



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, December 6, 2022 at 4:00 p.m. 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 or dial **855-925-2801**. When prompted, enter meeting code: **5705**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. 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 Joe E. Taylor, Jr., 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 ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the November 15, 2022 Council Meeting Minutes.

HONORARY STREET NAMING RESOLUTION

2. Resolution No.: R-2022-099 - Approving the Honorary Naming of the intersection of Blanding Street and Assembly Street "Judge L. Casey Manning Court"

PRESENTATIONS

3. The Cooperative Ministry 40th Anniversary Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. City Beautification Project Update - Mr. Robert Anderson, Public Works Director and Mr. James Bennett, Midlands Business Leadership Group



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

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

CONSENT AGENDA ITEMS 6 THROUGH 25

6. Council is asked to approve the Annual Software Maintenance Support for Mobile Area Routing and Vehicle Location Information System (MARVLIS) Contract, as requested by the Columbia Police Department on October 21, 2022. Award to Bradshaw Consulting Services, Inc. in the amount of \$80,421.88, which includes a 3% increase. This firm is located in Aiken, SC.

Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$80,421.88.

7. Council is asked to approve a new Agreement for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on October 21, 2022. Award to Environmental Systems Research Institute, Inc., using the State Contract in the amount of \$110,000.00. The term of this agreement is three years. This vendor is located in Redlands, CA.

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$46,640.00; Police Administrative Services - Computer Equipment/Hardware (1012402-627500) \$3,630.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,740.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$28,270.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,700.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,447.50; Public Works Administration - Software Licenses (1011124-627510) \$2,062.50; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$14,190.00; Streets-Storms - Maintenance & Service Contracts (5534203-638200) \$220.00; Emergency Management - Software Licenses (1012201 - 627510) \$1,100.00. The original budget amount is \$110,000.

8. Council is asked to approve a new Contract for Citywide Multifunctional Copier Device Services, as requested by the Information Technology Department on August 23, 2022. Award to Ricoh USA, Inc. in the amount of \$269,143.56. The term of this contract is from January 1, 2023 to December 31, 2023. This company is located in Columbia, SC.

Funding Source: Central Stores/Copying - Xerox Copy and Supplies, 6208951- 627200. The original budgeted amount is \$269,143.56.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

9. Council is asked to approve the Annual Renewal of Computer Aided Dispatch Software Maintenance Services, as requested by the Columbia - Richland 911 Communications Center on November 10, 2022. Award to CentralSquare Software Technologies in the amount of \$281,391.43, which does not include an increase. This firm is located in Lake Mary, FL.

Funding Source: City Emergency Communications/311-Maintenance and Service Contract (1012701-638200) \$140,695.72 and County Emergency Communication-Maintenance and Service Contract (2082702-638200) \$140,695.71. The original budget amount is \$281,391.43.

10. Council is asked to approve the Purchase of Replacement Vehicles for Various Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$1,001,878.29.

Vendor and Location	Description	Procurement Method
Amick Equipment Company Lexington, SC	One (1) 2023 Freightliner Truck for the Solid Waste Division requested on October 15, 2022	SC State Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$265,680.07</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford F-550 Regular Cab Chassis for the Traffic Engineering Division requested on November 4, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$386,598.88</i>		
Hunter Truck Sales & Services, Inc. Smithfield, PA	One (1) 2023 Peterbilt Model 520 Truck for the Solid Waste Division requested on November 2, 2022	Sourcewell Cooperative
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$349,599.34</i>		

11. Council is asked to approve Contract Amendment #4 for Security Guard Services, as requested by the Columbia Police Department on November 18, 2022. Award to Security Management of SC, LLC in the amount of \$571,974.65, which does not include an increase. The term of this amendment is from January 1, 2023 to June 30, 2023. This firm is located in Columbia, SC.

Funding Source: Police Administrative Services - Professional Services (1012402-636600) \$285,987.00; Community Safety Officers - Professional Services (5512703-636600) \$285,987.65. The budget amount for this amendment is \$571,974.65.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

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12. Council is asked to approve a Contract Renewal for the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department on November 10, 2022. Award to Doctors Care, P.A. in the amount of \$1,139,904.24 per year for a total amount of \$3,419,712.72, which includes a 3% increase from the previous contract. The term of this contract is from January 1, 2023 to December 31, 2025. This firm is located in Columbia, SC.

Funding Source: Employee Health Center - Medical Services (6048920-636900) \$983,904.24; Employee Health Center - Drug and Medical Supplies (6048920-624900) \$30,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) \$66,000.00; Employee Health Center - Coronavirus Services (6048920-638412) \$60,000.00. The original budget amount is \$1,139,904.24 for year 1 and is anticipated to be budgeted at this amount for years 2 and 3.

13. Council is asked to approve Contract Amendment #8 for Project SS733702; East Rocky Branch Sewer Improvements Phase II, as requested by Columbia Water on November 11, 2022. Award to Hussey Gay Bell in the amount of \$96,000.00. The term of this agreement is from December 31, 2022 to December 30, 2023. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - East Rocky Branch Improvements Phase 2 - Capital Project Costs (5529999-SS733702-658650). The original budget amount is \$1,731,000.00. The budget amount for this amendment is \$96,000.00. The total revised budget amount is \$1,827,000.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Hussey Gay Bell is the mentor and will provide additional construction administration and observation services at 50% (\$48,000.00) of the amendment amount. Civil Engineering of Columbia, LLC, a Small Business Enterprise located in Columbia, SC, is the protégé and will provide engineering services at 50% (\$48,000.00) of the amendment amount.

14. Council is asked to approve a new Professional Services Agreement for Project SD8503; Rocky Branch Alternative Evaluation and Preliminary Design, as requested by Columbia Water on November 11, 2022. Award to ESP Associates, Inc. in an amount not to exceed \$209,720.00. The term of this agreement is December 13, 2022 through June 13, 2024, with two optional one-year renewal periods. This firm is located Charlotte, NC.

Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Bypass and Tunnel - Capital Project Costs (5549999-SD850301-658650). The original budget amount is \$209,720.00.

This is a Mentor Protégé Program project. ESP Associates, Inc. is the mentor and will provide project management and oversight, associated modeling, alternative evaluations, and begin initial preliminary design at 79.97% (\$167,720.00) of the total Contract amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

Hybrid Engineering, Inc., located in Irmo, SC, is the protégé and will provide preliminary design initiation, overall project scope of services, quality, deliverables, schedule and engineering support at 20.03% (\$42,000.00) of the total contract amount.

15. Council is asked to approve a new Contract for Project SS7626; Senate Street Gravity Sewer Completion, as requested by Columbia Water on October 26, 2022. Award to McClam and Associates, Inc. as a Sole Source in an amount not to exceed \$355,700.00. This vendor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Senate Street Gravity Sewer - Capital Project Costs (5529999-SS762601-658650). The original budget amount is \$355,700.00.

16. Council is asked to approve a new Contract for Project SS6966; Sanitary Sewer Pipe Rehabilitation, as requested by Columbia Water on August 1, 2022. Award to McClam and Associates, Inc. in an amount not to exceed \$8,231,658.00. This contractor is located in Little Mountain, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS696623-658650). The original budget amount is \$8,231,658.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this project was exceeded at 15.22%. McClam and Associates, Inc. is the prime contractor and will provide sanitary sewer construction services at 43.92% (\$3,615,515.05) of the total contract amount.

The following subcontractors will provide additional services:

Pipe Pros, LLC, located in Fort Mill, SC, will provide closed circuit television (CCTV) services, sewer cleaning, geographic information systems (GIS) services and smoke testing services at 13.35% (\$1,098,950.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 1.59% (\$130,818.00) of the total contract amount.

Smoak Construction Co., LLC, a Minority Business Enterprise (W) and CDBE located in Little Mountain, SC, will provide point repairs, restoration and access services at 13.63% (\$1,121,874.95) of the total contract amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured-in-place pipe (CIPP) services at 8.81% (\$725,000.00) of the total contract amount.

TriState Utilities, located in Chesapeake, VA, will provide cured-in-place pipe (CIPP) services at 18.70% (\$1,539,500.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

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17. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1500, 509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road; TMS# 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, and 07312-07-15

Ordinance No.: 2022-107 - Annexing and Incorporating Annexing and incorporating 7 lots at Atlantic Drive and Balsam Road into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex the property, assign a land use classification of Urban Edge residential - Large Lot (UER-2) and assign zoning of Residential Single Family-Medium Lot district (RSF-2) at the time of annexation. The property is currently classified as mixed residential High Density and zoned RS-MD by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 09/08/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

18. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1008 Lykes Lane; TMS# 05000-02-29

Ordinance No.: 2022-105 - Annexing and Incorporating 1008 Lykes Lane, Richland County TMS# 05000-02-29 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 and assign a land use classification of Community activity corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Brandon T. Walker

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

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19. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1903 Hazelwood Road and 1842 Pressley Street; TMS#19205-03-12

Ordinance No.: 2022-102 - Annexing and Incorporating 1903 Hazelwood Road and 1842 Pressley Street, Richland County TMS# 19205-03-12 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge residential large lot (UER-2) and assign zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: Charles McSwain, Jr.

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

20. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for unincorporated portions of 3815 Ayrshire Avenue and 0.56 acres NE/S Clement Road; TMS#09201-0907(p) and 09201-09-08(p)

Ordinance No.: 2022-099 - Annexing and Incorporating Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road, Richland County TMS# 09201-09-07 (portion) and TMS# 09201-09-08 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map

Council District: 1

Proposal: Request to annex the property and assign a land use classification of urban core residential small lot (UCR-1) and assign zoning of residential single-family large lot (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Pamela Dorita Thomas

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

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21. Annexations, Future Land Use Map Amendment, and Zoning Map Amendment for 37.675 acres, S/S I-20; TMS# 28800-06-05

Ordinance No.: 2022-101 - Annexing and Incorporating 37.675 acres S/S I-20, Richland County TMS# 28800-06-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Spears Creek Quadrant Partners

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

22. Zoning Map Amendment for 14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28

Ordinance No.: 2022-110 - Amending the Official Zoning Map to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS #05207-07-28

Council District: 1

Proposal: Request to rezone the property from Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) to Residential Single-Family- Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Chestnut Hill Plantation, Inc. c/o Robert F. Fuller, Attorney

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

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23. Ordinance No.: 2022-103 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (GSM of North Main, LLC and Peak Drift Beverages, LLC, Richland County TMS #09116-02-01, 09112-07-01, 09112-07-06, 09112-06-04, 09112-06-06 and 09112-06-07)

First reading approval was given on November 15, 2022.

24. Ordinance No.: 2022-121 - Authorizing the City Manager to execute the Second Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) for an ATM

First reading approval was given on November 15, 2022.

25. Ordinance No.: 2022-122 - 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 15, 2022.

ZONING / PLANNING MATTERS - SECOND READING

26. Amendment to the Unified Development Ordinance: Non- Conforming Sites

Ordinance No.: 2022-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping

Proposal: Request to amend Chapter 17 Article 5 of the Columbia Code of Ordinances concerning buffer requirements that require loss of parking.

Applicant: Mayor Daniel Rickenmann, Councilmember Aditi Bussells, and Krista Hampton Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 6, 2022

ZONING / PLANNING MATTERS - FIRST READING

27. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT AND INTERIM ZONING MAP AMENDMENT for 3800 Overbrook Drive and 616 Suber Street; TMS#13708-05-01

Ordinance No.: 2022-124 - Annexing 3800 Overbrook Drive and 616 Suber Street, Richland County TMS# 13708-05-01

Council District: 3

Proposal: Request to annex the property and assign interim land use classification of Urban Core residential Small Lot (UCR-1) and assign of interim zoning of Residential Mixed District (RM-2) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Bowers Property Management, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

28. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT AND INTERIM ZONING MAP AMENDMENT for 1921 Pineview Drive; TMS#1910006-12

Ordinance No.: 2022-125 - Annexing 1921 Pineview Drive, Richland County TMS# 19100-06-12

Annexing 1921 Pineview Drive, Richland County TMS# 19100-06-12

Council District: 3

Proposal: Request to annex the property and assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of General Commercial District (GC) with a pending annexation. The property is currently classified as Neighborhood (Medium Density) in a Neighborhood Activity Center and zoned M-1 by Richland County.

Applicant: SAFE Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

RESOLUTIONS

- 29. Resolution No.: R-2022-094 - Authorizing the City Manager to execute an Intergovernmental Agreement Relating to a Regional Gateways Project between Richland County, Lexington County, City of Columbia and Central Midlands Council of Governments
- 30. Resolution No.: R-2022-097 - The City of Columbia Adopts the Following Resolution in Support of Requesting the South Carolina Legislature to Enact a Statute to Require Security Cameras at the Entrances and Exits of Nursing Homes, Residential Care Facilities and Assisted Living Centers

Public Safety Committee Recommendation: 11/15/2022; refer to City Council for consideration.

- 31. Resolution No.: R-2022-098 - Authorizing the City Manager and Fire Chief to execute Mutual Aid Agreement for Fire Protection between McEntire Joint National Guard Base and the City of Columbia

ORDINANCES - FIRST READING

- 32. Ordinance No.: 2022-112 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions
- 33. Ordinance No.: 2022-113 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions
- 34. Ordinance No.: 2022-114 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions
- 35. Ordinance No.: 2022-115 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions
- 36. Ordinance No.: 2022-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2022**

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37. Ordinance No.: 2022-117 - Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions
 38. Ordinance No.: 2022-118 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions
 39. Ordinance No.: 2022-119 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

40. Public Safety Committee Report for November 15, 2022 - The Honorable Howard E. Duvall, Jr.
41. Technology Committee Report for November 15, 2022 - The Honorable Tina N. Herbert

PUBLIC INPUT

EXECUTIVE SESSION

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

Belvedere Home Assistance Program

ADJOURNMENT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the November 15, 2022 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_11_15_2022 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

The Columbia City Council met on Tuesday, November 15, 2022 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:05 p.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem, The Honorable William Brennan, The Honorable Tina N. Herbert, The Honorable Aditi Bussells, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda subject to deferring consideration of items 22 and 23.

