



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, December 5, 2023 at 4:00 PM at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, 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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the November 21, 2023 Council Meeting Minutes.
2. Council is asked to approve the April 18 and 25, 2023 Budget Workshop Minutes.

PRESENTATIONS

3. Capital City/Lake Murray Country Update - Ms. Miriam Atria, President/CEO for the Capital City/Lake Murray Country Regional Tourism Board



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 5, 2023**

CONSENT AGENDA ITEMS 4 THROUGH 17

4. Council is asked to approve a new Contract for Marketing and Communications Services, as requested by the Public Relations, Marketing and Media Department on November 16, 2023. Award to Crawford Strategy, LLC in an amount not to exceed \$104,980.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date six months from commencement and the option to renew for four additional one-year periods. This firm is located in Greenville, SC.

Funding Source: Hospitality Special Projects - Advertising (2128418-636100). The original budget amount is \$105,000.00.

5. Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Sourcewell Cooperative Contract in the amount of \$335,404.48.

Item	Vendor and Location	Vehicle	Department	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2025 F-650 Diesel Regular Cab Base (F6D) Barricade Truck, as requested by Fleet Services on November 6, 2023.	Public Works Street Division	\$108,652.00
<i>Funding Source: Streets-Water & Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is \$108,652.00.</i>				
b.	Joe Johnson Equipment Monroe, NC	Mechanical Street Sweeper, as requested by Fleet Services on July 18, 2023.	Public Works Solid Waste Division	\$226,752.48
<i>Funding Source: Solid Waste Street Sweeping - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). The original budget amount is \$226,752.48.</i>				
Total				\$335,404.48



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

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6. Council is asked to approve Contract Amendment #2 for Project SS7591; Project Management and Capacity Assurance Program Professional Services, as requested by Columbia Water on October 18, 2023. Award to Carper Civil Consulting, LLC in the amount of \$205,920.00. The current term of the contract ends on August 2, 2024. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts Water/Sewer, Stormwater (5516221-638305). The current budget amount is \$388,752.00. The budget amount for this amendment is \$205,920.00. The total revised budget amount is \$594,672.00.

7. Council is asked to approve a new Contract for Project SS7549; Woodlands Force Main Replacement, as requested by Columbia Water on August 30, 2023. Award to Williams Infrastructure, LLC in an amount not to exceed \$678,794.60, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.

Funding Source: Engineering - Woodlands Force Main Replacement SS7549 (5529999-SS754901-658650). The original budget amount is \$847,423.50.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal. The CDBE goal was exceeded at 17.83%.

Williams Infrastructure, LLC is the prime contractor and will provide sewer replacement services at 75.83% (\$467,927.00) of the total contract amount.

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

Wallace Mechanical, Inc., a Minority Business Enterprise and a Disadvantaged Business Enterprise located in Cheraw, SC, will provide sewer line materials at 17.83% (\$110,000.00) of the total contract amount.

Amrrock, located in Plant City, FL, will provide manholes at 3.43% (\$21,159.00) of the total contract amount.

Sloan Construction, located in Columbia, SC, will provide asphalt services at 0.32% (\$2,000.00) of the total contract amount.

Xylem America Services Team, located in Summerville, SC, will provide bypass pumping services at 2.59% (\$16,000.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

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8. Council is asked to approve a new Professional Services Contract for Project WM4733; Waterline Planning and Design for Forest Acres along North Trenholm Road from Forest Drive to Decker Boulevard, as requested by Columbia Water on November 10, 2023. Award to HDR Engineering, Inc. of the Carolinas in an amount not to exceed \$1,189,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date twenty months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Forest Acres Water Quality Improvement - Capital Project Costs (5529999-WM473301-658650). The original budget amount is \$1,189,000.00.

This is a Mentor Protégé Program project. HDR Engineering Inc., of the Carolinas is the mentor and will provide project management, waterline design, permitting and construction phase services at 53.50% (\$636,150.00) of the total contract amount.

Highfill Infrastructure Engineering, P.C., located in Columbia, SC, is the protégé and will provide civil engineering services at 20.00% (\$237,800.00) of the total contract amount.

The following subconsultants will provide additional services:

ESP, Associates, Inc., located in Fort Mill, SC, will provide utility location services at 26.50% (\$315,050.00) of the total contract amount.

9. Council is asked to approve a new Professional Services Contract for Project SS7644; Consent Decree and Capital Improvement Program Management Professional Services, as requested by Columbia Water on May 9, 2023. Award to CDM Smith, Inc., in an amount not to exceed \$3,950,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for five additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Consent Decree Program Management - Capital Project Costs (552999-SS764401-658650). The original budget amount is \$4,000,000.00.

CDM Smith, Inc., is the prime and will be providing program management, program control, technical support, project delivery and capital improvement program management, operations and maintenance, information management system support, and as requested miscellaneous consent decree services at 79.63% (\$3,145,467.00) of the total contract amount.

The following subconsultants will provide additional services:



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, will provide documentation standardization assistance and project management support services at 2.93% (\$115,720.00) of the total contract amount.

Blue Cypress Consulting, a Minority Business Enterprise (W) located in Decatur, GA, will provide analysis of existing data services at 1.90% (\$75,110.00) of the total contract amount.

Comprehensive Business Consultants, a Minority Business Enterprise (W) located in Columbia, SC will provide project management support services at 6.72% (\$265,400.00) of the total contract amount.

DESA, Inc. a Minority Business Enterprise (W) located in Columbia, SC will provide document controls, project support, and public outreach services at 4.08% (\$161,207.00) of the total contract amount.

ELL Enterprises, a Minority Business Enterprise (W) located in Chapin, SC will provide EPA lead & copper rule compliance, continual sewer assessment program plan maintenance, computerized maintenance management system, and assets management processes services at 4.74% (\$187,116.00) of the total contract amount.

10. Council is asked to approve a new Contract for Project WM3077; Water Main Construction for Cottontown, as requested by Columbia Water on September 26, 2023. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$5,555,551.68, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 300 days from commencement. This firm is located in Chapin, SC.

Funding Source: Water and Sewer Capital Projects - Water Main Construction for Cottontown (5529999-WM307702-658650). The original budget amount is \$5,555,551.68.

This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc., is the mentor and will provide water line construction services at 49.22% (\$2,278,701.12) of the total contract amount.

J.W. Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide water line construction at 20.0% (\$925,925.28) of the total contract amount.

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

Fortiline, Inc., located in Lexington, SC, will provide pipe and materials at 25.92% (\$1,200,000.00) of the total contract amount.

Reeves Construction, located in Duncan, SC, will provide asphalt at 4.86% (\$225,000.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

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11. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 711 Bluff Road and 950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

Ordinance No.: 2023-070 - Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

First reading approval was given on June 20, 2023.

12. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1200 Heyward Street, formerly known as 101 S. Evans Street; TMS#11301-10-01

Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

First reading approval was given on November 21, 2023.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 5, 2023**

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13. Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences

Endorsed by the Health, Social, and Environmental Affairs Committee on August 22, 2023.

First reading approval was given on November 21, 2023.

14. Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05)

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

First reading approval was given on November 21, 2023.

15. Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01

First reading approval was given on November 21, 2023.

16. Ordinance No.: 2023-129 - Authorizing the City Of Columbia, South Carolina, to Execute and Deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

First reading approval was given on November 21, 2023.

17. Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park

First reading approval was given on November 21, 2023.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

ZONING / PLANNING MATTERS - SECOND READING

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old LeGrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - see staff recommendation)

The public hearing was held on October 17, 2023 and first reading approval was given on November 21, 2023.

ORDINANCES - FIRST READING

19. Ordinance No.: 2023-131 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park Southern Realty Development Corp., 1101 Wayne, LLC, Cola CH Holdings, LLC and VBH Holdings, LLC, Richland County TMS #08916-11-02 and TMS #08916-11-05A (previously referred to as Project Vista Depot)

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

RESOLUTIONS

20. Resolution No.: 2023-093 - Authorizing the City Manager to execute a Memorandum of Understanding between Columbia-Richland 911 Communications and Lexington County 911 Communications



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 5, 2023

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21. Resolution No.: R-2023-092 - Approving the issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of \$12,500,000, in one or more series, pursuant to Section 147(F) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date

APPOINTMENTS

22. Citizens Advisory Committee for Community Development
23. Columbia Housing Authority
24. Planning Commission

OTHER MATTERS

25. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

PUBLIC INPUT

EXECUTIVE SESSION

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

*Soda City
USC/Columbia Technology Incubator*

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

City Manager and City Attorney

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

Safety Program



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 5, 2023**

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29. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

Project Studio

ADJOURNMENT



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the November 21, 2023 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_11212023 (PDF)

Draft

11/29/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

CALL TO ORDER

The Columbia City Council conducted a meeting on Tuesday, November 21, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Howard E. Duvall, Jr. called the meeting to order at 4:03 p.m. and the following members of Council were present: The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. The Honorable Daniel J. Rickenmann, Mayor and The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Peter M. Brown offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to adopt the agenda, subject to deferring consideration of **Item 33** (*Zoning Map Amendment for 2212 Senate Street*) and **Item 46** (*Appointments to the Planning Commission*).

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the October 17, 2023 Work Session and Council Meeting Minutes. - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve the October 17, 2023 Work Session and Council Meeting Minutes.

2. Council is asked to approve the April 11, 2023 Budget Workshop Minutes. - *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Brennan, Council voted unanimously to approve the April 11, 2023 Budget Workshop Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

PRESENTATIONS

3. Mr. Julian H. Heyward Day Proclamation - The Honorable Tina N. Herbert

Mayor Rickenmann and the members of City Council proclaimed November 23, 2023 as Julian H. Heyward Day in the city of Columbia.

Ms. Ida Thompson, Greenview Reunion Foundation honored Mr. Heyward as the oldest living resident of the Greenview Neighborhood with his 102 birthday approaching. She said he was delighted with the drive-by celebration that we had for him last Saturday. We are appreciative of you taking the time to recognize him. He's a wonderful individual with lots of stories to share.

4. Update from the South Carolina Ballet - Mr. William Starrett, CEO & Artistic Director / South Carolina Ballet

Mr. William Starrett, CEO & Artistic Director / South Carolina Ballet thanked the Mayor and City Council for the hospitality tax dollars that helped the South Carolina Ballet have their biggest year to date. The South Carolina Ballet is the largest employer of artists in our state. He introduced the company manager, ballet master, as well as dancers from the company. He said we're in the middle of our Nutcracker Tour and on Thursday and Friday we will be performing for 4,500 children at the Koger Center. We're already booked for 9 cities next year and we're already sold out for a performance in Florence on December 14. People are discovering how amazing the art form is. Next year, we're bringing back Motown Ballet as our bow to diversity, which is so important. In the spring, we're doing Snow White and then we have the world premiere of Elvis Presley. In terms of economic impact, we perform the most amount of times out any local arts organization. So many people reach out to us and many of them eat and drink before and after the performances. We couldn't reach them if we didn't have the marketing dollars.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to recognize city of Columbia employees on their years of service.

Mr. Henry Simons, Assistant City Manager of Operations said I cannot do what I do without someone that works with me every day. She is truly appreciated and is the engine behind what Operations does. Help me congratulate Ebony Kelly on 25 years with the city of Columbia.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Ms. Teresa Wilson City Manager recognized Jeff Palen, Assistant City Manager for Financial Services / Chief Financial Officer for 15 years of service. She said Jeff is very important to me personally. He stands quite nobly for me when asked. Jeff's ability to know money matters but explain it in a way that myself, the staff, and the elected body can understand has been very helpful.

CONSENT AGENDA ITEMS 5 THROUGH 29

Councilor Duvall reminded Council of his fear that we are biting off more than the city of Columbia can chew. **Item 9** (*Contract for Rapid Shelter Security Services*) is \$640,000. This is just one of the expenses we have in dealing with the homeless situation. We need a concerted state and federal effort to support homeless services. I plan to vote for this because it is necessary.

Ms. Teresa Wilson, City Manager noted that Mayor Rickenmann asked to highlight **item 11** (*Construction Contract for Randall Avenue Pocket Park*). He wanted to make sure the community understands the investment we are putting back into our neighborhoods. This is a wonderful example of a park that will contribute to the quality of life in that community.

Councilor Brown said Woodcreek Farms is part of District Four and there has been a 20 year hangover with the developer. It is important to talk about our investment into this area of the city. I want to give the Mayor credit for advocating for the folks at Woodcreek Farms and for righting some of the wrongs we weren't responsible for.

Mr. Robert Anderson, Public Works Director said **item 21** (*Construction Contract for Woodcreek Farms Road Rebuild Project*) is a complete rebuild project. Recently, the County Transportation Commission agreed to fully fund this project. We met with the neighborhood several times and they are aware that this is going to be a dusty and dirty project. We will provide weekly posts to the neighborhoods.

Upon a single motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted to unanimously to approve **Consent Agenda Items 5 through 29**.

5. Council is asked to approve a Purchase of Storage Area Network Support Maintenance Services, as requested by the Information Technology Department on October 20, 2023. Award to Hewlett Packard Enterprise Company using the SC State Contract in the amount of \$71,585.08. This vendor is located in Palo Alto, CA. – *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (101120-638200). The original budget amount is \$71,585.08.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

6. Council is asked to approve a new Contract for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on September 9, 2023. Award to Environmental Systems Research Institute, Inc., using the SC State Contract in the amount of \$112,020.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date seven months from commencement and the option to renew for two additional one-year periods. This vendor is located in Redlands, CA. – *Approved*

Funding Source: Police Administrative Services-Software License (1012402-627510) \$3,630.00; Development Services-Maintenance and Service Contract (1014101-638200) \$3,740.00; Engineering-Water System Improvement-Software License (5516220-627510) \$28,270.00; Utilities Water Distribution and Maintenance-Software License (5516203-627510) \$7,700.00; Traffic Engineering-Maintenance and Service Contract (1013203-638200) \$2,447.50; Public Works Administration-Software License (1011124-627510) \$2,062.50; Streets-Storm Drains-Maintenance and Service Contract (5534203-638200) \$220.00; Emergency Management-Software License (1012201-627510) \$1,100.00; Geographic Information System-Maintenance and Service Contract (5511121-638200) \$48,660.00; Utilities Wastewater Maintenance-Software License (5516205-627510) \$14,190.00. The original budget amount \$112,020.00.

7. Council is asked to approve additional funding for Cloud Hosting Services, as requested by the Budget, Program Management and Grants Office on October 30, 2023. Award to Hansen Banner, LLC in the amount of \$132,102.00. The current term of the automatic annual renewal agreement ends on June 30, 2024. This vendor is located in Allentown, PA. – *Approved*

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The current budget amount is \$132,102.00.

8. Council is asked to approve an American Rescue Plan Act of State and Local Fiscal Recovery Fund Sub-award Agreement in support of providing enhanced social and physical engagement for older adults at the Lourie Center, as requested by the Budget, Program Management & Grants Department. Award to Senior Resources in the amount of \$150,000.00 per year for three (3) years in a total amount of \$450,000.00. - *Approved*

Funding Source: American Rescue Plan Act (2619999-ARPA202311).

Endorsed by the Health, Social, and Environmental Affairs Committee on June 27, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

9. City Council is asked to approve a new Professional Services Contract for Rapid Shelter Security Services, as requested by the Columbia Police Department on November 3, 2023. Award to Universal Protection Services dba Allied Universal Security using the General Services Administration Cooperative Contract in an amount not to exceed \$640,000.00, which includes contingency. The initial term of the agreement will take effect upon the issuance of a Notice to Proceed with an end date one-year from commencement with the option to renew for three (3) additional one-year periods. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is \$640,000.00

10. Council is asked to approve a new Professional Services Contract for a Parks and Recreation Ten-Year Master Plan, as requested by the Parks and Recreation Department on November 29, 2022. Award to Weston and Sampson Engineers, Inc. in an amount not to exceed \$111,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date ten months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC. – *Approved*

Funding Source: Parks and Recreation Administration - Professional Services (1015101-636600). The original budget amount is \$111,500.00.

Weston and Sampson, Engineers, Inc. is the prime and will provide existing conditions analysis, community recreation needs assessment, and report services at 62.03% (\$69,160.00) of the total contract amount.

The following subconsultants will provide additional services:

4D Engineering, LLC, a Minority Business Enterprise (W) of Lexington, SC will provide park system inventory and capital improvement planning services at 10.17% (\$11,340.00) of the total contract amount.

P.J. Noble and Associates, Inc., a Minority Business Enterprise (W) of Columbia, SC will provide public outreach services at 4.48% (\$5,000.00) of the total contract amount.

RRC Associates, Inc. of Boulder, CO will provide a statistically valid survey at 23.32% (\$26,000.00) of the total contract amount.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

11. Council is asked to approve a new Construction Contract for the Randall Avenue Pocket Park, as requested by the Parks and Recreation Department on September 15, 2023. Award to Southern Vistas, Inc., in an amount not to exceed \$270,074.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Parks and Recreation - Capital Project Costs (4039999-PK121201-658650) \$252,074.00 and Community Development Block Grant (CDBG) \$18,000.00. The original budget amount is \$270,074.00.

Southern Vistas, Inc. is the prime contractor and will provide landscaping and concrete services at 58.26% (\$151,932.00) of the total contract amount.

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

K.R. Services, LLC, located in Columbia, SC, will provide steel erection at 7.98% (\$20,800.00) of the total contract amount.

Churchich Recreation, located in Charleston, SC, will provide a polygon shelter at 28.76% (\$75,000.00) of the total contract amount.

RH Smith Lumber Company, located in West Columbia, SC, will provide fencing materials at 2.00% (\$5,215.00) of the total contract amount.

Concrete Supply, located in Columbia, SC, will provide concrete at 3.00% (\$7,823.00) of the total contract amount.

12. Council is asked to approve a new Construction Contract for Project PK006705; Owens Field Athletic Park Revitalization Phase 1, as requested by the Parks and Recreation Department on July 20, 2023. Award to Chason Landscaping, LLC, in an amount not to exceed \$900,000.00, which includes contingency. The initial term of the contract will take effect upon the issuance of the Notice to Proceed with an end date of August 31, 2024 and the option to renew for one additional one-year period. This contractor is located in Columbia, SC. – *Approved*

Funding Source: General Capital Projects - Owens Field Site/Park Improvement Phase I - Capital Project Costs (4039999-PK006705-658650). The original budget amount is \$900,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

13. Council is asked to approve new Sole Source Contracts, as requested by various City Departments. Award to the following vendors in the total amount of \$342,171.30. – *Approved*

Item	Vendor and Location	Description	Term	Amount
a.	Blanchard CAT Fremont, CA	Generator repairs needed at several Pump Stations, as requested by Columbia Water on July 31, 2023.	(7/1/23 - 6/30/24) The initial term is for one year with the option to renew for one additional one-year periods.	\$168,629.38
<i>Funding Source: Utility Lake Murray Water Plant – Maintenance & Service Contracts (5516207-638200). The original budget amount is \$168,629.38.</i>				
b.	WC Equipment Sales Inc. Columbia, SC	New Vaughn Pump, replacement parts/products, preventative / repair maintenances services, as requested by Columbia Water on September 6, 2023.	(10/1/2023 - 6/30/2024) The initial term is 9 months with the option to renew for one additional one-year period.	\$53,856.64
<i>Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5516287-658300). The original budget amount is \$53,856.64</i>				
c.	Ross Valve Troy, NC	Pressure relief valves, maintenance kits & seat rings, discs & packing for PRV sites and the Canal and Lake Murray Water Treatment Plant sites, as requested by Columbia Water on September 27, 2023.	(9/5/2023 - 6/30/2024) The initial term is 10 months, with the option to renew for one additional one-year period.	\$50,441.08
<i>Funding Source: Utilities Lake Murray Water Plant – Small Hand Tools/ Other Equipment (5516207-623100) \$25,220.50. Utilities Columbia Canal Water Treatment Plant – Small Hand Tools/Other Equipment (5516206-623100) \$25,220.50. The original budget amount is \$50,441.08.</i>				
d.	Municipal Emergency Services, Inc. Columbia, SC	Target Solutions Comprehensive Suite of web-based solutions used to track and maintain training and ISO records, as requested by the Columbia Fire Department on October 10, 2023.	(11/21/2023 - 6/30/2024) The initial term is 7 months, with the option to renew for one additional one-year period.	\$69,244.20
<i>Funding Source: Fire Suppression – Software License (1012303-627510) \$34,622.10. Fire Administration County – Software License (2082301-627510) \$34,622.10. The original budget amount is \$69,244.20.</i>				
Total Amount:				\$342,171.30



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

14. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Sourcewell Cooperative Contract in the amount of \$648,532.00 - *Approved*

Item	Vendor and Location	Vehicle	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Four 2023 F-150 Super Duty XL 4WD Super Crew Trucks, as requested by the Columbia Police Department on September 12, 2023.	\$194,204.00
<i>Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is \$194,204.00.</i>			
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by the Columbia Police Department on September 12, 2023.	\$52,150.00
<i>Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is \$52,150.00.</i>			
c.	Blanchard Machinery Company West Columbia, SC	Motor Grader (Weilier G65), as requested by the Public Works Department for the Street Division on September 28, 2023.	\$222,603.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$222,603.00.</i>			
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by Columbia Water for the Water Distribution Division on September 26, 2023.	\$52,052.00
<i>Funding Source: Meter Reading – Auto, Trucks, Heavy Equipment - Capital (5516202-658500). The original budget amount is \$52,052.00.</i>			
e.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Super Duty F-250 SRW XL 4WD Crew Cab Trucks, as requested by the Columbia Fire Department on October 5, 2023.	\$71,341.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$71,341.00.</i>			
f.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit RWD Cargo, as requested by the Parks & Recreation Department on October 6, 2023.	\$56,182.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$56,182.00.</i>			
Total			\$648,532.00



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

15. Council is asked to approve Contract Amendment #4 for Project SS7382; Design of the Wastewater Compliance and Lift Station Maintenance Facility, as requested by Columbia Water on September 27, 2023. Award to Goodwyn Mills & Cawood, LLC in the amount of \$71,000.00. The current term of the contract ends on December 31, 2023 and this amendment extends the contract base period to December 31, 2024. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects - Compliance and Lift Station Maintenance - Capital Project Costs (5529999-SS738202-658650). The current budget amount is \$382,915.00. The budget amount for this amendment is \$71,000.00. The total revised budget amount is \$453,915.00.

The Columbia Disadvantaged Business Enterprise (CDBE) project goal of 10% was exceeded at 22.4% of the original contract amount of \$330,000.00. With the approval of this contract amendment, the CDBE percentage is 20.09% of the revised contract amount of \$453,915.00.

Goodwyn Mills & Cawood, LLC is the prime and will provide architectural services at 44.08% (\$31,300.00) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, Inc., a Minority Business Enterprise and a Columbia Disadvantaged Business Enterprise (CDBE) of Columbia, SC, will provide floodplain mitigation engineering and structural engineering services at 10.49% (\$7,450.00) of the amendment amount.

Rebecca M. Looney & Associates, a Minority Business Enterprise (W) and a Columbia Disadvantaged Business Enterprise (CDBE) of Ballentine, SC, will provide landscape architecture services at 9.51% (\$6,750.00) of the amendment amount.

Swygert & Associates, of Cayce, SC, will provide mechanical engineering services at 2.11% (\$1,500.00) of the amendment amount.

Belka Engineering Associates, of Columbia, SC, will provide electrical engineering services at 4.23% (\$3,000.00) of the amendment amount.

Goodwyn Mills & Cawood, LLC (Civil), of Columbia, SC, will provide civil engineering services at 29.58% (\$21,000.00) of the amendment amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

16. Council is asked to approve a new Construction Contract for Project WM4773; Fire Hydrant Replacements within Water Maintenance Districts 2 & 5, as requested by Columbia Water on September 27, 2023. Award to Carolina Tap & Bore, Inc., in an amount not to exceed \$589,339.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in West Columbia, SC. – *Approved*

Funding Source: Columbia Water (5529999-WM477301-658650). The original budget is \$589,339.80.

Carolina Tap & Bore, Inc. is the prime contractor and will provide fire hydrant replacements at 60.29% (\$296,116.50) of the contract amount.

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

Fortiline Waterworks, located in Columbia, SC, will provide materials at 29.73% (\$146,000.00) of the total contract amount.

LG Utility Contractors, Inc., a Minority Business Enterprise (W) located in Chapin, SC, will provide fire hydrant replacements at 9.98% (\$49,000.00) of the total contract amount.

17. Council is asked to approve a new Construction Contract for Project WM4772; Fire Hydrant Replacements within Water Maintenance Districts 1 & 4, as requested by Columbia Water on September 27, 2023. Award to GH Smith Construction, Inc., in an amount not to exceed \$880,200.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Columbia Water (5529999-WM477301-658650). The original budget amount is \$880,200.00.

GH Smith Construction, Inc., is the prime contractor and will provide fire hydrant replacement at 55.70% (\$408,593.89) of the contract amount.

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

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, will provide fire hydrant installation at 10.00% (\$73,350.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide hydrants/fittings and valves at 31.43% (\$230,556.11) of the total contract amount.

Argos, located in Columbia, SC, will provide concrete at 2.18% (\$16,000.00) of the total contract amount.

Reeves Construction, located in Columbia, SC, will provide asphalt at 0.69% (\$5,000.00) of the total contract amount.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

18. Council is asked to approve Contract Amendment #1 for Project SD8450; Stormwater Program Management Services, as requested by Columbia Water on September 29, 2023. Award to Woolpert, Incorporated in the amount of \$2,040,000.00. This is year two of the initial contract term and this amendment provides funding for year two. The initial term of the contract ends on October 23, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control - Project Management System Improvements Project - Capital Project Costs (5549999-SD845001-658650) \$1,830,000.00; Engineering Storm Water Improvements - Special Contracts-W/S, SW (5534202-638305) \$210,000.00. The current budget amount is \$1,948,000.00. The budget amount for this amendment is \$2,040,000.00. The total revised budget amount is \$3,988,000.00.

Woolpert, Inc. is the prime consultant and will provide capital improvement project services, asset management program services, program management, and other services at 85.85% (\$1,751,319.57) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide engineering, inventory, mapping, easement/right-of-way, and construction management services at 7.39% (\$150,870.00) of the amendment amount.

HDR, Inc., located in Columbia, SC, will provide public outreach, easement/right-of-way, low impact development, green stormwater infrastructure design and evaluation, and public/private partnership services at 0.70% (\$14,271.08) of the amendment amount.

P.J. Noble & Associates, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide public meetings and outreach services at 4.43% (\$90,339.34) of the amendment amount.

Southern Commercial Development, LLC, a Minority Business Enterprise (W) located in Lexington, SC, will provide traffic control services at 0.16% (\$3,200.01) of the amendment amount.

Clemson University, located in Clemson, SC, will provide public/private partnership and student education services at 1.47% (\$30,000.00) of the amendment amount.

19. Council is asked to approve Contract Amendment #9 for Project SS733702; East Rocky Branch Sewer Improvements Phase II, as requested by Columbia Water on October 3, 2023. Award to Hussey Gay Bell in the amount of \$96,000.00. The current term of the contract ends on December 31, 2023. This firm is located in Columbia, SC. – *Approved*



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Funding Source: Water & Sewer Capital Projects - East Rocky Branch Imp Phase 02 - Capital Project Cost (5529999-SS733702-658650). The current budget amount is \$1,827,000.00. The budget amount for this amendment is \$96,000.00. The total revised budget amount is \$1,923,000.00.

This is a Mentor Protégé Program project. Hussey Gay Bell is the mentor and will provide engineering services in construction at 50.00% (\$48,000.00) of the amendment amount.

Civil Engineering of Columbia, located in Columbia, SC, is the protégé and will provide assistance with construction administration and inspections at 50.00% (\$48,000.00) of the amendment amount.

20. Council is asked to approve Change Order #6 Final for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on September 7, 2023. Award to S. J. Louis Construction in the amount of \$374,588.50. The current term of the contract ends on December 26, 2023. This firm is located in Rockville, MN. – *Approved*

Funding Source: Water & Sewer Capital Projects - Rocky Branch Imp Phase 02 - Capital Project Costs (5529999-SS733702-658650). The current budget amount is \$21,897,459.48. The budget amount for this change order is \$374,588.50. The total revised budget amount is \$22,272,047.98.

21. Council is asked to approve a new Construction Contract for Woodcreek Farms Road Rebuild Project, as requested by the Public Works Department on July 21, 2023. Award to Lynches River Contracting, Inc., in an amount not to exceed \$2,618,316.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 90 days from commencement. This contractor is located in Pageland, SC. – *Approved*

Funding Source: Public Works-Street Division (4079999-SR194201-658650). Reimbursement funding for this project is coming from the CTC (County Transportation Committee). The original budget is \$2,618,316.00.

Lynches River Contracting, Inc. is the prime contractor and will provide paving services at 93.77% (\$2,046,025.50) of the contract amount.

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

Benton Concrete & Utilities, LLC, located in Conway, SC, will provide concrete flatwork at 1.86% (\$40,655.00) of the total contract amount.

Straight Line, Inc., a Minority Business Enterprise located in Conway, SC, will provide pavement markings at 0.23% (\$5,000.00) of the total contract amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

Villager Construction, located in Fairport, NY, will provide milling at 4.14% (\$90,249.50) of the total contract amount.

22. Council is asked to Ratify Thirteen (13) Emergency Procurements for the repair of waterlines, roadways, and meter relocations throughout the City, as requested by various City Departments. Award to the lowest responsive bidder for each project in a total amount of \$3,993,110.70. – *Approved*

Item	Vendor and Location	Description	Amount
a.	Pulliam Restoration Columbia, SC	Water damage repair at 2221 Devine Street, as requested by Support Services on August 7, 2023.	\$206,721.98
<i>Funding Source: General Support Services – Building Maintenance Repair (1011201-638100). The original budget amount is \$206,721.98.</i>			
b.	Lake Murray Utilities Chapin, SC	Replacement of a 12" waterline on Wheat Street, as requested by Columbia Water on August 8, 2023.	\$303,303.92
<i>Funding Source: Water & Sewer Capital Projects – Capital Projects Cost (5529999-658650). The original budget amount is \$303,303.92.</i>			
c.	Vortex Services Tampa, FL	Lining of an existing of a 72" storm drainage pipe on Cherokee Street between Hampton and Washington Streets, as requested by Columbia Water on August 9, 2023.	\$792,553.70
<i>Funding Source: Storm Water Improvements Capital Projects Cost – Capital Projects Cost (5549999-658650). The original budget amount is \$792,533.70.</i>			
d.	Carolina Tap & Bore West Columbia, SC	Replacement of a 16" waterline on Woodlake Bridge, as requested by Columbia Water on August 10, 2023.	\$536,611.32
<i>Funding Source: Water & Sewer Capital Projects – Capital Projects Cost – 16" WM for 1600/1700 Woodlake (5549999-WM4734701-658650). The original budget amount is \$536,611.32.</i>			
e.	Carolina Tap & Bore West Columbia, SC	Installation of new 6" waterlines on Cokesbury Drive, Chesnee Drive, and Barksdale Drive, as requested by Columbia Water on September 28, 2023.	\$412,246.80
<i>Funding Source: Water & Sewer Capital – Capital Projects Cost – WM along Cokesbury/Chesnee/Barksdale (5529999-WM473901-658650). The original budget amount is \$412,246.80.</i>			
f.	Carolina Tap & Bore West Columbia, SC	Replacement of a 24" waterline on Harden Street, as requested by Columbia Water on September 28, 2023.	\$549,105.48
<i>Funding Source: Water & Sewer Capital Projects – Harden Street 24" Lock Joint Relocation – Capital Project Costs (5529999- WM474901-685650). The original budget amount is \$549,105.48.</i>			
g.	CR Jackson Columbia, SC	Repair and replacement of a 6" waterline located within the intersection of St. Andrews and Lake Murray Blvd, as requested by Columbia Water on August 10, 2023.	\$409,678.50
<i>Funding Source: Water & Sewer Capital – Capital Projects Cost – WM at St. Andrews/Lake Murray (5529999-WM475801-658650). The original budget amount is \$409,678.50.</i>			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

h.	TCO Construction Sumter, SC	Installation of a 6" waterline on Norse Way, as requested by Columbia Water on August 23, 2023.	\$102,252.78
<i>Funding Source: Water & Sewer Capital – Capital Projects Cost – 6" WM for Norse Way Cul-de-Sac (5529999-WM475601-658650). The original budget amount is \$102,252.78.</i>			
i.	Trane Columbia, SC	Replacement of 3 HVAC systems at Hyatt Park, as requested by Support Services on September 7, 2023.	\$83,243.16
<i>Funding Source: Support Services Public Building – Maintenance & Contract Services (5511219-638200). The original budget amount is \$83,243.16.</i>			
j.	Lake Murray Utilities Chapin, SC	Installation of a 6" waterline on Forest Drive, as requested by Columbia Water on August 2, 2023.	\$207,066.00
<i>Funding Source: Water & Sewer Capital Projects – Forest Drive Water Main Upgrade – Capital Project Costs (5516208-WM472901-625600). The original budget amount is \$207,066.00.</i>			
k.	Powerhouse Mechanical Repair Inc. Charlotte, NC	Aeration Blower rebuild for three blowers, as requested by Columbia Water on July 24, 2023.	\$74,635.75
<i>Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208 -631800). The original budget amount is \$74,635.75.</i>			
l.	LAD Construction Swansea, SC	Installation of a 6" waterline and service renewals on Golden Court, as requested by Columbia Water on August 9, 2023.	\$100,200.00
<i>Funding Source: Water & Sewer Capital Projects – WM Upgrade/Service Renew along Golden Court – Capital Project Costs (5529999- WM474701-685650). The original budget amount is \$100,200.00.</i>			
m.	Xylem Water Solutions Charlotte, NC	Repair of the Flygt ACT Transport PMA pump and repair of the cables/hoses at West Columbia Pump Station, as requested by Columbia Water on October 3, 2023.	\$155,491.31
<i>Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5329999-658300). The original budget amount is \$155,491.31.</i>			
Total Amount:			\$3,993,110.70



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

23. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3214 Bluff Road; TMS#13500-02-02 – *Approved on second reading.*

Ordinance No.: 2023-118 - Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned M-1 by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.

24. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3650 Bluff Road; TMS#13510-01-02 – *Approved on second reading.*

Ordinance No.: 2023-119 - Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned GC by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

25. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 118 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32 – *Approved on second reading.*

Ordinance No.: 2023-121 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No.: 2023-074 enacted July 18, 2023- Approved on second reading.

Council District: 3

Proposal: Request to confirm future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently assigned an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

Annexation

PC Recommendation: 06/08/2023; Approval (7-0)

First Reading: 06/20/2023; Approved

Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

26. ZONING MAP AMENDMENT CONFIRMATION for 118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32 – *Approved on second reading.*

Ordinance No.: 2023-122 - Amending the Official Zoning Map to confirm the zoning for 118, 118 1/2, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023 – Approved on second reading.

Council District: 3

Proposal: Request to confirm the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP). The properties are currently assigned an interim zoning classification of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP).



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation

PC Recommendation: 06/08/2023; Approval (7-0)

First Reading: 06/20/2023; Approved

Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

27. **ZONING TEXT AMENDMENT for 1531 Taylor Street, TMS#11403-13-09 – *Approved on second reading.***

Ordinance No.: 2023-124 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks – Approved on second reading.

Council District: 2

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Seth Rose, property owner

Staff Recommendation: Approval

D/DRC Recommendation: 08/17/2023; Approval (4-0)

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - recommendation section)

First reading approval was given on October 17, 2023.

28. **Ordinance No.: 2023-093 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of - *Approved on second reading.***

Endorsed by the Public Safety Committee on September 26, 2023.

First reading approval was given on October 17, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

29. Ordinance No.: 2023-123 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee – *Approved on second reading.*

First reading approval was given on October 17, 2023.

ZONING / PLANNING MATTERS - FIRST READING

30. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04 – *Approved on first reading.*

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old LeGrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - see staff recommendation section)

The public hearing was held on October 17, 2023 and first reading was deferred.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted four to one [4 to 1] to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04 **and** Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. Voting aye were Mr. Brown, Ms. Herbert, Dr. Bussells, and Mr. Brennan. Mr. Duvall voted nay.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 4:37 p.m.

31. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1200 Heyward Street, formerly known as 101 S. Evans Street; TMS#11301-10-01 – *Approved on first reading.*

Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, And Zoning Map Amendment for 1200 Heyward Street, formerly known as 101 S. Evans Street; TMS#11301-10-01 **and** Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

32. ZONING MAP AMENDMENT for 2401 Gadsden Street, 701 Chester and NX701 Chester TMS# 09012-01-16, 09012-01-15, and 09012-01-14 – *Denied*

Ordinance No.: 2023-127 - Amending the Official Zoning Map to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14 - Denied

Council District: 1

Proposal: Request to rezone the property from Residential Single Family- Small Lot District (RSF-3) to Mixed-Use District, (MU-2)

Applicant: Jennifer Powers, owner

Staff Recommendation: Denial

PC Recommendation: 10/30/2023; Denial (7-0)

Mr. Joe Checra, Elmwood Park resident asked that City Council not change the zoning to mixed use and keep them residential. This will protect our property values and quality of life. We have commercial growth all around us. These lots are more into the neighborhood and would bring more noise and traffic into the neighborhood.

Ms. Jennifer Powers, owner said these properties have been a bit of an albatross. When I purchased the properties, it was discovered that the city has a sewer line over the lower half of the property. It is undevelopable because of the city's sewer line. The property on the corner has been the VFW since the late twenties or thirties. It is a commercial property with no residential value. I have maintained a business and a business license across the street. I have used this building since 2015. I applied for and was given a new sewer tap in 2020. I don't see how the city can change my zoning since I bought these.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

Ms. Krista Hampton, Director of Planning and Development Services explained that staff reviewed this and the future land use plan shows this as a residential lot. The structure is a condition that can be found in many of our historic districts. Those are sometimes converted into residences. The MU-1 was down zoned significantly. It used to be light industrial. The adjacent properties had been planned unit development residential (PUD-R). It was restricted to residential use at the time and that is why staff made that recommendation.

Councilor Herbert said the sewer line was already there when you purchased the property. The city attorney confirmed that we cannot use public dollars for private benefit.

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to deny the Zoning Map Amendment for 2401 Gadsden Street, 701 Chester and NX701 Chester TMS# 09012-01-16, 09012-01-15, and 09012-01-14 **and** Ordinance No.: 2023-127 - Amending the Official Zoning Map to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14.

33. ZONING MAP AMENDMENT for 2212 Senate Street TMS#11410-22-06 – *Consideration of this item was deferred.*

Ordinance No.: 2023-128 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS# 11410-22-06 – Consideration of this item was deferred.

Council District: 2

Proposal: Request to rezone the property from Residential Single Family - Small Lot District (RSF-3) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP) to Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)

Applicant: Miles Madden, Felix Allen Capital, LLC and Timothy Webb, More Than 9 to 5, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (5-2)

Council closed the Public Hearing at 4:49 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

PUBLIC HEARING & ORDINANCE FIRST READING

34. Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences – *Approved on first reading.*

Endorsed by the Health, Social, and Environmental Affairs Committee on August 22, 2023.

Councilor Bussells said the Health, Social, and Environmental Affairs Committee received an overview of this process and we feel confident that it is a sustainable and affordable way to clear up land. With the right awareness and notification to neighbors, this could be an awesome tool for different communities to use.

Councilor Herbert made a motion to give first reading approval to Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences, as amended to add the following language: Notwithstanding the preceding prohibition, the use of one joule or less, low impedance, pulse type, properly grounded energizers and electrified low voltage fencing shall be allowed if permitted pursuant to a prescribed Grazing Permit as provided for in City Code Section 4-37.

Council opened the Public Hearing at 4:52 p.m.

Mr. Jacob Porter, Green Goat Land Management, LLC said we are now a federal contractor working with the Coast Guard in Charleston. They had a congressional delegation, DHEC and OSHA come out. DHEC liked it better than using chemicals. OSHA did not have a problem with our fencing or the energizers because they were properly grounded.

Council closed the Public Hearing at 4:54 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences, as amended to add the following language: *Notwithstanding the preceding prohibition, the use of one joule or less, low impedance, pulse type, properly grounded energizers and electrified low voltage fencing shall be allowed if permitted pursuant to a prescribed Grazing Permit as provided for in City Code Section 4-37.*

ORDINANCES - FIRST READING

35. Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05) – *Approved on first reading.*

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05).

36. Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01 – *Approved on first reading.*

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

37. Ordinance No.: 2023-129 - Authorizing the City of Columbia, South Carolina, to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2023-129 - Authorizing the City Of Columbia, South Carolina, to Execute and Deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto.

38. Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park.

RESOLUTIONS

39. Resolution No.: R-2023-088 - Authorizing and approving the City Manager's execution of a Waiver of the City's Right to Repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2023-088 - Authorizing and approving the City Manager's execution of a Waiver of the City's Right to Repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

40. Resolution No.: R-2023-089 - Amending Resolution No.: R-2023-036, a Resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters - *Approved*

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2023-089 - Amending Resolution No.: R-2023-036, a Resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement Between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters.

41. Resolution No.: R-2023-090 - Adopting the Office of Business Opportunities Stimulus Program - *Approved*

Endorsed by the Community Development Committee on October 3, 2023.

Councilor Herbert said this is the Grocery Store Business License Rebate Program. We all know the challenges we had with bringing grocery stores to certain areas within the city. This will allow grocery stores to receive a rebate on their business licenses. It is a 100% rebate for new grocery stores and 75% for existing grocery stores. This is one of the tools to help attract grocery stores.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-090 - Adopting the Office of Business Opportunities Stimulus Program.

42. Resolution No.: R-2023-091 - Authorizing the City Manager to execute and to file a Request for Exclusion and other such documents as necessary for the City of Columbia, South Carolina to opt out of the nationwide class settlements related to Per- and Polyfluorinated Substances (PFAS) - *Approved*

Councilor Duvall explained that this is a legal step that the city is taking at the advice of counsel to take us out of class settlement and allow us to seek a better judgement for the city of Columbia as the PFAS problem gets further downstream.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 21, 2023

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2023-091 - Authorizing the City Manager to execute and to file a Request for Exclusion and other such documents as necessary for the City of Columbia, South Carolina to opt out of the nationwide class settlements related to Per- and Polyfluorinated Substances (PFAS).

EVENT RESOLUTIONS

43. Resolution No.: R-2023-072 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023 - *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-072 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023.

APPOINTMENTS

44. Columbia Prepares Advisory Committee

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve the reappointment of Ms. Amy Husmann for a two year term and the appointment of Mr. Harry Tinsley, Director of Emergency Management; Ms. Tiffany Latimer, Director of Water Customer Services; Mr. Todd Beiers, Building Official; and Ms. Krista Hampton, Director of Planning and Development Services to the Columbia Prepares Advisory Committee.

45. Historic Columbia Foundation

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Ms. Julie Tuttle to the Historic Columbia Foundation for a four year term.

46. Planning Commission – *Consideration of this item was deferred.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

47. Riverbanks Zoo

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve the reappointment of Mr. Mike Velasco to the Riverbanks Zoo Commission for a six year term.

OTHER MATTERS

48. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118. - *Denied*

Councilor Bussells said I would like to make a motion to deny. Ms. Wolley did not complete the application and there are other concerns that we have.

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to deny a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118.

49. Council is asked to approve the Proposed Meeting Schedule for 2024. - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve the Meeting Schedule for 2024.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

There were no committee reports, referrals or new business.

PUBLIC INPUT

Mr. Wade Fulmer said the issue is non-enforcement of the nuisance code by animal control. I was 73 when the barking started. I am now 75. The barking has de-escalated some but it continues. I could not get animal control to write a ticket until I went to the police department. They are not doing their job and it is causing problems.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 21, 2023**

ADJOURNMENT

The meeting was adjourned at 5:13 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the April 18 and 25, 2023 Budget Workshop Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_04182023_BWS (PDF)
- **#b:** MN_04252023_BWS (PDF)

Draft

12/01/2023



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 18, 2023**

CALL TO ORDER

The Columbia City Council held a Budget Workshop on Tuesday, April 18, 2023 at City Hall (Mayor's Conference Room), Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 11:13 a.m. and the following councilmembers were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert and The Honorable Peter M. Brown. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

Councilor Duvall recognized student reporters from *The Carolina News and Reporter*.

Councilor Bussells wished Councilman Duvall a happy 80th birthday.

1. Columbia Police Department Update - Mr. William H. "Skip" Holbrook, Chief of Police
 - a) *Staffing, Recruitment and New Opportunities*

Mr. William H. "Skip" Holbrook, Chief of Police introduced Major George Drafts of the Administrative Bureau and the members of the Recruiting Unit: Corporal Rebecca Robinson, Master Police Officer Ashley Maddox, and Sergeant Harry Delage. He said this is my ninth year and the support I have received has been unwavering; whether it is the incredible pay plan or our fleet improvement. We ordered another 28 vehicles and we are well on our way to one person, one car. We are also getting rid of aged fleet. You helped us to leverage technology. We are still recovering from national issues involving law enforcement. We are unique with five colleges and universities, trauma hospitals, state government, sporting events, a growing homeless population, and gun crime. This is a lot for a department that struggles with staffing. We have 99 vacancies. However, diversity stands at 41% with 20% being women. Our 30 by 30 initiative is tracking well. Our applicants are better than last year. Earlier this year, we embarked upon a workload study with the ISS Agency to review how we are policing 137,000 people within 100⁺ square miles. We have four regions and 30 patrol zones. We are looking at the types of calls, the time spent on calls, the number of officers, and their time off. They are going from call to call with only 7% of their shift



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 18, 2023

allowing for down time. The optimal ratio is using one-third of a shift to answer calls; one-third to complete reports from the calls; and the other one-third being proactive and doing community policing. A lot of special property checks deal with the homeless. We answered over 11,000 alarms and 95% were false alarms. We responded to 3,400 people in mental health crisis and conducted 1,000 mental health transports. We respond to other events including over 1,600 auto break-in delays and 8,000 collisions per year. The Richland County Sheriff's Department does not respond to traffic investigations. We should consider what we are statutorily required to respond to and what the shared responsibilities with our public are. As it relates to alarm calls, we have to change that behavior. We have looked at software that is compatible with our CAD system and it will require modification of our ordinance to establish a graduated notification and fine system. We are looking to outsource the prisoner and mental health transports and private property collisions where there is no damage. A red light camera pilot program could be game changing for our city.

There was a discussion about alternative response solutions that would take pressure off of sworn personnel, repeat offenders of false alarm calls, outsourcing responses to false alarm calls and special property checks, escorts, code enforcement credentials, mandatory online reporting, the use of cellphones while driving, and ensuring proper follow-up if contractors are utilized.

Mr. William H. "Skip" Holbrook, Chief of Police highlighted the recruiting team and the lateral hiring strategy that was implemented to encourage sworn officers to transfer from other agencies. The Recruiting Unit has held a lot of career fairs during the first quarter. We partnered with a marketing firm to develop a strategy for new hires. This includes a video, recruiting fairs, 6,000 emails to transitioning military personnel, radio advertising, signage, posters and online advertising.

b) Special events

Mr. William H. "Skip" Holbrook, Chief of Police said the Columbia Police Department participated in 321 special events last year, allocated over 15,000 man hours, and vetted 389 special event alcohol permits. Other city departments are equally taxed. The use of permanent bollards for downtown and Five Points would replace the use of vehicles and people at barricades.

Ms. Teresa Wilson, City Manager said we have done the research previously. I want your feedback and to make sure you are comfortable with incorporating a fee structure for some of these tasks.

Mr. William H. "Skip" Holbrook, Chief of Police said it is critical for us to look at alternative response models and create equity within our regions. The regions are divided among council lines but we want to create boundaries and also review facilities and how they impact recruiting.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 18, 2023

Ms. Missy Caughman, Director of Budget, Program Management and Grants said the city of Columbia has a lot of events and activities in our communities. Various city departments assist with these events and activities, usually at no cost to the host. Event types range from block parties to walks, runs and races, religious events and festivals. We collect fees for the rental of city facilities, police services, parade permits and fire prevention and fire marshal services. Types of services performed include the delivery of barricades, use of mobile stage and sound system, facility and grounds setup, traffic control, public safety, and services that include the use of city equipment and staff time. Other cities charge additional fees for the rental of traffic control devices, roll cart rental and delivery, event venue setup, equipment usage, filming permits, and commercial filming. Next steps include working with departments on the fee structure and working with the Legal Department to draft city ordinances.

There was a request for staff to come back with options that include the installation of bollards and to identify a point of contact for these services.

