakfast Program	4,807	5,082	5,082	5,082
School Lunch Program	13,133	13,304	11,713	11,713
Summer Food Service Program	564	519	519	519
SNAP	74,013	73,218	73,219	73,219
WIC	6,175	5,750	6,000	6,150

Commerce

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House Committee	FY 2019 Senate Committee
Economic Development Administration Grants	263	0	263	267
- Public Works Grants	118		118	118
- Planning	33		33	33
- Technical Assistance	10		10	10
- Trade Adjustment	13		13	13
- Economic Adjustment	37		37	37
- Regional Innovation	21		21	25
- Assistance to Coal Communities	30		30	30

Education & Related Agencies

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019
Corporation for National & Community Service	1,064	0 ¹	1,083
Institute of Museum & Library Services	240	23 ²	242
- Library Grants to States	161	0	161
- Library Leadership Grants	13	0	13
- L Bush 21 st Century Librarian	10	0	10
- Museum Grants	48	0	48
21 st Century Learning Centers	1,212	0	1,222

¹ The President's Budget proposed \$123 million for CNCS salaries and expenses to provide for the orderly shutdown of the agency.

² The President's Budget proposed \$23 million for IMLS salaries and expenses to provide for the orderly shutdown of the agency.

Energy & Water Resources

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019
Bureau of Reclamation Title XVI	54	3	59
Bureau of Reclamation - WaterSMART	34	10	34
Corps of Engineers - Construction	2,085	872	2,183
Corps of Engineers - Investigations	123	82	125
Corps of Engineers – O&M	3,630	3,004	3,740
Renewable Energy			
- Solar Energy	242	70	247
- Wind Energy	92	32	92
- Water Power	105	20	105
- Geothermal Technology	80	13	84
State Energy Grants	55	0	55
Sustainable Transportation	674	377	690
Title 17 Loans	33	0	33
Weatherization	251	0	257

Environmental Protection Agency

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
Brownfields	128	62	80	128
Clean Water SRLF	1,694	997	1,544	1,695
Diesel Emission Reduction Grants	75	10	100	50
Drinking Water SRLF	1,163	863	1,013	1,164
WIFIA	63 ¹	20	75	10

¹ The appropriation can support up to \$6.1 billion in loans.

Health & Human Services

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019
Aging Services Programs	2,172	1,819	2,197
CDC Immunization	798	521	798
CDC State & Local Preparedness	670	439	675
Child Care Block Grant	5,226	2,560	5,276
Community Health Centers	5,426	5,091	5,626
Community Services Block Grant	743	0	754
Community Service Employment for Older Americans	400	0	400
Head Start	9,863	9,300	10,063
Healthy Start	111	104	123
LIHEAP	3,640	0	3,690
Maternal & Child Health Block Grant	887	1,136	927
Refugee & Entrant Assistance	1,865	1,692	1,905
Runaway & Homeless Youth	119	119	110
Ryan White AIDS Program	2,319	2,260	2,319
Social Services Block Grant	1,700	0	1,700
State Opioid Response Grants	1,000	0	1,500

Homeland Security

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House Committee	FY 2019 Senate Committee
Disaster Relief	7,901	7,234	7,210	7,234
Emergency Food & Shelter	120	0	120	100
Emergency Management Performance Grants	350	279	350	350
Firefighter Assistance Grants	350	344	350	350
Flood Hazard Mapping	263	100	263	250
National Pre-Disaster Mitigation Fund	249	39	249	250
Port Security Grants	100	36	100	100
Rail & Transit Security Grants	100	36	100	100
SAFER Firefighter Hiring	350	344	350	350
State Homeland Security Grants	507	349 ¹	538	512
Urban Area Security Initiative	630	449 ²	661	605

¹ The Administration is proposing a new 25 percent local match for these grant programs.

² The Administration is proposing a new 25 percent local match for these grant programs.

Housing & Urban Development & Related Agencies

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
CDBG Formula	3,300	0	3,300	3,300
Choice Neighborhoods	150	0	150	100
Community Development Financial Institutions (Treasury)	250	14 ¹	216	250
Homeless Assistance – Continuum of Care	2,106	2,100	2,204	2,205
Homeless Assistance – Emergency Solutions Grants	320	255	270	270
HOME	1,362	0	1,200	1,362
HOPWA	375	330	393	375
Lead Hazard Reduction	230	145	230	260
Public Housing Capital	2,750	0	2,750	2,775
Public Housing Operating	4,550	2,800	4,550	4,756
Section 8 Administrative Fees	1,760	1,600	1,957	1,957
Section 8 Tenant-Based	22,015	19,300	22,477	22,781
Section 8 Project-Based	11,115	10,900	11,747	11,747
Section 108 Loan Limit	300	0	300	300
Section 202 Elderly Housing	678	563	632	678
Section 811 Disabled Housing	230	132	154	154

¹ Funding would be for the administration of the New Markets Tax Credit and CDFI guarantee bonds.

Interior & Related Agencies

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
Historic Preservation Fund	97	33	92	89
National Endowment for the Arts	153	29 ¹	155	155
National Endowment for the Humanities	153	42 ²	155	155
LWCF – State & Local Program	124	0	172	124
North American Wetlands Conservation Fund	40	34	42	43
Urban & Community Forestry	30	0	30	28

¹ The President's Budget proposed \$29 million for NEA salaries and expenses to provide for the orderly shutdown of the agency.

² The President's Budget proposed \$30 million for NEH salaries and expenses to provide for the orderly shutdown of the agency and \$12 million to honor matching offers made by NEH prior to October 1, 2017.

Justice

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
Bulletproof Vests	23	23	23	25
CARA (Opioid Initiative) ¹	330	20	380	360
Community Trust Initiative				
- Bodyworn Cameras	23	23	23	23
- Justice Reinvest	25	0	30	28
- Byrne Innovation	18	0	15	20
COPS Hiring Grant	226	64 ²	226	235
DNA & Forensic Grants	130		130	
Justice Assistance Grants - Byrne Formula	416	333	442	445
Juvenile Justice	283	230	212	297
Project Safe Neighborhoods Block Grant	0	70	50	50
Second Chance Act Grants	85	48	85	90
State Criminal Alien Assistance Program	240	0	255	100
Violence Against Women	492	486	493	498

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

² The Budget proposes to eliminate the COPS Office and transfer its programs to the Bureau of Justice Assistance.

Labor

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019
Adult Employment & Training	846	490	846
Community Service Employment for Older Americans	400	0	400
Dislocated Workers (Block Grant)	1,041	615	1,041
Dislocated Workers (National)	697	390	221
Job Corps	1,719	1,297	1,719
Ex-Offender Reintegration	93	78	93
Youth Employment & Training	903	524	903
Youthbuild	90	59	90

Department of Transportation

PROGRAM	FY 2018	FY 2019 Administration Budget	FY 2019 House	FY 2019 Senate
Airport Facilities and Equipment	3,250	2,766	3,250	3,000
Airport Improvement Program	4,350 ¹	3,350	3,850	4,100
Federal-Aid Highways	46,759 ²	45,268	50,112 ³	49,307 ⁴
Intercity Passenger Rail				
State of Good Repair Grants	250	0	500	300
Intercity Passenger Rail Infrastructure & Safety Grants	593	0	300	255
Intercity Passenger Rail Restoration & Enhancement Grants	20	0	0	10
Amtrak – Northeast Corridor	650	200	650	650
Amtrak – National Network	1,291	538	1,292	1,292
TIGER/BUILD	1,500	0	750	1,000
Transit Bus & Bus Facility	1,581 ⁵	772	1,582 ⁶	1,577 ⁷
Transit Formula Grants	9,733	9,939	9,939	9,939
Transit Capital Investment Grants	2,645	1,000 ⁸	2,614	2,553

¹ \$1 billion of the appropriation is from the General Fund and is for additional discretionary grants.

² \$2.525 billion of the appropriation is from the General Fund, with \$1.98 billion allocated via the Surface Transportation Block Grant, including sub-allocation to MPOs.

³ \$4.204 billion of the appropriation is from the General Fund, with \$3.766 billion allocated via the Surface Transportation Block Grant, including sub-allocation to MPOs.

⁴ \$3.3 billion of the appropriation is from the General Fund, with \$2.389 billion allocated via the Surface Transportation Block Grant, including sub-allocation to MPOs.

⁵ \$834 million of the appropriation is from the General Fund and is divided between formula and competitive grants.

⁶ \$800 million of the appropriation is from the General Fund and is divided between formula and competitive grants

⁷ \$800 million of the appropriation is from the General Fund and is divided between formula and competitive grants

⁸ The President's Budget would provide funding to projects that already have a signed Full Funding Grant Agreement and would phase out the program.



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: 2018/2019 State Legislative Report - Mr. Kyle Michel, State Lobbyist

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** City of Columbia 2019 Legislative Report (Cover 2018 Session) Powerpoint (PPTX)



City of Columbia 2019 Legislative Report



2018 Priorities



City of Columbia 2018 State Legislative Priorities

- Work with Municipal Association to stabilize funding for the Local Government Fund.
- Support the Municipal Association's business license tax reform efforts.
- 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.
- Establish options for municipalities to recover public funds spent to demolish or clean blighted property.
- Work to exempt local government after school and summer day camp programs from the requirements in the Childcare Facilities legislation.
- Continue to work with legislators to secure State funding for City projects.
- Support SCACED's effort to increase the tax credit cap for community economic development organizations.
- Support MASC advocacy initiatives on increasing the flexibility of cities regarding hospitality and accommodations taxes, increasing funding for body cameras and law enforcement training, equipping cities with tools to meet the challenges of the opioid epidemic, increasing city representation on County Transportation Committees, increasing funding for drainage projects to mitigate flood prone areas, and increasing options for cities to raise revenue to support specific capital projects.
- Monitor Pension, Animal Welfare, Ethics, and Utility legislation for possible impacts to the City and advocate on behalf of the City's interests.

2018-19 Budget



Local Government Fund

The 2018-19 state budget provides \$222.6 million in recurring funds to the Local Government Fund. The City receives \$2,920,123, as its share from the state this year.

Fully funding the Local Government Fund would have provided \$341.2 million and the City would have received \$4,475,721.

The House Ways and Means Committee Chair, Brian White, created a Local Government Fund Ad Hoc Committee that met October 2017. The Committee was created to review how to make changes to the Local Government Fund. The SC Association of Counties supports funding at the current level with annual increases that mirror increases to the State's general fund. The MASC supports more flexibility for municipalities to expend hospitality and accommodations tax revenue. The Ad Hoc Committee did not meet again during the 2018 session.



2018-19 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% last 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% (3% total in 2 years). The Legislature agreed this year 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%.



2018 Enacted Laws



– Abandoned Buildings Tax Credit

S. 1043 (Ross Turner, R-Greenville and Scott Talley, R-Spartanburg)

- Extends the deadline to claim the tax credit to December 31, 2021.
- Provides that for building sites that have not had a portion placed into service before July 1, 2018, and upon which is located a redeveloped multi-floor structure that is listed on the National Register of Historic Places, the taxpayer may subdivide the structure into separate units in the manner as provided for in the Act.
- Provides the unused credit may be carried forward for the succeeding five years at the individual, partnership, or limited liability company level.
- The Governor vetoed the bill. The Legislature overrode the Governor's veto on October 3, enacting the legislation.



2018 Enacted Laws



Relocation of Utility Lines

Working with stakeholders and communicating with legislators on the City's behalf, we attempted to pass legislation (S. 343, S. 932, and H. 3739) that would require SC DOT to bear the cost of relocating public water and sewer lines located within DOT rights of way for road construction projects.

When the legislation failed to pass, the General Assembly placed a proviso in the budget that allows, but does not require, the SC DOT to use its federal-aid road and bridge program funds for the relocation of public water and sewer lines in DOT rights of way in accordance with federal guidelines.



2018 Enacted Laws



- Background Checks for City Employees - The budget requires cities to perform national background checks and fingerprint employees with access to federal tax information.
- Immigration Compliance Report - The budget requires SLED to determine if cities are inhibiting their employees' attempts to comply with state or federal law requirements to check the immigration status of people applying for various services.

The budget also requires SLED to determine if city law enforcement officials are checking the immigration status of suspected illegal aliens. Cities that SLED does not certify as “compliant” will lose undisbursed portions of their Local Government Fund allocation.

- Dam Safety - The budget directs DHEC to focus the Dams and Reservoirs Safety Program's resources on regulating high and significant hazard dams.

2018 Legislation



- **Business License Tax**

H. 3650 & H. 3651 (Bill Sandifer, R-Ocone; and others)

- Standardizes business license tax due date, creates a standard application form, makes changes to exemptions, and transfers business license tax administration and collection to the Secretary of State.
- These bills were not acted upon in the 2018 session; and, therefore, died at the end of the session. These bills could be introduced again in the 2019 session.
- MASC began negotiating/drafting a bill in 2017; however, once it became apparent a bill would not pass, these efforts were abandoned.

2018 Legislation



– Procurement of Acceptable Piping Materials

H. 3652 (Mike Forrester, R-Spartanburg; and others)

- Working with stakeholders and communicating with legislators on the City's behalf, we were successful in ensuring that a bill that would adversely impact how the City procures piping material for water/sewer projects did not pass this year, though it did pass the House.
- The Senate Finance Committee budget included a proviso that would require a political subdivision, that receives funds from the Rural Infrastructure Authority for a water infrastructure project, to comply with the State Procurement Code in sourcing materials for the project. This proviso was advanced by the PVC pipe industry. After additional advocacy work by our coalition opposing the proviso, the proviso was not included in the final budget.



2018 Legislation



- **Property Tax Liens for Blighted Property Remediation**

S. 833 (Goldfinch, R-Georgetown); H. 3896 (Duckworth, R-Horry; and others)

- These bills allow a tax lien to be placed on real estate and be collectible as a county tax when a county employee undertakes actions to correct the unhealthy or unsightly property conditions.
- S. 833 received a favorable report from a Senate Judiciary subcommittee; however, no further action was taken on the bill. H. 3896, as amended, passed the House and was moved to the Senate calendar. The amendment excluded farm and agricultural land from the bill and stated that an ordinance enacted under the bill's provisions must not be solely for aesthetic purposes. Senator Tom Corbin (R-Greenville) objected to consideration of the bill. As a result, H. 3896 did not pass the Senate.



2018 Legislation



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

S. 917 (Kimpson, D-Charleston; and others); H. 4880 (Cogswell, R-Charleston)

- Provides that 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.
- While versions of S. 917 passed both the House and Senate, the Conference Committee did not meet before sine die because of a House-Senate disagreement over which counties the bill would apply to. The bills may be introduced again in the 2019 session.

2018 Legislation



- **Property Tax Exemption for Property Devoted to Housing Low-income Residents**

H. 3867 (Herbkersman, R-Beaufort; and others)

- H. 3867 passed the House and was amended and passed by the Senate. The House did not take up the Senate amendments prior to sine die.
- The House version of the bill extended the property tax exemption from solely-owned instrumentalities of nonprofit housing corporations to instrumentalities that are partnerships, limited liability companies, or other corporations if the nonprofit housing corporation is the controlling partner, member, or shareholder of the instrumentality. The change would apply to tax years beginning after 2016.
- The Senate version of the bill added language that if a partnership, limited liability company, or other corporation is not a partner, member, or shareholder with a nonprofit housing corporation then the exemption would not apply. Also, the Senate stated the change would apply to tax years beginning after 2017.



2018 Legislation



- Community Development Tax Credits

S. 412 (Campbell, R-Berkeley); H. 3842 (Simrill, R-York)

- The South Carolina Association for Community Economic Development administers the South Carolina Community Development Tax Credit program. Contributions to certified Community Development Corporations and Community Development Financial Institutions are eligible for a 33% state tax credit, up to an annual cap of \$1 million.
- Through the bills, SCACED sought to increase the allowable cap on state tax credits from 33% of amounts contributed to 100% of amounts contributed and raise the annual cap to \$5 million over a 3-year phase-in period.
- S. 412 passed the Senate; however, no action was taken on the bill by the House. H. 3842 received a favorable, as amended, report from a Ways and Means subcommittee; however, no other action was taken on the bill.



2018 Legislation



- **Municipal Tax Relief Act**

S. 426 (Greg Hembree, R-Horry)

- Provides for a local option sales tax up to 1%, with a mandatory property tax roll-back of a least 20% of the proceeds.
- Funds can only be used for capital projects, specifically identified and approved in a referendum that must be held on the November general election date.
- Provides the tax can last for a maximum of 8 years, and is renewable by referendum in two-year increments.
- The bill received a favorable, as amended, report from the Senate Finance Sales and Income Tax subcommittee. No further action was taken on the bill this session.

- **Annexation**

H. 3158 (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.
- The bill was on a subcommittee's agenda, but was not discussed by the subcommittee. No further action was taken on the bill this session.



2018 Legislation



– Animal Control and Shelters

S. 841 (Senate Agriculture and Natural Resources Committee)

- This bill 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.
- Provides language regarding an animal shelter definition, tethering, sheltering guidelines, and the requirement that an animal control officer conduct inspections of animal sheltering facilities, among other things.
- This bill passed the Senate; however, the bill did not leave the House Agriculture Committee. Therefore, the bill died at the end of the session. This bill could be introduced again in the 2019 session.

2018 Legislation



- **Bump Stock Prohibition** – H. 4424 (Stavrinakis, D-Charleston; and others)
 - Makes it unlawful for a person to possess, distribute, or manufacture a part, component, attachment, device or accessory designed to accelerate the rate of fire of a semiautomatic weapon including, but not limited to, a bump stock or trigger crank.
 - The City implemented its own bump stock ban in December 2017.
- **Cities May Not Regulate Firearm Accessories** – H. 4707 (Hill, R-Anderson; and others)
 - Provides cities may not regulate firearm accessories.

Neither of these bills advanced after President Trump directed the U.S. Attorney General to create regulations to ban bump stocks. In October, President Trump indicated those regulations are close to being completed.

2018 Legislation



Municipal Court Reporting

S. 516 (Gregory, R-Lancaster and Kimpson, D-Charleston)

- Requires a municipal judge to report the disposition of each criminal case to SLED within 10 days.
- Requires a municipal judge to 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 questioned how the information would be reported to SLED and what SLED would do with the information.
- This bill included a provision that would address the Charleston gun-purchase loophole. Due to objections related to these provisions, the bill did not pass the Senate.

2018 Legislation



Community Charge

H. 4800 (Rutherford, D-Richland and Pendarvis, D-Charleston)

- 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.

Alcohol Licenses

H. 4901 (Ott, D-Calhoun)

- Removes the requirement that a business be engaged in serving food or providing lodging to sell alcoholic liquors by the drink.



2019 Session – MASC Advocacy Initiatives



- Handout

Proposed 2019 City of Columbia 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 passage of legislation that defrays the cost of utility relocation for road construction 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.

Upcoming Legislative Events



- Municipal Association of South Carolina Legislative Action Day – February 5, 9am-7pm
 - Marriott Columbia
 - Mayor's Breakfast
 - Tentative Legislative Reception – 5:30-7pm
- City Legislative Reception – February 12, 6-8pm





We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Kirby Bishop, et al. v. City of Columbia
Claim of Clarence Hall

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Dockless transportation (stand-up scooters)
Metro Wastewater Treatment Plant

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: 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)

PURPOSE: Project Kline
Project Bull Street residential and mixed-use
Project 604 Huger
Gregg Park - Gills Creek

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: AMI
Finlay Park

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Sodium Bisulfite for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Southern Ionics in an amount not to exceed \$134,750.00. This vendor is located in West Point, MS.

REQUISITION NO.: R194039

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant - Chemicals; 5516208-624800 - The original budgeted amount is \$300,000.00.

ORIGINAL BUDGET: \$300,000.00

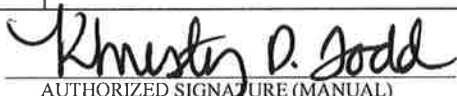
This chemical is for the Metro Wastewater Treatment Plant: Beginning December 6, 2018 and terminating June 30, 2019, with an additional one (1) year renewal option not to exceed June 30, 2020.

Three (3) vendor responses were received for BID006-18-19-ASH Sodium Bisulfite for the Wastewater Treatment Plant. Southern Ionics was the lowest bidder.

ATTACHMENTS:

- **#a:** Bid Response (PDF)
- **#b:** Intent To Award (PDF)

SOUTHERN IONICS INCORPORATED
RESPONSE TO BID 006-18-19-ASH SODIUM BISULFITE FOR THE WASTEWATER TREATMENT PLANT

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: November 1, 2018	Bids will be opened at 3:00 P.M. on November 5, 2018 and may not be withdrawn within 60 days after such date and time.	Bid No: BID006-18-19-ASH	
Bid Title: Sodium Bisulfite for the Wastewater Treatment Plant		Reason For No Bid:	
Bidder Name: Southern Ionics Incorporated			
Bidder Mailing Address: P.O. Drawer 1417			
City-State-Zip: West Point, MS 39773			
Telephone No: 662-494-3055			
Fax No: 662-495-7590		 AUTHORIZED SIGNATURE (MANUAL) Khristy D. Todd, Man Corp. AUTHORIZED SIGNATURE/TITLE (TYPED) ktodds@southernionics.com E-MAIL ADDRESS Adm.	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Bidder.			
General Conditions			
Electronic Bids: All bids must be submitted online at eBidcolumbiasc. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the Bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of error calculating extended price, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.			
E. Invoicing & Payment: The successful Bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.			

BID006-18-19-ASH Sodium Bisulfite for the Wastewater Treatment Plant
Page 4

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for **Sodium Bisulfite Wastewater for the Treatment Plant** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using an online bidding process on 3:00 (P.M.) November 8, 2018. The commodities and/or services must be furnished as described and specified and delivered to the plant location as stated herein.

Bid No. 006-18-19-ASH By: Anita S. Higgins, Buyer
Anita S. Higgins

All bid prices must include all costs of transportation to the required destination.

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

Combined Overall Price

\$0.1124 net lb.

*Price is to be entered onto eBidcolumbiasc located at
<https://columbiasc.ionwave.net/Login.aspx>. **DO NOT** include the sales tax in the price.

Award will be made to the lowest responsive and responsible Bidder.

Tentative Schedule of Events

Bid Issue Date	November 1, 2018
Last Day for Questions & Clarifications and/or Exceptions	November 5, 2018
IFB Submittal Due Date	November 8, 2018
Intent to Award Issued (tentatively)	November 21, 2018
Anticipated City Council Approval	December 4, 2018
Anticipated Contract Start Date	December 6, 2018



Intent to Award

Posting Date: November 21, 2018

Bid Number: 006-18-19-ASH

Description: Sodium Bisulfite for the Wastewater Treatment Plant

eBid Advertisement Date: 11/1/2018

State Newspaper Advertisement Date: 11/1/2018

End Date for Intent: 12/3/2018

The City of Columbia intends to award the solicitation(s) noted below. Unless otherwise suspended, cancelled, or denied by City Council, this document becomes the final Statement of Award effective **December 3, 2018**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the City of Columbia. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within 5 days, but in no circumstances after 10 days of the date this notification of intent to award was posted in accordance with **Appendix G** that can be reviewed at: https://columbiasc.gov/depts/purchasing/protested_solicitations_and_awards.pdf. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Department of Procurement and Contracts at ProcurementProtests@columbiasc.gov no later than 8:30 am on **December 3, 2018**.

AWARD TO THE FOLLOWING:

**Southern Ionics Inc.
P.O. Drawer 1217
West Point, MS 39773**

**At an amount not to exceed:
\$134,750.00**

Department of Procurement and Contracts
1800 Main Street 2nd floor, Columbia, SC 29201
Office: 803.545.3470 Email: procurement@columbiasc.gov



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-066 - Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters

PURPOSE: First reading approval was given on November 20, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-066 I-77 Corridor Amended-Restated Master Agreement (PDF)

HISTORY:

11/20/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-066

Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters.

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in the State of South Carolina;

WHEREAS, through City Council of the City ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina;

WHEREAS, 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 (collectively, "Act"), Richland County, South Carolina and Fairfield County, South Carolina (collectively, the "Counties"), as contiguous counties, jointly developed the I-77 Corridor Regional Industrial Park ("Park") by entering into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 ("Original Agreement") to govern the operation of the Park;

WHEREAS, at the request of companies seeking to invest in the Counties, as of and since the date of the Original Agreement, the Counties have located both real and personal property in the Park, a portion of which is within the geographical jurisdiction of the City ("City MCIP Property");

WHEREAS, in accordance with the Act, the Counties requested and the City provided its consent to the location of the City MCIP Property within the Park prior to the inclusion of the City MCIP Property in the Park;

WHEREAS, in order to enhance the effective operation of the Park, the Counties now desire to amend and restate the Original Agreement in its entirety and enter into the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Park ("Restated Agreement"), the form of which is attached as Exhibit A, to govern the operation of the Park in accordance with the Act; and

WHEREAS, because the property located in the Park and subject to the Restated Agreement includes the City MCIP Property, the Counties have requested the City acknowledge the Restated Agreement and provide its consent and ratification of the property located in the Park, which is attached as Exhibit B; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2018:

1. The City acknowledges the Restated Agreement, the form of which is included as Exhibit A, and confirms and ratifies the property located in the Park, as more particularly described on Exhibit B and further acknowledges that a portion of the property located in the Park is City MCIP Property and specifically confirms and ratifies the location of the City MCIP Property in the Park.

2. 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.

3. 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.

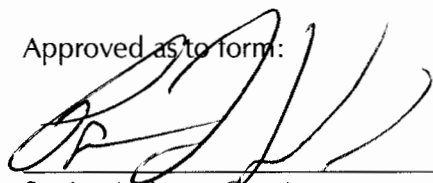
Requested by:

Economic Development Director

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

**EXHIBIT A
FORM OF RESTATED AGREEMENT**

**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 [], 2018

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-253-8917**

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES. THE OWNERS OR LESSEES OF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK ARE OBLIGATED INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO MAKE PAY AN AMOUNT EQUIVALENT TO THE TAXES OR OTHER IN-LIEU-OF PAYMENT THAT WOULD HAVE BEEN DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK EXCEPT FOR THE EXEMPTION PROVIDED BY THE STATE CONSTITUTION.

THE PAYMENTS DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK MAY BE LOWER THAN THE OTHERWISE PAYABLE *AD VALOREM* TAX IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE IN-LIEU-OF TAXES ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY OR IS THE BENEFICIARY OF A SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDIT. THEREFORE, WHEN PREPARING THE ANNUAL BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE ENSURE THAT ALL APPLICABLE INCENTIVES HAVE BEEN APPLIED AND CORRECTLY CALCULATED, INCLUDING THE USE OF A REDUCED ASSESSMENT RATIO AND ALTERNATE MILLAGE RATES.

ONCE A BILL HAS BEEN PAID BY AN OWNER OR LESSEE OF REAL OR PERSONAL PROPERTY LOCATED IN THE PARK, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE PAYMENTS ARE TO BE DISTRIBUTED BETWEEN RICHLAND AND FAIRFIELD COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES WITHIN EACH COUNTY. THE COUNTIES ARE PERMITTED BY LAW TO DISTRIBUTE THE PAYMENTS AMONG THE TAXING ENTITIES IN A MANNER AND PROPORTION DIFFERENT THAN THE *AD VALOREM* TAX REVENUES WOULD HAVE BEEN DISTRIBUTED IF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK WERE TAXABLE.

QUICK REFERENCE GUIDE

TOPIC	PAGE NUMBER
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REVENUE SHARING	3
DISTRIBUTION OF REVENUES	3
ANNUAL REPORT DISBURSEMENT OF REVENUES	4

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THIS AMENDED AND RESTATED MASTER AGREEMENT, ("**Agreement**") made and entered into as of the [] day of [] 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 [].

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. [], 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: _____
Council Chair

Attest: _____
Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Council Chair

Attest: _____
Clerk to County Council

EXHIBIT B
PROPERTY LOCATED IN THE PARK
PHASE I - RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
2T Properties, LLC (Real) Thermal Technologies, Inc. (Personal)	14900-01-20	Richland
5 Tech LLC (Real) Colite Internal Enterprise LLC (Personal)	17200-02-15	Richland
AEB Business Properties, LLC (Real) Buck Enterprises LLC (Personal)	14900-01-34	Richland
ADF South Carolina (Real) (SMI Owen) Praxair Inc (Personal)	13605-01-01; 13606-01-05	Richland
Amcor Rigid Plastics (Real) Exeter 1080 Jenkins Bros. Exeter Property Group, L.P. PCO Carolina Pines (Real) Bauch & Lomb Inc (Personal) Coca Cola Company (Personal)	17600-02-38; 17600-01-21	Richland
Arum Composites, LLC	15000-02-27	Richland
Avantech, Inc. (Tenant) (Personal) 2050 American Italian Way, LLC (Landlord) (Real Property Only)	19000-05-06	Richland
Belk, Inc. (Real/Personal) CK Columbia #1 (2000) (Real)	17600-01-22	Richland
Blue Cross/Blue Shield (1999)	14400-02-06; 14400-02-08; 25600-04-12	Richland
Bose Corporation (1994 & 1996)	17500-02-17	Richland
Broad River Silagi LLC Broad River Commons (formerly APAC)	07403-04-07	Richland
Carolina Ceramics (1999)	22804-05-06	Richland
Century Realty LLC (formerly PMSC/Mynd)	14900-02-01	Richland
Coca-Cola Bottling Co.	14900-01-18; 14900-01-28	Richland
Cohn and Cohn Investment LLC (formerly SMI-Owen)	13511-03-04	Richland
Con Agra (formerly American Italian Pasta Company)	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland
Consolidated Systems, Inc. (STAGE II) (Personal) Consys SC QRS 16 66 Inc (Real)	11100-01-01; 11100-01-03	Richland
Constantia Hueck Foils, Inc.	14900-01-26	Richland
Corcoran Cola LLC Corcoran Corp. (formerly IKON/Computer Group)	17200-02-21	Richland
ET Columbia ENG LLC	14500-03-11	Richland
FDRL, LLC (Real) (formerly SMI-Owen) RhythmLink International LLC (Personal)	13511-03-05 (R)	Richland
Forum Development LLC (formerly SMI-Owen)	13511-03-02	Richland
Hengshi USA	16305-02-07	Richland
Intertape Polymer Corp.	17600-01-17	Richland

(formerly: 1091 Carolina Pines property)		
KEMIRA FinnChem USA Inc.	40900-01-07, 40900-01-08	Richland
Koyo Corporation of USA (1994) (JTEKT)	14900-01-16	Richland
Mars Petcare US, Inc. CLF Columbia LLC	16200-06-01, 19000-05-07	Richland
NAAR Family Partnership (formerly: Carribbits Incorporated)	25800-07-06	Richland
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland
North Columbia Ventures, LLC	14900-01-19	Richland
Empire Golf Management LLC (formerly: Northwoods Group, Inc)	14500-02-20; 14500-03-05	Richland
Patterson, Vance M. (Real) Patterson Fan Company Inc (Personal)	14900-01-22	Richland
Premium Site Properties, LLC	14500-03-10, 14400-02-03	Richland
Richland County	14900-01-02	Richland
Primary Health Care Association	17200-02-19	Richland
Pure Fishing Inc.	17200-02-23	Richland
SCRA (formerly: Indus Utility Systems Inc.)	17200-02-11; 17200-02-27	Richland
Select Comfort (1997) (Personal) Blind John LLC (Real)	04000-05-18	Richland
Sjolund Properties, LLC (Real) Sjolund CNC LLC (Personal) Sjolund Enterprises Inc (Personal)	14900-01-21	Richland
South Carolina School Boards	14500-03-09	Richland
Spartan SC LLC (formerly SMI-Owen)	13511-03-03	Richland
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland
State Media	11209-02-12	Richland
Store Capital Acquisitions LLC	17200-02-18	Richland
T&N Enterprise (formerly Modine Manufacturing)	14900-01-23	Richland
TRC Propco & Ritedose Corp.	17200-02-20; 17200-02-25	Richland
Tyson Prepared Food, Inc. (formerly KPR Holdings & Iowa Beef Products, Inc)	13602-02-03, 13602-02-02	Richland
Unumprovident (UNUM/Colonial Life)	07303-04-02A	Richland
Woodbridge Investments LP	14900-01-01	Richland

PHASE I - FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

PHASE II - RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
209 Stoneridge Drive	07212-03-06	Richland
3130 Bluff Road, LLC (Real)	13507-04-01	Richland
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland
Affiliated Computer Services	14900-02-18	Richland
Alimex (Personal)	16202-03-03	Richland
American Spiralweld Pipe Company	19000-05-08	Richland
Blue Atlantic Columbia, LLC	11406-13-03, 11406-13-04; 11406-13-01; 11406-13-02	Richland
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland
Bottling Group, LLC	11814-01-05; 11814-01-04; 11814-01-07; 11814-01-02; 11814-01-08	Richland
Browning Office Investment, LP	06013-01-25	Richland
Charter NEX	17600-01-33 (portion)	Richland
Cellco Partnership & VW12 Columbia SC LLC (Personal) (Gladstone Commercial) (Real) (Verizon)	25700-05-01	Richland
Century Capital Group, LLC (formerly Verizon Wireless/Bell Atlantic)	14005-08-02	Richland
CD/Park 7 Columbia SC Owner LLC	08914-16-02	Richland
CD Park 7 Columbia SC High Rise Owner LLC	08916-09-07; 08916-09-08, 08916-09-09, 08916-09-10	Richland
China Jushi USA Corporation	16200-03-01; 16209-01-01; 16200-03-20	Richland
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland
Dominion Carolina Gas Transmission, LLC	07309-02-06	Richland
FedEx Ground Packaging System, Inc.	16202-01-02	Richland
Forest Hills Partners, LP	25800-01-07	Richland
FN America, LLC	25800-07-01	Richland
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland
Gerald L. Stimple	25800-01-01	Richland
Icon Columbia SC LLC		Richland
International Paper, Inc.	41300-01-03; 39000-04-01; 41400-01-01	Richland
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland
Kirco Carolina Pines, Inc.	17600-01-34;	Richland
Koyo Corporation of USA	15005-01-02	
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland
Metso Mineral	22910-01-02	Richland
Midlands Technical College	14500-02-24	Richland
Pineview 48	16200-06-03	Richland
PTI Plastic & Rubber Gasket Inc.	25800-07-08	Richland
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland
Richland County (Pineview Site)	16100-02-20, 16100-02-02, 16100-02-04; 16100-03-17; 16100-02-16; 16100-03-05	Richland

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)		
South University (Personal)	17200-02-24 (Real)	Richland
Spirit SPE Columbia, LLC (formerly Verizon Wireless/Bell Atlantic Mobile)	13908-04-36	
SYSCO Food Services	19000-01-01	Richland
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland
Trea Greene Crossing, LLC	08915-14-05; 08915-14-03; 08914-13-02; 08914-13-03; 08915-13-02; 08915-13-07; 08915-13-06; 08915-13-01; 08915-14-02	Richland
Vulcan Construction Materials, L.P.	08814-01-07; 08716-01-01 08716-01-06; 08814-01-01 08814-01-03; 08814-01-04 08814-01-06; 08814-02-05 08814-02-06; 08814-02-07; 08814-02-09; 08814-02-10; 08815-02-13; 08815-02-14; 08815-03-01; 08815-03-08; 08815-03-09; 08815-03-10; 08815-03-11; 08815-03-12; 08815-03-13; 08815-03-14; 08815-04-10; 08815-05-01; 08815-06-01; 08816-10-04; 11201-02-16; 11202-17-07; 11202-17-09; 06500-01-03; 06500-01-13; 90000-18-01	Richland
Westinghouse Electric Company, LLC	18600-01-02	Richland
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland
Woodbridge Investments LP	14900-01-33	Richland

PHASE II - FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
AEC Pellet 1 USA LLC	071-04-02-016-000; 071-00-00-027; 071-00-00-028; 071-00-00-029	Fairfield
Bomag Amercias, Inc.	184-00-00-096-000, 184-00-00- 060-000	Fairfield
Element TV, LP		Fairfield
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Enor Corporation		
Enor Corporation SC, LLC	145-03-02-015-000	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-070 - Authorizing the City Manager to execute a Lease between the City of Columbia and the State of South Carolina Department of Administration, Real Property Services for the lease of 2221 Devine Street

PURPOSE: First reading approval was given on November 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-070 lease 2221 Devine Street (PDF)

HISTORY:

11/20/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-070

*Authorizing the City Manager to execute a Lease between the City of Columbia
and the State of South Carolina Department of Administration, Real Property Services
for the lease of 2221 Devine Street*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____,
2018, that the City Manager is authorized to execute the attached Lease between the City of
Columbia and the State of South Carolina Department of Administration, Real Property
Services for the lease of 2221 Devine Street.