PUBLIC INPUT ON AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the November 1, 2022 Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the November 1, 2022 Council Meeting Minutes.

PRESENTATIONS

Councilor McDowell said the Benedict College Tigers won the SIAC Championship. Their record was 11-0. I want to congratulate the Benedict College family. I also want us to recognize Dr. Artis and Coach Berry at the appropriate time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Mayor Rickenmann said we have been working on that. We have the Benedict College flag up. On November 26, 2022, they go for the national title and we want to cheer them on.

2. Diabetes Awareness Month Proclamation - The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem

Councilor McDowell said November is Diabetes Awareness Month. Once upon a time it was called sugar, but sugar isn't sweet. It's a devastating disease and it is important for us to recognize it today. The 29203 zip code has the largest number of amputations in the state: one out of six African Americans are being grossly infected by diabetes, high blood pressure, hypertension, heart disease, and kidney failure and one out of three persons will die every eight minutes from diabetes.

Mayor Rickenmann and the members of City Council proclaimed November 2022 as Diabetes Awareness Month in the City of Columbia.

3. Tommy Suggs Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said it is an honor to talk about one of my favorite Gamecocks, Mr. Tommy Suggs. I wanted to take this opportunity to honor his 50 years of commitment to our community, to the Gamecock nation, and to Columbia. Thank you Jane for sharing him with the 139,000 people in Columbia, South Carolina. We appreciate it because we know it's a family effort.

Mayor Rickenmann and the members of City Council proclaimed Tuesday, November 15, 2022 as Tommy Suggs Day in the City of Columbia.

Mr. Tommy Suggs said in 1967, I left a farm six miles outside of Lamar, South Carolina to play football at the University of South Carolina. I've adopted this city and I am so fortunate to be able to give back. I'll continue to do that. Thank you so much for this recognition.

Councilor Taylor said I've had the privilege of banking with you at South Carolina Federal, being insured by you, and getting to listen to you. But most of all you've been a great neighbor and a great member of district four. Behind every good man stands a great woman and Jane Suggs has done wonders for the Tanglewood Neighborhood Association. Thank you both.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

4. g ALPHA Accelerator Program Launch – Mr. Joe Queenan, Interim Executive Director for GrowCo

Mr. Joe Queenan, Interim Executive Director for GrowCo said I wanted to express my thanks to City Council for your support of a program that we recently launched. It is called g Alpha and it is part of an accelerator program. Companies have raised over a billion dollars so far. We opened up the applications last week and we're already half full. This demonstrates the need for this project. We're going to run another cohort after we finish this program. The Columbia community is showing up and we're very grateful.

CONSENT AGENDA ITEMS 5 THROUGH 11

Councilor Taylor requested an explanation of the capital lease program during a work session.

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda items 5 through 11.**

5. Council is asked to approve an Annual Contract for Storage Area Network Support Services, as requested by the Information Technology Department on October 13, 2022. Award to Hewlett Packard Enterprise Company using the SC State Contract in the amount of \$71,585.08, which includes a 5.3% increase. The term for this contract is one year, and shall be valid until October 31, 2023. This vendor is located in Roseville, CA. - *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is \$71,585.08.

6. Council is asked to approve Contract Amendment #1 for Banner 5.2 Upgrade Services for the City's Utility Billing Software, as requested by the Budget, Program Management & Grants Office on October 25, 2022. Award to Hansen Banner, LLC in the amount of \$149,660.00. This vendor is located in Carlsbad, CA. – *Approved*

Funding Source: Technology Contingency - Professional Services (5518408-636600). The original budget amount is \$822,370.00. The budget amount for this amendment is \$149,660.00. The total revised budget amount is \$972,030.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

7. Council is asked to approve a new Contract to Purchase Two (2) Sand Spreaders for the Street Division, as requested by the Fleet Services Division on August 18, 2022. Award to Warren Truck Equipment, Inc. as a Sole Source in an amount not to exceed \$68,310.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Streets - Water and Sewer Repair - Auto, Trucks, Heavy Equipment - Capital (5513202-658500). The original budget amount is \$68,310.00.

8. Council is asked to approve a new Contract to Purchase an XE Compact Track Loader & Mini Excavator for the Wastewater Maintenance Division, as requested by the Fleet Services Division on October 10, 2022. Award to Blanchard Machinery Company using the SC State Contract in the amount of \$200,045.00. This vendor is located in West Columbia, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment Capital (5516205-658300). The original budget amount is \$200,045.00.

9. Council is asked to approve a new Contract for Citywide Safety Shoes and Boots, as requested by the Public Works Department on July 29, 2022. Award to Shoes for Crews in an amount not to exceed \$294,625.00. The term for this contract is three years, with an option to renew for two additional one-year periods, and shall be valid until June 30, 2025. This vendor is located in Boca Raton, FL. – *Approved*

Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900). The original budget amount is \$294,625.00.

10. Ordinance No.: 2022-097 - Granting an encroachment to Emily Bryan for the use of the right of way area of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive for the installation and maintenance of crosstie barriers and hardwood mulch adjacent to 2734 Kingswood Drive, Richland County TMS#11215-09-17 – *First reading approval was given on November 1, 2022. - Approved on second reading.*

11. Ordinance No.: 2022-098 - Granting an encroachment to Alice Palace Properties LLC, for the use of the right of way area of the 1400 block of Barnwell Street for the installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, Richland County TMS#11406-01-14 and 11406-01-15 - *First reading approval was given on November 1, 2022. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

ORDINANCES - FIRST READING

12. Ordinance No.: 2022-103 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (GSM of North Main, LLC and Peak Drift Beverages, LLC, Richland County TMS #09116-02-01, 09112-07-01, 09112-07-06, 09112-06-04, 09112-06-06 and 09112-06-07) – *Approved on first reading.*

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2022-103 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (GSM of North Main, LLC and Peak Drift Beverages, LLC, Richland County TMS #09116-02-01, 09112-07-01, 09112-07-06, 09112-06-04, 09112-06-06 and 09112-06-07).

13. Ordinance No.: 2022-121 - Authorizing the City Manager to execute the Second Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) for an ATM – *Approved on first reading.*

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2022-121 - Authorizing the City Manager to execute the Second Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) for an ATM.

14. Ordinance No.: 2022-122 - 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. Duvall and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2022-122 - 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.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing for Zoning/Planning Matters at 4:31 p.m.

15. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 20.54 acres E/S Elmgren Street; TMS#07312-04-03 – *Denied*

Ordinance No.: 2022-106 - Annexing and Incorporating 20.54 acres Elmgren Street, Richland County TMS# 07312-04-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Denied

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Edge mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RU and RS-LD by Richland County.

Applicant: Nora Kathryn Kinard Stuck, Carl Gurnie Stuck, Ebbie Elizabeth S. Lester, and Kimberly S. Moore, Trustees/D.R. Horton, Inc.

Staff Recommendation: Approval of Annexation and Denial of requested Zoning Classification for a portion of the parcel. See Staff Recommendation section at the end of the case summary.

PC Recommendation: 04/14/2022 Deferred; 07/14/2022 Denial (6-1)

Mayor Rickenmann asked if there had been any updates or changes.

Ms. Krista Hampton, Director of Planning and Development Services said we have heard through a third-party that the contract has expired; however, we have not received any direct communication from the applicant about his request.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to deny the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 20.54 acres E/S Elmgren Street; TMS#07312-04-03 **and** Ordinance No.: 2022-106 - Annexing and Incorporating 20.54 acres Elmgren Street, Richland County TMS# 07312-04-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

16. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 6505 North Main Street; TMS # 11716-04-04 - *Denied*

Ordinance No.: 2022-104 - Annexing and Incorporating 6505 North Main Street, Richland County TMS# 11716-01-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Denied

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Community activity corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Tatyana A. Trainer and Sergey Pikalov

Staff Recommendation: Approval of Zoning Classification and Denial of Annexation

PC Recommendation: 10/13/2022; Denial (6-0)

Mr. James Starnes, president of the North 21 Terrace Neighborhood Association said I'm joined today by a number of neighbors. We come in opposition to the request for annexation and rezoning. We are concerned about the aesthetics of our neighborhood and we are interested in preserving our neighborhood. We offer our assistance to you to make sure that this gateway into the city is something that you can be proud of and we ask that you deny the request.

Ms. Gwendolyn Singletary, executive director of the Wiley Kennedy Foundation/president of the United Alliance of North Columbia Neighborhoods said we are opposed to the annexation or the change in zoning for the specific facility. We believe what they propose will continue to add to the crime and negative perceptions in that area. We are also concerned about traffic in that area. We need to bring businesses in and we can only do it by raising the standard of the community and showing it in its best light.

Mr. Craig Samson said I am insulted that he wants to lock up the last prime area under concrete to turn it into a parking lot. We have a TA and another truck stop on the other side of I-20. Housing is being constructed. There's already noise 24 hours a day. We want North Columbia to be a destination. The topography of the area is terrible. An example would be what was done on Forest Drive when they took out Cardinal Newman. I understand that the tax base is different, but they had a vision to create something for the future.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Mr. Sergey Pikalov, applicant said we are looking for parking for commercial vehicles. People are looking for storage for their cars, belongings, boats, trailers, and commercial vehicles. I'm not going to give all my land for the commercial vehicles down there. It won't be a truck stop. This parking spot for commercial vehicles will only be for people who live in this area. If I can get at least 10 trucks, the state can make about \$3 million in revenue on taxes. Other businesses are going to be happy because they still get to do business with us.

Ms. Tyra Little said this has always been a very proud neighborhood. He has a big old burn pit there. Everything that he's doing is taking away from bringing any type of beautification to the area. You have 288 units that are coming. We know about the crime. The TA and Flying J have extra security. We don't need any additional parking for trucks in that area. We need something that is going to help stimulate the economy. I ask you to deny this gentleman's request.

Mr. Walter Reed said there is another truck parking space across the street from McDonald's. We hope to become an extension of the work that has been done on North Main Street down to Fairfield Road. This open parking does not lead to any kind of economic development. There isn't an abundance of people in 29203 that will be using this facility. People that park don't spend money; they park and they leave. There are three gateways left in Columbia: Broad River Road, North Main and Two Notch Road. Those areas are severely overlooked. I hope that you deny this request.

Mr. David Lewis said the gentleman mentioned a community activity center, but we've been talking about a parking lot. Do you know what a community activity center is? What is the purpose? What is it supposed to provide? You have not put out a proposal to the neighborhoods or the surrounding areas telling them what a good community activity center this would be.

Reverend A. A. Dicks said I stood here 40 years ago to ask for zoning changes for our church. The Council advised us to first get in touch with the neighborhood organization. Neighborhoods are important. It's where people go home to rest, play with their children, walk their dogs, and listen to the birds chirping in the trees. I purchased the piece of property across the street from the subject property. I see the tandem trails from the trucks going across the grass. There needs to be a traffic light at Mason and North Main. I respectfully request that you all would deny this request.

Mr. Jimmy Wright said it was only a month ago that we were here in this chamber with the city's Planning Commission to speak about what we want in our community. The Planning Commission asked him what he wanted to do with the property and he chose not to speak about that. That's a problem for us because that means that you have some type of intent that goes against the community. We ask that you please do not allow this particular business to be a part of the fabric of our community because it does not represent who or what we are.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Councilor Herbert said I met with Sergey on the property. I gave him an opportunity to explain exactly what he wanted to do and we discussed some options. I grew up in 29203 and my grandmother knew Mrs. Monteith. It's also a very beautiful piece of property. I would rather it remain as green space until we can find the proper thing to put there. My daddy, cousin and uncle were truck drivers. I don't automatically assume that truck drivers and leaving trucks lead to crime, but I do understand the point that you all are trying to make. There's also Nilson Storage right up the street. The North Columbia Plan says that we really want retail or more housing. Anything inconsistent with that would not be good for the area. For those reasons I am voting in the negative.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to deny the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 6505 North Main Street; TMS # 11716-04-04 **and** Ordinance No.: 2022-104 - Annexing and Incorporating 6505 North Main Street, Richland County TMS# 11716-01-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

17. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1500, 509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road; TMS# 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, and 07312-07-15 – *Approved on first reading.*

Ordinance No.: 2022-107 - Annexing and Incorporating Annexing and incorporating 7 lots at Atlantic Drive and Balsam Road into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - Approved on first reading.

Council District: 2

Proposal: Request to annex the property, assign a land use classification of Urban Edge residential - Large Lot (UER-2) and assign zoning of Residential Single Family-Medium Lot district (RSF-2) at the time of annexation. The property is currently classified as mixed residential High Density and zoned RS-MD by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 09/08/2022; Approval (6-0)

No comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1500, 509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road; TMS# 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, and 07312-07-15 **and** Ordinance No.: 2022-107 - Annexing and Incorporating Annexing and incorporating 7 lots at Atlantic Drive and Balsam Road into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

18. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1008 Lykes Lane; TMS# 05000-02-29 – *Approved on first reading.*

Ordinance No.: 2022-105 - Annexing and Incorporating 1008 Lykes Lane, Richland County TMS# 05000-02-29 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 and assign a land use classification of Community activity corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Brandon T. Walker

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1008 Lykes Lane; TMS# 05000-02-29 **and** Ordinance No.: 2022-105 - Annexing and Incorporating 1008 Lykes Lane, Richland County TMS# 05000-02-29 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

19. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1903 Hazelwood Road and 1842 Pressley Street; TMS#19205-03-12 – *Approved on first reading.*

Ordinance No.: 2022-102 - Annexing and Incorporating 1903 Hazelwood Road and 1842 Pressley Street, Richland County TMS# 19205-03-12 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: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge residential large lot (UER-2) and assign zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: Charles McSwain, Jr.

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1903 Hazelwood Road and 1842 Pressley Street; TMS#19205-03-12 **and** Ordinance No.: 2022-102 - Annexing and Incorporating 1903 Hazelwood Road and 1842 Pressley Street, Richland County TMS# 19205-03-12 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map.

20. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for unincorporated portions of 3815 Ayrshire Avenue and 0.56 acres NE/S Clement Road; TMS#09201-0907(p) and 09201-09-08(p) – *Approved on first reading.*

Ordinance No.: 2022-099 - Annexing and Incorporating Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road, Richland County TMS# 09201-09-07 (portion) and TMS# 09201-09-08 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map - Approved on first reading.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Council District: 1

Proposal: Request to annex the property and assign a land use classification of urban core residential small lot (UCR-1) and assign zoning of residential single-family large lot (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Pamela Dorita Thomas

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

No comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for unincorporated portions of 3815 Ayrshire Avenue and 0.56 acres NE/S Clement Road; TMS#09201-0907(p) and 09201-09-08(p) **and** Ordinance No.: 2022-099 - Annexing and Incorporating Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road, Richland County TMS# 09201-09-07 (portion) and TMS# 09201-09-08 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map.

21. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 37.675 acres, S/S I-20; TMS# 28800-06-05 – *Approved on first reading.*

Ordinance No.: 2022-101 - Annexing and Incorporating 37.675 acres S/S I-20, Richland County TMS# 28800-06-05 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: 4

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Spears Creek Quadrant Partners

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 37.675 acres, S/S I-20; TMS# 28800-06-05 **and** Ordinance No.: 2022-101 - Annexing and Incorporating 37.675 acres S/S I-20, Richland County TMS# 28800-06-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

22. Comprehensive Plan - Future Land Use Map Amendment for 1214 Scott Street (p); 1222 Scott Street; and 2109, 2119, and 2121 Sumter Street (p), TMS # 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) – *Deferred*

Ordinance No.: 2022-108 - Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 1214 Scott Street (p); 1222 Scott Street; 2109, 2119, and 2121 Sumter Street (p); Richland County TMS# 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) - Deferred

City Council District: 1

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Core Mixed Residential Type 2 (UCMR-2) to Urban Core Community Activity Center (UCAC-2).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

23. Zoning Map Amendment for 1214 and 1222 Scott Street and 2121, 2119, and 2109 Sumter Street, TMS# 09016-12-18, 09016-12-19, 09016-12-04, 09016-12-05, and 09016-12-06 – *Deferred*

Ordinance No.: 2022-111 - Amending the Official Zoning Map to modify the zoning for 1214 and 1222 Scott Street and 2121, 2119 and 2109 Sumter Street, Richland County TMS# 09016-12-18, TMS# 09016-12-19, TMS# 09016-12-04, TMS# 09016-12-05 and TMS# 09016-12-06 - Deferred



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Council District: 1

Proposal: Request to rezone the property from Mixed Use District (MU-2) in the North Main corridor design overlay district (OV-NMC) to Community Activity Center/Corridor District (CAC) in the North Main Corridor Design Overlay District (OV-NMC).

Applicant: Lauren Taylor, Ghost rider OZ Fund LLC

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

24. Zoning Map Amendment for 14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28 – Approved on first reading.

Ordinance No.: 2022-110 - Amending the Official Zoning Map to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS #05207-07-28 – Approved on first reading.

Council District: 1

Proposal: Request to rezone the property from Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) to Residential Single-Family- Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Chestnut Hill Plantation, Inc. c/o Robert F. Fuller, Attorney

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

Mr. Sergey Razin asked if there is a possibility for making this property available for sale to the current residents.

Ms. Krista Hampton, Director of Planning and Development Services said it may be under contract which is why you are seeing it here for rezoning.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28 **and** Ordinance No.: 2022-110 - Amending the Official Zoning Map to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS #05207-07-28.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

25. Amendment to the Unified Development Ordinance: Non- Conforming Sites

Ordinance No.: 2022-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping - Approved on first reading.

Proposal: Request to amend Chapter 17 Article 5 of the Columbia Code of Ordinances concerning buffer requirements that require loss of parking.

Applicant: Mayor Daniel Rickenmann, Councilmember Aditi Bussells, and Krista Hampton Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

Ms. Krista Hampton, Director of Planning and Development Services said when we made the changes to the text amendment the last time there were some clarifications requested of residents. We made that, it was signed, and this is coming back to you with that language.

No comments were received at this time.

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted six to one to give first reading approval to Ordinance No.: 2022-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (*Unified Development Ordinance*), Article 5: Development Standards, Sec. 17-5.3, Landscaping. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann voted aye. Mr. Taylor voted nay.

Council closed the Public Hearing for Zoning/Planning Matters at 5:17 p.m.

RESOLUTION

26. Resolution No.: R-2022-095 - Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1639-1643 Main Street, Richland County TMS # R09014-10-06 - *Approved*

Councilor Taylor noted that this comes with a recommendation for approval from the Economic Development Committee.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-095 - Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1639-1643 Main Street, Richland County TMS # R09014-10-06.

EVENT RESOLUTION

27. Resolution No.: 2022-096 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Sunday, November 27, 2022 with a rain contingency of Saturday, December 3, 2022 - *Approved*

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: 2022-096 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Sunday, November 27, 2022 with a rain contingency of Saturday, December 3, 2022.

OTHER MATTERS

28. Council is asked to approve Contract Amendment #6 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water on October 19, 2022. Award to HomeServe USA Corp. at no cost. This request is to exercise the option to extend the term of the agreement for an additional three (3) years. This firm is located in Norwalk, CT. - *Approved*

Councilor Duvall said I do not approve of the HomeServe projects. I think they're taking advantage of the city and the citizens of the city with this program. HomeServe is now advertising on television. Do we bill for HomeServe? Do they pay us a fee for city residents who join?

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we don't bill for HomeServe directly. They bill the customer for the private sewer lateral insurance. We get 7% commission for any one of our water or sewer customers that sign up for the service line agreement.

Councilor Brennan asked if we have gotten away from HomeServe's marketing efforts mirroring the city of Columbia. Do we still offer assistance with paying water bills from the portion of the HomeServe payments?



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said yes and we review proofs of their marketing materials with our communications staff. We do our best to help qualified customers that are having a hardship case with water and sewer bills. We are also looking at expanding that program for folks that have private sewer lateral defects and are not part of the insurance program.

Mayor Rickenmann said \$59 a year will save you thousands on issues. I believe in it.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted four to three to approve Contract Amendment #6 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water on October 19, 2022. Award to HomeServe USA Corp. at no cost. This request is to exercise the option to extend the term of the agreement for an additional three (3) years. This firm is located in Norwalk, CT. Ms. Herbert, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Taylor, Dr. Bussells, and Mr. Duvall voted nay.

29. South Carolina Opioid Recovery Fund - The Honorable Aditi Bussells

Councilor Bussells said the city of Columbia has an opportunity to apply for guaranteed funding as a result of this large opioid settlement with pharmaceutical companies that the state of South Carolina won. The first round of guaranteed political subdivision funding applications are due December 1. Our ideas must fit under their abatement or prevention/treatment strategies. This funding is allocated for us over the next 10 years at 2.6% of the settlement.

Ms. Teresa Wilson, City Manager presented the city's recommended use of funds for each of the following core strategies: Naloxone or other FDA approved drugs to reverse opioid overdoses; medications for Opioid Use Disorders (MOUD) Distribution and other Opioid Use Disorder (OUD) treatment; expansion of warm hand-off programs and recovery services; prevention programs; evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state.

Councilor Bussells said my recommendation is to narrow it down to three or four areas. The ones that resonate the most with our discussions and priority areas are training around naloxone and some of the prevention pieces. I also believe the Pathways initiative can fall under one of those prevention strategies given that we're integrating behavioral health into our first responders. The last area would then focus on ways in which we can continue to partner and collaborate with community based organizations to advance some of these approaches.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Councilor Brennan asked if we will be serving people from outside of the city limits. If we're, going to the extent of creating a dashboard and education, we should reach out across the river to West Columbia, Cayce, and Lexington County and beyond. We should all make it worthwhile in pursuit of the ultimate end game.

Councilor Taylor said we tend to get a hundred percent of the burden that we carry the cost on. It's absolutely worth us addressing Richland County, Lexington County, and other municipalities that are participating in this opioid settlement. If we're going to be tasked with addressing a hundred percent of the problem, they should have to participate in the costs.

Mayor Rickenmann said I will add homelessness to our next regional meeting. I read that Wal-Mart settled for \$3.1 billion. Do you know if that is going to get passed out to the different states where Wal-Marts are located or is that an application process?

Councilor Bussells said the money that is coming right now is from Purdue and Johnson & Johnson. If that is the case, that would've been a separate lawsuit. I will report back to you.

Ms. Teresa Wilson, City Manager asked that any additional feedback go to Ms. Benjamin by the end of this week so that the application can be submitted in a timely manner.

Councilor McDowell said I buy into the opioid tradition and what has taken place in our cities and in our nation relative to this very addictive and deadly drug. I understand what we want to do with the opioid grant but there are other more deadly drugs out there. Fentanyl is just as deadly. If we are going to take one part, we need to make it all inclusive. Drug addiction is not just related to opioids; it can be a crack, marijuana or heroin.

30. Fiscal Year 2022/2023 Community Promotions Grant Program Recommendations - Ms. Missy Caughman, Budget, Program Management and Grants Director

Ms. Missy Caughman, Budget, Program Management and Grants Director said City Council approved a \$140,000 allocation for a Community Promotions Grant Program. In October, we received 19 applications for a total of \$381,000 in requests. A committee reviewed the applications and recommended funding for 15 of those organizations. We categorized the recommendations based on the structure included in the guidelines for beautification projects, public safety, quality of life, senior programs, wellness and youth. City Council is asked to approve the recommendations for funding.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Councilor Taylor expressed concerns with funding the homeless dinner. We are trying to reduce the number of feedings and centralize volunteer efforts at Rapid Shelter Columbia.

Councilor Herbert said the program is held at their church and it is specifically for homeless youth. They're not out feeding people. It is not like the issues we have discussed and I don't know if we take youth at our facility.

Ms. Missy Caughman, Budget, Program Management and Grants Director said they are not unsheltered but they do not have a permanent residence.

Councilor Herbert asked if we still fund Homeworks of America out of Community Development.

Councilor Bussells said if Homeworks is eligible for other funds, I would like to free up those funds for organizations that are focused on beautification, placemaking, talent retention and engaging youth. Crash Course Columbia gives young graduates and those that have recently moved to Columbia a great understanding of all the things that the city has to offer. I'd like to increase that funding to \$10,000. I had some of the same concerns with the Safe Space dinner.

Councilor Herbert said Homeworks is part of beautification because they help to restore people's homes. Based on the response, there won't be the option to fund them out of Community Development. The Safe Space Dinner is a sit down dinner with programs for youth. It is more comprehensive. I am supportive of it and would not want it to be reduced at all.

Councilor Brennan said I'm very excited to see the Lourie Center included as the only dual senior health and wellness center in the city of Columbia. Thank you for pulling this together for us.

Mayor Rickenmann asked how Council would like to proceed. Do you want to get more information and ask staff to come back with updated recommendations? The simple thing may be to share the applications.

Councilor Herbert said we don't have youth in our programs at all. It gives us an opportunity to expand what we are doing for just \$2,000. For the record, I am okay with staff's recommendations.

Councilor Duvall said I am okay with staff's recommendations.

Councilor Taylor said the city of Columbia has perfected the art of moving homeless people back and forth across our city. One of my issues is having this at a location that is remote from all of the other service providers. We have 100 programs.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Ms. Teresa Wilson, City Manager said Homeworks hasn't received funding through Community Development since 2017. The things that you all are bringing up are things you have to sort out with each other. It's up to you all to move the funds around.

There was an in-depth discussion on the recommendations and possible amendments.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted six to one to approve the Fiscal Year 2022/2023 Community Promotions Grant Program Recommendations with the following amendments. Mr. Taylor, Dr. Bussells, Mr. Brennan, Mr. McDowell, Mr. Duvall and Mayor Rickenmann voted aye. Ms. Herbert voted nay.

- Allocate \$12,000 to Columbia Opportunity Resource
- Allocate \$20,000 to Home Works of America
- Allocate \$0 to Reformation Lutheran Church

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

31. Task Force to Prevent and End Homelessness September 21, 2022 Report & Strategies - The Honorable Aditi Bussells

Councilor Bussells reported that the Task Force to Prevent and End Homelessness met on September 21, 2022. The final report has been entered into the record and will be available to the public. This is months of hard work that led to short-term and long-term strategies that we hope can address homelessness in a meaningful way. Some of the recommendations are already in motion. Thank you to the task force, my colleagues and the mayor.

Mayor Rickenmann said thank you and the committee. It wasn't easy, but it is allowing us to advance; making sure that each individual has an opportunity to receive services and get the shelter they need as we move forward on finding a permanent solution and housing for our unsheltered.

32. Economic & Community Development Committee November 8, 2022 Report - The Honorable Joe E. Taylor, Jr.

Councilor Taylor reported that the Economic & Community Development Committee met on November 8, 2022. We received a report on the status of the city's economic development partners. We began discussing a five year real estate plan on how to get city-owned non-performing real estate assets into the market. We reviewed the measures that were included in the economic development plan. We will use December 31 as our benchmark date and track these on a calendar



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

basis. A goal is to increase the number of residents, especially in our City Center to a number comparable with Greenville and Charleston and to create a more vibrant downtown. We'll begin to look at city revenue streams to make sure we're getting the return on investment that we should expect. We standardized our meeting date to 1:00 p.m. on the second Tuesday of every month.

Councilor Bussells asked City Manager Wilson to keep Council posted on changes to the Council committee structure.

Councilor Duvall reported that the Public Safety Committee met today and would like to refer consideration of Resolution No.: R-2022-097 - The City of Columbia Adopts the Following Resolution in Support of Requesting the South Carolina Legislature to Enact a Statute to Require Security Cameras at the Entrances and Exits of Nursing Homes, Residential Care Facilities and Assisted Living Centers to City Council.