Ms. Teresa Wilson, City Manager said we will bring the proposed fees back to Council and have a public hearing. We will take another look at what other cities are doing. Chief is already realigning things in his shop. We want to look at Signal 30 and an outside entity helping to manage that equitably, as well.

ADJOURNMENT

The meeting was adjourned at 12:50 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Draft

12/01/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 25, 2023

CALL TO ORDER

The Columbia City Council held a Budget Workshop on Tuesday, April 25, 2023 at City Hall (Mayor's Conference Room), Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:05 p.m. and the following councilmembers were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert and The Honorable Peter M. Brown. The Honorable William Brennan arrived at 3:35 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Levanie Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

1. Columbia Water Update - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water

- *Water & Sewer Update - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water*

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said our priorities are customer service, responsiveness, operational efficiency through the use of technology and appropriate span of control. Recommendations from the organizational assessment included the restructuring of the Customer Care Division into the Department of Customer Services and the consolidation of other management areas in Utility Operations. There is a net decrease of 13 positions in Columbia Water. This will create opportunities for existing staff.

Ms. Tiffany Latimer, Director of Customer Services reported that customer care successes range from the implementation of an upgraded phone system in 2020 to the opening of the Customer Care/Payment Center with a drive-thru at 3000 Harden Street.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water reviewed benchmarks for staffing, complaints/work orders and operating costs for Columbia Water based on a 2022 American Water Works Association benchmarking survey. We are using a blended strategy of staffing and contractors to address the backlog. In the current fiscal year we funded \$4 million in leak repairs and asphalt paving restoration. We are requesting \$6.5 million in the upcoming year. On average,



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 25, 2023

we receive 1,280 new service requests each month resulting in 790 work orders. We continue to work with the Office of Business Opportunities to expand opportunities for small local businesses. Economic development successes include Scout Motors and expansion of the Pineview Industrial Park. We are waiting to hear about funding for the Canal. We received a \$10.5 million grant from the South Carolina Infrastructure Investment Program for the Crane Creek wastewater storage tank project. Phase one of the Rosewood Water Quality Improvements Project went to the Procurement and Contracts Department today. We will continue to leverage Department of Commerce funding. We are on schedule for the Consent Decree for wastewater. We submitted a force majeure request for a two year extension last week. Our sanitary sewer overflows continue to track downward. We are asking for \$120 million: \$80 million for wastewater and \$40 million for water quality. We included \$200,000 for a PFAS treatability study. The Rosewood and Shandon water quality projects, the Harden Street Booster Pump Station and 4,000 AMI meter change outs are a few of the new projects. Over five years, Council awarded \$400 million to the CIP and we have expended \$375 million. Future projects of interest include the Saluda River Force Main Extension Project and the Wastewater Treatment Plant BioGas Public Private Partnership.

There were discussions about the quality control process, streamlining the procurement process, existing capacity, use of revenues from hydrant fees, the new meter fee, an updated cost structure for treating wastewater outside of the city, location of the Saluda River Bridge, and the status of proposed solar farms at the treatment plants.

- *Fiscal Year 2023/2024 Water and Sewer Financial Plan - Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch*

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch said we are performing an independent review of your water and sewer system. We want to understand what your operating and capital requirements are and what it takes to serve existing customers. We are providing the following assumptions as a baseline for fiscal year 2024. Estimated revenue for the total system is \$188 million with a .75% growth in customers during the forecast period of 2024 to 2028. This includes rate revenues and other revenue sources. Operating expenses are about \$113 million. The capital program is \$120 million. For fiscal year 2024, existing debt service is \$50.2 million with a plan to issue additional debt over the forecast period. You drive and provide the willingness to set the rates. Smaller and consistent increases over time typically pan out better.

There were discussions about historic rate design, expansion of the system and the customer base to increase revenues, projected rate increases, and reflecting the fact that a rate increase is not the only source of revenue.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 25, 2023

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch explained that the city has a fixed component and a volumetric component to its water rates. The existing minimum allowance is zero to three cubic feet of water. We have seen daily usage come down and there is a proposal to adjust the minimum allowance to 0-2,000 gallons per month. This equates to 65 gallons per day in usage. Upon implementation, we will see up to \$1.5 million in additional revenues. This would be effective on July 1.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water added that we bill in units of 100 cubic feet. Part of the AMI implementation is to move our billing to units of 1,000 gallons. The base fee is \$8.53 per month for an inside city customer.

There was a discussion about the impact of this proposal and the number of customers that will be affected by this proposal.

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch reviewed the base assumptions for fiscal year 2024 which includes a 6.52% revenue increase, 0.75% in customer growth, \$120 million annual capital improvement program, a minimum allowance adjustment, increases in O&M costs, and maintaining the required financial metrics. Since 2008 water and sewer rates have increased by an average of 4.1%. Consider approving the fiscal year 2024 adjustment, understanding the billing system, and implementing the minimum allowance.

Ms. Teresa Wilson, City Manager asked Mr. Chambers to separate the new proposed minimum allowance from the rate increase and bring it back in two different ways.

- *Stormwater System Update - Ms. Dana Higgins, P.E., LEED AP, Director of Engineering and Mr. Hal Clarkson, P.E., Project Director / Woolpert*

Ms. Dana Higgins, P.E., LEED AP, Director of Engineering recalled that a utility rate study on the stormwater fee was done in 2017. Rates have been incrementally increased and the current rate is \$14.15. We developed hydraulic models throughout the system, completed nine construction projects, two projects are under construction (Penn Branch and Benedict/Edgewood), and ten projects are under design. We are asking for \$13.1 million for the upcoming capital improvement plan which includes funds for unidentified projects. To date, we awarded \$18.6 million in consulting contracts and \$42 million in construction contracts. Constituents are seeking opportunities to reduce their stormwater utility fee. We have a credit manual that allows up to 30% reduction for non-single family by installing best management practices for water quality. In special protection areas, developers can get up to 60% reduction. A citywide special protection area is under review.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 25, 2023**

Mr. Hal Clarkson, P.E., Project Director for Woolpert said we were asked to update an existing study from 2017 to verify your cost of service, rate recommendations, fee reductions, collections and billing policies in comparison to similar communities. Your stormwater utility cost of service is split between the Engineering Department and the Public Works Department. The current equivalent residential unit (ERU) rate is \$14.15 per month. Basic assumptions include a two year rolling average of 2.6% on inflation and increased construction costs. The projected revenues will be 10% higher than what was in your approved budget. You are generating sufficient revenue to meet almost all of your needs. We recommend no increase in your storm water utility rates for next year but you want to look at that in another three years. Holding the current rates, keeps your debt service ratio above the 2.0 goal and it keeps a healthy cash reserve. Maintain your current billing rate structure and billing mechanism, revise the credit manual, and continue developing an asset management program.

There was a brief discussion about properties that are in the county but produce runoff in the city and how that affects maintenance.

2. Fiscal Year 2023/2024 Hospitality Tax, Accommodations Tax, and Tourism Development Fee Projections/Budget Recommendations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management & Grants Director – *Discussion of this item was deferred.*

ADJOURNMENT

The meeting was adjourned at 5:12 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Capital City/Lake Murray Country Update - Ms. Miriam Atria, President/CEO for the Capital City/Lake Murray Country Regional Tourism Board

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Annual Report P1 (PDF)
- **#b:** Annual Report P2 (PDF)

BY THE NUMBERS

Over **200** published articles, stories, and press releases on this region resulting in **+409 MILLION** impressions a month.



+17 MILLION

Google Search Impressions

+341,000

Clicks from search results



Demographics:
Top 5 States

- **GEORGIA**
- **SOUTH CAROLINA**
- **NORTH CAROLINA**
- **VIRGINIA**
- **NEW YORK**

Demographics: Top 10 Countries

- **UNITED STATES**
- **RUSSIA**
- **INDIA**
- **BRAZIL**
- **UNITED KINGDOM**
- **SOUTH KOREA**
- **CANADA**
- **INDONESIA**
- **PHILIPPINES**
- **TURKEY**



SAVE THE DATE

SEPTEMBER 2023

- 6-8:** Fishing University National Television Show
- 9:** Queen City Kayak Bass Tournament
- 29-30:** BAMA Q - Grilling on the Lake

OCTOBER 2023

- 4-8:** South Carolina Outdoor Press Association (SCOPA) Conference
- 13-14:** SC Bass Nation at Dreher Island State Park

NOVEMBER 2023

- 8-12:** World Food Championship in Dallas, TX
- 14:** Holiday Open House Gift Shop Sale

DECEMBER 2023

- 2:** Christmas Light Boat Parade

MARCH 2024

- 21:** Taste of Lake Murray

APRIL 2024

- London Golf Group
- 25-28:** USA Kayak Fishing Team Qualifier
- 26-28:** Big Bass Tour

JUNE 2024

- 14-15:** Southeastern BBQ Showdown
- 29:** Queen City Kayak Bass Championship
- 29:** 4th of July Celebration on Lake Murray

SEPTEMBER 2024

- 26-29:** Pan American Kayak Fishing Championship

SUMMER 2025

- The Great Race

LakeMurrayCountry.com/Events

Visitors Center (803) 781-5940





Another year has come and gone. I say all the time, the success of this organization is all about our amazing small team who contribute so much time and talent to promote this region and lure thousands of visitors annually.

This annual report reflects the end results of our collective hard work and shares our success stories during the past year. You'll find record-breaking numbers that have contributed to the strength and growth of Capital City/Lake Murray Country's economy and our contributions to the tourism industry. Our organization has completed a year of significant growth and received numerous awards and recognitions. From national and world events being held in this region, to our destination marketing efforts, Capital City/Lake Murray Country has succeeded in showcasing this region. Please read carefully through our list of accomplishments to see first-hand what our year has produced. We are proud to show off Capital City/Lake Murray Country's standout media moments!

The team here at Capital City/Lake Murray Country remains committed and determined to partner with local, regional, and national organizations to keep the region top of mind and a great place to visit. We've also spent the year marketing to new audiences — stepped up our presence online, on social media, and in the press. These efforts of promoting our great outdoors and recreational opportunities have opened up a lot of new business coming here from across the U.S. and the World.

Thank you to our staff, supportive Board of Directors and various funding entities for your unwavering support, unity and leadership. Our future plans are all about staying focused on our 43-year mission to build this region's image, first and foremost.

As we look to the future, we know that collaborating with you is the best way to ensure that the Capital City/Lake Murray Country region continues to be a record-setting tourism destination. We're ready to go the distance. Let's continue to open our doors to tourism and support our hotels, restaurants, attractions, outdoor recreational businesses, shops and more. Our destination is being noticed!

Miriam Atria
Miriam Atria, President and CEO



As my term serving on the Capital City/Lake Murray Country Regional Tourism Board expires and I step down as Chair, I leave with a sense of great accomplishment! Over the past several years and in serving as chair, our staff has demonstrated their talents, hard work ethics and team work to market the region and has shown that this organization continues to play a significant role on the impact of our local economy. So many in this community are not aware of the organization or their contributions.

We can't delve deep into these accomplishments over the past year without acknowledging the recognition and awards brought to the organization due to the efforts of our President and CEO, Miriam Atria. Her passion, leadership and most importantly her vision earned her the highest honor this year at the SC Governor's Conference on Tourism - as the recipient of the Fred Brinkman award presented by Governor Henry McMaster and Duane Parrish, Director of the SC Department of Parks, Recreation and Tourism. There have only been 10 recipients of this award, EVER. Miriam has pushed the staff to collaborate and has encouraged us (The Board) to be innovative. Miriam has also led the staff and organization through two tough years of a trying global pandemic and funding challenges. Time and time again, Miriam has demonstrated her vision to create something out of the ordinary. Her intuitive pulse of our state's tourism industry has now created another new tourism drawing event for this region. Our Board is committed as ever to see and support these visions and the staff, as we know that they will fulfill this organization's critical mission.

Jimmy Chao
Jimmy Chao, Chairman of the CCLMC Board of Directors

YEAR-IN-REVIEW

NEW HORIZONS AT CCLMC

- CCLMC had the best year ever! Our staff assisted over 132,242 visitors at our Regional Visitor Center.
- Visitors Center souvenir shop broke last years' record in sales (\$45,372).
- Staff changes Vickie Davis, VP Special Events/Funding; Micah Decker, VP of Marketing/Communications.
- Hired additional staff Kelly Hughes, Marketing/Communication Manager and intern Reese Melven to assist with our fishing tournaments and social media. (Reese is a Senior, President of the USC Fishing Team)
- CCLMC received approval from SCDOT, Dominion Energy and Lexington County Council on the Destination Landmark at the Lake Murray Dam. This project is now complete with 2 phases of brick sales installed.
- CCLMC won a national **Communicator Award** from The Academy of Interactive & Visual Arts (AIVA) for the regional tourism television commercial.
- Miriam Atria, President and CEO received the **Fred Brinkman Award** (the highest tourism honor in the state) at the 2023 South Carolina Governor's Conference on Tourism.

BIG FISHING MEANS BIG IMPACT

Hosted the XVI World Black Bass Event

- 25 countries attending, the first time this event has been held in the USA.
- The event was hosted at three hotels, used 50+ volunteer boaters and their boats.
- The event earned Lake Murray the title of "Best bass fishing lake in the world" - USAngling.
- The event brought in over \$21.5 Million in economic impact.
- Social Media reach increased by 431.7%.

Hosted the Bassmaster Elite Series

- Economic impact of Bassmaster Elite Series is estimated at \$2 million dollars.
- Lake Murray named #1 "Best Bass Fishing Lake in the Southeast" and #4 "Best Bass Fishing Lake in the US" by B.A.S.S. (July/August 2023).
- An estimated audience of 180 Million tuned in to watch the Bassmaster Elite Series at Lake Murray on Bassmaster.com, livestream, social media, and FS1.
- Lake Murray and the surrounding region were showcased on FS1 (Fox Sports 1 TV) for 5.5 hours live from the Bassmaster Elite Series.

Hosted Major League Fishings Bass Pro Tour Stage 3

- Major League Fishing's Bass Pro Tour generated 20.9 Million live stream minutes and 4 Million social media impressions during the tournament coverage.

- The results from the two major fishing events produced over \$6 Million in tourism impact and \$52 Million in marketing value.
- In April, CCLMC wrapped up a momentous 6 months of elite-level professional fishing competitions with the **Big Bass Tour**, where over 920 amateur anglers competed on the waters of Lake Murray.

BY THE NUMBERS

- AirDNA reporting - four-county region to date for this FY Demand nights 169,174 with Rev Par \$37,810,298.

TRAVEL WRITERS

- Hosted 6 Golf Writers featuring Blythewood Courses.
- Hosted Travel Writer, Patti Morrow

WE SAW IT ONLINE! SOCIAL MEDIA & WEBSITE

- Website traffic to LakeMurrayCountry.com is up 30% from 2021-22. With a 32% increase in "new users". Sessions are also up when compared to last year by 33.7%.
 - 17M Impressions on Google (Increase of +5M)
 - 341K Clicks
 - 338.5K Sessions
- Social Media: FY22 v FY23
 - Facebook reach went up 240.4% (813K)
 - Facebook received 55% more likes/follows
 - Instagram reach went up 377%. (137.2K)
- Instagram: 410 published posts, 352 Stories
- Facebook: 453 Published posts, 345 Stories
- Twitter: 48.4K Impressions
- YouTube: 98K Views

CCLMC MARKETING, GOING THE DISTANCE

- FY 2023 Ads placed with: *USAToday - Hunt and Fish and National Parks; Post and Courier; Discover SC; Grace Outdoors; Crenshaw Visions, SC Welcome Centers, SC Living, and Columbia Metro Airport.*
- Richland and Lexington County Ag + Art events marketed and promoted by CCLMC.
- Production of Taste of Lake Murray – Over \$118,000 raised for the 4th of July Celebration event on Lake Murray.
- Produced 3 new podcasts featuring History, Fishing and Art.
- The Final Table event was featured on *KitchenInk Food*.
- *SC Wildlife* magazine featured article on the Bass World Championship Event.
- South Carolina Association of Tourism Regions (SCATR) - Rev War promotional segment for the upcoming show in the summer.
- PLAY Campaign placed in publications: *Our State; Travel, Taste + Tour; Garden & Gun; National Geographic Traveler UK Edition; USA Today Southeastern Travel; Southern Travel and Lifestyle Mag; 6AM City; and Angler Magazine.*

SPECIAL EVENTS AND MORE

- Partnered with SCPRT to host the *Southeastern State Park Directors Conference*.
- Placed a bid to host the NC/SC/GA Motorcoach Conference in 2025.
- Hosted a new "Queen City Kayak Fishing" tournament Trail for two events in 2023. More to come!
- Hosted the MLF Phoenix and 2 BFL events.
- Hosted the SC Welcome Center Conference.
- Hosted the Lexington & Richland County Ag+Art Tour, the largest free farm and art tour in the nation.
- Sponsored three regional chefs to the World Food Championships in Dallas.
- CCLMC will host the BAMA Q BBQ/Steak Competition at the Lake Murray Dam in Fall of 2023.
- Sponsored The Jewel Tri at Dreher Island State Park.
- Hosted the SC Congressional Fam tour showcasing region's history, culinary scene and Lake Murray.
- Created the Southeastern BBQ Showdown the first "food sport event" to take place in a sports area coming June 2024 to Segra Park. Announced at a press conference held June 14, 2023. Date is TBA (Waiting on the MLB schedule).



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Marketing and Communications Services, as requested by the Public Relations, Marketing and Media Department on November 16, 2023. Award to Crawford Strategy, LLC in an amount not to exceed \$104,980.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date six months from commencement and the option to renew for four additional one-year periods. This firm is located in Greenville, SC.

REQUISITION NO.: TBA

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Hospitality Special Projects - Advertising (2128418-636100). The original budget amount is \$105,000.00.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Council Memo (PDF)
- **#b:** Crawford SOW 2024 (PDF)



TO: Ms. Teresa Wilson, City Manager

FROM: Ms. Leshia Utsey, Public Relations, Media and Marketing Department Director

DATE: December 5, 2023

Subject: Contract for Marketing and Communications Services as requested by Public Relations, Media and Marketing Department

The City of Columbia Public Relations, Media and Marketing Department requests approval for project RFP011-22-23-SSL for Communications and Marketing Services, to be awarded to Crawford Strategy, LLC in an amount not to exceed \$104,980.00. This firm is located in Greenville, SC. The funding source is Hospitality Special Projects – Advertising 2128418-636100. This contract is needed in order to accommodate citywide rebranding and marketing efforts for the duration of this current fiscal year. We have the ability to renew this contract up to four (4) additional one-year periods if additional citywide communications initiatives are needed.

Contract Services will include the following:

Engagement Period of January 1, 2024 through June 30, 2024 to execute the scope of work

Scope of Work a. Account Management-Monthly

Ongoing project and account management for account oversight

b. Public Relations Management-Monthly (Local and National Media Coverage)

Ongoing public relations support to support key initiatives

c. Social Media Support-Monthly

Crawford will develop monthly content calendars including post text and/or graphics

d. Creative Support-Monthly (Graphic Design/Image Enhancement)

Ongoing creative support for supporting key initiatives

e. Additional Services

Logo Redesign (Brand Refresh)

City of Columbia / Public Relations, Media, and Marketing Department

1737 Main Street / PO Box 147 / Columbia, SC 29217 803.545.3020 /

PIO@columbiasc.gov Columbiasc.gov

SCOPE OF WORK

[2023-4 Additional Account Management, Public Relations, Social, and Creative Projects for 2024]

Subject to Agreement for Professional Services between City of Columbia and Crawford Strategy, LLC, dated July 6, 2023.

Services

1. Engagement Period

Client engages Crawford for the contract period of January 1, 2024, through June 30, 2024, to execute the scope of work referenced below. The term of the Contract is the date of the execution of a *Notice to Proceed and a valid City of Columbia Purchase Order* for an initial term of six (6) months, with the option to continue with work for four (4) additional one (1) year periods at the mutual pleasure of both parties.

2. Scope of Work

Crawford will provide account management, public relations, social, and creative support to the Client. These estimates are based on projects known at the time of scope creation. Crawford will monitor monthly hours and reassess as needed, which may include additional scopes of work. These services are expected to include:

a. Account Management – Monthly

- i. Ongoing project and account management will be available to you for account oversight each month. These services include:
 - Serve as the primary contact for the city's Public Relations, Media & Marketing Department, facilitating all questions and requests.
 - Ongoing communication with the client including organizing appropriate materials for meetings, proposals, and presentations.
 - Oversee execution of approved marketing and communications initiatives, as well as the creative development process.
 - Provide strategic guidance and oversight for planning and implementation of marketing and communication initiatives.

b. Public Relations Management – Monthly (Local and National Media Coverage)

- i. Ongoing public relations support will be available to you each month. Services to support key initiatives will include:
 - Message development and coverage support around City of Columbia's Homeless Services and Rapid Shelter program.
 - Message development and coverage support around the South Carolina Primary 2024 Presidential Election.
 - Strategic recommendations for the city's Public Relations, Media & Marketing Department
 - Develop and execute plans to increase national media coverage.
 - Draft and distribute up to 10 press releases for the duration of the scope.
 - Ongoing communication with the client through bi-weekly meetings, as needed,

for strategic guidance and consulting.

The services noted above do not include other significant public relations projects, (i.e., large campaigns, experiential events, etc.) and will be treated as additional services to be scoped separately.

c. Social Media Support – Monthly

- i. Crawford will develop monthly content calendars including post text and/or graphics based on the approved content themes below for the following channels and estimated frequencies for original content. Content will be used (and often repurposed) across several channels in line with the defined content strategy. Crawford will present a monthly content calendar for review and approval by the determined City of Columbia internal contact.

- Themes: Information & Education, Recruiting & Retention, and City Pride.
- Post frequency by channel:

Channel	Content Frequency
Facebook	8-12 posts per month
Instagram	8-12 posts per month
LinkedIn	4-6 posts per month
X (Twitter)	8-12 posts per month

- ii. Crawford will be available for ongoing strategic recommendations. Ex. Guidance on live streams, event page strategy, boosted content recommendations, etc.

The services noted above do not include publishing, monitoring, or reporting support. Outside expenses, including stock photography and videography, are not included in the estimate below.

d. Creative Support – Monthly (Graphic Design/Image Enhancement)

- i. Ongoing creative support will be available to you each month. Services to support key initiatives will include:
 - Designing social media templates for approved content themes or departments.
 - Designing City branded merchandise mock-ups.
 - Ongoing support for minor creative requests such as image resizes, concepting/ideation, review and consultation, etc. This includes creative requests from the Economic Development department.

The services noted above do not include other significant creative projects (i.e., campaign concepting, video production, large creative projects, etc.) and will be treated as additional services to be scoped separately.

e. Additional Services

- i. Logo Redesign (Brand Refresh)
 - Crawford will provide 3 logo concepts for the City of Columbia, based upon agreed upon colors and fonts from approved Brand Guidelines. Based on client feedback, Crawford will refine one logo and present it for client approval. Crawford will provide final logo files in all appropriate formats (EPS, JPG, PNG,



etc.) suitable for print, digital, and merchandise applications.

The fee noted for the City of Columbia logo includes up to three rounds of client revisions.

3. Fees & Costs: January 1, 2024 – June 30, 2024

AGENCY SERVICES:	January	February	March	April	May	June	TOTAL
Agency Service Fee	\$22,570.00	\$22,570.00	\$14,960.00	\$14,960.00	\$14,960.00	\$14,960.00	\$104,980.00

Crawford will subcontract ForeSight Communications, LLC on an as needed basis.

Agreed and dated as of Nov 28, 2023.

Client: City of Columbia

By: _____ (signature)

(print name/title)

Crawford Strategy, LLC

By: Andy Windham
(signature)

Andy Windham
(print name/title)

APPROVED AS TO FORM

Andy Windham
Legal Department City of Columbia, SC

11/30/2023

City of Columbia_Crawford SOW_2024_VF_11.28.23

Final Audit Report

2023-11-28

Created:	2023-11-28
By:	Meghan Murphy (mmurphy@crawfordstrategy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdfgl6FtvMrcCbbTPLnRfBfiWkPBfYBxR

"City of Columbia_Crawford SOW_2024_VF_11.28.23" History

 Document created by Meghan Murphy (mmurphy@crawfordstrategy.com)

2023-11-28 - 9:45:48 PM GMT

 Document emailed to andy@crawford.agency for signature

2023-11-28 - 9:46:18 PM GMT

 Email viewed by andy@crawford.agency

2023-11-28 - 9:46:35 PM GMT

 Signer andy@crawford.agency entered name at signing as Andy Windham

2023-11-28 - 10:06:39 PM GMT

 Document e-signed by Andy Windham (andy@crawford.agency)

Signature Date: 2023-11-28 - 10:06:41 PM GMT - Time Source: server

 Agreement completed.

2023-11-28 - 10:06:41 PM GMT



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Sourcwell Cooperative Contract in the amount of \$335,404.48.

REQUISITION NO.: R223279, R225537

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor and Location	Vehicle	Department	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2025 F-650 Diesel Regular Cab Base (F6D) Barricade Truck, as requested by Fleet Services on November 6, 2023.	Public Works Street Division	\$108,652.00
<i>Funding Source: Streets-Water & Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is \$108,652.00.</i>				
b.	Joe Johnson Equipment Monroe, NC	Mechanical Street Sweeper, as requested by Fleet Services on July 18, 2023.	Public Works Solid Waste Division	\$226,752.48
<i>Funding Source: Solid Waste Street Sweeping - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). The original budget amount is \$226,752.48.</i>				
Total				\$335,404.48

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** Council Memo Fleet Requests 112823 (PDF)
- **#b:** FY_23_24_Cap_Replacement_11_06_23 (PDF)
- **#c:** Joe Johnson Equipment Quote Dual Sweeper (PDF)
- **#d:** Alan Jay Sales Quote F 650 (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 28, 2023

SUBJECT: Recommendation for Approval for Purchase of Vehicles for Street Division and Solid Waste Division as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of vehicles for the Public Works Department.

Item	Vehicle	Department	Price	Funding Source
a.	1 - 2025 Ford F-650 Diesel Regular Cab Base (F6D) Barricade Truck. Replacement for vehicle 19788	Public Works Department / Street Division	\$108,652.00	Department Capital Public Works Department FY 2023-2024
b.	1 – Mechanical Street Sweeper. Replacement for vehicle NS021	Public Works Department / Solid Waste Division	\$226,752.48	Department Capital Public Works Department FY 2023-2024
Total Amount: \$335,404.48				

This purchase utilizes the SC State Contract for vehicle purchases. Alan Jay Fleet Sales is an approved vendor under the SC State Contract. Joe Johnson Equipment LLC is an approved vendor using the Sourcewell Contract #093021-ELG. The vehicles are capital replacements funded from the operating budget capital FY-23/24 (items a, and b).

If you have questions or concerns, please do not hesitate to contact our office.

***Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.



We Are Columbia

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$9,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.



Subsidiary of Federal Signal Corporation

5.c

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



November 3, 2023

Quote #: **0323010**

City of Columbia

Attention: Samantha Yager

RE: Pelican NP Dual Sweeper

Dear **Samantha**,

We would like to take this opportunity to thank you for your continued interest in Joe Johnson Equipment (JJE) and Elgin's industry-leading line of innovative street sweeping products.

PWE is pleased to present the following quotation to provide one (1) Elgin Pelican NP Dual Sweeper, per Sourcewell contract # 093021-ELEG

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker

Regional Sales Manager

Joe Johnson Equipment

Cell: 980-239-2843

etucker@jjeusa.com



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5.c

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Quotation

To provide one (1) Pelican NP Dual Sweeper, standard equipped as described below:

General Specs:

- 127.4" Wheel Base
- 16' Overall Length
- 9' 10.5" height with cab
- 8' 6" width outside tires
- 15' curb to curb turning radius
- 10' sweeping path
- Weight: 14,290 lbs
- Travel Speed: Up to 32 KM/H
- Hydrostatic drive: Single foot pedal for forward/reverse
- Hydraulic Service Brakes
- Tires
 - Front 11R22.5 14ply (2)
 - Rear 10R17.5 16 ply (2)
- Wheels:
 - Front: Steel disk type
 - Rear: Dual steel disk type mounted on alloy steel axle, sprung guide wheel

Engine:

- John Deere 4045TF150
- 4 Cylinder Diesel
- 276 cu. In. displacement
- 4.19" Bore
- 5.0" Stroke
- 19:1 Compression Ratio
- Horsepower 74HP @ 2,200 RPM
- 195 ft-lbs @ 1,700 RPM Torque
- 35 gal Fuel Tank Capacity

Standard Accessories:

- Full flow oil filter, mechanical governor, dual safety element dry-type air cleaner with in-cab restriction indicator, fuel filter, counterbalanced, wet sleeve

Cab:

- ISO mounted
- Structural steel tube frame
- Sealed w/100% filtered air intake

Clean Air. Clean Water. Clean Streets.

Packet Pg. 63

- Sound insulated
- Door: Full view glass
 - Opening from rear
 - Rubber gasket sealed for dust protection
- Safety glass with tinted windshield and tinted sun visors, 36" visibility
- Tinted upper glass
- Dome Light
- Heater pressurizer with defroster, multi-vent air disbursement
- 2 speed intermittent windshield wipers, with washers
- Mirrors: Inside (1); outside, dual west coat with convex inserts and (2) 10" oval
- Tilt and telescoping steering column steering

Main Broom:

- 35" diameter
- 66" length
- Prefab. 1 pc. disposable, polypropylene double wrapped at both ends
- Steel reversible core
- Digging pressure & wear control in cab, hydraulic float
- In cab hydraulic raise and lower lift control
- Hydraulic motor drive
- Hydraulic cylinder suspended mounting
- Speed: Variable with engine RPM

Side Broom:

- Vertical digger type
- 36" diameter
- Steel plate disc construction
- Variable with engine RPM speed
- In-cab positioning hydraulic float flexibility
- Hydraulic motor drive
- Free floating mounting
- In/out (recoil spring), up/down adjustment
- Hydraulic, in cab pressure sensing
- Tempered steel wire

Conveyor:

- Chevron cleat reinforced rubber belt
- Speed: variable with engine RPM
- 9" oscillation for large object passage
- Hydraulic motor, chain and sprocket drive
- Sealed self-aligning, re-lube bearings

Instrumentation/Controls:

- Full vision, illuminated panel
- Gauges: Speedometer/odometer, tachometer, engine hour meter, engine temperature, oil pressure, voltmeter, fuel, hydraulic oil temperature and water fill and on-board diagnostics

Electrical System:

- Hot stamped and color-coded wiring
- Alternator/regulator-unitized
- 120 amperes
- 12-volt, Group 31, 925 CCA, 180 min reserve battery
- Lights – halogen sealed multiple beam headlights,
- Combination stop and tail lights
- Adjustable side broom lights
- Directional signals with hazard switch
- Safety horn
- Electric backup alarm
- Sweep Flashers

Hydraulic System:

- Electronically controlled hydrostatic drive
- Variable displacement pump
- Variable displacement motor
- ‘O’ ring face seal type fittings
- 33-gal reservoir capacity
- Reservoir level externally readable
- 100 mesh inlet strainer
- Return, 10-micron absolute, full flow filter
- In cab filter restriction indicator
- 10-micron breather/fill cap

Hopper:

- Capacity volumetric: 3.6 yd³
- Material volume: 3.5 yd³
- Electro-hydraulic in-cab hopper lift and dump control
- Maximum dump height up to 9’ 6”
- 17 sec to tilt hopper
- 21 sec to retract to working position
- 9,000 lbs design lift capacity
- Standard frontal dumping

Water Spray System:

- Polyethylene tank construction



Subsidiary of Federal Signal Corporation

5.c

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



- 220-gal tank capacity
- 16' 8" with hydrant coupling fill hose
- Integral cascade hopper/conveyor wash
- Diagram with run dry capability pump
- Spray Nozzles: Atomizing, adjacent to each broom
- On/Off, volume high/low in-cab controls
- Filter: Non-corrosive housing, 100 mesh screen
- Cleanable anti-siphon fill standard

Brake System:

- Service – Multi caliper disc type, hydraulically applied, power assisted
- Park – Wet disc multi pack with spring applied hydraulically released push/pull activation. Interlock to prevent drive through if applied

Additional Features Included:

- Radio/Spotlights
- Mirror HTD and MTZ
- Light Package #5
- Auto Lube
- Right Hand Limb Guard
- Pelican NP T4F Service Manual
- John Deer T4F Service Manual
- Right Hand Side Broom Tilt
- (2) LED Backup/Rear Lights

Sale Price.....\$269,956.00

Less Trade in Allowance (Used Elgin Pelican).....\$60,000.00

Purchase Price.....\$209,956.00

Terms & Conditions

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Fort Columbia, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: Stock To be Determined at Time of Order

Quotation valid for 30 days

Stock# U006106

Clean Air. Clean Water. Clean Streets.

Packet Pg. 66



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

V017417

5.d

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 49889-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/1/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
11/1/2023

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS	EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV	
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

MODEL	F6D	MSRP	\$84,225.00
2025 F-650 Diesel Regular Cab Base (F6D)			
CUSTOMER ID		GOVERNMENT PRICE	\$76,596.00
BED LENGTH			

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM	\$0.00
425	50-State Emissions	\$0.00
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision	\$0.00
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	\$0.00
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	\$0.00
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	\$0.00
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	\$0.00
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	\$0.00
18A	Electronic Stability Control DELET	\$0.00
62D	Air Dryer, Bendix AD/IS w/Heater	\$0.00
43A	8,500 lb. Cap. Non-Driving - Dana D- 850F	\$0.00
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap	\$0.00
472	17,500 lb. Single-Speed - Dana S17- 140	\$0.00
68M	Multi-Leaf Springs - 19,000 lb. Cap	\$0.00
X6D	6.50 Axle Ratio	\$0.00
200WB	200" Wheelbase/126" CA/75" AF/314" OAL	\$0.00
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	\$0.00
91G	Under Cab, Right Side Outlet, Switchback-Style	\$0.00
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	\$0.00
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	\$0.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box	\$0.00
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	\$0.00
600A	Preferred Equipment Package 600A	\$0.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	\$0.00
54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width	\$0.00
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	\$0.00
YZ_01	Oxford White	\$0.00
E_01	Gray	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$2,500.00)

FACTORY OPTIONS (\$2,500.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	\$636.00
GS-10302023-R	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE	\$33,920.00

AFTERMARKET OPTIONS \$34,556.00

ALAN JAY

FLEET SALES

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

TRADE IN

TOTAL COST

\$108,652.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$108,652.00

Estimated Annual payments for 60 months paid in advance: \$24,333.58

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

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

COLUMBIA, SOUTH CAROLINA 29202

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

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Billy Bowers

Quote # GS-10302023-R

Date: 10/30/2023

Phone # 803-545-3806

Fax#

PRICING:

City of Columbia

(South Carolina State Contract for Flat Bed Dump Bodies Number #4400027118)

Furnish and install PJ's 14' Flat bed dump body with Godwin G5530 Hoist to S.C. State Spec. \$ 12,270.00

Add Options:

50" Tall headboard with 23"X 23" shovel box installed at front with 12"X12" opening each side. \$ 3,655.00

43" Permanent solid metal sides, 2.5"X 5" vertical side post on 16" centers and 3"X 2"X 1/4" -----
angle iron on top for reinforcement. \$ 4,950.00

36" Cab shield installed with 5 degree angled to rear of body. \$ 1,850.00

3/4" Tarp tie bar installed center of each side and 2-ladder steps at front behind box opening. \$ 1,090.00

Expanded metal tailgate, turn buckle latch, 5-vertical post & 3-HD hinges installed on curb side. \$ 1,950.00

State Contract powder coat paint with 5,000 hour salt spray test (City of Columbia Blue paint). \$ 2,450.00

Muncie Hot Shift PTO INC

Back up alarm installed. \$ 85.00

State Contract 25 Ton pintle hook installed with electric brake controller and 7-way plug. \$ 1,950.00

3-Way State Contract back up camera system installed. \$ 1,750.00

Note: Entire hoist system is NTEA rated and complies to South Carolina State Specifications.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: 26,000 GVWR C/A 126" Paint: City Blue

Other Data:

Price: \$ 32,000.00

Special Discount: \$ -

Net Price: \$ 32,000.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 32,000.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers



Prepared by: Scott Wilson

11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F6D	Base Vehicle Price (F6D)	\$79,000.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	STD
425	50-State Emissions	N/C
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	\$2,530.00

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Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, 16.5" x 7" rear pads, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.	
	Includes: - Air Dryer, Bendix AD/IS w/Heater Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	
18A	Electronic Stability Control DELETE Deletes the standard ESC feature.	-\$290.00
62D	Air Dryer, Bendix AD/IS w/Heater Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	Included
Front Axle and Suspension		
43A	8,500 lb. Cap. Non-Driving - Dana D-850F	STD
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap 2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.	STD
Rear Axle and Suspension		
472	17,500 lb. Single-Speed - Dana S17-140 Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap 11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	STD
X6D	6.50 Axle Ratio PRNDM/RNDM determined by Rear Axle Ratio and Tire Size.	N/C
Wheelbase		
200WB	200" Wheelbase/126" CA/75" AF/314" OAL	\$490.00

Frame

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	STD
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	N/C

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
	- Body Builder Wiring - At Back of Cab, Combined Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.	
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior		
54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width <i>Integral mirror, sail type, manual fold, solid black finish.</i>	STD
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
SUBTOTAL		\$81,730.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
TOTAL		\$84,225.00

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs

Dimensions

• GCWR: 50,000 lbs. • Driver distance from axle: 54.4" • **Vehicle body length: 314.0"** • Vehicle body width: 96.7" • Vehicle body height: 94.7" • **Wheelbase: 200.0"** • Front track: 80.5" • **Rear track: 72.7"** • **Turning radius (to curb): 27.4'** • **Cab to axle: 126.0"** • Rear tire outside width: 96.0" • **Axle to end of frame: 75.0"** • Frame section modulus: 12.6 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail depth: 10.1" • Frame rail width: 3.1" • Frame rail thickness: .3" • Frame rail section: 9.5" • Front bumper to front axle: 39.0" • Front brake diameter: 15.0" • **Rear brake diameter: 16.5"** • Headroom first-row: 40.7" • Leg room first-row: 41.4" • Shoulder room first-row: 68.0" • Hip room first-row: 67.6"

Powertrain

• 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP • Engine cylinders: V-8 • Compression ignition system • Horsepower: 270 HP@2400 RPM • Torque: 700 lb.-ft.@1500 RPM • Radiator • Fuel/water separator • Auxiliary power take-off • Engine retarder system • **RNDM shift indicator** • 75 mph speed limiter • 10-speed automatic • Rear-wheel drive • Recommended fuel: diesel • Low-speed ABS traction control • Standard rear differential

Fuel Economy and Emissions

• Federal emissions

Suspension and Handling

• Standard ride suspension • Standard grade front shock absorbers

Driveability

• **Air brake system** • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Rigid axle front suspension • Leaf spring front suspension • Tapered leaf front suspension • Rigid axle rear suspension • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Side assist steps • 2 doors • Clearcoat paint • Monotone paint • Black side window trim • Black windshield trim • Black door handles • Black front bumper • 2 front tow hooks • Straight front bumper ends • Black grille • Hood mounted grille • Black door mirrors • Trailer style side mirrors • Convex spotter in driver and passenger side door mirrors • English measure truck 279/82R22.5 AS BSW front and rear tires • White front wheels • Steel front wheels • White rear wheels • Steel rear wheels • Disc rear wheel • 22.5 x 8.25-inch front and dual rear wheels

Convenience

• Manual door locks • Cruise control with steering wheel mounted controls • Manual first-row windows • Partial floor console • Driver foot rest • Fixed rear windshield • Standard glove box • Front beverage holders • 2 beverage holders • Dashboard storage • Dual electric horn • Steering column lever gearshift location • Trip computer • Upfitter switches

Comfort

• Manual climate control • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

• Seating capacity: 2 • Bucket driver seat • Folding driver seat back • Low driver seat back • 4 driver seats way-direction • Manual fore/aft • Bucket passenger seat • Fixed passenger seat back • Low passenger seat back • 4 passenger seats way-direction • Manual fore/aft • Driver seat armrest • Front passenger seat armrest • Vinyl front seat upholstery

Entertainment Features

• AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • Auxiliary input jack • External memory control • Speakers number: 2 • Standard grade speakers • Steering wheel mounted audio controls • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • **Primary air pressure gauge** • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Oil temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Diesel exhaust fluid (def) gauge • Light tinted windows • Aero-composite headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Delay interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • 1 USB port

Safety and Security

• Vehicle tracker

Dimensions

General Weights

* Curb weight	10,170 lbs.	* Rear curb weight	3,658 lbs.
Front GAWR	8500 lbs.	Rear GAWR	17500 lbs.
GVWR	26000 lbs.	GCWR	50000 lbs.

Trailing Weights

GCWR	50,000 lbs.
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Weights

Max RBM (in.-lbs.)	665,500 max RBM (in.-lbs.)	Nominal RBM (in.-lbs.)	632,000 nominal RBM (in.-lbs.)
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Front Weights

* Front curb weight	6,512 lbs.	Axle capacity front	8,500 lbs.
Spring rating front	8,500 lbs.	Tire/wheel capacity front	12,350 lbs.

Rear Weights

Axle capacity rear	17,500 lbs.	Spring rating rear	19,000 lbs.
Tire/wheel capacity rear	23,360 lbs.		

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Exterior Measurements

* Vehicle body length	314.0"	Vehicle body width	96.7"
Vehicle body height	94.7"	* Wheelbase	200.0"
Front frame height loaded	35.6"	Front brake diameter	15.0"
Front frame height unloaded	36.8"	* Rear brake diameter	16.5"
Rear frame height loaded	36.5"	Rear frame height unloaded	37.8"
* Turning radius (to bumper)	29.0'	Width - mirrors folded	90.7"
Width - mirrors extended	121.9"	Front track	80.5"
* Rear track	72.7"	Driver distance from axle	54.4"
* Turning radius (to curb)	27.4'	* Cab to axle	126.0"
Rear tire outside width	96.0"	* Axle to end of frame	75.0"
Frame section modulus	12.6 cu.in.	Frame yield strength (psi)	50000.0
Frame rail depth	10.1"	Frame rail width	3.1"
Frame rail thickness	.3"	Frame rail section	9.5"
Front bumper to front axle	39.0"		

Headroom

Headroom first-row	40.7"
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Legroom

Leg room first-row	41.4"
--------------------	-------

Shoulder Room

Shoulder room first-row	68.0"
-------------------------	-------

Hip Room

Hip room first-row	67.6"
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Powertrain

Engine

Engine	6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP	Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	6.7L	cc	405.9 cu.in.
Bore	3.9"	Stroke	4.25"
Compression ratio	16.2	Governed RPM	3200 RPM
* Compressor capacity	13.20 cu.ft. cfm	* Air dryer	Air dryer

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11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

* Air system moisture ejector type Manual air
system moisture ejector

Engine Power

Horsepower 270 HP@2400 RPM Torque 700 lb.-ft.@1500 RPM

Alternator

Alternator amps 200A Alternator type Heavy-duty alternator

Battery

Battery type Dual lead acid battery Battery rating 1500CCA
Battery step Battery step Battery location Battery location forward right
Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Fuel/water separator Fuel/water separator
Auxiliary power take-off Auxiliary power take-off Engine retarder Engine retarder system
* Shift indicator RNDM shift indicator

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control
Speed limiter 75 mph speed limiter Overdrive transmission Overdrive transmission
Lock-up transmission Lock-up transmission First gear ratio 4.615
Second gear ratio 2.919 Third gear ratio 2.132
Fourth gear ratio 1.773 Fifth gear ratio 1.519
Sixth gear ratio 1.277 Reverse gear ratio 4.695
Seventh gear ratio 1 Eighth gear ratio 0.851
Ninth gear ratio 0.687 Tenth gear ratio 0.632
Stall ratio 1.97 Selectable mode transmission Tow/Haul Mode selectable mode transmission
Sequential shift control Sequential shift control Transmission oil cooler Transmission oil cooler
PTO transmission provision PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 6.5 Axle speed Single axle speed

Exhaust

Tailpipe Aluminized steel single exhaust Additional muffler type horizontal
Additional muffler location right Additional tailpipe type horizontal
Additional tailpipe location right

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Fuel

Fuel type	diesel
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Fuel Tank

Front left fuel tank shape	rectangular	Front left fuel tank capacity	50.01 US gallons
DEF capacity	8.00 gal.		

Drive Feature

Traction control	Low-speed ABS traction control	Differential	Standard rear differential
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Fuel Economy and Emissions

Emissions

Emissions	Federal emissions
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Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Standard grade front shock absorbers
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Driveability

Brakes

* Brake type	Air brake system	ABS brakes	Four channel ABS brakes
ABS brakes	4-wheel antilock (ABS) brakes		

Front Suspension

Suspension ride type front suspension	Rigid axle front suspension	Suspension type front suspension	Leaf spring front suspension
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Front Spring

Regular front springs	Regular front springs	Springs front	Tapered leaf front suspension
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Rear Spring

Springs rear	Multi-leaf rear suspension	Rear springs	Regular grade rear springs
Auxiliary rear spring	Rubber auxiliary rear spring		

Rear Suspension

Suspension type rear suspension	Leaf spring rear suspension	Suspension ride type rear suspension	Rigid axle rear suspension
---------------------------------	-----------------------------	--------------------------------------	----------------------------

Steering

Steering system	Hydraulic power-assist steering	Steering type	Re-circulating ball steering
Steering type number of wheels system	2-wheel steering system		

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Prepared by: Scott Wilson

11/01/2023

Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter	22.5"	Front wheels width	8.3"
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Rear Wheels

Rear wheels diameter	22.5"	Rear wheels width	8.3"
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Front And Rear Wheels

Appearance	none
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Front Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Front wheel - RPM	497		

Rear Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Rear wheel - RPM	497		

Body Exterior

Exterior Features

Number of doors	2 doors	Side steps	Side assist steps
Front splash guards	Front splash guards		

Frame

Clean CA frame	Clean CA frame
----------------	----------------

Body

Body panels	Composite and galvanized steel
body panels	

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors
----------------	--

Tires

Front tires LT load rating	G	Rear tires LT load rating	G
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Wheels

Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks Manual door locks

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Exterior Mirrors

Folding door mirrors Manual folding door mirrors Heated door mirrors Heated driver and
passenger side door mirrors

Front Side Windows

First-row windows Manual first-row windows

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 2 beverage holders Beverage holders Front beverage holders
Glove box Standard glove box Dashboard storage Dashboard storage

Miscellaneous

Trip computer Trip computer Gearshift location Steering column lever
Upfitter switches Upfitter switches gearshift location Dual electric horn
Horn

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material Headliner coverage Full headliner coverage

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
----------------	---------------------------	----------------	---------------------

Steering Wheel

Steering wheel telescopic steering wheel	Manual telescopic steering wheel	Steering wheel material	Urethane steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	2
------------------	---

Front Seats

Front seat type	Bucket driver seat	Front seat type	Bucket passenger seat
Driver seat back	Folding driver seat back	Driver seat back type	Low driver seat back
Driver seats way-direction	4 driver seats way-direction	Driver seat fore/aft	Manual fore/aft
Passenger seat back	Fixed passenger seat back	Passenger seat back type	Low passenger seat back
Passenger seats way-direction	4 passenger seats way-direction	Passenger seat fore/aft	Manual fore/aft
Armrests front driver	Driver seat armrest	Armrests front passenger	Front passenger seat armrest

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Carpet front seatback upholstery
-----------------------	-----------------------------	---------------------------	----------------------------------

Gearshifter Material

Gearshifter material	Urethane gear shifter material
----------------------	--------------------------------

Entertainment Features

Radio Features

Aux input jack	Auxiliary input jack	External memory	External memory control
Seek scan	Seek scan		

Speakers

Speakers	Standard grade speakers	Speakers number	2
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Wireless streaming	Wireless audio streaming
--------------------------------	---------------------------------------	--------------------	--------------------------

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer

Trip odometer

Instrumentation display
display

Analog instrumentation

Instrumentation Displays

Driver information center
center

Driver information

Clock

In-radio display clock

Instrumentation Gauges

* Primary air pressure gauge
pressure gauge

Primary air

Tachometer

Tachometer

Oil pressure gauge

Oil pressure gauge

Oil temperature gauge

Oil temperature gauge

Transmission temperature gauge
fluid temperature gauge

Transmission

Engine/electric motor temperature

Engine/electric motor temperature

gauge

DEF fluid gauge

Diesel exhaust fluid (def)

gauge

Engine hour meter

Engine hour meter

Instrumentation Warnings

Oil pressure warning

Oil pressure warning

Low fuel warning

Low fuel warning

Low brake fluid warning

Low brake fluid warning

Battery charge warning

Battery charge warning

Headlights on reminder

Headlights on reminder

Key in vehicle warning

Key in vehicle warning

Door ajar warning

Door ajar warning

Service interval warning

Service interval indicator

Transmission fluid temperature
warning

Transmission fluid temp warning

Low diesel exhaust fluid (DEF) warning
exhaust fluid (DEF) warning

Glass

Tinted windows

Light tinted windows

Headlights

Headlights

Halogen headlights

Headlight type

Aero-composite headlights

Auto headlights

Auto on/off headlight control

Multiple headlights

Multiple enclosed headlights

Delay off headlights

Delay-off headlights

DRL preference setting

DRL preference setting

Front Windshield

Wipers

Variable intermittent front windshield
wipers

Speed sensitive wipers

Speed sensitive wipers

Interior Lighting

Variable panel light
light

Variable instrument panel

Front reading lights

Front reading lights

Lights

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Selected Equip & Specs (cont'd)

Running lights

Daytime running lights

Interior courtesy lights

Delay interior courtesy

lights

Clearance lights

Cab clearance lights

Technology and Telematics*Connectivity*

Handsfree

Bluetooth handsfree wireless

device connectivity

USB Ports

USB ports

1 USB port

Safety and Security*Security System*

Vehicle tracker

Vehicle tracker

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Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Warranty

Standard Warranty

Basic Warranty

Basic warranty

24 months/unlimited

Powertrain Warranty

Powertrain warranty

24 months/unlimited

Corrosion Perforation

Corrosion perforation warranty

36 months/unlimited

Roadside Assistance Warranty

Roadside warranty

24 months/unlimited

Diesel Engine Warranty

Diesel engine warranty

60 months/250,000 miles

Transmission Warranty

Transmission warranty

60 months/250,000 miles

Frame Rail Warranty

Frame Rail Warranty

60 months/unlimited

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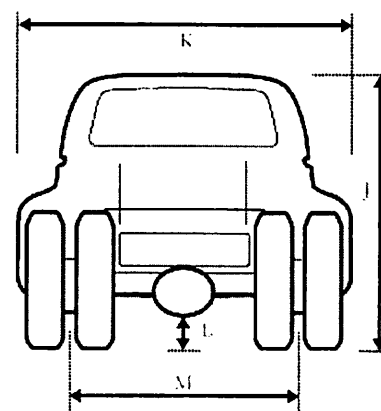
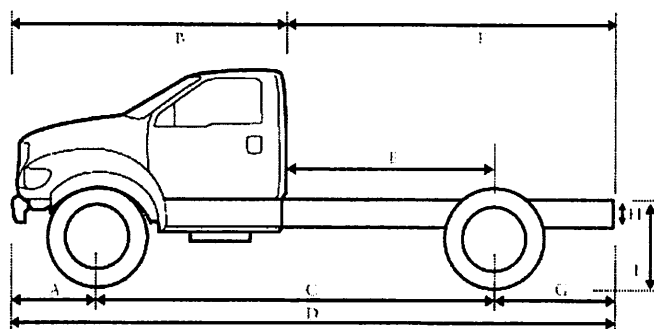
Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	200.00 in.
D	Overall Length (OAL)	314.00 in.
E	Back of Cab to Rear Axle (CA)	126.00 in.
F	Back of Cab to End of Frame	201.00 in.
G	Rear Axle to End of Frame (AF)	75.00 in.
H	Frame Section Height	10.10 in.
I	Rear Frame Height Unloaded	37.80 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.70 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	80.50 in.
M	Rear Tread	72.70 in.