Requested by:

Assistant City Manager Gentry

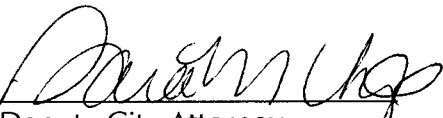
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**EXHIBIT A
GOVERNMENTAL REAL ESTATE LEASE**

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: the City of Columbia (the "Landlord") having an address at Post Office Box 147, Columbia, SC 29217, and the SC Department of Administration (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at 1200 Senate Street, 6th Floor, Columbia, SC 29201.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of 90,988 rentable square feet, the entire building (the "Building"), and a 24,200 square foot parking garage (the "Garage") located at 2221 Devine Street, Columbia, SC 29205, in the County of Richland, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be six (6) months beginning on the Closing Date of the sale of the Premises to the Landlord, (the "Commencement Date") with two (2) optional three (3) month extended terms.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord at the rate of \$11.29 per rentable square foot (rounded), \$85,605, payable in advance on or before the tenth (10th) day of each consecutive calendar month. The rate will increase by 10% for each of the 3 month renewable periods if Tenant elects to exercise the renewal options.

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at:

City of Columbia
c/o City Manager
Post Office Box 147
Columbia, SC 29217

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the Commencement date of this Lease, Tenant plans to use the Demised Premises for office use.

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

4.3. Tenant shall have the right to use 5 spaces in the parking facility on nights and weekends and Landlord shall have the right to utilize the remaining parking facility on nights or weekends unless the Tenant notifies the Landlord that they intend to use the parking spaces after normal business hours or on weekends. Such notice shall be provided in writing 30 days in advance of that intended use.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the right to sublet the Demised Premises to the current occupants: the SC Department of Probation, Parole and Pardon Services, the SC Department of Consumer Affairs, the SC Commission for Minority Affairs, and the University of South Carolina.(collectedly, the "Current Occupants").

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any one or more of the Current Occupants and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. Tenant shall be responsible for all maintenance and operating expenses with the exception of taxes and insurance. Landlord shall be responsible for all taxes, insurance and capital projects deemed necessary by the Landlord. If the Tenant elects to make any improvements to the Demised Premises to accommodate occupants, notice shall be provided in writing to the Landlord and all costs associated with those improvements will be the responsibility of the Tenant.

ARTICLE 7 – LANDLORD’S COVENANTS

7.1. Landlord covenants to Tenant that:

(a) As of the Commencement Date, Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity.

7.2. Landlord acknowledges that Tenant is relying upon each of the covenants set forth in subparagraph 7.1 and that the matters covenanted by Landlord are substantial and material to Tenant. In the event such covenants shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

7.3 Landlord shall not be required to make major improvements or upgrades to any of the facility systems in the Demised Premises such as HVAC, electrical, roof, etc, during the lease period, the condition of which is known to the Tenant. Tenant is accepting the lease of the Demised Premises in an "as is" condition.

ARTICLE 8 – TENANT’S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and fair condition as it has historically done and shall not be required to pay for or perform any capital projects and Tenant shall return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to pay for or perform any deferred maintenance at the Demised Premises nor shall Tenant be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within three hundred sixty-five (365) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Intentionally Omitted.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the

occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. The policy shall provide for 6 months loss rent coverage.

12.2. Landlord shall pay real estate taxes assessed against the Land and Building when due.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If Landlord shall have breached any covenant made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease by giving thirty (30) days' written notice to Landlord of Tenant's intention to vacate the Demised Premises.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16- MINOR REPAIRS

INTENTIONALLY OMITTED

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in substantially the same order and condition as they were upon receipt, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot/parking garage surrounding the Building. Subject to Paragraph 4.3, Tenant acknowledges Landlord may elect to utilize the parking after normal business hours and on weekends unless Tenant has an event planned that requires the use of such during those periods of time. Tenant also agrees, subject to Tenant's approval, to allow the Landlord to lease any unused parking spaces on a regular basis, during normal business hours if such spaces are mutually identified and such use does not interfere with the Tenant's use of the Demised Premises. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall be given priority in the event of any potential conflict over use of such parking spaces during normal business hours by Landlord or Landlord's other tenants.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

22.8. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

(witness signature)

(witness signature)

WITNESS:

(witness signature)

(witness signature)

LANDLORD:

CITY OF COLUMBIA

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

TENANT:

SC DEPARTMENT OF ADMINISTRATION

(signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2018. This Lease was approved by the Joint Bond Review Committee at its _____, 2018 meeting and by the State Fiscal Accountability Authority at its _____, 2018 meeting.

Ashlie Lancaster
Director



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: MAJOR AMENDMENT to a PUD - 3319 Millwood Drive,
TMS# 13804-03-09

PURPOSE: Council District: 3 & 4

Proposal: Request to make a Major Amendment to a PUD-C

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 09/05/18; Deferred; 10/01/18; Approval (5-4)

First reading approval was given on November 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MajAmend_Dreher Second Reading (PDF)

HISTORY:

11/20/18

Columbia City Council

APPROVED ON FIRST READING

No one appeared at this time.

The matter was approved with the understanding that certain items are to be clarified and/or updated prior to second reading consideration.



CITY COUNCIL

December 4, 2018 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Major Amendment to a PUD Case Summary 3319 Millwood Drive, TMS# 13804-03-09

Council District:	3 & 4
Proposal:	Request to make a Major Amendment to a PUD-C
Applicant:	Raymond A. Perkins, Jr., Richland School District One
Staff Recommendation:	Approval
PC Recommendation:	09/05/18; Deferred 10/01/18; Approval (5-4)
ZPH, 1st Reading:	11/20/2018; Approved conditioned upon inclusion of clarifications as presented by Councilman Rickenmann
2nd Reading:	12/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~20.91 acres

Current Use: Dreher High School

Proposed Use: Dreher High School (addition of athletic facilities and residential parcels)

SC Aeronautics Overlay: The subject property is located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Commercial District (PUD-C)

Proposed Zoning: Planned Unit Development- Commercial District (PUD-C)

DETAILS OF REQUEST

Applicant is requesting a major amendment to a PUD-C to allow for a new multi-purpose field and tennis courts. Two residential parcels will be created near the corner of Daly Street and Michigan Street. A detailed site plan and landscape plan are incorporated as part of the major amendment.

The applicant has made revisions to the PUD document, landscape plan, and site plan to include a majority of the items on the document titles “Changes PUD Major Amendment – clean up items” presented by Councilman Rickenmann during his motion at the Zoning Public Hearing November 20, 2018.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential – Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center, most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Office/Service
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is covered by *Millwood Avenue Corridor Enhancement Guide* (1993). At the time of this corridor planning effort, the Dreher High School property was zoned RS-2, and the land use proposed for the property was Office/Institutional. The Plan recommends streetscape improvements, including a traffic signal at Butler and Millwood when warranted by pedestrian traffic from Dreher High School. It also recommends expanded tree planting and landscaping in the public rights-of-way. (pg. 34)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Commercial District (PUD-C). The abutting properties in the City of Columbia are zoned Single-Family Residential District (RS-2) and General Residential District (RG-1) to the North, Single-Family Residential District (RS-1) to the East, Neighborhood Commercial District (C-2) and General Commercial District (C-3) to the South and Office and Institutional District (C-1) and General Commercial District (C-3) to the West.

The proposed zoning district is Planned Unit Development- Commercial District (PUD-C).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to the PUD-C.



Zoning Map

Department of Planning &
Development Services

3319 Millwood Drive, TMS# 13804-03-09, 11.a
Current Zoning: PUD-C, Proposed Zoning: PUD-C

Legend

CITY LIMITS
 PARCELS

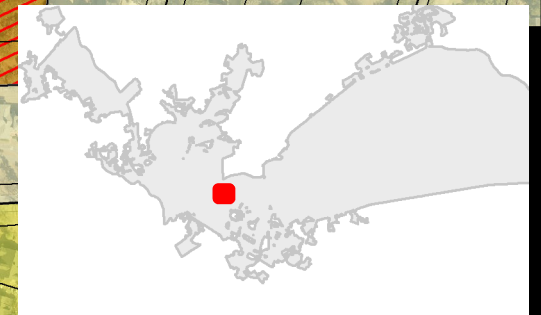
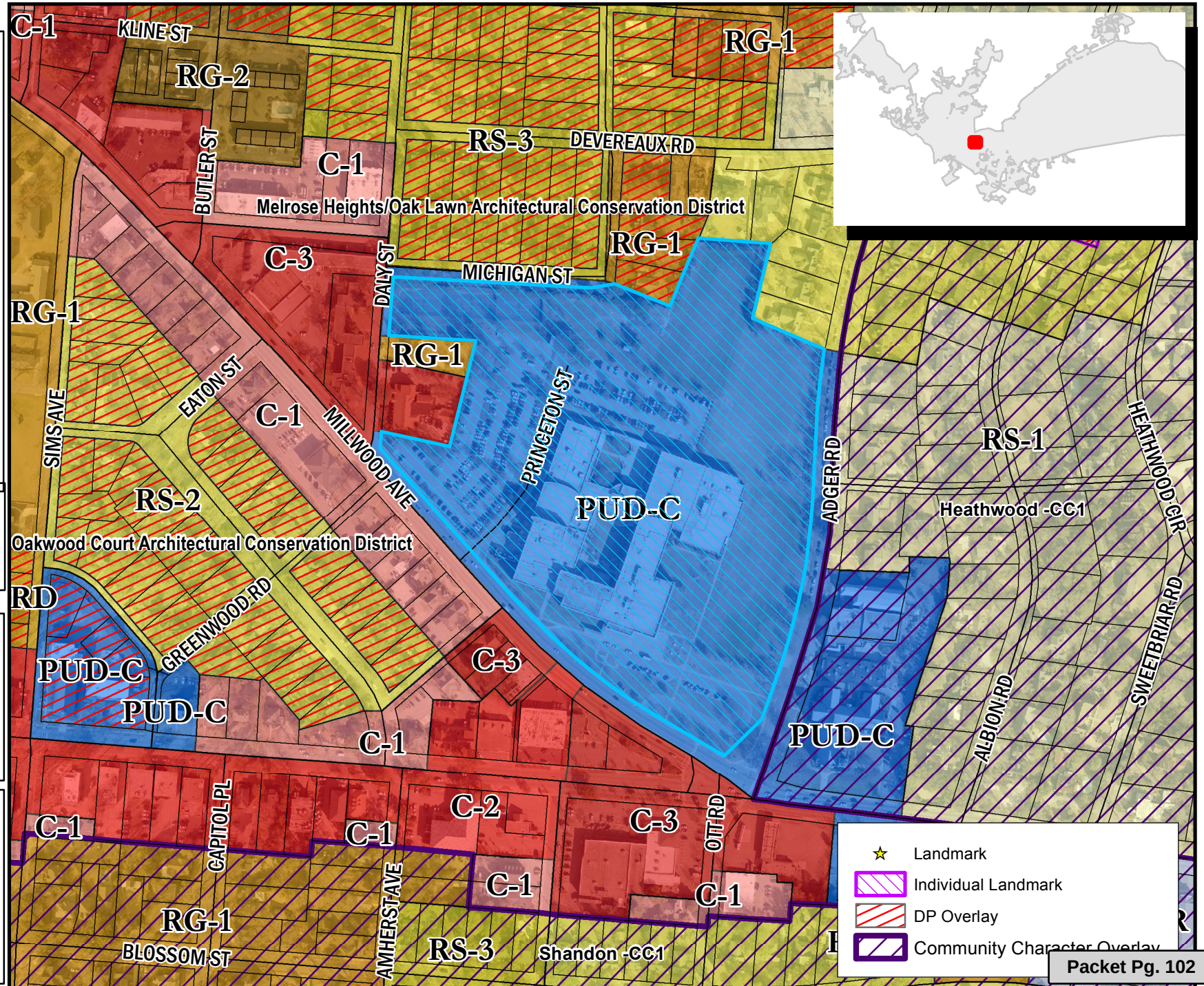
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

N

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

DISCLAIMER:
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Future Land Use Map

3319 Millwood Drive, TMS# 13
Existing FLU: UCR-1

11.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- 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



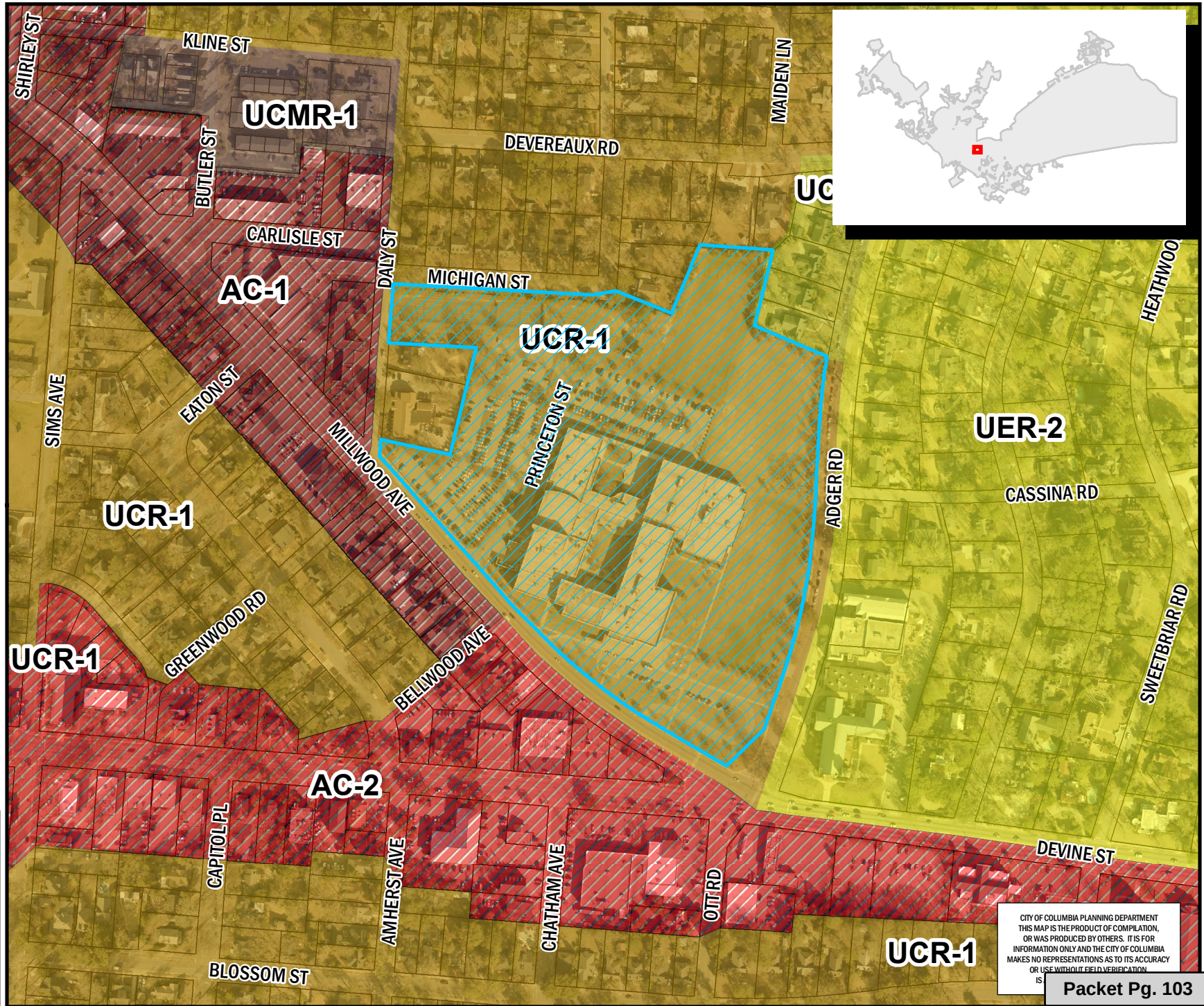
0 75 150 300
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018



We Are Columbia



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

QUACKENBUSH ARCHITECTS + PLANNERS

LETTER OF TRANSMITTAL

PROJECT Dreher High School Athletic Improvements PROJECT No. 16-187.00

TO Ms. Rachel L. Bailey DATE 7/12/18

ADDRESS Zoning Administrator
City of Columbia
1136 Washington Street
Columbia SC 29201

FROM Doug Quackenbush AIA/LEED AP

We are sending you:

☐ DRAWINGS ☐ PLANS ☒ DOCUMENTS ☐ SPECIFICATIONS ☐ SUBMITTAL ☐ OTHER

NO. OF COPIES	DESCRIPTION
1	City of Columbia Zoning Application: PUD-C Amendment

This information is transmitted as noted below:

☐ AS REQUESTED ☐ FOR REVIEW/COMMENT ☒ FOR APPROVAL

REMARKS: Digital Copy will also be provided

Transmitted by:

☐ OVERNIGHT DELIVERY ☐ STANDARD MAIL ☒ COURIER ☐ OTHER

Quackenbusharchitects.com

1217 Hampton Street
Columbia SC 29201803 771 2999 P
803 771 2658 F

FORM REVISED 02/10



City of Columbia

APPLICATION to

AMEND THE ZONING ORDINANCE

OFFICE USE ONLY: Date Received _____ By _____

1) APPLICANT (Please Print)

Name:	Raymond A. Perkins, Jr.	Company:	Richland School District One
Tel. #:	803.231.7057	Fax#:	803.231.7060
Mobile #:	803.528.1628	E-mail:	raymond.perkins@richlandone.org

Do you own any of the property affected by this application? ☒ YES ☐ NO; If NO, provide Letter of Agency

2) THIS APPLICATION IS FOR (Check all that apply)

☒ **REZONING (MAP and/or PUD AMENDMENT)**

From: _____ To: _____

For PUD Amendment (Check one below)

☐ Minor Amendment ☒ Major Amendment

PROPERTY INFORMATION

Address:	3319 Millwood Ave., Columbia, SC 29205		
TMS#:	R13804-03-09	Total Acreage:	20.910
Current Use:	School	Proposed Use:	School
Current Zoning:	PUD-C		

☐ **TEXT AMENDMENT**

List affected code section(s): _____

3) DETAILED PROJECT DESCRIPTION: (Attach additional paper if you need more space)

See attached PUD-C Major Amendment, dated July 11, 2018.

4) NEIGHBORHOOD CONSULTATION

Prior to the Planning Commission meeting, meet with the adjacent neighbors or neighborhood association to communicate details of the proposed project. Please note that this informational meeting is not required by ordinance, but is *strongly* encouraged. Contact information may be obtained from Zoning staff.

5) SIGNATURE

Applicant Signature:	
Print Name:	RAYMOND PERKINS
Date:	7-12-2018

PC Date: _____
ZPH Date: _____

Action: _____
1st Reading Date: _____
2nd Reading Date: _____

Action: _____
Action: _____

City of Columbia Zoning Application: PUD-C Major Amendment

Dreher High School
Richland School District One

This document proposes an amendment to the current PUD-C zoning of the area generally bounded by Michigan Street on the north, Millwood Avenue on the south, Adger Road on the East and Daly Street on the west. An architectural site plan prepared by Quackenbush Architects + Planners, LLC titled "Dreher High School Athletic Field Improvements" (the "Site Plan"), a landscape plan prepared by Grimball-Cotterill, LLC and Quackenbush Architects + Planners, LLC titled "Dreher High School Athletic Field Renovations" (the "Landscape Plan") and an exhibit illustrating the lighting fixtures prepared by Musco Sports Lighting, LLC (the Lighting Exhibit") are attached hereto as Exhibit "A" and incorporated herein by reference.

The existing requirements are noted in the attached letter from the City of Columbia to Richland School District One dated December 8, 2003 and referenced exhibits thereto all of which is attached hereto as Exhibit "B" and incorporated herein by reference. Please note that portions of the PUD-C application from December 8, 2003 have been stricken due to a conflict of terms or potential conflict of terms with this PUD-C Major Amendment. To the extent that there are additional terms in the PUD-C application that conflict with the terms of this PUD-C Major Amendment, the terms of this PUD-C Major Amendment control.

The proposed amendment includes the following items/conditions:

- I. Convert existing PUD to mixed use PUD.
- II. Amend mixed use PUD to provide the following modifications, see attached Site Plan:
 - a. Locate five tennis courts to southern area of existing band practice field with a 10' tall vinyl coated chain link fence around the perimeter of tennis courts; see Numbers 4 and 15 on Site Plan. There will be no electronic scoreboard allowed for the tennis courts. Fencing around the tennis courts should be high enough to keep tennis balls within the court area, but should not exceed 20 feet. Any wind blocking or screening used on the fence for tennis courts shall be a natural color or match the fence color with no commercial advertisements permitted
 - b. Locate multipurpose practice field toward the existing high school building and Daly Street to create larger buffer zone between school property and neighborhood property lines to the north and east and west; see Number 5 on Site Plan.

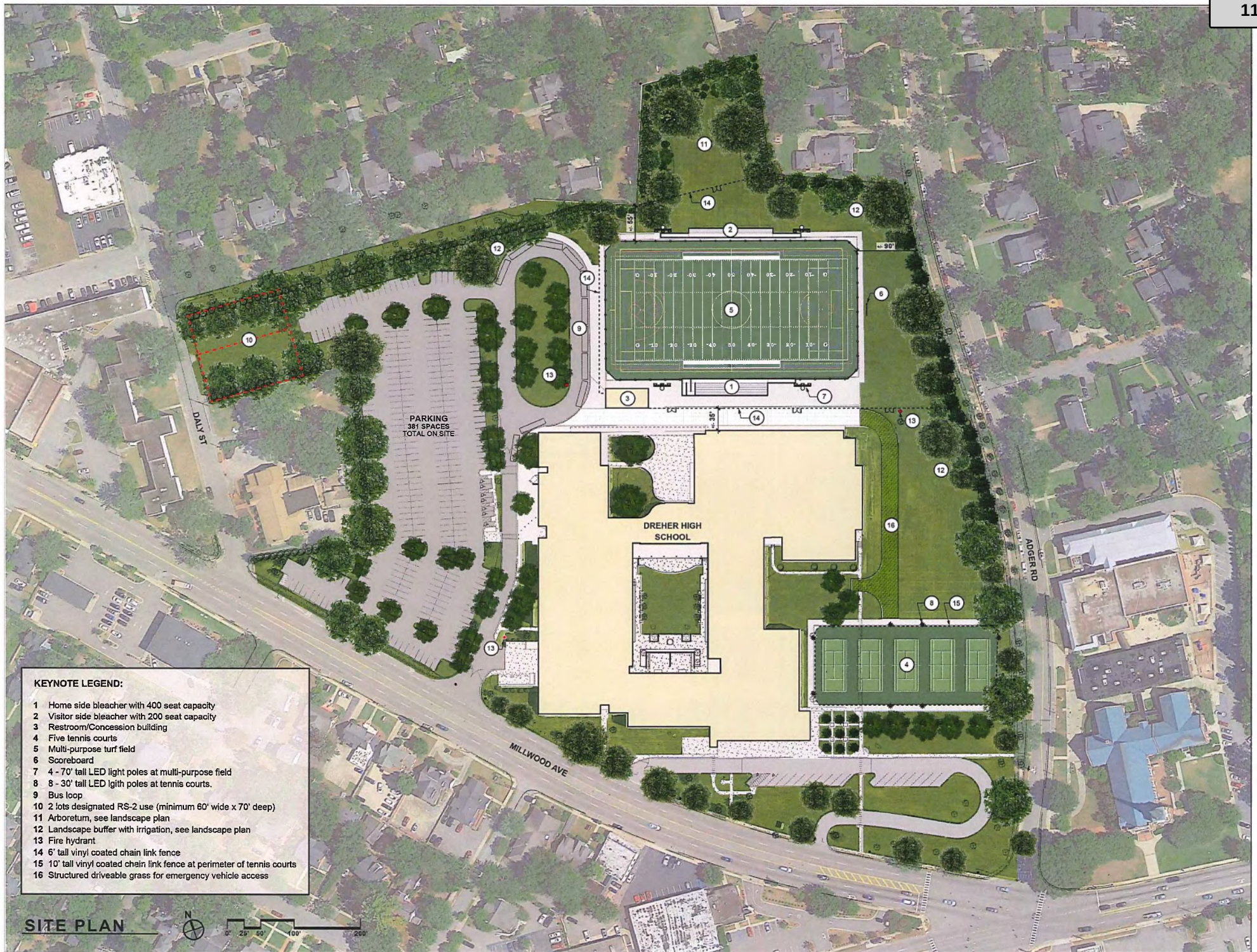
- c. The field and courts, when used for competition, must be used as provided for in the published athletic schedule (as may be amended) for Dreher-zoned school regular sessions with the understanding that a Dreher-zoned school/middle school must be a participant in the competition. Athletic events will be published with all changes to the schedule being properly noticed.
- d. Locate bus turn around to area adjacent to current tennis courts subject to approval of permitting agencies; see Number 8 on Site Plan. Based upon Richland County School District One's ("RCSD One") meetings and extensive discussions with the Office of School Facilities ("OSF") and with the South Carolina Department of Transportation office that reviews school site plans on behalf of OSF, RCSD One has located the bus loop to provide the optimum configuration permitted. RCSD One has reduced the proposed turning radii to a minimum for a bus to comfortably traverse the loop and return to Millwood Avenue, while allowing the western athletic field to shift from the initial plan. The configuration allows for the stacking of eleven buses. With regard to the points of egress for bus traffic, it is SCDOT and OSF's policy to keep bus pick up and drop off isolated from vehicle traffic. To that point, RCSD One has been directed by SCDOT and OSF to install a gate at the location where the bus loop and the rest of the parking lot meet which is to remain closed during bus pick up and drop off.
- e. Existing off-street parking will be approximately 380 spaces; see section shown as "Parking" on Site Plan.
- f. The site at the corner of Daly Street and Michigan Streets shall be zoned RS-2 with a lot size of 50' wide x 70' deep; see Number 10 on Site Plan.
- g. Install a 6' fence vinyl coated chain link fence with access controlled gate.
- h. Construct a restroom and concession building (see No. 3 on the Site Plan), which will only be open and accessible for Dreher-zoned school/middle schools events. Said restroom and concession building will also contain the ticket sales for competitions.
- i. Install a fence around the multi-purpose field, which shall be no higher than six feet (see No. 14 on the Site Plan) with an access gate for spectators and competitors in the southwest corner of the multi-purpose field near the restroom and concession building shown as No. 3 on the Site Plan. Any wind blocking or screening used on the fence for multi-purpose field shall be a natural color or match the fence color with any commercial advertisements facing inward toward the field.
- j. Install a scoreboard for the multi-purpose field (see Number 6 on the Site Plan), but there will be no sound, electronic pictures or electronic advertisements associated with the scoreboard. There will be no public address system and no battery-powered megaphone. The scoreboard will be limited to 20' in height and 25' in width with 5' being allowed for advertising, which said advertising must face the multi-purpose field.