Councilor Taylor said I recused myself from that conversation because I have investment positions in assisted living facilities and Ms. Herbert did the same.

Councilor Brennan referred a review of Charlotte's ordinance on paving products to a council committee.

Councilor Bussells referred an ordinance from the Climate Protection Action Committee to a City Council work session in January 2023.

Councilor McDowell announced that the Administrative Policy Committee is scheduled to meet on November 16, 2022 at 10:00 a.m.

Councilor Taylor referred a review of the enforcement plan for the CBD signage ordinance to the Public Safety Committee.

Councilor Taylor referred consideration of the use of water based utility paint to a council committee.

Councilor Taylor referred a review of alternatives to placing green roll carts in front of commercial establishments to a council committee.

Councilor Herbert referred a review of Greenville's rebate program that is used to attract grocery stores to the Economic Development Committee.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Councilor Herbert referred a review of the proposed Panel on Violent Crime and Bond Reform to the Public Safety Committee. This was an ad-hoc committee in 2012/2013.

PUBLIC INPUT

No one appeared at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 6:27 p.m.

41. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)
 - *Davis v. City*
42. 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 §30-4-70(a)(5)
 - *2222 Main View Apartments*
43. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Executive Management and Leasing, Inc.*

ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-099 - Approving the Honorary Naming of the intersection of Blanding Street and Assembly Street "Judge L. Casey Manning Court"

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-099 - honorary naming - L. Casey Manning (PDF)
- **#b:** JudgeCaseyManning112022 (PDF)

RESOLUTION NO.: R-2022-099

Approving the Honorary Naming of the intersection of Blanding Street and Assembly Street "Judge L. Casey Manning Court"

WHEREAS, the Honorable L. Casey Manning was born in the City of Dillon to Paul Manning, Sr. and Harnethea Bethea Manning. He attended the public schools in Dillon and received a basketball scholarship from the University of South Carolina; and

WHEREAS, the Honorable L. Casey Manning was the first African-American basketball player at the University of South Carolina and was inducted into the South Carolina Athletic Hall of Fame as a member of the class of 2018. He received a Bachelor of Arts degree in political science and history from the University of South Carolina in 1973. He was a scholar athlete throughout his four-year tenure, receiving the Freshman Academic Award, the Outstanding Senior Award and being named in Who's Who Among Colleges and Universities. He received his Juris Doctor degree from the University of South Carolina School of Law in 1977. He has been the radio color analyst for the Gamecock's men's basketball team for over twenty-five years; and

WHEREAS, at the time of his retirement, the Honorable L. Casey Manning will have been the longest serving resident Circuit Court Judge in the Richland County Judicial Center's current location at 1701 Main Street; and

WHEREAS, the Honorable L. Casey Manning has served with distinction on the bench for twenty-eight years to include the Circuit Court Judges' Advisory Committee, S.C. Commission on Judicial Conduct, S.C. Sentencing Guidelines Commission, Hearing Masters, Rules on Judicial Discipline and Standards and the Criminal Docketing Committee; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2022, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the intersection of Blanding Street and Assembly Street "Judge L. Casey Manning Court". The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Councilman McDowell

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

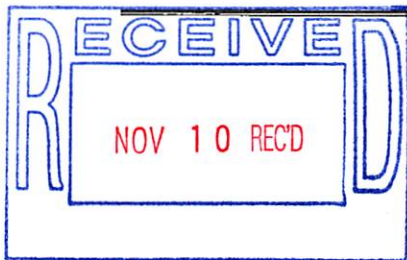


City Attorney

City Clerk

Introduced:

Final Reading:



APPLICATION



HONORARY STREET/FACILITY AND SITE NAMING

Please see submission checklist for materials necessary for application
SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION
 Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

Is the designation: ☒ Street Naming Topper
 (sign will be posted above standard city street signs)
☐ Facility and site naming

Checklist: ☒ Application
☒ Council Member Sponsor
☒ Letter(s) of Support

[Handwritten Signature]
 Applicant Signature*

dbenjamin@SCSCcourts.org
 E-mail Address

DeAndrea Benjamin
 Print Name

1701 Main St. Coler, SC 29201
 Mailing Address

803-576-1746
 Phone Number

11-10-2022
 Date

Check and initial acknowledging application requirements.

- ☒ *hbx* Signage wording cannot exceed twenty-six characters
- ☒ *hbx* Any changes to initial request must be made no more than 20 days prior to ceremony in writing
- ☒ *hbx* Signage wording and resolution will be finalized 15 days prior to ceremony
- ☒ *hbx* Applicant must provide letter(s) of support from neighborhood association, institution or business(s) impacted by the proposed honorary street, facility or site naming

APPLICATION



HONORARY STREET/FACILITY AND SITE NAMING

1. Name of individual or organization to be honored:

Judge L. Casey Manning

2. Name of street, facility or site proposed for designation:

Please list the intersecting street and block number. No more than two signs are permitted per designation.

Blanding Street
1100 Block

Intersecting Street:
Assembly Street

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community:

4. Location, date and time of unveiling ceremony:

Richland County Judicial Center, Dec. 8, 2022, 4:00 p.m.

5. Council Member Sponsor:

Name: Edward H. McDowell, Jr.

FOR STAFF USE:

Council Member Sponsor: ☒ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

RE: Judge L. Casey Manning Street Naming – Significant Community Contributions

The Honorable L. Casey Manning, at the time of his retirement, will have been the longest-serving resident circuit court judge in the Richland County Judicial Center's current location at 1701 Main Street. He has served with distinction on the bench across 28 years, including on the Circuit Court Judges' Advisory Committee; S.C. Commission on Judicial Conduct; S.C. Sentencing Guidelines Commission; Hearing Masters, Rules on Judicial Discipline & Standards; and the Criminal Docketing Committee. Amongst the honors he has received are: Richland County Bar Association Matthew J. Perry Civility Award, South Carolina Association of Justice The Outstanding Contribution to Justice Award (Portrait Fund Honoree), American Board of Trial Advocates Award, University of South Carolina Richard T. Greener Excellence in Athletics Award, and the South Carolina Supreme Court G. Dewey Oxner, Jr. Lawyer Mentoring Award.

Judge Manning was the first African-American basketball player at the University of South Carolina and was inducted into the South Carolina Athletic Hall of Fame as member of the Class of 2018. He received a Bachelor of Arts degree in Political Science and History from the University of South Carolina in 1973 and was a scholar athlete throughout his four-year tenure, receiving the Freshman Academic Award, the Outstanding Senior Award, and being named to Who's Who among college and universities. He received his Juris Doctor degree from the University of South Carolina School of Law in 1977. Judge Manning has been the radio color analyst for the Gamecocks Men's Basketball team for over 25 years.

JEANETTE W. McBRIDE
Clerk of Court

VIRGINIA F BELCHER
Chief Deputy Clerk of Court



MAILING ADDRESS:
POST OFFICE BOX 2766
COLUMBIA, SC 29202-2766

TELEPHONE:
Phone: (803) 576-1950
Fax: (803) 576-1785
TDD (803) 748-4999

RICHLAND COUNTY CLERK OF COURT

Richland County Judicial Center
1701 Main Street, Room 205
Columbia, South Carolina 29201

City Council
City of Columbia, SC
1737 Main Street
Columbia, SC 29201

Dear City Council,

I write on behalf of the Richland County Judicial Center in support of the Honorary Street Naming for the Honorable L. Casey Manning.

Judge Manning has served the Fifth Judicial Circuit, with distinction, for over 28 years. Judge Manning has served in many capacities on the bench, including the Circuit Court Judges' Advisory Committee, and has done much to serve the courthouse and the community. As the proposed street naming impacts the Richland County Judicial Center, I write to support the proposed street naming in my capacity as Clerk of Court for Richland County.

Regards,

A large, stylized handwritten signature in black ink that reads "Jeanette W. McBride".

Jeanette W. McBride



The Supreme Court of South Carolina

DONALD W. BEATTY
CHIEF JUSTICE

POST OFFICE BOX 3543
SPARTANBURG, SOUTH CAROLINA 29304-3543
TELEPHONE: (864) 598-3450
FAX: (864) 598-2202
EMAIL: dbeatty@sccourts.org

November 1, 2022

City Council
City of Columbia, SC
1737 Main Street
Columbia, SC 29201

Dear Members of City Council:

It is my pleasure to write this letter of support for the Honorable L. Casey Manning. As I will explain, Judge Manning is well-deserving of an honorary street naming.

I have known Judge Manning both personally and professionally for several decades. During this time, I have witnessed the tremendous impact Judge Manning has made on our state's legal profession and our judiciary.

While Judge Manning is not one to seek accolades, his accomplishments are extensive. After being admitted to the South Carolina Bar in 1977, Judge Manning served as an Assistant Attorney General and worked in private practice until being elected by the General Assembly as a Circuit Court Judge for the Fifth Judicial Circuit in 1994.

Since 1994, Judge Manning has admirably served the citizens of this state and been an incredible asset to our judiciary. In addition to carrying a significant workload as a circuit court judge, Judge Manning found time to volunteer in the community as well as serve on the Circuit Court Judges' Advisory Committee, the South Carolina Commission on Judicial Conduct, the South Carolina Sentencing Guidelines Commission, Hearing Masters, Rules on Judicial Discipline and Standards, as well as the Criminal Docketing Committee. In each of these roles,

Judge Manning exhibited an unwavering commitment to improving our system of justice.

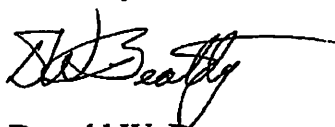
Judge Manning's contributions are not limited to his efforts on these commissions and committees. Throughout his career, Judge Manning has advocated to increase diversity in our state's legal profession. Additionally, as a seasoned circuit court judge, Judge Manning continues to serve as a mentor to newly elected circuit court judges as well as new lawyers. By imparting his knowledge and experience, Judge Manning has been instrumental in the professional lives of these individuals.

As evident by Judge Manning's impressive career as a lawyer and as a judge, it is clear he has dedicated his life to bettering his local community as well as the entire state. I truly believe the Judicial Branch is stronger because of judges like him.

Given Judge Manning's decades-long service to our state, I believe it is only fitting to name a street honoring him. It is without hesitation that I recommend Judge Manning be recognized in this manner.

Please feel free to contact me should you need any additional information or would like to discuss my support for Judge Manning.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Beatty", with a long horizontal flourish extending to the right.

Donald W. Beatty

McCULLOCH & SCHILLACI
ATTORNEYS AT LAW

1116 BLANDING STREET
P.O. BOX 11623 (29211)
COLUMBIA, SC 29201
(803) 779-0005 • FAX (803) 779-0666

JOSEPH M. McCULLOCH, JR.
joe@mccullochlaw.com

KATHY SCHILLACI
kathy@mccullochlaw.com

November 14, 2022

Delivered Via Email

The Honorable Danile Rickenmann
c/o Chanique J. Belton
1737 Main Street
Columbia, SC 29201
chanique.belton@columbiasc.gov

RE: Judge Casey Manning

Dear Mayor Rickenmann:

I endorse and encourage the City to approve the street naming in honor of Judge Manning's years of service and retirement. I've known Judge Manning for only 50 years, and respect him tremendously.

Sincerely,



Joseph M. McCulloch

JMM/erg



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: City Council Office

FROM: *Chanique Belton, Legislative Chief of Staff*

SUBJECT: The Cooperative Ministry 40th Anniversary Proclamation -
The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** CoopMinistry Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, the City of Columbia recognizes that non-profits give shape to a community's boldest dreams, highest ideals, and noblest causes and feed, heal, shelter, education, inspire, enlighten, and nurture people of every age, gender, race, and socioeconomic status; and

WHEREAS, The Cooperative Ministry was formed in 1982 by five downtown Columbia churches to establish a cooperative method of administering assistance to the needy with the first services provided Monday, September 20, 1982 ; and

WHEREAS, The Cooperative Ministry has expanded its mission to increase the economic self-sufficiency of people experiencing poverty in the Midlands through crisis assistance and sustainability programs; and

WHEREAS, The Cooperative Ministry completes its mission by providing financial assistance and empowerment services, free clothing for work and school, emergency food, career improvement assistance, free income tax preparation services, insurance counseling, and budget counseling; and

WHEREAS, the City of Columbia applauds The Cooperative Ministry's debt-free status and that 90 percent of expenses support program services; and

WHEREAS, the City of Columbia celebrates the work of The Cooperative Ministry's local board of directors, staff members, and volunteers, including the leadership of Beth H. Irick, Chief Executive Officer.

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby celebrate

The 40th Anniversary of The Cooperative Ministry

in the great City of Columbia and urge my fellow citizens to recognize and participate in celebrating its long-standing service to our community.