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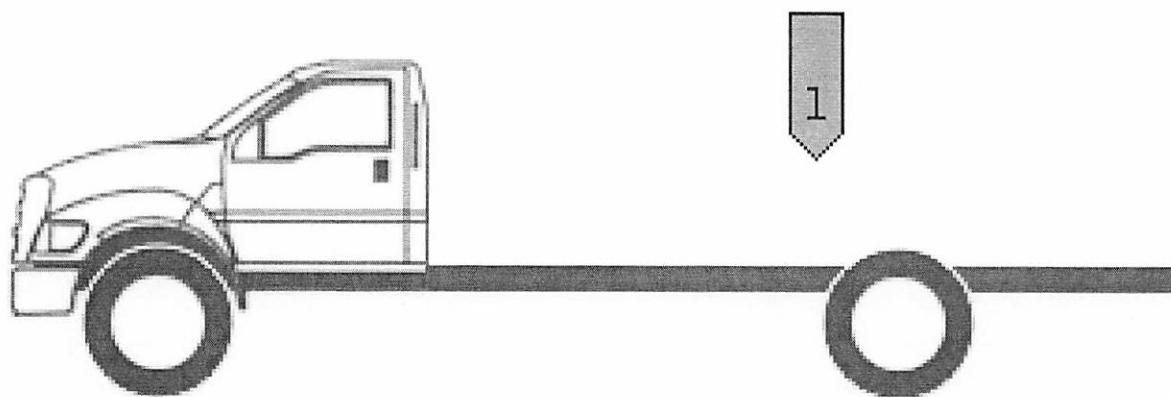
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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Vehicle Dimension and Performance Summary (cont'd)

*Weight***Licensing**

GVWR does not exceed 26,000 lbs and may not require a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,512 lbs	3,658 lbs	10,170 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	1,788 lbs	13,742 lbs	15,530 lbs
TOTAL	8,500 lbs	17,500 lbs	26,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	8,500 lbs	17,500 lbs	26,000 lbs
Wheels/Tires	12,350 lbs	23,360 lbs	
Suspension	8,500 lbs	19,000 lbs	
Axle	8,500 lbs	17,500 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2025 F-650 Diesel Regular Cab Base (F6D)

Price Level: 515

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped without Park Pawl. Shift indicator will display RNDM.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	36.95 %
Start grade capability in reverse	4.70	15.00 %	37.59 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.92 %
Maximum grade in 9th gear	0.69	3.00 %	5.58 %
Maximum grade in 10th gear	0.63	3.00 %	5.14 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	94 mph
<i>To meet your requirement you need a maximum axle ratio of 8.15</i>			
Top Speed on 3% grade		55 mph	
<i>To meet your requirement you need a maximum of 166 hp</i>			
Cruise Speed		60 mph	68 mph
Engine RPM at desired cruise speed			2,042 rpm

Variables in Use

Start

Rear axle ratio:	6.50	Clutch engagement torque:	350 ft.lbs.
Tire size:	11R22.5 (497 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	26,000 lbs		

Grade

Rear axle ratio:	6.50	Gross Vehicle Weight (GVW):	26,000 lbs
Tire size:	11R22.5 (497 rev/mile)	Peak engine torque:	700 ft.lbs.

Speed

Engine Power:	270 hp @ 2,400 rpm	Worst road surface	Typical Highway
Governed RPM:	3,200 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.55 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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Alan Jay Ford | 3201 U.S. Highway 27 South Sebring Florida | 33870

2025 F-650 Diesel Regular Cab Base (F6D)

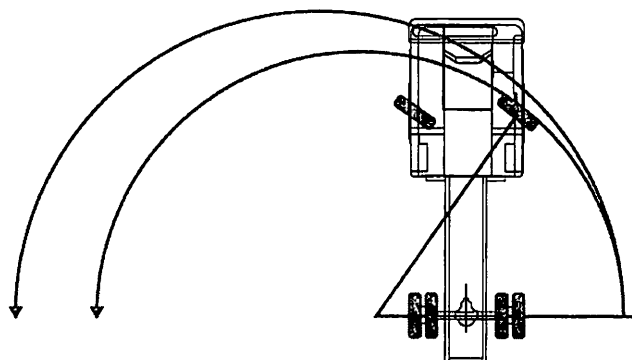
Price Level: 515

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning radius to curb: 27.40 ft

Turning radius to bumper: 29.00 ft



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We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for Project SS7591; Project Management and Capacity Assurance Program Professional Services, as requested by Columbia Water on October 18, 2023. Award to Carper Civil Consulting, LLC in the amount of \$205,920.00. The current term of the contract ends on August 2, 2024. This firm is located in Columbia, SC.

REQUISITION NO.: R224899

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater System Improvements – Special Contracts Water/Sewer, Stormwater (5516221-638305). The current budget amount is \$388,752.00. The budget amount for this amendment is \$205,920.00. The total revised budget amount is \$594,672.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Contract Amendment #2 is requested to provide funding for additional project management and consultant personnel oversight services to the City of Columbia, including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects.

ATTACHMENTS:

- **#a:** SS7591 CA2 PM Services MT Memo (PDF)
- **#b:** PO MOD-CA#2 _ Carper Civil Cnslt. _ SS7591 Project Mgmt. Services _ (PDF)
- **#c:** CA#2 Carper Civil Consulting SS7591 Project Mgmt. Services (PDF)

Contract Amendment #2

SS7591 Project Management Professional Services

Carper Civil Consulting, LLC

RFQu001-20-21

November 17, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Carper Civil Consulting, LLC (Consultant) executed July 26, 2021 (Agreement) to provide funding for additional project management services and personnel for FY2023/2024.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term August 3, 2021 to August 2, 2024; Awarded Contract Value is \$388,752.00; Amount Issued \$192,192.00 for Fiscal Year 2021/2022; Purchase Order# P190074):	\$192,192.00
Contract Amendment #1 (Funding Increase/Addition; Remaining Contract Value of \$196,560.00 for Fiscal Year 2022/2023; Purchase Order# P198336):	\$196,560.00
Current Contract Total:	\$388,752.00
This Contract Amendment #2 (Funding Increase/Addition for Fiscal Year 2023/2024; Purchase Order# P201337):	\$205,920.00
Revised Contract Amount:	\$594,672.00

This Change is Acceptable:**Name of Firm**

Carper Civil Consulting, LLC

Lauren Carper

Print Name

Lauren Carper

Signature

11/21/2023

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 11/20/2023

COST CHANGE AMENDMENT DETAILS

Contract Amendment #2

PROJECT NAME: Project Management Professional Services

CIP NUMBER: SS7591

I. SCOPE ADDITION/DELETION

The following change in existing Task 1 is required to perform additional Project Management Professional Services for Fiscal Year 2023/2024.

Task 1 – Project Management Services

In the current project scope, the Consultant provides a single Project Manager to provide project management and consultant oversight to the City including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. At the request of the City, the Consultant will provide two Project Managers due to increased need for Project Management services. Consultant will add Tom Keefer as an additional Project Manager to provide the services outlined in the original contract dated July 26, 2021. Hourly billing rates of \$132 will not change. Compensation assumes an average of 35 hours per week for Tom Keefer and an average of 25 hours per week for Lauren Carper from January 1, 2024 through June 30, 2024.

II. COMPENSATION

The following changes to the initial SS7591 contract are recommended to incorporate additional project management services for this proposed amendment:

- Task 1 – Project Management Services – increase dollar amount by \$205,920.

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract (Not-to-Exceed)	Current Amendment (Not-to-Exceed)	New Contract Value (Not-to-Exceed)
Task 1	Project Management Services	\$388,752.00	\$205,920.00	\$594,672.00
Total Fee		\$388,752.00	\$205,920.00	\$594,672.00

III. SCHEDULE

Contract Amendment #2 does not change the Original Agreement Term of August 3, 2021 through August 2, 2024.

IV. SUBCONSULTANT FIRM INFORMATION

There are no subconsultants on this project.



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project SS7549; Woodlands Force Main Replacement, as requested by Columbia Water on August 30, 2023. Award to Williams Infrastructure, LLC in an amount not to exceed \$678,794.60, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R221730

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Woodlands Force Main Replacement SS7549 (5529999-SS754901-658650). The original budget amount is \$847,423.50.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

PURPOSE:
This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal. The CDBE goal was exceeded at 17.83%.

Williams Infrastructure, LLC is the prime contractor and will provide sewer replacement services at 75.83% (\$467,927.00) of the total contract amount.

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

Wallace Mechanical, Inc., a Minority Business Enterprise and a Disadvantaged Business Enterprise located in Cheraw, SC, will provide sewer line materials at 17.83% (\$110,000.00) of the total contract amount.

Amrrock, located in Plant City, FL, will provide manholes at 3.43% (\$21,159.00) of the total contract amount.

Sloan Construction, located in Columbia, SC, will provide asphalt services at 0.32% (\$2,000.00) of the total contract amount.

Xylem America Services Team, located in Summerville, SC, will provide bypass pumping services at 2.59% (\$16,000.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID008-23-24-UJ.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$617,086.00
Contingency (10%)	\$ 61,708.60
Total	\$678,794.60

ATTACHMENTS:

- **#a:** Contract approved by Legal - Bid008-23-24-UJ (PDF)
- **#b:** Compliance Memo - Bid008-23-24-UJ (002)(PDF)
- **#d:** Official Bid Tabulation - Bid 008-23-24-UJ (PDF)
- **#e:** Revised BIR Form - Bid008-23-24-UJ (PDF)
- **#f:** Memo Item SS7549-- Woodlands Force Main Replacement(PDF)
- **#g:** Tear Sheet SS7549 (PDF)

CONTRACT

City of Columbia, South Carolina

Woodlands Force Main Replacement

SS7549 CDBE

BID008-23-24-UJ

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Williams Infrastructure, LLC**, with legal address and principal place of business at **P.O. Box 6414, Columbia, South Carolina 29260**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred fifty (150)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Six Hundred Seventeen Thousand Eighty-Six Dollars and Zero Cents (\$617,086.00)**. This Contract also provides for an additional contingency in the amount of **Sixty-One Thousand Seven Hundred Eight Dollars and Sixty Cents (\$61,708.60)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance

with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers" and Part 20 "Specifications for Sodding, Fertilizing and Seeding", all of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9 Project Manual.

9.2.10 Drawings, numbered C-0.0 through TD-1.0 inclusive and dated 04/17/2023.

9.2.11 Addenda number 1 to 2, inclusive.

9.2.12 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

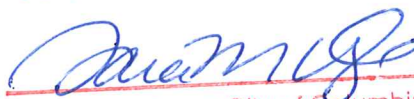
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Latonya B. Germany, Program Compliance Specialist

FROM: Ulsylla T. Johnson, Contract Specialist
Department of Procurement and Contracts

DATE: October 31, 2023

SUBJECT: BID008-23-24-UJ Woodlands Force Main Replacement (SS7549) CDBE

Bids for this project were opened publicly at 11:00 AM on October 26, 2023.

Bids submitted for the referenced project were in participation with the CDBE Program. The apparent *responsive* low bidder is **Williams Infrastructure, LLC. of Columbia, SC at \$617,086.00.**

Please review for CDBE Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *LaTonya B Germany*
Latonya B. Germany, Program Compliance Specialist

DATE: *November 10, 2023*

Event Number	BID008-23-24-UJ	Organization	City of Columbia, SC
Event Title	Woodlands Force Main Replacement (SS75	Workgroup	Purchasing
Event Description	Invitation for Bid Opening will be held by co	Event Owner	Ulsylla Johnson
Event Type	IFBs	Email	Ulsylla.johnson@columbiasc.gov
Issue Date	10/12/2023 01:30:01 PM (ET)	Phone	
Close Date	10/26/2023 11:00:00 AM (ET)	Fax	Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Williams Infrastructure, LLC	Lexington	SC	10/26/2023 09:17:45 AM (ET)	1	\$617,086.00
Carolina Tap & Bore, Inc.	West Columbia	SC	10/26/2023 08:46:08 AM (ET)	1	\$847,450.00
G H Smith Construction, Inc	Columbia	SC	10/26/2023 09:01:24 AM (ET)	1	\$1,512,580.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Business Information Record for Subconsultants/Subcontractors

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

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Wallace Mechanical	V017928	sewer line material	\$110,000 -	17.83%	MBE	BM
Annonack	V017929	manholes	\$21,159 -	3.43%	N/A	N/A
Sloan	V003282	asphalt	\$2000.00	0.32%	N/A	N/A
Xylem	V000074	bypass pumping	\$16,000 -	2.59%	N/A	N/A
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 149,159.00

TOTAL CONTRACT AMOUNT: \$ 617,086.00

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

Business Name: Williams Infrastructure, LLC

Representative Name/Title: Joseph Williams / Owner

Date: 10/26/2023



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 21, 2023

SUBJECT: Recommendation for Approval
SS7549– Woodlands Force Main Replacement

The Department of Procurement and Contracts in coordination with Columbia Water respectfully requests your review and approval of the (SS7549) Woodlands Force Main Replacement Project. Highfill Infrastructure Engineering's recommendation was for the low bidder, Williams Infrastructure, LLC for (\$617,086).

The purpose of this project is to replace 2,500 linear feet of an 8-inch cast iron Force Main. The Force Main has been identified as needing replacement. The Force Main generally travels across a recreation area of the Rowan Apartment Community before turning parallel with Southern Drive. Finally, the Force Main turns again and runs parallel with Bluff Rd. before discharging into a manhole near the intersection of Bluff Rd. and Mauney St. This project will provide a new PVC Force Main to replace an aged infrastructure.

This is a CDBE construction project with a 17% goal. This Project has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements.

If you have questions or concerns, please do not hesitate to contact our office.

SS7549 Woodlands Force Main Replacement

Project Description:

The purpose of this project is to replace 2,500 linear feet of an 8-inch cast iron Force Main. The Force Main has been identified as needing replacement. The Force Main generally travels across a recreation area of the Rowan Apartment Community before turning and running parallel with Southern Drive. Finally, the Force Main turns again and runs parallel with Bluff Rd. before discharging into a manhole near the intersection of Bluff RD. and Mauney St.

Objectives:

This project will provide a new PVC Force Main to replace an aged 8-inch cast iron Force Main.

Project Type:

Force Main Replacement due to aged infrastructure.

Council District:

System-wide generally

Project Funding:

This project is being funded through the City's Wastewater CIP at a low bid of \$617,086.

Current Project Status:

The Project has been bid. In the process of awarding bid and Council approval. The Project is slated to start in April 2024.

Project Contact:

L. Maxwell Morgan, III, PE
Project Manager
803.609.8980 | Leon.Morgan@columbiasc.gov





We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project WM4733; Waterline Planning and Design for Forest Acres along North Trenholm Road from Forest Drive to Decker Boulevard, as requested by Columbia Water on November 10, 2023. Award to HDR Engineering, Inc. of the Carolinas in an amount not to exceed \$1,189,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date twenty months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R225716

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Forest Acres Water Quality Improvement - Capital Project Costs (5529999-WM473301-658650). The original budget amount is \$1,189,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. HDR Engineering Inc., of the Carolinas is the mentor and will provide project management, waterline design, permitting and construction phase services at 53.50% (\$636,150.00) of the total contract amount.

Highfill Infrastructure Engineering, P.C., located in Columbia, SC, is the protégé and will provide civil engineering services at 20.00% (\$237,800.00) of the total contract amount.

The following subconsultants will provide additional services:

ESP, Associates, Inc., located in Fort Mill, SC, will provide utility location services at 26.50% (\$315,050.00) of the total contract amount.

There were ten (10) responses to RFQu004-19-20-BFF Utility Relocation & Improvement Services.

ATTACHMENTS:

- **#a:** Final.Contract.WM4733NTrenholmRd.HDR.RFQ004-19-20-BF (PDF)
- **#b:** Memo.WM4733Forest Acres-NTrenholm (PDF)

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is being awarded under procurement method RFQu004-19-20-BF Utility Relocation & Improvement Services.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and HDR Engineering, Inc. of the Carolinas (hereinafter referred to as the "Engineer"), to provide design services, bidding, permitting, and construction administration services for WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd for the City of Columbia, SC.

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

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

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

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

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

term of twenty (20) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Engineer under this Contract shall not exceed One Million, One Hundred Eighty-Nine Thousand Dollars and No/100 (\$1,189,000.00).
 - B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

C. Invoicing Procedure

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

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

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

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

The Engineer must comply with the affirmative action terms and conditions as

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>20.00</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineers Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount of One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount of One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Annual Aggregate.

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured on the General Liability and Automobile policies*.
- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever to the extent caused by the negligent acts, errors, or omissions by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, reasonable defense costs, legal fees and costs, and reasonable attorney's fees for an appeal.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Contract. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

D. The Engineer shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Contract, with the exception of those standard details and specifications regularly used by the Engineer in its normal course of business, shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Contract. Any reuse or modification of such data, documents or other information for the purposes other than those intended by the Engineer in its scope of services shall be at the City's sole risk and without liability to the Engineer.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Contract shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Contract. Any reuse or modification of such data, documents or other information for the purposes other than those intended by the Engineer in its scope of services shall be at the City's sole risk and without liability to the Engineer.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

HDR Engineering, Inc. of the Carolinas

Name: Raven Gambrell, P.E.
Title: Office Principal
Address: 1122 Lady Street
Columbia, SC 29201
Phone: (803) 254-5800
Fax: N/A
Email: raven.gambrell@hdrinc.com

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

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

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Contract. The Engineer does not act as the City's agent or employee. Engineer shall provide its services in accordance with the normal degree of care and skill of other reputable Engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

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

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

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts,

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.

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

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

- I. This Contract is subject to City Council approval.

- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

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

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

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Contract are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City, or as required by law, subpoena or other court order.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Boulevard

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

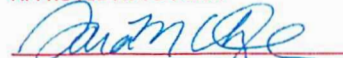
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

11/15/2023

HDR ENGINEERING, INC., OF THE CAROLINAS


Jonathan Henderson, SVP

Print: Name/Title


Signature

Date: 11/17/23

(Corporate Seal)

Attest


Elizabeth Oswell

Signature

Date: 11.17.2023



HDR Engineering, Inc. of the Carolinas
WM4733 Forest Acres - N. Trenholm Road from Forest Drive to Decker Blvd

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

Exhibit A: Scope of Services

The Trenholm Road Waterline project will install approx. 17,000 LF of 16" waterline along Trenholm Road from Forest Drive (just north of the intersection) to Decker Boulevard (just southwest of the intersection). The major tasks included in this scope of services are listed here and further described in the paragraphs below.

- Task 1: Project Management
- Task 2: Utility Locates
- Task 3: 60% Design
- Task 4: Bidding and Award
- Task 5: Design Update
- Task 6: Permitting
- Task 7: Construction Phase Services

Task 1. Project Management

Perform administration and accounting tasks including the setup and management of a project accounting system, preparing monthly invoices, internal project reviews, and reviewing and paying subconsultant invoices.

Coordinate project activities, data needs, schedule, decisions, etc. with Owner staff and subconsultants. Prepare for and attend progress meetings to provide updates, review progress, discuss current activities, and make decisions. Anticipated meetings include a project kick-off meeting, and 8 monthly progress / design review meetings.

Assumptions and Exclusions for Task 1

- No public outreach, property owner notifications, public meetings, or other public communications are included in the scope.
- Meetings during the Construction Phase are included in Task 7.

Task 2. Utility Locates

Existing utilities will be located and marked along Trenholm Road within the project limits. This task includes the items listed below.

- Horizontal and Vertical Control – Establish horizontal and vertical control along the project corridor, this includes performing a horizontal control traverse adjusted to NAD 83/2011 datum and establishing vertical control based on the NVGD 1988 datum.
- SUE Quality Level D – Subsurface utility record research will be performed. SC811 will be contacted to determine which member utilities have facilities in the project area, all member utilities will then be contacted to request records of their utility.
- SUE Quality Level C – Field surveys will be performed to locate above ground utilities such as utility poles, sanitary and stormwater manholes, fire hydrants, water valves, etc. Invert elevations will be surveyed for incoming and outgoing pipes within each manhole or structure that has a removable lid.

- SUE Quality Level B – Electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) will be utilized to determine the approximate horizontal position of detectable utilities. Impulse Radar 3D GPR will also be utilized within the roadway limits where high quality GPS signals are available to determine the approximate vertical location of detectable utilities.

Assumptions and Exclusions for Task 2

- No Level A (soft-digs or vacuum excavations) utility locations of any of the existing utilities is included in the scope.
- No planimetric or topographic survey will be performed. Aerial imagery will be used to develop base maps for plan view and GIS based contours will be used to develop profile view. Assume that the Owner can obtain the latest 2021 high resolution aerial imagery and contour data from the County for use on this project.
- No property survey will be performed. Assume the proposed waterline will be installed under the road pavement and therefore identifying the location of the property and road r/w lines is not required.
- No easement mapping or documents will be developed. Assume the proposed waterline will be installed under the road and all work will be within existing road r/w.

Task 3. 60% Design

Prepare drawings and specifications for the proposed waterline. Drawings and specifications will be submitted to the Owner for review at the 60% design level. The documents will be updated based on comments received and reissued as the bid set.

- Waterline will extend approx. 17,000 LF within the pavement limits of Trenholm Road from Forest Drive (just north of the intersection) to Decker Boulevard (just southwest of the intersection).
- Connections will be made to all existing waterlines extending along side streets that intersect Trenholm Road.
- New water service lines will be extended from the new waterline to existing water meters and connected on the City side of the meter. Water meters, meter boxes, and piping within the meter area will not be replaced. Scope does not include adding, relocating, or replacing meters or backflow preventers.
- New 6" fire hydrant pipe will be extended from the new waterline and new fire hydrants will replace the existing fire hydrants at their current locations.
- Plan views will be developed from GIS based aerial imagery provided by the Owner. Utility survey data will be added overtop the aerial imagery.
- Profile views will be developed from GIS based contours provided by the Owner. Profile views will be developed for the waterline along Trenholm Road, but not for the side street connections, hydrant legs, or service connections.
- Erosion and Sediment Control devices will be shown on the plan/profile sheets.
- Maintenance of Traffic general notes, typical schemes with SCDOT standard drawing references, and typical staging narrative using SCDOT template will be included on the drawings.

- Specifications will be developed from the Owner's standard front-end and technical specifications. Front-end specifications will be edited for this project.

Assumptions and Exclusions for Task 3

- No preliminary engineering report, basis of design document, or hydraulic analysis will be prepared. Owner will provide the diameter of the proposed waterline along Trenholm Road (assumed to be 16") and side street connections and provide the expected maximum internal water pressures that are to be used for design.
- No soil borings will be performed and no geotechnical reports will be developed. Assume that all waterline will be installed by open cut (no trenchless) at shallow bury depths. No soil corrosivity or stray current studies are included in the scope.
- Only one set of drawings and specifications will be prepared for entire project. If project is bid as two phases (multiple construction projects) to reduce construction schedule, assume that notes on drawings will define which drawings apply to each phase. Preparing separate drawings and specifications for multiple phases is not included in the scope.
- The waterline will be designed and installed under the pavement of Trenholm Rd. Assume that there is sufficient space, with no conflicting parallel utilities, and that SCDOT will approve installation under the road pavement.
- The waterline connections to the existing side street waterlines at each intersection will not extend out further than 100 LF from the centerline of Trenholm Road and will be installed under the pavement of the side streets.
- Profile views will only be developed for the 16" waterline, not for the side street connections, hydrant legs, or water service piping.
- Comments from the Owner' review will be provided in a single, consolidated document. Comments provided by the Owner will not change previous comments, decisions, directions, layouts, or alignments provided by the Owner.

Task 4. Bidding and Award

Prepare 'Issued for Bid' drawings and specifications for advertisement of bids based on the 60% design level and assist the Owner with the following activities:

- Provide PDF copies of the contract documents to prospective bidders.
- Attend Pre-Bid Conference.
- Respond to bidder questions and issue addenda as necessary.
- Attend Bid Opening.
- Prepare certified bid tabulation.

Assumptions and Exclusions for Task 4

- To meet the project schedule, the project will be bid using the 60% Design drawings and specifications. The Project will be bid using estimated quantities and will establish unit prices, final quantities will be determined during construction and paid at the unit prices established during bidding.
- Scope does not include re-bidding the project if bids received are not accepted.

Task 5. Design Update

Following the 60% Design, and during the Bidding and Award phase, the drawings and specifications will be updated to further define and detail the work for permitting and construction.

Following review and approval from the regulatory agencies, drawings and specifications will be updated to address agency comments and will be provided to the selected contractor(s) as 'Issued For Construction'.

Assumptions and Exclusions for Task 5

- No additional water infrastructure beyond that listed under the 60% Design task will be added to the project.
- Comments from the Owner' review will be provided in a single, consolidated document. Comments provided by the Owner will not change previous comments, decisions, directions, layouts, or alignments provided by the Owner.
- Only one set of drawings and specifications will be prepared for entire project. If project is awarded to two contractors, as two phases, assume that notes on drawings will define which drawings apply to each phase. Preparing separate drawings and specifications for multiple construction projects is not included in the scope.

Task 6. Permitting

Provide drawings, specifications, and permit applications for the following permits and respond to agency comments.

- DHEC NPDES (Erosion & Sediment Control).
- SCDOT Encroachment

Assumptions and Exclusions for Task 6

- Permit review fees for the two permits listed above will be paid by Engineer.
- The City determines this project to be maintenance, therefore a DHEC Construction Permit (Water Facilities) is not required.
- Size calculations, hydraulic modeling results, fire hydrant flows and pressures, and any other supporting data required by the review agencies, will be provided by Owner.

Task 7. Construction Phase Services

Following award of the construction contract by Owner to the selected contractor(s), Engineer shall perform the following services. The scope is based on an 8-month continuous construction duration beginning immediately following the design and bidding phases.

- Meetings. Attend and participate in the Construction Kick-off Meeting and, after pipe installation begins, Bi-Monthly (2 meetings per month) Progress Meetings with Contractor and Owner over a period of 8 months.
- Site Visits. Make two site visits per week during active construction to observe the work being performed to check for general compliance with the contract documents.
- Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to address Contractor questions.

- Shop Drawings. Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the Contract Documents and compatibility with the design concept of the completed Project.
- Substitutes and "or-equal." Review the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor based solely on data provided by the Contractor.
- As-Recorded Drawings. Prepare As-Recorded Drawings by incorporating changes noted by the Contractor during construction. Engineer will solely rely on the data provided by the Contractor and will not perform surveys or other work to collect additional data or to verify or correct data provided by the Contractor.

Assumptions and Exclusions for Task 7

- The review of Shop Drawings, and other submittals, will not include a review of means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs, nor will include any temporary works or facilities such as excavation support system designs, calculations, or methods.
- For any material or equipment substitution requests, it will be Contractor's responsibility, not Engineer's, to provide sufficient data, test reports, comparison tables, etc., to confirm equal status to materials and equipment previously approved.
- The scope assumes limited site visits by the Engineer. Therefore, the scope assumes that the Owner will:
 - Provide any additional field visits, observations, or inspections that they determine appropriate.
 - Review and approval of Contractor pay applications.
 - Witness and approve all testing that may be required such as pipe pressure and water quality tests, backfill or pavement compaction tests, etc.
 - Be the primary contact for the Contractor for all day-to-day construction related questions and provide proper response directly back to the Contractor.
 - In conjunction with the Contractor, perform all required communications to property owners, customers, and the public related to traffic impacts, water outages, etc.
- Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents. Engineer shall not control or have charge of, and shall not be responsible for, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction.

Exhibit B: Schedule

The Project Schedule for the major tasks is shown below.

- Project Notice-to-Proceed:
 - December 6, 2023.
- Task 1: Project Management:
 - December 6, 2023, to August 1, 2025
- Task 2: Utility Locates:
 - December 6, 2023, to April 1, 2024.
- Task 3: 60% Design:
 - December 6, 2023, to June 1, 2024.
- Task 4: Bidding and Award:
 - June 1, 2024, to August 1, 2024.
- Task 5: Design Update:
 - June 1, 2024, to November 1, 2024.
- Task 6: Permitting:
 - August 1, 2024, to October 1, 2024.
- Task 7: Construction Phase Services:
 - August 1, 2024, to August 1, 2025.

Exhibit C: Compensation

Engineer will complete the scope of services described in Exhibit A for a lump sum fee of \$1,189,000.00 based on the following breakdown of the major tasks.

- Task 1: Project Management:
 - \$46,400.00
- Task 2: Utility Locates and Survey:
 - \$359,200.00
- Task 3: 60% Design:
 - \$317,600.00
- Task 4: Bidding and Award:
 - \$27,200.00
- Task 5: Design Update:
 - \$88,600.00
- Task 6: Permitting:
 - \$9,700.00
- Task 7: Construction Phase Services:
 - \$340,300.00

Exhibit D

Business Information Record for Subconsultants/Subcontractors

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

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Highfill Infrastructure Engineering, P.C. DUNS No. 080560074 CAGE No. 7TNP3	Vo16533	Civil Engineering Services	\$237,800.00	20.0%	SBE	N/A
ESP Associates, Inc. DUNS No. 362258592 CAGE No. 1TYE0		Utility Locating Services	\$315,050.00	26.5%	N/A	N/A
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ \$552,850.00

TOTAL CONTRACT AMOUNT: \$ \$1,189,000.00

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

Business Name: HDR Engineering, Inc. of the Carolinas

Representative Name/Title: Raven Gambrell, Office Principal

Date: November 3, 2023

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Highfill Infrastructure Engineering, P.C.

Company Name

1320 Main Street, Suite 260

Physical Address

1320 Main Street, Suite 260

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

803-250-6214

N/A

Phone number

Fax number

Ray Cox

David Johnson

Primary Contact Name

Secondary Contact Name

rcox@hiepc.com

djohnson@hiepc.com

Primary Contact Email Address

Secondary Contact Email Address

04-3791606

V016533

Federal ID #

Vendor #

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

ESP Associates, Inc.

Company Name

3475 Lakemont Blvd., Ft. Mill, SC 29708

Physical Address

P.O. Box 7030

Mailing Address

Charlotte, NC 28241

City/State Zip Code + 4

803-802-2440

803-803-2515

Phone number

Fax number

Joe Hendrick (President)

Joseph R. Bruno, Jr. (Ex Vice President)

Primary Contact Name

Secondary Contact Name

jhendrick@espassociates.com

jbruno@espassociates.com

Primary Contact Email Address

Secondary Contact Email Address

56-0599737

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/9/2023 Mentor Amount: \$636,150.00
Project Name: Trenholm Rd Waterline Mentor % of Total Contract: 53.5%
Project #: WM4733 Protégé Amount: \$237,800.00
Mentor: HDR Engineering, Inc. of the Carolinas Protégé % of Total Contract: 20%
Protégé: Highfill Infrastructure Engineering Duration of the Project: 20 months
Total Project Contract Amount: \$1,189,000.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

Highfill Infrastructure Engineering (Highfill) will subcontract to HDR Engineering, Inc. of the Carolinas through a standard engineering subconsultant agreement. HDR staff will serve as the Project Manager and coordinate directly with City staff members. Highfill staff will participate in design meetings, perform design reviews, assist with permitting, and participate in construction phase services.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

The project will provide Highfill additional opportunities to expand their water related services to clients in Columbia, SC area. The project will also provide exposure for Highfill staff to City of Columbia staff and construction projects.



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Phone: 803-545-3950

3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.

Specific milestones for this project include 60% design, final design, bidding and award, permitting and completion of construction phase services. Project goals related to the Mentor-Protégé Agreement include achieving the billing goal for the Protégé and using this project as an example for future projects with the City of Columbia.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.

Mentor:

HDR staff assigned to this project include representatives from the local Columbia, SC office with oversight from staff in Charlotte, NC and Raleigh, NC.

Protégé:

Highfill staff assigned to the project include representatives from the local Columbia, SC office.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
ESP Associates, Inc.	HDR Engineering, Inc. of the Carolinas	HDR Engineering, Inc. of the Carolinas

Special Arrangements:

There are no special arrangements related to this project.



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 Phone: 803-545-3950

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

HDR will provide Project Management, waterline design, permitting and procurement and construction phase services.

b. Description of Protégé responsibilities on project:

Highfill will participate in design meetings, perform design reviews, assist with permitting, and take

c. Description of responsibilities that will be completed as a team:

Permitting and construction phase services will involve both HDR and Highfill.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

60% Design - 6 months. Highfill will be engaged with design meetings and design reviews.

Bidding and Award - 2 months.

Design Update - 5 months. Highfill will be engaged with design meetings and design reviews.

Permitting - 2 months. Highfill will assist with permitting.

Construction Phase Services - 12 months. Highfill will take a leading role in construction phase services including progress meetings, submittal reviews, and site visits.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

The agenda for regularly scheduled meetings include (1) Review of Work Completed (2) Review of Anticipated Upcoming Work (3) Review of Staff Assignments (4) Progress Invoicing.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Highfill will submit monthly invoices to HDR. HDR will include Highfill invoice in HDR's monthly invoices to the City of Columbia. Once payment is received, HDR will provide payment to Highfill.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by HDR Engineering, Inc. of the Carolinas (Mentor Firm) this 10th day of November 2023.
Corporate SEAL

By: [Signature]
Title: SVP
Firm Name: HDR Engineering, Inc. of the Carolinas

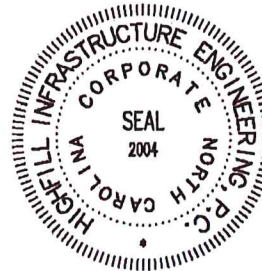


ATTEST:
By: Elizabeth C. Bull
Title: Assistant Secretary

EXECUTED by Highfill Infrastructure Engineering (Protégé Firm) this 10 day of November 2023.
Corporate SEAL

By: John W. McLaughlin, PE
Title: Vice-President
Firm Name: Highfill Infrastructure Engineering

Digitally signed by John W. McLaughlin, PE
DN: cn=US, email=jmclaughlin@highfill.com, o=Highfill Infrastructure Engineering PC,
ou=Contractors, c=US, John W. McLaughlin, PE
Date: 2023.11.10 10:49:51-0500



ATTEST: [Signature]
By: David P. Johnson, PE
Title: Senior Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 16th day of November 2023.

By: Cassandra Fletcher

Title: Compliance Administrator



WM4733 Forest Acres: Trenholm Rd

WM4733 - Water Main Construction along N. Trenholm Rd from Forest Dr to Decker Blvd

Upgrade of approximately 17,000 linear feet of 16-inch ductile-iron pipe (DIP) along N. Trenholm Road. The project is being expedited to finalize construction prior to SCDOT resurfacing.

It is requested that City Council Approve the contract for HDR design services. The services include surveying, design, bidding assistance, and construction oversight and will be performed on an expedited timeline so that construction can proceed ahead of planned SCDOT resurfacing.

Schedule:

Construction Start Date: Fall 2024

Approximate Construction Duration:

365 Consecutive Calendar Days

*Pending permitting and material availability

Project Need: The existing water distribution system along N Trenholm road is nearing its end of life. Repetitive water main breaks cause traffic hazards on this major roadway. The existing infrastructure will be upgraded to a 16 inch water main to bring added water quality improvements to this area of the system.

Design Cost: \$1,189,000

Approx. Construction Cost: \$15,000,000

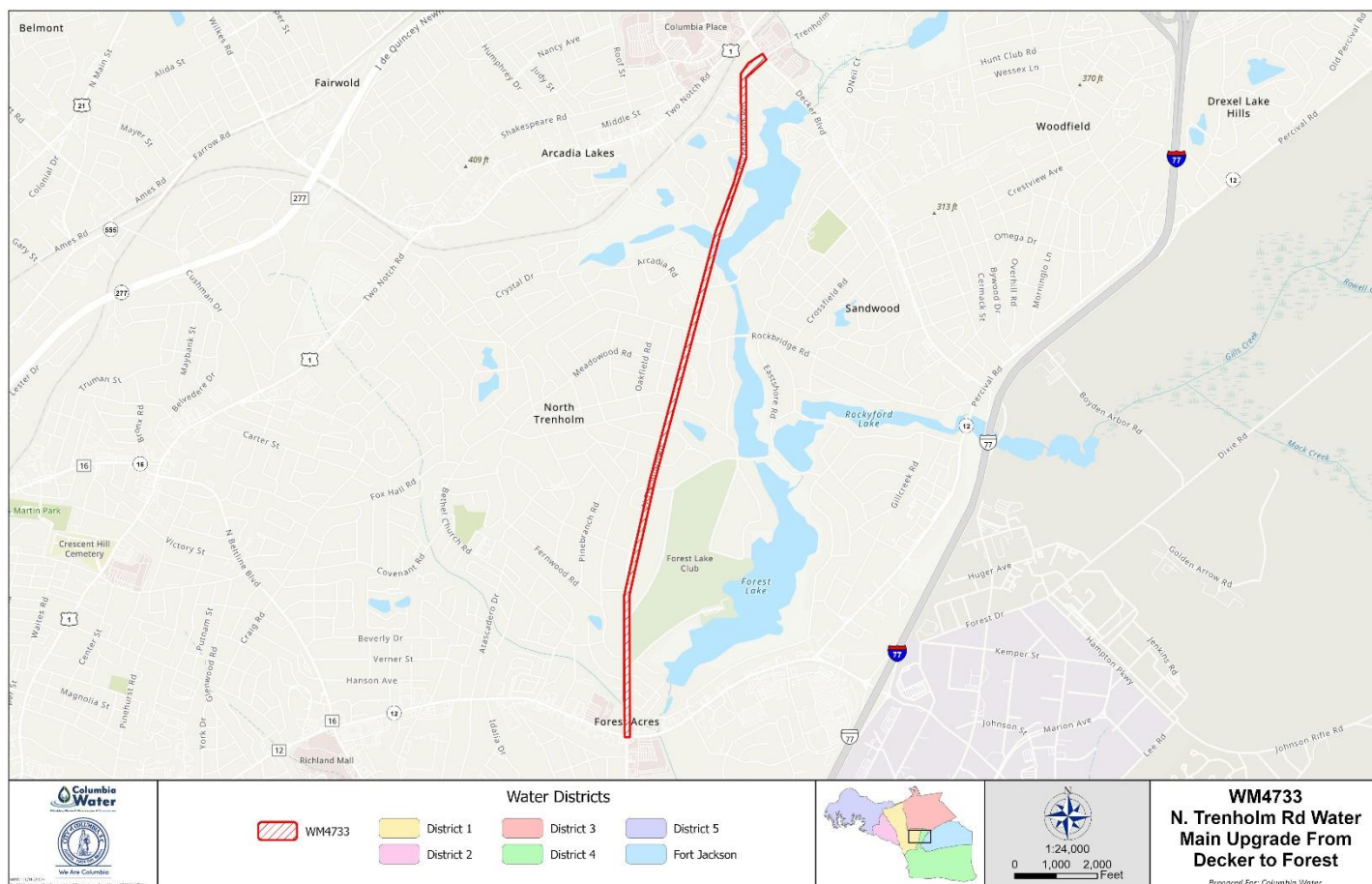
*Construction cost estimate will be revised throughout design.

For More Information:

Aaron Marshall, Civil Engineer

Email: Aaron.Marshall@ColumbiaSC.gov

Phone: 803-545-3266





We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7644; Consent Decree and Capital Improvement Program Management Professional Services, as requested by Columbia Water on May 9, 2023. Award to CDM Smith, Inc., in an amount not to exceed \$3,950,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for five additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R225666

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Consent Decree Program Management - Capital Project Costs (552999-SS764401-658650). The original budget amount is \$4,000,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

PURPOSE:

CDM Smith, Inc., is the prime and will be providing program management, program control, technical support, project delivery and capital improvement program management, operations and maintenance, information management system support, and as requested miscellaneous consent decree services at 79.63% (\$3,145,467.00) of the total contract amount.

The following subconsultants will provide additional services:

Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, will provide documentation standardization assistance and project management support services at 2.93% (\$115,720.00) of the total contract amount.

Blue Cypress Consulting, a Minority Business Enterprise (W) located in Decatur, GA, will provide analysis of existing data services at 1.90% (\$75,110.00) of the total contract amount.

Comprehensive Business Consultants, a Minority Business Enterprise (W) located in Columbia, SC will provide project management support services at 6.72% (\$265,400.00) of the total contract amount.

DESA, Inc. a Minority Business Enterprise (W) located in Columbia, SC will provide document controls, project support, and public outreach services at 4.08% (\$161,207.00) of the total contract amount.

ELL Enterprises, a Minority Business Enterprise (W) located in Chapin, SC will provide EPA lead & copper rule compliance, continual sewer assessment program plan maintenance, computerized maintenance management system, and assets management processes services at 4.74% (\$187,116.00) of the total contract amount.

There was one (1) response to RFQu002-22-23-KDD Consent Decree and Capital Improvement Program Management Professional Services.

ATTACHMENTS:

- **#a:** SS7644 Memo CW2020 Program.CDMSmithInc.RFQu002-22-23-KDD (PDF)
- **#b:** SS7644 Consent Decree Program Final Contract CDM Smith (PDF)
- **#c:** SS7644_Consent Decree Program Services_Location Map (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: December 5, 2023

Subject: Recommendation for Approval
Professional Services Contract – CDM Smith
SS7644 – Consent Decree and CIP Management Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with CDM Smith to provide funding for Consent Decree and Capital Improvement Program Services for Clean Water 2020. The amount of this Contract is \$3,950,000.00.

This is a new agreement for these services. The purpose of this project is to continue to provide support over the duration of the Consent Decree and Capital Improvement Program, including complying with Consent Decree monitoring and reporting requirements, providing technical support and oversight, providing coordination and oversight of design consultants and construction contractors, supporting the City with wastewater treatment plant (WWTP) and collection system Operation and Maintenance (O&M) assistance, and GIS and Information Management System assistance.

This Project is a Clean Water 2020 project with Consent Decree clauses with Liquidated Damages.

The contract period from the original solicitation expires December 2023 and a new Request for Qualifications (RFQu) was issued to solicit services for the next six year period. This contract is the result of the RFQu process evaluations and negotiations.

If you have questions or concerns, please do not hesitate to contact our office.

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu002-22-23-KDD Consent Decree and Capital Improvement Program Management Professional Services.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and CDM Smith, (hereinafter referred to as the “Consultant”), to provide program and Consent Decree services through the Clean Water 2020 Program (CW2020) for the City of Columbia, SC.

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

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

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

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

CDM Smith Inc.
Consent Decree and Capital Improvement Program Management Professional Services
term of one (1) year, with the option to continue with work for five (5) additional one
(1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Three Million, Nine Hundred Fifty Thousand Dollars and No/100 (\$3,950,000.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services

C. Invoicing Procedure

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

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

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

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Contract,

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>13.73</u>	%
WBE	<u>6.64</u>	%
LSA	<u>N/A</u>	%

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

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

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

CDM Smith Inc.
Consent Decree and Capital Improvement Program Management Professional Services

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

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

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured* on the General Liability and Automobile policies.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever to the extent relating to or arising out of any negligent action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice,

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services shall have the right at its election to defend any and all actions or suits or to join in defense.

- D. In no event shall the Consultants total liability to City and/or any of the City's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Contract from cause or causes, including, but not limited to, the Consultants negligent act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to the Consultant under this Contract or \$3,950,000, whichever is less.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.

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

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City. Notwithstanding any provisions to the contrary contained in this Contract, the Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates, and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance the City.

15. **RIGHT to RELY** - City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Contract. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Contract. Consultant's scope of work does not include verifying City Provided Information for accuracy or completeness. City may request an independent review of City Provided Information by Consultant pursuant to a mutually agreed amendment to this Contract. Consultant shall be entitled to an adjustment in price and schedule to the extent that any corrective action in Consultant's Services arises out of inaccurate City Provided Information.

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services
 16. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

CDM Smith Inc.

Name: Bryan Cully, PE, PMP
 Title: Vice President/Program Manager
 Address: 1441 Main Street, Suite 1000
 Columbia, SC 29201
 Phone: (803) 758-4517
 Fax: N/A
 Email: cullybl@cdmsmith.com

17. CONSENT DECREE

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services Consultant shall provide the City with all Preserved Documents upon termination of this Contract.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

Consent Decree and Capital Improvement Program Management Professional Services
 18. **MISCELLANEOUS**

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

CDM Smith Inc.

Consent Decree and Capital Improvement Program Management Professional Services

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

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

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

CDM Smith Inc.
Consent Decree and Capital Improvement Program Management Professional Services Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

CDM Smith Inc.
Consent Decree and Capital Improvement Program Management Professional Services

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

11/14/2023

CDM SMITH, INC.