- III. Prior to filing a petition to modify the PUD or amend the PUD pursuant to S.C. Code 6-29-760 or to develop the residential (RS-2) lots in the PUD, the district will consult with the adjoining landowners, Melrose/Historic Heathwood neighborhood associations and the District 3 and District 4 representatives by letter, sent registered mail, return receipt requested mail, stating the change(s) to be sought, and affording a date, time, and place for a meeting with District authorized personnel to explain need and timing of implementation of the desired changes. The meeting will take place at least 30 days in advance of any application or request for the changes. The purpose of the meeting will be informational and to allow an opportunity for the said neighborhood associations to ask questions and express any concerns prior to application. The notice of the meeting will be by letter mailed to the president of the said neighborhood associations to the address provided on the City of Columbia website. It is the said neighborhood associations' responsibility to keep the contact information current on the City of Columbia website. Any amendments sought shall be subject to the regulations and standards associated with requesting PUD amendments.
- IV. Prior to developing the RS-2 area (see Number 10 on Site Plan), notice of a meeting will be sent as provided and for the purposes mentioned in Section III. The parcels shall be subject to the regulations and standards of the requested zoning district classification being sought.
- V. Lights in the area of the multi-purpose field (see Numbers 5 and 7 on Site Plan) and tennis courts (see Numbers 4 and 8 on Site Plan) will be extinguished by 9:00 P.M.; however, if competition ends prior to 9:00 P.M., the lights will be partially extinguished after the field is cleared at the end of the competition, consistent with the needs of safety and maintaining order. The lights will only be used for practices and competition involving Dreher-zoned schools/middle schools.
- VI. The multi-purpose field lights are limited to 4 poles approximately seventy (70' feet in height with LED with 100% cut off per specifications (see Number 7 on Site Plan); the tennis court lights are limited to eight (8) poles approximately thirty (30') feet in height with LED with 100% cut off per specifications (see Number 8 on Site Plan). The multi-purpose field lighting fixtures shall create no horizontal light spillage beyond the Dreher High School property line. See the attached Lighting Exhibit.
- VII. See attached the Landscape Plan for landscaping and buffer yard design.
- VIII. The multi-purpose field will not be used for varsity football competitions.

- IX. The height of the bleachers on the multi-purpose field will be limited to six (6') feet on visitor side or as close to this height as compliant with manufacturer's recommendation and specifications; see Number 2 on Site Plan. Bleachers on the multi-purpose field will be limited to a total of 600 seats.
- X. No pep bands will be allowed.
- XI. The only musical instruments allowed outside of the Dreher High School buildings will be those associated with the school band practices, which said practices will only occur during the hours of 6:30 a.m. to 8:00 p.m. Monday through Saturday.
- XII. No sound amplification system will be allowed or used for the practices or competitions on the Dreher High School property unless it is associated with the electronic amplification of the school band's instruments, which must be within City of Columbia noise ordinance requirements.
- XIII. Contact information for the liaison who will be the Dreher Athletic Director will be published to allow interested persons and the leadership of the adjacent neighborhoods to raise concerns associated with the multi-purpose field and tennis courts.

This document is to serve as a supplement to the existing PUD agreement. All conditions outlined in the existing PUD and agreed upon by City Council on November 19, 2003 shall remain unless otherwise noted, however, as provided hereinabove, to the extent that there are additional terms in the PUD application that conflict with the terms of this PUD-C Major Amendment, the terms of this PUD-C Major Amendment control.

EXHIBIT "A"



PROJECT TITLE

DREHER HIGH SCHOOL ATHLETIC FIELD IMPROVEMENTS

OWNER

SCHEMATIC D

ISSUE DATE

PROJECT NO.

STATE PROJECT NO.

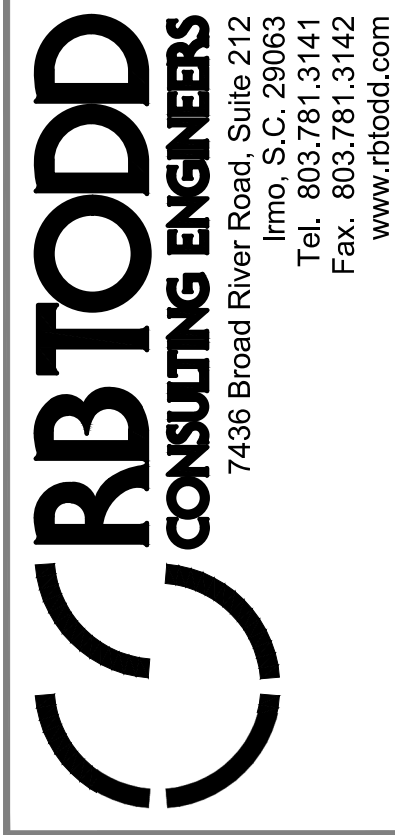
REVISION

TITLE

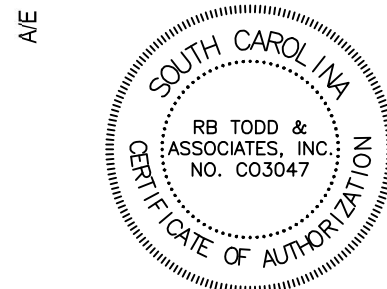
RENDERED PLAN



1. ALL EXISTING PLANT MATERIAL, HEALTH TO BE EVALUATED AND REPLACED IF IN POOR CONDITION.
2. ALL PLANT MATERIAL TO BE IRRIGATED.



GRIMBALL
COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS



AVE SEAL

CORPORATE SEAL

PROJECT TITLE

DREHER HIGH SCHOOL ATHLETIC
RENOVATIONS

RICHLAND SCHOOL DISTRICT ONE

COLUMBIA SC 29201

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PHASE

SCHEMATIC DESIGN

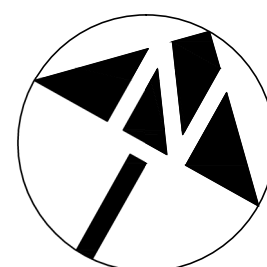
ISSUE DATE	08/27/201
PROJECT NO.	16.187.0

REVISION	DATE
PLANT LIST	11.30.2018

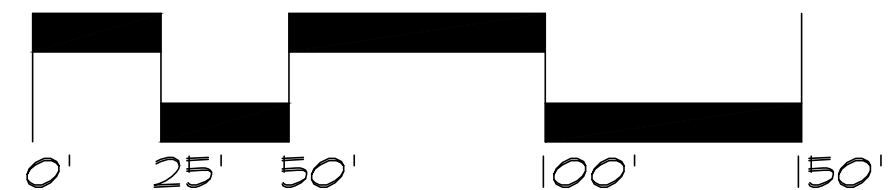
TITLE
LANDSCAPE PLAN

SHEET NO.

L1.0



GRAPHIC SCALE 1" = 50'-0"



Dreher High School Football

Columbia, SC

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
F1-F4	70'	15'	2	TLC-BT-575	1.15 kW	A
		70'	6	TLC-LED-1150	6.90 kW	A
4			32		32.20 kW	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Football/Soccer	32.2 kW	32

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>81,000	>81,000	>81,000	8
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>81,000	>81,000	>81,000	24

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Football	Horizontal Illuminance	34	25	43	1.77	1.36	A	32
Property Spill	Horizontal	0.0	0.0	0.0	0.0		A	32
Soccer	Horizontal Illuminance	33.4	24	42	1.77	1.39	A	32

From Hometown to Professional

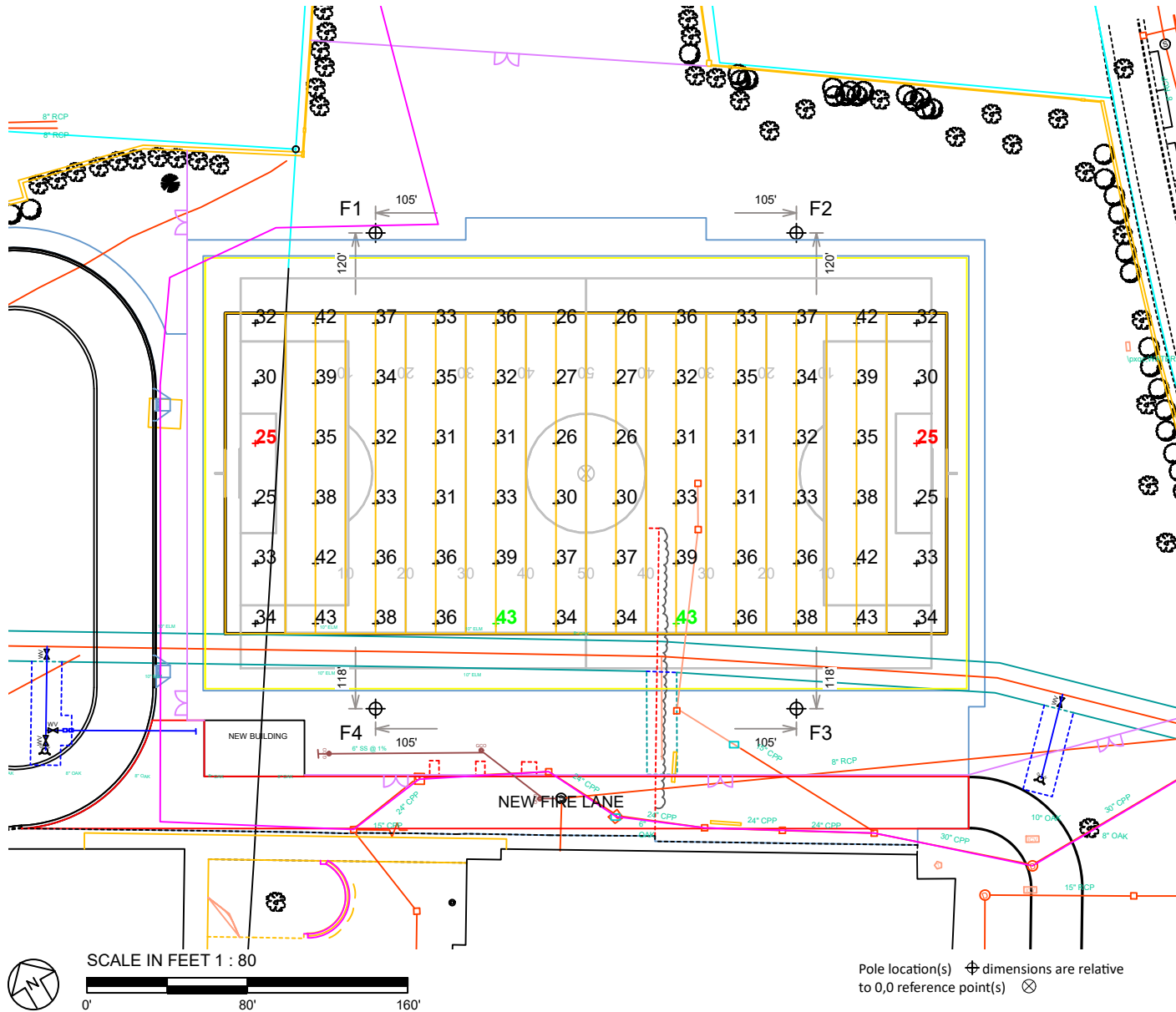


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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
4	TOTALS					32	32	0



Dreher High School Football

Columbia, SC

GRID SUMMARY

Name: Football
Size: 360' x 160'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Guaranteed Average: 30
 Scan Average: 34.00
 Maximum: 43
 Minimum: 25
 Avg / Min: 1.39
Guaranteed Max / Min: 2.5
 Max / Min: 1.77
 UG (adjacent pts): 1.49
 CU: 0.66
 No. of Points: 72

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 52,000 / 121,000 lumens
No. of Luminaires: 32
Total Load: 32.2 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1150	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

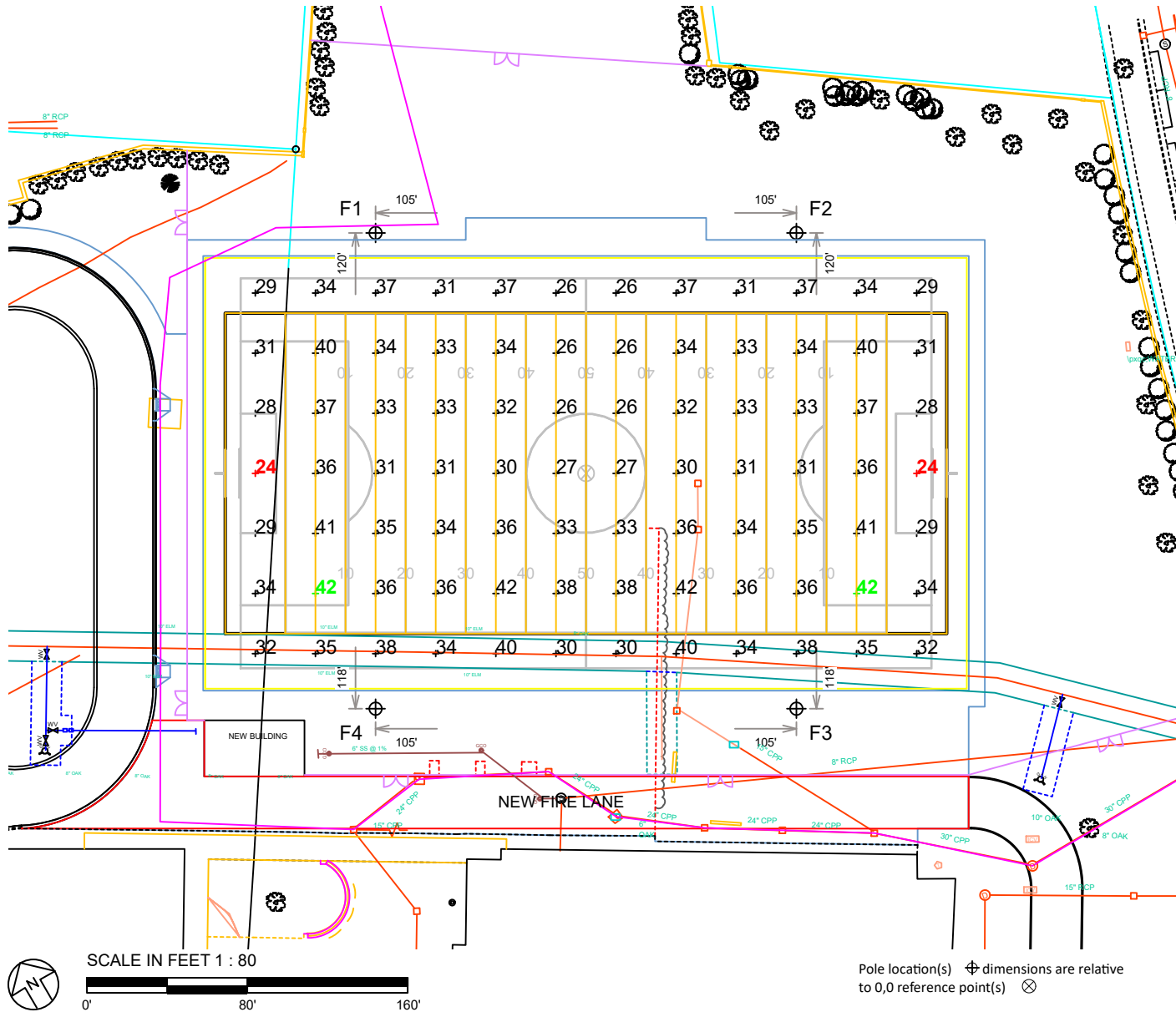


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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	15'	TLC-BT-575	2	2	0
4				70'	TLC-LED-1150	6	6	0
TOTALS						32	32	0



Dreher High School Football

Columbia, SC

GRID SUMMARY

Name: Soccer
Size: 345' x 195'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Guaranteed Average: 30
 Scan Average: 33.44
 Maximum: 42
 Minimum: 24
 Avg / Min: 1.41
Guaranteed Max / Min: 2.5
 Max / Min: 1.77
 UG (adjacent pts): 1.51
 CU: 0.75
 No. of Points: 84

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 52,000 / 121,000 lumens
No. of Luminaires: 32
Total Load: 32.2 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1150	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

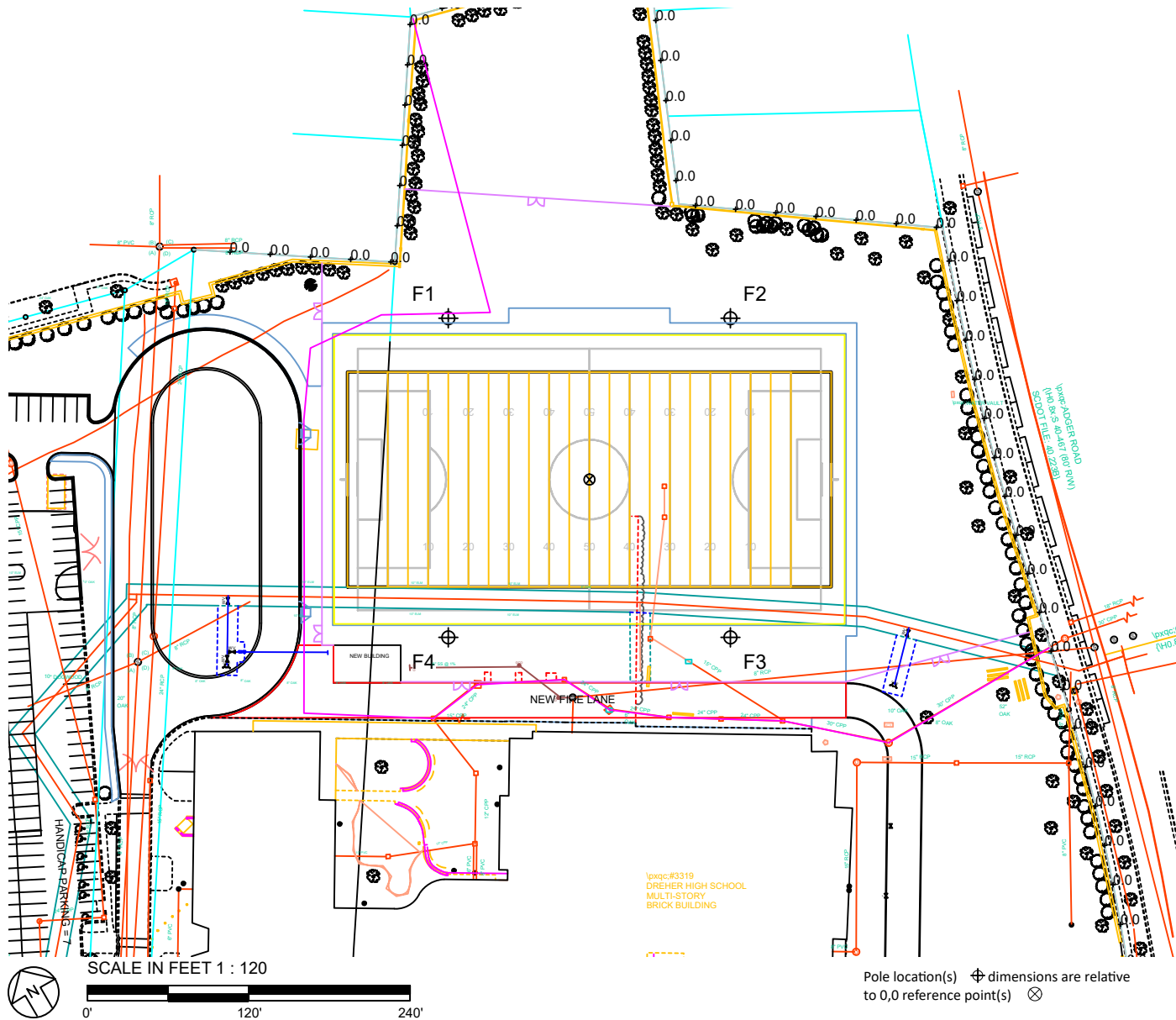
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
4	TOTALS					32	32	0



Dreher High School Football

Columbia, SC

GRID SUMMARY

Name: Property Spill
 Spacing: 30.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
 Scan Average: 0.0
 Maximum: 0.0
 Minimum: 0.0
 No. of Points: 93

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
 Luminaire Output: 52,000 / 121,000 lumens
 No. of Luminaires: 32
 Total Load: 32.2 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1150	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

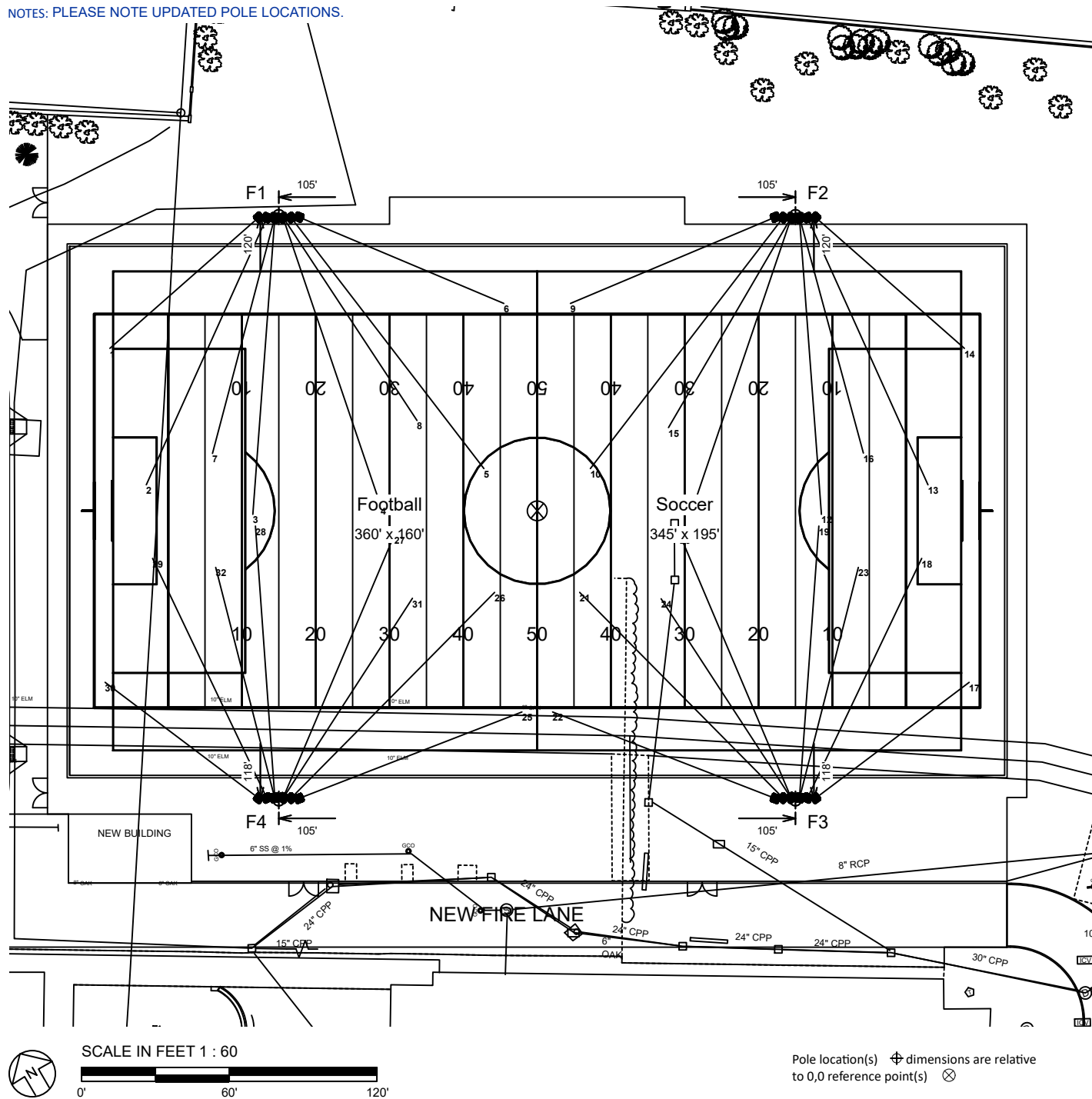
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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NOTES: PLEASE NOTE UPDATED POLE LOCATIONS.



Dreher High School Football

Columbia, SC

EQUIPMENT LAYOUT

INCLUDES:

- Football
- Soccer

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires		QTY / POLE
				MOUNTING HEIGHT	LUMINAIRE TYPE	
4	F1-F4	70'	-	15'	TLC-BT-575	2
				70'	TLC-LED-1150	6
4	TOTALS					32

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1150	6.8	6.5	5.9	5.1	4.1	3.7	3.0



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EXHIBIT "B"

COLUMBIA

A Capital Place To Be



December 8, 2003

Mr. Raymond Perkins
Director of Facility Construction Services
Richland County School District One
201 Park Street
Columbia, SC 29201

Dear Mr. Perkins,

This letter shall serve as notification that, on November 19, 2003, City Council approved your request to rezone the area generally bounded by Michigan Street on north, Millwood Avenue on south, Adger Road on East, and Daly Street on west from RS-2, RG-1, C-1, and C-3 to PUD-C.

Section 17-305 (b) (9) a. of the City Code permits City Council to attach conditions to a PUD rezoning, and your rezoning is subject to the following items:

- (1) SITE PLAN AND SCREENING DEVICES: Conformance with the site plan dated 9/22/03 and submitted to City Council 11/12/03, except...
 - a. That segment of screening along the Adger Road lot line, from the northern-most point to the south side of 746 Adger Road, shall be a 6-foot high red-clay brick wall, the bottom five feet of which shall be solid and the top one foot of which shall be brick lattice, columns or some other architectural relief to the wall shall be placed every 8 to 12 feet, and a vine or ground cover shall be planted along the Adger Road side to grow on the wall.
 - b. Where that segment of screening along the Adger Road lot line approaches existing trees to be preserved, specifically along the west side of Adger Road near the Cassina Road intersection, the screening may be recessed to minimize damage to said trees.
 - c. That segment of screening along the Adger Road lot line, from the south side of 746 Adger Road to the point generally shown on the site plan, may be increased to 6 feet high.
 - d. That segment of screening along the south lot line of 1000 Princeton Street, specifically from the east end of the Michigan Street brick wall to the southeast corner of 1000 Princeton Street, shall be a brick wall constructed in the same manner as the Michigan Street brick wall.
 - e. That segment of screening along the north lot lines, specifically from the southeast corner of 1000 Princeton Street to the southeast corner of 827 Adger Road, shall be a fence consisting of brick columns and PVC/vinyl panels, provided...
 - i. The majority of the fence shall be constructed of 6-foot 6-inch high brick columns and 6-foot 6-inch high PVC/vinyl panels, except the height of the columns and panels along the south lot line of 827 Adger Road shall be 6-feet high, matching the height of the wall required along Adger Road.

Page 1 of 3

City of Columbia / Planning and Development Services
225 Laurel Street / PO Box 147 / Columbia, SC 29201 / Planning: (803) 545-3222 / Development Services: (803) 545-3333

COLUMBIA

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- ii. No brick column shall be greater than 12 feet from any other brick column, and PVC/vinyl posts may be used between brick columns to support the span between brick columns;
- iii. The 6-foot 6-inch high PVC/vinyl component of the fence shall be constructed in substantial conformance with the cut sheet attached to this letter labeled ATTACHMENT 1 TO DREHER HIGH SCHOOL PUD;
- iv. The School District may use 6-foot high PVC/vinyl panels in the event that 6-foot 6-inch high panels are not readily available and upon showing a good-faith effort to procure 6-foot 6-inch panels;
- v. If the School District uses 6-foot PVC/vinyl panels, then the panels shall be set upon the columns to approximate a 6-foot 6-inch screen, and
- vi. The minimum thickness of PVC/vinyl panels shall be 0.06 inches, the minimum thickness of PVC/vinyl rails shall be 0.12 inches, and the minimum thickness of PVC/vinyl posts shall be 0.14 inches;
- f. The wall along the south side of 1000 Princeton Street, the wall along Adger Road, and the fence along the north lot lines, all of which are described above, shall be installed prior to initiating major construction activity;
- g. Substantial conformance with the Preliminary Landscape Plan dated revised 10/24/03 and submitted to City Council 11/12/03 that depicts, among other things, a buffer transition yard (specifically the equivalent to 16 caliper inches of canopy trees only every 100 feet) located in close proximity to the walls and fences required above; and
- h. Richland School District One shall cooperate with any neighbor abutting the fence along the north lot lines described above that may desire shrubbery installed along the outside of the fence, the intent of which is to minimize the impact of the PVC component of the fence; and
- (2) **MAINTENANCE:** All landscaping and screening devices (i.e. walls and fences) shall be well maintained in perpetuity;
- (3) **OFF-SITE STUDENT PARKING:** Students are prohibited from parking vehicles within the parking lot located along the south side of Devine Street, east of Ori Road and west of Bonham Road, currently operated by Shandon United Methodist Church;
- (4) **LIGHTING:** Lights may be mounted upon 22-foot poles as shown but light levels shall be reduced to 50 percent after 10:30 p.m.;
- (5) **NORTH SIDE OF MICHIGAN AVENUE:** Richland School District One shall contact and encourage the South Carolina Department of Transportation to install curbing along the north side of Michigan Street from Princeton Avenue to Daly Street;
- (6) **TRAFFIC SIGNAL AT MILLWOOD AVENUE:** Richland School District One, with the support of the City of Columbia, shall contact and encourage the South Carolina Department of

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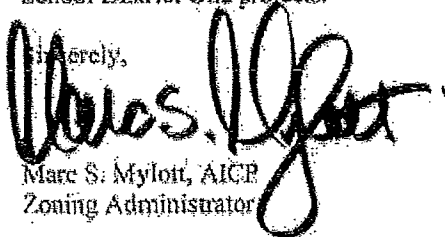
Transportation to install a traffic signal at the Bus & Faculty Entry & Exit along Millwood Avenue; and

- (7) **AMENDMENTS:** Any change to the site plan approved by City Council must be reviewed and approved by the Planning Commission. Upon receipt of a complete application for a change, staff shall notify interested parties by posting signs upon the subject property and mailing notices to adjacent property owners informing them of the date, time, and location of the Planning Commission meeting within the time frame mandated by State law (see §6-29-760 (B)).

Please note that, despite the language within Condition No. 7 above, any change deemed a major change by the Zoning Administrator in accordance with §17-305 (b) (10) shall also require review and approval by City Council.

This letter is neither a building permit, zoning permit, nor any similar authorization to occupy the property or begin site work; rather it is a statement from the Zoning Division of the City of Columbia confirming the zoning classification of the Property. Prior to initiating demolition, construction, or other site work, you are required to obtain a building permit, zoning permit, and/or any other approvals that may be necessary in accordance with City Codes.

Best of luck with your project. We look forward to continuing to work with you on this and other Richland School District One projects!

Sincerely,

 Marc S. Myloit, AICP
 Zoning Administrator

cc: Charles P. Austin, Sr., City Manager
 Steven Grant, Assistant City Manager
 Douglas Quackenbush, AIA, Principal, The Boudreaux Group

6 1/2 ft Privacy Fence

REQ'D MATERIAL PER 6' SECTION

POSTS:

(1) 6" X 6" X 96"

POST CAPS:

(1) 6" X 6" PYRAMID

RAILS:

(2) 2" X 6 1/2" X 91" SLOTTED

PLANKS:

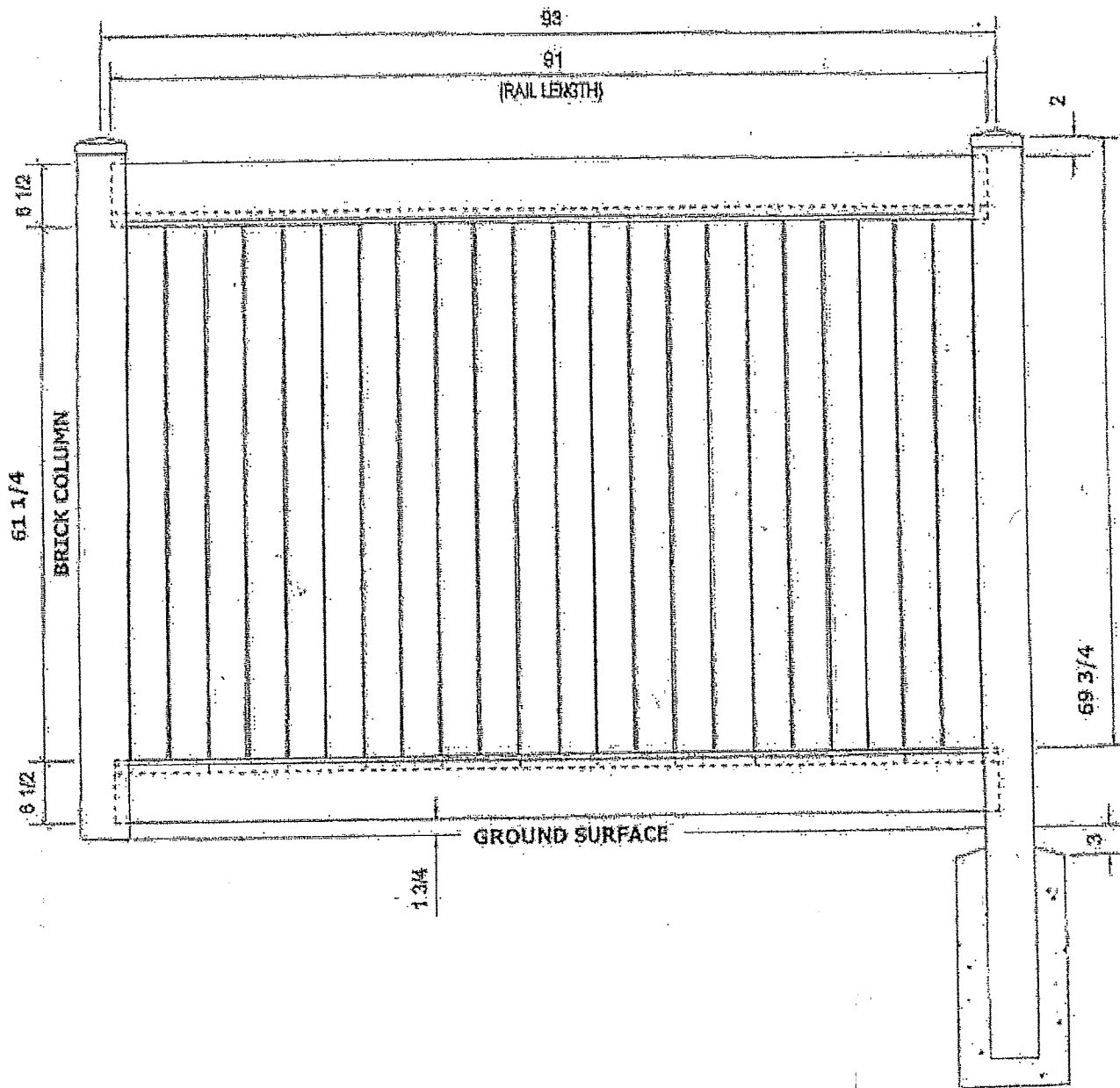
(11) 1" X 8" (T&G) X 57 3/4" WITH "Y" GROOVE



Kroy

Building Products, Inc.