Daniel J. Rickenmann
Mayor

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

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Joe E. Taylor, Jr.
District IV, Council



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: City Beautification Project Update - Mr. Robert Anderson,
Public Works Director and Mr. James Bennett, Midlands
Business Leadership Group

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Beautification December 6 (PDF)



Current Practices

- **Mowing Crews**
 - Aim for 14 day Mowing Cycle
 - Aim for 14 Day Bed Maintenance
- **Bed Mulching**
- **Yearly Annuals**
 - Conversion to Perennials
- **Shrub Trimming**
- **Edging Crews**
 - Currently 1 (adding additional crew back)
 - Focus on Main Thoroughfares
- **Tree Removals**
 - Generally after Health Assessment
- **Curb Painting**
 - 1 Crew that also does Sign Replacement
- **Notifications for Right of Way Maintenance**



Future Projects

- **North Main**

- Anthony to Columbia College

- **Elmwood**

- Gadsden to Sumter
 - Replanting

- **Green Street/Green Street Bridge**

- Gadsden to Huger

- *South Main*

- *Five Points*

- *Assembly Street*

Initiatives/Opportunities

■ Forestry Division

- Contracting mowing on larger areas
 - Harbison - 2022
 - I-126
 - Garners Ferry
 - I-277

■ City Crews Re-focus

■ Partnerships

- USC
 - Green Street
 - Lincoln Street
- CCP
- Local Garden Club Designs

■ City Hall/1800 Main

- New Planters/Design
- Seasonal Flowers



Initiatives/Opportunities

- **Tree Removal**
 - 1500 Main Street
 - Communication/Notification
- Employee Introduction
 - Brian Neiger
- **SCDOT/City Collaboration**
 - Meetings
 - Pilot Program
 - Cleaning and Painting
 - Gervais and Huger
- **Business/Corridor Challenges**
- **Code Enforcement**
 - Pilot Program



Initiatives/Opportunities

■ Solid Waste

■ Increase Litter Collection

- Temporary Labor

■ Leaf Season 2022

- Weather
- Staffing Levels
- Equipment
- Equipment Challenges
- Additional Service
 - Placing Hook-Lift Containers at Specified Locations
 - Remaining at Location for 1 week
 - Notification of Residents



Initiatives/Opportunities

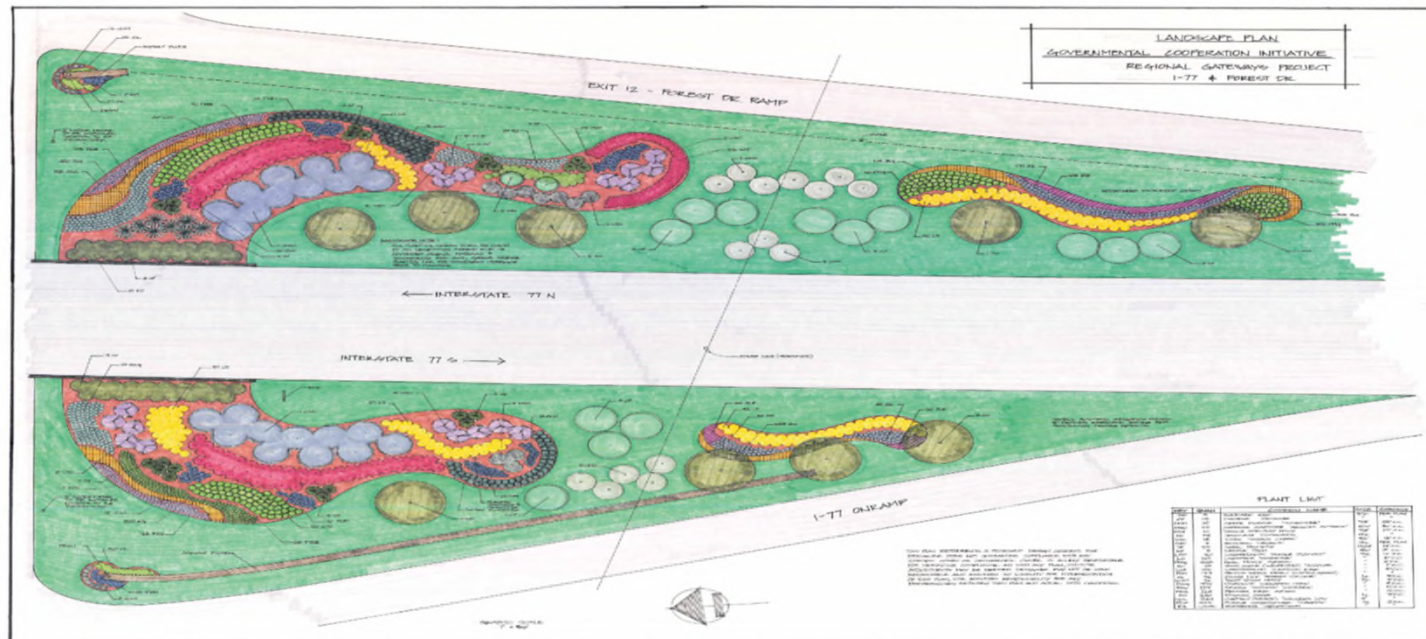
■ Welcome to Columbia Signage

- Budget \$500,000
- Goal is to Standardize Signage
 - Primary
 - Secondary
 - Smaller Entrances
- RFP Specifications Developed
 - Company will work with City staff to seek input
 - Provide at least two (2) initial design concepts of signs for review
 - Upon selection of preferred design, make adjustments (1) final design drawing of each category to include color specifications, fonts, exact dimensions, letter heights, materials, mounting details and material performance standards with written statements explaining the rationale for design choices for entrance signs.
 - Presentation on the final design selected during a work session to City Council for their feedback.
 - Demonstrate material selected for use is made for minimal maintenance.
 - Provide stamped engineered drawings and specifications for fabrication, lighting, landscaping, irrigation, and/or signs.

■ Sign Removal (Sign Litter)

Initiatives/Opportunities

- Midlands Business Leadership Group (MBLG)
 - Introduction
 - James Bennett
- Funding for Maintenance of Projects is Currently Budgeted





We Are Columbia

MEETING DATE: December 6, 2022

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:** Capital City/Lake Murray Country 2022 Commercial



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Annual Software Maintenance Support for Mobile Area Routing and Vehicle Location Information System (MARVLIS) Contract, as requested by the Columbia Police Department on October 21, 2022. Award to Bradshaw Consulting Services, Inc. in the amount of \$80,421.88, which includes a 3% increase. This firm is located in Aiken, SC.

REQUISITION NO.: R219393

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$80,421.88.

CLEAN WATER 2020?: No

We respectfully request Council's approval to Purchase the Annual Maintenance for the period of 11/2/2022- 11/1/2023.

MARVLIS Software and Support	
Base Price	\$80,421.88
SC State Taxes	\$0.00
PO Total	\$80,421.88

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

ATTACHMENTS:

- **#b:** MARVLIS Quote R219393 (PDF)

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE NUMBER: 9180

INVOICE DATE: 9/28/2022

BILL TO:

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	MARVLIS Maintena...	Annual MARVLIS Maintenance to cover renewal service period: 11/2/2022 - 11/1/2023 MARVLIS Software Maintenance: Deployment Monitor Seat Lic Ref.: PO# 184250	265.23	265.23
75	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 137991	89.55413	6,716.56
75	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 137991	214.92947	16,119.71
35	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 142367	89.55286	3,134.35

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE NUMBER: 9180

INVOICE DATE: 9/28/2022

BILL TO:

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 142367	214.92943	7,522.53
22	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P145930	90.61273	1,993.48
22	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P145930	221.37773	4,870.31
3	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P147778	86.95	260.85
3	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P147778	208.67	626.01

Please make all checks payable to BCS.

TOTAL

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2170 Woodside Executive Ct. Aiken, SC 29803*

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2170 Woodside Executive Ct.

Aiken, SC 29803

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FAX: 803.641.1919

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Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
33	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Runtime Software Rc. PO# 147999	86.94606	2,869.22
33	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147999	208.66939	6,886.09
4	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P148240	86.945	347.78
4	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P148240	208.67	834.68
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P147744	86.945	173.89

Please make all checks payable to BCS.

TOTAL

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2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

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Attn: Accounting Dept.
PO Box 147
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SHIP TO:

City of Columbia
Police Department
#1 Justice Square
Columbia, SC 29201
Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147744	208.675	417.35
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P111702	89.55371	3,134.38
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702	167.16743	5,850.86
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS AVL Secondary Server Ref.: PO# 111702	2,865.73	5,731.46
14	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client w/ Esri Runtimes Ref. PO# 158763	287.005	4,018.07

Please make all checks payable to BCS.

TOTAL

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P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P168953	270.53	541.06
26	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169080	270.52962	7,033.77
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169489	270.53	541.06
1	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P170603	270.53	270.53
1	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P183400	262.65	262.65

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TOTAL

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P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/1/2022	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		Please Note: BCS has been able to maintain fixed maintenance cost for many years but, because of increasing cost of doing business, we have recently had to institute a policy of increasing software maintenance prices by 3% a year. Current quote reflects this increase. Please note next Annual Renewal Billing for Period 11/2/2023 - 11/1/2024 will reflect a 3% cost increase and every renewal year thereafter will increase by 3% each renewal year.		

Please make all checks payable to BCS.

TOTAL \$80,421.88

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Agreement for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on October 21, 2022. Award to Environmental Systems Research Institute, Inc., using the State Contract in the amount of \$110,000.00. The term of this agreement is three years. This vendor is located in Redlands, CA.

REQUISITION NO.: R219401

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$46,640.00; Police Administrative Services – Computer Equipment/Hardware (1012402-627500) \$3,630.00; Development Services – Maintenance & Service Contracts (1014101-638200) \$3,740.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$28,270.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,700.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,447.50; Public Works Administration - Software Licenses (1011124-627510) \$2,062.50; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$14,190.00; Streets-Storms – Maintenance & Service Contracts (5534203-638200) \$220.00; Emergency Management - Software Licenses (1012201 - 627510) \$1,100.00. The original budget amount is \$110,000.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this agreement using the Small Municipal and County Government Enterprise Agreement within the State Contract, Vendor, Environmental Systems Research Institute, Inc.

ATTACHMENTS:

- **#a:** ESRI Contract (PDF)

- #b: ESRI_State Contract 4400018892 (PDF)



Quotation # Q-481195

Date: October 17, 2022

Customer # 22711 Contract #

City of Columbia
IT
1136 Washington St
Columbia, SC 29201-3215

ATTENTION: Sung-Jun Kim
PHONE: (803) 545-3266
EMAIL: sungjun.kim@columbiasc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 10/17/2022 To: 1/15/2023

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$110,000.00	\$110,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 2	\$110,000.00	\$110,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 3	\$110,000.00	\$110,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$330,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$330,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Blake Pierson

Email:

bpierson@esri.com

Phone:

(909) 793-2853 x8628

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 10 ArcGIS Insights in ArcGIS Enterprise
 10 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Tracker for ArcGIS Enterprise
 100 ArcGIS Tracker for ArcGIS Online
 6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 6 ArcGIS Utility Network User Type Extensions (Enterprise)
 6 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Columbia, SC
(Customer)
By: Teresa B. Wilson
Authorized Signature
Printed Name: Teresa B. Wilson
Title: City Manager
Date: 10/21/2022

APPROVED AS TO FORM

Angeline M. Paduch
Legal Department, City of Columbia

10-18-2022
#22014552

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a new Contract for Citywide Multifunctional Copier Device Services, as requested by the Information Technology Department on August 23, 2022. Award to Ricoh USA, Inc. in the amount of \$269,143.56. The term of this contract is from January 1, 2023 to December 31, 2023. This company is located in Columbia, SC.

REQUISITION NO.: R219796

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200. The original budgeted amount is \$269,143.56.

ATTACHMENTS:

- **#a:** City_of_Columbia_MFD_Proposal_Updated (PDF)
- **#b:** Ricoh Copier Contract (PDF)
- **#c:** Copier_Memo2022 (PDF)

City of Columbia MFD Fleet Proposal

November 21, 2022

City of Columbia



RICOH
imagine. change.

EXECUTIVE SUMMARY

CITY OF COLUMBIA GOALS AND OBJECTIVES

- Partner with a supplier with the demonstrated expertise, technology, resources, and commitment to perform the comprehensive scope of the pre-determined services
- Be able to make modifications, when necessary, and grow with the needs of the City
- Implement digital technology via a single platform, to include 95 network-based multifunction units along with a security access control feature that is manageable centrally

THE RICOH SOLUTION

Ricoh IM Series Multifunction Printers

- (75) IMC3500 Color Laser Multifunction Printers
- (20) IMC6000 Color Laser Multifunction Printers

Ricoh's newly launched IM Series, best-in-class, multifunction devices focus on our customers' needs with a secure platform, flexibility to support complex workflows, and the ability to keep the device current with the latest available technology & workflow solutions. The new Smart Operation Panel (SOP) provides a faster and friendlier, intuitive customer experience. The latest advanced RICOH Intelligent Support capabilities maximize device uptime and availability. These systems support mobile workforce with the latest simplified connectivity including Mopria and Google Cloud Print.

Equipment Highlights

- New 10.1" customizable SOP with a more intuitive menu layout and faster response time
- Integrated Security features that support key customer data and network security needs to help ensure compliance with mandated information security requirements
- Ability to upgrade latest technological enhancements and apps via RICOH Always Current Technology
- RICOH's Intelligent Support capabilities, when enabled, for better system uptime and availability
- Application Site allows admins to browse, download, install and update single function apps
- Improved workplace productivity with optional Cloud Workflow Solutions that initiate a document workflow at the device or scan documents effortlessly to email or directly to a cloud account, such as Box™, Dropbox™, Office 365, GoogleDrive™ and more.

Kofax Control Suite Print Management Solution

The Control Suite, server-based print management and cost recovery solution, measures, monitors, and manages document output on your network.