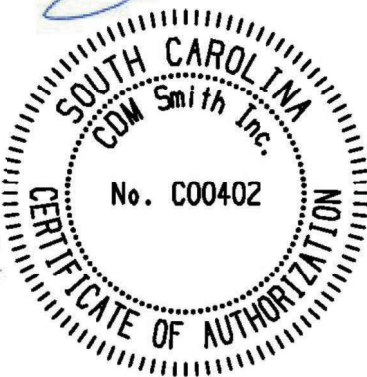
MURRAY L. DADD
SR. CLIENT SERVICE LEADER *[Signature]*
Print: Name/Title Signature

Date: 11/20/2023

(Corporate Seal)

Attest

[Signature]
Signature



Date: 11/20/23

CDM Smith Inc.
Consent Decree and Capital Improvement Program Management Professional Services

List of Exhibits

Exhibit A – Scope of services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A - SCOPE OF SERVICES

City of Columbia
CIP # SS7644
Consent Decree and Capital Improvement Program Management Services
Clean Water 2020 Program

Introduction

CDM Smith Inc. (CDM Smith or PM) will provide Program and Consent Decree services through the Clean Water 2020 Program (CW2020). The CW2020 program was originally established in response to the City's Consent Decree (CD) with the US Environmental Protection Agency (USEPA) and the South Carolina Department of Health and Environmental Control (SCDHEC). Whenever used in this Agreement, the term Services means the services to be performed or furnished to the City by CDM Smith as described in this Agreement. This scope of services provides a framework for the City to direct CDM Smith to provide support over the duration of the CD program (anticipated to be 6 years) in a number of areas including program implementation and controls, technical support and oversight, coordination and oversight of design consultants and construction contractors, supporting the City with Operation and Maintenance (O&M) assistance across the water and wastewater utility systems, and CD compliance, monitoring, and reporting.

The initial term of this Agreement is one (1) year with option(s) to extend annually via contract amendment for up to five (5) additional years. This Agreement authorizes the first-year funding for Program Management services. Some of the Program Management services described herein will not be completed in Year 1, while others will continue for the duration of the program. While this agreement is intended to cover a 52-week period, the actual completion schedule, level of effort for Program Management services, and associated staffing levels and costs may increase or decrease based upon the City's needs, direction, and prioritization of activities. Subsequent funding authorizations will be made by the City on an annual basis (or as needed) via amendment of this Agreement, pending available funding. In advance of future funding authorizations, CDM Smith will provide to the City for review and approval an estimated budget and updated scope of services for continued Program Management services.

CDM Smith shall be the City's principal consultant in providing the services described in this Agreement. The PM and the City shall perform as stated in this Agreement. Nothing in this Agreement shall be construed to mean that the PM is a fiduciary of the City. The PM covenants with the City to furnish its services hereunder properly, in accordance with the standards of its profession, and in accordance with federal, state and local laws and regulations specifically applicable to the performance of the services hereunder which are in effect on the date of this Agreement first written above.

The City and the PM will be working with multiple parties related to the various components of the CW2020 program. The relationships among these parties is described below:

City and Designers: The City has and will enter into separate agreement(s) with one or more Designers to provide for the design of various Projects and certain design-related services during the Construction Phase of the Projects. The term "Project", when used in this Agreement, shall be defined as all work to

be furnished or provided in accordance with the Contract Documents prepared by the Designer. The City shall not modify the Agreement between the City and Designer in any way that is prejudicial to the PM.

City and Contractors: The City has and will enter into separate contract(s) with one or more Contractors for the construction of various Projects (hereinafter referred to as the “Contract”). The Contractor shall perform the Work, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Contract Documents.

Working Relationship: In providing the PM’s services described in this Agreement, the PM shall endeavor to maintain, on behalf of the City, a working relationship with the Contractor(s) and Designer(s).

Limitations: Nothing in this Agreement shall be construed to mean that the PM assumes any of the responsibilities or duties of the Contractor(s) or the Designer(s). The Contractor will be solely responsible for construction means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project and shall perform in accordance with the Agreement between the Designer and the City. It is assumed that the City or their Designer will obtain all required Project permits. The PM’s services shall be rendered compatibly and in cooperation with the services provided by the Designer under the Agreement between the City and Designer. It is not intended that the services of the Designer and the PM be competitive or duplicative, but rather complementary. The PM will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the Agreement between City and the Designer.

The basic services to be provided will be directed towards the following activities:

Task 1 Program Management

1-1. General Program Administration – PM will manage the efforts of its project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor the PM contract budget and schedule, invoice the City, and otherwise direct the progress and resources of the CW2020 program. Additionally, the PM will maintain a Program Management Office (PMO) located in Columbia, SC. The PMO will be maintained in a manner to accommodate City of Columbia staff who may be working closely with the Program Management Team as part of the Consent Decree Compliance Program. The PMO will provide sufficient space for up to 5 City staff members (1 office in addition to 4 dedicated cubicles) and will have sufficient space to accommodate meetings that will be required, as well as the document storage and IT systems required to support the program.

1-2. Coordination and Communication with City Leadership - Throughout the term of the CD program, the PM will maintain regular contact with City staff, including the City’s designated Program Director. In addition to regular contact with the City’s Program Director, the PM may facilitate and lead regularly scheduled meetings, including but not limited to monthly City Manager updates and quarterly Program Assessment meetings with the City of Columbia’s Columbia Water leadership.

1-3. Program Public Relations Support. The CD requires that certain elements of the program be properly processed through various public notification, review, and involvement processes. The implementation of communications procedures will assist the City in managing this process in a proactive and positive manner. The PM may meet, as needed, with appropriate City officials to establish the overall goals of the City's Public Relations practices and specific tasks, measures, and activities that can be used to accomplish these goals. The PM may assist with the implementation of an overall Public Relations Plan that meets the CD requirements and the goals of the City. The PM may support the City through the preparation of program summary information, descriptions of program requirements, draft press releases, presentation templates, and other public information and education materials deemed beneficial.

1-4. Program Team Training- Training of City staff, program staff, and member firms involved in the program on the program's procedures and processes is essential to the continued implementation of an efficient program. The PM may conduct training sessions as needed for the Program team (City staff, program staff, and consulting staff) as the various elements of the Program (i.e. Document Control Procedures, Design standards, Construction Management Guide, Asset Management Plans, etc.) continue to evolve. The training will be designed to facilitate an understanding of the specific program elements being discussed, what guiding policies or procedures are to be used, the responsibilities of the various staff involved, and potentially the transfer of certain responsibilities to the City.

Task 2 Program Controls

2-1. Maintaining Program Schedule and Budget –The PM will maintain and update the scope, schedule, and budget status of active projects, program implementation items, and CD implementation items on a monthly basis. The PM will maintain project files that track changes that affect the scope, schedule and budget for each project that is identified in the Program.

2-2. Maintain and Update Program Risk Register – The PM may conduct a review of existing risks that could negatively impact the implementation and progress of the Program. The PM may develop, maintain, and update a risk register that includes an assessment of the probability of occurrence and consequence of each risk and develop recommendations regarding the proper allocation of the risks.

2-3. Support Program Management Information System – The PM may provide support for the existing Program Management Information System (PMIS) in use by the City for the purposes of program controls and scheduling. The PMIS is distinguished from, but will need to be compatible with, and complementary to the Asset Management Information System that will be required to manage utility system data as addressed under Task 3 of this scope of work. The PMIS approach maintains records of project delivery, budgets, schedules, documentation, and change management. The City's current PMIS approach is a collection of procedures, practices, SharePoint, Excel, databases, and other tools. The City may choose to evaluate and implement a different PMIS. The Program Budget for Year 1 services does not include the cost of any special software license fees, development fees, hardware, PC's or servers to implement control systems, as the PMIS software license is currently under contract with the City. These costs may be presented as Direct Costs and will need to be authorized separately by the City based upon any systems that may be agreed upon.

2-4. Maintain Program Document Control System – The PM may administer the existing procedures, offer suggested procedural improvements as needed, and assist in ensuring systems are in place for centralized document control and document retention/management for the Program as required by the CD.

2-5. Implement Financial Reporting Systems – The PM may assist in the implementation of the City's existing financial system for monitoring project budgets, costs, and cash flow projections.

2-6. Maintain Required Consent Decree Reporting System – The PM will maintain the existing monthly, quarterly, and annual program and project status reporting required under the Consent Decree. PM may implement current procedures in place for the compilation of the information needed for these reports and will take primary responsibility for preparing and submitting reports required under the CD, including getting required City reviews prior to submittal of these reports to EPA.

2-7. City Staff Training on Program Controls – The PM may develop and conduct training for City staff as needed and as requested by the City to allow for the transfer of Program Controls responsibilities to City staff. The training will be designed to facilitate an understanding of the specific program elements being discussed, what guiding policies or procedures are to be used, and the responsibilities of the various City staff involved.

Task 3 Program Technical Support

3-1. Oversee Wastewater Hydraulic Model Implementation – The PM may provide oversight of the continued development, recalibration and application of the hydraulic modeling work as required by the CD or as requested by the City. Hydraulic model development, recalibration and application will be performed by another City consultant. The PM may provide direction and oversight to the consultants developing the model, technical reviews of the model, and interpretation of the CD with regard to maintaining compliance.

3-2. Continuing Sewer Assessment Program (CSAP) – The PM may provide technical expertise and resources to support and oversee the implementation of the CSAP. The CSAP includes requirements for flow and rainfall data collection and analysis, as well as other condition assessment approaches and technologies as described in the CD. The results of the CSAP implementation may be used to prioritize the future improvements to the City's collection and transmission system required in the Infrastructure Rehabilitation Program (IRP) of the CD. Included in the CSAP will be the methods the City uses to identify assessment and rehabilitation priorities based on program goals, which will focus on reducing sanitary sewer overflows (SSOs). The CSAP will be compatible with the approach as outlined in the Consent Decree and with the City's Asset Management approach.

3-3. Capacity Assurance Program (CAP) – The PM may assist the City in the continued implementation of the existing CAP. This approach will be used by the City until acceptance of the final CAP by EPA. The PM may assist the City in the development and submission of the final CAP to EPA, the exact timing of which will be dependent on the EPA's approval of the Hydraulic Model

Report. Upon submission to and approval of the final CAP by the EPA, the PM may assist the City in the implementation of the final CAP. This assistance may include limited oversight of the CAP consultant.

3-4. Infrastructure Rehabilitation Program (IRP) – The PM may assist the City in the oversight of the IRP. The PM may assist the City in overseeing, managing, and documenting implementation of the required system rehabilitation and improvement projects that are included in the major and minor system IR reports as approved by EPA, any other requirements that may arise to meet the intent of the CD, or future priorities as determined by the City’s Asset Management approach. PM may also review work progress in helping to determine the effectiveness of chosen rehabilitation.

3-5. Oversee Water System Hydraulic Model Development – The PM may provide oversight of the development and application of the hydraulic modeling work for the City’s water distribution system. Hydraulic model development and application will be performed by another City consultant. The PM may provide direction and project management oversight to the consultants developing the model as well as quality control and technical reviews of the model.

3-6. Asset Management Planning and Implementation – PM may provide, on an as-requested basis, Asset Management support services, to include strategic and tactical activities that will increase the value of the City’s assets while seeking to lower their associated costs and risks. Asset management services may span an array of areas including policy support, project management, performance analysis, process optimization, strategic planning, data collection and analytics, preventative maintenance programs, risk analysis, project or asset prioritization, documentation and control, communications, and regulatory compliance. From a strategic perspective, asset management support may include the development of policies, strategic asset management plans, asset maturity assessments, and roadmap development and implementation. These activities entail facilitated sessions with the City in addition to approval and periodic updates by PM or City staff. Tactical asset management-related services will support the development, implementation, and sustainment of a comprehensive asset management program that will enable the City to proactively oversee its assets and their performance.

3-7. Implement Best Management Practices – PM may help the City identify and implement best management practices which were not initially required by the CD, such as but not limited to, review and recommendation for root control treatment; identification, quantification, and tracking of inflow and infiltration areas; and evaluation of wet weather events.

3-8. CSAP Data Review and Recommendations – PM may assist the City with reviewing inspection data submitted through the CSAP Preventative Maintenance Assistance Contract or other water / wastewater contracts as requested by the City, and making recommendations for further operations and maintenance and rehabilitation work.

Task 4 Project Delivery and CIP Management

4-1. Capital Improvement Program Development and Implementation - PM may assist the City in the development, updating, and implementation of a five-year and ten-year Capital Improvement

Program (CIP) for the water and wastewater systems. PM will work closely with City staff on an ongoing basis to prioritize projects for inclusion in the CIP based on various factors, including but not limited to Consent Decree compliance, funding availability, operational needs, City Council requests, and development changes.

4-2. Grant Implementation Assistance - The PM may work with appropriate City staff to implement and track compliance with existing federal and state grants for utility projects. PM may be responsible for development and submission of reports to funding agencies, storage and retention of required documentation, and closeout of grants upon completion of projects. PM will not be involved in the writing of grant requests.

4-3. Implement Design and Delivery Standards - The PM may work with appropriate City staff to review existing design standards and other policies and procedures that are currently in place and may have applicability to the Program. The PM may coordinate with City staff regarding required changes to existing design standards, Project Management Guide, Construction Management Guide, Alternative Delivery standard documents, and specifications, and will coordinate the use of such standards by the separate project design teams.

4-4. Oversee Delivery of Wastewater Projects - The PM may assign specific project managers to existing and future wastewater projects to oversee the work on the project design phase including clarifying and interpreting Program guidance documents and standards, completing design reviews at periodic stages, participating in Value Engineering and Constructability reviews of the designs, assisting with easement acquisition and bidding, and general oversight of the design team's construction administration efforts. Project delivery methods may include traditional design-bid-build delivery as well as alternative delivery, to include Construction Manager At-Risk (CMAR) and Progressive Design-Build (PDB) methodologies.

4-5. Oversee Delivery of Drinking Water Projects - The PM may assign specific project managers to existing and future water projects, as requested by the City, to oversee the work on the project designs including clarifying and interpreting City documents and standards, completing design reviews at periodic stages, participating in Value Engineering and Constructability reviews of the designs, assisting with easement acquisition and bidding, and general oversight of the design team's construction administration efforts. Project delivery methods may include traditional design-bid-build delivery as well as alternative delivery, to include Construction Manager At-Risk (CMAR) and Progressive Design-Build (PDB) methodologies.

4-6. Easement Acquisition Assistance - This task includes easement acquisition support provided to the City's Real Estate and Engineering departments regarding project prioritization and tracking of easement acquisition needs. The PM may also provide on an as-requested basis easement negotiation and acquisition services. Easement negotiation and acquisition services may include title and property research, appraisal services, property owner contact and negotiations, coordination with City staff regarding easement conditions and counter offers, and execution of easement agreements. If the City and a property owner cannot reach an agreement and condemnation proceedings are initiated, effort during the condemnation phase is not included in this scope of work.

4-7. Provide Resident Project Representative Services - The PM may provide on an as-requested basis qualified inspection personnel (Resident Project Representative) who will be assigned to specific construction projects to observe and report on contractor compliance with construction documents. Typical projects that inspection services may be provided on include pipelines, pump stations, sewer rehabilitation, and treatment plant improvement projects. Specialty inspection services may be provided as needed for electrical, mechanical, structural, instrumentation and controls, as well as general civil works inspectors. The Resident Project Representative (RPR) is the Program Manager's agent at the site, will act as directed by and under the supervision of Program Manager, and will confer with Program Manager regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Program Manager and Contractor, keeping City advised as necessary. RPR's will have limited authority as follows:

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- Shall not accept Shop Drawing or Sample submittals.
- Shall not authorize City to occupy the Project in whole or in part.
- Shall not assume any of the responsibilities of the Design Engineer or the "Engineer of Record" for the project.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Program Manager.

The assigned RPR will audit construction progress and is not expected to be able to observe all construction activities in multiple locations.

Task 5 Operations & Maintenance (O&M) Support

5-1. Wastewater Collection System Operations Assistance - The PM may assist the City in the operation of the wastewater collection and transmission system through regular involvement with the City's Wastewater Management Division. Areas of assistance may include staff training, collection of maintenance data (in-house and outside contractor), collection of SSO information, business process improvements, internal communication coordination, customer service coordination, management information system utilization, and organizational structure improvements.

5-2. Water Distribution System Operations Assistance - The PM may assist the City in the operation of the water distribution system through regular involvement with the City's Water Distribution and Maintenance Division. Areas of assistance may include staff training, collection of maintenance data (in-house and outside contractor), collection of water line break information, business process improvements, internal communication coordination, customer service

coordination, management information system utilization, and organizational structure improvements.

5-3. Wastewater Treatment Plant (WWTP) Operations Assistance - The PM may assist the City in the operation of the wastewater treatment plant through regular involvement with the City's Metro Wastewater Treatment Plant Division. Areas of assistance may include staff training, collection of asset maintenance data, business process improvements, compliance assistance, internal communication coordination, management information system utilization, and organizational structure improvements.

5-4. Water Treatment Plant (WTP) Operations Assistance - The PM may provide on an as-requested basis any assistance to the City in the operation of the water treatment plants through regular involvement with the City's Canal and Lake Murray Water Treatment Plant divisions. Areas of assistance may include staff training, collection of asset maintenance data, business process improvements, compliance assistance, internal communication coordination, management information system utilization, and organizational structure improvements.

5-5. Utility System Organizational Optimization - The PM may develop and implement organizational optimization methods as requested by the City to encourage the efficient management and operation of each utility division within the City. Organizational optimization measures will be designed to facilitate an understanding of the roles and responsibilities of City staff and the best management practices to be implemented to effectively operate the utility.

5-6. Lead and Copper Rule Revision Support – PM may provide on-going support with EPA Lead and Copper Rule Revision (LCRR). Support may include continued development of GIS-based service line material inventory, support for compliance and system sampling, school and daycare sampling, and public education and outreach. PM may provide on-going support for generating and submitting a Lead Service Line Replacement Plan (LSLRP) prior to October 2024 as well as any support requested by the City after that date. Additionally, PM may provide project management support to include any cost-estimation, scheduling, and tracking for contracts related to LCRR.

Task 6 Information Management System Support

6-1. Project Data Quality Assurance and Integration – The data being generated by on-going survey, CSAP, Sanitary Sewer Evaluation Survey (SSES), capacity assurance projects, and other activities may be collected by the PM staff and reviewed using a GIS-based quality control and assurance process to validate the resulting data against engineering principals. The data will be transferred/integrated into a database using the City's existing GIS wastewater network as the basis. Survey, inspection, condition, and capacity information will be transferred to the City's management applications.

6-2. Cityworks Implementation Assistance – PM may assist with continued implementation of the Cityworks computerized maintenance management system (CMMS) currently in use by the City. Assistance will be as requested by the City and may include implementation planning, data loading, validation that it is operating properly, and confirmation that it is integrated with the City's GIS and other systems. PM will provide ongoing support for workflow processes that

integrate contractor work summaries into Cityworks work orders and inspection records through use of the Contractor Work Summary Processor.

6-3. Wastewater GIS Integration Support – PM may support the integration of wastewater assets into the City’s existing GIS wastewater network. Support efforts may include updates to GIS mapping workflows, GIS pipe connectivity and invert quality control checking routines, analysis of rehabilitated asset scores to determine effectiveness of rehab, and SOP development for future integration of GIS web applications and dashboards.

6-4. Water System GIS Integration Support – PM may support the integration of water assets into the City’s existing GIS water network. Support efforts may include updates to GIS mapping workflows, valve and hydrant data quality control checking routines, long term service life analysis, risk-based capital planning support and Cityworks Contractor Work Summary Processor assistance.

6-5. ArcGIS Utility Network Data Model Conversion – PM may assist the City with documenting an ArcGIS Utility Network Data Readiness and Migration Plan that will include data validation and quality control checks of the wastewater and water GIS, recommendations to resolve any conflicts required before migrating to the Utility Network, recommended Utility Network Asset Group and Asset Type Mapping, requirements for integrating with existing GIS and management applications, and a schedule for completing the conversion. PM will then assist the City with executing conversion of wastewater and water GIS data model to the ArcGIS Utility Network and updates to any GIS and management applications.

6-6. Document Management Support – PM may assist the City with documenting existing document management workflows impacted by the Phong Database which may include record drawing/as-built reference, utility real estate documentation, and GIS linkage thereof. PM may assist the City with documenting a plan to replace the Phong Database, related workflows and SOPs, and implementation of a replacement document management system.

Task 7 Miscellaneous CD Services as Requested

The PM will perform miscellaneous support services as requested by the City, including but not limited to the subtasks listed below. The costs for additional miscellaneous PM services beyond the subtasks listed below will be paid for by the City using available funding previously authorized under this Agreement (thereby reducing funding available for Tasks 1 through 6), or using additional funding authorized via Work Order and/or amendment of this Agreement.

7.1 Additional Assistance to the City – PM will coordinate with the City to develop teams to assist with requested efforts, to plan meetings to brief the City on progress and results of these efforts, and to supply other assistance to keep the additional services monitored and reported to the City. Additional miscellaneous services beyond those initially listed below will be tracked sequentially as subtask 7-1.x.

7-1.1 Technical Review Assistance – PM will provide on an as-requested basis ongoing technical review assistance of pump station projects, development projects, and other items submitted to

the City by outside parties. Technical review assistance will compare submitted documents to City standards and engineering regulations and will review submittals against minimum design standards.

7-1.2 Sulfide and Corrosion Control Program – PM will provide oversight and assistance with the annual Sulfide and Corrosion Control Program. Work assistance may include data management and documentation, analysis of sampling data, creation of results presentations and technical memorandums, research and presentation of mitigation measures, implementation of mitigation, and planning for future sampling and mitigation.

7-1.3 City of West Columbia Billing – PM will assist the City with creation of monthly billing data for the City of West Columbia. Flow meter and lift station flow data will be collected, analyzed, and provided to the City in a format to be used in creating the billing.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

This Agreement authorizes the first-year funding for Program Management services. Some of the Program Management services described herein will not be completed in Year 1, while others will continue for the duration of the program. While this agreement is intended to cover a 52-week period, the actual completion schedule, level of effort for Program Management services, and associated staffing levels and costs may increase or decrease based upon the City's needs, direction, and prioritization of activities.

EXHIBIT C - COMPENSATION – Year 1

City of Columbia

CIP # SS7644

Consent Decree and Capital Improvement Program Management Services
Clean Water 2020 Program

Maximum compensation to CDM Smith (PM) for Year 1 services performed under this Agreement shall not exceed Three Million Nine Hundred and Fifty Thousand dollars (\$3,950,000).

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, will be at the hourly billing rate for the category of the individual performing the work, plus 7.5% of the hourly billing rate to cover out-of-pocket expense costs. All subcontract or sub-consultant costs will be billed at actual costs plus 7.5%.

The PM's schedule of Hourly Billing Rates is attached hereto as Attachment 1. Hourly rates and labor categories shall be reviewed each year by PM, and adjusted, subject to City's approval, to reflect the appropriate rates and charges for the next annual contract renewal.

Out-of-pocket expense costs are all costs other than PM's labor costs and subconsultant costs that are incurred directly for and during the progress of this project. The out-of-pocket costs include but are not necessarily limited to: printing and reproduction costs, office space for City Staff offices, telephone, internet, mileage charges, parking, tolls, taxis, meals, lodging, air fare, and other costs incurred specifically for this project. Out-of-pocket costs will be billed at a rate equal to 7.5% of labor costs (e.g., hourly billing rate times 0.075). The out-of-pocket billing rate is subject to annual adjustment as mutually agreed by the City and PM.

Out of Pocket expenses does not include the cost of computer software or computer hardware costs that may be required as part of the information management system for the city. These will be considered extraordinary expenses and will be billed directly to the City with a 5% mark-up upon approval by the City.

For work done by subcontractor or consultants, at the actual cost to the PM of such services times a multiplier of 1.075.

Hourly Billing Rates
(December 2023 to December 2024)

Consent Decree and Capital Improvement Program Management Services
Clean Water 2020 Program

<u>Classification:</u>	<u>Hourly Billing Rates</u>
Subject Matter Expert	\$285
Officer/Senior Technical Leader	\$245
Principal/Associate	\$235
Senior Professional	\$200
Professional IV	\$185
Professional III	\$170
Professional II	\$155
Professional I	\$140
Designer (1)	\$125
Senior Support Services	\$150
Senior Resident Project Representative	\$145
Resident Project Representative (1)	\$120
GIS Specialist (1)	\$110
Project Administration (1)	\$110
Intern (1)	\$70

- (1) These labor classifications are paid one and one-half hourly rate shown for overtime.
- (2) The above rates include salary rates, fringe benefits, overhead and profit.
- (3) Hourly rates shall be reviewed each year by PM, and adjusted, subject to City's approval, to reflect the appropriate rates and charges for the next annual contract renewal.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (As shown on W9 or SAM.gov) / Sam.gov UEID & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Atlantic South Consulting Services, LLC Duns #145406737 Cage #3TNP4 UEID - EMJLMMN441E5	V013940	Document Standardization Assistance, Project Management Support	\$115,720	2.93%	MBE	BM
Blue Cypress Consulting Duns #79267911 UEID - QMTNY1BJDJH4	V016433	Analyze existing data to evolve the inspection/cleaning program to reduce SSO	\$75,110	1.90%	WBE	FB
Comprehensive Business Consultants Cage #4RY40 UEID - KMU6H336XGD4	V013545	Project Management, Project Management Support	\$265,400	6.72%	MBE, WBE, SBE	BF
DESA Inc. Duns #175250588 Cage # OVYA4	V000544	Document Controls Support, Project Support, Public Outreach	\$161,207	4.08%	MBE, WBE, SBE	BF
ELL Enterprises	V016041	Support with EPA Lead and Copper Rule compliance, CSAP Plan Maintenance, CMMS Maintenance, and asset management processes	\$187,116	4.74%	WBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 804,553

TOTAL CONTRACT AMOUNT: \$3,950,000

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

Business Name: CDM Smith

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Atlantic South Consulting Services, LLC
Company Name

1939 Remount Avenue
Physical Address

Mailing Address

North Charleston, SC 29406
City/State Zip Code + 4

(843)823-3770 ()
Phone number Fax number

Adrian Williams Tiffany Williams
Primary Contact Name Secondary Contact Name

awilliams@atlantic-south.com twilliams@atlantic-south.com
Primary Contact Email Address Secondary Contact Email Address

20-0697741 V013940
Federal ID # Vendor #

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

Blue Cypress Consulting LLC
Company Name

315 W Ponce de Leon Avenue, Suite 905
Physical Address

Mailing Address

Decatur, GA 30030
City/State Zip Code + 4

(404) 824-7607 ()
Phone number Fax number

Caroline Evans Jeannie Reiter
Primary Contact Name Secondary Contact Name

caroline.evans@bluecypress-consulting.com jeannie.reiter@bluecypress-consulting.com
Primary Contact Email Address Secondary Contact Email Address

46-4703842 V016433
Federal ID # Vendor #

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

Comprehensive Business Consultants
Company Name

121 Executive Center Drive, Suite 113, Columbia, SC 29210
Physical Address

1805 Clemson Road, Box 290433, Columbia, SC 29229
Mailing Address

Columbia, SC 29210
City/State Zip Code + 4

(803) 733-1607 _____ (_____) _____
Phone number Fax number

Gloria C. Tanner _____
Primary Contact Name Secondary Contact Name

gtanner@cbcllc-us.com _____
Primary Contact Email Address Secondary Contact Email Address

86-1134271 _____ V013545 _____
Federal ID # Vendor #

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

DESA, Inc _____
Company Name

400 Percival Road, _____
Physical Address

P.O. Box 6805, Columbia, SC 29260-6805 _____
Mailing Address

Columbia, SC 29206-5021 _____
City/State Zip Code + 4

(803) 743-1124 _____ (803) 782-6741 _____
Phone number Fax number

Diane Sumpter _____ Camille Shaw _____
Primary Contact Name Secondary Contact Name

dianes@desainc.com _____ shaw1@desainc.com _____
Primary Contact Email Address Secondary Contact Email Address

57-0816144 _____ V000544 _____
Federal ID # Vendor #

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

ELL Enterprises
Company Name

607 Village Market Drive
Physical Address

Mailing Address

Chapin, SC 29036
City/State Zip Code + 4

(803) 622-8117 ()
Phone number Fax number

Elisa Limbaugh
Primary Contact Name Secondary Contact Name

Elisalimbaugh@gmail.com
Primary Contact Email Address Secondary Contact Email Address

27-0458796 V016041
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

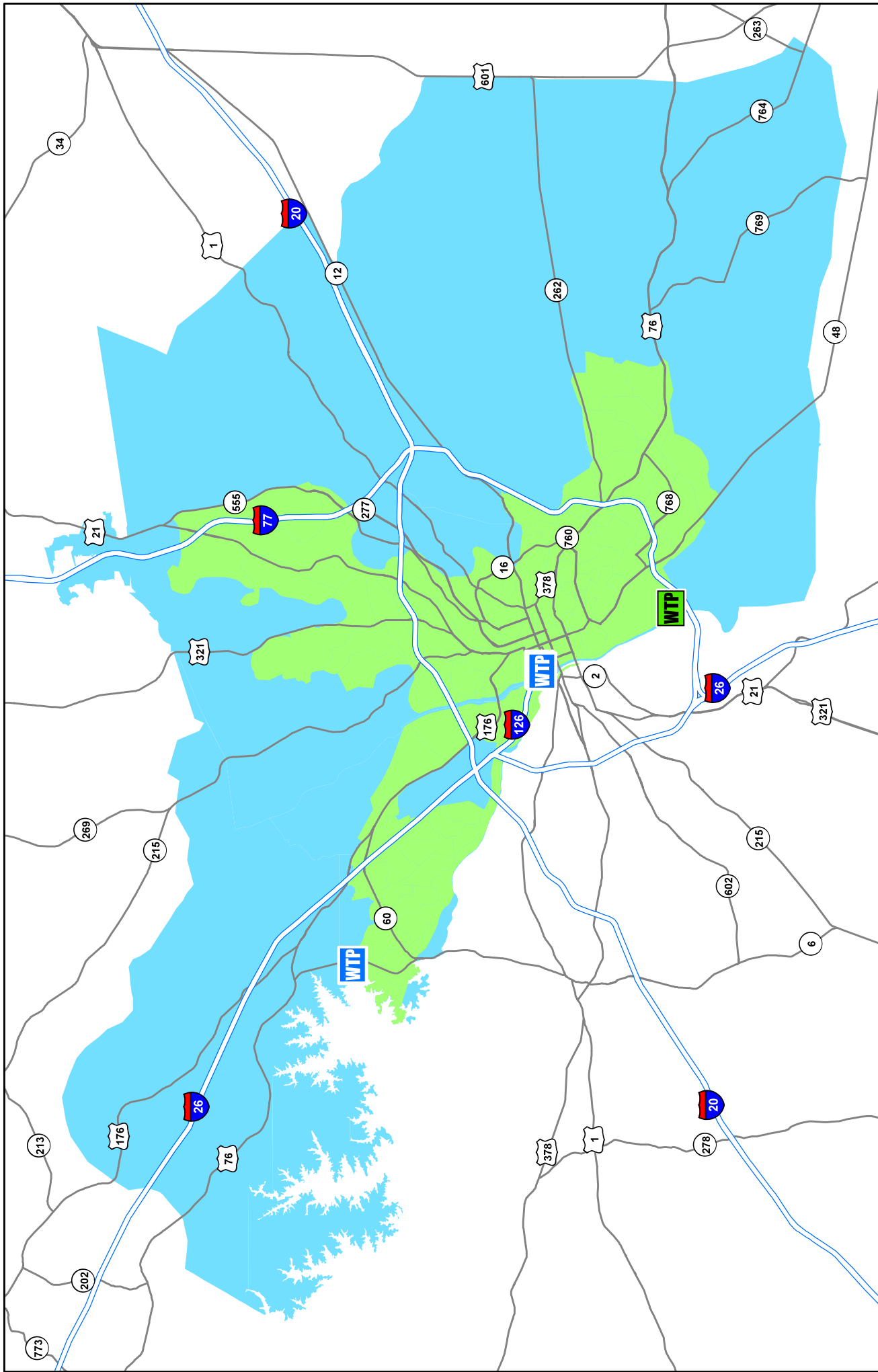
City/State Zip Code + 4

() ()
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #





CITY OF COLUMBIA, S.C.
We Are Columbia

Clean Water 2020
Columbia's Clean Water for a Clean Future

SS7644
Clean Water 2020
Program Management

9

Wastewater Treatment Plant 

Wastewater 

Water Treatment Plant 

Water 

Basin Boundary 

District Boundary 

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We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project WM3077; Water Main Construction for Cottontown, as requested by Columbia Water on September 26, 2023. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$5,555,551.68, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 300 days from commencement. This firm is located in Chapin, SC.

REQUISITION NO.: R224077

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Water Main Construction for Cottontown (5529999-WM307702-658650). The original budget amount is \$5,555,551.68.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc., is the mentor and will provide water line construction services at 49.22% (\$2,278,701.12) of the total contract amount.

J.W. Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide water line construction at 20.0% (\$925,925.28) of the total contract amount.

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

Fortiline, Inc., located in Lexington, SC, will provide pipe and materials at 25.92% (\$1,200,000.00) of the total contract amount.

Reeves Construction, located in Duncan, SC, will provide asphalt at 4.86% (\$225,000.00) of the total contract amount.

There were six (6) responsive and responsible bids received for this project under BID010-23-

24-UJ.

The total construction time allocated for this project is three hundred (300) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$4,629,626.40
Contingency (20%)	\$ 925,925.28
Total	\$5,555,551.68

ATTACHMENTS:

- **#a:** WM3077 Tear Sheet (PDF)
- **#b:** Contract approved by Legal - Bid010-23-24-UJ (PDF)
- **#c:** Compliance Memo - Bid010-23-24-UJ (002)(PDF)
- **#d:** Official Bid Tabulation - Bid010-23-24-UJ (PDF)
- **#f:** Revised BIR Form - Bid010-23-24-UJ (PDF)
- **#g:** Mentor Protege Implementation Plan for Cottontown (PDF)

WM3077 Water Main Construction for Cottontown (includes WM4357 Lincoln Street)

Project Description: Construction of approximately 3,000 linear feet of 8-inch ductile iron pipe and 11,000 linear feet of 6-inch ductile iron pipe through the Cottontown Neighborhood and a nearby section of Lincoln Street in Elmwood.

Objectives: This project will replace the aging water distribution infrastructure in the Cottontown neighborhood which is reaching the end of its useful life. Customers in the project area are expected to see improvements in water quality and pressure as a result of this project.

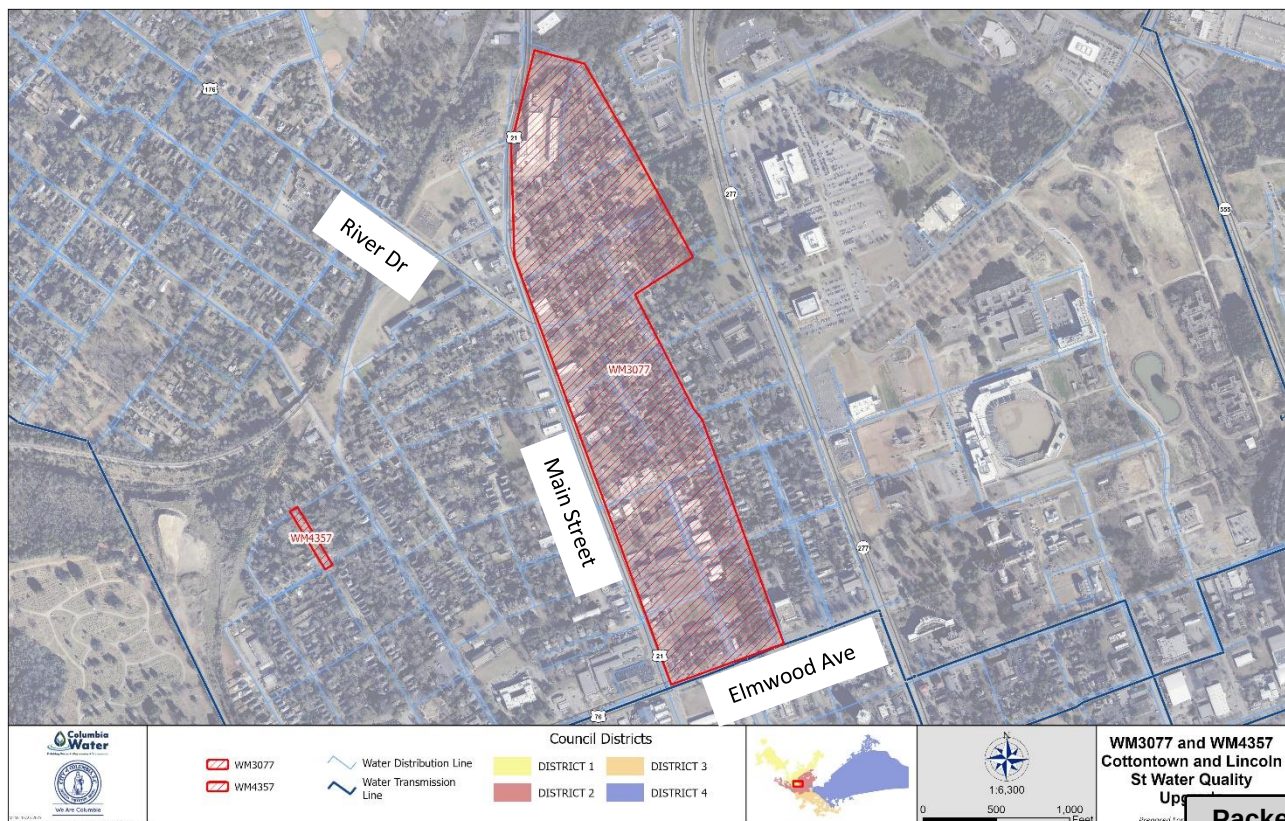
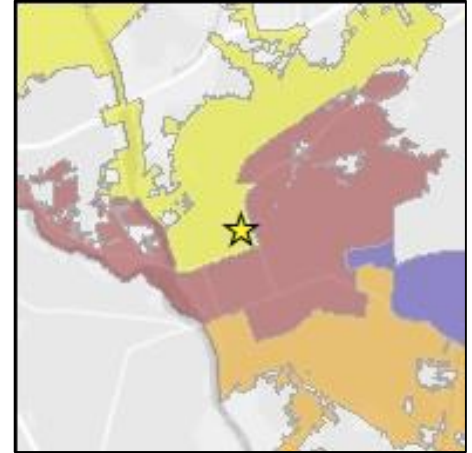
Project Type: Water Main Upgrade

Council District: 1

Project Funding: Council is asked to approve a construction contract with Lake Murray Utilities LLC in the amount of \$5,555,551.68 which includes a base bid of \$4,629,626.40 and a 20% contingency.

Current Project Status: This project has been competitively bid. **Council is asked to approve a construction contract with Lake Murray Utilities LLC in the amount of \$5,555,551.68 which includes a base bid of \$4,629,626.40 and a 20% contingency.** Construction is expected to begin early 2024 and a 10 month construction period is anticipated.

Project Contact: Rhett Culclasure
Civil Engineering Specialist
803.545.3400 | susan.culclasure@columbiasc.gov



CONTRACT

City of Columbia, South Carolina

Water Main Construction for Cottontown

WM3077 – MPP

BID010-23-24-UJ

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Lake Murray Utility Company, Inc.**, with legal address and principal place of business at **PO Box 1089, Chapin, South Carolina 29036**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred seventy (270)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred (300)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Four Million Six Hundred Twenty-Nine Thousand Six Hundred Twenty-Six Dollars and Forty Cents (\$4,629,626.40)**. This Contract also provides for an additional contingency in the amount of **Nine Hundred Twenty-Five Thousand Nine Hundred Twenty-Five Dollars and Twenty-Eight Cents (\$925,925.28)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance

with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding", of the City of Columbia's Engineering Regulations.

9.2.8 Special Provisions.

9.2.9 Permits.

9.2.10 Drawings, numbered 1 through 18, inclusive and dated 02/25/2020.

9.2.11 Addenda number 1 to 2, inclusive.

9.2.12 Mentor-Protégé Program (MPP) Guidelines.

9.2.13 Mentor-Protégé Program (MPP) Implementation Plan.

9.2.14 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Latonya B. Germany, Program Compliance Specialist

FROM: Ulsylla T. Johnson, Contract Specialist
Department of Procurement and Contracts

DATE: October 26, 2023

SUBJECT: BID010-23-24-UJ Water Main Construction for CottonTown (WM3077) MPP

Bids for this project were opened publicly at 11:00 AM on October 24, 2023.

Bids submitted for the referenced project were in participation with the CDBE Program. The apparent *responsive* low bidder is **Lake Murray Utility Company, Inc. of Chapin, SC at \$4,629,626.40.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *Latonya B Germany*
Latonya B. Germany, Program Compliance Specialist

DATE: 10.31.2023

Event Number	BID010-23-24-UJ Addendum 2	Organization	City of Columbia, SC
Event Title	Water Main Construction For CottonTown (	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting will be conducted on C	Event Owner	Ulsylla Johnson
Event Type	IFBs	Email	Ulsylla.johnson@columbiasc.gov
Issue Date	9/26/2023 03:30:01 PM (ET)	Phone	
Close Date	10/24/2023 11:00:00 AM (ET)	Fax	Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lake Murray Utility Company, Ir Chapin		SC	10/24/2023 10:18:38 AM (ET)	1	\$4,629,626.40
Carolina Tap & Bore, Inc.	West Columbia	SC	10/24/2023 09:16:02 AM (ET)	1	\$4,693,796.50
G H Smith Construction, Inc	Columbia	SC	10/24/2023 08:48:18 AM (ET)	1	\$4,919,041.00
Williams Infrastructure, LLC	Lexington	SC	10/24/2023 08:56:49 AM (ET)	1	\$5,284,995.00
LAD Construction, LLC	Swansea	SC	10/24/2023 10:10:08 AM (ET)	1	\$5,524,269.00
mcclam & associates inc	little mountain	SC	10/24/2023 10:35:00 AM (ET)	1	\$7,704,965.50

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

McClam & Associates, Inc. - Amount changed from \$7,707,050.54 to \$7,704,965.50 due to mathematical errors

Business Information Record for Subconsultants/Subcontractors

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

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fertiline, Inc. 221 Laurel St. Lexington, SC 29073	V001462	Pipe Materials	\$ 1.2 million	25.92%		
Reeves Construction Duncan, SC 29334	V017916	Asphalt	\$ 225,000. ⁰⁰	4.86%		
J.W. Brown Const.	V017314	Protege	\$ 925,925. ²⁸	20%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 2,350,925.²⁸

TOTAL CONTRACT AMOUNT: \$ 4,629,626.40

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

Business Name: Lake Murray Utility Co., Inc.

Representative Name/Title: Cheryl Gootee / office manager

Date: 10-24-23



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10-24-2023
Project Name: Water Main Construction For Cottonwood
Project #: WM3077
Mentor: Lake Murray Utility Co., Inc.
Protégé: J.W. Brown Construction, LLC
Total Project Contract Amount: \$4,629,626.40

Mentor Amount: \$3,703,701.12
Mentor % of Total Contract: 80%
Protégé Amount: \$925,925.28
Protégé % of Total Contract: 20%
Duration of the Project: 270 Days

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

We will subcontract a minimum of 20% to J.W. Brown Construction / our protege / giving specific sections for them to complete while working closely along side of Lake Murray Utility Company, Inc.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

Jennings Parker and John Brown will coordinate day to day work, ordering materials, clean up and safety control. This project will allow J.W. Brown to increase his revenue and keep his current huys working.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

3. How will the team focus on developing Protégé’s business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators in which the team’s success is being achieved.*

Jennings and John will meet weekly to go over weekly project goals and maintain safety issues and scheduling. We want them to increase revenue and profitability.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

Lake Murray Utility will handle the bonding for this project. We will use our whole crew and our equipment.

Protégé:

John Brown is their supervisor/owner. They will use their own equipment and use ours when needed.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

Special Arrangements:

We have other supervisors that will be on site, James Wingard & Josh Parker, who can oversee if Jennings is not there.



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5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Overall project management, insurance, billing, calling in all locates, water line installation, ordering materials, addressing any safety issues, cleanup, traffic control.

b. Description of Protégé responsibilities on project: *Reporting any problems to Jennings, completing their assigned sections of the project while maintaining safety goals including not hitting lines, proper cleanup, traffic control.*

c. Description of responsibilities that will be completed as a team: *Keeping up with weekly completion goals, daily work site safety, cleanup and meeting with city inspectors concerning quantities and communicating any issues or problems to Jennings.*

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

This project will take 270 days / total of 300 and we will work alongside each other from start to finish.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Jennings and John routinely talk on a daily basis. They will discuss any problems and meeting weekly completion goals.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Lake Murray Utility does the billing at the end of each month after meeting with the city inspectors and any outside engineer. When we are paid by the city we will write the protégé a check the next day for their portion of the work.



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Lake Murray Utility Co., Inc. (Mentor Firm) this 25th day of October 2023.
Corporate SEAL

By: R. Gerris Parker
Title: President
Firm Name: Lake Murray Utility Company, Inc.

ATTEST:
By: Cheryl K. Moate
Title: Office manager

EXECUTED by J.W. Brown Construction, LLC (Protégé Firm) this 25th day of October 2023.
Corporate SEAL

By: John W. Brown
Title: President
Firm Name: J.W. Brown Construction, LLC

ATTEST: Cheryl K. Moate
By: _____
Title: Office manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 31st day of
October 2023.

By: LaTonya B Germany
Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 711 Bluff Road and
950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-070 - Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

First reading approval was given on June 20, 2023.

ATTACHMENTS:

- **#a:** 2023-070 - Annex and Incorporate 711 Bluff Road and 950 Rosewood Drive (PDF)
- **#b:** Bluff711_Petition (PDF)
- **#c:** Bluff711_Offer_Notice (PDF)

- #d: ANNEX-2023-0002_Bluff711_ZPH (PDF)

HISTORY:

06/20/23

Columbia City Council

APPROVED ON FIRST READING.

No one appeared at this time.

ORDINANCE NO.: 2023-070

Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 711 Bluff Road and 950 Rosewood Drive and TMS# 11202-06-01 (portion) containing approximately 1.25 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 117.01, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial District (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11202-06-01 (portion)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

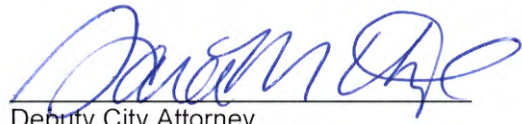
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-070
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 44.38 acres, more or less, and shown on a plat prepared for Sandy Oaks Development LLC, by Belter & Associates, Inc., on survey date August 5, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 5/18/2023

23016973

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See Attached Exhibit "A"

Richland County TMS: 11202-06-01 (1.25 acre portion)

Property Addresses: 711 Bluff Road and 950 Rosewood Drive

711 Bluff II, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.25 acres, and shown as Tract A on a Plat of Survey prepared for Murphy Oil USA, by Keck & Wood, Inc., dated August 6, 2021, and being more particularly described as follows:

COMMENCING FROM A SCGS MONUMENT "RC979711AZ" HAVING THE FOLLOWING SOUTH CAROLINA GRID COORDINATES NORTHING 776,862.55 AND EASTING 1,995,454.56 ALSO BEING THE POINT OF COMMENCEMENT; THENCE A BEARING OF S 57°20'06" E AND A DISTANCE OF 3,883.54 FEET TO A 5/8" REBAR, THENCE A BEARING OF N 41° 27' 16" E AND A DISTANCE OF 255.05 FEET TO A 1-1/4" ROD, THENCE A BEARING OF N 41° 27' 48" E AND A DISTANCE OF 36.41 FEET TO A 5/8" REBAR ALSO BEING THE POINT OF BEGINNING; THENCE IN A CLOCKWISE DIRECTION THE FOLLOWING (7) COURSES;

(1) A BEARING OF N 48° 30' 53" W AND A DISTANCE OF 194.06 FEET TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE; (2) CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE A BEARING OF N 39° 50' 56" E AND A DISTANCE OF 144.24 FEET TO A MAG NAIL; (3) CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 900 FEET A ARC LENGTH OF 119.25 FEET A CHORD BEARING N 36°01'20" E A CHORD DISTANCE OF 119.16 FEET TO A 5/8" REBAR (4) A BEARING OF N 83° 42' 14" E AND A DISTANCE OF 6.07 FEET TO A R/R SPIKE; (5) A BEARING OF N 83° 42' 12" E AND A DISTANCE OF 18.50 FEET TO A 5/8" REBAR ON THE SOUTHWESTERN RIGHT-OF-WAY OF BLUFF ROAD; (6) ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF BLUFF ROAD; A BEARING OF S 44° 11' 19" E AND A DISTANCE OF 193.46 FEET TO A MAG NAIL; (7) A BEARING OF S 41° 27' 48" W AND A DISTANCE OF 266.40 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 54,514 SQUARE FEET 1.25 ACRES, MORE OR LESS.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: March 21, 2023
 RE: **Property Address:** 711 Bluff Road and 950 Rosewood Drive
Richland County TMS#: 11202-06-01 (1.25-acre portion)
Owner(s): 711 Bluff II, LLC
Current Use: Light Industrial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 11, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

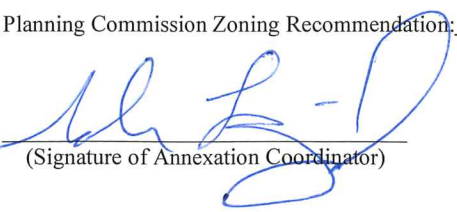
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-06-01(p);
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: IND

11.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI

11.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

June 20, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

711 Bluff Road and 950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ZPH, 1ST Reading: 06/20/2023; Pending

2nd Reading: 07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.25 acres

Current Use: Light Industrial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Industrial (IND)

Current County Zoning: Light Industrial (M-1)

Proposed City Zoning: Light Industrial (LI)

Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed gas station/convenience store would be **approximately \$14,400 per year**, based on calls to similar commercial properties within the City limits. This property is adjacent to the CPD annex building at 715 Bluff Road.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area classified as Donut Hole – Primary within the Urban Service Area plan. The property is being redeveloped, with a gas station/convenience store currently being constructed. The real estate tax revenue generated for the City would be **approximately \$5,100 per year** based on the estimated taxable value of this property after development.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both

within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification description.