ATTACHMENT 1 TO DREHER HIGH SCHOOL PUD



K-28D

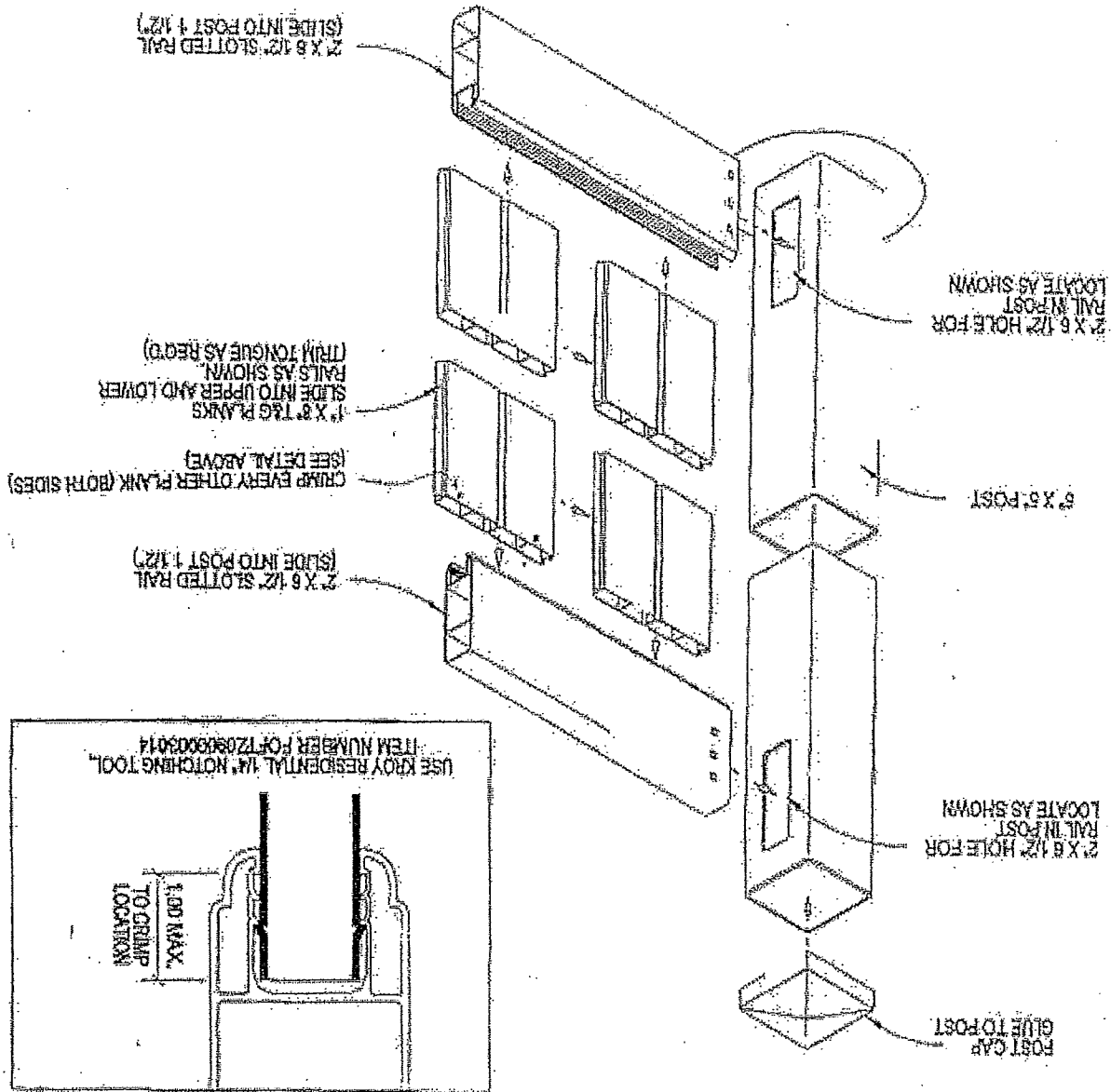
DRAWINGS ARE THE PROPERTY OF KROY BUILDING PRODUCTS © 2000

C-1 6/30/00

6-3

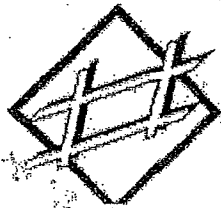
6-3
K-280

DRAWINGS ARE THE PROPERTY OF KROY BUILDING PRODUCTS © 2000



Building Products, Inc.

Kroy



READ MATERIAL PER SECTION

POSTS:
(1) 6" X 6" X 96"

POST CAPS:
(1) 5" X 5" PYRAMID

PLANKS:
(1) 1" X 8" (T&G) X 57 3/4"
WITH "V" GROOVE

RAILS:
(2) 2" X 6 1/2" X 96" SLOTTED

ZONING PUBLIC HEARING CASE SUMMARY

November 12, 2003 at 10:00 a.m.
City Council Chambers, 3rd Floor, City Hall, 1737 Main Street
Columbia, South Carolina

Subject Property: DREHER HIGH SCHOOL, 701 ADGER ROAD, 3319 MILLWOOD AVENUE; area generally bounded by Michigan Street on north, Millwood Avenue on south, Adger Road on East, and Daly Street on west.

Council District: 3, adjacent to 4

Requested Action: Rezone from RS-2 Single-Family Residential, RG-1 General Residential, C-1 Office and Institutional, and C-3 General Commercial to PUD-C Commercial Planned Unit Development.

Project Description: Demolish and construct new Dreher High School on larger campus.

Applicant: Raymond Perkins, Richland School District One.

PC Recommendation: Approve subject to . . .

- (1) Conformance with the site plan dated September 22, 2003, except . . .
 - a. that segment of screening along the south lot line of 827 Adger Road shall be an 8-foot high wood fence;
 - b. the finished side of all wood fences shall face out;
 - c. that segment of screening along the Adger Road lot line, from the northern-most point to the south side of 746 Adger Road, shall be a 6-foot high red-clay brick wall, the bottom five feet of which shall be solid and the top one foot of which shall be brick lattice, columns or some other architectural relief to the wall shall be placed every 8 to 12 feet, and a vine or ground cover shall be planted along the Adger Road side to grow on the wall; and
 - d. property lines improved with an 8-foot high wood fence and a 6-foot high brick wall shall include a bufferyard "C" landscape treatment (specifically the equivalent to 16 caliper inches of canopy trees only every 100 feet) located in close proximity to the inside of the fence or wall;
- (2) All landscaping and screening devices (i.e. walls and fences) shall be well maintained in perpetuity;
- ~~(3) Lights may be mounted upon 22-foot poles as shown but light levels shall be reduced to 50 percent after 10:30 p.m. and~~
- (4) Any changes to the site plan must be reviewed and approved by the Planning Commission.

Staff Recommendation: Approve subject to conformance with Planning Commission recommendation above except:

- (1) Change that segment of screening along the north lot lines from an 8-foot high wood fence to a fence consisting of 6-foot 6-inch high brick columns and 6-foot 6-inch high PVC/vinyl panels, provided . . .

- a. the height of the columns and panels along the south lot line of 827 Adger Road shall match the height of the wall required along Adger Road.
- b. the fence along the north lot lines shall be installed prior to construction.
- c. the School District may use 6-foot high PVC/vinyl panels in the event that 6-foot 6-inch high panels are not readily available and upon showing a good-faith effort to procure 6-foot 6-inch panels, and
- d. if the School District uses 6-foot PVC/vinyl panels, then the panels shall be set upon the columns and/or the grade around the screening raised to approximate a 6-foot 6-inch screen and the school district shall install devices as necessary to minimize the likelihood that rodents and other vermin may travel under the screen.

This change does not reflect concern with the Planning Commission recommendation rather it is in response to a request by the affected neighbors after the Planning Commission met. At the time of packet preparation, the School District had not yet had a chance to consider and authorize this change. We anticipate that they will respond at the public hearing.

Details:

The School District proposes to demolish the existing building and rebuild Dreher High School on a larger campus. The current building is approximately 189,000 sq. ft. and sits on approximately 13 acres; the new building would be approximately 270,000 sq. ft. and sit on 21.03 acres. Interestingly, the footprints are similar in size because the new building would be mostly 3 stories high.

~~The current campus has 174 parking spaces on site, and the School District has permission to use approximately 125 from Shandon United Methodist Church~~ along the south side of Devine Street. The proposed campus would contain ~~413~~ ⁴¹⁵ parking spaces on-site. The Zoning Ordinance requires 636 parking spaces.

Currently, the new campus consists of several zoning districts - RS-2 along Adger, RG-1 along Princeton and Michigan, and C-1 and C-2 towards Millwood. Educational institutions are a special exception within single-family residential districts, and Section 17-165 of the Zoning Ordinance prohibits the construction of structures or accessory uses (such as parking areas) where the structure or accessory use would be within two or more zoning districts. The proposed map amendment would place the entire campus within the PUD-C district, and the use would be permitted rather than by special exception.

Case History:

- 10/6/03 Planning Commission recommends approval subject to conditions (7-0).
 9/8/03 Applicant presents "information only" to Planning Commission. No action requested of or taken by Planning Commission.

PENDING ISSUES:

Adger Street Screening Device: The School District will propose a 5-foot high brick wall (bottom 3 feet solid, top 2 feet lattice) whereas the Planning Commission recommended a 6-foot high brick wall (bottom 5 feet solid, top 1 foot lattice).

Lights: The School District will propose to generally turn the lights to 50 percent illumination after 10:30 p.m., but they want the flexibility to keep the light level at 100 percent during night events that go beyond 10:30 p.m.

Necessity for Expansion: City Council will hear from some residents that Dreher should be renovated or rebuilt on its existing campus. The very last pages of Item 10 of the School District's packet outline several community issues such as these and the School District's response.

Abandon Portion of Princeton Street ROW: The School District intends to use Princeton Street as the ingress/egress for buses and faculty. This reconfigured driveway would not go through to Michigan Street. SCDOT has submitted a letter to the City requesting that the City accept maintenance and responsibility for Princeton from Millwood to Devereaux. Currently, the City maintains Princeton north of Devereaux. Once Princeton is removed from the State Highway System, the City can deed it from Millwood to Michigan to the School District and retain responsibility for that segment from Michigan to Devereaux.

Staff Contact:

Nathaniel B. Land, Jr., AICP; Deputy Director of Planning & Zoning, and
Marc Mylott, AICP; Zoning Administrator.

Persons expressing support or concern about this project submitted the documents outlined below to staff; they are made a part of the record of the public hearing by reference. Copies will be provided upon request.

- Sloan, 10/27/03 (to various): 1-page email outlining concerns of neighbors physically abutting new campus about screening.
- Brenners & Cardners, 10/6/03 (to PC): 4-page outline expressing concerns about the acquisition of residential property for an expanded campus and necessity for size of parking areas; attachment includes alternate site plan.
- Brenners & Cardners, 9/19/03 (to PC): 1-page double-sided letter and 5 double-sided attachments outlining concerns about the acquisition of residential property for an expanded campus and proposing an alternative site plan; attachments include neighborhood survey and letter from B. Miley of 2903 Blossom Street.
- Garrick, 9/18/03 (to PC): 2-page letter plus 1-page email, expressing support for project and outlining rationale for School District site plan decisions.
- McClam, 9/9/03 (to PC): 2-page letter, expressing support for project and responding to Planning Commission concerns expressed on 9/8/03.
- Tudor, 9/4/03 (to PC): 3-page letter and 11 color photographs/illustrations outlining concerns about screening.
- Petition, undated (submitted to PC 9/3/03): 30-35 signatures with map of persons residing primarily along Adger, Albion, Cassina, and Devereaux primarily expressing concern about screening, the location and lighting of parking areas, and the orientation of the softball field.
- Residents of Adger Road/Heathwood, 8/25/03 (to PC): 1-page letter outlining concerns about a pedestrian gate along Adger Road, the location and lighting of parking areas, the location of a storage building, and the orientation of the softball field.
- Petition, 8/24/03 (to Mayor, CC, PC, and RSD1): 26 signatures of persons residing primarily along Adger, Albion, Cassina, and Heathwood Circle expressing concern about a pedestrian gate along Adger Road.
- Petition, 8/12/03 (to Mayor, CC, PC, and RSD1): 6 signatures of persons residing primarily along Adger expressing concern about building orientation, location of parking areas, and Adger Road screening.

Application# _____

Fee _____

CITY OF COLUMBIA
ZONING AMENDMENT APPLICATION

To The Honorable Mayor and City Council:

The undersigned hereby respectfully requests that the City of Columbia Zoning Ordinance be amended as described below:

1. This is a request for a change in the: (Check one)
 (☒) Zoning Map (fill in items #2, 3, 4, 5 and 8 only)
 (☐) Zoning Text (fill in items #6 and 8 only)
 (☐) Zoning Schedule of District Regulations (fill in items #7 and 8 only)
2. Give either exact address, or tax map reference for property for which you propose a zoning change: Dreher High School and adjoining properties - See attachment for questions two through five.

3. How is this property presently designated and zoned?

See Attachment

4. What new designation and zoning do you propose for this property?

See Attachment

REZONING PROPOSAL MUST BE IN ACCORDANCE WITH SECTION 9-8

5. Does the applicant own any of the property proposed for this zoning change?
 (☒) Yes (☐) No. If YES, give address of the property involved which he owns.

See Attachment

6. If this involves a change in the Zoning Text, what section or sections will be affected?

SHOW PROPOSED CHANGED AND THE REASONS THEREFORE UNDER Item #8

7. If this involved a change in the Schedule of District Regulations, what Section (s) District (s)

SHOW PROPOSED CHANGE AND THE REASONS THEREFORE UNDER Item #8

8. Explanation: See Attachment

IF MORE SPACE IS NEEDED, USE A BLANK SHEET OF PAPER

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.



Signature

8-20-03

Date

201 PARK STREET, COL, SC 29201

Address

803 253-5743

Phone

**Richland County School District One
Dreher High School Rezoning**

No.	Property Address	Tax Map Reference	Current Zoning	Requested Zoning	Currently Own (Y/N)
1	Dreher High School 701 Adger Road Columbia, SC 29205	13804-03-009	RS-2	PUD-C	Y
Millwood Avenue (from 1st to 10th Street)					
2	3313 Millwood Avenue Columbia, SC 29205	13804-03-008	C-3	PUD-C	Y
3	3303 & 3309 Millwood Avenue Columbia, SC 29205	13804-03-007	C-3	PUD-C	Y
4	3227 Millwood Avenue Columbia, SC 29205	13804-02-007	C-3	PUD-C	N
5	3209 Millwood Avenue Columbia, SC 29205	13804-02-008	C-3	PUD-C	N
6	3201 Millwood Avenue Columbia, SC 29205	13804-02-001	C-3	PUD-C	N
Princeton Street (East Side from south to north)					
7	912 Princeton Street Columbia, SC 29205	13804-03-008	C-1	PUD-C	Y
8	918 Princeton Street Columbia, SC 29205	13804-03-006	C-1	PUD-C	N
9	922 Princeton Street Columbia, SC 29205	13804-03-006	C-1	PUD-C	Y
10	926 Princeton Street Columbia, SC 29205	13804-03-005	RG-1	PUD-C	Y
11	930 - 932 Princeton Street Columbia, SC 29205	13804-03-004	RG-1	PUD-C	Y
12	934 Princeton Street Columbia, SC 29205	13804-03-003	RG-1	PUD-C	Y
13	940 Princeton Street Columbia, SC 29205	13804-03-002	RG-1	PUD-C	Y
14	944 Princeton Street Columbia, SC 29205	13804-03-001	RG-1	PUD-C	Y
15	948 Princeton Street Columbia, SC 29205	13804-08-010	RG-1	PUD-C	Y
16	954 Princeton Street Columbia, SC 29205	13804-08-011	RG-1	PUD-C	Y

**Richland County School District One
Dreher High School Rezoning**

No.	Property Address	Tax Map Reference	Current Zoning	Requested Zoning	Currently Own (Y/N)
17	856 Princeton Street Columbia, SC 29205	13804-08-012	RG-1	PUD-C	Y
Princeton Street - West Side (from south to north)					
18	915 Princeton Street Columbia, SC 29205	13804-02-006	RG-1	PUD-C	Y
19	921 Princeton Street Columbia, SC 29205	13804-02-005	RG-1	PUD-C	Y
20	927 Princeton Street Columbia, SC 29205	13804-02-004	RG-1	PUD-C	Y
21	931 & 933 Princeton Street Columbia, SC 29205	13804-02-003	RG-1	PUD-C	Y
22	935 - 937 Princeton Street Columbia, SC 29205	13804-02-013	RG-1	PUD-C	Y
23	939 - 941 Princeton Street Columbia, SC 29205	13804-02-002	RG-1	PUD-C	N
Michigan Street - South Side (from east to west)					
24	3234 Michigan Street Columbia, SC 29205	13901-09-007	RG-1	PUD-C	N
25	3228 & 3230 Michigan Street Columbia, SC 29205	13901-09-006	RG-1	PUD-C	Y
26	3222 Michigan Street Columbia, SC 29205	13901-09-005	RG-1	PUD-C	Y
27	3218 Michigan Street Columbia, SC 29205	13901-09-004	RG-1	PUD-C	Y
28	3214 Michigan Street Columbia, SC 29205	13901-09-003	RG-1	PUD-C	Y
Daly Street - East Side					
29	926 Daly Street & 3204 Michigan Street Columbia, SC 29205	13901-09-001	RG-1	PUD-C	Y
30	926 - 928 Daly Street Columbia, SC 29205	13901-09-002	RG-1	PUD-C	Y

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School

August 20, 2003

Question 8 -- Explanation of proposed changes and reasons therefore.

Introduction

The proposal for Dreher High School is to construct a new state-of-the-art high school to house the strong academic programs, for which Dreher is known, into the 21st Century. This new high school is to be constructed directly west of the current building location. The building design will accept current education curricula and philosophies while providing the flexibility to graciously accept future and unknown programs. To provide for these important programs Richland County School District One has purchased additional property directly west of the current school property. As many of these additional properties are currently zoned RG-1 a zoning change is required.

To facilitate a cohesive community campus environment and to provide appropriate boundary conditions to adjacent neighborhoods a plan has been developed through an intensive community workshop process. This process invited and encouraged the involvement of all Dreher High School constituents, including school administrators, faculty members, neighborhood organizations and community members to solicit ideas, suggestions, comments and criticisms in an effort to sensitize the design team to the array of issues that the design solution must address. The resultant design, submitted with this application, is truly better for having gone through this process.

Submitted Drawings

Three site plans (scale 1"=50'-0") are submitted with this application.

1. The first site plan illustrates existing conditions and includes notations regarding trees that are to be saved and those that are to be removed.
2. The second site plan illustrates the landscape design for the project including notations of planting locations, arrangements and types. This plan also indicates "preserved", "retained" and "replaced" trees.
3. The third site plan illustrates the architectural or built items such as the building placement, parking lots, roadways, pedestrian paths, wall and fences, etc. It should be noted that this plan requires the vacation of Princeton Street south of Michigan Street.

Also included with this application are building elevations as seen from both Adger and Millwood Roads. These elevations generally describe the character and massing of the proposed building.

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 2 of 4

Relief From Zoning

We anticipate the need for relief in the following areas:

1. Parking Requirements
2. Buffer Requirements
3. Building Setbacks
4. Building Height
5. Loading Birth Requirements

It is our understanding that further clarification of the specifics of these issues will be enumerated during the zoning process however we provide below a more exhaustive analysis of issues surrounding the Landscape Ordinance.

Landscape Ordinances

1. Street Protective Yards
 - A. Millwood Ave at student parking lot
 Required width: 15' with brick/iron wall
 Provided width: 9' with brick/iron wall
 Required plantings:
 (w/out wall) 97 small shrubs (291 LF @ 3" on center for opaque screen);
 (with a wall) 32 small shrubs
 Proposed planting: 155 large groundcover (e.g. 24" ht. giant liriope) to provide screening as well as minimize maintenance problems
 - B. Daly Street at tennis courts
 Required width: 30'
 Provided width: 18-9" with a brick/iron wall
 Note: Ordinance allows reduction in width to 15' with a brick/iron wall specifically where the street yard is adjacent to a parking lot.
 Reduction should logically apply to the general condition as well but is not clearly stated as such.
 - C. Michigan Street
 Required width: 30'
 Provided width: 30'-3"
 Required plantings: 14 shade trees
 Proposed plantings: 12 ornamental trees (e.g. Crape Myrtle) and 2 shade trees at public ROW, to accommodate existing shade trees. Additional shrub/groundcover plantings, brick wall, and site amenities proposed as part of the Michigan Street park.
2. Buffer Transition Yards
 - A. At North Athletic Field
 Three segments (188 LF, 183 LF, 189 LF)

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 3 of 4

~~Minimum required width: 40', reduced to 30' with an 8' wood fence.
 Provided widths: min. 10', max. 54', median 13' with a 5' wood fence.
 Required plantings: 38 caliper inches (eg., (19) 2" caliper trees) and 152
 shrubs each segment (reduced to 76 shrubs each segment with an 8'
 wood fence)~~

~~Proposed: 38 caliper inches, no shrubs ((19) 2" caliper, 8' ht. evergreen
 screening trees each segment behind a 5' high wood fence)~~

~~Proposed species: Yaupon Holly, Cherry Laurel, American Holly~~

~~Intent is to maximize initial screening in limited space, and minimize
 future maintenance of shrub plantings. City staff may be willing to
 interpret this area as more of a renovation/upgrade than as standard
 new development.~~

B. At Daly Street residence south of tennis courts

Side Yard: Required width: 40', reduced to 30' with a 8' wood fence

Provided width: 59' with an 5' wood fence

Required plantings: 15 caliper inches, 45 shrubs, reduced to 23
 with an 8' wood fence

Proposed plantings: 34 caliper inches, no shrubs. ((14) 2", 8' ht.
 evergreen screening trees, (2) 3" shade trees, in addition to 11"
 existing cedar and 6" existing dogwood trees.)

Rear Yard: Required width: 40', reduced to 30' with an 8' wood fence

Provided width: 19' with a 5' wood fence

Required plantings: 20 caliper inches trees, 74 shrubs, reduced to
 37 shrubs with an 8' wood fence

Proposed planting: 20 caliper inches, no shrubs ((7) 2", 8' ht.
 evergreen screening trees, (2) 3" shade trees, along with
 existing trees.)

Intent is to maximize initial screening while avoiding maintenance of
 shrub plantings. Existing trees limit areas for new plantings.

C. At Daly Street commercial properties

Required width: 10' (no reduction for fencing)

Provided width: 10' with a 5' wood fence

Required plantings (at rear): 22 caliper inches and 18 shrubs

Provided plantings (at rear): 36 caliper inches, no shrubs (30 caliper
 inches (15) 2", 8' ht. evergreen screening trees, (2) 3" shade trees,
 along with existing trees.)

Required plantings (at side): 21 caliper inches and 18 shrubs

Provided plantings (at rear): 23 caliper inches, no shrubs (10) 2", 8' ht.
 evergreen screening trees, (1) 3" shade trees, along with existing
 trees.)

City of Columbia
Zoning Amendment Application
Richland County School District One
Dreher High School
Page 4 of 4

3. **Parking Lots:**

The majority of requirements for parking lots have been met. The student parking lot contains an open area for band practice; where planting islands have been eliminated from the required spacing. The area of student lot (2.1 acres ~~including interior islands~~) is just over the threshold for required 5' interior medians, but ~~islands were planned as much as possible around existing trees to be retained.~~
~~One island at the NW corner of the faulty lot is less than the required 200 SF.~~

Parking Lot Lighting

During the community workshop process concern was expressed regarding the type of lighting in the parking lots. In that regard, we will specify full cutoff fixtures using pole-mounted fixtures at approximately 22' above final grade for the parking and roadway areas. Most of the poles will have two 400-watt metal halide fixtures per pole. During expected hours of use those fixtures shall be designed for and average maintained illumination of 1.0 footcandle at grade level. We will specify lighting controls to turn off one fixture on each pole at approximately 1 AM using a timeclock. The pole locations shall be selected to provide uniform lighting levels throughout the design spaces.

The Boudreaux Group

October 27, 2003

Mr. Marc S. Mylott, AICP
P.O. Box 147
Columbia, SC 29217

RE: R-564-02 RCSDO - Dreher High School

Dear Marc:

We are pleased to submit the following documents referencing the rezoning of Dreher High School. This packet represents the culmination of an extensive public input process that has resulted in an innovative solution for Dreher and a sensitive response to the neighbors surrounding this campus.

The following documents are included:

1. Copy of the Original Application (August 20, 2003)
2. Revisions to the Original Application dated September 22, 2003
(Including Revised Tax Map Numbers and Condemnation Proceedings letter)
3. Amended Site Plan (as reviewed by Planning Commission)
4. Site Plan dated October 27, 2003 (including Planning Commission Recommendations and District Preferred Solutions)
5. Building Elevations (no change from Planning Commission)
6. Michigan Street Park - Detailed Preliminary Plan (no change from Planning Commission)
7. Tree Preservation and Removal Plan (no change from Planning Commission)
8. Preliminary Landscape Plan (revised October 27, 2003 to reflect Planning Commission recommendation for buffer yards)
9. Brick Wall Studies:
Page 9A District Original Solution and Neighborhood Solution
Page 9B Planning Commission Recommendation and District Preferred Solution
10. Parking Analysis (no change from Planning Commission)

As part of this document, Richland School District One submits the following amendments to the Planning Commission's recommendations for consideration:

1. Exterior Lighting: The District agrees with the recommendation that the parking lot lights go to half power at 10:30pm *when there are no evening activities at the school*; however, on those occasions when the

The Boudreaux Group, Inc.
1406 Park Street (4th fl)
P.O. Box 5846
Columbia, SC 29205
803.798.0217
803.771.6441
bgroup@earthlink.net

ALA

Memo
 RE: R-564-02
 October 27, 2003
 Page Two

exterior lighting is needed beyond this time frame (which may be the case for some athletic events or an occasional performance in the theater), the District wishes to maintain the full lights until after visitors have left the campus to ensure their safety.

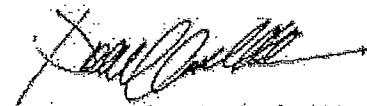
2. Adger Road Wall (see attached Site Plans and Brick Wall Studies for illustrations): After much discussion with the community, many revisions and counter proposals have been discussed for the wall along Adger Road. The District and Design Team remain concerned about the height and composition of the brick wall as proposed by the Planning Commission, and recommend a third solution: a 5' tall brick wall (in lieu of 6'), with the bottom 3' being solid and the top 2' being brick lattice (in lieu of 5' and 1' respectively).

This Application Packet includes by reference only the following documents:

- Point-by-Point Lighting Model Drawings
- Light Fixture cut sheets
- Letters of clarification from the Lighting Engineer
- Site Section Drawing

We remain very excited about this project and its positive impact on our community, and thank you and your staff for the guidance we have received through this process. Please let us know if you require any additional information. We look forward to the opportunity to present on November 12th.

Sincerely,



P. Douglas Quackenbush, AIA
 Principal-In-Charge

PDQ:cm

Attachments
 cc: Baldwin, Perkins, Turckes, file.210

Item No. 1

Application# _____

Fee _____

**CITY OF COLUMBIA
ZONING AMENDMENT APPLICATION**

To The Honorable Mayor and City Council:

The undersigned hereby respectfully requests that the City of Columbia Zoning Ordinance be amended as described below:

1. This is a request for a change in the: (Check one)
 (☒) Zoning Map (fill in items #2, 3, 4, 5 and 8 only)
 () Zoning Text (fill in items #6 and 8 only)
 () Zoning Schedule of District Regulations (fill in items #7 and 8 only)
2. Give either exact address, or tax map reference for property for which you propose a zoning change: Dreher High School and adjoining properties - See attachment for questions two through five.

3. How is this property presently designated and zoned?
See Attachment

4. What new designation and zoning do you propose for this property?
See Attachment

REZONING PROPOSAL MUST BE IN ACCORDANCE WITH SECTION 9-8

5. Does the applicant own any of the property proposed for this zoning change?
 (☒) Yes () No - If YES, give address of the property involved which he owns.
See Attachment

6. If this involves a change in the Zoning Text, what section or sections will be affected?
SHOW PROPOSED CHANGED AND THE REASONS THEREFORE UNDER Item #5

7. If this involved a change in the Schedule of District Regulations, what Section (s)
District (s)
SHOW PROPOSED CHANGE AND THE REASONS THEREFORE UNDER Item #5

8. Explanation: See Attachment

IF MORE SPACE IS NEEDED, USE A BLANK SHEET OF PAPER

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant:

[Signature]
 Signature

8-20-03
 Date

201 PARK STREET, Col, SC 29201
 Address

803 263-5743
 Phone

* Original tax map numbers revised on September 22, 2003 with the Second Amendment. The original tax map numbers are on file with The City.

Item No. 1

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School

August 20, 2003

Question 8 – Explanation of proposed changes and reasons therefore.

Introduction

The proposal for Dreher High School is to construct a new state-of-the-art high school to house the strong academic programs, for which Dreher is known, into the 21st Century. This new high school is to be constructed directly west of the current building location. The building design will accept current education curricula and philosophies while providing the flexibility to graciously accept future and unknown programs. To provide for these important programs Richland County School District One has purchased additional property directly west of the current school property. As many of these additional properties are currently zoned RG-1 a zoning change is required.

To facilitate a cohesive community campus environment and to provide appropriate boundary conditions to adjacent neighborhoods a plan has been developed through an intensive community workshop process. This process invited and encouraged the involvement of all Dreher High School constituents, including school administrators, faculty members, neighborhood organizations and community members to solicit ideas, suggestions, comments and criticisms in an effort to sensitize the design team to the array of issues that the design solution must address. The resultant design, submitted with this application, is truly better for having gone through this process.

Submitted Drawings

Three site plans (scale 1"=50'-0") are submitted with this application.

1. The first site plan illustrates existing conditions and includes notations regarding trees that are to be saved and those that are to be removed.
2. The second site plan illustrates the landscape design for the project including notations of planting locations, arrangements and types. This plan also indicates "preserved", "retained" and "replaced" trees.
3. The third site plan illustrates the architectural or built items such as the building placement, parking lots, roadways, pedestrian paths, wall and fences, etc. It should be noted that this plan requires the vacation of Princeton Street south of Michigan Street.

Also included with this application are building elevations as seen from both Adger and Millwood Roads. These elevations generally describe the character and massing of the proposed building.