Solution Highlights

1. Mitigate and minimize security risks by enforcing user-centric print and capture policies
 - Enables follow-you printing, ensuring workers can print and pick documents on-demand anywhere, anytime
 - Secures device with user-based authentication and access controls via mobile devices, or a touch-screen or card reader on the MFP
 - Delivers advanced information protection such as watermarking, encryption and user information stamping
2. Reduce hard print and labor costs, while increasing workforce productivity
 - Information monitoring
 - Information redaction
 - Secure document quarantine and release
3. Minimize the risk of failed compliance audits
 - Offers file quarantine and other data loss prevention methods
 - Tracks all print, capture and routing activities in configurable reports
 - Establishes chain of custody, documenting who has submitted or printed information
4. Provide a unified user experience for managing information print, capture, and routing
 - Offers single installer and consistent user experience for administering print, capture and workflows

- Provides a single mobile app for users to manage their print, capture and routing needs
 - Supports on-premise or cloud deployments
5. Simplify and centrally manage mixed MFP fleets
- Makes user authentication easy and robust via a single, integrated authentication platform
 - Allows IT to easily control and enforce print, capture and routing controls across any MFP devices
 - Offers the business visibility into print and data capture behavior and costs
 - Creates a consistent user experience across all MFP devices, increasing usability

Our proposed solution includes the following components:

- (75) Ricoh IMC3500 Color Multifunction Printers with required accessories to include:
 - Color printing
 - Monochrome by default
 - Color scanning to network share
 - Color copying
 - Duplex
 - Faxing
 - External Finisher (staple / hole punch)
 - One paper tray (8.5" x 11")
 - Three paper trays (up to 11" x 17")
 - Manual feed / bypass paper trays
 - Document feeder for copy / scan
 - Ability to print envelopes / labels from bypass tray AND (4) paper trays
 - Secure Print (w/ ADS integration)
 - HID iClass card reader (for use w/ Secure Print and ADS integration)
- (20) Ricoh IMC6000 Color Multifunction Printers
 - Color printing
 - Monochrome by default
 - Color scanning to network share
 - Color copying
 - Duplex
 - Faxing
 - Finisher (staple / hole punch)
 - One paper tray (8.5" x 11")
 - Three paper trays (up to 11" x 17")
 - Additional large capacity side paper tray (1,500 sheets)
 - Manual feed / bypass paper trays

- Total paper capacity 3,800 sheets
 - Document feeder for copy / scan
 - Ability to print envelopes / labels from bypass tray AND (4) paper trays (not available on large capacity tray)
 - Secure Print (w/ ADS integration)
 - HID iClass card reader (for use w/ Secure Print and ADS integration)
-
- Kofax Control Suite – Intelligent Print Management Solution (5 years of licensing maintenance and support)
 - Centralized authentication: automated, secure and compliant print controls
 - Mobile authentication for BYOD support
 - Static watermark capability to improve security
 - Intelligent print rules to help reduce costs
 - Print audit trail and reporting to improve compliance
 - Web-based UI for advanced usability
 - Sharepoint Connector

PRICING INFORMATION

**60-month term based on NASPO Contract #140602 / State of SOUTH CAROLINA
PA #4400024450**

60-Month Term: \$22,428.63/Month

Includes -

300,000 black & white images and 80,000 color images

Additional image cost - \$0.0049 B/W and \$0.032 Color

**Property taxes are included*

***Ricoh understands that, once a new contract PO is issued, the City may need to continue their current agreement in month-to-month status. Due to possible inventory constraints, Ricoh would like to offer a **\$3,155.55** monthly reduction of the current contracted payment until ALL new contracted products are delivered /installed and commencement of the new contract begins.

MANUFACTURER'S BROCHURES AND SPECIFICATIONS DATA

RICOH IM C3500 DATA SHEET



Ricoh_IM_C3500_Data_Sheet_High_Res_

RICOH IM C6000 DATA SHEET



Ricoh_IM_C6000_Data_Sheet_High_Res.i

RICOH INTELLIGENT DEVICES



introducing_RICOH_Intelligent_Devices.

KOFAX INTELLIGENT PRINT MANAGEMENT SOLUTION / CONTROL SUITE



ds_kofax-equitrac_en.pdf



Statement of Work

ControlSuite

Created for:
City of Columbia

November 11, 2022

SOW DR/CPQ #
DR30850799

Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the ControlSuite project (the "Project") at City of Columbia ("Customer").

This SOW outlines the Project scope and costs. The costs outlined in this SOW are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project. If there are any desired deliverables not listed in this SOW, Ricoh will manage those requests via our [Change Control](#) ("CO") process (which may be billable).

Project Objective

The main objective of the Project is to install ControlSuite to provide the following:

- Replacement of Equitrac 5.6 with Kofax ControlSuite
- Secure print and Scan to Me
- Card reader authentication
- Deliver and install up to 94 new Ricoh MFPs at up to 40 customer locations and remove up to 92 corresponding legacy devices

Project Scope

Services Included in the Project Scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the Project. See below under "Services Detail" for a complete description of these tasks.

1. Project Management
2. Design
3. Implementation

Customer Location

The following Customer location is included in the scope of this Project.

1924 Calhoun Street, Columbia, SC 29201

Services Detail / Project Scope

The following are the services and tasks that Ricoh will perform to fulfill the defined deliverables in this SOW (the "Services"). Ricoh shall provide the Services on a remote basis.

1. Project Management

Ricoh will provide a Project management resource, throughout the Project lifecycle, to coordinate the delivery and integration of Ricoh components of the solution utilizing the Ricoh Project timeline/schedule and deliverable lists of Ricoh components. This resource will act as single point of contact for the Customer Project lead to ensure that Project requirements are met and for reporting and resolution of all Project issues as well as coordinate and manage the activities of Ricoh personnel. The Ricoh Project management resource will review SOW with Customer at Project kickoff.

The implementation Project Plan/Timeline is based on deploying an average of 10 devices per day, not to exceed a total of 15 devices. This deployment approach is used to plan Project resource allocations to achieve the Project Plan/Timeline. Changes that have an impact on Project budget and/or Project timelines will require use of the [Change Control](#) process described in this SOW.

Deliverable(s): SOW review with Customer resources at Project kickoff
Project plan/timeline
Resource Matrix with Escalation Path

2. Design

Ricoh and Customer Project team members will jointly gather, develop, and finalize the technical requirements for the Project including the validation of the preliminary requirements and configurations. These requirements will be translated into a technical design document ("TDD"). If applicable, the TDD will also include a User Acceptance Test ("UAT") plan, defined in the appendix, the Customer will utilize during the UAT phase of the project. Any changes to the Project scope are identified during this phase, Ricoh will address via the [Change Control](#) process.

Initial design includes 1 CAS server and 2 DRE/DCE server. Ricoh implementation will determine final technical design with customer IT on the number of servers to support the expected 94 Ricoh devices.

Deliverable(s): TDD for Customer review and approval

3. Implementation

In this phase, Ricoh will install, configure, and test the solution as defined in the TDD and approved by Customer, as follows:

- Support for up to 2300 Users
- Included setup on 94 embedded devices
- Included setup on 94 USB Card Readers
- Scanning will include the following options. Send to Scan-To-Me in the following formats PDF
- Follow-You secure printing is included.
- The Control Suite solution will provide self-signed certificates for all the solution components.

Deliverable(s): Installed solution according to the specifications in the TDD and provide preliminary system testing and demonstrate compliance with requirements from the TDD.

Once installation, configuration, and testing are complete, Customer will conduct the user acceptance testing (“UAT”) as discussed below. The order sequence of UAT and training will be identified and noted in the Project plan.

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the “Train the Trainer” sessions for all remaining users.

Deliverable(s): Completed delivery of User Acceptance Testing. “Train the Trainer” end user training session. Software Solution Administrative Training. As-Built project specific documentation.

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for the Customer to test the Project from a functional standpoint, prior to company-wide production rollout, to verify that all the features documented are working as specified in the UAT test plan defined in the TDD. As a standard, UAT consists of testing the installed application with a subset of no more than 5 users and 1 device for a period of up to 3 business days.

UAT support for any new functionality or desired enhancements outside of the TDD will be handled with the established [Change Control](#) process.

Prior to production rollout, Ricoh will request signoff of the UAT phase of the project per the mutually approved Project plan/timeline.

Deliverable(s): Acknowledgement of a working system per the UAT test plan, and any subsequent change orders (“CO”) via Customer signoff of completion of UAT testing.

Production Rollout

After UAT is complete, the Project will be deployed to the remaining users and devices in production as described in the mutually approved Project plan/timeline.

At completion of production rollout, Customer will need to execute the Solution Delivery Acceptance (“SD&A”) form.

After the new Project is deployed in the production environment, Ricoh will transition Customer to technical support for the Software via the Ricoh Software Enterprise Support Center (“SESC”). Details on the SESC can be found [here](#).

Deliverable(s): Working solution as outlined in this SOW
Documentation of transition to steady state support

Customer Roles and Responsibilities

Any successful Project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer’s Project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Sponsor

Customer will provide a designated Project sponsor who will have policymaking and budgetary authority for the Project and will be responsible for the success of the Project (including participation/delegation of status calls and/or review of status reports).

Project Lead

Customer will provide a designated Project lead who will:

- Support the development of the TDD
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Assist with the [Change Control](#) process for those tasks that are outside the scope of the Services and the TDD, including obtaining authorized signatures for COs.
- Coordination of Customer authorized signoff of each phase and milestone if required before commencement of another phase or milestone.
- Provide a list of key resources with their contact information for areas affected by the Project to the Ricoh Project lead prior to the Project kickoff.

End User Representative

Customer will designate an end user representative who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Project Scope Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator / Technical Support

Customer will designate a representative(s) who will:

- Provide Ricoh a system administrator during implementation.
- Provide Ricoh with local area network ("LAN") access and participate in the personal computer ("PC") workstation software configuration.
- Provide Ricoh with system access and participate in the software installation.
- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh Project team during the system integration test and UAT as necessary.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.
- Ensure the network is in proper working order in a stable environment.
- Execute appropriate backups of the development, test, and production environments, if applicable.
- Ensure appropriate virus protection is enabled throughout the Project.
- Ensure accuracy of data/information supplied to Ricoh.
- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.
- Provide all training not listed in this SOW to the end users.
- If this SOW is dependent upon the availability of certain hardware, software, data, or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.

Completion Criteria

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice"). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice.
- This SOW is terminated in accordance with Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination.

Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customer's failure to respond within the 5-business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period. Customer shall, as soon as reasonably practicable after such redelivery (but in no event later than 5 business days thereafter), accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

Change Control

Changes to the scope of the Project or Services shall be made only in a written CO signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following is the process to follow if changes to components within the scope of this SOW are required.

- A CO will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project or Services.
- The designated Project lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both the Ricoh and the Customer Project leads will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of the changes.

Project Assumptions

To execute the Project successfully, several key assumptions have been made:

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If while delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.
- All discussions of Project duration are dependent upon a timely reception of requisite purchase orders ("POs") and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will start work once this SOW has been signed and a purchasing agreement received.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Required Services provided outside of these hours have not been included in the costs.
- Server(s) hosted on Premises
- High Availability, redundancy, load balancing and failover is NOT included in the scope of this project
- Equitrac to be installed in a single Domain environment
- Equitrac v6 will use ControlSuite Print
- Customer agrees to have all windows print queues created and tested before the start of the project

- Customer agrees to purchase additional time and material to have service team update the firmware.
- The customer's authentication method has been verified to work with Equitrac
- Billing codes are not included with this project
- Rules and Routing are not part of this project
- MAC printing is not included in this project
- Guest printing is not part of this solution
- Mobile printing is not part of this solution
- Client agrees to add firewall port exceptions for Control Suite Equitrac server communication.
- Client agrees to add Anti-Virus exceptions to required solution folders and files.
- Student payment integration not included in the project.

Professional Services Fees

The level of effort to install this Project as outlined in this SOW will be delivered via a deployment retainer. The number of hours included to deploy this Project listed in the retainer amount below is based on Ricoh's experience and the scope detailed in this SOW. If the scope changes or the effort to deploy the Project is greater than the estimate, Ricoh will address via our Change Control process (that may be billable at Ricoh's standard hourly rate).

Deliverable Description	Installation Deployment Retainer	Project Management Retainer
Retainer Amount	140	164

Customer acknowledges and agrees that the Fees for the Services to be provided by Ricoh under this SOW have been established by Ricoh and included in the lease payment set forth in the applicable lease agreement between Customer and Ricoh Financial Services or another third-party lessor, as applicable. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

Payment Schedule

The Fees are included in the lease payment in accordance with payment terms in the applicable lease agreement.

Retainer Notes

- All hours must be used within (180) days of execution date of this SOW.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 5:00 pm local time). Off hours, weekend, holiday, etc. are not included.
- Once the hours have been depleted, additional time can be purchased at Ricoh's contracted retainer rate.

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions as noted in the NASPO Contract #3091 / SC PA #4400010730

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 11/22/2022

Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

Craig Johnson	Digitally signed by: Craig Johnson DN: CN = Craig Johnson email = Craig.Johnson@ricoh-usa.com Date: 2022.11.11 16:24:37 -05'00'	
	Authorized Ricoh Signature	Date
	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.



Information Technology

1401 Main St., Suite 1000 | Columbia, South Carolina 29201
Phone: 803-737-4210 | Fax: 803-737-4228

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

FROM: Ms. Sylvia White, Chief Information Officer

DATE: November 30, 2022

SUBJECT: Recommendation for Approval - Ricoh Multi-Function-Device
(Copier) Contact (2022-2027)

BACKGROUND:

The City of Columbia uses Ricoh Multi-Function-Devices (copiers) as the City's standard for production of paper documents. These devices include functions such as, but not limited to, photocopying, printing, scanning, facsimile, and finishing functions such as hole-punching and stapling. The Information Technology Department maintains a centralized management solution to maintain accurate usage information, document processing, and reporting for various departments.

DISCUSSION:

The Multi-Function-Devices are used by all areas of the City of Columbia for City business functions. This includes examples such as:

- Photocopying of existing printed materials.
- Printing of normal department documents, reports, contracts, etc.
- Printing of specialized documents: Business Licenses, Dockets, Warrants, etc.
- Scanning of printed materials for business functions.
- Scanning of printed materials for preservation of records.
- Facsimile functions to transmit and receive documents from other agencies.
- Finishing functions for production: duplexing, hole-punching, stapling, etc.

BUDGETARY CONTEXT:

The yearly cost of agreement, \$269,143.56, to be paid from Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200.

ATTACHMENTS:



City_of_Columbia_F
leet_Proposal_Upda



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Director*

SUBJECT: Council is asked to approve the Annual Renewal of Computer Aided Dispatch Software Maintenance Services, as requested by the Columbia - Richland 911 Communications Center on November 10, 2022. Award to CentralSquare Software Technologies in the amount of \$281,391.43, which does not include an increase. This firm is located in Lake Mary, FL.

REQUISITION NO.: R219675

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City Emergency Communications/311-Maintenance and Service Contract (1012701-638200) \$140,695.72 and County Emergency Communication-Maintenance and Service Contract (2082702-638200) \$140,695.71. The original budget amount is \$281,391.43.