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the northwest and southeast, Community Activity Center/Corridor to the north, and Regional Activity Center/Corridor to the east. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the northwest, southwest, and south.

The proposed City of Columbia zoning district is Light Industrial District (LI).

Refer to the attached zoning district description.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Industrial (IND) and zoning of Light Industrial District (LI) at the time of annexation.



Future Land Use Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-06-01(p);
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: IND

11.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI

11.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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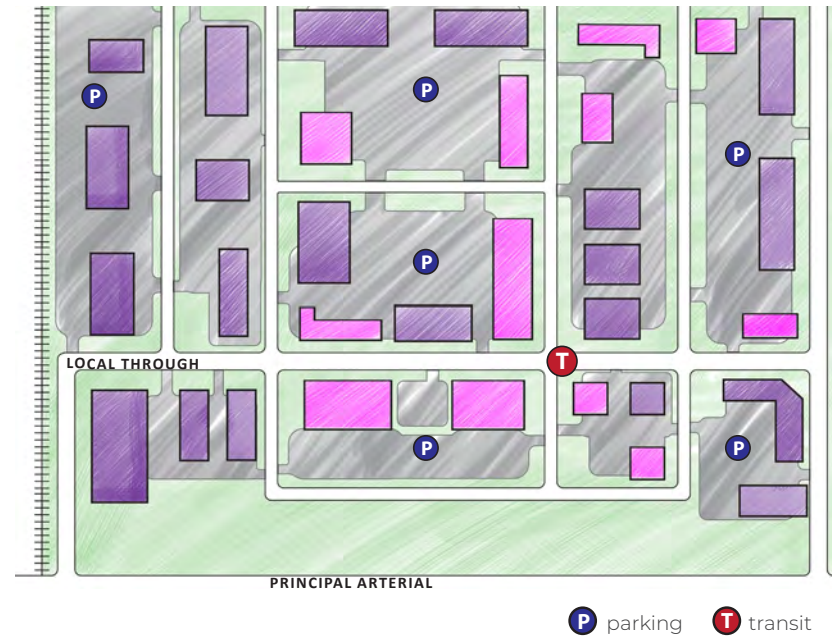
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

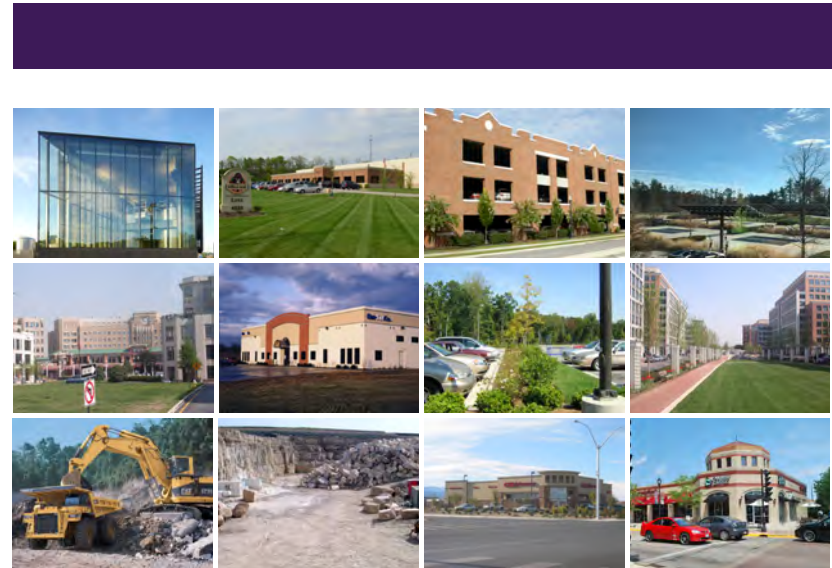
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 1200 Heyward
Street, formerly known as 101 S. Evans Street; TMS#11301-10-
01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map
Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0022_Heyward1200_ZPH_Packet (PDF)
- **#b:** 2023-126 - Annex and Incorporate 1200 Heyward Street (PDF)
- **#c:** Heyward1200_Offer_Notice (PDF)
- **#d:** Heyward1200_Petition (PDF)

HISTORY:

11/21/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

November 21, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1200 Heyward Street, formerly known as 101 S. Evans Street; TMS# 11301-10-01

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.
Applicant:	Chase Family Properties, LLC
Staff Recommendation:	Approval
PC Recommendation:	10/30/2023; Approval (7-0)
ZPH, 1ST Reading:	11/21/2023; Pending
2nd Reading:	12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.34 acre
Current Use: Vacant Commercial
Proposed Use: Commercial
Reason for Annexation: Unified Development Ordinance
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Mixed Residential – Type 3 (UCMR-3)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$1,700 per year**, based on calls to similar commercial uses within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

The property is currently vacant and any new business would be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole – Primary within the Urban Service Area plan. The current plans for the property are to renovate the existing building for a new tenant, a private athletic facility. The real estate tax revenue generated for the City would be **approximately \$1,400 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential – Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Community Activity Center/Corridor District (CAC) to the immediate south and across S. Evans St to the east, Employment Campus District (EC) to the north across Heyward St, and Neighborhood Activity Center/Corridor District to the west across the railroad tracks. The adjacent parcel (across S. Evans St) in unincorporated Richland County is currently zoned M-1, though it contains a residential duplex.

The proposed City of Columbia zoning district is Community Activity Center/Corridor District (CAC).

Refer to attached zoning district description for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and zoning of Community Activity Center/Corridor District (CAC) at the time of annexation.

Future Land Use

1200 Heyward Street; TMS# 11301-10-01

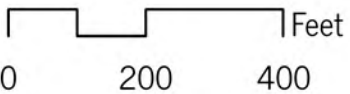
Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Mixed Residential - 3 (UCMR-3)

12.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
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- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

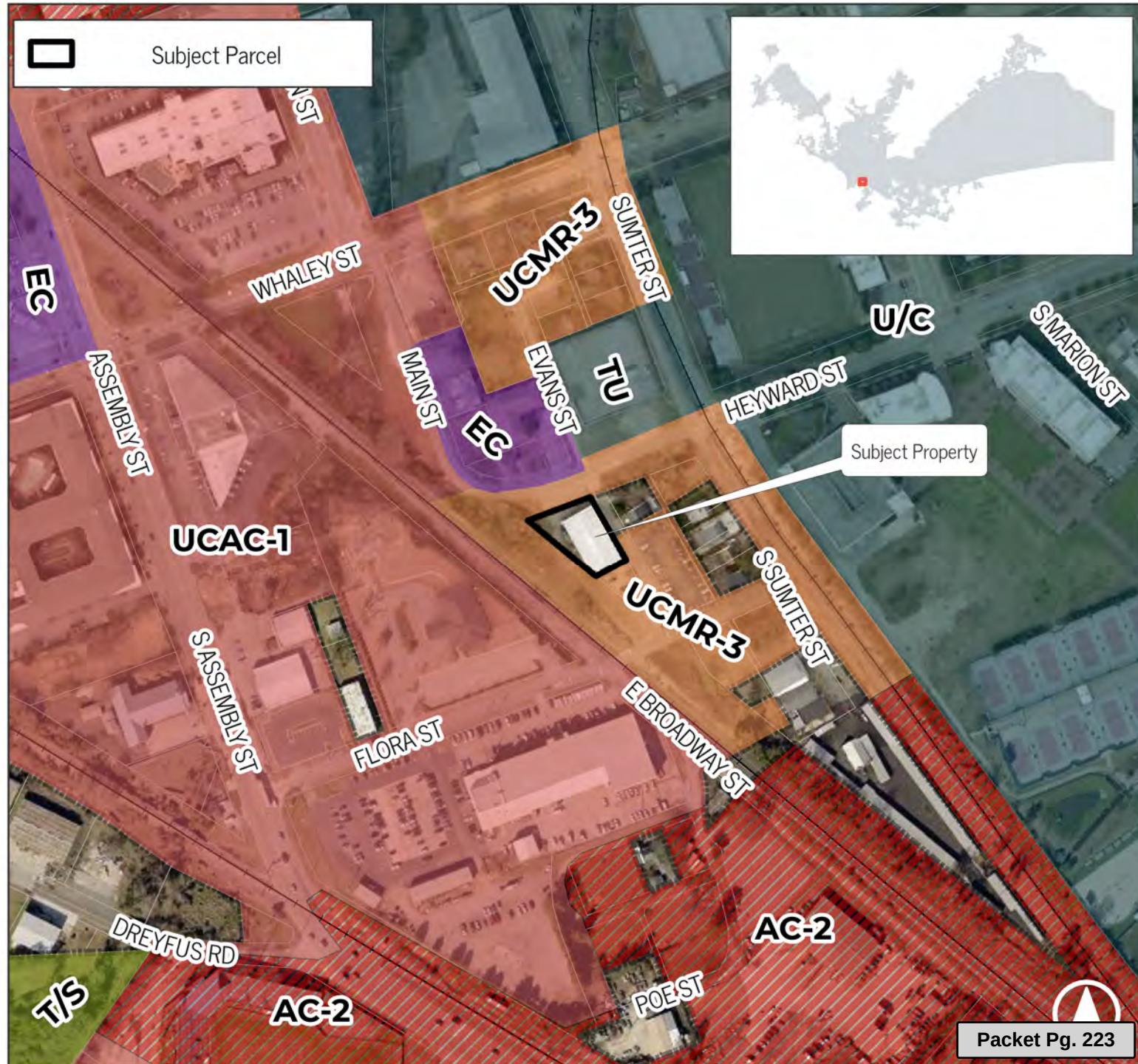


Planning & Development Services Department

Created by: sw Hudson Date: 9/19/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

1200 Heyward Street; TMS# 11301-10-01

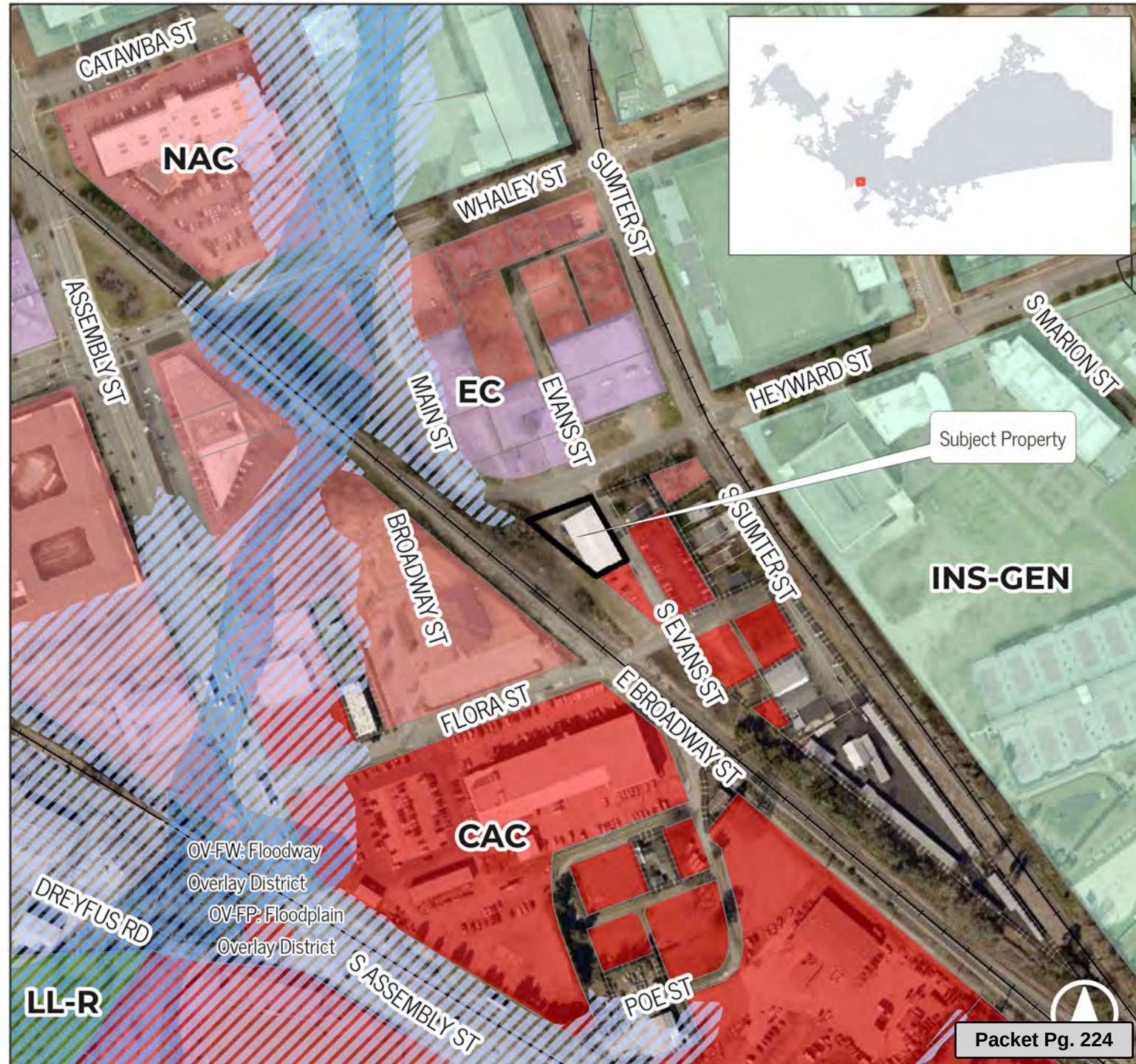
Current Richland Co. Zoning: Manufacturing (M-1)

Proposed City Zoning: Community Activity Center/Corridor (CAC)

12.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- INS-GEN: Institutional - General District
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Subject Property

0 200 400 Feet

**Planning & Development
Services Department**

Created by: swudson Date: 9/19/2023



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Packet Pg. 224

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

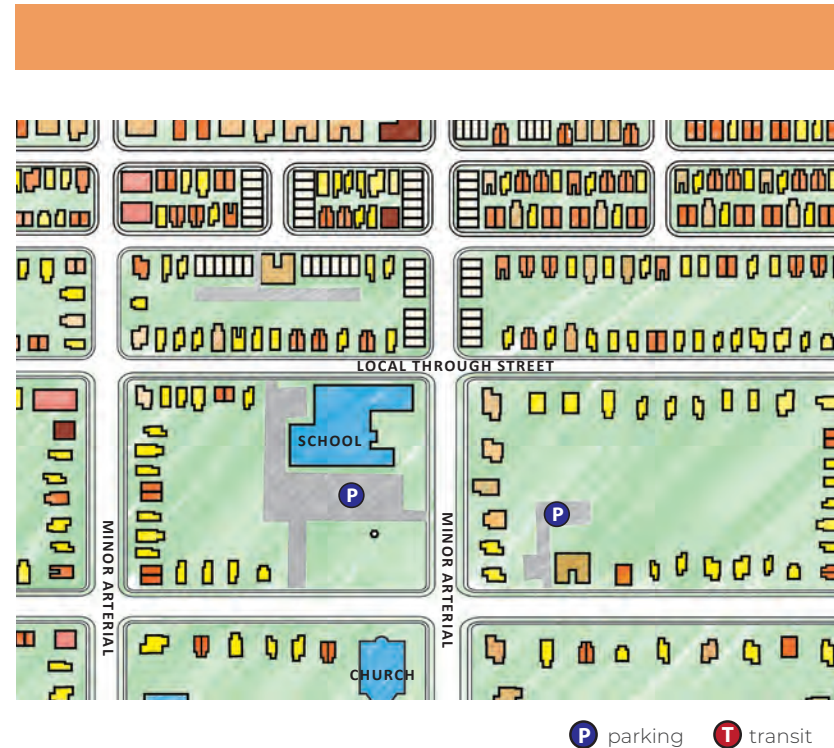
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Broadcasting studio	Public safety facility
Dwelling, live-work ¹	Newspaper or periodical publishing establishment	Social services facility
Dwelling, mixed-use		College or university
Dwelling, multifamily	Community recreation center	Elementary, middle, or high school
Continuing care retirement community (CCRC) ¹	Cultural facility	School, business or trade
Dormitory, public	Day care facility ¹	Hospital
Fraternity or sorority house ²	Government office	Laboratory, medical or dental
Residential care facility ²	Library	Medical or dental clinic/office
Rooming house or boardinghouse ²	Membership organization facility	Nursing care facility
	Place of worship ¹	Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery	Performing arts center
Park or greenway ¹	Recreation facility, indoor, not elsewhere listed
Park and ride	Recreation facility, outdoor, not elsewhere listed
Parking lot ¹	Consumer goods store
Parking structure ¹	Convenience store ²
Passenger terminal, surface transportation	Farmers' market
Utility facility, major ²	Grocery store or food market
Utility facility, minor	Liquor store ²
Kennel ¹	Pawn shop ²
Veterinary hospital or clinic ¹	Gasoline sales and service station ¹
Self-service storage ¹	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Vehicle equipment supplies sales and rentals
Eating and drinking establishment, Type 1 ¹	Hotel or motel
Eating and drinking establishment, Type 2 ²	Community garden ¹
Funeral home or mortuary	Manufacturing, assembly, or fabrication, light
Business/Professional office	
Contractor's office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-126

Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1200 Heyward Street, formerly known as 101 S. Evans Street and TMS# 11301-10-01 containing .34 acre, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 28, and

Last revised: 10/25/2023

23018876

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11301-10-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

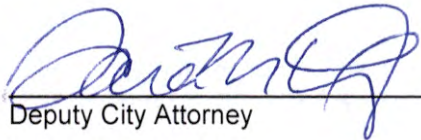
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-126
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated 0.34 Acre, 101. S. Evans Street, on a Plat prepared for Chase Corporation by David K. Ballard, P.L.S. No. 26946, dated December 10, 2018, the Plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

Last revised: 10/25/2023
23018876

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: September 20, 2023

RE: **Property Address:** 1200 Heyward Street, formerly known as 101 S. Evans Street
Richland County TMS#: 11301-10-01
Owner(s): Chase Family Properties, LLC
Current Use: Vacant Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential – Type 3 (UCMR-3)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Reason for Annexation: Land Development Regulations; Donut Hole - Primary
City Council District: 3
Census Tract: 28

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 12, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: _____ (Land Use classification) by _____.

on _____ (mm/dd/yyyy).

Planning Commission Zoning Recommendation: _____ (Zoning classification) by _____.

on _____ (mm/dd/yyyy).

 (Signature of Annexation Coordinator)



Subject Property



Future Land Use

1200 Heyward Street; TMS# 11301-10-01

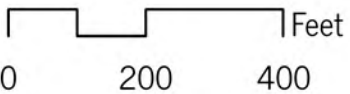
Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Mixed Residential - 3 (UCMR-3)

12.c

Legend

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- City Limits

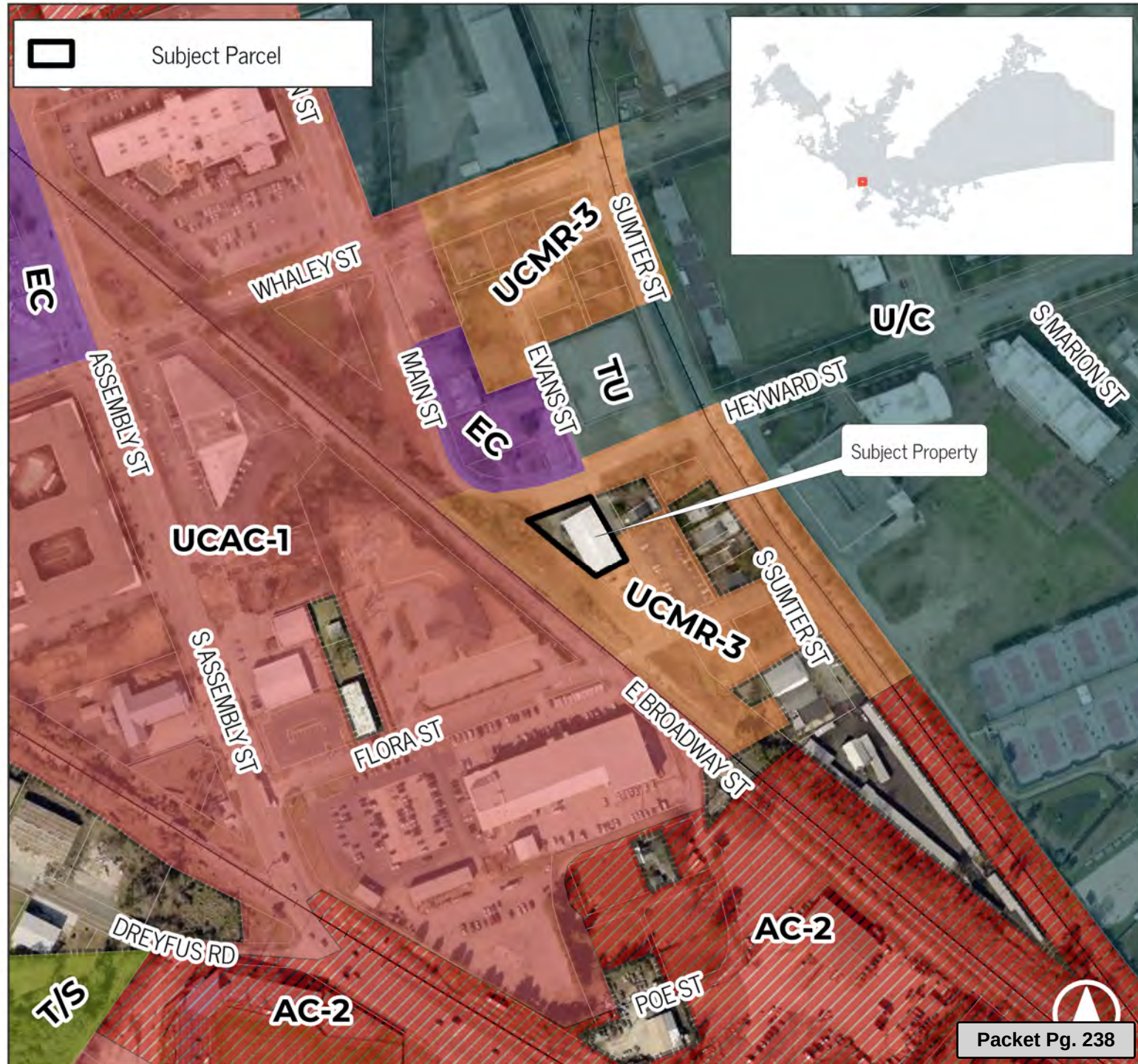


Planning & Development Services Department

Created by: sw Hudson Date: 9/19/2023



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Zoning

1200 Heyward Street; TMS# 11301-10-01

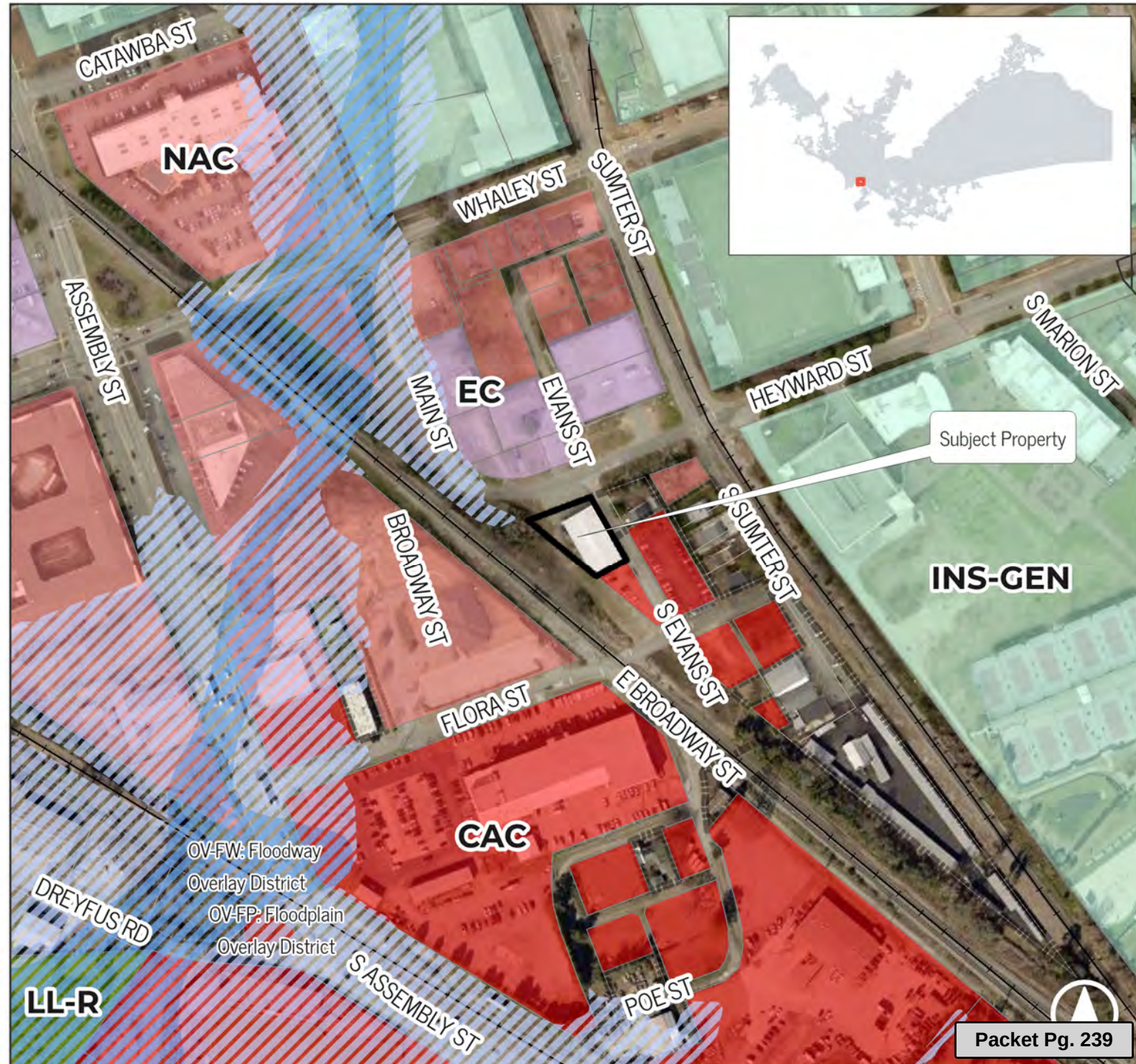
Current Richland Co. Zoning: Manufacturing (M-1)

Proposed City Zoning: Community Activity Center/Corridor (CAC)

12.c

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- INS-GEN: Institutional - General District
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development
Services Department**

Created by: swudson Date: 9/19/2023



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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated 0.34 Acre, 101. S. Evans Street, on a Plat prepared for Chase Corporation by David K. Ballard, P.L.S. No. 26946, dated December 10, 2018, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 11301-10-01

Property Address: 1200 Heyward Street, formerly known as 101 South Evans Street

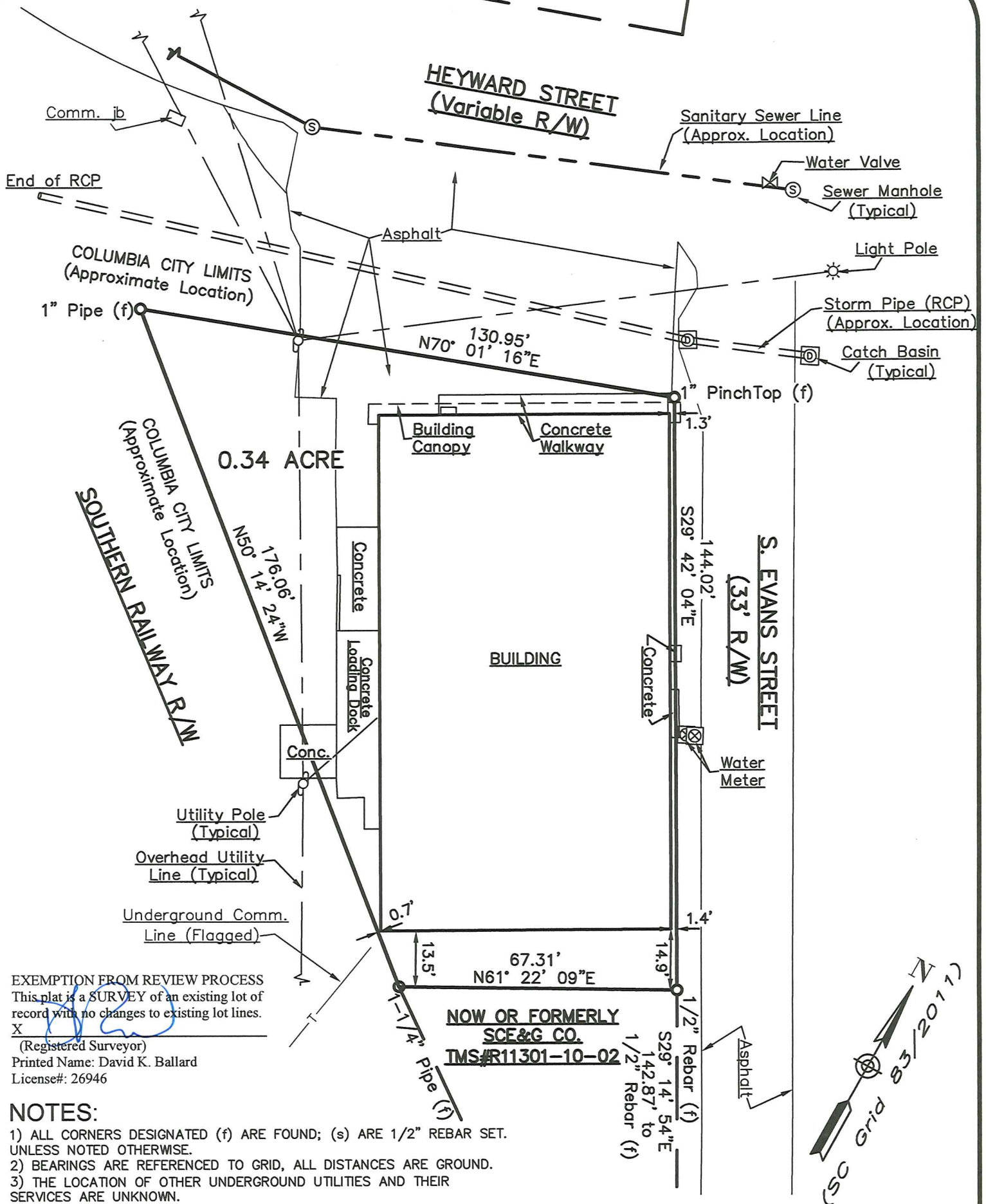
Chase Family Properties, LLC

BY: David A. Chase
 (Signature)

Date: SEPTEMBER 15, 2023

DAVID A. CHASE
 (Print or Type Name)

ITS: MEMBER/MANAGER
 (Print or Type Title)



EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Registered Surveyor)
Printed Name: David K. Ballard
License#: 26946

NOTES:

- 1) ALL CORNERS DESIGNATED (f) ARE FOUND; (s) ARE 1/2" REBAR SET. UNLESS NOTED OTHERWISE.
- 2) BEARINGS ARE REFERENCED TO GRID, ALL DISTANCES ARE GROUND.
- 3) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.

REFERENCE:

THE SAME BEING SHOWN AS LOTS 1 & 2, BLOCK '68' ON A MAP SHOWING PROPERTY OF EBERT REALTY COMPANY AND PROPERTY OF PACIFIC MILLS, HAMPTON DIVISION, BY TOMLINSON ENGR. CO., DATED OCTOBER 1939, REVISED JULY 15, 1940 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 'I', PAGE 78. REFERENCE IS ALSO MADE TO A PLAT PREPARED FOR CHASE CORPORATION, BY BELTER & SMITH, INC., DATED JANUARY 24, 1974 AND RECORDED IN PLAT BOOK 45, PAGE 66.

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

PROF. LAND SURVEYOR NO. 26946
DAVID K. BALLARD

1333 Bear Creek Road Blythewood, SC 29016
803.466.7999 davidkballard@live.com

PLAT

PREPARED FOR
CHASE CORPORATION

PROPERTY ADDRESS: 101 S. EVANS STREET
RICHLAND COUNTY, NEAR COLUMBIA, S.C.

SCALE: 0' 15' 30' 60'
1" = 30'

DATE:
DECEMBER 10, 2018

TAX MAP NUMBER:
R37200-06-34

BOOK:
008-47

SF:
N/A

NO:
N/A

CHK:
D3

BY:
D3

PROJ.:



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Endorsed by the Health, Social, and Environmental Affairs Committee on August 22, 2023.

First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** 2023-099 - Goat Ordinance (PDF)

HISTORY:

11/21/23

Columbia City Council

APPROVED ON FIRST READING.

Council voted unanimously to require the posting of permits.

ORDINANCE NO.: 2023-099

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences are amended to read as follows:

Chapter 4 - ANIMALS**ARTICLE II. - LIVESTOCK****Sec. 4-37. Temporary Use of Goats for Prescribed Grazing.**

- (a) Definitions. Prescribed Grazing means the temporary use of goats as a landscape management technique to control the growth of undesirable vegetation and a Prescribed Grazing Permit means a permit issued by the City's Planning and Development Department that allows prescribed grazing of only female and neutered goats within the City limits, the purpose of which is to establish conditions under which the temporary and periodic use of a limited number of goats for prescribed grazing for vegetative landscaping.
- (b) Permit Required. Notwithstanding the restrictions on livestock as may be found in Chapter 4, Article II, a Prescribed Grazing Permit to be issued by the City's Planning and Development Department, must be obtained prior to the use of any goats within the City limits for the limited purpose of prescribed grazing. A one-time fee of \$25 shall be charged to offset the cost of administering this permit and such permit shall be nontransferable.
- (c) Standards. The use of goats for prescribed grazing shall be compliant with the current standards and procedures promulgated by the Animal Services Division as Prescribed Grazing Permit Conditions. In addition to other, more specific standards as may be set forth in the Prescribed Grazing Permit Conditions, the following shall apply to all permits:
 - (1) An application for a Prescribed Grazing Permit must include at a minimum: a detailed site plan, a description of the fencing to be used, the dates the project will begin and end, a signature of the premises owner, the company name and contact information of the goat supplier, as well as a certificate of insurance maintaining coverage in an amount of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate from the goat supplier; and,
 - (2) No more than five (5) goats per ¼ acre and no more than 15 goats per project will be allowed and no front yard grazing shall be allowed on lots with a residence; and,

LEGAL DEPARTMENT DRAFT

(3) The use of one joule or less electrified low voltage fencing may be allowed for the duration of the permit subject to approval and provided a copy of the permit is displayed on the premises; and,

(4) All fencing must have a warning sign clearly visible and posted every 25 feet with a minimum of one sign per side of fencing with said fencing to be placed not closer than 1 foot from adjacent occupied property and for front-yard grazing on vacant lots an additional orange-colored fence shall be required four (4) feet in front of any electrified fencing and at least two feet back from front property line; and,

(5) All premises on which goats are kept shall be clean and used in a manner so as not to constitute a nuisance either by odor, noise, attraction of vermin, impairment of water quality, or violation of any other regulation found elsewhere in Columbia's Code of Ordinances.

(d) *Duration.* No person shall keep any goats under a Prescribed Grazing Permit for longer than seven (7) consecutive days or fourteen (14) total days in any six-month period. The permit shall issue only when in the discretion of the Department the keeping of such an animal in a yard or building under the circumstances as set forth in the application for the permit will not injuriously affect the public health.

(e) *Inspections and Enforcement.* The premises for which a permit issues shall at all times be open to inspection by a City Official during the grazing period. If a violation of the permit terms is found, the property owner or goat owner will be notified and the violation remedied within 24 hours or the permit may be revoked by the issuing Department.

Chapter 8 – ENVIRONMENTAL HEALTH AND SANITATION

ARTICLE I. – IN GENERAL

Sec. 8-1. Hazardous fences.

It shall be unlawful for any person to install, erect, maintain or permit on property owned, occupied or controlled by such person any fence, wall, screen, barricade, post or structure which has affixed to or incorporated into it barbed wire, concertina wire, electrically charged wire, spikes, blades, glass or any other sharp objects or hazardous materials at a level lower than five feet above the ground or the surface upon which pedestrians or vehicles may travel; provided that a fence may have pointed surfaces above and aligned parallel to the fence at a level not lower than 45 inches above the ground or the surface upon which pedestrians or vehicles may travel. Notwithstanding the preceding prohibition, the use of one joule or less, low impedance, pulse type, properly grounded energizers and electrified low voltage fencing shall be allowed if permitted pursuant to a prescribed Grazing Permit as provided for in City Code Section 4-37.

(Code 1979, § 2-2051)

This ordinance is effective thirty days from final reading.

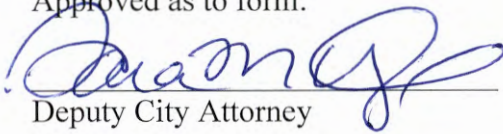
Requested by:

Councilman Howard Duvall

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** Project Briefing - Council Agenda - Project Growth (DOCX)
- **#b:** 2023-115 - DM 7778395-v1 City of Columbia Ordinance Consenting to MCIP Inclusion (002) (PDF)

HISTORY:

11/21/23

Columbia City Council

APPROVED ON FIRST READING.

Economic Development and Infrastructure Committee Briefing

Project Name: Project Growth

Developer: LDE LLC and Shop Grove 1 LLC

Address(s): 135 Sparkman Drive

TMS Numbers: R16200-04-18 and 13500-03-05

Proposed Development: Industrial spec building space across 38.1 acres southeast of Shop Road

Project Investment: \$29,000,000, minimum investment of \$2,500,000 must be made within first five years

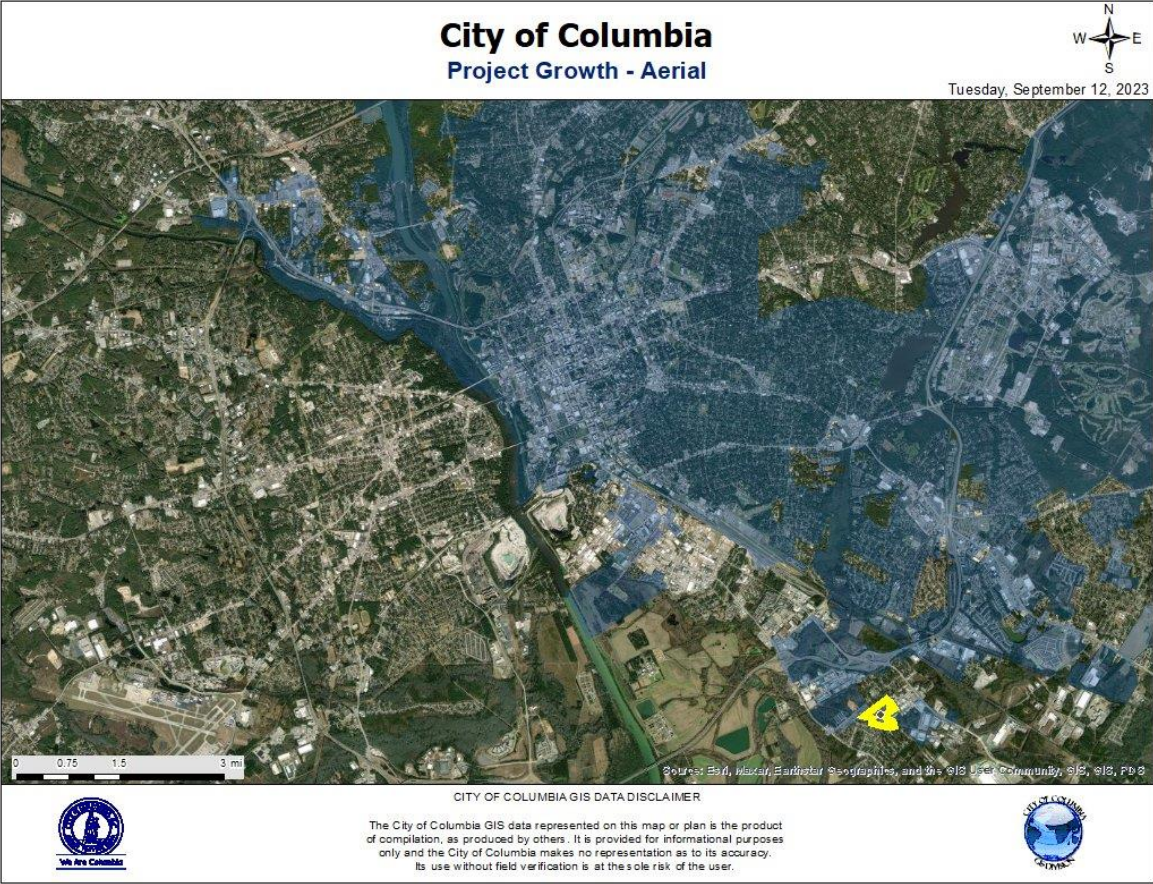
City Commitment: 30 year FILOT to keep them from being taxed ad valorem with a fixed millage, and a 35% special source revenue credit for 10 years

Project Summary: Proposed project includes 344,000 square feet of industrial space developed across 5 buildings (217,000; 11,000; 50,000; 50,000 and 16,000 sq ft) across 36 acres of undeveloped land on Sparkman Drive in South Columbia. There is \$1,200,000 of infrastructure work to support the site associated with the project as well. Proposed tenants are to be logistics and manufacturing.

Shop Grove Park Cost Breakdown	
Projected Cost	
Park Infrastructure	
Road	
Phase 1	\$ 385,000
Phase 2	\$ 395,000
DOT Work	\$ 80,000
Water/Sewer	\$ 305,000
Street Lighting	\$ 35,000
Signage	\$ 22,500
Total Infrastructure Costs	\$ 1,222,500
Building Costs	
<u>Building 1 (11,000 SF)</u>	
Building Construction	\$ 1,490,000
Site Work	\$ 470,000
<u>Building 3 (217,000 SF)</u>	
Building Construction	\$ 11,300,000
Site Work	\$ 3,800,000
Total Building Costs	\$ 17,060,000
Total Projected Costs	\$ 18,282,500

Additional Buildings	
To Be Built	
Building Costs	
<u>Building 2 (50,000 SF)</u>	
Building Construction	\$ 4,000,000
Site Work	\$ 1,000,000
<u>Building 4 (50,000 SF)</u>	
Building Construction	\$ 4,000,000
Site Work	\$ 1,000,000
<u>Building 5 (16,000 SF)</u>	
Building Construction	\$ 1,280,000
Site Work	\$ 750,000
Total Projected Costs	\$12,030,000

*This does not include costs associated with Building 2, 4 and 5. These buildings are shown on the conceptual site plan, but full designs have not yet begun.



ORDINANCE NO.: 2023-115

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(LDE LLC and Shop Grove 1 LLC, Richland County TMS # R16200-04-18 and R13500-03-05)*

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

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

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield; and,

WHEREAS, the project to be undertaken by LDE LLC and Shop Grove 1 LLC (collectively, the "Developer") has committed to establish, in phases, certain facilities which may be used for manufacturing, warehousing, distribution or commercial activities, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property in the aggregate of not less than \$29,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and two fee in lieu of tax agreements between the County and the Developer for the Property (each, a "Fee Agreement," and together the "Fee Agreements") to provide for the payment of a negotiated fee in lieu of tax as well as the issuance of Credits against certain of the Developer's fee in lieu of tax payments with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

LEGAL DEPARTMENT DRAFT

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the fee in lieu of tax payments generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and, WHEREAS, the Project is anticipated to provide substantial public benefits, 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 _____, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits under either of the Fee Agreements.

2. The County's approval, execution and delivery of the Fee Agreements related to the Property.

3. The Fee Agreements will each provide that (a) the Developer will make fee in lieu of tax ("FILOT") payments related to the Property during the term of the Fee Agreement, which FILOT shall be based on property tax assessment of the Property of six percent and a fixed millage rate equal to 0.5502; (b) the annual FILOT payment payable from the Developer to the County will be subject to reduction by a 35% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of each Fee Agreement shall be thirty (30) years for each phase of the Project placed in service in the investment period (as defined therein); (d) the term of the Credits under each Fee Agreement shall be for ten (10) consecutive years, as shall be set forth in the Fee Agreement; (e) in each year during the term of the Credit, the City will be entitled to receive the portion of the FILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (f) the Property will be deemed removed from the Park upon the expiration or earlier termination of both of the Fee Agreements.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period under each Fee Agreement as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases under either Fee Agreement shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

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

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

LEGAL DEPARTMENT DRAFT

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

Requested by:

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**EXHIBIT A
PROPERTY DESCRIPTION**

That certain parcel bearing Richland County tax map number R16200-04-18, consisting of approximately 37.33 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law;

Together with that certain parcel bearing Richland County tax map number R13500-03-05, consisting of approximately 0.87 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** 2023-125 - Midtown Fellowship Encroachment (PDF)
- **#b:** Midtown Fellowship packet (PDF)

HISTORY:

11/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-125

Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01

WHEREAS, Midtown Fellowship (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 1800 block of Blanding Street adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01, for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Sidewalk shall be a minimum of six (6') feet in width.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

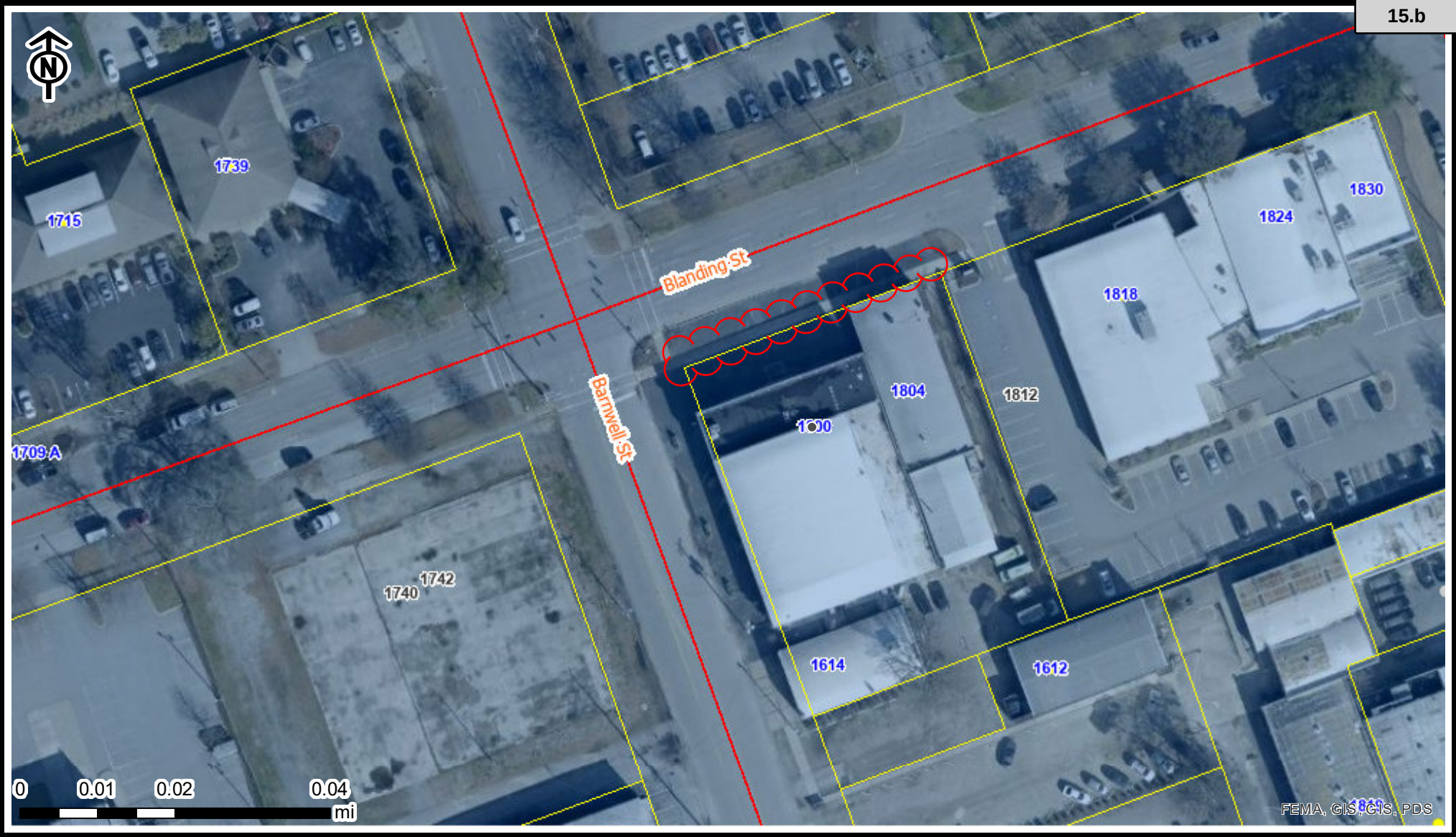
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-125**



**1800 BLOCK OF BLANDING STREET
ADJACENT TO 1800 AND 1804 BLANDING STREET
LANDSCAPING, IRRIGATION AND A NEW CONCRETE SIDEWALK**

Subject Property:	Right-of-way adjacent to 1800 and 1804 Blanding Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping, irrigation and a new concrete sidewalk.
Applicant:	Midtown Fellowship
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, as shown on the attached drawings; and, 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. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Sidewalk shall be a minimum of six (6') feet in width.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, October 23, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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

Existing Site Plan

Front of 1800 Blanding Street



Proposed Site Plan

Front of 1800 Blanding Street



Specifications Sheet

Front of 1800 Blanding Street

We wish to:

- Install a new concrete sidewalk
- Install a new curb, with curb cut in center of entrance
- Install Dwarf Podocarpus along the curb
- Install "Empire Zoysia" sod along curb
- Install approximately 3-4 Willow Oaks between curb and sidewalk



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

We wish to do the following along the front of 1800 Blanding Street:

1. Install a new concrete sidewalk where existing side walk is
2. Install a new curb along Blanding Street, with curb cut in center of entrance
3. Install Dwarf Podocarpus along the curb
4. Install "Empire Zoysia" sod along the curb
5. Install approximately 3-4 Willow Oaks between curb and sidewalk

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Chris Kakaras	9/28/23



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-129 - Authorizing the City Of Columbia, South Carolina, to Execute and Deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** 2023-129 - Equipment Lease Purchase Agreement (PDF)

HISTORY:

11/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-129

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$9,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease purchase agreement (the “Lease Agreement”) with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the “Equipment”).