Item No. 1

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 2 of 4

Relief From Zoning

We anticipate the need for relief in the following areas:

1. Parking Requirements
2. Buffer Requirements
3. Building Setbacks
4. Building Height
5. Loading Birth Requirements

It is our understanding that further clarification of the specifics of these issues will be enumerated during the zoning process however we provide below a more exhaustive analysis of issues surrounding the Landscape Ordinance.

Landscape Ordinance

1. Street Protective Yards

- A. Millwood Ave at student parking lot
 Required width: 15' with brick/iron wall
 Provided width: 9' with brick/iron wall
 Required plantings:
 (w/out wall) 97 small shrubs (291 LF @ 3' on center for opaque screen);
 (with a wall) 32 small shrubs
 Proposed planting: 155 large groundcover (e.g. 24" ht. giant liriopse) to provide screening as well as minimize maintenance problems
- B. Daly Street at tennis courts
 Required width: 30'
 Provided width: 18-9" with a brick/iron wall
 Note: Ordinance allows reduction in width to 15' with a brick/iron wall specifically where the street yard is adjacent to a parking lot.
 Reduction should logically apply to the general condition as well but is not clearly stated as such.
- C. Michigan Street
 Required width: 30'
 Provided width: 30'-3"
 Required plantings: 14 shade trees
 Proposed plantings: 12 ornamental trees (e.g. Crape Myrtle) and 2 shade trees at public ROW, to accomodate existing shade trees. Additional shrub/groundcover plantings, brick wall, and site amenities proposed as part of the Michigan Street park.

2. Buffer Transition Yards

- A. At North Athletic Field
 Three segments (188 LF, 183 LF, 189 LF)

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 3 of 4

Item No. 1

Minimum required width: 40', reduced to 30' with an 8' wood fence
 Provided widths: min. 10', max. 54', median 13' with a 5' wood fence.
 Required planting: 38 caliper inches (eg., (19) 2" caliper trees) and 152 shrubs each segment (reduced to 76 shrubs each segment with an 8' wood fence)

Proposed: 38 caliper inches, no shrubs ((19) 2" caliper, 8' ht. evergreen screening trees each segment behind a 5' high wood fence)

Proposed species: Yaupon Holly, Cherry Laurel, American Holly

Intent is to maximize initial screening in limited space, and minimize future maintenance of shrub plantings. City staff may be willing to interpret this area as more of a renovation/upgrade than as standard new development.

B. At Daly Street residence south of tennis courts

Side Yard: Required width: 40', reduced to 30' with a 8' wood fence

Provided width: 59' with an 5' wood fence

Required plantings: 15 caliper inches, 45 shrubs, reduced to 23 with an 8' wood fence

Proposed plantings: 34 caliper inches, no shrubs ((14) 2", 8' ht. evergreen screening trees, (2) 3" shade trees, in addition to 11" existing cedar and 6" existing dogwood trees.)

Rear Yard: Required width: 40', reduced to 30' with an 8' wood fence

Provided width: 19' with a 5' wood fence

Required plantings: 20 caliper inches trees, 74 shrubs, reduced to 37 shrubs with an 8' wood fence

Proposed planting: 20 caliper inches, no shrubs ((17) 2", 8' ht. evergreen screening trees, (2) 3" shade trees, along with existing trees.)

Intent is to maximize initial screening while avoiding maintenance of shrub plantings. Existing trees limit areas for new plantings.

C. At Daly Street commercial properties

Required width: 10' (no reduction for fencing)

Provided width: 10' with a 5' wood fence

Required plantings (at rear): 22 caliper inches and 18 shrubs

Provided plantings (at rear): 36 caliper inches, no shrubs (30 caliper inches (15) 2", 8' ht. evergreen screening trees, (2) 3" shade trees, along with existing trees.)

Required plantings (at side): 21 caliper inches and 18 shrubs

Provided plantings (at rear): 23 caliper inches, no shrubs (10) 2", 8' ht. evergreen screening trees, (1) 3" shade trees, along with existing trees.)

City of Columbia
Zoning Amendment Application
Richland County School District One
Dreher High School
Page 4 of 4

Item No. 1

3. Parking Lots:

The majority of requirements for parking lots have been met. The student parking lot contains an open area for band practice, where planting islands have been eliminated from the required spacing. The area of student lot (2.1 acres including interior islands) is just over the threshold for required 5' interior medians, but islands were planned as much as possible around existing trees to be retained. One island at the NW corner of the faculty lot is less than the required 200 SF.

Parking Lot Lighting:

During the community workshop process concern was expressed regarding the type of lighting in the parking lots. In that regard, we will specify full cutoff fixtures using pole-mounted fixtures at approximately 22' above final grade for the parking and roadway areas. Most of the poles will have two 400-watt metal halide fixtures per pole. During expected hours of use those fixtures shall be designed for and average maintained illumination of 1.0 footcandle at grade level. We will specify lighting controls to turn off one fixture on each pole at approximately 1 AM using a timeclock. The pole locations shall be selected to provide uniform lighting levels throughout the design spaces.

Item No. 2

Revisions to the City of Columbia Zoning Amendment Application for
Dreher High School

22 September 2003
(for October 6, 2003 Planning Commission Meeting)

The Application shall be revised as follows:

1. Incorporate revisions to the Preliminary Landscape Plan per attachment September 2, 2003.
2. Incorporate revisions to the Michigan Street Park Preliminary Plan per attachment (new drawing dated September 22, 2003).
3. Incorporate Revised Tax Map numbers per attached spreadsheet.
4. Incorporate attached letter noting properties where the District has commenced condemnation proceedings.
5. Revised Site Plan (see attached):
 - Adger Road pedestrian gate has been removed.
 - Softball field has been reoriented per latest neighborhood feedback.
 - Jogging track has been rerouted around tennis courts.
 - Wood Fence at north end of property changed from 5' to 8'.
 - School Marquee Sign location has been adjusted to be more internal.
6. Lighting design clarification:
 - Pole-Mounted Lighting:

Please find attached point-by-point models for the Dreher High School project, as well as cut sheets illustrating the fixture. The model includes twelve poles (2 fixtures per pole) with 400 watt full cutoff fixtures at a 22' mounting height. The design was based on a 0.5 FC minimum.

The security lighting plan allows the lighting system to provide uniform illumination (it could be at a 50% level) to areas where staff and students would be expected to travel to and from the school. The design of the lighting and lighting control system for this school is in compliance with the recommendations of the Illumination Engineering Society. The design and control of the lighting provides illumination for people to safely use the school without disturbing light trespass on the neighboring properties.

Controls will be programmed to reduce the lighting levels to 50% on weekends and during time periods when the school was not in full use, such as summer

Item No. 2

breaks and holiday periods. For a given area a uniform pattern shall be remain but the overall level will be reduced.

- **Building Mounted Lighting:**

The building mounted fixtures will provide illumination at each exit from the building (see attached cut sheets). These fixtures will be mounted approximately 8' above finished grade. They will be fluorescent full cutoff models directing light downward.

- **Site Section:** a site section and elevation drawing is included to demonstrate the scale of the poles relative to the building and there distance from the street.

7. **Adger Road Brick Wall elevations:** The proposed 5' brick and wrought iron wall is illustrated, along with an 8' brick wall as requested by some of the residents (see attached).

8. **Clarifications on other issues:**

- **Signage:** All signage will meet the requirements of the Zoning Ordinance. A small marquee sign, similar in size to the existing Dreher marquee, is shown on the site plan.
- **Water "runoff" reservoir:** All storm water retention will be accommodated via underground piping. No above ground detention pond is anticipated.
- **Trash dumpsters:** Dumpsters will be located inside the building in a rated, ventilated enclosure. This enclosure, along with the loading dock, will be accessed from the outside through a large brick opening. The loading area will be screened with landscaping on both sides. Trucks will pull partially in to the building when backing up to the loading dock.
- ~~Possible use of undeveloped green spaces: Areas undesignated in the site plan shall remain as grassed areas. Physical changes to these areas such as paving for parking or additional sport surfacing, is not anticipated and would require Planning Commission approval via a revision to the PUD.~~
- **Landscape Maintenance:** All landscaping shall be on an irrigation system to promote the health of the plantings. In addition, our landscape specifications will require replacement of any unhealthy plantings up to a year after installation. Low maintenance trees and groundcover will be featured in the design.
- **Parking clarification:** Excerpt from a letter to the community dated July 1, 2003 (see attached):
 - * In several community meetings, individuals have questioned the programmed number of parking spaces (550) and asked that this number be reduced.
 - * Parking numbers for High Schools are generally established based on the local zoning codes; in the case of Dreher, the formula in the City of Columbia's zoning ordinance is 2 for every classroom, 2 for every office, and 1 for every 5 seats in the main assembly area. The total required for the new Dreher, based on these requirements, is 656.

Item No. 2

- Beyond the zoning ordinance, a general "rule of thumb" based on other high schools around the country suggests a ratio of 1 parking space for every 2 to 3 students served. Using this rule of thumb, a 1300 student high school should have between 433 and 650 parking spaces. It should be noted, however, that the number of parking spaces varies greatly from school to school, depending on region, site, and demographics.
- Currently Dreher has approximately 180 spaces on the current campus. The students have access to a parking lot owned by Shandon Methodist church that has approximately 125 spaces. It has been noted repeatedly by the school administration that safety is a concern regarding the students crossing the busy intersection of Millwood, Devine, and Adger to get from the church parking lot to the main campus.
- There are currently 48 parking spaces designated along Adger Road that can be used by students and visitors. Neighbors in the Adger Road community have questioned whether or not these should remain.
- Based on the number of questions being raised about the parking count, the District has agreed to revisit the analysis used to determine the proposed number of 550 spaces. A new survey will be conducted by Dreher to get more data on the number of students who will be driving. Based on this outcome and the anticipated need for staff and visitors, the number may be adjusted with Board approval. (This approval was given later that month).

End of Revisions to Zoning Amendment

Item No. 2

TAX MAP NUMBER	PROPERTY ADDRESS
	701 ADGER ROAD
13804-03-09	3319 MILLWOOD AVE
	3313 MILLWOOD AVE
13804-03-08	3309 MILLWOOD AVE
13804-03-07	3303 MILLWOOD AVE
13804-02-07	3227 MILLWOOD AVE
13804-02-08	3209 MILLWOOD AVE
13804-02-09	3201 MILLWOOD AVE
13804-02-01	920 DALY STREET
	912 PRINCETON STREET
	918 PRINCETON STREET
13804-03-06	922 PRINCETON STREET
13804-03-01	
13804-03-05	926 PRINCETON STREET
13804-03-04	930 PRINCETON STREET
13804-02-03	931 PRINCETON STREET
	932 PRINCETON STREET
13804-03-03	934 PRINCETON STREET
13804-03-02	940 PRINCETON STREET
13804-03-01	944 PRINCETON STREET
13901-08-10	948 PRINCETON STREET
13901-08-11	954 PRINCETON STREET
	956 PRINCETON STREET
13804-08-12	3215 BLOSSOM STREET
13804-02-06	915 PRINCETON STREET
13804-02-05	921 PRINCETON STREET
13804-02-04	927 PRINCETON STREET
13804-02-03	931 PRINCETON STREET
	933 PRINCETON STREET
	935 PRINCETON STREET
	936 PRINCETON STREET
	937 PRINCETON STREET
13804-02-13	935-7 PRINCETON STREET
13804-02-02	939 PRINCETON STREET
13804-03-02	940 PRINCETON STREET
	941 PRINCETON STREET
13901-09-07	3234 MICHIGAN STREET

Item No. 2

13901-09-06	3228 MICHIGAN STREET
	3230 MICHIGAN STREET
13901-09-05	3222 MICHIGAN STREET
13901-09-04	3218 MICHIGAN STREET
13901-09-03	3214 MICHIGAN STREET
13901-09-02	926 DALY STREET
13901-09-01	3204 MICHIGAN STREET
13901-14-02	927 DALY STREET
	928 DALY STREET

Item No. 2



Ronald L. Epps, Ph.D.
Superintendent

Office of the Superintendent
Stevenson Administration Building

September 5, 2003

Mr. Marc Mylott
City Zoning Administrator
Post Office Box 147
Columbia, South Carolina 29217

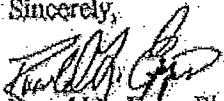
Dear Mr. Mylott:

This letter is to advise that Richland County School District One has commenced condemnation proceedings pursuant to state law to obtain title to the following properties:

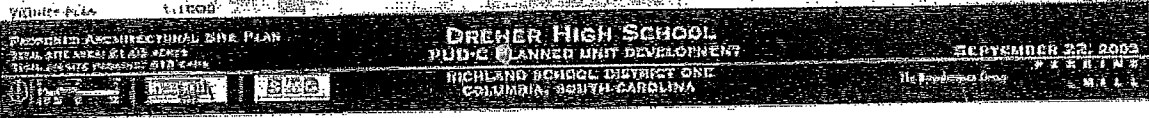
1. 939-941 Princeton Street
TMS #13804-03-09
2. 3201-03 Millwood Avenue
TMS #13804-02-09
3. 3209 Millwood Avenue
TMS #13804-02-08
4. 3227 Millwood Avenue
TMS #13804-02-07
5. 930-32 Princeton Street
TMS #13804-03-04

The law firm of Richardson, Plowden, Carpenter & Robinson, P.A. is representing the school district in the condemnation proceedings. If you have any additional questions or concerns, please feel free to contact Attorney Susan Williams at 231-7404.

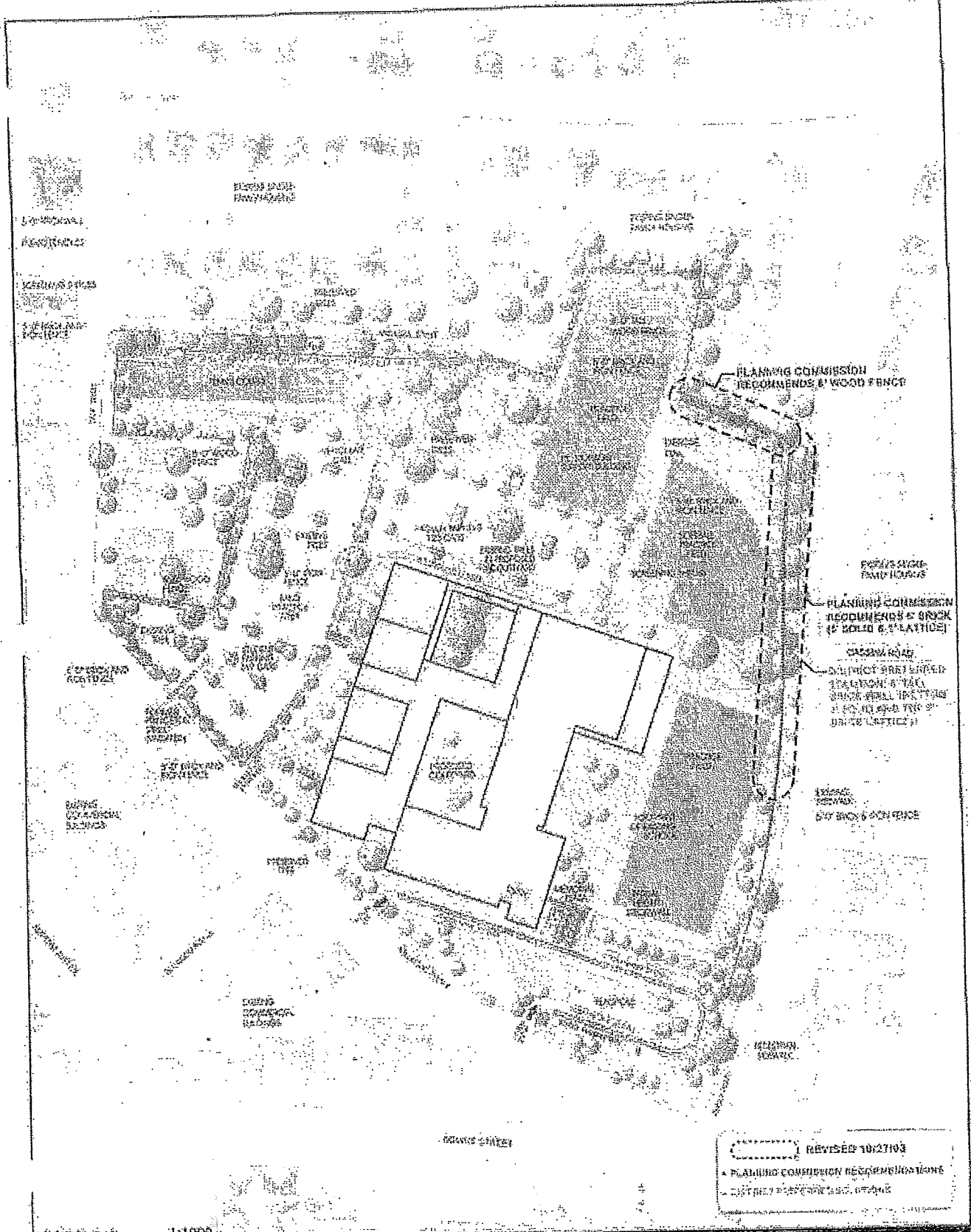
Sincerely,



Ronald L. Epps, Ph.D.
Superintendent



Item No. 4



PROPOSED ARCHITECTURAL SITE PLAN
 TOTAL SITE AREA: 21.00 ACRES
 TOTAL SITE PERIMETER: 413' 0"

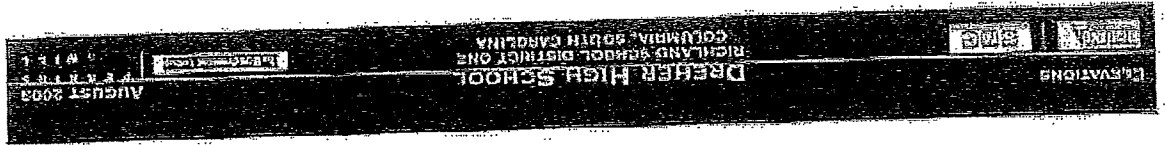
DREHER HIGH SCHOOL
PUD-C PLANNED UNIT DEVELOPMENT
 RICHLAND SCHOOL DISTRICT ONE
 COLUMBIA, SOUTH CAROLINA

REVISED OCTOBER 27, 2003

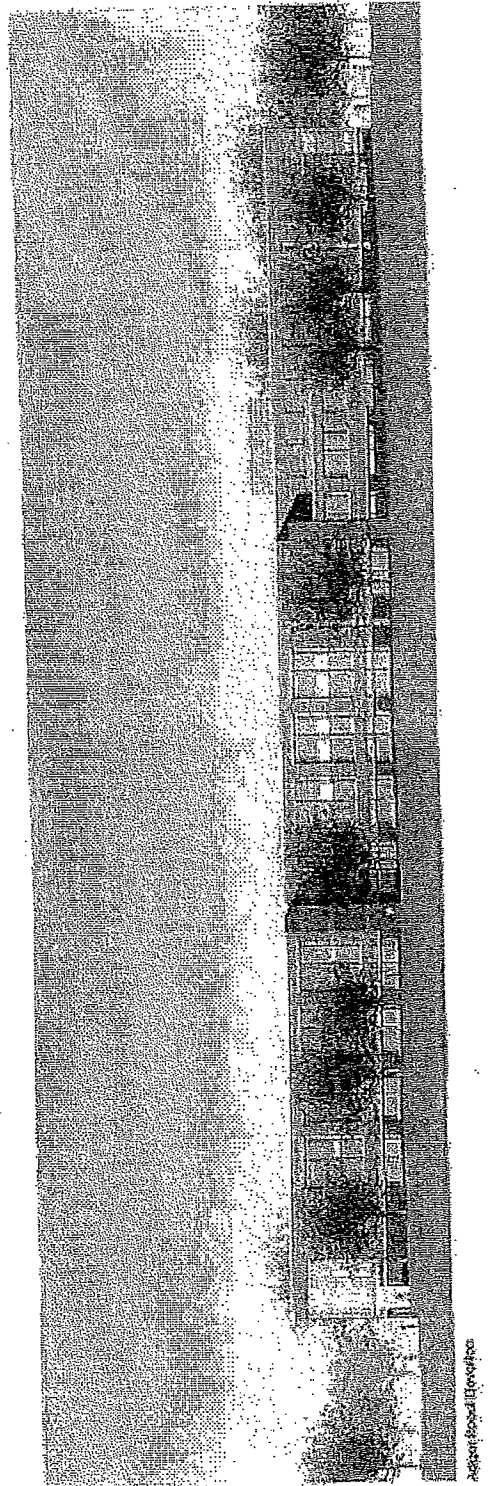
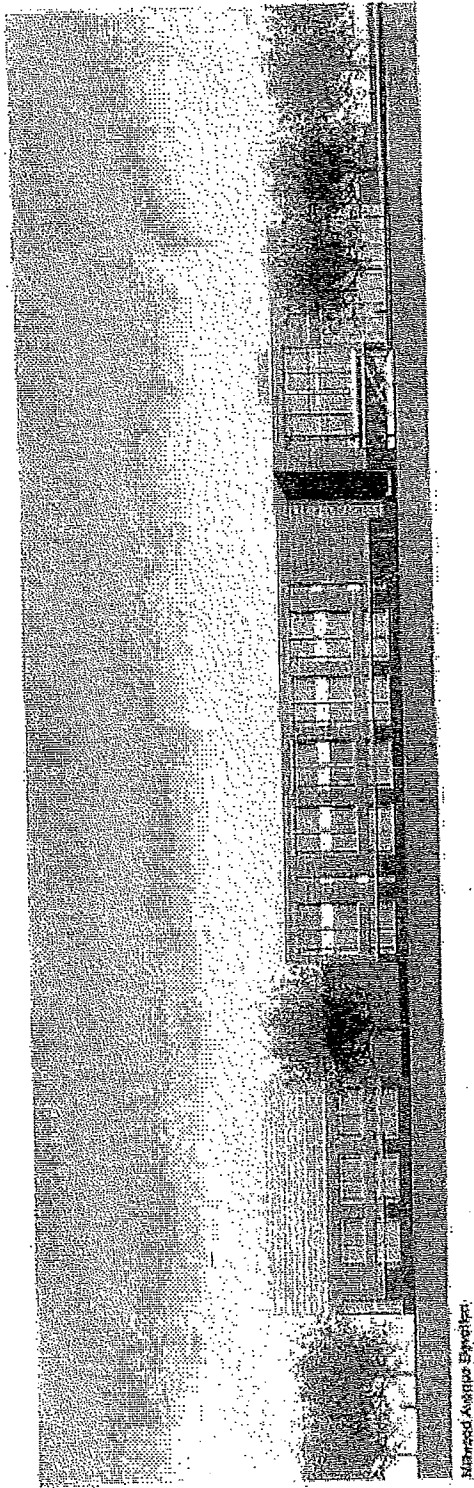
SCALE: 1" = 100'