FOCUS AREAS: Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** LEGAL REVIEW APPROVED - Central Square Renewal Agreement 2023 (PDF)
- **#b:** ACM Approved Centralsquare invoice (PDF)
- **#c:** APPROVED Agreement - City Manager (PDF)



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

9.a

Invoice No (1 of 1)

368467

Date

11/8/2022

Page

1 of 7

Bill To

Columbia-Richland 911 Communications Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Ship To

Columbia-Richland 911 Communications
Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

	Description	Units	Rate	Extended
Contract No. Q-117323				
1	Escrow Fee - Annual Subscription Fee Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$950.00	\$950.00
2	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Links Streets Utility Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
3	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Interface Manager License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
4	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR AVL Interface (New Custom) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$13,623.41	\$13,623.41
5	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee DR ANI/ALI Interface License (Positron) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68
6	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Dispatcher/Call Taker Client SWL Maintenance: Start:12/1/2022, End: 11/30/2023	24	\$3,027.42	\$72,658.20
7	Inform CAD Auto Dispatch Annual Maintenance Fee - Annual Maintenance Fee Dispatch Rules Module (included in base CAD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
8	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Custom MDC Interface License (Motorola PMDS-RCSO) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$12,715.17	\$12,715.17

APPROVED AS TO FORM

Legal Department City of Columbia, SC
11/22/2022

Invoice No (1 of 1)

368467

Date

11/8/2022

Page

2 of 7

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Center (CRCC), SC
Columbia-Richland 911 Comm Center
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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

	Description	Units	Rate	Extended
9	Controlling Dispatcher Module Annual Maintenance Fee - Annual Maintenance Fee Controlling Dispatcher Module (included in base CAD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
10	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (Zoll) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
11	Inform CAD Disaster Recovery Position License Annual Mainten - Annual Maintenance Fee Local Back-up Server SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$3,027.42	\$3,027.42
12	NCIC/State Message Switch Server Software - Inform RMS Annua - Annual Maintenance Fee NCIC/State Message Switch Server SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$15,137.13	\$15,137.13
13	NCIC/State Query Position for Inform CAD Annual Maintenance - Annual Maintenance Fee NCIC/State Query User Module Maintenance: Start:12/1/2022, End: 11/30/2023	31	\$151.37	\$4,692.50
14	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee Paging Interface License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68
15	Inform CAD Protocol Annual Maintenance Fee - Annual Maintenance Fee Protocol Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,270.57	\$2,270.57
16	Inform CAD Quickest Path Module Annual Maintenance Fee - Annual Maintenance Fee Quickest Path Unit Recommendation Module Maintenance: Start:12/1/2022, End: 11/30/2023	39	\$302.74	\$11,806.96



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

9.a

Invoice No (1 of 1)

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Date

11/8/2022

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3 of 7

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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

	Description	Units	Rate	Extended
17	Inform CAD Disaster Recovery Position License Annual Mainten - Annual Maintenance Fee Remote Back-up Server SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$3,027.42	\$3,027.42
18	Inform CAD Snapshot Module Annual Maintenance Fee - Annual Maintenance Fee Snapshot Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$756.85	\$756.85
19	Inform CAD Standard Operating Procedure (SOP) Annual Mainten - Annual Maintenance Fee SOP Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,270.57	\$2,270.57
20	Standard EMD Integration Annual Maintenance Fee - Annual Maintenance Fee Standard EMS Integration Maintenance: Start:12/1/2022, End: 11/30/2023	24	\$139.31	\$3,343.53
21	Std Inform CAD Motorola MCC 7500 Console Radio Interface Ann - Annual Maintenance Fee Standard Inform CAD Motorola MCC 7500 Console Radio Interface Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$3,503.45	\$3,503.45
22	Std Push-to-Talk Interface (Motorola Gold Elite and MACOM on - Annual Maintenance Fee Standard Push to Talk Interface License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$6,054.86	\$6,054.86
23	Inform CAD System Status Management (SSM) Module Annual Main - Annual Maintenance Fee System Status Management Module (included in base CAD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
24	Inform CAD Test or Training System (Add On) Annual Mainten - Annual Maintenance Fee Test/Training Client SWL Maintenance: Start:12/1/2022, End: 11/30/2023	8	\$908.23	\$7,265.82

Invoice No (1 of 1)

368467

Date

11/8/2022

Page

4 of 7

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Columbia-Richland 911 Communications Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Ship To

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	Description	Units	Rate	Extended
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26	Inform CAD Unit Swap Module Annual Maintenance Fee - Annual Maintenance Fee Unit Swap Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$756.85	\$756.85
27	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee VlsiCAD Primary Server Multi Agency License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$9,082.28	\$9,082.28
28	Inform CAD Browser Annual Maintenance Fee - Annual Maintenance Fee VisiNet Browser Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$7,568.57	\$7,568.57
29	Inform Browser Reports Module Annual Maintenance Fee - Annual Maintenance Fee VisiNET Browser Reports Module (included in new sales) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
30	Inform CAD Administrator Position License Annual Maintenance Fee - Annual Maintenance Fee Administrator Client SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
31	Std Inform CAD OuterLink Flight Following Integration Annual - Annual Maintenance Fee Advanced Timers-Flight Following Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
32	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee ANI/ALI Interface License (Positron) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68

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5 of 7

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34	Inform Mobile AVL Only Device License Annual Maintenance Fee - Annual Maintenance Fee AVL Interface (New Custom) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$13,623.41	\$13,623.41
35	Arcserve High Availability for Enterprise OS Servers - Gover - Annual Maintenance Fee CA Arcserve High Availability for Enterprise Maintenance: Start:12/1/2022, End: 11/30/2023	3	\$1,858.57	\$5,575.70
36	Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee CAD Mapping Support Fees Maintenance: Start:12/1/2022, End: 11/30/2023	36	\$18.52	\$666.79
37	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (Firehouse RMS for CFD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
38	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (visionAir RMS to CPD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
39	Inform CAD Documents and Attachments Module Annual Maintenan - Annual Maintenance Fee File Attachments Module for Test/Training Environment for CAD & Mobile Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$681.17	\$681.17

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6 of 7

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41	Inform CAD Documents and Attachments Module Annual Maintenance - Annual Maintenance Fee File Attachments Module for Disaster Recovery Environment for CAD & Mobile Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$681.17	\$681.17
42	Event Playback (GIS Playback) Module Annual Maintenance Fee - Annual Maintenance Fee Event Playback Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,270.57	\$2,270.57
43	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Link for Response Area Polygons Import Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
44	Inform CAD Disaster Recovery Position License Annual Maintenance - Annual Maintenance Fee DR Interface Manager License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
45	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR Custom MDC Interface License (Motorola PMDS-RCSO) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$6,054.86	\$6,054.86
46	Inform CAD GeoFile Cross Reference Module Annual Maintenance - Annual Maintenance Fee Geofile Cross Reference Module (point in polygon) Maintenance: Start:12/1/2022, End: 11/30/2023	39	\$75.69	\$2,951.75
47	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee DR Paging Interface License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68



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RB#364259

**Please include invoice number(s) on your remittance advice,
made payable to Tritech Software Systems**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$260,547.62

Tax \$0.00

Invoice Total \$260,547.62

Payments Applied \$0.00

Balance Due **\$260,547.62**

Invoice

9.a

Invoice No (1 of 1)

368467

Date

11/8/2022

Page

7 of 7



November 22, 2022

Columbia Richland 911 Communications Center (CRCC)
2020 Hampton St.
Columbia, SC 29202

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which will expire on November 30, 2022. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. **This Renewal of Software Support Agreement Amendment and applicable support fees must be signed, paid and returned by December 30, 2022** to avoid any interruptions in the software support and maintenance services provided by TriTech.

Payment

For your convenience, we have enclosed an invoice for the full amount of \$263,372.62 for the TriTech Support Services Renewal Fees covering 12-month period, beginning December 1, 2022 through November 30, 2023.

The Support Renewal Agreement for TriTech Support Services is based upon the attached TriTech Software License Products and Fees (Invoice(s) 368467 and 368468).

If you have any questions or would like to add additional software and/or services, please contact your Customer Success Manager at (833) 278-7877.

COLUMBIA-RICHLAND 911
COMMUNICATIONS CENTER
ACCEPTED AND AGREED:

TRITECH SOFTWARE SYSTEMS

Signature: Teresa B. Wilson

Printed Name: Teresa B. Wilson

Title: City Manager

Date: 11/28/2022

Signature: Billie Jo Belcher

Printed Name: Billie Jo Belcher

Title: Assistant General Counsel

Date: 11/23/2022

Page 1 of 2

TriTech Software Systems, a CentralSquare Technologies, LLC Company
1000 Business Center Drive
Lake Mary, Florida 32746



Invoice

9.c

Invoice No (1 of 1)
368467

Date
11/8/2022

Page
1 of 7

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Columbia-Richland 911 Communications Center (CRCC), SC
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Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

	Description	Units	Rate	Extended
Contract No. Q-117323				
1	Escrow Fee - Annual Subscription Fee Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$950.00	\$950.00
2	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Links Streets Utility Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
3	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Interface Manager License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
4	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR AVL Interface (New Custom) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$13,623.41	\$13,623.41
5	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee DR ANI/ALI Interface License (Positron) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68
6	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Dispatcher/Call Taker Client SWL Maintenance: Start:12/1/2022, End: 11/30/2023	24	\$3,027.42	\$72,658.20
7	Inform CAD Auto Dispatch Annual Maintenance Fee - Annual Maintenance Fee Dispatch Rules Module (included in base CAD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
8	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Custom MDC Interface License (Motorola PMDS-RCO) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$12,715.17	\$12,715.17



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

	Description	Units	Rate	Extended
9	Controlling Dispatcher Module Annual Maintenance Fee - Annual Maintenance Fee Controlling Dispatcher Module (included in base CAD) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$0.00	\$0.00
10	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (Zoll) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$4,541.15	\$4,541.15
11	Inform CAD Disaster Recovery Position License Annual Mainten - Annual Maintenance Fee Local Back-up Server SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$3,027.42	\$3,027.42
12	NCIC/State Message Switch Server Software - Inform RMS Annua - Annual Maintenance Fee NCIC/State Message Switch Server SWL Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$15,137.13	\$15,137.13
13	NCIC/State Query Position for Inform CAD Annual Maintenance - Annual Maintenance Fee NCIC/State Query User Module Maintenance: Start:12/1/2022, End: 11/30/2023	31	\$151.37	\$4,692.50
14	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee Paging Interface License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68
15	Inform CAD Protocol Annual Maintenance Fee - Annual Maintenance Fee Protocol Module Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,270.57	\$2,270.57
16	Inform CAD Quickest Path Module Annual Maintenance Fee - Annual Maintenance Fee Quickest Path Unit Recommendation Module Maintenance: Start:12/1/2022, End: 11/30/2023	39	\$302.74	\$11,806.96



Invoice

Invoice No (1 of 1)

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Page

3 of 7

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43	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Link for Response Aera Polygons Import Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
44	Inform CAD Disaster Recovery Position License Annual Mainten - Annual Maintenance Fee DR Interface Manager License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$1,513.72	\$1,513.72
45	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR Custom MDC Interface License (Motorola PMDS-RCSO) Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$6,054.86	\$6,054.86
46	Inform CAD GeoFile Cross Reference Module Annual Maintenance - Annual Maintenance Fee Geofile Cross Reference Module (point in polygon) Maintenance: Start:12/1/2022, End: 11/30/2023	39	\$75.69	\$2,951.75
47	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee DR Paging Interface License Maintenance: Start:12/1/2022, End: 11/30/2023	1	\$2,724.68	\$2,724.68

**Invoice***Invoice No (1 of 1)*

368467

Date

11/8/2022

Page

7 of 7

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Columbia-Richland 911 Communications Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Ship To

Columbia-Richland 911 Communications
Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/8/2022

RB#364259

Please include invoice number(s) on your remittance advice,
made payable to Trittech Software Systems

Subtotal \$260,547.62

Tax \$0.00

ACH:

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$260,547.62

Check:

12709 Collection Center Drive

Chicago, IL 60693

Payments Applied \$0.00

Balance Due \$260,547.62



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Replacement Vehicles for Various Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$1,001,878.29.