(d) The Lease Agreement will not constitute a “financing agreement” and the Equipment will not constitute an “asset” as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City’s constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

LEGAL DEPARTMENT DRAFT

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$9,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Lease Agreement or Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2023.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2023

Date of Second Reading: _____, 2023

[Signature page]

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina Equipment Lease Purchase Financing, 2024

Response Due: _____, 2024
12:00 Noon, South Carolina Time

[NOT] BANK QUALIFIED

The City of Columbia, South Carolina (the “City”), is requesting proposals from various banks and financial institutions for a not exceeding \$9,000,000 tax-exempt (non-bank qualified) lease purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing. The City strongly discourages the submission of a bid which would require any modification to the approving ordinance.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked “Proposal for 2024 Equipment Lease Purchase” and should be mailed or delivered to:

Kristine A. Githara
Finance Director
City of Columbia
1136 Washington Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Kristine A. Githara, Finance Director, at kristine.githara@columbiasc.gov, with a copy to Burr & Forman LLP, Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at mseezen@burr.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$9,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. The final amortization structure of the Lease Agreement will be subject to the mutual agreement of the City and the successful bidder. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.
- (b) Funding Options. Bidders may submit proposals on either or both of the following two basis:
1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.
 2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.
- (c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2024, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due). The City will consider other proposed terms for the Lease Agreement (including longer or shorter terms) but reserves the right to reject any terms or structure which are inconsistent with its plan of finance.

Bidders shall submit a bid consisting of a single fixed rate of interest per annum for the total principal amount of the Lease Agreement (as defined herein) which is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-thousandth (1/1,000th) of a percent. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months

("30/360 Day Count"). For purposes of analyzing bids received and determining the award of the Lease Agreement, the City will utilize a 30/360 Day Count.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax exemption due solely to the actions or inactions of the City), will be rejected. In the event of a tie bid and absent other factors favoring one proposal over another in the City's sole and absolute discretion, the Lease Agreement will be awarded to the bidder whose bid was received first in the City's sole and absolute discretion.

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (currently expected to be on or about _____, 2024 subject to mutual agreement of the City and the successful bidder). Bidders may request a closing date later than that identified herein by the City so long as the interest rate, costs and other terms of the bid are similarly guaranteed from the date of the such bidder's proposal until such bidder's requested alternate closing date.
- (e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

- (f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.

- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

- (j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, which may be up to twenty-four (24) months following the execution of the financing unless otherwise mutually agreed upon by the successful bidder and the City. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.
- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel and the City's financial advisor will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and may be taken into account by the City in its bid analysis. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of

the proceeds of the Lease Agreement.

- (l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.
- (m) Closing: The City expects to accept the successful proposal on _____, 2024 (the “Award Date”), and close the transaction on _____, 2024.
- (n) Prepayment: Unless otherwise specifically provided in a bidder’s proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.
- (o) Lease Agreement [Not Designated] [Designated] as Qualified Tax-Exempt Obligation: The City has [**not** designated] the Lease Agreement as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code, as amended (the “Code”), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (p) Confidentiality. If requested by a bidder, the City and its professional advisors will maintain the confidentiality of such bid and the contents therein beginning from the City’s receipt of such bid until the Award Date; however, neither the City nor its professional advisors shall be subject to any term or provision relating to the confidentiality of any bid or the contents therein following the Award Date. Notwithstanding anything to the contrary, in no event shall any confidentiality term or provision contained in any bid prevent any disclosure by the City required by any applicable law or regulation (including continuing disclosure undertakings by the City required thereby) or as a result of any legal or administrative procedure.

II. Proposal Requirements

- (a) The proposal must be in writing. It is preferred that a bidder’s proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and

conditions associated with the proposal.

- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment provisions or limitations, additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the interest rate, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on the Award Date.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP, Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

Interest on the Lease Agreement is not an item of tax preference for purposes of the federal individual alternative minimum tax. The Inflation Reduction Act, H.R. 5376, recently enacted into law, includes an alternative minimum tax to be imposed on the "adjusted financial statement income" of "applicable corporation," as each is defined therein, for tax years beginning after December 31, 2022. The interest on the Lease Agreement may be included in the adjusted financial

statement income of such applicable corporations for purposes of computing such alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. The City presently maintains underlying general obligation ratings of Aa1/AA+ from Moody's/S&P (the "GO Ratings") but will not obtain a rating specific to the Lease Agreement. **However, the GO Ratings were obtained in connection with the issuance of general obligation debt and are provided herein for informational purposes only and may not be relied upon by prospective bidders.** As provided previously, the Lease Agreement will not be a general obligation of the City and must include a non-appropriation provision acceptable to the City.

Audited financial reports of the City are available on the City's website¹ (which website is not intended to be an active hyperlink and the information contained therein is not incorporated by reference herein).

¹ <https://finance.columbiasc.gov/cafrs/>

If you should have any questions regarding the Request for Proposals, you should contact:

Kristine A. Githara
Finance Director
Phone: 803.545.3409
E-Mail: kristine.githara@columbiasc.gov

Michael J. Seezen, Esq.
Burr & Forman LLP
Phone: 803.753.3257
E-Mail: mseezen@burr.com

Bidders are encouraged to submit any questions or requests for further information to the City at least two business days prior to the date proposals are due (_____, 2024), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen

City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

_____, 2024

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT BForm of Investment Letter

_____, 2024

City of Columbia, South Carolina
Columbia, South Carolina

Teresa A. Knox, Esq.
City Attorney, City of Columbia
Columbia, South Carolina

Burr & Forman LLP
Columbia, South Carolina

RE: City of Columbia, South Carolina
[Lease Agreement], 2024, \$_____

This letter is provided by _____ (the “Lessor”) in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2024 (the “Agreement”) between the Lessor and City of Columbia, South Carolina (the “City”). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.
2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.
3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.
4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the Acquisition Payments and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in his opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in their opinion.

[LESSOR]

By: _____

Its: _____



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** Ordinance 2023 130 Lease between City and Isadore Lourie Center (PDF)
- **#b:** APPROVED Lease Assignment - Lourie Center (PDF)
- **#c:** 1992 Lease Capital Senior Center (Lourie Center) at Maxcy Gregg Park (PDF)

HISTORY:

11/21/23 Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-130

Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Assignment and Assumption of Lease and Lessor's Consent for a portion of real property located within Maxcy Gregg Park, or in a form to be approved by the City Attorney, between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASE

COPY OF LEASE

(See Attached)

ASSIGNMENT AND ASSUMPTION OF LEASE AND LESSOR'S CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND LESSOR'S CONSENT (this "Assignment") dated June 22, 2023, is made by and among the City of Columbia ("City or Lessor"), the Senator Isadore Lourie Center, Inc. ("Lessee"), and Senior Resources, Inc. ("Assignee"). Lessor, Lessee, and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, Lessor and Lessee entered into that certain Lease of Real Property dated March 3, 1992 (the "Lease"), for lease of a portion of real property located within Maxcy Gregg Park (the "Premises"), all as more particularly described in the Lease;

WHEREAS, Lessor and Lessee are the sole parties in interest under the Lease;

WHEREAS, the Board of Directors for the Lessee has authorized a Plan of Complete Liquidation and Dissolution pursuant to the Lessee Bylaws and the South Carolina Nonprofit Corporations Act;

WHEREAS, pursuant to the Lessee's Plan of Complete Liquidation and Dissolution, the Assignee is to receive all of the Lessee assets, including the Lessee rights under the Lease;

WHEREAS, in accordance therewith, Assignee intends to assume the obligations of Lessee as Lessee under the Lease; and

WHEREAS, Lessor is willing to consent to the assumption by Assignee of such obligations of Lessee under the Lease, upon and subject to the terms and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Lease.

2. Assignment and Assumption. Effective as of the date hereof (the "Effective Date"), Lessee hereby assigns, transfers, conveys and relinquishes to Assignee all of Lessee's right, title, interest and estate, in, to and under the Lease. Assignee hereby accepts Lessee's assignment, transfer, conveyance and relinquishment of Lessee's right, title, interest and estate in and to the Lease. Assignee hereby assumes and agrees to perform all obligations of the Lessee under the Lease to be performed on or after the Effective Date, and to perform and observe the terms, covenants and conditions of the Lease to be done, kept and performed by the Lessee thereunder.

3. Consent to Assignment. In accordance with Section VIII of the Lease, Lessor hereby consents to the assignment, transfer, conveyance and relinquishment of Lessee's right, title, interest and estate in, to and under the Lease to Assignee pursuant to the provisions thereof. By execution hereof, Lessor acknowledges and agrees that Lessee and Assignee have complied with each and every condition necessary and incidental to effecting the transfer of the Lease, and, to the

extent any such conditions have not been satisfied prior to the execution hereof, any and all such conditions are hereby waived by Lessor to the fullest extent permitted by applicable law.

4. Reaffirmation of Lease Terms. Assignee and Lessor agree that the terms, covenants and conditions of the Lease shall remain and continue in full force and effect. If there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Lease, the terms and provisions of this Assignment shall govern

5. Temporary Suspension of Section IV.C of the Lease. Notwithstanding Section 4 of this Assignment, Lessor hereby acknowledges and agrees that the Assignee will not be required to comply with Section IV.C of the Lease—which requires the Lessee to conduct senior center programs for not less than twenty (20) days per month or Lessee shall be deemed to have ceased operations and the property shall revert back to the Lessor—for a period of one hundred twenty (120) days following the Effective Date. The purpose of this Section 5 is to permit the Assignee to conduct needed remedial repairs on the buildings and improvements located on the leased premises. At the expiration of the one hundred twenty (120) days, Section IV.C shall apply to the Assignee and be in full force and effect unless the period is otherwise extended by the Lessor.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of South Carolina without regard to conflicts-of-law principles that would require the application of any other law.

7. Counterparts. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except in a written agreement and signed by the parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

LESSOR:

CITY OF COLUMBIA

APPROVED AS TO FORM


Legal Department City of Columbia, SC

11/10/2023

By: _____
Name: _____
Its: _____

LESSEE:

SENATOR ISADORE LOURIE CENTER, INC.

By: 
Name: Sandra Berger
Its: Chair, Board of Directors

ASSIGNEE:

SENIOR RESOURCES, INC.

By:  7/11/23
Name: CHRIS ZECOPULOS
Its: CHAIR, BOARD OF DIRECTORS

1995-0606

ATTACHMENT E

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) LEASE OF REAL PROPERTY

This lease made and entered into this 3rd day of MARCH, 1992, by and between the City of Columbia, hereinafter referred to as Lessor, and Capital Senior Action Center, hereinafter referred to as Lessee.

I. Grant of Lease, Description of Property, and Duration of Lease

Lessor, in consideration of rents hereinafter reserved and of covenants and agreements of Lessee, to be kept, performed and fulfilled, leases to Lessee the real property described on Exhibit A attached hereto.

To have and to hold the subject premises, with rights, privileges and appurtenances thereunto attaching and belonging, to Lessee for the term of ninety-nine (99) years commencing from the first day of MARCH, 1992 and until the first day of MARCH, 2097.

II. Rent

Lessee agrees to pay to Lessor as rent for the premises the sum of Ten (\$10.00) Dollars annually, to be paid on or before the first day of January of 1993 and subsequent years.

ORIGINAL
 Stamped in Red

95-0606

III. Construction of Building and Other Facilities

A. Lessee shall construct, finish and complete at its sole expense a recreational building upon the property of a size, character, design and appearance to be approved by written resolution of Columbia City Council. Construction of such building shall be completed on or before December 31, 1994. Lessee shall execute a bond in the sum of \$1,500,000.00 dollars, with surety satisfactory to Lessor, providing for the erection of the building and completion of all improvements and the payment of all contractors, sub-contractors, laborers and materialmen.

B. No building constructed upon the property may be removed, altered or torn down without the express agreement of the City of Columbia City Council.

C. The building and any other improvements constructed by Lessee shall be insured against damage or loss for the full replacement value of such building and improvements. Lessor shall be named as an additional insured upon any policy or policies of insurance issued for such purpose.

D. The Lessee shall indemnify and save harmless the Lessor from any and all claims or causes of action which may arise by reason of the Lessee's construction, maintenance and operation of the building and facilities upon the property or

any other activity engaged in by the Lessee upon the property.

IV. Other Covenants of Lessee:

A. The building and facilities to be constructed by Lessee shall be erected, operated and maintained in a manner which will not interfere with the Lessor's operation and maintenance of the swimming pool and dressing rooms adjacent to the property. Lessee shall take no action to limit or restrict public access to the Lessor's swimming pool, dressing rooms or other public property.

B. Not later than July 1, 1993, the Lessee shall commence construction of a building approved by Columbia City Council. In the event construction has not commenced by that date, this lease shall terminate.

C. The property shall be used for the provision of recreational activities and other programs for senior citizens. The multipurpose senior center is a community facility in which older people can meet with one another to fulfill many of their social, physical, emotional and intellectual needs. It is a focal point for access to programs, services and activities that maintain independence and wellness. In the event Lessee ceases to provide such programs, this lease shall terminate and the property and all improvements thereon shall become the exclusive property of

the Lessor. Lessee shall conduct its programs for not less than twenty (20) days per month or Lessee shall be deemed to have ceased operations and the property shall revert to the City.

V. Notices

Until otherwise notified in writing by Lessor, Lessee shall make payment of rental and give notices to Lessor at 1737 Main Street, Columbia, South Carolina 29201. Lessor shall give notices and other communications to Lessee by mailing same to:

VI. Use

The leased premises shall be used for purposes constructing, operating and maintaining a recreational and programming center for senior citizens, but shall not be used for any other purpose.

VII. Utilities and Insurance

Lessee shall pay for all water, gas, electricity and other utilities as well as insurance upon the property and improvements.

VIII. Assignment

This lease may not be assigned without the prior express approval of Lessor.

IX. Default

If the Lessee shall fail to pay the rent as provided within this lease or shall fail to perform any of the covenants and agreements required under this lease, or if Lessee shall vacate or abandon the leased premises prior to the expiration of the term or suffer the lease to be taken under any writ of execution, or if a petition in bankruptcy, insolvency or for reorganization is filed by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, then in any of such events, Lessor may deem Lessee to be in default under its lease and if such default is not remedied to Lessor's satisfaction within fifteen (15) days after written notice of such default is delivered to Lessee, Lessor may at its option terminate this lease and all rents then due and which would become due during the remainder of the term, together with such special damages that Lessor may suffer, shall immediately become due and payable. Lessor shall also have the right of re-entry and repossession of the leased premises and may expel Lessee and remove all property therefrom with the right to sell same and apply the proceeds against any amounts due under this lease. Lessor may at its option without terminating this lease have

full right of entry and may make such reasonable alterations and repairs as may be needed in order to relet the leased premises or any part thereof upon such rental, terms and conditions as it deems advisable. The failure of Lessor to relet the premises shall not in any way release or reduce Lessee's liability.

X. General Provisions

A. Governing Laws. This agreement shall be governed by and construed according to the laws of the State of South Carolina.

B. Recordation and Documentary Stamp Taxes. This lease shall not be recorded, but a short form referring to this lease, describing the premises and setting forth the term thereof may be recorded by either party. The cost of South Carolina Documentary Stamp Taxes due shall be paid by the Lessee.

C. Entire Agreement. This lease and the exhibits attached hereto and forming a part hereof set forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises. No subsequent alteration, amendment, shall be binding upon Lessor or Lessee unless reduced to writing and signed by each party.

D. Binding Agreement. The condition, covenants and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been made in accordance with the provisions set in this lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESSES:

James O. Mays
Prisca M. Stieglitz

THE CITY OF COLUMBIA, SC

By: *Robert M. Bell*
MAYOR
 (Title)

WITNESSES:

CAPITAL SENIOR ACTION CENTER

By: _____

 (Title)

ORDINANCE

Authorizing Lease of Portion of Maxcy Gregg Park
for Senior Citizens Center

BE IT ORDAINED by the Mayor and City Council of The City of Columbia this 5th day of February, 1992, that the City Manager is hereby authorized to execute a Lease from The City of Columbia to Capital Senior Action Center, Inc. the following property for the sum of One and no/100 (\$1.00) Dollar per year for ninety-nine (99) years from March 1, 1992, to April 1, 2091, for a senior citizens center:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Richland, City of Columbia, beginning at a new iron on the northern right-of-way of CSX Transportation, Inc. railroad and the southern property line of Maxcy Gregg Park and running S 45 06' 29" W for a distance of One Hundred Ninety-two and thirty-two hundredths (192.32') feet to a new iron; thence turning and running N 45 48' 13" W for a distance of One Hundred Thirty-five and eighteen-hundredths (135.18') feet to a new iron; thence turning and running along a line parallel to the pool N 44 56' 35" E for a distance of Two Hundred Eight and forty-four hundredths (208.44') feet to a new iron; thence turning and running along a line parallel to the pool N 44 43' 38" W for a distance of One Hundred Seventy-five and forty-four hundredths (175.44') feet to a new iron near Rocky Branch Creek; thence turning and running N 87 02' 24" E for a distance of One Hundred Ninety and twelve-hundredths (190.12') feet to a new iron; thence turning and running S 88 14' 54" E for a distance of One Hundred Five and two-hundredths (105.2') feet to a new iron; thence turning and running N 54 26' 39" E for a distance of One Hundred Forty and twenty-hundredths (140.20') feet to a new iron; thence turning and running S 61 06' 58" E for a distance of Sixty and twenty-two hundredths (60.22') feet to a new iron on the northern right-of-way of the CSX Transportation, Inc. railroad right-of-way; thence turning and running along said right-of-way S 33 56' 37" W for a distance of Thirty-five and seven-hundredths (35.07') feet, S

Ord. 92-9

1

EXHIBIT A

36 30' 18" W for a distance of Fifty (50') feet, S 38 30' 18" W for a distance of Fifty (50') feet, S 40 54' 03" W for a distance of Fifty (50') feet, S 42 43' 45" W for a distance of Fifty (50') feet, S 44 12' 24" W for a distance of Fifty (50') feet, S 44 38' 33" W for a distance of Fifty (50') feet, S 44 51' 20" W for a distance of Fifty (50') feet to the point of beginning; containing One and Ninety-six hundredths (1.96) acres; all as shown on Boundary Survey of Portion of Maxcy Gregg Park for the Senior Citizen Center by City of Columbia Department of Utilities and Engineering, H. R. Greenway, R. L. S. 4180, dated January 17, 1992, File Reference 193-05A.

Requested by:



MAYOR

Approved by:



City Manager

ATTEST:

Approved as to form:



City Attorney

Introduced 1-22-92

Final Reading 2-5-92



City Clerk

authleas/92RP001.lde

Ord. 92-9



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 9.28 acres E/S
Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old
LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old LeGrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - see staff recommendation)

First reading approval was given on November 21, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0018_Parklane8444_1stReading_Packet (PDF)
- **#b:** 2023-120 - Annex and Incorporate 8444 Parklane Road (PDF)

- #c: ParklaneOldLeGrand_Offer_Notice (PDF)
- #d: ParklaneOldLeGrand_Petition (PDF)

HISTORY:

10/17/23 Columbia City Council DEFER CONSIDERATION

Mr. John Rowe

Ms. Mikaisha Moore

11/21/23 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

November 21, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**9.28 acres E/S Parklane Road, 8444 Parklane Road, 1.02 acre E/S Old LeGrand Road;
TMS# 17104-02-02, 17104-02-03, 17104-02-04**

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.
Applicant:	First Piedmont SC, LLC / Haven Communities
Staff Recommendation:	Denial
PC Recommendation:	10/12/2023; Approval (<i>SC Code §6-29-760 – see staff recommendation section</i>)
ZPH:	10/17/2023; Hearing held
1 st Reading:	11/21/2023; Pending
2 nd Reading:	12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 12.13 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Long Range Area

Current County Land Use Classification: Neighborhood (Medium Density), portions within a Priority Investment Area

Proposed City Land Use Classification: Community Activity Corridor (AC-2)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Residential Mixed District (RM-1)

Census Tract: 113.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

Due to current staffing levels and the distance from other in-City residential areas, policing this proposed residential development would be extremely taxing on the North Region at this time, and would likely remain taxing for a full staff

due to the nature of servicing residential communities and the previously mentioned distance. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed 83-unit townhome development would be **approximately \$40,000 per year**, based on calls to the nearest residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The Solid Waste Division's nearest service point to this property is approximately 2 ½ miles away down Farrow Road, and driving a truck out to service this proposed townhome development would not be efficient. The average cost associated with solid waste service to residential properties is approximately **\$225 annually per household**, however due to the extra distance traveled to reach this property, the cost may be higher.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sewer service is provided by East Richland Public Service District.

Water Customer Care

Development of this site will bring new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend denial of the annexation of this property, which is located within an area classified as a Long Range Area within the Urban Service Area plan. An 83-unit townhome development is proposed for the site - the real estate tax revenue generated for the City would be **approximately \$67,000 per year** based on the estimated taxable value of this property after development. Because of the distance of the property from other residential areas within the City, there are service concerns from City departments, including CPD and Solid Waste.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Long Range Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Long Range Area

Long Range Areas are those areas that do not meet the criteria of Primary Areas or Secondary Areas but are within the Columbia Water service area. They may not meet the criteria simply due to distance, because of the condition of the existing infrastructure, or because of the practicality of providing City services- or any combination thereof.

Annexation within *Long Range Areas* is the lowest priority. Annexation of small individual properties in these areas is generally not in the City's best interest, however new developments and group petitions can be considered for annexation with an assessment of the impact on the City's revenue and ability to serve the property/area in question.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density), a portion within a Priority Investment Area (Area # 8, I-77 Farrow Road Interchange), by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Adjacent parcels within the City of Columbia are currently zoned Light Industrial District (LI) and Institutional – General District (INS-GEN) to the west across Parklane Road. Adjacent parcels in unincorporated Richland County are currently zoned M-1 and RU to the north, and GC and M-1 to the south.

The proposed City of Columbia zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district description for more information on the proposed City of Columbia zoning.

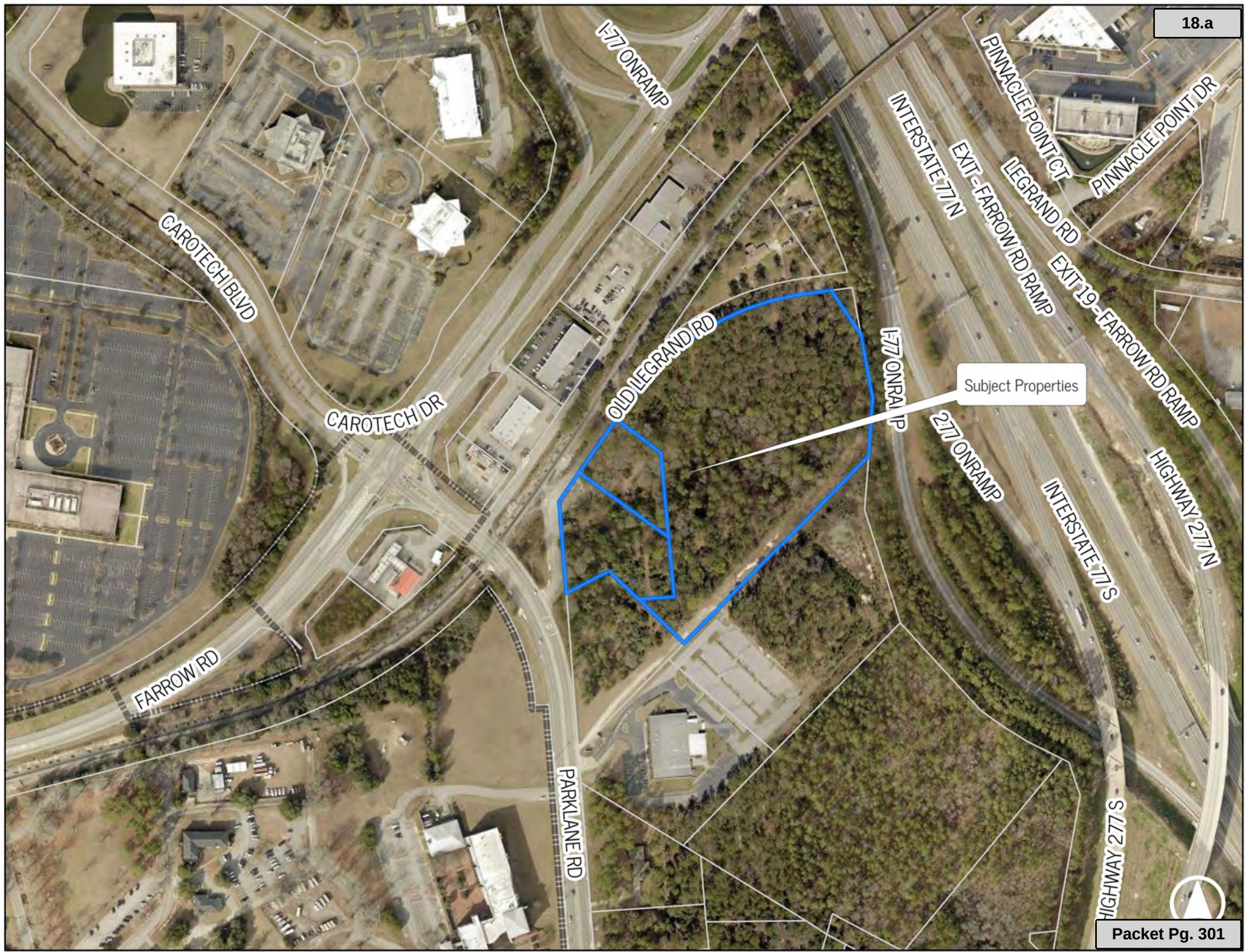
STAFF RECOMMENDATION

Staff does not recommend annexation of the property at this time. The property is within a Long Range Area within the Urban Service Area plan – and if developed as a residential neighborhood – servicing the property, including by the CPD and Solid Waste, would prove challenging due to its distance from in-City residential neighborhoods.

Staff recommends approval of the assignment of a future land use classification of Community Activity Corridor (AC-2) to the property, if it were to be annexed.

Staff recommends denial of the requested zoning district, Residential Mixed District (RM-1), as commercial or perhaps even employment/light industrial uses would be more appropriate for this site in consideration of surrounding zoning, land uses, and the location between railroad tracks and an interstate highway.

Note that the Planning Commission recommendation of approval is based on South Carolina Code §6-29-760, that states: "The planning commission shall have a time prescribed in the ordinance, which may not be more than thirty days within which to submit its report...if the planning commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure." Due to absences and recusals, Planning Commission was unable to achieve a quorum to act on this item for two months and it is forwarded for Council action.



Subject Properties

Future Land Use

8444 Parklane Road; TMS# 17104-02-02, -03, -04

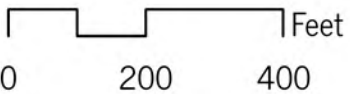
Current Richland Co. Future Land Use: Neighborhood Medium Density w/in a Priority Invest Area

Proposed City Future Land Use: Community Activity Corridor (AC-2)

18.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

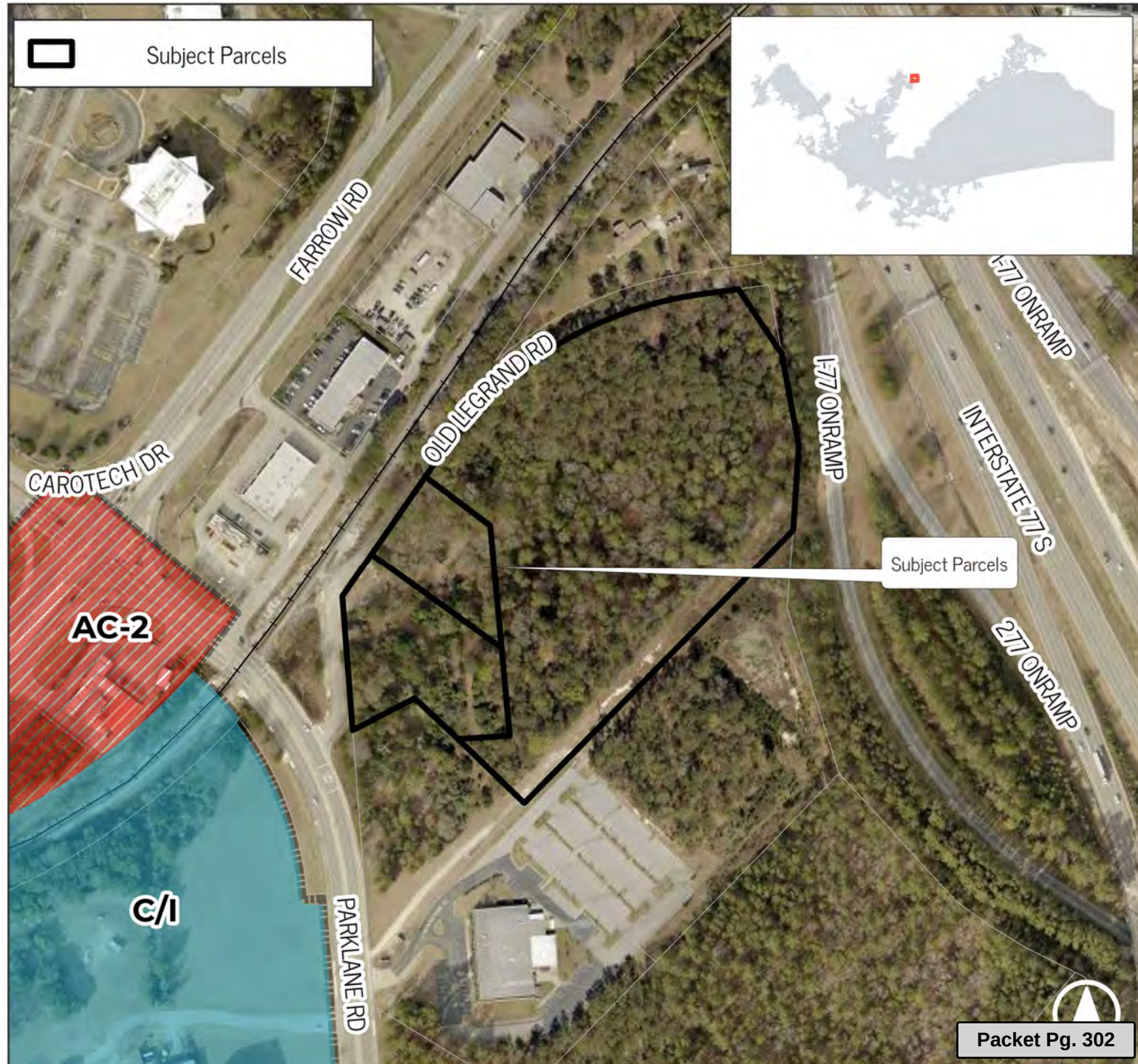


Planning & Development Services Department

Created by: sw Hudson Date: 8/24/2023



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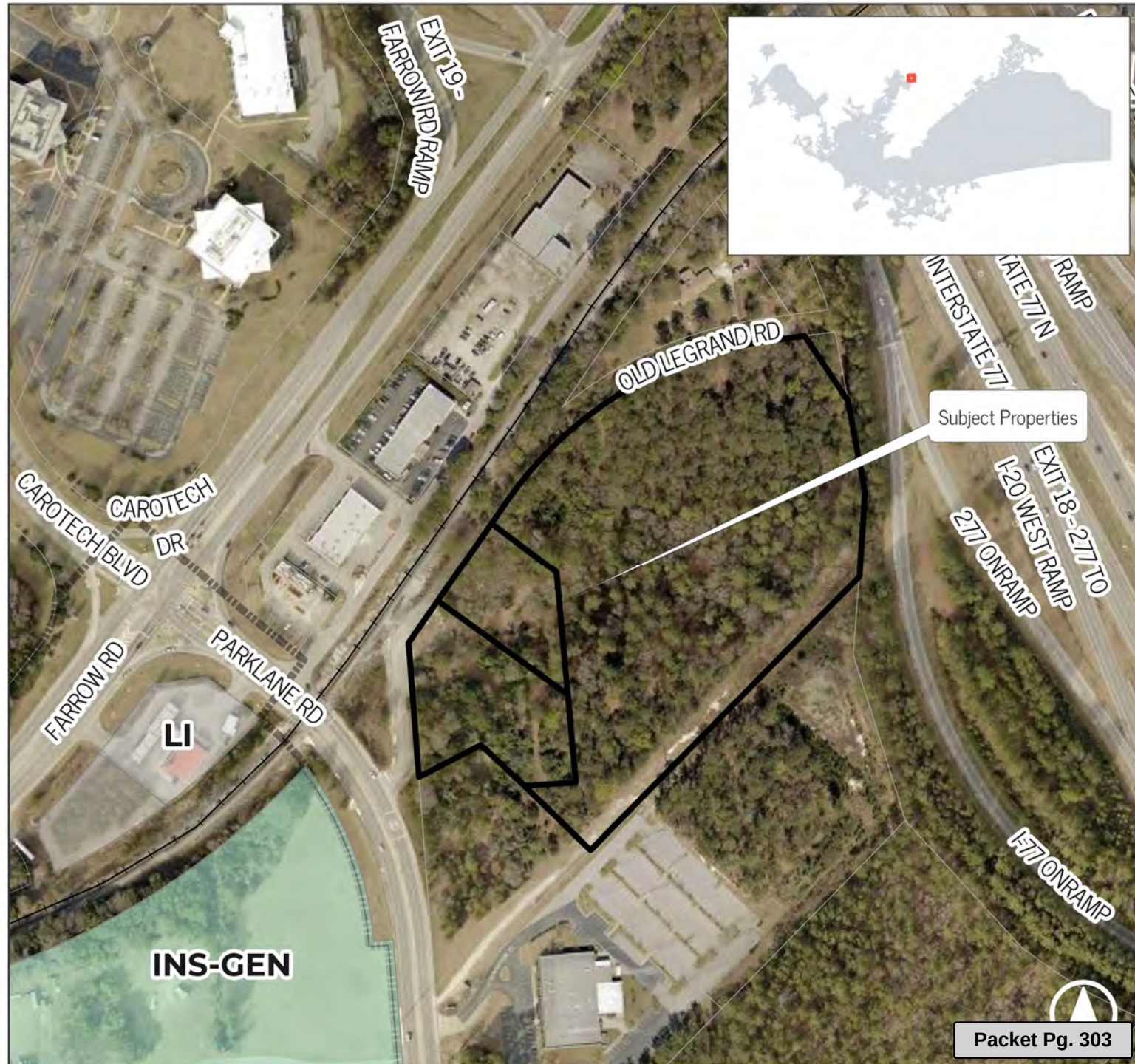
Zoning

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)

18.a

Legend

- LI: Light Industrial District
- INS-GEN: Institutional - General District
- Parcels
- City Limits



Planning & Development
Services Department

Created by: swhudson Date: 8/24/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD



- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.
- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.
- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.
- Inventory all key natural and scenic resources in the County.
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

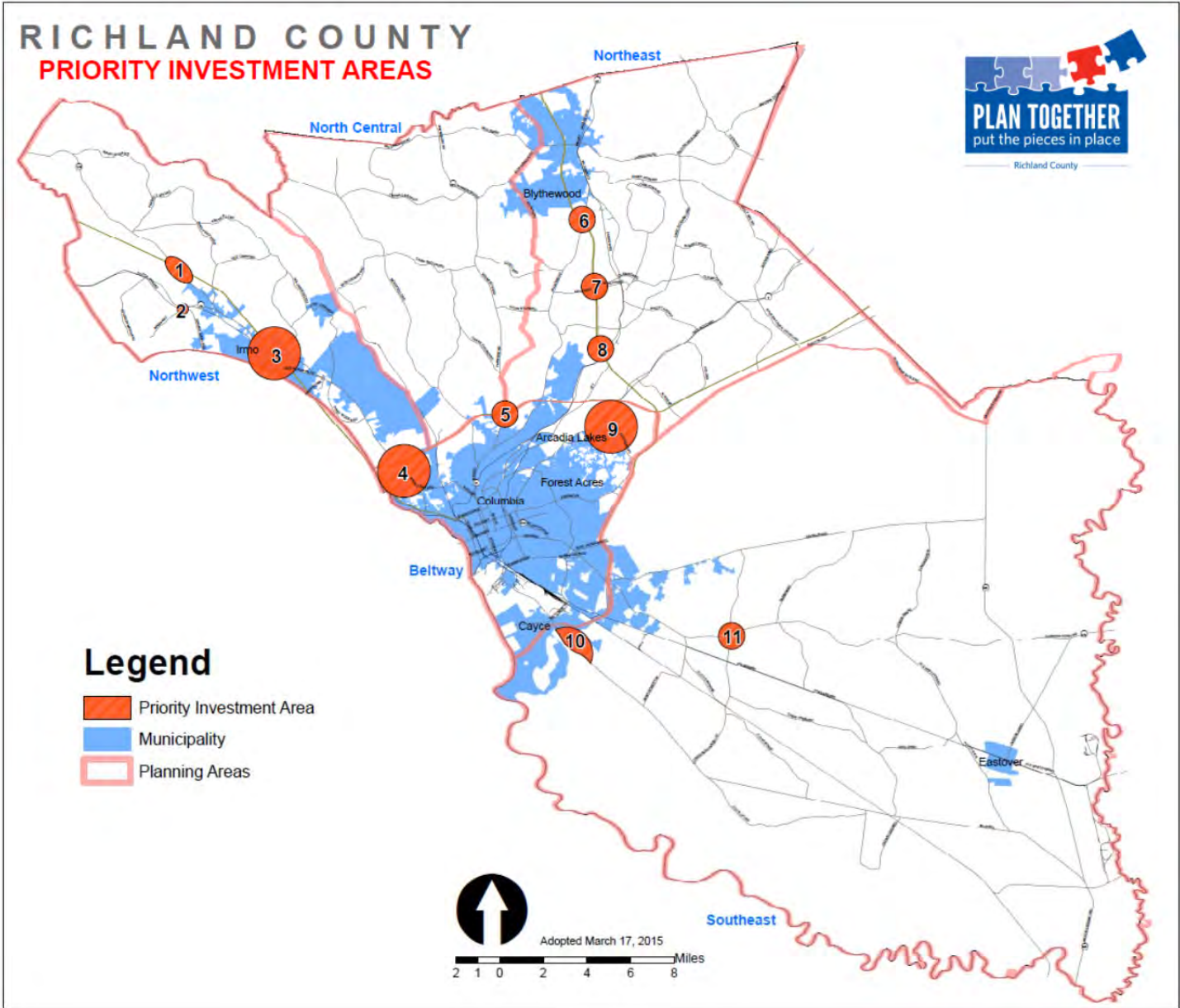
Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.





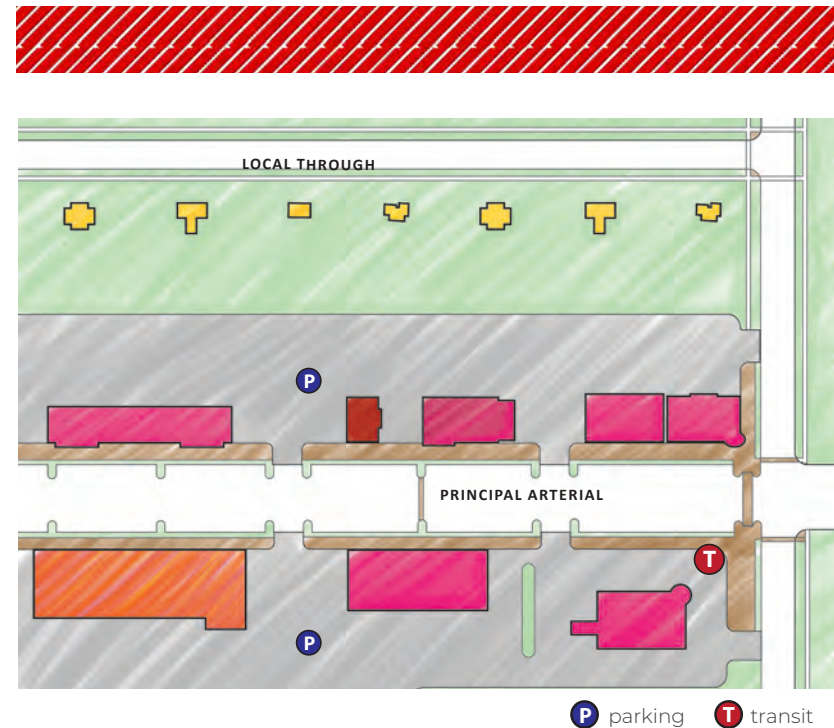
PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	I-20 Fairfield Road Interchange. Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	I-77 Wilson Boulevard Interchange. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	I-77 Killian Road Interchange. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	I-77 Farrow Road Interchange. Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	Decker Boulevard and Two Notch Road. Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

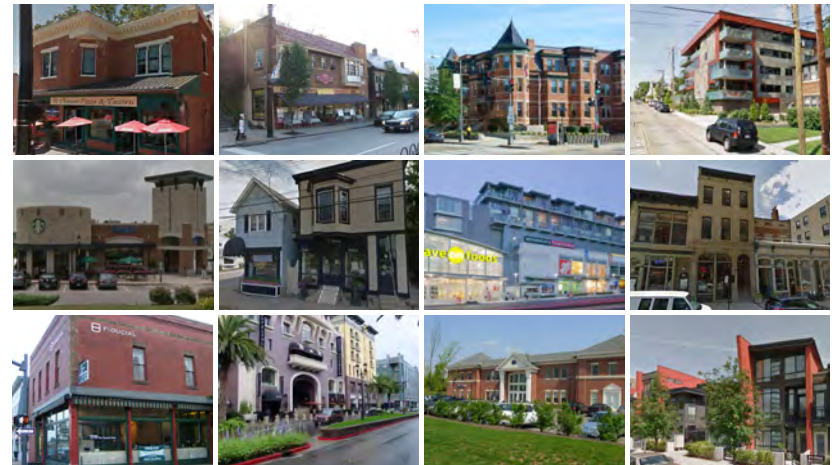
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

From: [John Rowe](#)
To: [Livengood, Andrew](#)
Subject: [EXTERNAL] Annexation/Rezoning of Property @ Parklane & Old Legrand
Date: Wednesday, September 13, 2023 5:49:19 PM
Attachments: [C2-Site.pdf](#)
[Richland County Future Land Use Plan - Excerpted amd Annotated.pdf](#)

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Andrew,

Thanks for your counsel on the annexation and zoning request. If possible, would you mind forwarding the following email to the full Planning Commission?

Dear Planning Commission Members,

Thank you for your consideration of our proposal to annexation and zoned the property on Parklane into the City of Columbia. As you are aware, the staff has recommended the annexation but denial of the request for residential zoning. The basis of their recommended denial is incompatibility with the Richland County Future Land Use Plan and seemingly incompatibility with surrounding uses and proximity to the railroad and interstate. I am writing to you to share with you that we actually believe the use is exactly what the Richland County Land Use planned envisioned and also information on the configuration of the property that is important when considering the railroad and interstate. Please see below:

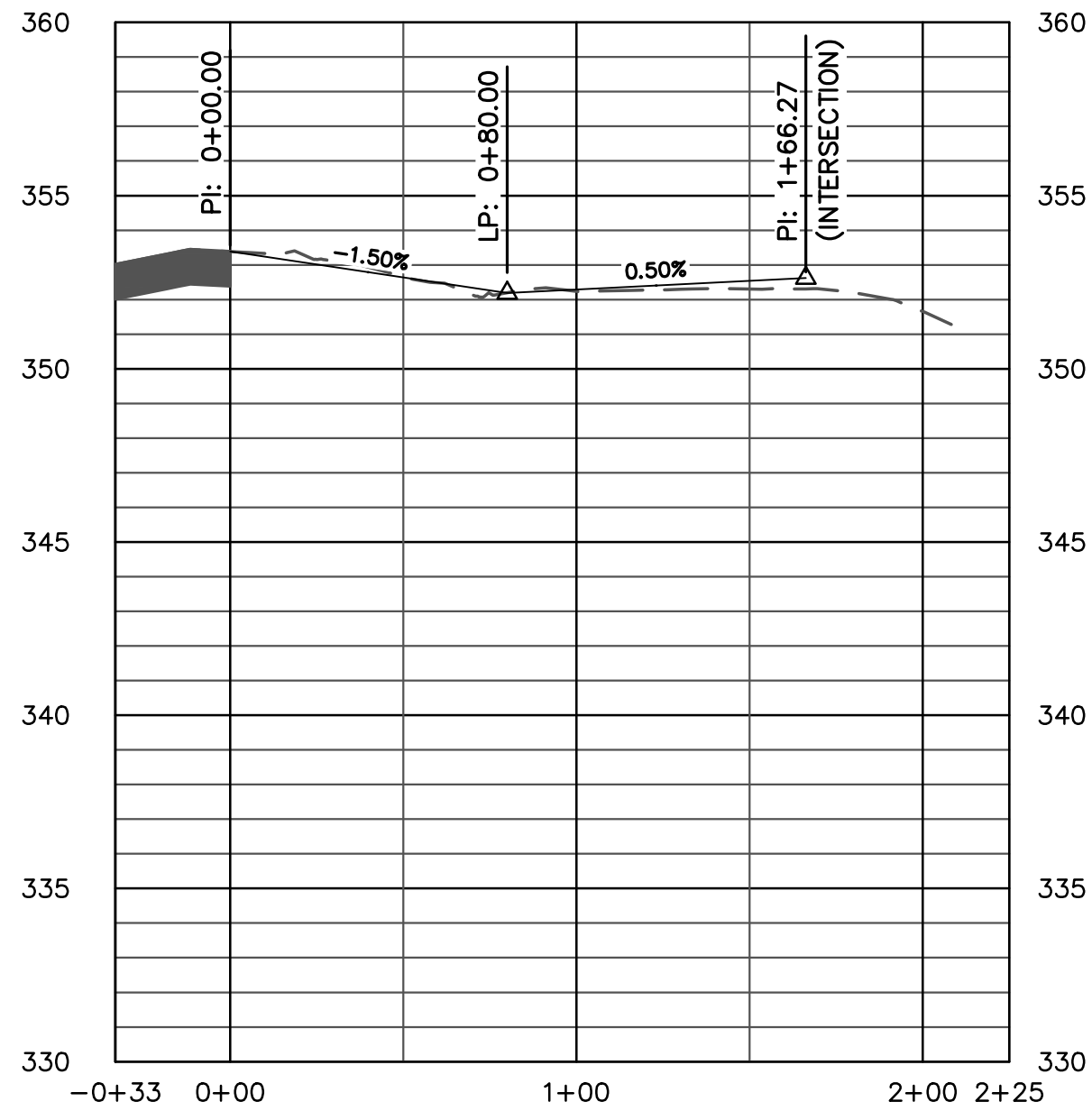
1. The Seller of this property has permits and has started construction on reconfiguring Old Legrand Rd into a more conventional intersection with Parklane Rd. The road will now not follow the railroad tracks on the left side of the property but will be directed straight into the property. Please see attached plans. In doing so, there will be a huge buffer between the residential subdivision and the railroad tracks which should eliminate any concerns. Additionally, there are already homes that are also located between the railroad and the property/proposed subdivision. With the relocation of the Legrand, the environment changes completely.
2. Regarding the interstate, we are uncertain of the concern. There is housing that is being developed throughout the entire MSA that abut I-20, I-77 and I-26, some of which have been approved by the City of Columbia and are in development.
3. The Richland County Future Land Use Plan establishes this property at Neighborhood (Medium Density) and partially within the Priority Investment Area. Please see the Annotated Richland County Future Land Use Plan with maps included. The map also shows the adjacent areas in the Economic Development Center. We believe that the county would have assigned this property in the Economic Development Center designation if it intended for it to be commercial and light industrial uses. Instead, it was distinctly given a Neighborhood designation.
4. I have attached the full section 12 of the Richland Land Use Plan that addresses Priority Investment Areas. Upon reviewing the entire section, it addresses the need for all types of investment. On the 3rd page of Section 12, there is a specific section, "Priority Investment Area" that states it encourages the "development of traditional neighborhoods designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community

redevelopment and future economic development targets.”