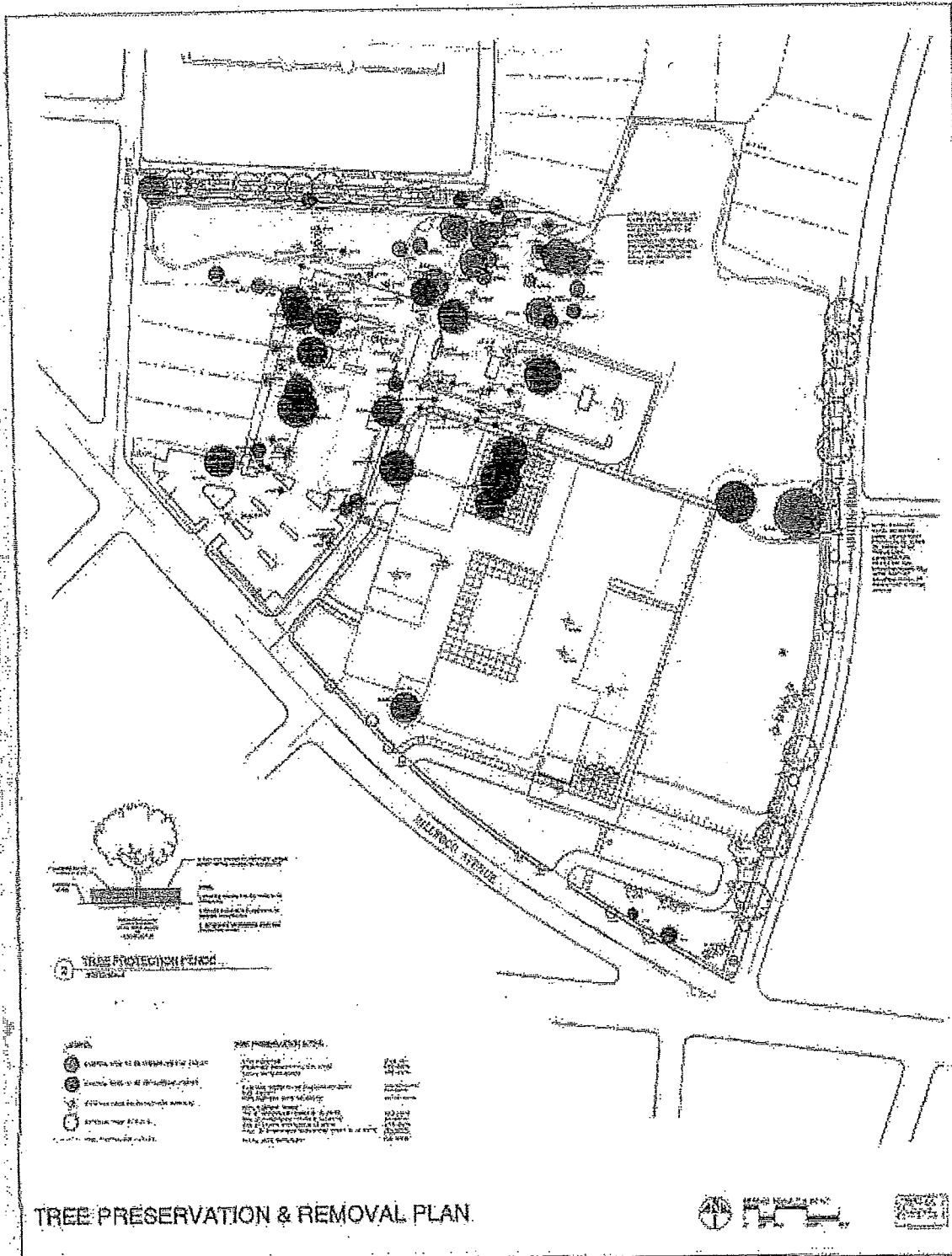
THE RICHMOND GROUP

PROJECT NO. 03-001



Item No. 5

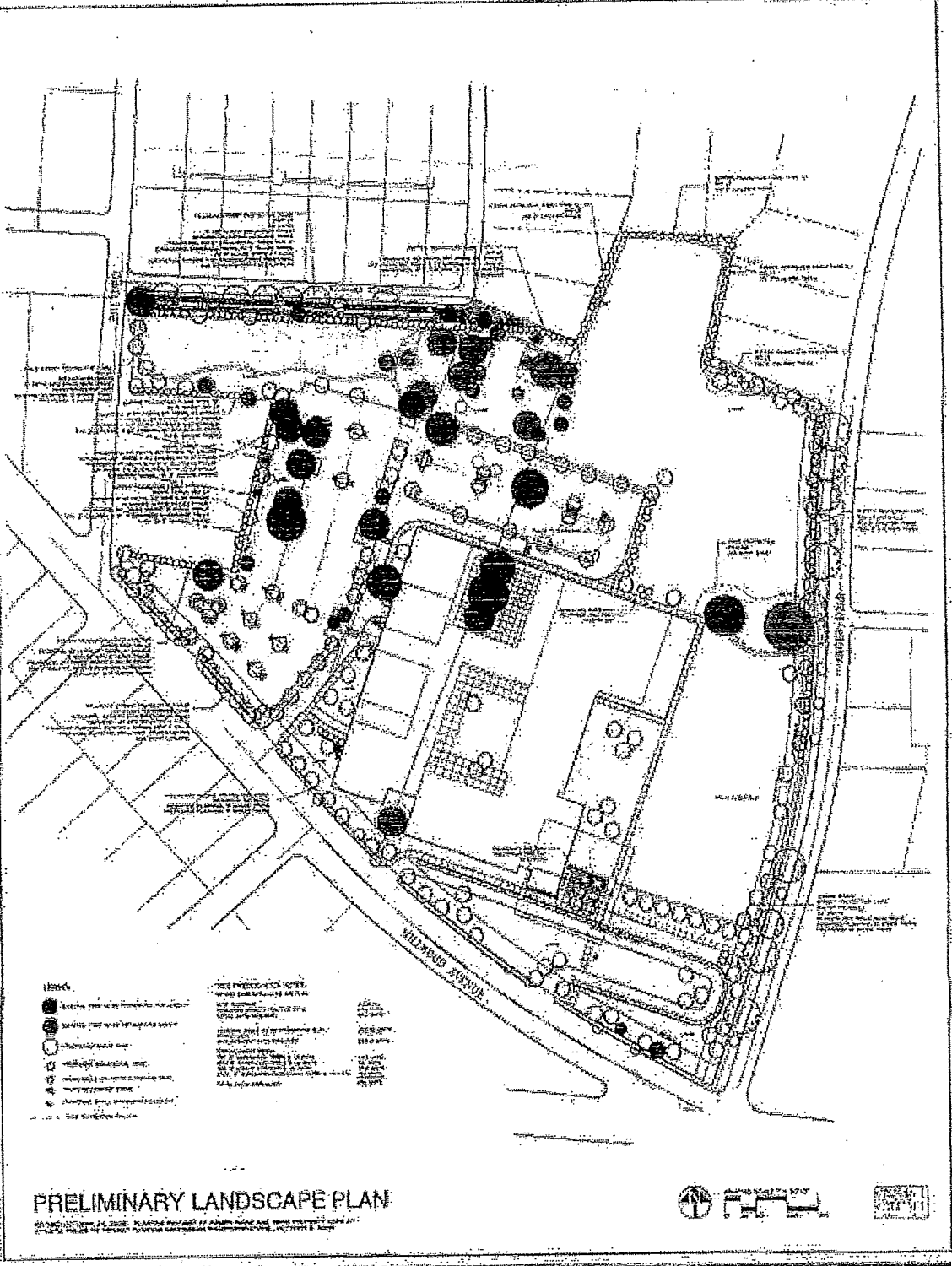


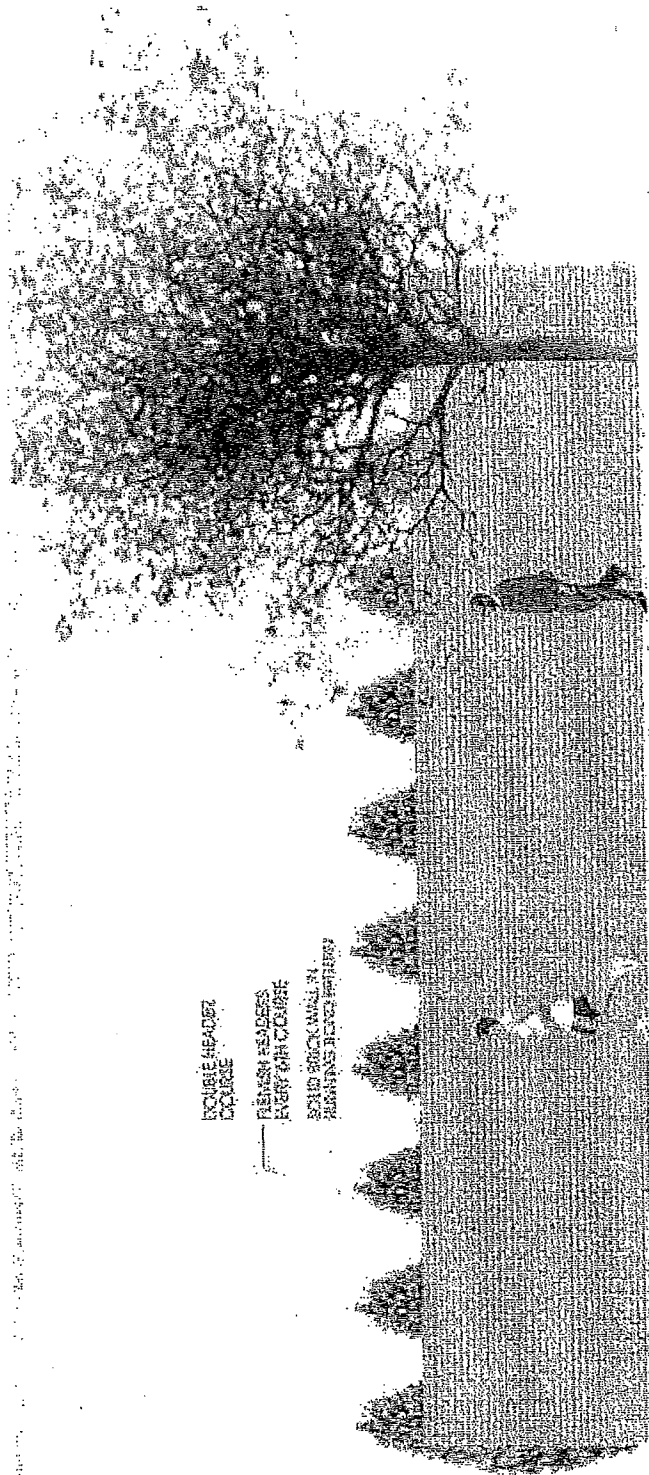


TREE PRESERVATION & REMOVAL PLAN

DREHER HIGH SCHOOL
RICHLAND SCHOOL DISTRICT ONE
COLUMBIA, SOUTH CAROLINA

AUGUST 2002
FERRIS
SWISS





DOUBLE HEADER
COURSE
FINISH RECESSES
EVERY OTHER COURSE
SOLID BRICK WALL IN
REMAINING BRICK PATTERN

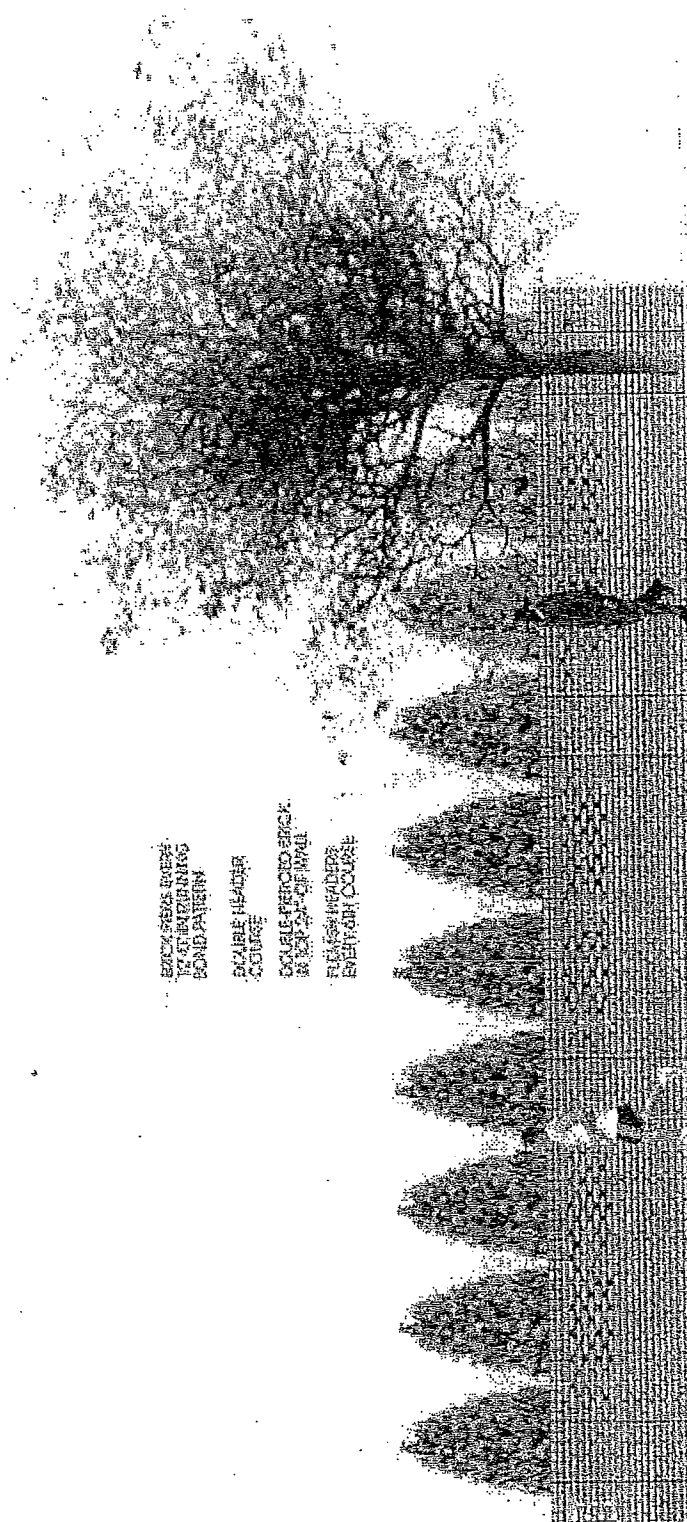
SOLID BRICK WALL WITH LANDSCAPING

BRICK WALL STUDIES MICHIGAN STREET PARK		DREHER HIGH SCHOOL PUD-C PLANNED UNIT DEVELOPMENT RICHLAND SCHOOL DISTRICT ONE COLUMBIA, SOUTH CAROLINA	SEPTEMBER 22, 2003 PERKINS The Southern Group & WALL
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Item No. 9A

Item No. 97

1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'
1" = 10'



BRICK SEERS RIVER
TO STAINING
BOND PATTERN
DOUBLE HEADER
COURSE
COLOR PERIOD BRICK
IN EX-OF WALL
FLUSH HEADERS
EVERY FOUR COURSE

SOLID BRICK UNIT IN
REVERSE BOND PATTERN

5.0 PIERCED BRICK WALL
WITH LANDSCAPING

BRICK WALL TYPES

DREHER HIGH SCHOOL
PUD-C PLANNED UNIT DEVELOPMENT

RICHLAND SCHOOL DISTRICT ONE
COLUMBIA, SOUTH CAROLINA

OCTOBER 28TH, 2003

PERKINS
The Eastman Group
C W I L L



Dreher Parking Count 3.26.03.xls

Item No. 10

Classrooms **76** **152 parking spaces**

34	General
10	Science
6	Foreign Language
1	CAD
1	Industrial Tech
4	Business
1	Lecture Hall
1	Journalism
6	Spec. Ed.*
2	Health
2	ROTC
1	Driver's Ed
7	Visual & Performing Arts

76 Total Classrooms

** does not include resource
rooms & other pull-out
spaces*

Offices **52** **104 parking spaces**

Teacher Workroom / Dept Workroom / Offices

5	General
1	Business Ed
1	CAD Office
1	Special Ed
1	In Central Admin area
1	In Library
2	PE Staff
2	ROTC
3	In Music area
1	In Art area
2	Dance / Drama

20 Total Teacher offices

Administration & Other Offices

1	Speech Specialist
1	Spec. Ed Itinerant
1	Secretary
1	Principal
3	Asst. Principal

Dreher Parking Count 3.26.03.xls

Item No. 10

3	Curriculum Related
1	Attendance
3	Administrative
1	Admin. Itinerant
4	Guidance Counselors
2	Guidance Itinerant
1	Parent/Volunteer
1	Clinic
2	Media Center Offices
4	Coaches
1	Athletic Director
1	Athletic Admin
1	Custodial
32	Total Admin offices

Main Assembly

Gym	2,000 seats	400 parking spaces
-----	-------------	--------------------

Parking Totals

656 parking spaces

Item No. 10

SMG / CDI SOUTHERN MANAGEMENT GROUP/CONSTRUCTION DYNAMICS, INC.

**RICHLAND COUNTY SCHOOL DISTRICT ONE
DREHER HIGH SCHOOL ISSUES
JULY 1, 2003**

The following are several issues that have been raised from time to time at community meetings. During the Bond Referendum and Community Meetings, we have addressed each; however, a more detailed response is contained within:

Issues with Dreher H.S. using Keenan H.S.

1. Keenan High School is much smaller than Dreher High School:
 - a) Capacity of Keenan is 875 students
 - b) Dreher enrollment is roughly 1250 students
 - c) This would require leasing of at least fifteen (15) portables for two years minimum.
 - d) Portable lease at $975.00/\text{mo} \times 15 \times 30 = \$438,750.00$
 - e) Portable cost does not include set-up, temporary utilities, sidewalks, covered walks, etc.
2. Potential construction inflation cost at 2 1/2 % per year:
 - a) Delay bidding Dreher two years minimum, \$1,632,000.00 inflation cost.
 - b) Delay bidding Keenan Conversion to W.G. Sanders two years minimum, \$603,104.00 inflation cost.
3. Busing cost: Students from the Bluff Estates and Authortown would be affected the most.
4. Relocation cost: Move in and out.
5. Potential for losing students to the private schools:
6. W.G. Sanders students would be delayed a minimum of two years in occupying their facility.
7. Voters were told at community meetings during the Bond Referendum that students would not be relocated.

Item No. 10

Renovation and Additions Versus all New Construction:

1. District Educational Program for new high schools requires approximately 330 different spaces. Existing Dreher High School has only 174 spaces. In addition to the additional spaces needed, the existing structure would require complete remodeling to accommodate this new Program. Current building, when renovated, would not allow a 100% utilization of existing square footage. Given the size of the new program (266,000 gross square feet) a sizeable addition would be required that would occupy more land than a new school would occupy, thereby, limiting open green space and overall site flexibility.
2. Existing building renovations would require total compliance with the new International Building Code. Retrofitting the building for seismic, life safety, and ADA compliance in conjunction with existing systems replacement (HVAC, electrical, plumbing, etc.) would cost about the same as new construction. The addition with renovation would result in a higher construction cost than all new construction, plus the design limitations noted above.
3. An independent Seismic Study would be required to determine feasibility and cost of bringing building up to code. (Remember, the seismic issues and cost overruns on the State House renovations.)
4. If renovations were economically feasible, performing work while the school is in operation would be difficult. Life Safety of students, teachers, and staff would be a critical issue. (Educational process would be negatively impacted.)
5. Phasing of the renovation would add cost over and beyond the original budget and would require three to four years to complete.
6. Dreher High School was designed and constructed at a time when the engine of our economy was based on industry. Dreher's departmental and cellular design reflects that economy. Educational models that are responsive to the new economies and the workforce Dreher students will encounter require a much more flexible and integrated approach to learning, and therefore, teaching. The current facility does not adequately address these critical issues.

Relocating students onsite while re-building on same footprint:

1. Would require a minimum of ninety (90) portables; $90 \times 975.00/\text{mo} \times 30 \text{ mo} = 2,632,500.00$.
2. Code separation of portables would make installation of ninety (90) portables very unlikely.
3. Programs such as Performing Arts and Visual Arts, Physical Education, etc. would suffer due to lack of facilities.

Item No. 10

4. Building up front and a portable city at the rear would make access to site difficult and parking nonexistent. Access to portables would be off Adger Road and Princeton Street in all likelihood.
5. Minimum area available for laydown areas for staging construction.

Ground level Parking versus Parking Deck

1. Safety of the students is a critical issue. Adequate security would require additional staffing.
2. Two-story parking deck at 12,000 per car for 550 cars is 6,600,000.00. Upscale parking deck at \$15,000 per car for 550 cars is 8,250,000.00. Site improvement for 550 cars on grade is \$523,122.00.
3. Security lighting at night would be more disruptive because of increase foot candles and higher elevation.
4. Location on site would be controversial with adjacent neighborhoods.
5. State Department of Education and the Office of School Facilities, knows of no school in South Carolina that uses parking decks.

Possibilities of Reducing On Site Parking

1. In several community meetings, individuals have questioned the programmed number of parking spaces (550) and asked that this number be reduced.
2. Parking numbers for High Schools are generally established based on the local zoning codes; in the case of Dreher, the formula in the City of Columbia's zoning ordinance is 2 for every classroom, 2 for every office, and 1 for every 5 seats in the main assembly area. The total required for the new Dreher, based on these requirements, is 656.
3. Beyond the zoning ordinance, a general "rule of thumb" based on other high schools around the country suggests a ratio of 1 parking space for every 2 to 3 students served. Using this rule of thumb, a 1300 student high school should have between 433 and 650 parking spaces. It should be noted, however, that the number of parking spaces varies greatly from school to school, depending on region, site, and demographics.
4. Currently Dreher has approximately 180 spaces on the current campus. The students have access to a parking lot owned by Shandon Methodist church that has approximately 125 spaces. It has been noted repeatedly by the school administration that safety is a concern regarding the students crossing the busy intersection of Millwood, Devine, and Adger to get from the church parking lot to the main campus.

Item No. 10

5. There are currently 48 parking spaces designated along Adger Road that can be used by students and visitors. Neighbors in the Adger Road community have questioned whether or not these should remain.
6. Based on the number of questions being raised about the parking count, the District has agreed to revisit the analysis used to determine the proposed number of 550 spaces. A new survey will be conducted by Dreher to get more data on the number of students who will be driving. Based on this outcome and the anticipated need for staff and visitors, the number may be adjusted with Board approval. It is also possible that the District will request the City provide some guarantee that the existing spaces along Adger would remain.

Potential to reduce Tennis Courts

1. Six tennis courts have been programmed to provide the flexibility to accommodate competition as well as P.E. tennis needs. These tennis courts would need to be lighted, although fixtures can be selected that minimize glare and light pollution.
2. The number of tennis courts could be reduced to 3 if competition tennis is accommodated off site. Competitions are currently held at the City of Columbia's facility for a fee.
3. The District has agreed to participate in negotiations with the City to hold tennis competitions at their facility in lieu of on-site. Waiving the fees will be a part of the negotiations. If successful, the Board may elect to reduce the required number of tennis courts to three. In addition, the P.E. tennis courts do not require lights.

Overlapping P.E. Practice Fields to Reduce Area Required

1. ~~In addition to the tennis courts, there are three P.E. fields identified: two football-sized fields and one softball field. These fields will be for P.E. and practice only - competition sports will be hosted on another site.~~
2. A suggestion was made to overlap these fields to reduce the amount of area devoted to instructional green space. This limits the amount of P.E. classes two to three classes per period that can be accommodated at the same time.
3. In addition to P.E. classes, ROTC meets every period except one and they use the fields a considerable number of days.
4. During the Fall, three football teams, cross country, band, and cheerleaders must all share the limited space.
5. During the Spring, there is a large track team and spring football practice that uses the fields.
6. The proposed P.E. practice fields are minimal and overlapping would only further restrict the utilization of the fields.



South Carolina
Department of Transportation

August 4, 2003

Richland County Traffic
Columbia

Mr. David Brewer
City of Columbia - Traffic Engineering
2910 Colonial Drive
Post Office Box 147
Columbia, South Carolina 29217

David
Dear Mr. Brewer:

Request for road removal: A portion of S-361
(Princeton Street) adjacent to Dreher High School

In reference to our July 24th meeting regarding Richland School District No. 1's request to have S-361 removed from the State Highway System, I am providing you with the road removal form to initiate the removal process. We have completed the road description section of the form. In order for the removal process to begin, the City of Columbia must be willing to accept maintenance responsibility of the road. Therefore, please have an official representing the City of Columbia sign the acceptance of maintenance responsibility section (shown highlighted on the attached forms) and forward the entire set of forms to our District Engineering Administrator for District One, Mr. James Cagney, 1400 Shop Road, Columbia, SC 29201. The removal process will need to be finalized before the closing of any portion of S-361.

If you should have any questions or need additional information, please feel free to contact our School Operations Staff at (803) 737-3378.

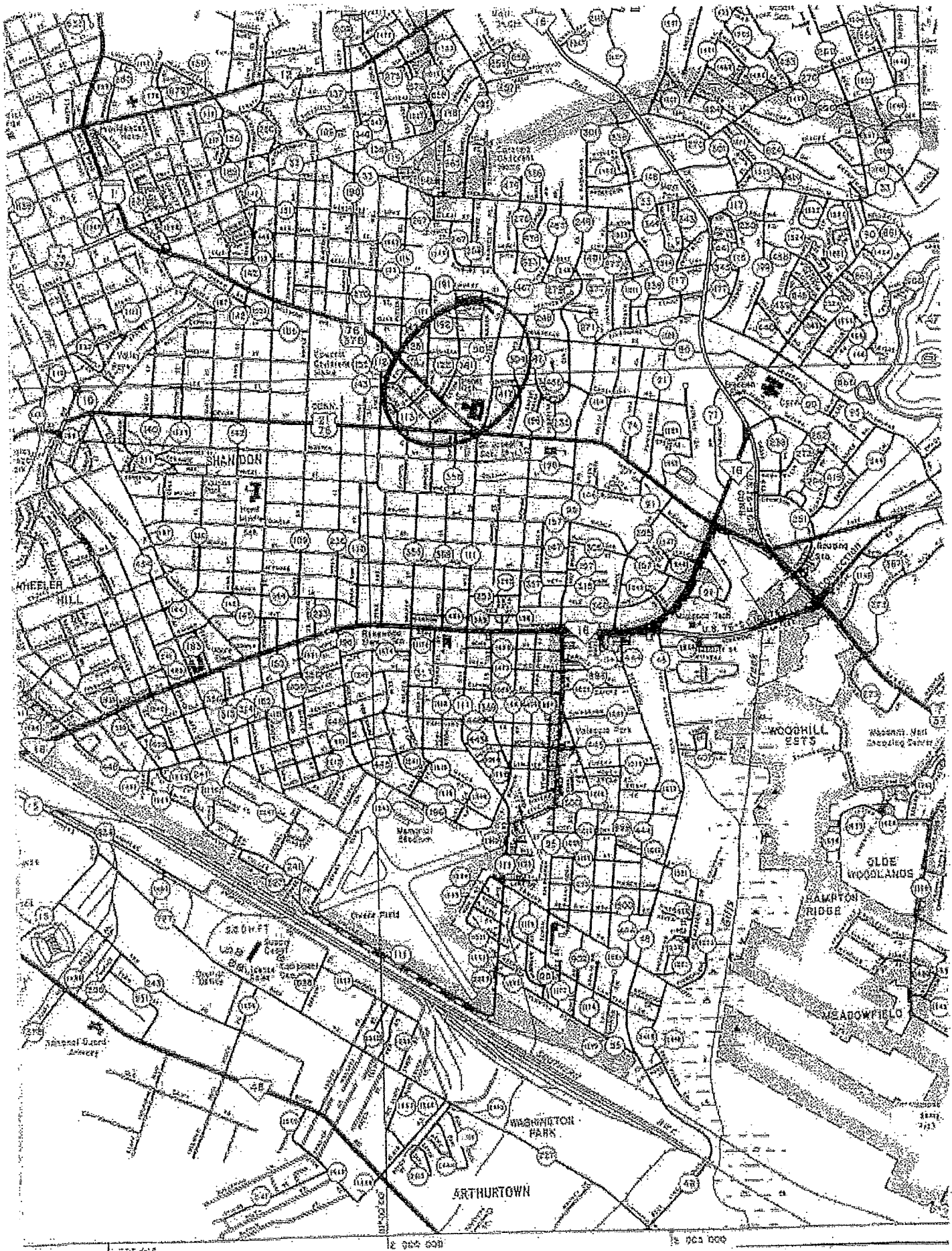
Sincerely,

D. Brett Harrelson
Traffic Safety Engineer

DBH/pjh

cc: Dr. Ronald L. Epps, Superintendent, Richland County School District No. 1
Mr. Alex James, Director, Office of School, Department of Education
Mr. Tom Baldwin, Southern Management Group
District Engineering Administrator - District No. 1
Director of Traffic Engineering
Mr. Dave Bowers, Road Data - Traffic Engineering

File: 7175
TE/MTS



**REQUEST FOR REMOVAL OF ROAD
FROM STATE HIGHWAY SYSTEM**
(REVISED 3-22-2000)

DESCRIPTION OF SECTION OF ROAD TO BE REMOVED

COUNTY: RICHLAND ROAD NUMBER: S-361 ROAD NAME: PRINCETON ST

LENGTH TO BE REMOVED: 0.20 MILES

BEGINNING POINT: US 76/378 (MILLWOOD AVE) ENDING POINT: S-90 (DEVEREAUX)

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

SEE ATTACHED MAP

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY BY OTHER ENTITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF _____

(INSERT COUNTY/CITY/SCHOOL DISTRICT NAME)

COUNTY/CITY/SCHOOL DISTRICT OFFICIAL

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:
THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

MR. ROCQUE L. KNEECE
SCDOT PROGRAM DEVELOPMENT ENGINEER
955 PARK STREET - ROOM 427, P.O. BOX 191
COLUMBIA, S. C. 29202

BASIS FOR REMOVAL **[TO BE COMPLETED BY SCDOT]**

CHECK ONE OF THE (3) THREE OPTIONS BELOW AND COMPLETE:

1. ☐ ABANDONMENT OF SECTION OF RELOCATED HIGHWAY

2. ☐ DELETION AND REMOVAL OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ROADS TO BE ADDED IN SWAP OF MILES:

ROAD(S) NUMBER	ROAD MILEAGE	AVERAGE DAILY TRAFFIC (ADD)	NUMBER OF LANES	TRAFFIC IMPORTANCE
_____	_____	x _____	/ _____	= _____
_____	_____	x _____	/ _____	= _____

ROADS TO BE DELETED IN SWAP OF MILES:

ROAD(S) NUMBER	ROAD MILEAGE	AVERAGE DAILY TRAFFIC (ADD)	NUMBER OF LANES	TRAFFIC IMPORTANCE
_____	_____	x _____	/ _____	= _____
_____	_____	x _____	/ _____	= _____

NOTE: ROADS TO BE ADDED MUST BE OF HIGHER TRAFFIC IMPORTANCE THAN ROADS TO BE DELETED AS DETERMINED BY THE CALCULATIONS ABOVE.

(ACCEPTANCE OF MAINTENANCE RESPONSIBILITY (ON PAGE 1) MUST BE COMPLETED OR LETTER ATTACHED.)

3. ☒ ABANDONMENT OF RIGHT-OF-WAY - (REMOVAL OF ROADS FROM STATE HWY. SYSTEM ONLY)

DETERMINATION OF RIGHT-OF-WAY NEED (CHECK APPROPRIATE BOX (ES) BELOW)

YES NO

☐	☐	PROPERTY IS REQUIRED FOR SCDOT RIGHT-OF-WAY.
☐	☐	PROPERTY IS REQUIRED FOR DEPARTMENT PURPOSES.
☐	☐	ABANDONMENT IS IN THE INTEREST OF THE PUBLIC AND SCDOT.
☐	☐	ABANDONMENT ADVERSELY AFFECTS THE INDIVIDUAL RIGHTS OF OTHERS.

(ACCEPTANCE OF MAINTENANCE RESPONSIBILITY (ON PAGE 1) MUST BE COMPLETED OR LETTER ATTACHED.)

REQUEST SUBMITTED BY: _____ DATE: _____

CONCURRENCE BY: _____ DATE: _____

FOR PRIMARY ROUTES ONLY:

APPROVAL BY: _____ DATE: _____
DIRECTOR OF TRAFFIC ENGINEERING

DREHER HIGH SCHOOL FACILITIES MEDIATION

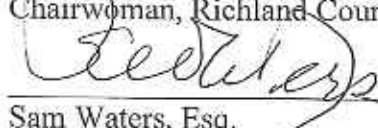
- I. Modify proposed site plan of 13 November 2017.
 - A. Relocate five tennis courts to southern area of existing band practice fields.
 - B. Shift multipurpose practice field toward high school building and Daly Street to create larger buffer zone between school property and neighborhood property lines to the north and east and west.
 - C. Relocate bus turn around to area adjacent to current tennis courts subject to approval of permitting agencies.
 - D. Reconfigure existing street parking and remove certain islands within existing parking area subject to approval of permitting agencies.
 - E. Convert a small portion of the site at Daly and Michigan Streets corner into RS-2 zoned area.
 - F. Create arboretum in green space northeast of proposed multi-purpose field.
- II. Convert existing PUD to mixed use PUD.
- III. Amend mixed use PUD to provide for modifications in I above.
- IV. PUD to provide mechanism for all stakeholders to engage in discussions prior to filing petition to modify PUD in the future.
- V. Prior to developing RS-2 area, all stakeholders will engage in discussion concerning development and use of re-zoned property prior to any application.
- VI. Lights in area of MPF and tennis courts will be extinguished by 9:00 PM; however, lights will be partially extinguished after field is cleared at the end of competitions, consistent with needs of safety and maintaining order.
- VII. MPF lights limited to 4 poles approximately 70' in height with LED with 100% cut off per MPF specifications; tennis court lights limited to 8 poles approximately 30' in height with LED with 100% cut off per MPF specifications.
- VIII. Currently planned mixed use PUD to provide for no more than 1 MPF and 5 tennis courts.
- IX. Increase number of trees and other foliage to block line of sight and sound especially on north side and install irrigation consistent with current PUD and new needs created by new PUD.



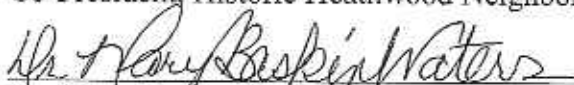
- X. Define arboretum with assistance of architectural designer.
- XI. MPF not used for varsity football competitions.
- XII. District will limit bleacher height to 6 feet on visitor side or as close to this height as compliant with manufacturer's recommendations and specifications.
- XIII. MPF will not have sound on scoreboard, P.A. system or battery megaphone.
- XIV. No pep bands.
- XV. Subject to approval of Richland County School District 1 Board of Commissioners.



Cheryl Harris
Chairwoman, Richland County School District 1



Sam Waters, Esq.
Co-President, Historic Heathwood Neighborhood Association



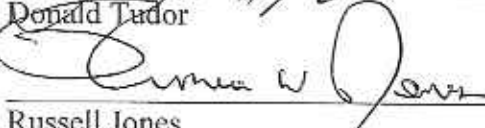
Dr. Mary Baskin Waters
Co-President, Historic Heathwood Neighborhood Association



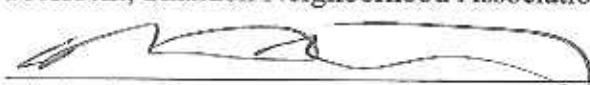
Fred Easley
President, Melrose Neighborhood Association



Donald Tudor



Russell Jones
President, Shandon Neighborhood Association



Michael Burkett, Esq.
Dreher Athletic Booster Club



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: National Wear Your Pearls Day Proclamation - The Honorable Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** national wear your pearls day proc (PDF)



City of Columbia
A Proclamation of National Wear Your Pearls Day

WHEREAS, Columbia and the nation have resolved to proclaim December 15, 2018 to be National Wear Your Pearls Day; and

WHEREAS, National Wear Your Pearls Day was created so that, “when life throws dirt your way, put on your pearls as a reminder that you have value regardless of your current circumstances;” and

WHEREAS, it is fitting and proper to recognize this day officially to encourage advocacy and compassion in the community and its citizens; and

WHEREAS, it is appropriate to help and honor those individuals and families who are impacted by depression and anxiety in order to build a stronger community and benefit those in it; and

WHEREAS, 12.63% of youth (age 12-17) report suffering from at least one major depressive episode (MDE) in the past year.; and

WHEREAS, approximately 1 in 5 adults in the U.S.—43.8 million, or 18.5%—experiences mental illness in a given year; and

WHEREAS, approximately 1 in 25 adults in the U.S.—9.8 million, or 4.0%—experiences a serious mental illness in a given year that substantially interferes with or limits one or more major life activities; and

WHEREAS, the City of Columbia recognizes the importance of bringing attention to matters pertaining to mental health and raising awareness for the resources available to residents.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim December 15, 2018 to be

National Wear Your Pearls Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: Amending Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-108 amend 2018-094 multi county park structured public parking (extend 15 yr) (PDF)

HISTORY:

11/20/18

Columbia City Council

DEFERRED

RESOLUTION NO.: R-2018-108

Amending Resolution No.: R-2018-094 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

WHEREAS, Resolution No.: R-2018-094 enacted on September 18, 2018, a copy of which is attached hereto and incorporated herein by reference, adopted a policy and criteria to consider the inclusion of real property in a Multi-County Industrial Park to apply Richland County's Special Source Revenue Credit incentive to real property within the corporate limits of the City of Columbia developed with the inclusion of structured public parking within project; and,

WHEREAS, Columbia City Council desires to amend Resolution No.: R-2018-094 and change the Credit Agreement paragraph to read as follows:

WHEREAS, the term of the Credit Agreement is intended to be for ten (10) years unless or until the requirements for public parking are no longer met, consideration may be given to extend this period to up to fifteen (15) years based on a review of financial projections and project impacts; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that Resolution No.: R-2018-094 is hereby amended as follows:

WHEREAS, the term of the Credit Agreement is intended to be for an amount not to exceed the equivalent of \$25,000 per space for all spaces within the garage or 15 years of a tax abatement, whichever occurs first; and,

BE IT FURTHER RESOLVED that the rest and remainder of the policy and criteria set forth in said Resolution No.: R-2018-094 shall remain in full force and effect.

Requested by:

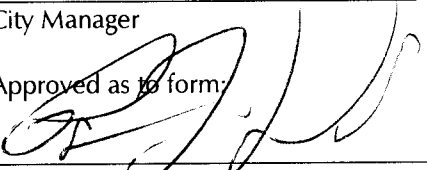
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Kline City Center, portion of Richland County TMS #08912-13-02)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-069 Kline Project Multi County Park (PDF)

HISTORY:

11/20/18 Columbia City Council DEFERRED

ORDINANCE NO.: 2018-069*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Kline City Center, 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 project to be undertaken is the Kline City Center that includes a mix of uses including retail, restaurant, hospitality, and office along with parking garages and public improvements necessary to support the project. The project cost is estimated to be \$75M on four acres located between Huger St, Gervais St, Washington St and Williams St. The Kline City Center Project will create more than 200 full time equivalent jobs, annual hospitality taxes, annual accommodation taxes, and business license revenue along with inducement of additional economic investment nearby. The parking garages will support the components of the project along with inclusion of public parking that will be beneficial to the area surrounding the project to include but not limited to commercial uses and public attractions. The project includes approximately 35,000 SF of commercial and retail development, 250 hotel room keys, 55,000 SF of office space, all supported by approximately 409 parking spaces and other related infrastructure necessary to support the project.

WHEREAS, to encourage a public parking component in the project, representatives of the Developer and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("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,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment 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 Park 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-2018-094, 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 _____, 2018, 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 approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement; and,

3. The project will incorporate a minimum of 25% public parking in addition to the minimum parking required by the zoning ordinance. Said public parking will be made available for public use for the duration of the credit period and owner will be responsible for verifying that use to the City Parking Services on an annual basis. Such use is also subject to periodic inspections by the City.

a. Public Parking for this site shall be a blend of monthly, daily, and hourly parking and can be located within one or multiple parking facilities constructed to support the project and public parking requirement, a decision of which can be determined by the City and agreed upon by the Developer once the design of the development is finalized.

b. Notwithstanding, handicap spaces and electric vehicle charging, the transient parking spaces shall be located in closest proximity to the entrance of the facilities to be most convenient to the high turnover users.

c. The agreed upon monthly parking may be located at upper levels of the parking facilities but shall be grouped together and posted according to agreed upon signage that reflects a public use component. Parking types- handicap, electric vehicle, timed, valet, and reserved shall be grouped together and individually signed as such. All other spaces (public) shall be open to any user if empty. A few spaces may be signed for extended length trucks, but not necessarily grouped since they will be chosen for access.

d. Non-signed, empty spaces within the 25% public parking threshold may be filled by monthly, daily, or hourly parkers as agreed upon by the City Manager or designee, the approval of which will not be unreasonably withheld or delayed by the City. At no time during the Credit period shall the blend of public parking be reduced below the number of spaces required to meet the 25% public parking component.

e. The Developer will own, operate and manage the parking facilities and as of such, the City will not receive any revenues from the public parking component. If at any time the Developer elects to contract with the City to operate/manage the facilities, the Developer will pay the City a fee sufficient to cover all expenses plus a 20% management fee or negotiate a mutually acceptable arrangement through a separate management contract. If said parking is managed by the City, revenues generated from such use will be provided to the Developer after all City expenses plus a 20% management fee have been paid.

f. The public parking will be made available at the rate agreed upon by the City and facility owner and will be based on market rates established in other public places within close proximity to the facility and are subject to change as those rates change. While such rates do not have to mirror the public rate in close proximity, there will be a logical comparison between the various rates. The City agrees to revisit and reconsider the rates no more than quarterly if the operator feels changes are needed in order to maximize revenues and adjust to demands of the area. The City agrees that dynamic pricing models will be allowed as part of the rate structure. Monthly passes may be restricted by hour and day depending on user needs and rate paid.

4. 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. Project must proceed with site plan review no later than December 31, 2020 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.

5. The City Manager is authorized to execute any documents as approved by the City Attorney, and take any further action as may be reasonably necessary to further the intent of this Ordinance.

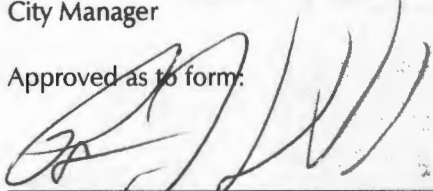
6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-069
EXHIBIT A
PROPERTY DESCRIPTION

Disclaimer: This 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.





We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-067 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (BullStreet Mixed Use Residential and Retail Development, Richland County TMS #08912-13-02)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-067 BullStreet Project Multi County Park (PDF)

HISTORY:

11/20/18

Columbia City Council

DEFERRED

ORDINANCE NO.: 2018-067

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project BullStreet Residential and Retail Mixed Use Development,
Portions of TMS R11501-01-01 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 project to be undertaken is Project BullStreet Residential and Retail Mixed Use Development (the "Project"), that will be two buildings comprised of a mix of uses including residential and retail along with a parking deck, surface parking and public improvements necessary to support the project. The project will be located on approximately 3.75 acres of property bounded by Boyce Street, Saunders Street, Pickens Street and Freed Street, as depicted on Exhibit A, and requires an investment of approximately \$60 million dollars. The residential portion will be for lease and designed with an urban aesthetic, catering to a cross section of demographics with studio, 1-bedroom, 2-bedroom and 3-bedroom apartment homes, totaling +/- 260 units, of which approximately 30% will be affordable to 120% of AMI. Approximately +/- 65,000 sf of Class-A ground floor retail space will front the neighboring streets. Approximately +/- 81 Surface parking spots and +/- 325 spots in a covered parking deck will meet industry standards and municipal requirements, including the 25% public advantage excess. The project will provide residential, retail, parking and infrastructure to benefit the overall district.

WHEREAS, the residential portion of the Project will serve as a catalyst for not only the +/- 65,000sf of Class-A retail space represented above, but also other retail, hospitality and office development. The Project is a key component of the 181-acre BullStreet District, which is striving to densely mix uses in a manner that drives private investment in the region and grows the tax base.

WHEREAS, to encourage a public parking component in the Project, representatives of Proffitt Dixon Partners (the "Developer"), and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer a parking credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("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,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment 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 Park 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-2018-094, 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 _____, 2018, 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 approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement; and,

3. The project will incorporate a minimum of 25% public parking in addition to the minimum parking requirements as required by the Bull Street Neighborhood Form Based Code as it relates to the residential use of the project. Said public parking will be made available for public use for the duration of the credit period and owner will be responsible for verifying that use to the City Parking Services on an annual basis. Such use is also subject to periodic inspections by the City.

- a. Public Parking for this site shall be a blend of monthly, daily and hourly parking.
- b. Notwithstanding, handicap spaces and electric vehicle charging, the daily and hourly parking shall be located in closest proximity to the entrance of the facilities to be most convenient to high turn over users.
- c. The agreed upon monthly parking may be located at upper levels of the parking facilities but shall be grouped together and posted according to agreed upon signage that reflects a public use component.
- d. The blend of monthly/daily/hourly may be changed from year to year based on usage records and parking demands for the area. Such changes require approval of the City. At no time during the Credit period shall the blend of public parking be reduced below the number of spaces required to meet the 25% public parking component.
- e. The Developer will own, operate and manage the parking facilities and as of such, the City will not receive any revenues from the public parking component. If at any time the Developer elects to contract with the City to operate/manage the facilities, the Developer will pay the City a fee sufficient to cover all expenses (hard and soft costs) plus a 20% management fee, the details of which will be outlined in a separate management agreement.
- f. The City and Developer can also work together to identify options for use of the public parking as event parking as/if needed. If managed by the City, the revenues generated from such use will be provided to the Developer after all City expenses plus a 20% management fee have been paid.
- g. The public parking will be made available at the rate agreed upon by the City and facility owner and will be based on market rates established in other public places within close proximity to the facility and are subject to change as those rates change. While such rates do not have to mirror the public rate in close proximity,

there will be a logical comparison between the various rates. The City agrees to revisit and reconsider the rates no more than quarterly if the operator feels changes are needed in order to maximize revenues and adjust to demands of the area. The City agrees that dynamic pricing models will be allowed as part of the rate structure.

4. The City Manager is authorized to execute any documents as approved by the City Attorney, and take any further action as may be reasonably necessary to further the intent of this Ordinance.

5. 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. Project must proceed with site plan review no later than December 31, 2020 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.

6. Any prior ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

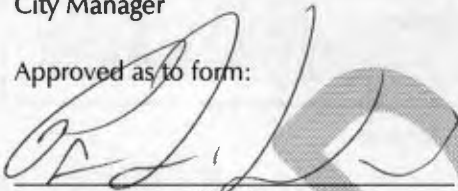
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



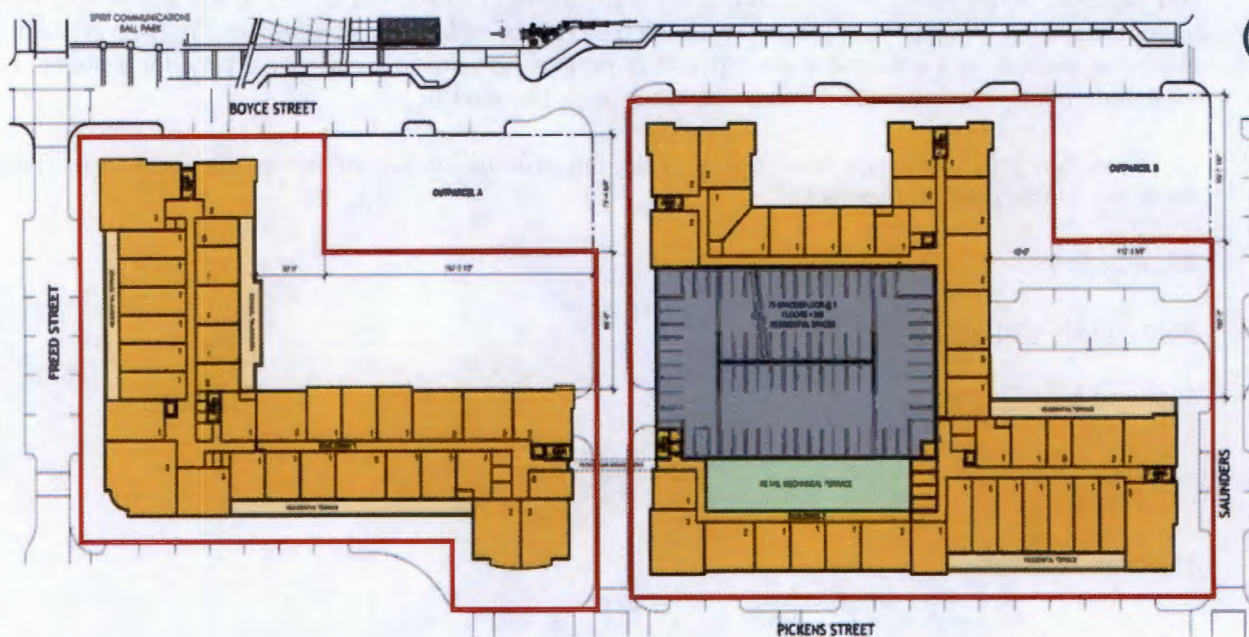
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-067
EXHIBIT A
PROPERTY SITE PLAN



Disclaimer: This 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 by the City of Columbia.

**ORDINANCE NO.: 2018-067
EXHIBIT A
PROPERTY DESCRIPTION**

Parcel C-6

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel C-6 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 _____, 2018 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. 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 S19°07'17"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 S70°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 N19°07'17"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 N70°56'58"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 N19°03'02"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 N70°56'45"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.

Parcel C-7

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel C-7 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 _____, 2017 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 3.05 Acres, and being described as follows: Commencing at a #5 rebar set in the northwest quadrant of the Boyce Street and Saunders Street intersection; said #5 rebar set is the Point of Beginning; thence running in a southwesterly direction S70°52'43"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 286.84 feet to a #5 rebar set; thence turning and running in a northwesterly direction N19°07'17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 465.65 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70°52'43"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 262.78 feet to a #5 rebar set on the Boyce Street westerly right-of-way; thence turning and running in a southeasterly direction S19°07'17"E along the Boyce Street westerly right-of-way for a distance of 15.85 feet to a #5 rebar found on said right-of-way; thence continuing in a southeasterly direction S49°03'15"E along the Boyce Street westerly right-of-way for a distance of 49.17 feet to a #5 rebar found on said right-of-way; thence continuing in a southeasterly direction S19°03'15"E along the Boyce Street westerly right-of-way for a distance of 407.20 feet to a #5 rebar set on said right-of-way; said point being the Point of Beginning.



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** 2018-072 encroach 5 Pts Assoc 710 A Saluda Hubble Art piece (PDF)

ORDINANCE NO.: 2018-072

Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

WHEREAS, the Five Points Association (hereinafter "Grantee") desires to utilize a portion of the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 for installation and maintenance of a concrete and brick art sculpture approximately twelve (12') feet in length, one (1') foot in width and twelve (12') feet in height, as shown on the attached drawing; 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 _____, 2018, that the grantee is hereby granted the right to use the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 for installation and maintenance of a concrete and brick art sculpture approximately twelve (12') feet in length, one (1') foot in width and twelve (12') feet in height, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. Business advertising of any type is prohibited on the sculpture or foundation.
5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture.
6. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

Requested by:

Assistant City Manager Gentry

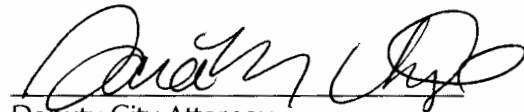
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-072**



**700 BLOCK OF SALUDA AVENUE
ADJACENT TO 710A SALUDA AVENUE
HUBBELL ART PIECE**

Subject Property:	Right-of-way adjacent to the 700 Block of Saluda Avenue adjacent to 710A Saluda Avenue, TMS#11308-06-09
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of an concrete and brick art sculpture
Applicant:	Five Points Association, Ricard Burts
Staff Recommendation:	Approval with conditions

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete and brick circular sculpture approximately twelve (12') feet in length one (1') foot in width and twelve (12') feet in height, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Sculpture and foundation are to be maintained by property owner. 3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. Business advertising of any type on the sculpture or foundation is prohibited. 5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture. 6. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

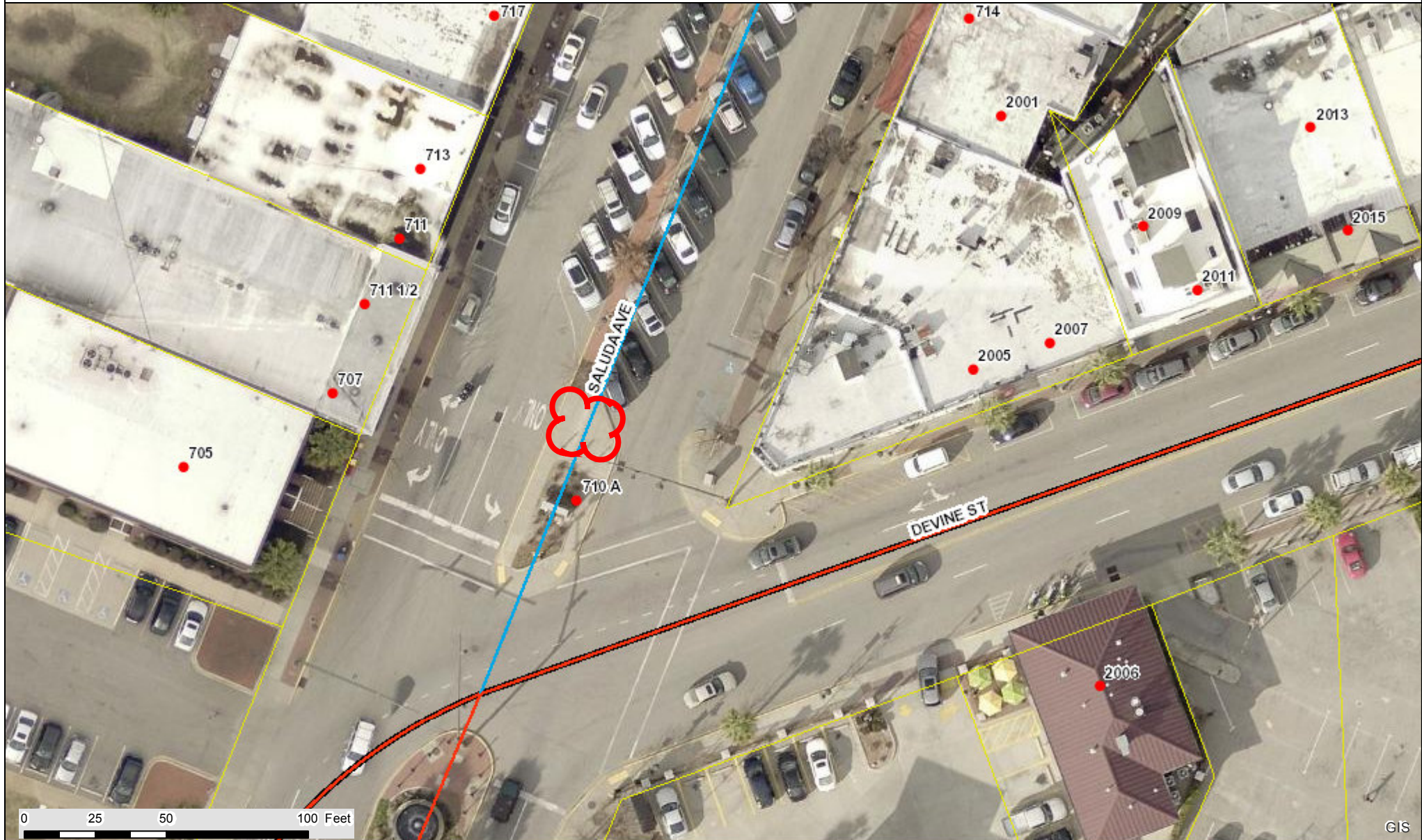
City of Columbia

Hubbell Art Piece Encroachment

16.a



Friday, September 21, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 187

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

16.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 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 9/12/18 Property Owner: Five Points Association
Business Name/Applicant's Name if different than owner: N/A
Contact Information: Telephone Number: 803.748.7373 Fax Number: 803.748.1119
Mailing address: 532 Congaree Avenue / Columbia, SC 29205 E-mail address: richardburts@gmail.com
Business Name/Development Name for Encroachment: Five Points Association

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

Dimensions (height/width/length): 12 ft in diameter
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Masonry

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area, or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: FPA BOARD
Date: 9-12-18

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: FPA BOARD
Date: 9-12-18

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

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
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803-545-3222
803-545-0229
803-545-3420
803-545-3218
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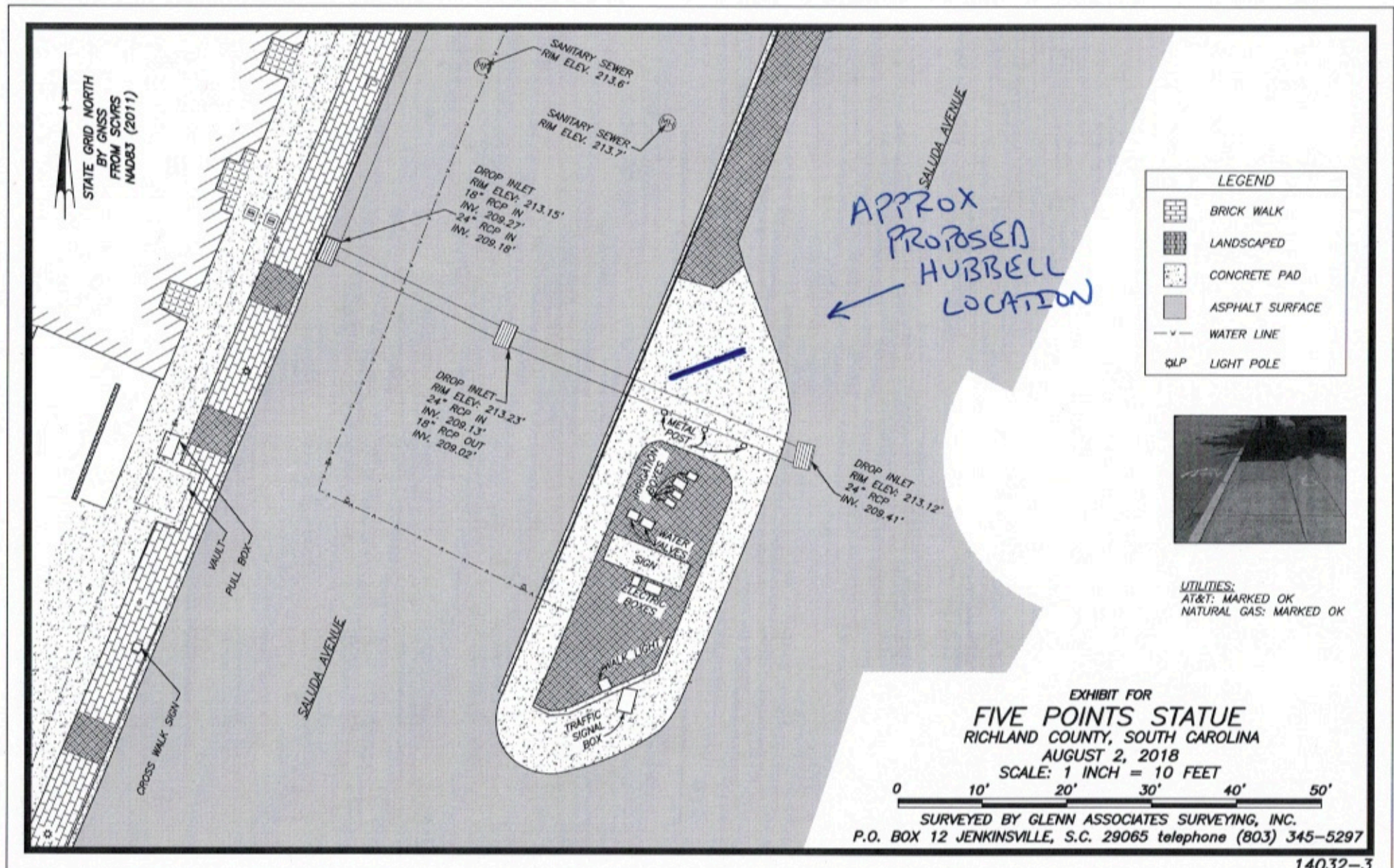
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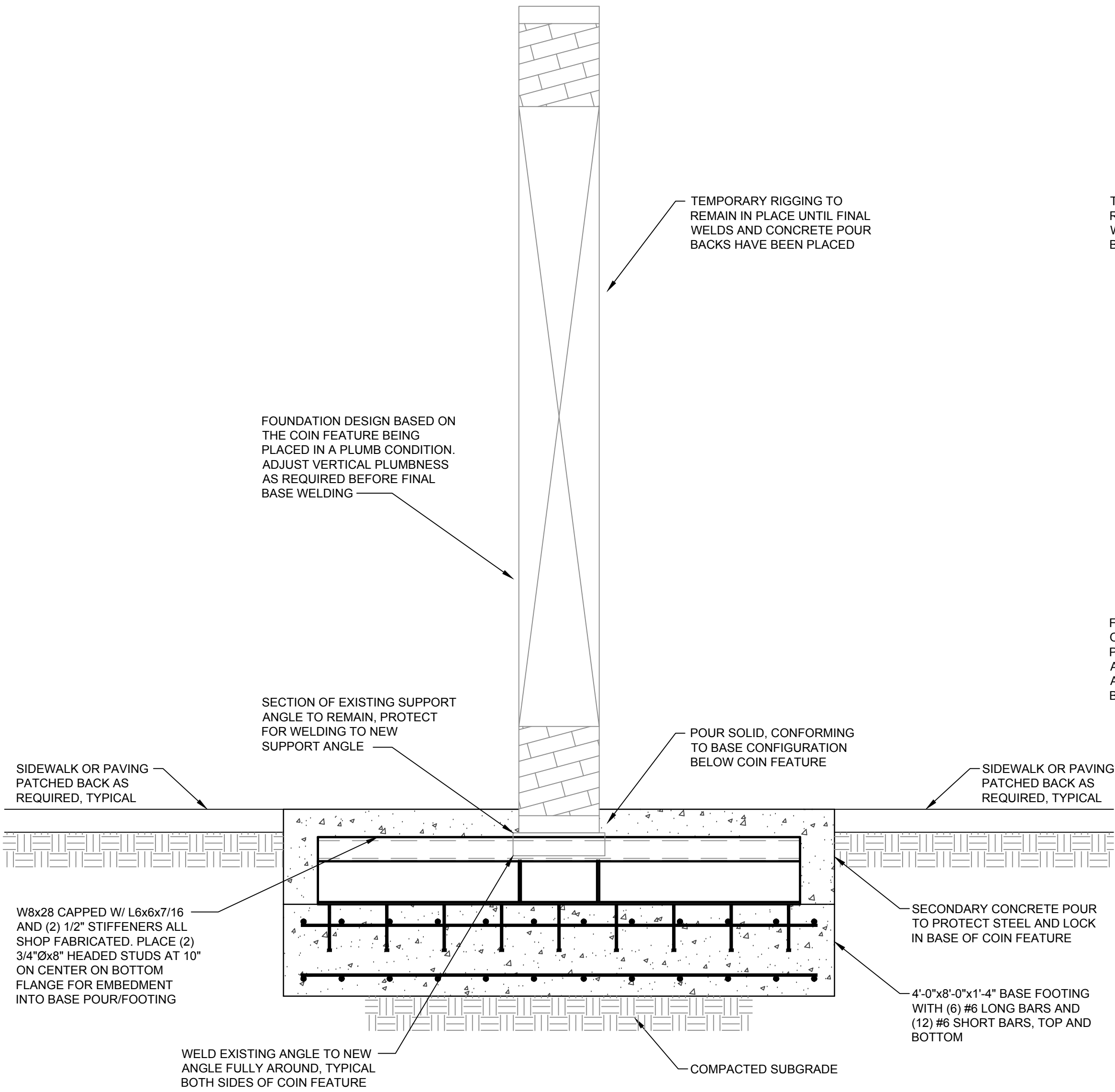
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E-MAIL

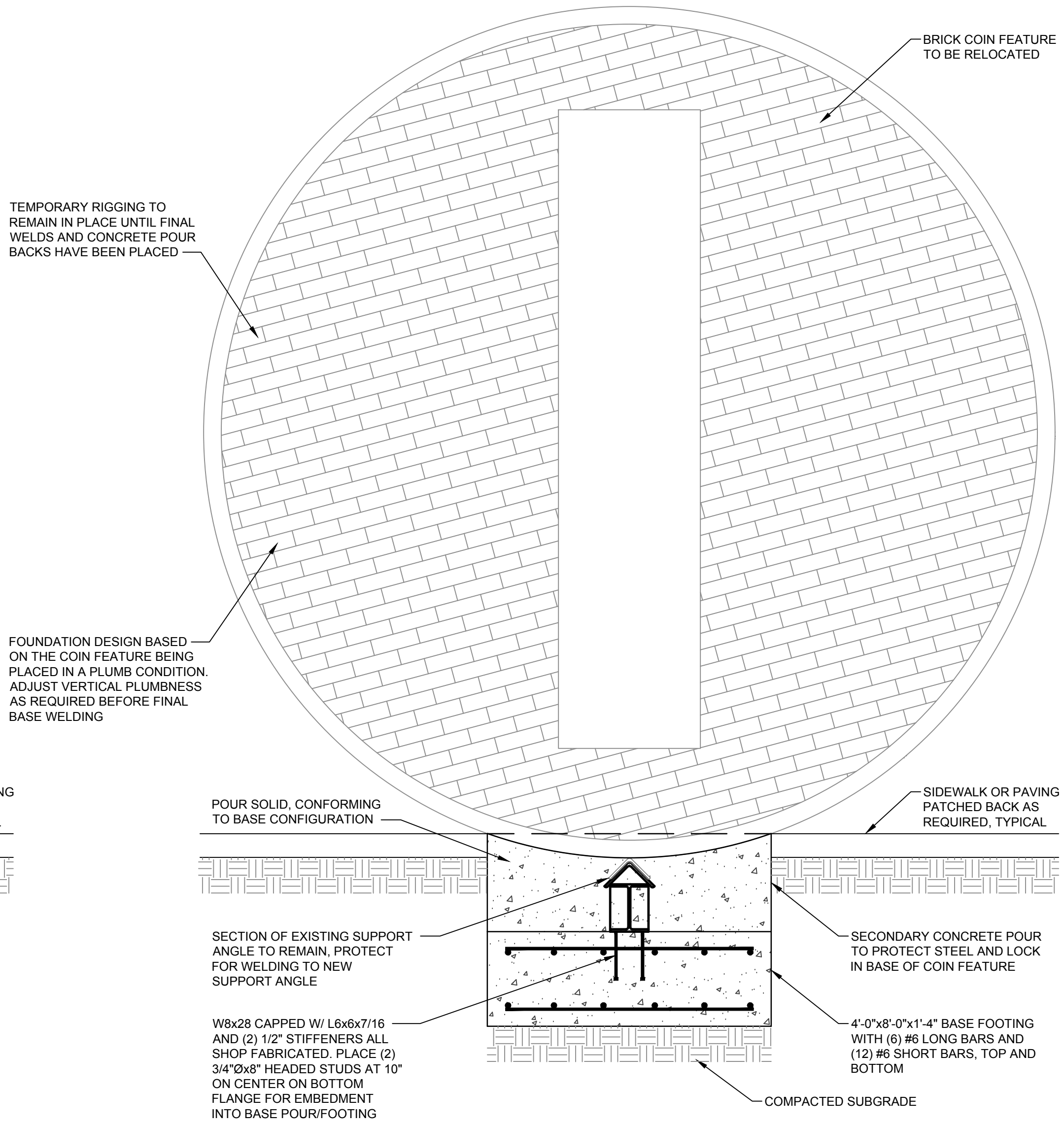
jechambers@columbiasc.net
jsfellows@columbiasc.net
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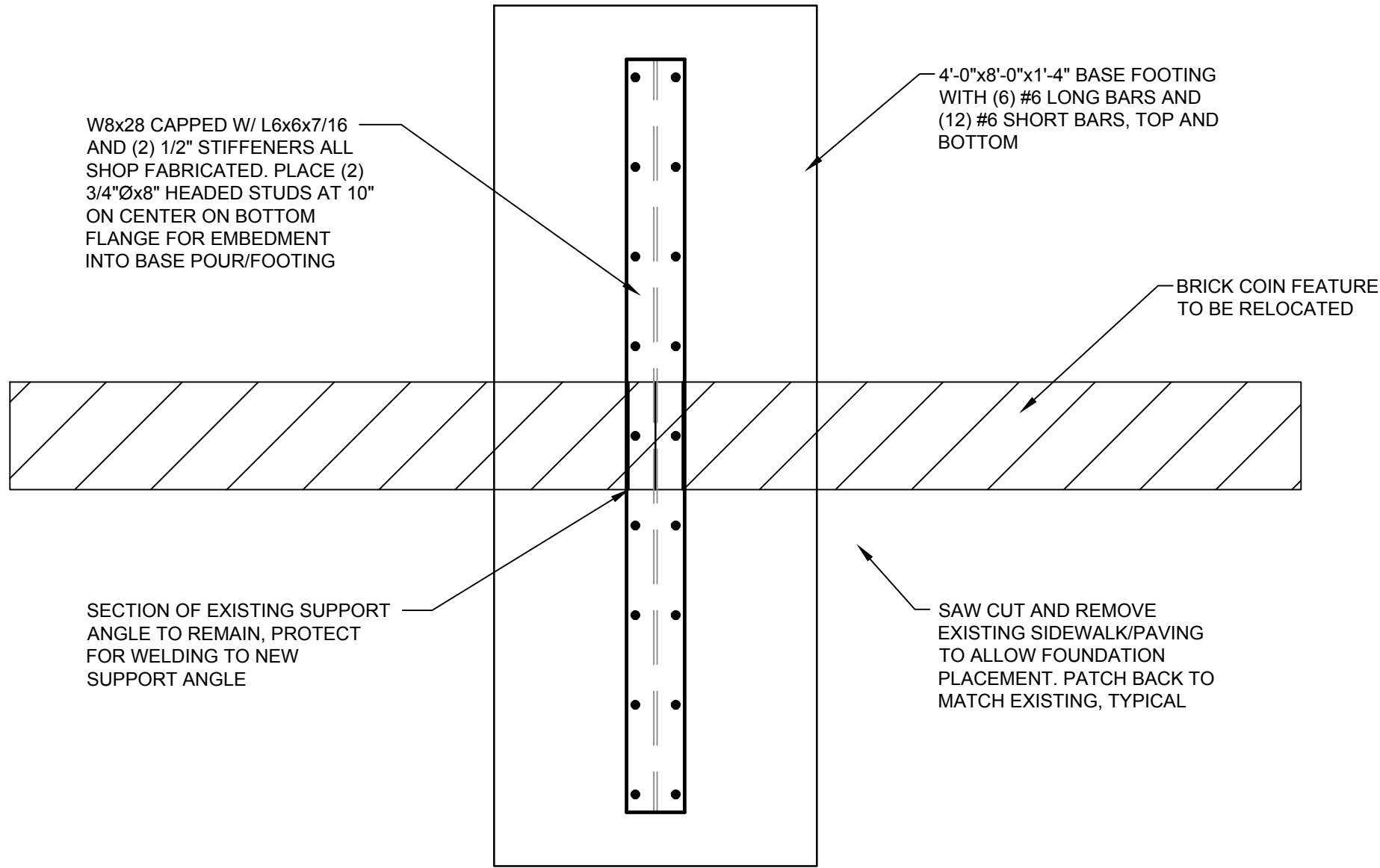




COIN FOUNDATION DETAIL - SECTION
SCALE: 3/4" = 1'-0"



COIN FOUNDATION DETAIL - ELEVATION
SCALE: 3/4" = 1'-0"



COIN FOUNDATION PLAN
SCALE: 3/4" = 1'-0"

Partner In Charge	AAS
Project Engineer	AAS
Drawn By	AAS
Date Drawn	11/02/18
REVISIONS	
No.	Date
Issue Date:	
11/02/18	

This drawing and the design shown is the property of Mabry Engineering Associates, the reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 17457
11/2/18

SOUTH CAROLINA
MABRY ENGINEERING ASSOCIATES, INC.
No. 3489
STATE OF AUTHORIZATION

Project
BRICK COIN - FOUNDATION DETAILS
Five Points Area
Columbia, South Carolina

Sheet Title
FOUNDATION DETAILS

Mabry Engineering Associates, Inc.
Structural Engineers

840 Shull Street, Suite 100
West Columbia, SC 29169
OFFICE: 803-926-0000
FAX: 803-926-7600

Project Number:

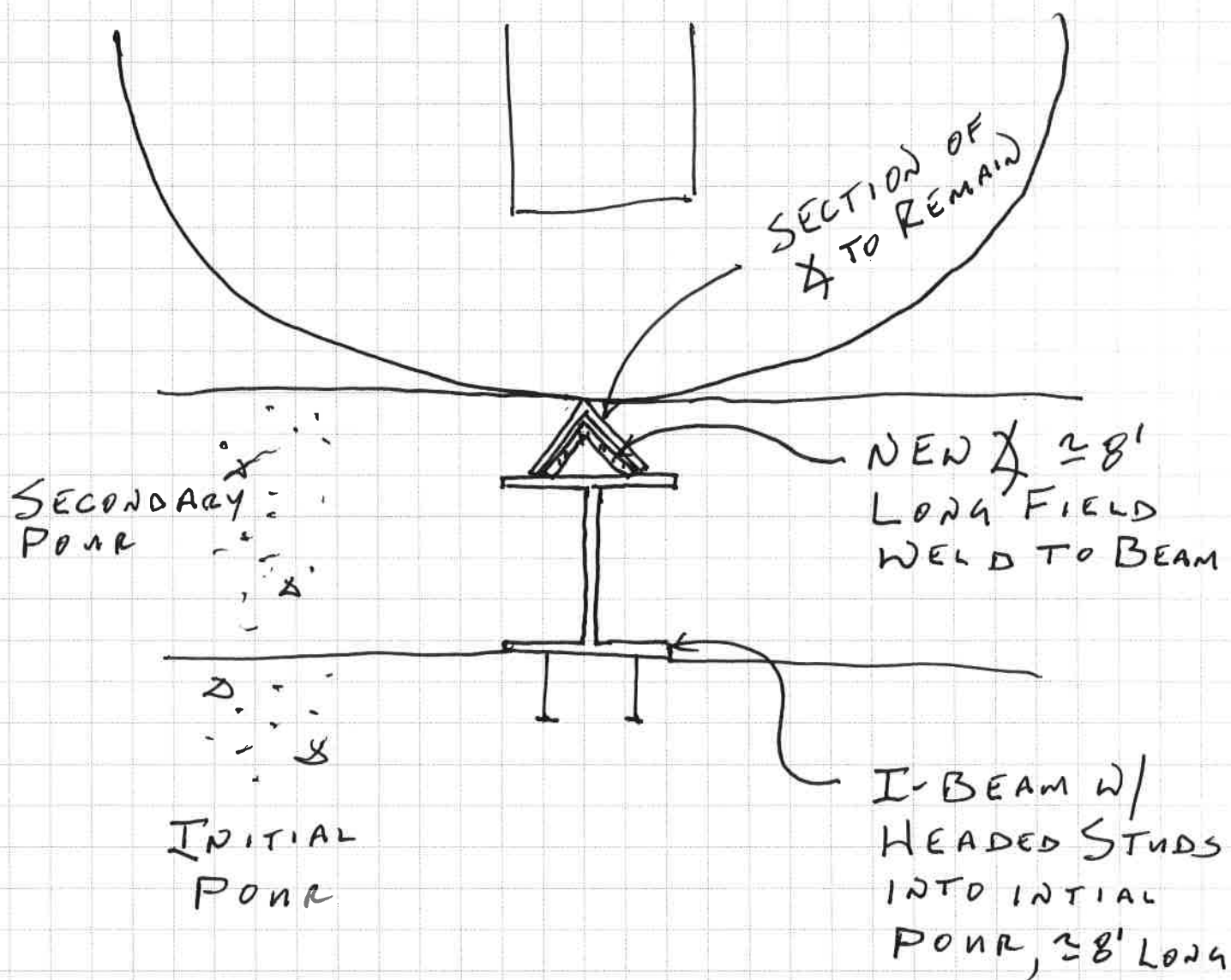
Sheet:

S101

MABRY ENGINEERING ASSOCIATES INC

840 Shull Street, Suite 100
West Columbia, South Carolina 29169
Phone (803) 926-0000
Fax (803) 926-7600

JOB BRICK ART FEATURE
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 7/19/18
CHECKED BY _____ DATE _____
SCALE _____







We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-076 604 Huger Project Multi County Park (PDF)

ORDINANCE NO.: 2018-076

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(604 Huger, LLC – TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)*

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 project to be undertaken by 604 Huger, LLC, which is a subsidiary of PMC Property Group, Inc. (both individually and collectively, the "Developer") is a mixed-use commercial real estate development, including multi-family 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"), along with parking garages and public improvements necessary to support the Project. The Project is estimated to be \$55.5 Million. The parking garage will support the components of the Project along with inclusion of public parking that will be beneficial to the area surrounding the Project to include but not limited to commercial uses and public attractions.