Given that the Future Plan Use plan unquestionably classifies this property as residential (when it could have easily been assigned Economic Development Center), since the Priority Investment Area as defined was also intended for residential development, and when considering the reconfiguration of Legrand Rd, we respectfully request the Planning Commission to consider our original zoning request despite the staff's recommendation for denial. Please let me know if we can answer any questions.

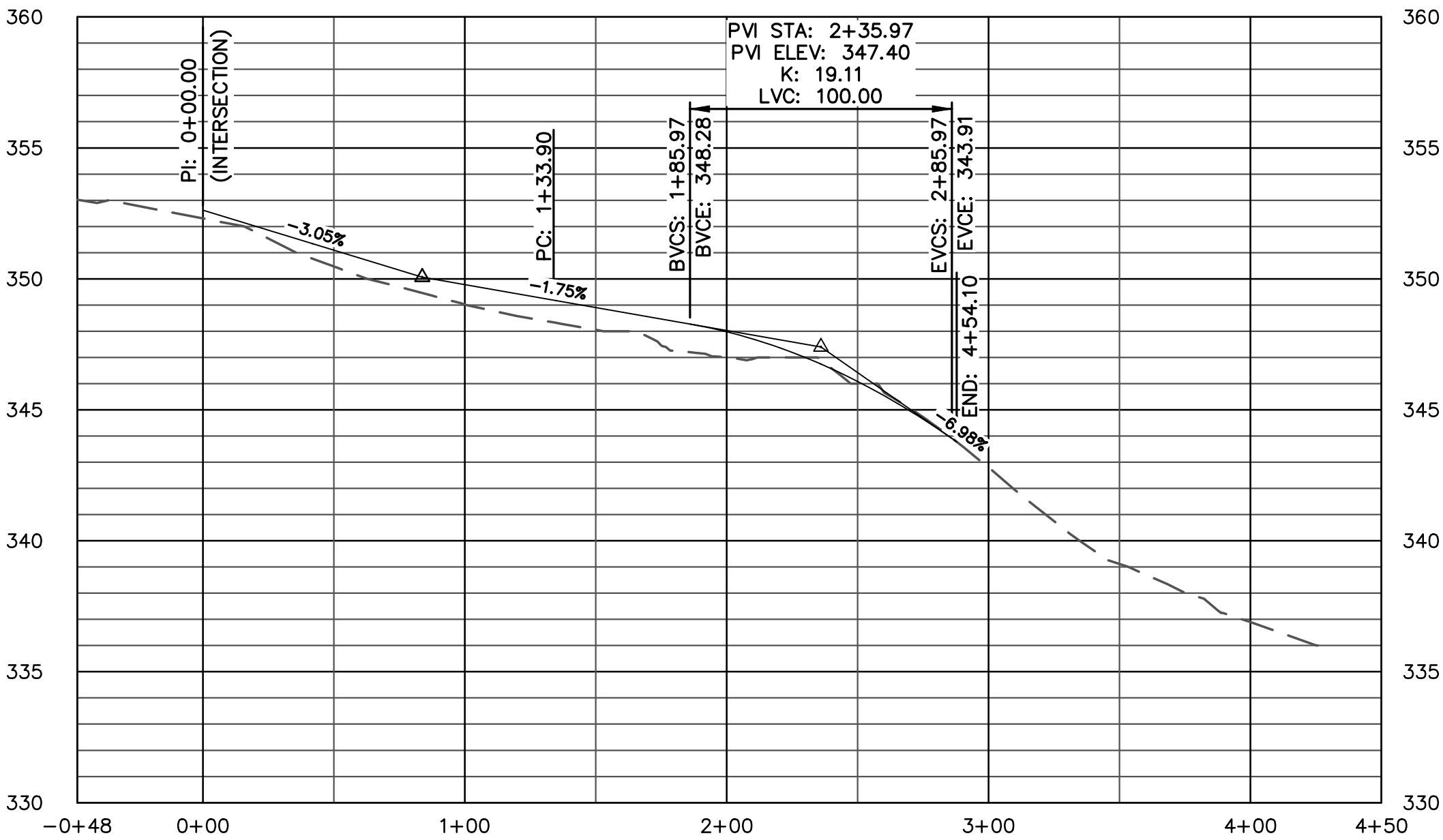
Respectfully,
John Rowe
Entitlements Manager
Haven Communities
(803)724-8332

NOTES:
1. BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY STEADMAN AND ASSOCIATES, INC., IN DIGITAL FORMAT.
SUPPLEMENTAL TOPOGRAPHIC INFORMATION PROVIDED BY ASSOCIATED E&S INC., IN DIGITAL FORMAT.
2. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL MSL DATUM.



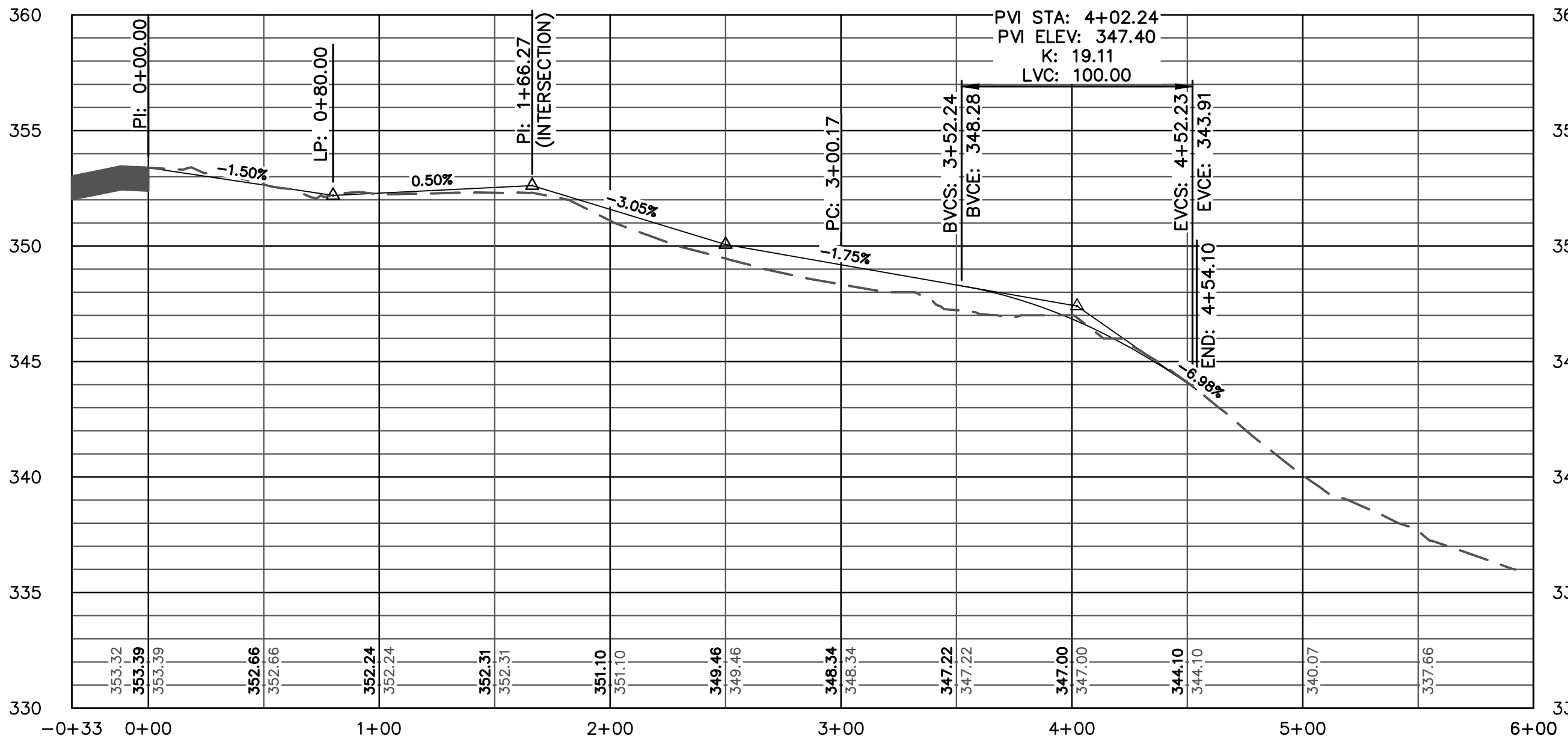
36' WIDE ROAD CENTERLINE PROFILE

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



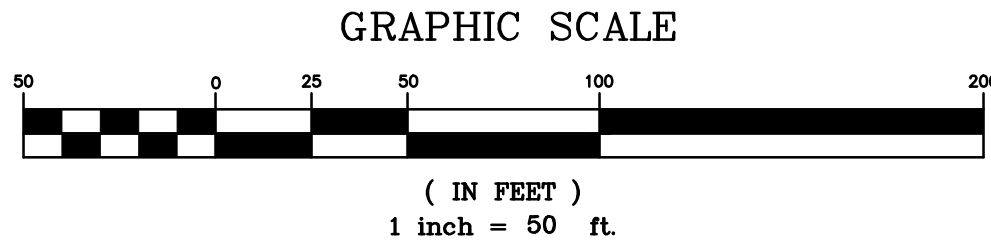
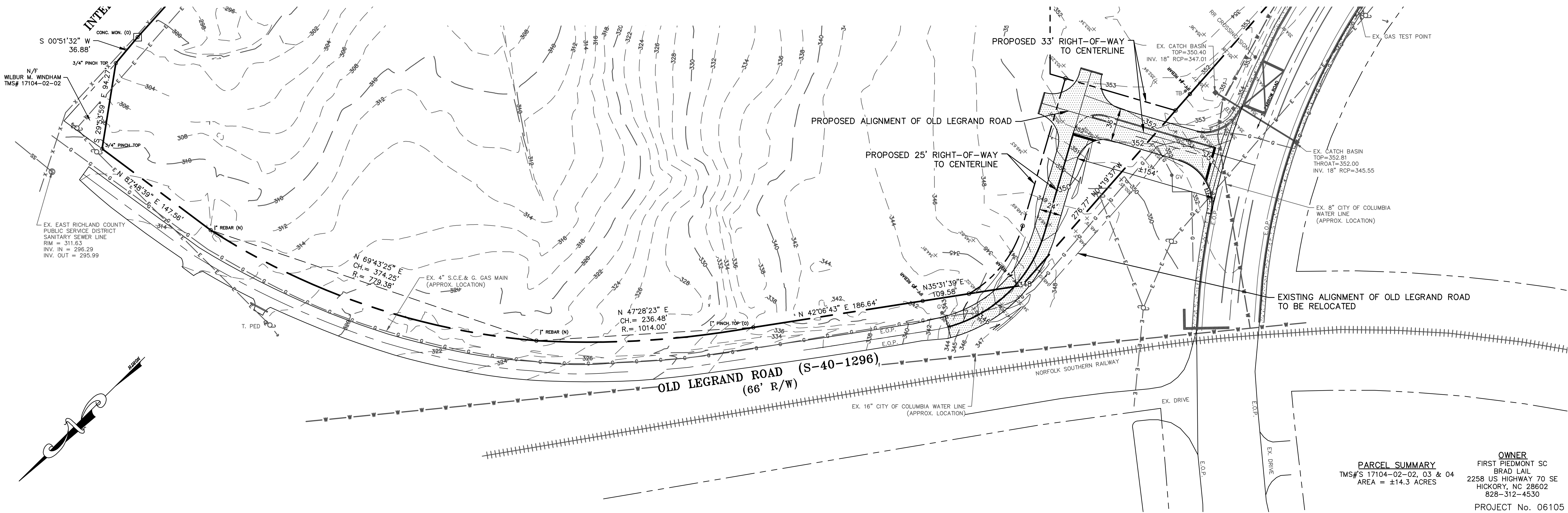
24' WIDE ROAD CENTERLINE PROFILE

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



ROAD CENTERLINE PROFILE - DESIGN

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



PRELIMINARY



10719 WILSON BLVD. • P.O. BOX 923 • BLYTHEWOOD, S.C. 29016
(803) 714-9632 OFFICE • (856) 787-9289 FAX

NO.	DATE	DESCRIPTION

SITE PLAN & ROAD PROFILES

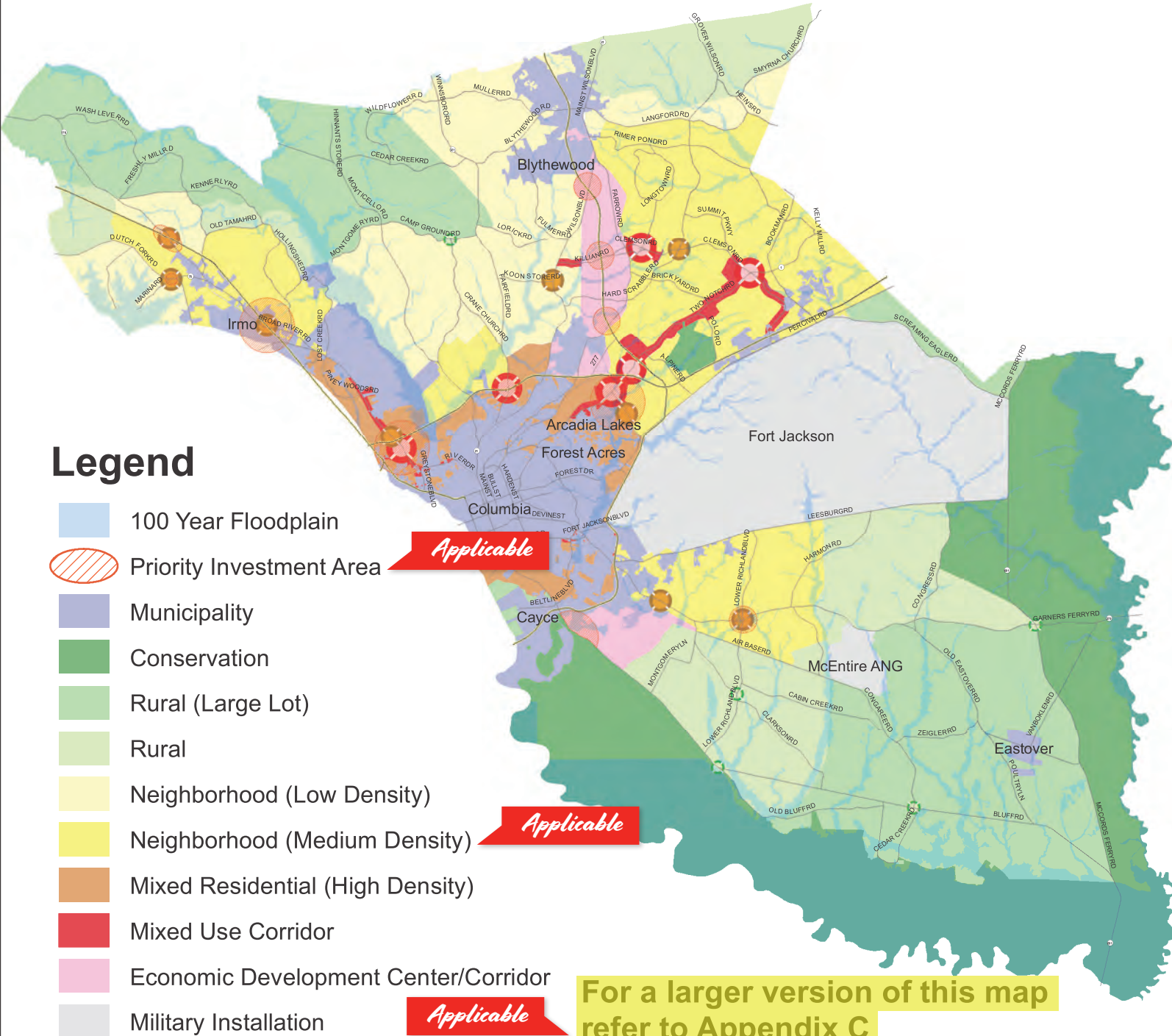
PREPARED FOR FIRST PIEDMONT SC NEAR THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA		
DATE: JULY 7, 2020	SCALE: 1" = 50'	SHEET C2 OF X

OWNER
FIRST PIEDMONT SC
BRAD LAIL
2258 US HIGHWAY 70 SE
HICKORY, NC 28602
828-312-4530
PROJECT No. 06105

PARCEL SUMMARY
TMS# S 17104-02-02, 03 & 04
AREA = ±14.3 ACRES

RICHLAND COUNTY

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

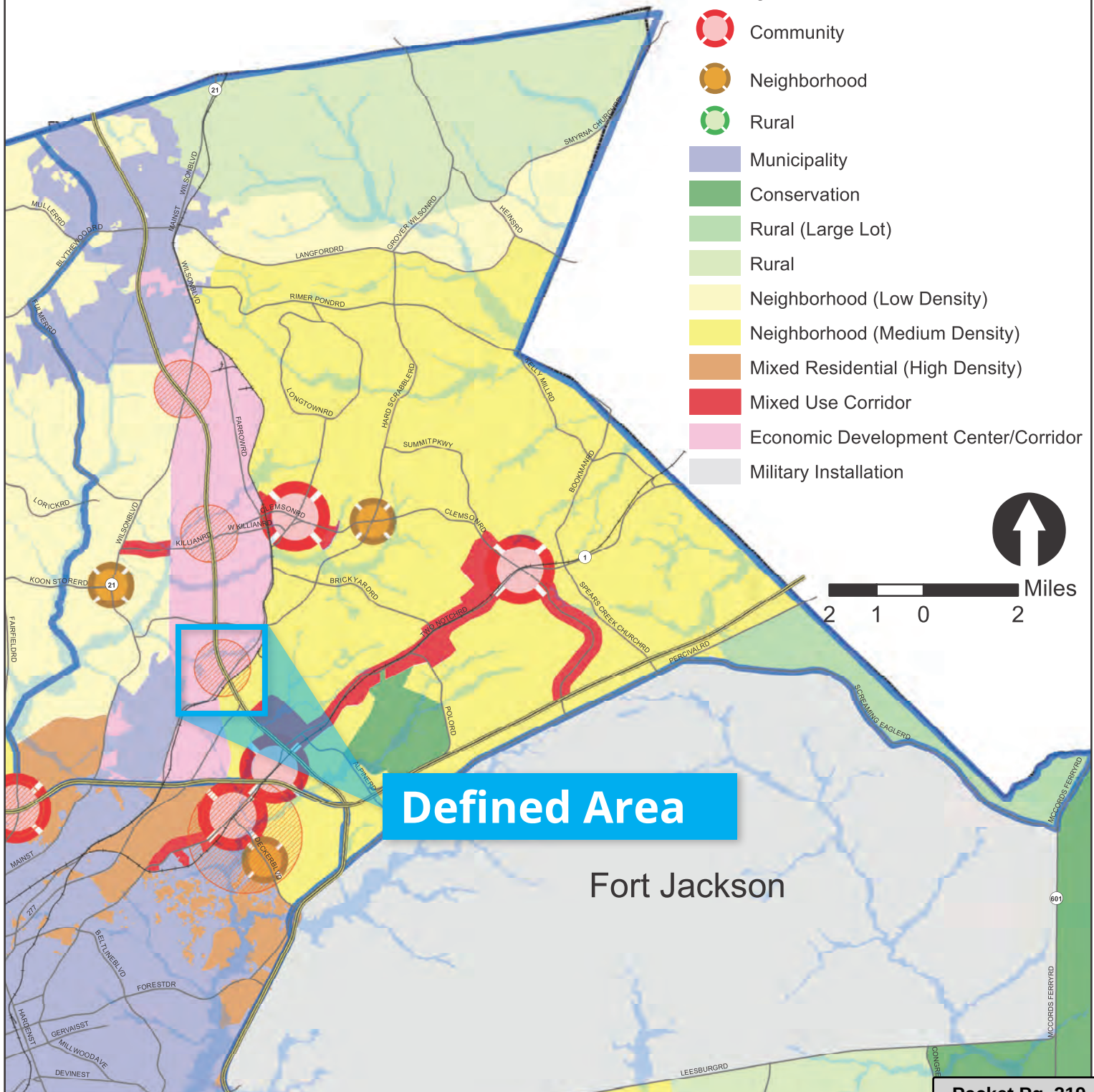
Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary

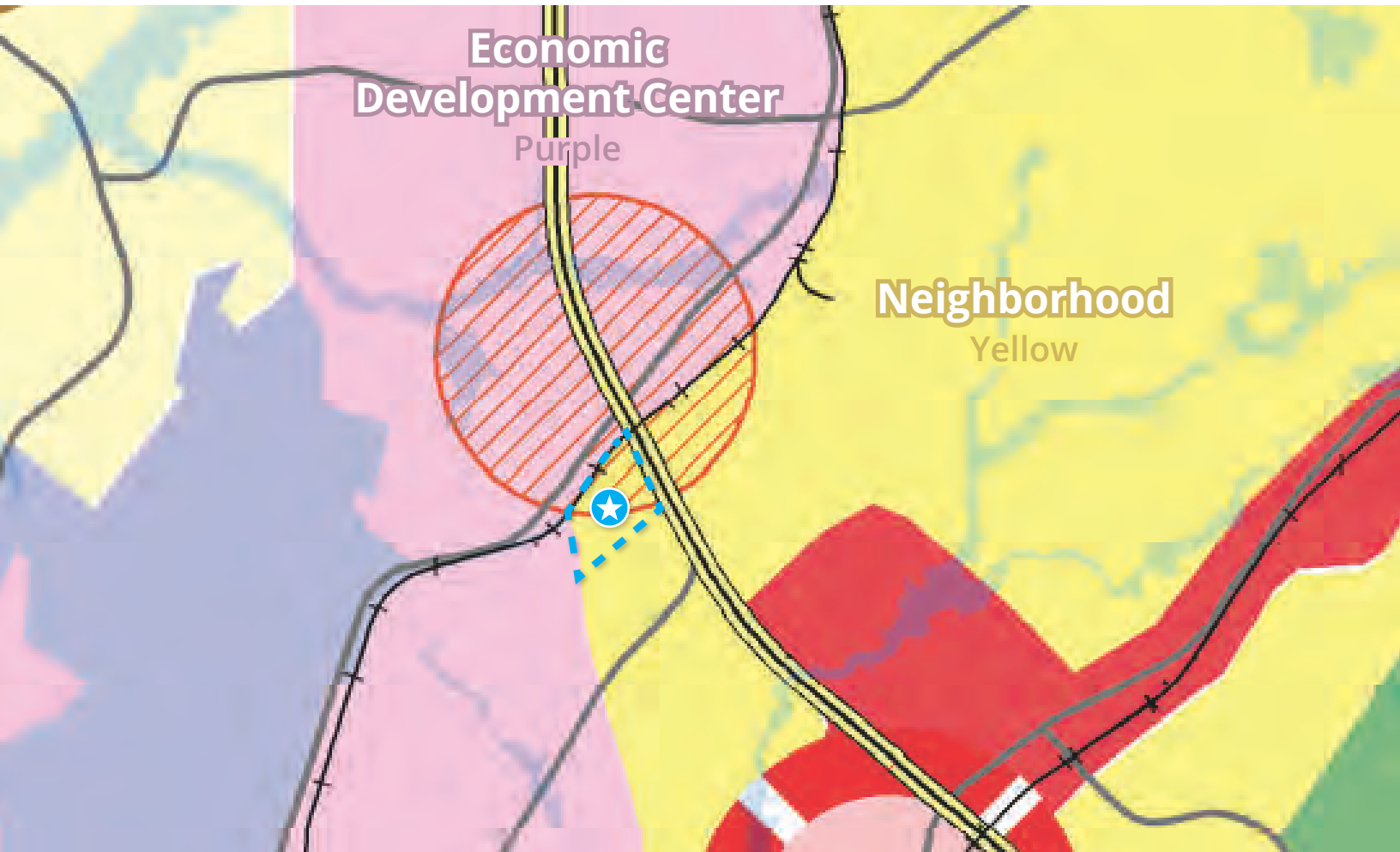
Activity Center

- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Defined Area

Fort Jackson



Subject Property

- Within “Neighborhood” classification
- Partially within “Priority Investment Area”



12. Priority Investment Element

The Priority Investment Element is a comprehensive plan element created by the Priority Investment Act (“Act”), a 2007 amendment to the South Carolina Local Government Comprehensive Planning Enabling Act. The priority investment element is intended to identify available public funding for public infrastructure and facilities over the next ten years and prioritize projects that should be funded. It also requires the coordination of most adjacent and relevant jurisdictions and agencies with regard to public infrastructure plans and projects.

Developing the Priority Investment Element

This Priority Investment Element is coordinated with the County’s FY 2015-2024 Capital Improvement Program, the 2013-2019 Transportation Improvement Program (TIP), the Annual Budget Report, and the Land Use Element of the Comprehensive Plan. For additional data and information on the following topics, please refer to the Comprehensive Plan Appendix A.

Planning Jurisdiction

Plans, programs, policies, and capital projects recommended in this Priority Investment Element address needs highlighted throughout the Comprehensive Plan for unincorporated areas of



the County, as well as County departments delivering services to all residents of Richland County (i.e., both City and County residents).

Funding and Revenue Sources

Several revenue sources and funding mechanisms are available to Richland County for financing the planning, purchase, construction, and maintenance of recommended projects. Sources of funding are identified in Appendix A of the Comprehensive Plan in the Priority Investment Chapter. These sources of funding include both general fund and special revenue funds. These monies may be in existence at the time of project implementation or sought through appropriate processes regulated by the South Carolina Code of Laws.

Capital and Operating Expenses

Capital Improvement Needs

The Capital Improvement Plan Table in Appendix A identifies the capital projects included in the County's FY 2015-2024 Capital Improvement Plan that address future capital needs for public facilities and/or services the County operates and has maintenance responsibility. These projects, plus improvements by other governmental entities charged with operation and maintenance of certain infrastructure within the County, are being undertaken to better meet the expected needs of future residents of Richland County.

Linkage to CIP & Annual Capital Budget

The Priority Investment Element is an organizing document that should be referenced by the County when creating the Capital Improvement Plan (CIP). The PIE provides the "wish list" of candidate capital projects identified by County departments as necessary for maintaining or improving current levels of service.

Planning level cost estimates are provided for each identified project. The CIP includes estimated costs for projects through completion of project implementation. Projects are prioritized and revenue sources are identified. While the ten year schedule of capital projects must be updated at a minimum of every five years, the CIP may be updated much more frequently to reflect progress.

Recommended Plans, Programs, and Studies

The focus of the Priority Investment Element is capital improvements. However, several plans, programs, and studies were recommended in the comprehensive plan in addition to the list of capital projects. The importance of these planning initiatives is highlighted because they may precede future capital projects. Below is a list of plans, programs, and studies recommended in the Comprehensive Plan.

- Conduct a real estate market analysis to determine the feasibility of implementing a transfer of development rights program in Richland County.

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.
- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.
- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.
- Inventory all key natural and scenic resources in the County.
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.

Applicable



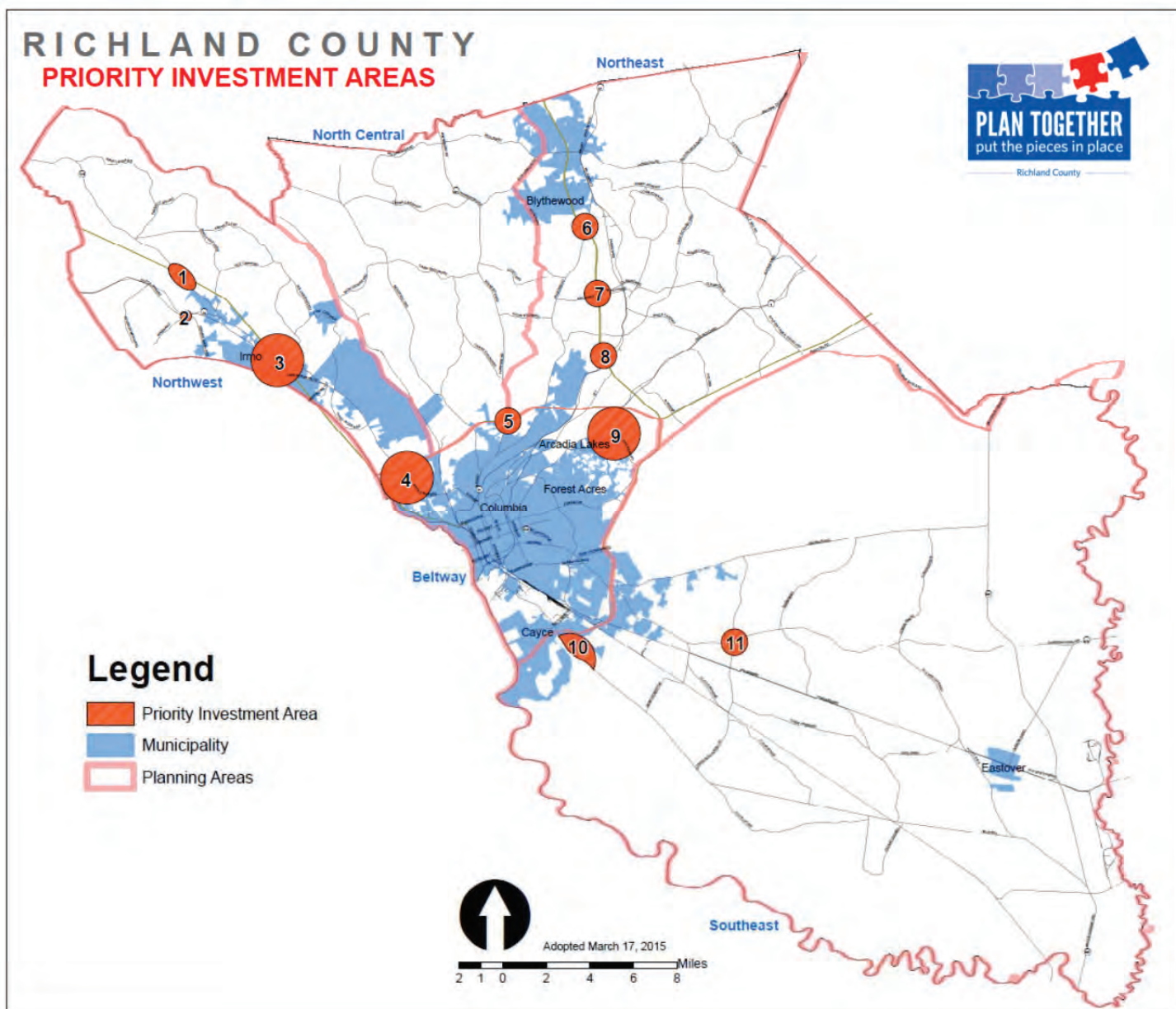


Table 1. Priority Investment Areas

PIA Number Shown on Previous Map	Name and Description	PIA Intent
1	I-26 Broad River Road (north) Interchange. Small commercial node in Northwestern Richland County.	This area presents opportunities to provide neighborhood scale commercial for surrounding residences to reduce vehicle miles traveled and provide convenient access to daily needed goods and services. A Neighborhood Activity Center is located in this area. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
2	Ballentine at Dutch Fork Road, Marina Road, and Broad River Road. Commercial node in Northwestern Richland County.	Area has existing commercial development, and is identified as a Neighborhood Activity Center. The intent is to provide neighborhood serving commercial uses, but to limit development to neighborhood serving uses to ensure safe and efficient traffic flow from surrounding neighborhoods. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
3	I-26 Broad River Road (south) Interchange. Commercial node that is planned to be the location of a future regional transit station.	This area has been identified as the potential location for a future transit station. Opportunities to create transit-oriented developments through the redevelopment of aging commercial centers is encouraged. Investment opportunities include partnering with the City of Irmo to foster redevelopment within the corridor, and to develop master plans for future transit station development.
4	Broad River and Bush River. Larger commercial corridor with opportunities for redevelopment. Future regional transit station planned for just south of PIA.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Broad River Neighborhood and Corridor Master Plans should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Dutch Square Mall and St. Andrews areas, and to provide necessary infrastructure investments to foster redevelopment.



PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	I-20 Fairfield Road Interchange. Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	I-77 Wilson Boulevard Interchange. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	I-77 Killian Road Interchange. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	I-77 Farrow Road Interchange. Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	Decker Boulevard and Two Notch Road. Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	I-77 Bluff Road Near Interchange. Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	Lower Richland Boulevard and Garners Ferry Road. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland

Identification of an appropriate area in Lower Richland for developing a “Farm to Market” center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover

The heart of Lower Richland County is the small

town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.



Intergovernmental Coordination

Through this Comprehensive Plan update, Richland County has taken great strides to manage growth and development in the County over the next 20 years. For these goals to reach fruition, however, it is important for the County to recognize many other stakeholders influence and are influenced by the growth and development decisions made in Richland County.

Many partnerships have already been forged ensuring that adequate capacity is available to serve future development. Richland County has interlocal agreements in place with public and private providers for the provision of water and sewer. The County also has a unified fire service agreement with the City of Columbia for fire protection.

Going forward, the County will strengthen coordination among County departments as well as between the County and outside agencies and jurisdictions. One of the County's goals, listed in the Community Facilities Element, is ensuring equitable distribution of community services and resources among all areas. Many of the strategies for achieving this goal involve strengthening intergovernmental coordination among partnering agencies and jurisdictions.

Under the new Priority Investment Act (ACT), the County must coordinate with adjacent and relevant jurisdictions and agencies before recommending projects for public expenditure. Below is a list of those jurisdictions and agencies that will be coordinated with, many of which were provided the opportunity to review and comment on the Comprehensive Plan.

CITIES/TOWNS

- City of Columbia
- City of West Columbia
- Town of Irmo
- Town of Blythewood
- Town of Forest Acres
- Town of Eastover
- Town of Cayce
- Town of Arcadia Lakes

TOWN OF ARCADIA LAKESCOUNTIES

- Newberry County
- Fairfield County
- Kershaw County
- Sumter County
- Lexington County
- Calhoun County

SCHOOL DISTRICTS

- Richland County School District One
- Richland County School District Two



- School District Five of Lexington and Richland Counties

UTILITY PROVIDERS

- East Richland Public Sewer District
- Alpine Utilities
- Bush River Utilities, Inc.
- Carolina Water Service
- Palmetto Utilities
- City of Columbia Public Works Department
- Richland County Public Works Department

MILITARY INSTALLATIONS

- Fort Jackson
- McCrady Training Center
- McEntire Air National Guard

OTHER COUNTY DEPARTMENTS

- Richland County Recreation Commission
- Richland County Sheriff's Department
- Richland County Finance Department
- Richland County Fire Department

STATE AGENCIES

- S.C. Department of Health and Environmental Control (DHEC)
- S.C. Department of Transportation (SC DOT)

REGIONAL AGENCIES

- Central Midlands Council of Government
- Central Midlands Transit (The COMET)

These agencies and jurisdictions were provided draft copies of the Richland County Comprehensive Plan for review and comment. All comments were taken into consideration before finalizing the Priority Investment Element.



Goals and Implementation Strategies

To achieve maximum efficiency of service delivery, Richland County's priority investment goals are...

PI Goal #1: To strengthen intergovernmental coordination and to improve the quality and timeliness of information shared between jurisdictions, reducing duplication and improving efficiency

PI Strategy 1.1: Distribute updated comprehensive plan

Provide a copy of the updated comprehensive plan to all partner agencies and jurisdictions operating in the Midlands region.

PI Strategy 1.2: Review plans

Request that all relevant agencies and jurisdictions make their strategic plans available for review and comment by the Planning Department.

PI Strategy 1.3: Share information affecting areas of common interest

The County should develop formal memoranda of understanding with Columbia, and potentially other jurisdictions to share information on development proposals that occur within areas of common interest along jurisdictional lines. This could also include a formal opportunity for the County and the City to provide comments during public review of developments in these areas. It could also include the application of the other jurisdiction's development standards where appropriate.

PI Strategy 1.4: Develop program initiatives

Each department shall develop a future service plan and program initiatives reflecting current

policy directives, projected resources, and future service requirements.

PI Strategy 1.5: Assembly of Governments

As referred to in Land Use Strategy 9.2, the County should take leadership in establishing an Assembly of Governments that could bring together elected officials, management staff, and directors of all jurisdictions and utility providers operating in the region to coordinate long-range economic development, land use planning, and infrastructure projects.

PI Goal #2: To manage the County's debt efficiently ensuring the long-term financial health of the County

PI Strategy 2.1: Financial policies

The Finance Department will review financial policies annually and recommend any appropriate changes during the budget process.

PI Strategy 2.2: Bond rating

Maintain, and if possible, improve the County's current bond rating.

PI Strategy 2.3: Future operating costs

Require every project proposed for financing through General Obligation debt be accompanied by a full analysis of the future operating costs associated with the project.

PI Strategy 2.4: County debt policies

Require every future bond issue proposal include an analysis that shows how the new issue combined with current debt impacts the County's debt capacity and conformance with County debt policies.



PI Strategy 2.5: Debt financing

Ensure that debt financing does not exceed the useful life of the infrastructure improvement with the average (weighted) bond maturities at or below ten years.

PI Strategy 2.6: Debt payments

Debt payments shall not extend beyond the estimated useful life of the project being financed.

PI Strategy 2.7: Use of long-term debt

The County should not use long-term debt to finance current operations. Long-term debt will be confined to capital improvements or similar projects with an extended life when it is not practical to finance from current revenues.

PI Strategy 2.8: Debt service fund balance

All County debt service fund balances shall maintain a level covering 18 months of required expenditures to service debt.

PI Strategy 2.9: Ratio of assets to liabilities

Maintain a ratio of current assets to current liabilities of at least 2/1 ensuring the County's ability to pay short-term obligations.

PI Strategy 2.10: Schedule of funds

Prepare a schedule of funds required meeting bond principal and interest requirements for the ensuing year and including the schedule in the budget process.

PI Goal #3: To provide adequate public facilities and services in a fiscally prudent manner

PI Strategy 3.1: Capital Improvement Plan

Provide capital improvements in accordance with the Ten-Year Capital Improvements Program (CIP).

PI Strategy 3.2: Annual update to the CIP

Review and update the CIP annually.

PI Strategy 3.3: Public facilities expenditures

Concentrate County public facilities expenditures in Priority Investment Areas identified on the County's Future Land Use Map.

PI Strategy 3.4: Prioritize capital projects

Designate a cross-departmental team for review and prioritizing proposed capital projects ensuring accurate costing estimates and overall consistency with County goals and objectives.

PI Strategy 3.5: Additional financing

Investigate additional financing mechanisms available to the County, focusing on mechanisms requiring future growth and development to pay its proportionate share of the costs of providing facilities and services.

PI Strategy 3.6: Process for reviewing candidate projects

Establish a formal process (completed annually) to identify and review candidate capital projects and capital improvement needs for inclusion in the CIP.

PI Strategy 3.7: Review programs

Undertake a review of County programs to determine if they meet intended program objectives and are allocating funding efficiently.

PI Strategy 3.8: General funds for capital projects

Establish a policy requiring a certain percentage of the General Fund be spent on capital projects.

PI Strategy 3.9: Bond Review Committee

Require all capital projects go before the Bond Review Committee before approval.



PI Strategy 3.10: CIP Process

Strengthen CIP process by requiring departments, agencies, and jurisdictions submit and defend a list of project needs and associated costs (capital and operating) during a specified time. Any projects submitted outside this timeframe shall not be brought before Council for budgeting consideration.

PI Strategy 3.11: Adequate Public Facilities Ordinance

Work with local developers and utility providers to develop and adopt an Adequate Public Facilities Ordinance.

PI Strategy 3.12: Development Agreement Ordinance

Adopt a Development Agreement Ordinance in compliance with the requirements of Chapter 6-31-10, et. seq., SC Code of Laws.

PI Strategy 3.13: Transportation Impact Fee Ordinance

Work with local developers and the South Carolina Department of Transportation to adopt a transportation impact fee ordinance, if feasible, in compliance with Chapter 6-1-910, et. seq., SC Code of Laws.

PI Strategy 3.14: Annexation agreements

Actively pursue state legislation encouraging annexation agreements with the County's municipalities to the purpose of planning for future growth and improving delivery of future public services.

ORDINANCE NO.: 2023-120

Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road and TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 containing 12.13 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

Last revised: 9/19/2023

23018458

LEGAL DEPARTMENT DRAFT

3. This property shall be apportioned to City Council District #1, Census Tract 113.03, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS Nos.: 17104-02-02, 17104-02-03 and 17104-02-04

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

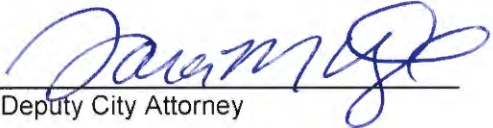
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2023-120
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated as T.M.S. No. 17104-02-02 containing 11.2641 acres, T.M.S. No. 17104-02-03 containing 1.9750 acres, and T.M.S. No. 17104-02-04 containing 1.0220 acres on plat of Property Surveyed for First Piedmont SC, LLC prepared by Steadman & Associates, Inc. dated September 17, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1363 at Page 1700, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

LESS AND EXCEPT:

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25'41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

Last revised: 9/19/2023

2:01845/3

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 25, 2023

RE: **Property Address:** 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road
Richland County TMS#: 17104-02-02, 17104-02-03, 17104-02-04
Owner(s): First Piedmont SC, LLC / Haven Communities
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density), a portion within a Priority Investment Area
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 1
Census Tract: 113.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **September 14, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

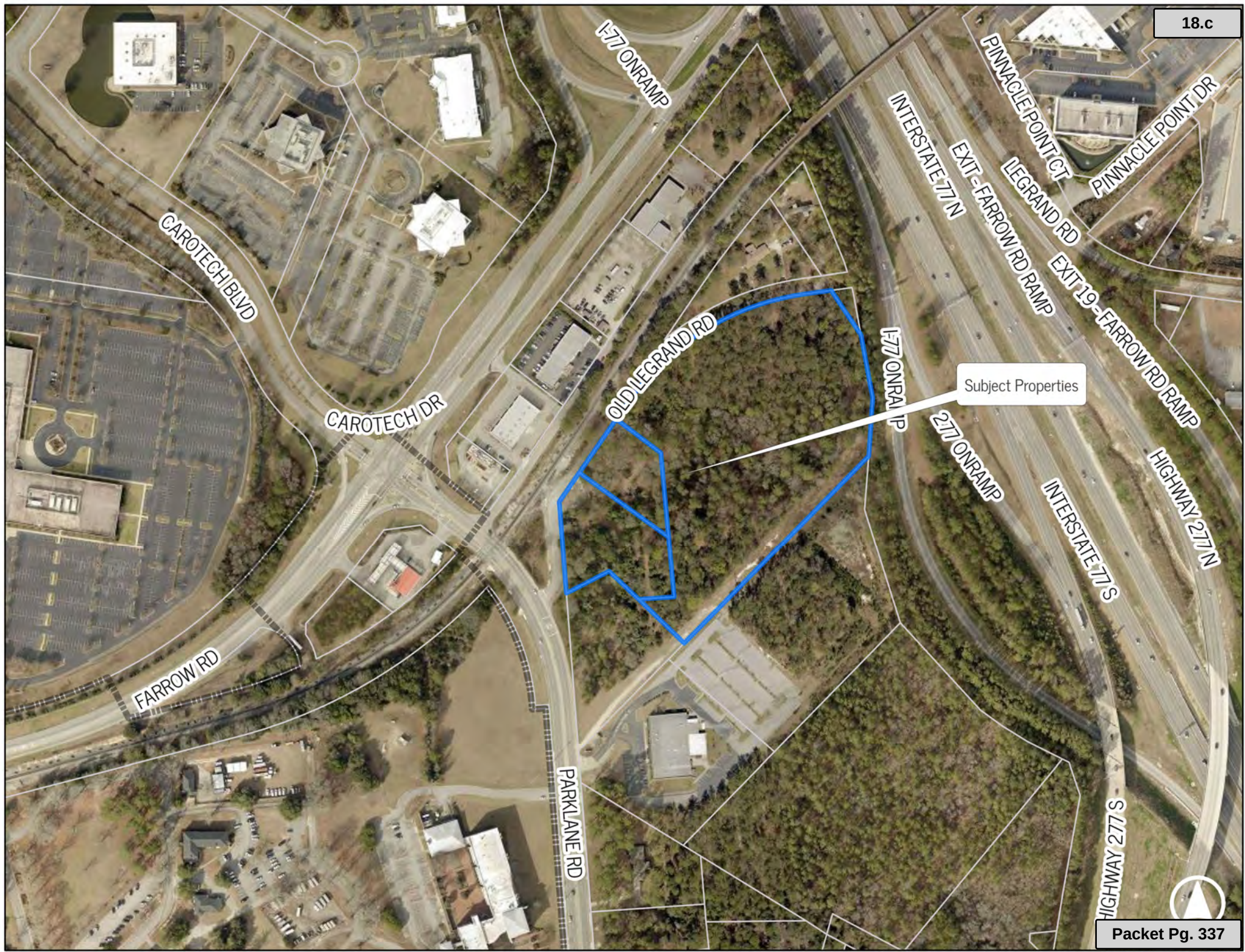
Planning Commission Land Use Recommendation: _____ (Land Use classification) by _____.

on _____ (mm/dd/yyyy).

Planning Commission Zoning Recommendation: _____ (Zoning classification) by _____.

on _____ (mm/dd/yyyy).