WHEREAS, PMC Property Group, Inc. has been actively involved in the redevelopment and local management of historic and Bailey Bill-eligible mixed-use commercial properties in the City for over sixteen years, and currently employs 26 local full-time employees and locally manages four development projects with capital expenditures totaling over \$145 Million; and,

WHEREAS, to encourage a public parking component in the Project, representatives of the Developer and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to consider an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("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,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment 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 Park 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-2018-094, 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 _____ 2018, 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 approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement; and,

3. The Project will incorporate a minimum of 25% public parking in addition to the minimum requirements to meet the parking demands of the Project itself, which can be allocated between and among the parcels identified herein. Said public parking will be made available for public use for the duration of the credit period and owner will be responsible for verifying that use to the City Parking Services on an annual basis. Such use is also subject to periodic inspections by the City.

a. Public parking for this Property can include a blend of monthly, daily and/or hourly parking and can be located within one or multiple parking facilities constructed to support the Project and public parking requirement, a decision of which can be determined by the City and agreed upon by the Developer once the design of the development is finalized.

b. Notwithstanding handicapped spaces and electric vehicle charging, the daily and hourly parking shall be located in closest proximity to the entrance of the facilities to be most convenient to high turnover users.

c. The agreed upon monthly parking may be located at upper levels of the parking facilities but shall be grouped together and posted according to agreed upon signage that reflects a public use component.

d. Non-signed, empty spaces within the 25% public parking threshold may be filled by monthly, daily, or hourly parkers as agreed upon by the City Manager or designee, the approval of which will not be unreasonably withheld or delayed by the City. At no time during the Credit period shall the blend of public parking be reduced below the number of spaces required to meet the 25% public parking component.

e. The Developer will own, operate and manage the parking facilities and as such, the City will not receive any revenues from the public parking component. If at any time the Developer elects to contract with the City to operate/manage the facilities, the Developer will pay the City a fee sufficient to cover all expenses plus a 20% management fee, the details of which will be outlined in a separate management agreement.

f. The public parking will be made available at the rate agreed upon by the City and facility owner and will be based on market rates established in other public places within close proximity to the facility and are subject to change as those rates change. While such rates do not have to mirror the public rate in close proximity, there will be a logical comparison between the various rates. The City agrees to revisit and reconsider the rates no more than quarterly if the operator feels changes are needed in order to maximize revenues and adjust to demands of the area. The City agrees that dynamic pricing models will be allowed as part of the rate structure. Monthly passes may be restricted by hour and day depending on user needs and rate paid.

4. 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.

5. 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. Project must proceed with site plan review no later than December 31, 2020 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.

6. 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:

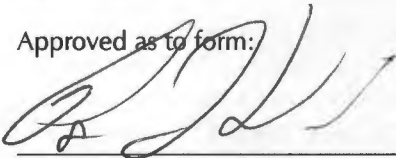
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**ORDINANCE NO.: 2018-076
EXHIBIT A
PROPERTY DESCRIPTION**

604 HUGER, LLC

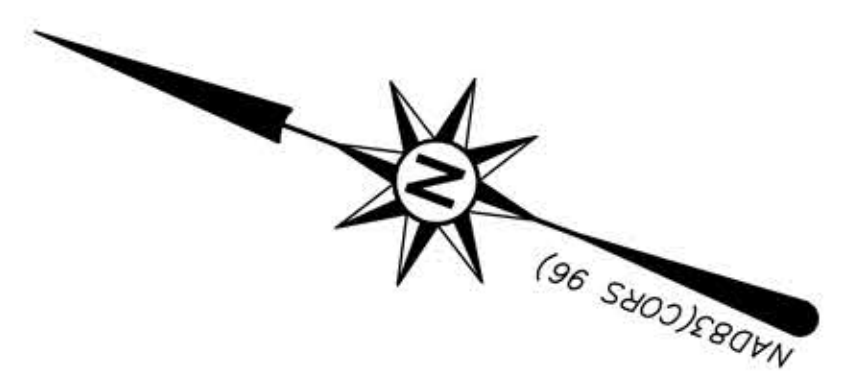
All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS Nos.: 08914-01-10, 08914-01-06, and 08914-01-07

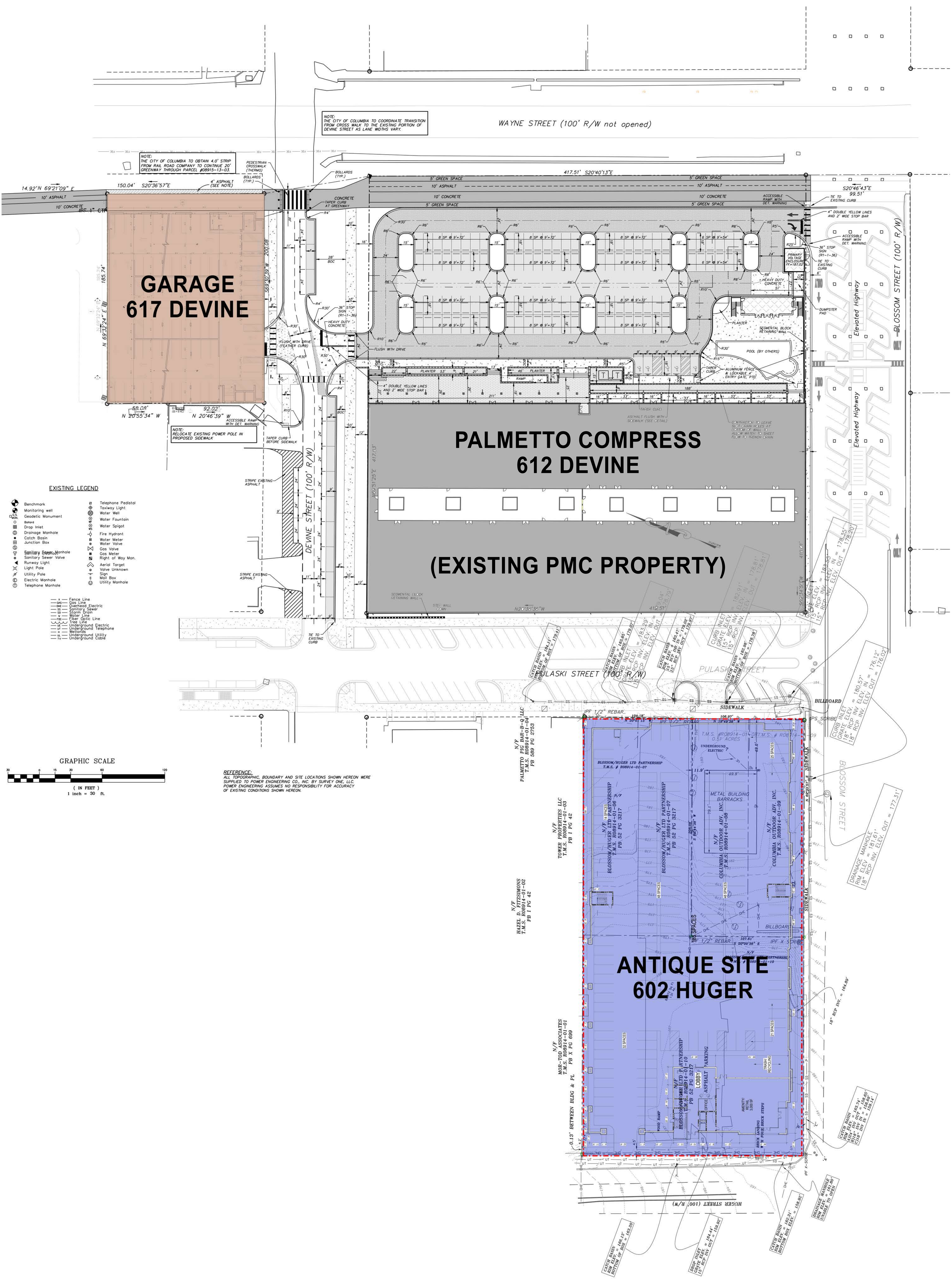
ALSO,

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring by deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

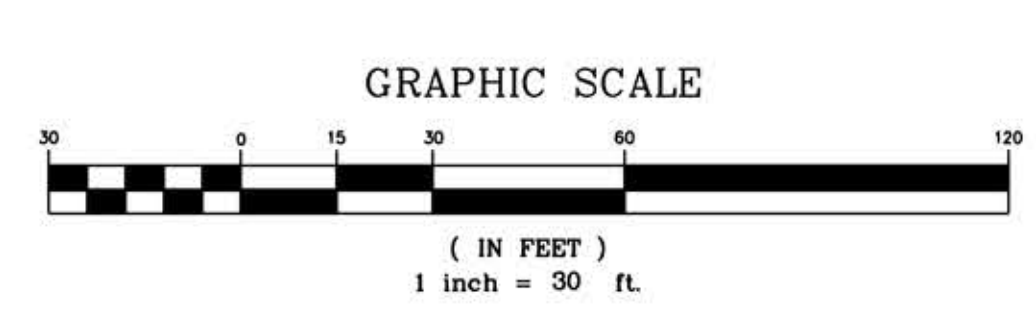
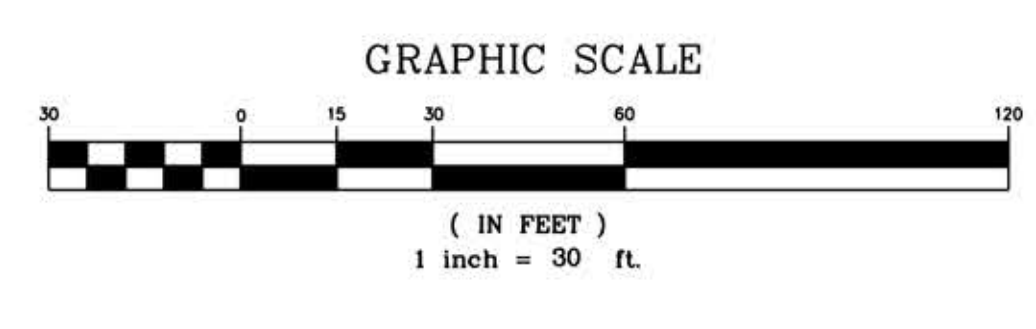
TMS Nos.: 08914-01-08 and 08914-01-09



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS - SURVEYORS
1400 WESTVIEW BLVD.
COLUMBIA, S.C. 29203
(803) 242-8777 FAX: 242-8070



- EXISTING LEGEND**
- Benchmark
 - Monitoring well
 - Geodetic Monument
 - Water Well
 - Water Fountain
 - Water Spigot
 - Drop Inlet
 - Drainage Manhole
 - Catch Basin
 - Water Meter
 - Water Valve
 - Gas Valve
 - Right of Way Mon.
 - Aerial Target
 - Valve Unknown
 - Sign Base
 - Utility Manhole
 - Telephone Manhole
 - Telephone Pedestal
 - Traffic Light
 - Water Spigot
 - Water Fountain
 - Water Spigot
 - Drop Inlet
 - Drainage Manhole
 - Catch Basin
 - Water Meter
 - Water Valve
 - Gas Valve
 - Right of Way Mon.
 - Aerial Target
 - Valve Unknown
 - Sign Base
 - Utility Manhole
 - Telephone Manhole



- PROPOSED LEGEND**
- PROP. BUILDING
 - PROP. ASPHALT
 - PROP. HEAVY DUTY ASPHALT
 - PROP. CONCRETE
 - PROP. STAMPED CONCRETE (SEE ARCH. PLANS)
 - PROP. BRICK PAVERS
 - PROP. CURB & GUTTER
 - PROP. WALL
 - PROP. SEWER EASEMENT
 - PROP. WATER EASEMENT

NOTE: BLOSSOM STREET PARKING IMPROVEMENTS UNDER ELEVATED HIGHWAY TO BE DONE BY OTHERS. CROSSWALKS SHOULD MEET ALL ADA REQUIREMENTS.

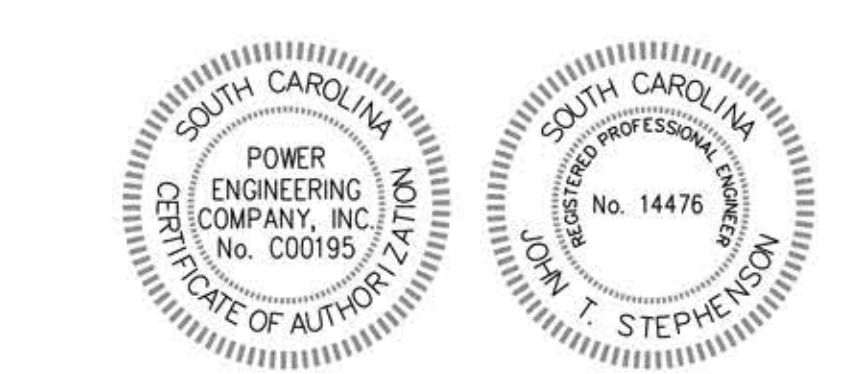
NOTE: PULASKI STREET & SIDEWALK IMPROVEMENTS TO BE DONE BY OTHERS.

SITE SUMMARY

TOTAL ACREAGE OF SITE = 0.69 AND 4.02 AC
612 DEVINE STREET COLUMBIA, SC 29201
TMS# R08915-13-03 AND 08914-02-01
ZONING: MX-1

PROPOSED USE: RESIDENTIAL/RETAIL
RESIDENTIAL: 56 - 1 BEDROOM UNITS
100 - 2 BEDROOM UNITS
38 - 3 BEDROOM UNITS

MISC. RETAIL: 3,333 SQ. FT.
RESTAURANTS: 2 *100 SEATS EACH



37.8

PROJECT TITLE
PALMETTO COMPRESS WAREHOUSE

812 Devine Street
Columbia, SC 29201

NO.	REVISIONS	DATE
1	REVISION	11-2019
2	REVISION	02-2020

DRAWN BY: JTS
CHECKED BY: JTS

PROJECT NO. PPE-14
DATE 02/23/2020
DRAWING NO. **C2.0**
Packet Pg. 199

DRAWING TITLE
STAKING PLAN



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the installation of one (1) additional street light on S. Waccamaw Street, one (1) additional street light on Cromer Avenue, and one (1) additional street light on Bull Street Property, as requested by the Traffic Engineering Division.

REQUISITION NO.: Robert Anderson

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$2,139,441

STRATEGIC GOALS: Increase Public Safety Services

Neighborhood	Existing Lights	Requested Lights	Current Annual Lease Cost	Project Request Total	Total Year To Date
510 S. Waccamaw	2	1	\$237.84	\$118.92	\$356.76
4614 Cromer Avenue	2	1	\$237.84	\$118.92	\$475.68
Bull Street Property	1	1	\$118.92	\$118.92	\$594.60

ATTACHMENTS:

- **#a:** 6679.pdf (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

18-3

Status:

Pending

Requested By Ed Lovelace
Date Requested 10/17/2017
Neighborhood 510 S. Waccamaw
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 10/18/2017

Insufficient Number of Lights ☒
Tree Canopy Issues ☐ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 2 **400 HPS** 0

Current Yearly Lease Cost \$237.84

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$356.76

YTD Lights Added 3

City Council Action

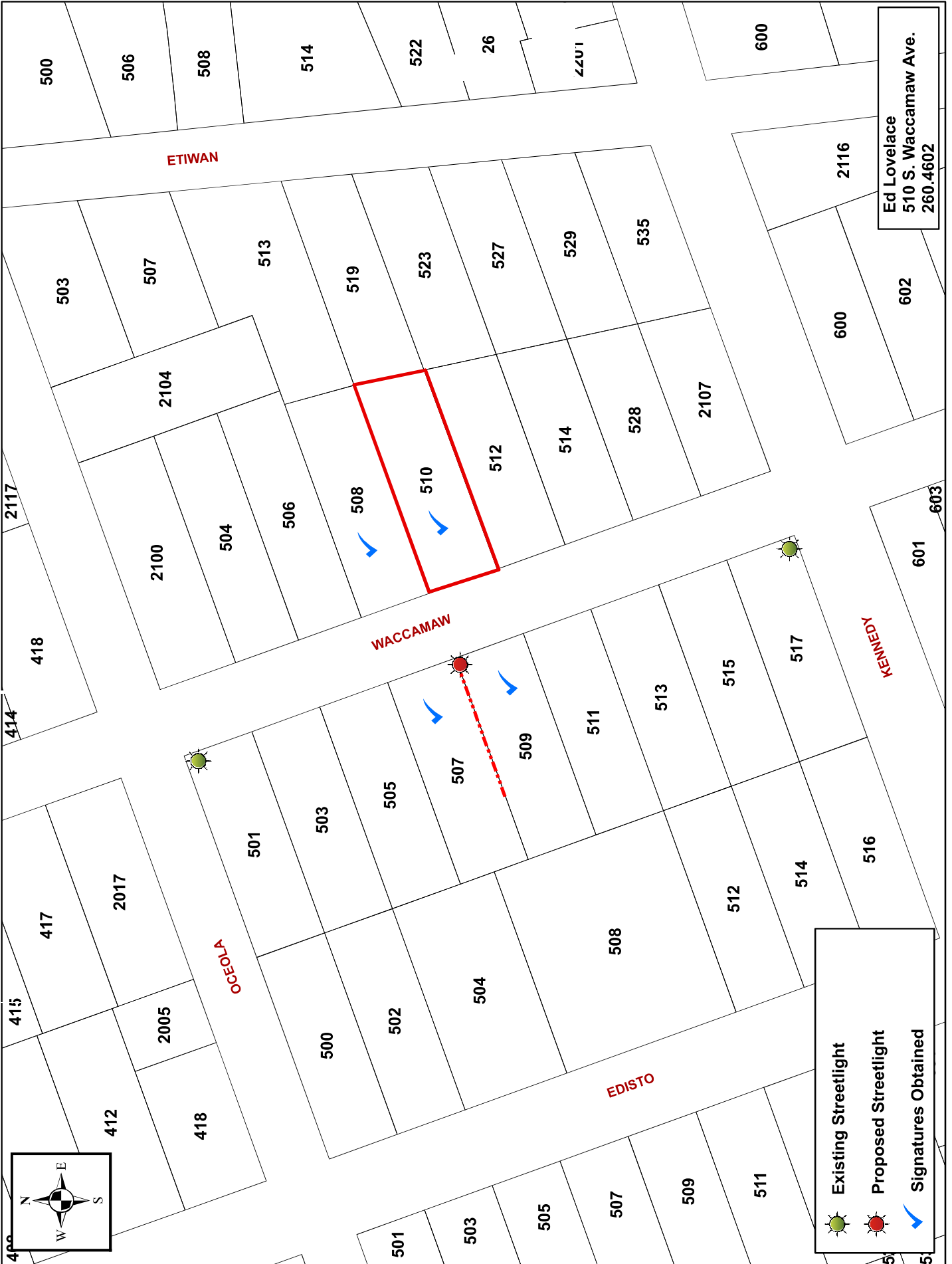
Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

510 S. Waccamaw Streetlight





City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

18-4

Status:

Pending

Requested By Wanda Lyles
Date Requested 10/16/2018
Neighborhood 4614 Cromer Ave.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 10/17/2018

Insufficient Number of Lights ☒
Tree Canopy Issues ☐ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 2 **400 HPS** 0

Current Yearly Lease Cost \$237.84

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$475.68

YTD Lights Added 4

City Council Action

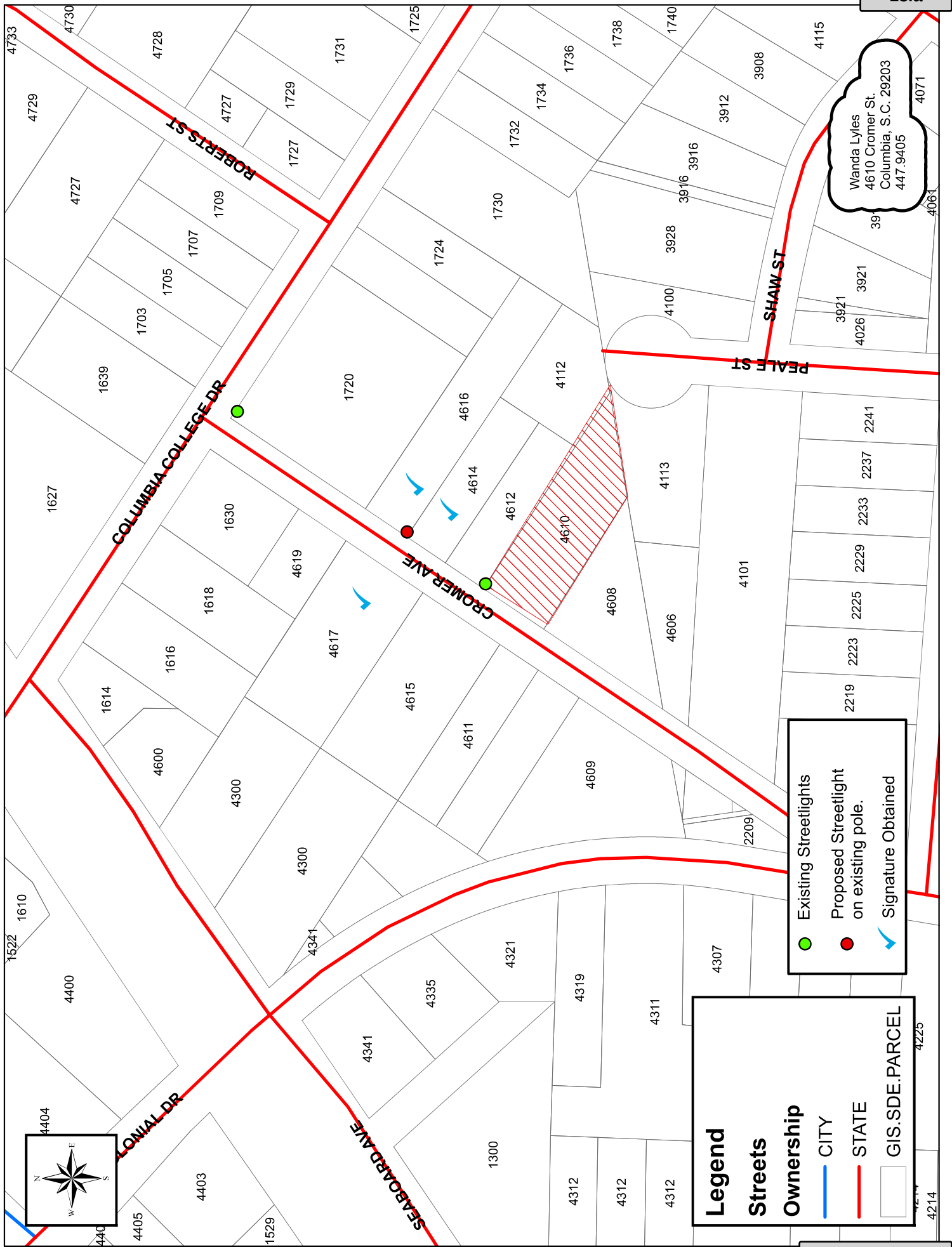
Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

4616 Cromer St. Streetlight





City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

18-5

Status:

Pending

Requested By Sue Sadic
Date Requested 10/4/2018
Neighborhood Maple & Blossom
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 11/6/2018

Insufficient Number of Lights ☒
Tree Canopy Issues ☐ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 1 **400 HPS** 0

Current Yearly Lease Cost \$118.92

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$594.60

YTD Lights Added 5

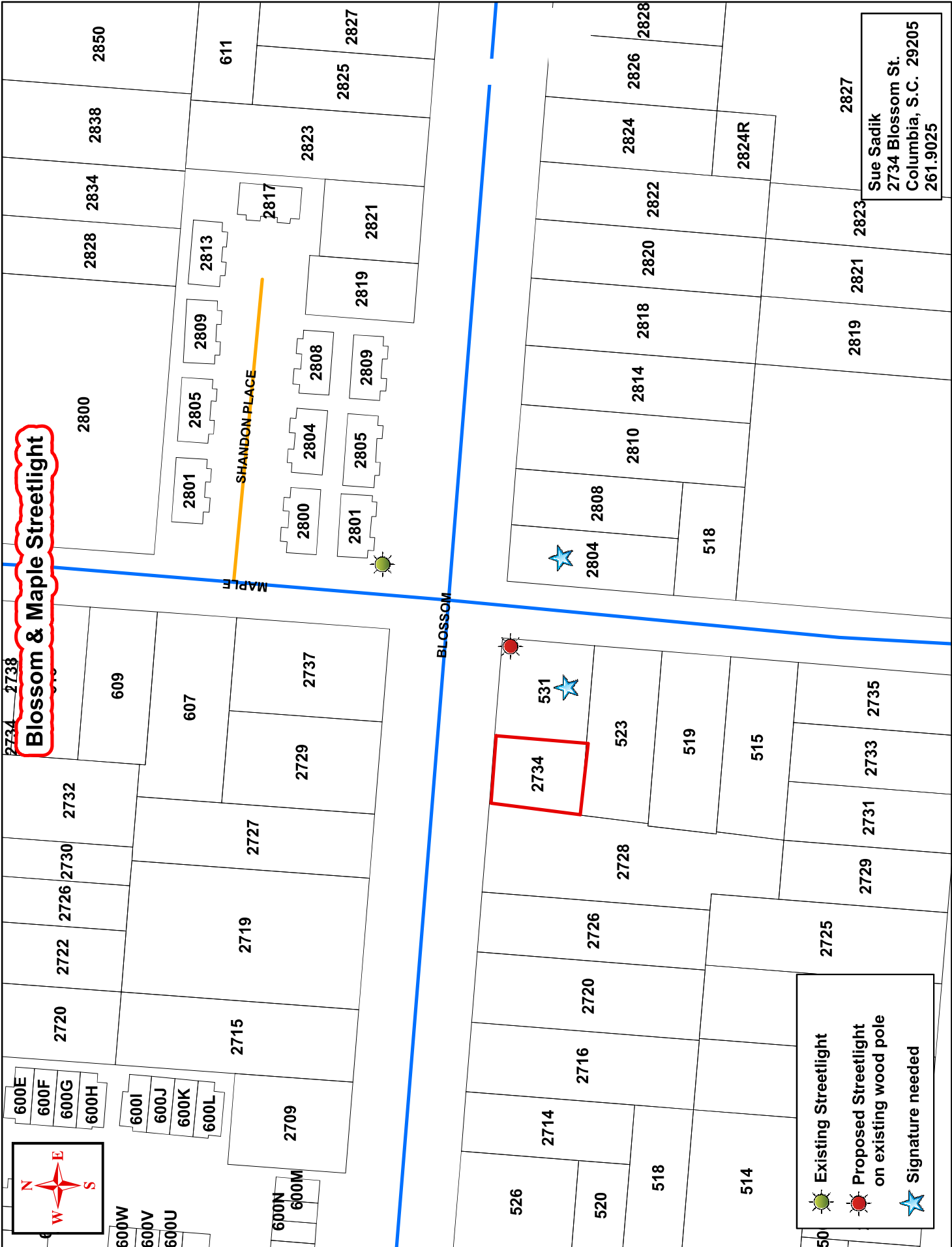
City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed





We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointments to the Greater Columbia Community Relations Council.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** GCCRC MEMO 11 29 18 (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: November 30, 2018

SUBJECT: Greater Community Relations Council

Purpose: The purpose of the council is to submit recommendations and opinions regarding community relation matters that affect the Greater Columbia Area. They seek individuals with a desire to help the community develop better relations and provide objective goals to help foster good relations in our community. They serve as mediators, trainers and advocates for people who need assistance in our community. This Council provides an abundance of services including Community Development Block Grant (CDBG) forums for the public, Fair Housing Education, as well as, programs aimed at helping develop strong interpersonal skills.

Composition: This committee is multi-jurisdictional with Richland County, Columbia Chamber of Commerce and the City each appointing ten (10) members for a total of 30 members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Request: Council is asked to appoint six (6) individuals for Appointment to fill seven (7) vacancies. Appointees must reside within city limits.



We Are Columbia

MEETING DATE: December 4, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#b:** Memo to Council for CHA (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: November 29, 2018

SUBJECT: Housing Authority of the City of Columbia

Purpose: The mission of the Columbia Housing Authority is "to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life". Term – 5 years.

Composition: The board consists of seven (7) members that will include one (1) member who must be a resident of the Housing Authority.

Term for this board is five (5) years with one (1) reappointment.

All appointees must reside in the corporate limits of the city.

Request: Council is asked to appoint one (1) individual