 (Signature of Annexation Coordinator)



Subject Properties



Future Land Use

8444 Parklane Road; TMS# 17104-02-02, -03, -04

Current Richland Co. Future Land Use: Neighborhood Medium Density w/in a Priority Invest Area

Proposed City Future Land Use: Community Activity Corridor (AC-2)

18.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

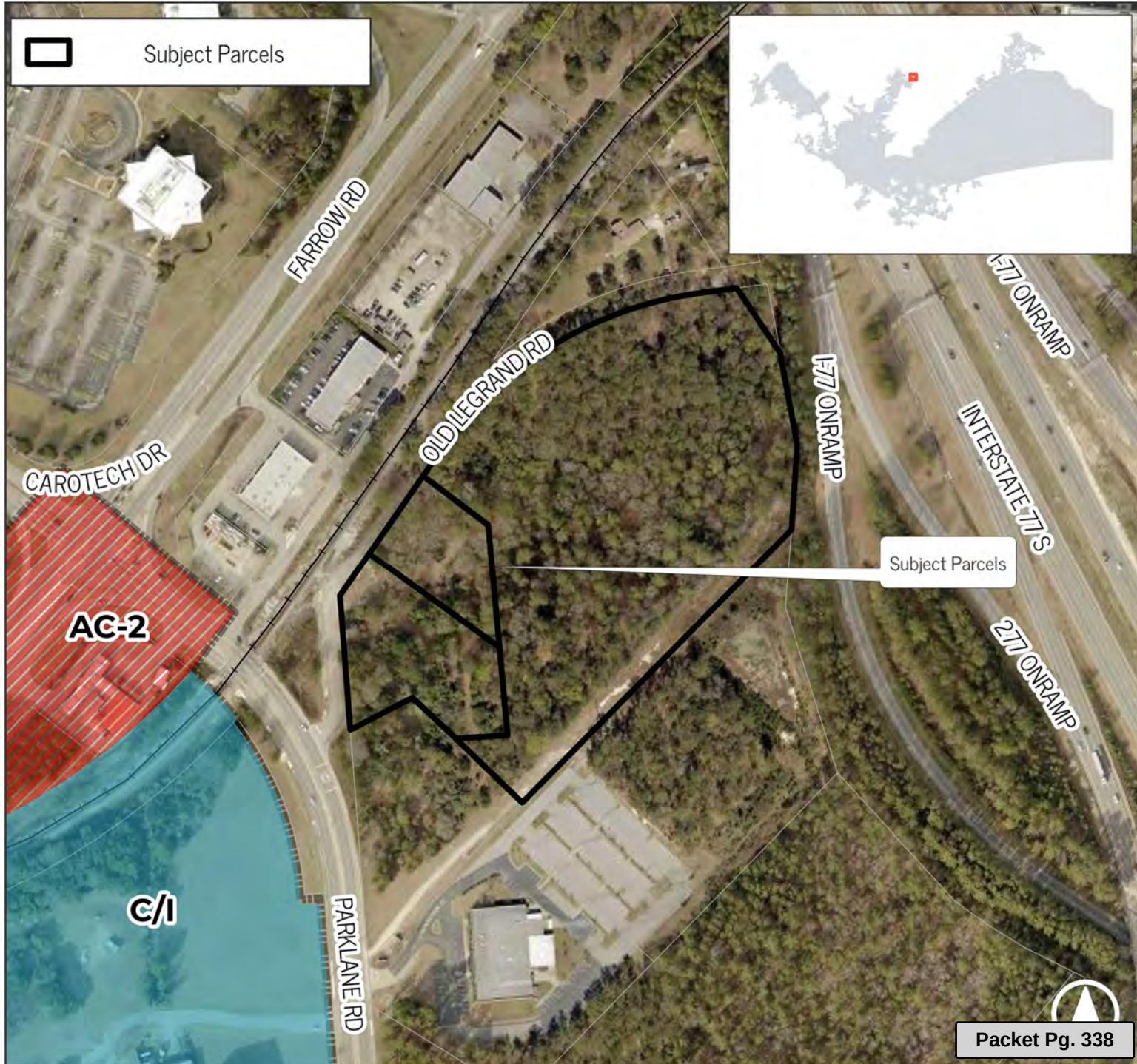
0 200 400 Feet

Planning & Development Services Department

Created by: sw Hudson Date: 8/24/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Packet Pg. 338

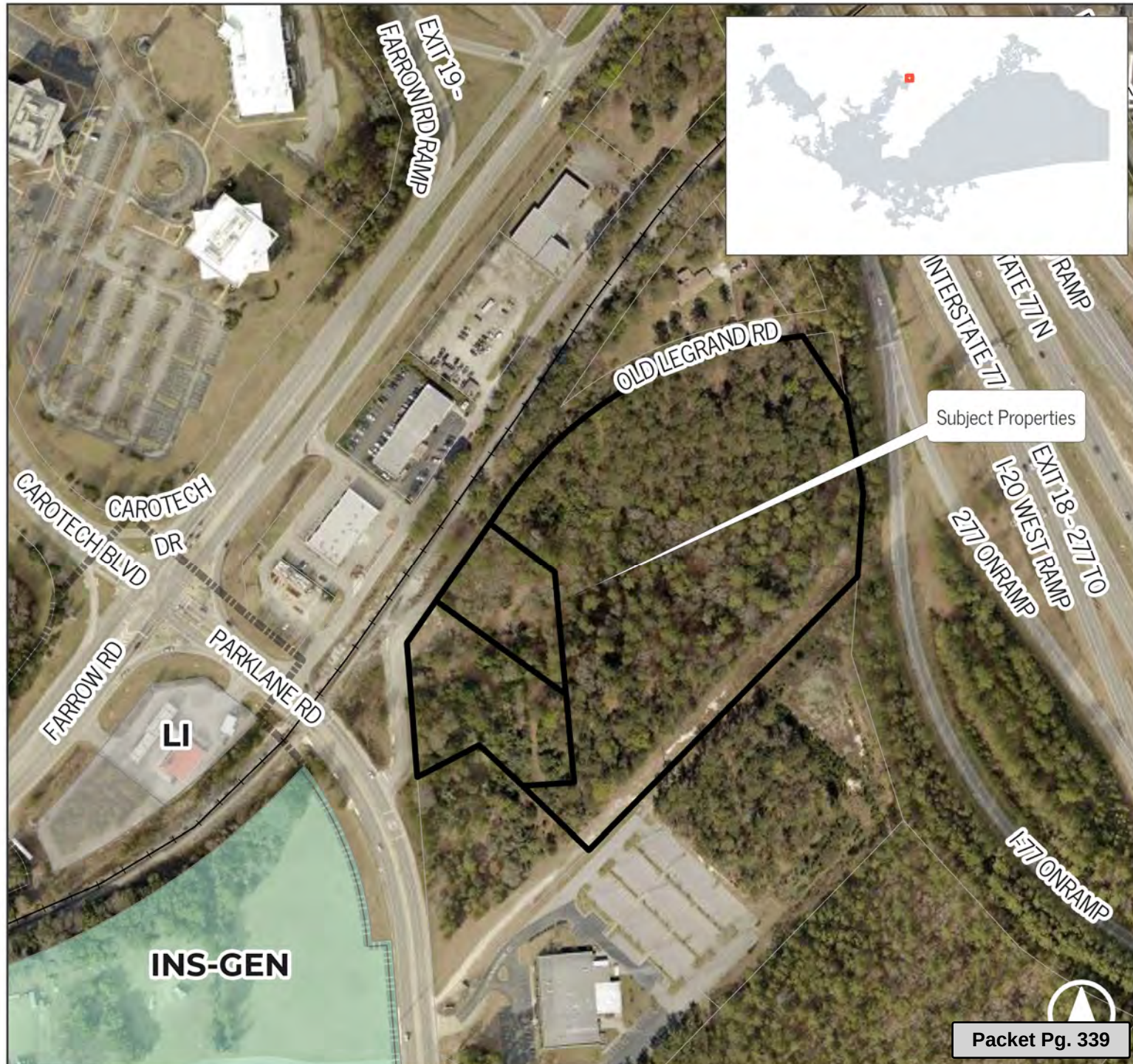
Zoning

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)

18.c

Legend

- LI: Light Industrial District
- INS-GEN: Institutional - General District
- Parcels
- City Limits



Planning & Development
Services Department

Created by: swhudson Date: 8/24/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See attached Exhibit "A"

Richland County TMS: 17104-02-02, 17104-02-03, 17104-02-04

Property Addresses: 9.28 acres E/S Parklane Road, 8444 Parklane Road, 1.02 acre E/S
 Old LeGrand Road

First Piedmont SC, LLC

BY:


 (Signature)

Date:

07/17/23

Brad Lail
 (Print or Type Name)

ITS:

manager
 (Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated as T.M.S. No. 17104-02-02 containing 11.2641 acres, T.M.S. No. 17104-02-03 containing 1.9750 acres, and T.M.S. No. 17104-02-04 containing 1.0220 acres on plat of Property Surveyed for First Piedmont SC, LLC prepared by Steadman & Associates, Inc. dated September 17, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1363 at Page 1700, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

LESS AND EXCEPT:

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25 '41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.



ELEVATIONS BASED ON NAVD 1988 DATUM

IPS = IRON PIN SET
 IFS = IRON PIN FOUND
 TMS = TALK MAP SHEET
 R/W = RIGHT OF WAY
 N/F = NOW OF FORMERLY
 O/H = OVERHEAD
 WM = WATER METER
 CB = CATCH BASIN
 MH = SEWER MANHOLE
 SCD = SEWER CLEAN-OUT
 PP = POWER POLE
 LP = LIGHT POLE
 TB = TELEPHONE BOX
 CTV = CABLE TV
 CW = CUY WIRE
 DV = GAS VALVE
 FO = FIBER OPTIC LINE
 FOM = FIBER OPTIC MARKER
 CR = CURB-OUT

Book 2574-1363

2021001273

1/8/2021 00:14:52:410 Plat Standard
 County Tax: \$0.00 State Tax: \$0.00
 Fee: \$25.00
 2021001273 John T. Hopkins II Richland County R.O.D.

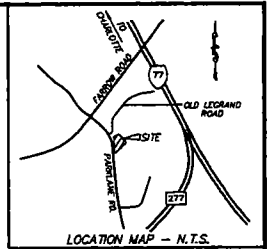
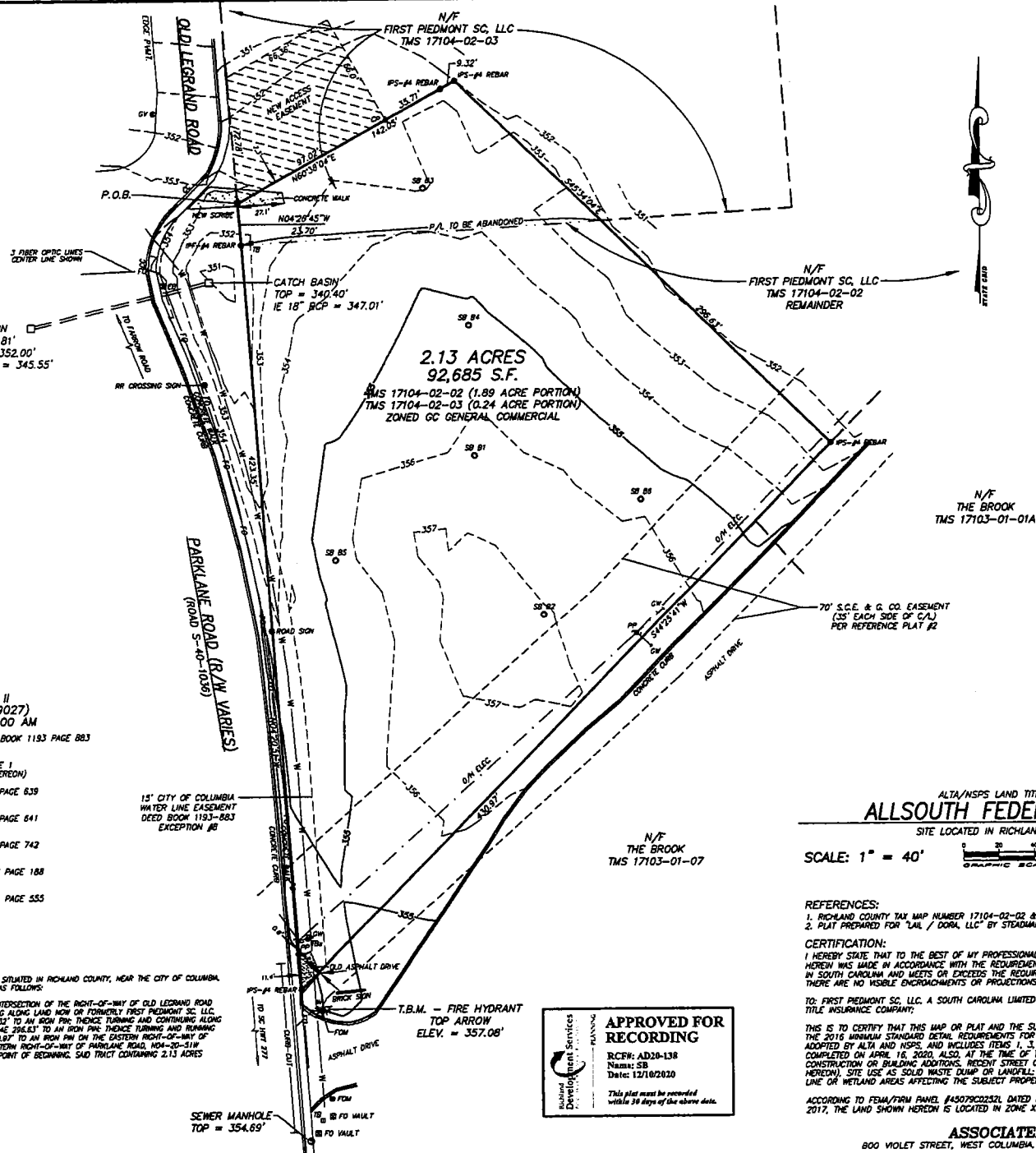
EXCEPTIONS PER SCHEDULE B - PART II
 COMMITMENT NO. 20-CT-009 (27271/9027)
 EFFECTIVE DATE MARCH 16, 2020 @ 8:00 AM

- WATER LINE EASEMENT TO CITY OF COLUMBIA - DEED BOOK 1193 PAGE 883 (PLOTTED AND SHOWN HEREON)
- DECLARATION OF COVENANTS - DEED BOOK 1229 PAGE 1 (NOT PLOTTABLE - MATTERS OF SURVEY ADDRESSED HEREON)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-14 PAGE 639 (UNABLE TO DETERMINE - DEED NOT LEGIBLE)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-14 PAGE 641 (UNABLE TO DETERMINE - DEED NOT LEGIBLE)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-84 PAGE 742 (DOES NOT APPLY)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-133 PAGE 188 (NOT PLOTTABLE BY DESCRIPTION - MAY APPLY)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-321 PAGE 555 (NOT PLOTTABLE BY DESCRIPTION - MAY APPLY)

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND SITUATED IN RICHLAND COUNTY, NEAR THE CITY OF COLUMBIA, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED NEAR THE SOUTHEASTERN INTERSECTION OF THE RIGHT-OF-WAY OF OLD LEBLANC ROAD AND PARKLANE ROAD, NOTED HEREON AS P.O.B., THENCE RUNNING ALONG LAND NOW OR FORMERLY FIRST PIEDMONT SC, LLC, N80-38-04E 132.73' TO AN IRON PIN, THENCE N80-38-04E 31.01' TO AN IRON PIN, THENCE TURNING AND CONTINUING ALONG LANDS NOW OR FORMERLY FIRST PIEDMONT SC, LLC, S 45-34-04E 196.61' TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG LANDS NOW OR FORMERLY THE BROOK, S44-25-11W 430.87' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, N04-28-45W 23.70' TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.13 ACRES MORE OR LESS.



MINIMUM SETBACKS PER
 ZONING REGULATIONS
 FRONT YARD: 25'
 REAR: 10'
 SIDE: 0

N/F
 THE BROOK
 TMS 17103-01-01A

ALTA/HSPS LAND TITLE SURVEY PREPARED FOR
ALLSOUTH FEDERAL CREDIT UNION

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 40'



DATE: MAY 5, 2020
 REVISED JUNE 23, 2020, PER UP-
 DATED TITLE WORK & COMMENTS.
 REVISED NOV. 18, 2020, TO SHOW
 NEW ACCESS EASEMENT & EDIT T&E
 MAP DESIGNATIONS.

REFERENCES:

- RICHLAND COUNTY TAX MAP NUMBER 17104-02-02 & 03 PORTIONS
- PLAT PREPARED FOR "JAL / DORA, LLC" BY STEADMAN & ASSOCIATES, INC., DATED JANUARY 22, 2007.

CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

TO: FIRST PIEDMONT SC, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ALLSOUTH FEDERAL CREDIT UNION & CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/HSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND HSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 16, 2020, ALSO, AT THE TIME OF THE SURVEY THERE WAS NO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION/REPAIRS (OTHER THAN SHOWN HEREON), SITE USE AS SOLID WASTE DUMP OR LANDFILL, AND NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINE OR WETLAND AREAS AFFECTING THE SUBJECT PROPERTY.

ACCORDING TO FEMA/FIRM PANEL #450700252L, DATED DEC. 21, 2017, THE LAND SHOWN HEREON IS LOCATED IN ZONE X.

ASSOCIATED E & S, INC.

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA, 29168 - PH. 791-1550



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-131 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park Southern Realty Development Corp., 1101 Wayne, LLC, Cola CH Holdings, LLC and VBH Holdings, LLC, Richland County TMS #08916-11-02 and TMS #08916-11-05A (previously referred to as Project Vista Depot)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

ATTACHMENTS:

- **#a:** Project Briefing - Council Agenda - Project Vista Depot (PDF)
- **#b:** 2023-131 - Vista Depot - City Ordinance (ARv1)(87400784.1) (PDF)

Economic Development and Infrastructure Committee Briefing

Project Name: Project Vista Depot

Developer: Southern Realty Development Corp.; 1101 Wayne, LLC; Cola CH Holdings, LLC; and VBH Holdings, LLC

Address(s): 700 Gervais Street and 1101 Wayne Street

TMS Numbers: R08916-11-02 and R08916-11-05A

Proposed Development: Hyatt dual brand hotels, luxury apartments, and structured parking garage

Project Investment: \$135,026,139

City Commitment: 30 year FILOT agreement (locks the millage rate) and a 50% special source revenue credit for 15 years

Project Summary: The project will consist of a 301 room dual branded Hyatt Centric and Hyatt House, along with 183 luxury apartments and a 385 space structured parking garage on a 5 acre tract in the Vista behind Junction 800, bordered by the Columbia Convention Center, Wayne Street, and Pendleton Street. The Hyatt Centric portion of the project will be a full service, 4 star hotel and will be 11 stories high with a rooftop restaurant and bar.

The public infrastructure investment is projected to exceed \$25,000,000 and will include structured parking, roadway improvements to both Wayne and Pendleton Streets, increased connectivity and pedestrian access, undergrounding of utilities where permissible, and sidewalk and lighting improvements.







ORDINANCE NO.: 2023-131*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park*

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 ("State"); and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina ("Fairfield") more particularly known as I-77 Corridor Regional Industrial Park ("Park"); and,

WHEREAS, the County and Fairfield entered into an agreement governing the Park (as so amended and restated, from time to time, the "Park Agreement"); and,

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement include the Project (defined below) is complete on adoption of an ordinance by the County Council of the County and delivery of written notice to Fairfield; and,

WHEREAS, pursuant to the MCIP Act, in the event that a multicounty park is expanded to include a project and such project is located within the boundaries of a municipality, then the municipality must consent to the expansion of the multicounty park; and,

WHEREAS, pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), the County is authorized to encourage manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of ad valorem tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act; and,

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure"), which Infrastructure may include the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements; greenspaces; recreation or community facilities; pedestrian or transportation facilities; parking facilities; facade redevelopment; roadway improvements; energy production or communications technology infrastructure; and expenditures used to eradicate blight (collectively, "Public Infrastructure")

WHEREAS, Vista Depot Holding, LLC, a South Carolina limited liability company (the same together with its subsidiaries and affiliates, collectively, "Sponsor"), desires to establish a premier, mixed-use development project to include luxury apartments, a four-star hotel and a three star hotel in the County (the "Project"), all upon parcels located in the City as more particularly described on Exhibit A, attached hereto (the "Property"), all consisting of taxable investments in real and personal property of not less than

LEGAL DEPARTMENT DRAFT

\$135,000,000.00 (the "Investment"), which Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure investment; and,

WHEREAS, the County has agreed to enter into a Fee-in-Lieu of Ad Valorem Taxes and Incentive Agreement with the Sponsor, as sponsor, and Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, among others, as sponsor affiliates ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project (collectively, the "Incentives"), including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of the Public Infrastructure; and,

WHEREAS, on October 17, 2023, the County adopted Ordinance No. ____, whereby the County authorized the inclusion of the Property within the Park; and

WHEREAS, in order for the Sponsor to receive full value of the Incentives, the County desires to expand the boundaries of the Park to include the Project; and,

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Incentives against the Sponsor's annual payments in lieu of taxes in connection with the Project, the resulting net payments in lieu of taxes will be distributed as set forth in the Park Agreement; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ of _____, 2023, 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 delivery of written notice to Fairfield, pursuant to the Park Agreement, regarding the inclusion of the Property within the Park; provided, the Property shall not be removed from the Park for so long as the Sponsor is receiving Incentives as a result of inclusion of the Property within the Park.
2. The County's execution and delivery of the Fee Agreement with Sponsor related to the Project.
3. The Fee Agreement will provide that (a) the Sponsor will make FILOT Payments during the term of the Fee Agreement; (b) the annual FILOT Payments due with respect to the Project will be subject to reduction by the Infrastructure Credits, which is equal to the amount necessary to reduce the annual FILOT Payments to the amounts and for the periods provided in the Fee Agreement, beginning in the first full year for which the Sponsor owes a FILOT Payment with respect to the Project; (c) the City will be entitled to receive a portion of the FILOT Payments as provided in the Park Agreement; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Fee Agreement.
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 is limited to approval of the matters covered herein and does not constitute a City development approval nor does it alter any other City regulatory permitting requirements that may be applicable to the Project.
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.

EXHIBIT A

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown and delineated as **Parcel "2" (containing 2.78 acres)**, on a survey entitled "Subdivision Plat prepared for Vista Depot Holding, LLC" by Chao & Associates, Inc., dated July 7, 2023, and recorded in the Office of the Register of Deeds for Richland County, South Carolina on August 15, 2023 in Record Book 2858, at page 1841.

This being a portion of the property conveyed to the Grantor by deed from Southern Realty Development Corporation recorded July 5, 2023 in Book 2848, at page 1345 and by deed from 1101 Wayne, LLC recorded July 5, 2023 in Book 2848, at page 1340.

Requested by:

Assistant City Manager Palen

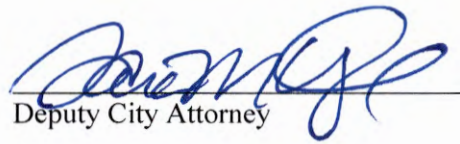
Mayor

Approved by:

City Manager

Approved as to form by:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-093 - Authorizing the City Manager to execute a Memorandum of Understanding between Columbia-Richland 911 Communications and Lexington County 911 Communications

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** CRC 911 Resolution Memo (PDF)
- **#b:** R-2023-093 - MOU between City and Lex County (PDF)
- **#c:** Memorandum of Understanding Columbia-Richland 911 Communications and Lexington County 911 Communications (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: December 5, 2023

Subject: Recommendation to Approve **Resolution No.: 2023-093, authorizing** the City Manager to execute a Memorandum of Understanding (MOU) between Columbia-Richland 911 Communications and Lexington County 911 Communications

Council is asked to approve Resolution No.: 2023-09, authorizing the City Manager to execute a Memorandum of Understanding (MOU) between Columbia-Richland 911 Communications and Lexington County 911 Communications.

The proposed MOU sets forth the terms and understanding establishing an agreement between Columbia-Richland 911 Communications and Lexington County 911 Communications to ensure continuity of operations during interruption of 911 service to citizens and establishes an agreement to transfer operations to Lexington County 911 Communications in the event of a disruption of service at either site. This agreement will establish procedures to roll phone lines over to the alternate site and establish communications until normal operations can resume.

The MOU outlines specific goals and reporting structuring to evaluate the effectiveness of the agreement.

There are no funding expenses expected with the establishment of this agreement.

A review of the MOU will take place once every two (2) years from the effective date.

If you have questions or concerns, please do not hesitate to contact our office.

RESOLUTION NO.: R-2023-093

*Authorizing the City Manager to execute a Memorandum of Understanding
Between Columbia-Richland 911 Communications and Lexington County 911 Communications*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between Columbia-Richland 911 Communications and Lexington County 911 Communications to ensure continuity of operations during interruption of 911 service to citizens.

Requested by:

ACM Simons _____

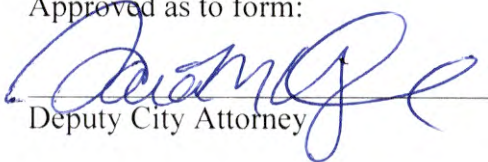
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

Memorandum of Understanding

between
Columbia-Richland 911 Communications
and
Lexington County 911 Communications

This Memorandum of Understanding (MOU) sets forth the terms and understanding establishing an agreement between Columbia-Richland 911 Communications and Lexington County 911 Communications to ensure continuity of operations during interruption of 911 service to citizens.

Background

During an unexpected equipment failure Columbia-Richland 911 Communications experienced a disruption of 911 service in Richland County, significantly limiting access to emergency services.

Purpose

This MOU will establish an agreement to transfer operations to Lexington County 911 Communications in the event of a disruption of service at either site. This agreement will establish procedures to roll phone lines over to the alternate site and establish communications until normal operations can resume.

The above goals will be accomplished by undertaking the following activities:

- CRC 911 Director will make contact with Director of Lexington County 911 Communications to make notification.
- Intrado will be contacted to switch the lines from CRC 911 to Lexington County 911.
- Lexington County 911 Communications will field calls for Columbia-Richland 911 Communications during a disruption of service.
 - In the event Lexington County does not have adequate staffing, CRC 911 will have additional staff to send over to assist in fielding calls.
- Upon receiving the calls, Lexington County will then make notification to CRC 911 via the SC Regional channel for the calls to be processed in our CAD for response.

Reporting

Following each incident where this procedure is utilized, Columbia-Richland 911 Communications Director will complete an After-Action report, evaluating the effectiveness of the agreement. A review of the agreement will take place once every two (2) years from the effective date.

Funding

There are no funding expenses expected with the establishment of this agreement.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Columbia-Richland 911 Communications and Lexington County 911 Communications. This MOU shall become effective upon signature by the authorized officials from the Columbia-Richland 911 Communications and Lexington County 911 Communications and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Columbia-Richland 911 Communications and Lexington County 911 Communications this MOU shall end on _____.

Contact Information**Columbia-Richland 911 Communications**

Wendy Royal, *Director*

1800 Laurel St. Columbia, SC 29201

(803) 988-8005 Office (803) 255-8139 Fax

Wendy.Royal@columbiasc.gov

Signature

Date

Lexington County 911 Communications

Sharmel Miller, *Director*

434 Ball Park Rd. Lexington, SC 29072

(803) 785-2366 Office (803) 785-8200 Fax

Smiller@lex-co.com

Signature

Date

City of Columbia

Teresa Wilson, *City Manager*

1737 Main St. Columbia, SC 29201

(803) 545-3026 Office

Teresa.Wilson@columbiasc.gov

Signature

Date



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-092 - Approving the issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of \$12,500,000, in one or more series, pursuant to Section 147(F) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-092 - Brookfield Pointe (PDF)
- **#b:** Brookfield Pointe Updated Bond Resolution Approval Request (PDF)

RESOLUTION NO. R-2023-092

Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of \$12,500,000, In One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company, or its successors or assigns (the "Sponsor"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquisition, construction, and equipping of an approximately 90-unit new multifamily housing development and ancillary facilities, to be located at in the 7000 block on the south side of Brookfield Road, going all the way through the block to Faraway Drive; and east of the intersection of Brookfield Road and Decker Boulevard, adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina (the "Project"); and,

WHEREAS, the Sponsor has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Twelve Million Five Hundred Thousand and No/100 (\$12,500,000.00) Dollars (the "Note") to finance the Project; and,

WHEREAS, the Sponsor has further represented to the City Council that a portion of the proceeds of the Note would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Note; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Note be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds or notes are to be issued (the "147(f) Approval"); and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Sponsor has represented to the City Council that it is one of the applicable elected representatives required to provide the 147(f) Approval with respect to the issuance of the Note for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the City Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Note for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on October 30, 2023, the Sponsor published in *The State*, a newspaper of general circulation in the City, a notice of public hearing to be held by the Issuer on November 7, 2023, at 12:00 noon or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Note and the nature of the Project to be financed with a portion of the proceeds of the Note; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the public hearing was duly held by the Issuer on November 7, 2023, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Note and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Note in the maximum principal amount of \$12,500,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically was held on November 7, 2023, for which the Sponsor has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Note shall not constitute an indebtedness of the State of South Carolina, the City, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Note. The approval by the City Council of the issuance of the Note by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Note or the acquisition, construction, or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

Section 6. That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

ADOPTED this ____ day of _____, 2023

Requested by:

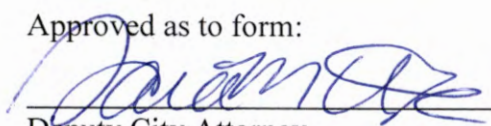
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

Memorandum



TO: Teresa Wilson, City Manager

FROM: Cindi Herrera, Chief Development Officer

CC: Yvonda Bean; Missy Gentry; Erica Hammond

DATE: November 13, 2023

RE: **Brookfield Pointe**

This memo serves to provide an update on Brookfield Pointe apartments. The City originally approved the project in October 2021. However, due to increased construction costs and higher interest rates, the project was delayed. Working with SCHousing, the project has now received an increased allocation of tax credits that will support completion of the project. Due to the increased costs, the bond amount has increased from \$10 million to \$12.5 million which requires approval of a new bond resolution.

Project Summary - Brookfield Pointe is a new construction 90-unit affordable housing community located at 7006 Brookfield Road. The project will include 9 one-bedroom units of 816 square feet; 45 two-bedroom units of 1,140 square feet and 36 three-bedroom units of 1,318 square feet. All 90 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, business center, entertainment space and a central laundry room. Outdoor amenities include playground and sitting areas with gazebos.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are now \$22,279,239.

The owner of the project is Bradley Brookfield Pointe, LLC, a South Carolina limited liability company whose managing member is Brad Queener, a South Carolina affordable housing developer with extensive experience in developing affordable housing throughout South Carolina. Mr. Queener has developed over 2,000 units in multiple developments ranging in size from 32 to 192 units.

Columbia Housing is requesting City Council to approve a revised bond resolution for the issuance of Multi-Family Housing Revenue Bonds not to exceed \$12.5 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on November 7, 2023. No public comments were received.

The market study for this project indicates that the expected capture rate is 7% and the rents on average are 25% below market which are excellent measures of both demand and affordability. This project will provide affordable housing to lower paying employment and make a significant impact on the shortage of workforce affordable housing in our community.

A RESOLUTION

APPROVING THE ISSUANCE BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, OF ITS MULTIFAMILY HOUSING REVENUE NOTES OR BONDS (BROOKFIELD POINTE) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$12,500,000, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company, or its successors or assigns (the “Sponsor”), has represented to the City Council (the “City Council”) of the City of Columbia, South Carolina (the “City”) that it desires to finance the costs of acquisition, construction, and equipping of an approximately 90-unit new multifamily housing development and ancillary facilities, to be located at 7006 Brookfield Road, in the unincorporated area of Richland County, South Carolina (the “Project”); and,

WHEREAS, the Sponsor has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the “Issuer”), of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Twelve Million Five Hundred Thousand and No/100 (\$12,500,000.00) Dollars (the “Bonds”) to finance the Project; and,

WHEREAS, the Sponsor has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the “Code”), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds or notes are to be issued (the “147(f) Approval”); and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Sponsor has represented to the City Council that it is one of the applicable elected representatives required to provide the 147(f) Approval with respect to the issuance of the Bonds for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the City Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on October 30, 2023, the Sponsor published in *The State*, a newspaper of general circulation in the City, a notice of public hearing to be held by the Issuer on November 7, 2023, at 12:00 noon, or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Bonds and the nature of the Project to be financed with the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on November 7, 2023, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in the maximum principal amount of \$12,500,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically was held on November 7, 2023, for which the Sponsor has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction, or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

Section 6. That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

ADOPTED this ____ day of _____, 2023

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	483895	Print Legal Ad-IPL01456350 - IPL0145635		\$585.51	2	42 L

Attention: Stacey L. Smith

HOWELL LINKOUS & NETTLES LLC
106 BROAD STREET
CHARLESTON, SC 29401

staceysmith@bond-law.com

NOTICE OF TELEPHONIC PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "**Issuer**"), on Tuesday, November 7, 2023 at 12:00 noon, or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Points) (the "**Bonds**"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$12,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "**Code**").

Principal User of Bonds and Project. The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "**Company**"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "**Mortgage Loan**") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "**Project**"). The Project will be located 7006 Brookfield Road in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

Limited Obligation. The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "**City**"), Richland County (the "**County**"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

Teleconference Only. The Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 877-366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, SOUTH CAROLINA**
IPL0145635
Oct 30 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

10/30/23

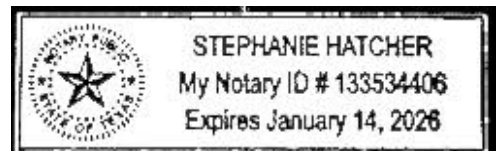
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 30th day of October in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy

Packet Pg. 368

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

CERTIFICATE AS TO TEFRA PUBLIC HEARING

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina (the “**Authority**”) in the City of Columbia, South Carolina (the “**City**”), do hereby certify as follows:

1. On October 30, 2023, the Authority published in *The State* a Notice (the “**Notice**”) of a Public Hearing to be held by the Authority on November 7, 2023 seeking public comment regarding the issuance by the Authority of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the maximum principal amount of \$12,500,000 (the “**Bonds**”), the proceeds of which will be loaned to Bradley Brookfield Pointe, LLC, a South Carolina limited partnership (the “**Borrower**”), to provide financing for the costs of the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the “**Project**”). The Project will be owned by the Borrower. **Exhibit A** attached hereto is an Affidavit of Publication of Notice of Public Hearing.

2. Representatives of the Authority were present at the public hearing described in the Notice, which hearing was held at the time and in the manner permitted by applicable regulations and rulings of the U.S. Treasury. All persons desiring to do so were given reasonable opportunity to speak and to present their opinions in writing regarding the issuance by the Authority of the Bonds and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received nor persons in attendance at the public hearing to speak in opposition to the issuance of the Bonds for the purpose described in paragraph 1 above.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of November, 2023.



Lucinda (Cindi) Herrera
Chief Development Officer

Exhibit A
(Affidavit of Publication of Notice of Public Hearing)



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	483895	Print Legal Ad-IPL01456350 - IPL0145635		\$585.51	2	42 L

Attention: Stacey L. Smith

HOWELL LINKOUS & NETTLES LLC
106 BROAD STREET
CHARLESTON, SC 29401

staceysmith@bond-law.com

NOTICE OF TELEPHONIC PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "**Issuer**"), on Tuesday, November 7, 2023 at 12:00 noon, or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Points) (the "**Bonds**"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$12,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "**Code**").

Principal User of Bonds and Project. The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "**Company**"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "**Mortgage Loan**") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "**Project**"). The Project will be located 7006 Brookfield Road in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

Limited Obligation. The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "**City**"), Richland County (the "**County**"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

Teleconference Only. The Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 877-366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, SOUTH CAROLINA**
IPL0145635
Oct 30 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

10/30/23

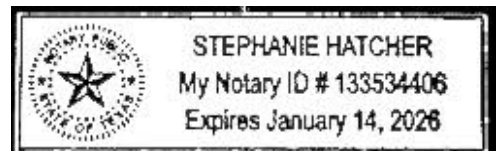
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 30th day of October in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Citizens Advisory Committee for Community Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Housing Authority

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Planning Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

11/21/23	Columbia City Council	DEFERRED
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We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Dees Classy Rider Taxi Application Packet (PDF)

HISTORY:

11/21/23	Columbia City Council	DENIED
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We Are Columbia

1339 Main Street, Columbia SC 29201 • Phone: 803-545-3345 • Fax: 803-988-8025

Date: 10/9/2023
To: Erika Hammond, Columbia City Clerk
CC: Legal Review
From: Kelly Smith, Business License Administrator
Subject: Request for Certificate of Convenience and Necessity

Attached you will find an application for a Certificate of Convenience and Necessity for Deandra L. Wolley, Dee's Classy Rider LLC. Applicant is planning to place 1 taxi in service.

It is requested that this item be placed on Councils' agenda for consideration at the next available meeting.



Everybody Counts, Everybody Contributes, Everybody Benefits

APPLICATION FOR
CERTIFICATION OF CONVENIENCE AND NECESSITY

I hereby respectfully request approval of City Council for the issuing of a CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY for the operation of a ~~taxi~~ business.

Deandra Worley owner
Dee's Classy Rider LLC

Name of Person & Company Making Request

125 Diamondhead Dr

Address

Orangenburg SC 29118

City

SC

ZIP

803) 290-3192

Telephone Number

City of Columbia
Certificate of Convenience & Necessity Application

Name of applicant: Wolley DeAndrea
(Last) (First) (Initial)

Address: 125 Diamondhead Dr ^{Orangeburg SC 29118} Tele. Number: (803) 290-3192

Date of Birth: 01/16/1989 Sex: F ☒ M ☐ Race: _____ Married ☒ Single ☐

Number of Dependents: 3 Present Occupation: Taxi Driver/owner

Place(s) of residence for the past eight (8) years:

125 Diamond head dr.

Name of former employers for the past eight (8) years:

Uber and Lyft
Zeng
Bimbo Bakeries

Do you have liability insurance? yes How much? 75,000

Does your policy cover the general public? _____ Policy Number: 02 APR 83 5322-01

Name of Insurance Company: Berkshire Hathaway
Agency: Wannamaker

Have you ever been convicted of any offense, including traffic violations? Yes ☐ No ☐

If so, what was the nature of same (Give approx. date) _____

Credit reference: _____

Character Reference: _____

If this application is approved, can you supply immediate service? Yes ☒ No ☐

If the answer is no, please explain: _____

Additional remarks that you think should be considered in regard to this application:

_____ Personally appeared before me who deposes and says
that all statements contained in this application are true to the best of his/her knowledge and belief.

Date _____ 20____ Signed: _____
(Signature of applicant)

Sworn and subscribed to before me this _____ day of _____ 20__

APPLICATION FOR A NEW BUSINESS LICENSE

Other Information

☒ Yes ☐ No **Home-based Business:** Is this business operating from a residential location?

☒ Yes ☐ No **Independent Contractors:** Do you have any independent contractors (Form 1099)?
If yes, list names: Ty'era Franklin-Mood Verney Livingston

☐ Yes ☒ No **Leased Locations:** Do you lease the business location?
If yes, write landlord's name and phone #:

☐ Yes ☒ No **Hospitality Taxes:** Do you sell prepared and/or modified foods or beverages? For example: convenience stores, grocery stores, restaurants, etc. If yes, remittance will be required.

☐ Yes ☒ No **Local Accommodations Taxes:** Does your business offer accommodations of less than 30 days? For example: hotels, motels, bed & breakfasts, etc. If yes, remittance will be required.

☒ Yes ☐ No **Vehicle Decals:** Do you need vehicle decals? For example: taxis, contractor/construction vehicles. If yes, how many decals are needed (1 per vehicle): 1

☐ Yes ☒ No **Amusement Decals:** Do you need decals for machines? For example: amusement machines, pool tables, video games, juke boxes, etc. If so, how many decals are needed (1 per machine):

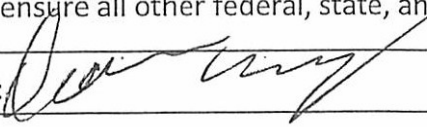
☐ Yes ☒ No **Did you purchase this business, did you take over?** Former owner's name:
Phone: _____ Email: _____
Current Address: _____ City, State, Zip: _____

Note: Operating a business with a physical location within the city limits of Columbia, may require compliance with Zoning, Building, Engineering and Fire departments.

All Business Licenses Expire Yearly on: April 30th

Applicant Certification

1. The undersigned is aware of and understands the jurisdiction's requirements and codes. Thus, issuance of a business license is contingent upon compliance with all of the jurisdiction's requirements.
2. The undersigned swears or affirms that he/she has completed and/or reviewed all information in this application and that all information contained herein is true and accurate.
3. The undersigned further acknowledges that giving false information in this application or any addended or supplemental forms constitutes cause for denial and revocation of the application or license AND subjects him/her to criminal prosecution for perjury.
4. The undersigned acknowledges the duty and agrees to update and correct this information as it changes.
5. The undersigned understands and authorizes the jurisdiction and its agents to utilize the information on this application to ensure all other federal, state, and local laws are complied with.

Signature of applicant: 

Printed Name: Deandra Wolley

Title: Owner

Date: 9-7-2023

For more information go to <https://businesslicensing.columbiasc.gov/>

Updated February 2023



We Are Columbia

Together we will build a world-class city

City of Columbia Business License Division

25.a

Mailing Address: P.O. Box 147, Columbia, SC 29217

Physical Address: 1339 Main Street (1st Floor), Columbia, SC

29201 Phone: 803-545-3345 | Fax: 803-988-8025

Office Hours: Mon-Fri - 8:30 a.m. - 5:00

p.m. Email:

APPLICATION FOR A NEW BUSINESS LICENSE

Business Information

ALL SECTIONS BELOW AND ON REVERSE SIDE OF THIS FORM ARE REQUIRED

Has your business previously registered with Columbia? ☐ Yes ☐ No

Legal Name of Business: Dee's Classy Rider LLC

Db/a (doing business as):

Federal ID# or SSN:

State Professional License #:

State Retail Sales #:

Minority Owned Survey:

Gender: ☐ Male ☒ Female ☐ Prefer not to disclose

☒ African American ☐ Asian American ☐ Hispanic ☐ Native American

☐ Native Hawaiian/Pacific Islander ☐ Non-Minority/(Caucasian) ☐ Other ☐ Prefer not to disclose

Type of Business: ☐ - Corporation ☐ - Sole Proprietor (Individual) ☒ - LLC ☐ - LLP ☐ - LP ☐ - Partnership

☐ Is this a Nonprofit organization? Additional documentation is required with this application (see instructions for details).

What is the Starting Date of Business in Columbia: 02/10/2023

Description of Business Activity: Transportation

NAICS Code
(if available):

Estimated Gross/Contract Amount: \$

Owner/Principal Information

Name(s) of Owner, Partners, Corporate Officers (List true contact information and attach separate sheet if needed)

NAME/TITLE	ADDRESS	CITY, STATE, ZIP	PHONE	EMAIL
Deandra Colley	125 Diamondhead dr	Orangeburg SC 29118	803/570-3084	803/570-3192 deandrafranklin87@gmail.com

Location/Contact Information

Physical Business Address (P.O.Box not accepted): 125 Diamondhead dr

City: Orangeburg

State: SC

ZIP: 29118

Business Phone: 803/570-3084

Business Email: deandrafranklin87@gmail.com

License Mailing Address:

City, State, Zip:

☒ SAME AS ABOVE

Tax/Renewal Mailing Address:

City, State, Zip:

☐ SAME AS ABOVE

Local Contact Name:

(For all business related correspondence)

Title:

Local Contact E-mail:

Local Contact Phone:

Local Contact Alt Phone:

9/14/2023

To Whom it may concern

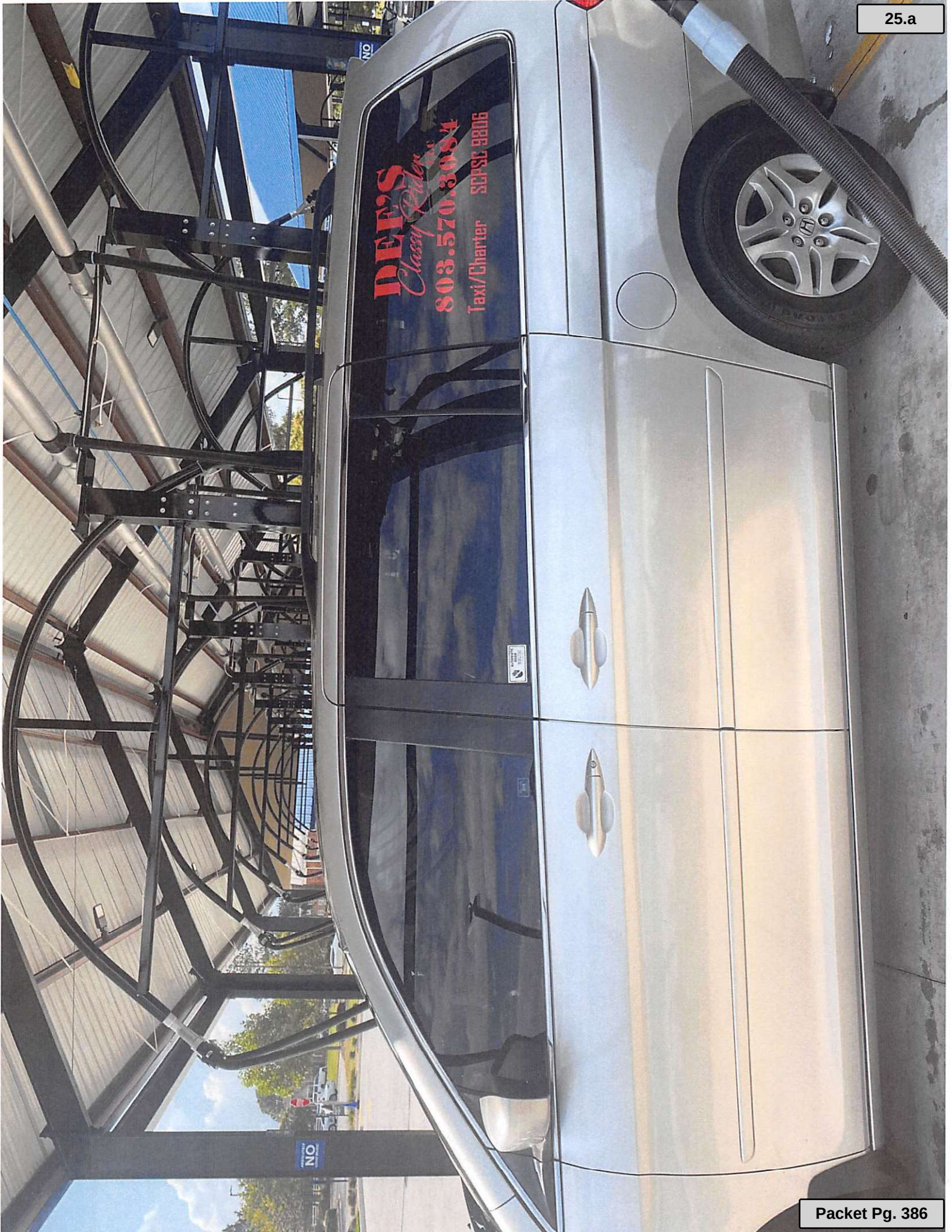
My name is DeAndre Wolley
Owner of Dee's Classy Rider LLC
I would like to get my business
license for the City of Columbia
to be able to work as a Taxi
Business. I have my LLC and
has also been approve by the
State. I would now like to
be approve to drive in the
City. I only have one Taxi at
the moment and may considered in the
future for more.

Thanks DeAndre Wolley











South Carolina Office of Regulatory Staff
Columbia, South Carolina

PSC Docket No. 2023-134-T
PSC Order No. 2023-308
PSC/ORS Certificate No. 9806

CLASS C TAXI

**Certificate of Public Convenience and Necessity
For the Operation of
MOTOR VEHICLE CARRIERS**

NAME Dee's Classy Rider LLC

ADDRESS 125 Diamondhead Drive, Orangeburg, SC 29118

is hereby authorized, pursuant to the order of the Public Service Commission of South Carolina, to
furnish passenger service by means of motor propelled vehicles as follows:

**BETWEEN POINTS AND PLACES IN
SOUTH CAROLINA**

RESTRICTED TO: FIFTEEN (15) PASSENGERS

THIS CERTIFICATE is issued upon finding by the Public Service Commission, that Public Convenience and Necessity require such operation, under the terms of the Motor Vehicle Carriers' Law (Sections 58-23-10 – 58-23-60 of the South Carolina Code of Laws, 1976, and amendments thereto), and,

CONDITIONED: That all motor vehicles operated by virtue of this Certificate shall be so operated in accordance with the said Motor Vehicle Carriers' Law and the Rules and Regulations issued thereunder, and,

CONDITIONED FURTHER: That neither this Certificate nor the rights granted herein shall be sold, assigned, leased, transferred, mortgaged, pledged, or otherwise hypothecated, unless first approved by the Commission.

DATED at Columbia, South Carolina, this 18th day of May A.D., 2023

Tom Allen, Chief
Broadband, Communications, and Safety



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Soda City
USC/Columbia Technology Incubator



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
City Manager and City Attorney



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Safety Program



We Are Columbia

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Project Studio