REQUISITION NO.: R219553, R219576, R219312

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Vendor and Location	Description	Procurement Method
Amick Equipment Company Lexington, SC	One (1) 2023 Freightliner Truck for the Solid Waste Division requested on October 15, 2022	SC State Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$265,680.07</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford F-550 Regular Cab Chassis for the Traffic Engineering Division requested on November 4, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$386,598.88</i>		
Hunter Truck Sales & Services, Inc. Smithfield, PA	One (1) 2023 Peterbilt Model 520 Truck for the Solid Waste Division requested on November 2, 2022	Sourcewell Cooperative
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$349,599.34</i>		

ATTACHMENTS:

- **#c:** Amick_R219312 (PDF)
- **#d:** Alan Jay_R219576 (PDF)
- **#e:** Hunter Trucks - R219353 (PDF)



For NCSA Contract Purchases:
 Please send P.O. to Amick & NCSA including:
 Contract #, Spec #, Contact Info, & Fed. Tax ID #
 NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

CONTRACT #
22-06-0426R
SPECIFICATION #
3790

END USER: CITY OF COLUMBIA
 DAVID FOSTER
 BODY INSTALL: LOADMASTER,
 LOCATION: 100 NINTH AVE, NORWAY, MI 49870

Description

Contract Price

MODEL: **LOADMASTER EXCEL-S**
 BODY SIZE: **25 YARDS**
 BODY PAINT: P3056E4 CITY BLUE
 BODY WARRANTY: LOADMASTER: 1 YR BODY & HYDR., 3 YR PACK & SWEEP CYLINDERS

STANDARD EQUIPMENT INCLUDED

XL 3.7YD HOPPER - 94" DEEP
 HOPPER: T-1 ALLOY 1/4" + 3/16" UPPER CHUTE LINER
 HIGH COMPACTION - UP TO 1000LBS/YD
 FAST PACK - 20-22 SECOND CYCLE TIME
 PACK BLADE RIDE ON SELF-LUBRICATING UHMW POLY SLIDES
 LED LIGHT PACKAGE - SEALED, RUBBER MOUNTED
 CUSHIONED CYLINDERS - SWEEP AND PACK
 HYDRAULIC FILTERS - RETURN (5 MICRON) & SUCTION FILTER, FILTER GAUGE
 ELECTRONIC FILTER CONDITION INDICATOR IN CAB
 IN BODY OIL TANK - MAGNETIC DRAIN PLUG, TEMP & SIGHT GLASS, CLEAN OUT PANEL
 EPOXY PRIMER & POLYURETHANE PAINT - CHOICE OF COLOR
 FACTORY MOUNT AND INSTALLATION INCLUDED
 RHINO LINING ABOVE REAR WHEELS
 BODY ACCESS DOOR W/ STEPS
 BOLT-ON ADJUSTABLE RIDER'S STEP
 TAILGATE & EJECT CONTROLS AT THE FRONT CORNER OF BODY ARE ACCESSIBLE FROM TRUCK
 ELECTRONIC PUMP OVERSPEED PROTECTION
 PACK ON THE GO HYDRAULICS
 STANDARD WARRANTY: 1 YR. BODY, 3 YR. PACK & SWEEP CYLINDERS

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

MATERIAL COST SURCHARGE
 FULL FACTORY MOUNT
 CUSTOMER SPECIFIED PAINT COLOR
 HOT SHIFT PTO
 SUMP SLUDGE CONTROL OPTION
 20 LBS. FIRE EXTINGUISHER
 DOUBLE HOPPER WORK LIGHT
 INSTALL DUAL BARKER TIPPERS WITH LOADMASTER HYDRAULICS
 LED STROBE SYSTEM: (2) 4" FRONT BULKHEAD
 LED STROBE SYSTEM: (4) 4" TAILGATE, HIGH & LOW
 SAFETY VISION 70 BA REVERSE CAMERA SYSTEM
 SUPER TUFF HOPPER
 STEEL TOOLBOX: 18X18X36
 TRIPLE TAILGATE SIDE AND SWEEP BASE REMOTE ZERKS
 BARKER CART TIPPERS: BPH-1520

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
 BODY PDI
 AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
 ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO CHASSIS DEALER FOR PDI.

COMMENTS:

Pricing Volatility Disclaimer - Pricing is subject to further increases, as announced by manufacturers. In such an event, customers will be notified of increases and given the option to continue the order with updated pricing, or cancel the order without penalty. We are riding the waves of economic uncertainty alongside our customers, and sincerely appreciate any grace you're able to extend

Subtotal:	\$	127,020.00
Contract Discount - Options / Accessories:	\$	(1,566.00)
Additional Discount:	\$	(5,715.90)
Subtotal:	\$	119,738.10

Chassis Description

MODEL: **2023 FREIGHTLINER 114SD**
 GVWR: 66000 LBS
 ENG & TRAN: CUMMINS L9 DIESEL / ALLISON 4500 RDS A/T
 PAINT: WHITE
 COMMENTS: SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.

Chassis Subtotal: \$ 125,799.00

Unit Subtotal: \$ 245,537.10

Tax - Motor Vehicle (SC IMF / NC HUT): AEI will not collect

Unit Purchase Price: \$ 245,537.10

QUOTED BY: Andrew Paylor

DATE: 10/14/2022

VALID UNTIL: 11/13/2022

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AEI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.

TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AEI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AEI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up the purchaser to determine whether purchasing any items - both explicitly listed on the contract or not, are permitted by their organization's purchasing guidelines.



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

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	42274-3
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
11/3/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/3/2022

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

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	F5G 660A	MSRP	\$58,405.00
2023 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB DIESEL			

CUSTOMER ID BASE VEHICLE PRICE \$55,376.00

BED LENGTH	84" CA
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
99T 44G	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, Transmission: TorqShift 10-Speed Automatic	\$0.00
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
41H	Engine Block Heater	\$95.00
62R	PTO PROVISION	\$0.00
63A	Utility Lighting System -inc: LED side-mirror spotlights	\$155.00
63C	Aft-Axle Frame Extension Pack	\$110.00
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines, Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output	\$245.00
68M	19,500LB PAYLOAD UPGRADE PACKAGE	\$1,150.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$1,095.00
98R	OPERATOR COMMANDED REGENERATION	\$245.00
X8L	4:88 AXLE RATIO LIMITED SLIP REAR DIFFERENTIAL	\$390.00
18B	BLACK PLATFORM RUNNING BOARDS	\$315.00
52B	ELECTRIC BRAKE CONTROLLER	\$295.00
67A	332 Amp Alternators	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
GPC SC	PRICE CONCESSION ADJUSTMENT FOR SC		\$400.00
ADJUSTMENT			
GS 1052001-1	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE		\$118,647.00

CONTRACT OPTIONS \$119,047.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

TRADE IN

VEHICLE TOTAL	\$59,471.00
MSRP DISCOUNT	-1.8%
ACCESSORY TOTAL	\$119,047.00
CUSTOMER PRICE	\$178,518.00

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

\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	2	\$357,036.00
-----------------------------	-----	---	--------------

Estimated Annual payments for 60 months paid in advance: \$39,980.69 Extended: \$79,961.38
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.

October 28, 2022

Custom Quote for:

CITY OF COLUMBIA
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

**(South Carolina State Contract for Service Boats
#4400027118)**

Attn: Billy Bowers
Phone: 803-545-3811
Email: William.bowers@columbiasc.gov

Altec Quotation Number: 1052001 - 1
Account Manager: Brian E Mays
Technical Sales Rep: Maegan Annette Pearman Hellmueller

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT40G Unit Model	1
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1
	A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted. B. Hydraulic platform leveling system. C. Hydraulic tool circuit at the platform. D. Emergency lowering valve at the platform. E. Single handle control at the platform with a safety interlock system. F. Two (2) operators and maintenance/parts manuals. G. Working height: 45.6 feet H. Side reach: 29.7 feet I. Low-power fiber-optic control system (FOC-L). J. Continuous rotation	
3.	15 Gallon steel pedestal mounted reservoir	1
	With Sight Gauge)	
4.	Post style pedestal mounting	1

5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1
6.	Platform Leveling At Lower Controls. AT40-G	1
7.	Two (2) Platform Steps	1
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
9.	Platform liner for a 24 x 30 x 42 inch platform	1
10.	4-Function Single Handle Fiber-Optic Controller.	1
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system (AT40G)	1
13.	Powder coat unit Altec White.	1

Unit & Hydraulic Acc.

14.	HVI-22 Hydraulic Oil (Standard)	17
15.	Standard Pump for PTO	1
16.	Hot Shift PTO (for Automatic Transmission)	1
17.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will only engage when chassis is in neutral. -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. -Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1

Body

18.	Altec Body	1
19.	Steel Body	1

20.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1
A.	Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.	
B.	All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.	
C.	Heavy-Gauge Welded Steel Frame Construction.	
D.	Integrated Door Header Drip Rail At Top For Maximum Weather Protection.	
E.	Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.	
F.	Steel Treated For Improved Primer Bond And Rust Resistance.	
G.	Automotive Type Non-Porous Door Seals Fastened To The Door Facing.	
H.	B-Line Channel Installed In Compartments	
21.	Smooth Galvanneal Steel Floor	1
22.	Low-Side General Service With Step (LGSS)	1
23.	Finish Paint Body Altec White	1
24.	Undercoat Body	1
25.	132" Estimated Body Length (Engineering To Determine Final Length)	1
26.	94" Body Width	1
27.	40" Body Compartment Height	1
28.	20" Body Compartment Depth	1
29.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1
30.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1
31.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7
32.	All Locks Keyed Alike Including Accessories (Preferred Option)	1
33.	Standard Master Body Locking System	7
34.	Gas Prop Rigid Door Holders On All Vertical Doors	1
35.	Chains On All Horizontal Doors	1
36.	Hotstick Shelf Extending Full Length Of Body On Streetside	1

37.	Two Hotstick Brackets On Streetside	1
38.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1
39.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
40.	1st Vertical (SS) - Louvered Panel On Rear Wall To Ventilate Compartment	1
41.	1st Vertical (SS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1
42.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
43.	1st Horizontal (SS) - Vacant	1
44.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1
45.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2
46.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1
47.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
48.	2nd Vertical (CS) - Treadplate Access Steps With Two (2) Sloped Grab Handles	1
49.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers Mounted in center of compartment	1
50.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
51.	29" L Steel Tailshelf, Width To Match Body	1
52.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1
53.	Custom Steel Tailshelf Option One wheel chock holder with pendulum, to hold two wheel chocks -Installed below through-shelf, on SS	1
54.	Smooth Galvanneal Steel Tailshelf	1
55.	Small Steel Grab Handle Installed At Rear	1

- | | | |
|------------|-----------------------------------|---|
| 56. | Steel U-Shaped Grab Handle | 1 |
| | Installed at CS rear of tailshelf | |

Body and Chassis Accessories

- | | | |
|------------|--|---|
| 57. | Set of Safety Chain Eye Bolts | 1 |
| 58. | Tow Hitch Option 1 | 1 |
| | Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)
-Holland Pintle PH16B | |
| 59. | ICC Underride Protection | 1 |
| 60. | Front Torsion Bar | 1 |
| 61. | Rear Torsion Bar | 1 |
| 62. | Install Counterweight as Needed | 1 |
| 63. | Cable Step Installed at Rear, Single Step | 1 |
| 64. | Boom Rest for Telescopic Unit, Cargo Area Mounted | 1 |
| 65. | Platform Rest, Rigid with Rubber Tube | 1 |
| 66. | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred) | 1 |
| 67. | Mud Flaps with Altec Logo (Pair) | 1 |
| 68. | Post Style Cone Holder (Holds up to four 15 x 15 large cones) | 1 |
| | Mount on CS of tailshelf for traffic cones | |
| 69. | Universal Sloped Aluminum Ladder Rack for Streetside Installation | 1 |
| | Installed on SS compartment tops, sloped to clear the cab with adjustable width rails to accommodate various width extension ladders | |
| 70. | 5 LB Fire Extinguisher with Light Duty Bracket Installed Per DEPS 042 (In Cab Or Inside Compartment Only) (Amerex #B402T) | 1 |
| 71. | Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge) Includes Pouch and Placards, Single Platform | 1 |

72.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1
73.	Slope Indicator Assembly for Machine without Outriggers	1
74.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1

Electrical Accessories

75.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1
76.	Strobe Beacon Amber LED with Brush Guard (ECCO #3911A) Class II (Permit May Be Required)	2
	Post mounted, one each on SS and CS front of body, visible above chassis cab	
77.	4-Corner Strobes, Amber, LED, Two (2) Oval Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1
78.	Corner Strobe Systems Option	1
	Two LED lights mounted in the rear of the body sidepacks, mounted as high as possible -Part # SL65AO Amber -Wired to same switch as 4-Corner Strobes	
79.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1
80.	Trailer Receptacle, 7-Way (Pin Type) Installed At Rear	1
81.	Upfitter Switches, Ford (Supplied With Chassis)	1
82.	Inverter, 1200 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1200N)	1
	Mounted in SS 1st Vertical	
83.	Inverter Wired Battery Hot To Switch Mounted In Chassis Cab	1
84.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure	1
	Mounted in SS rear of body	
85.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
86.	Install Remote Engine Start/Stop System In Final Assembly	1

- | | | |
|-----|---------------------------------------|---|
| 87. | PTO Indicator Light, Installed In Cab | 1 |
|-----|---------------------------------------|---|

Finishing Details

- | | | |
|------|--|---|
| 88. | Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards) | 1 |
| 89. | Powder Coat Unit Altec White | 1 |
| 90. | Finish Paint Body Accessories Above Body Floor Altec White | 1 |
| 91. | Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057 | 1 |
| 92. | Safety and Instructional Decals English | 1 |
| 93. | Vehicle Height Placard Installed In Cab DEPS 002 | 1 |
| 94. | HVI-22 Hydraulic Oil Placard | 1 |
| 95. | Dielectric Test Unit According to ANSI Requirements | 1 |
| 96. | Stability Test Unit According to ANSI Requirements | 1 |
| 97. | Focus Factory Build | 1 |
| 98. | Delivery Of Completed Unit | 1 |
| 99. | Inbound Freight | 1 |
| 100. | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024) | 1 |
| 101. | Completed Test Forms To Be Included In The Manual Pouch:
-Stability Test Form
-Dielectric Test Form (For Insulated Units) | 1 |
| 102. | AT40G FA Installation | 1 |

Chassis

- | | | |
|------|---------------------------------------|---|
| 103. | Customer Supplied Chassis | 1 |
| 104. | South Carolina State Contract Chassis | 1 |

105.	2024 Model Year	1
106.	Ford F550	1
107.	4x2	1
108.	84 Clear CA (Round To Next Whole Number)	1
109.	Regular Cab	1
110.	Chassis Cab	1
111.	Dual Rear Wheel	1
112.	Chassis Wheelbase Length - 169	1
113.	Ford 6.7L Power Stroke Diesel	1
114.	Diesel	1
115.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1
116.	GVWR 19,500 LBS	1
117.	7,000 LBS Front GAWR	1
118.	Spring Suspension	1
119.	14,706 LBS Rear GAWR	1
120.	Hydraulic Brakes	1
121.	Park Brake In Rear Wheels	1
122.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
123.	63C - Aft Axle Frame Extension	1
124.	98R - Operator Commanded Regeneration (OCR)	1
125.	No Idle Engine Shut-Down Required	1
126.	EPA Emissions	1
127.	No Clean Idle Certification Required	1

128.	Ford 40 Gallon Fuel Tank (Rear)	1
129.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
130.	AM/FM Radio	1
131.	Bluetooth	1
132.	12V DC Power Outlet	1
133.	Air Conditioning	1
134.	Block Heater	1
135.	Limited Slip Rear Axle	1
136.	Running Boards (Supplied By Chassis OEM)	1
137.	Snow Plow Package	1
138.	Towing Package	1
139.	Transmission Oil Cooler	1
140.	Other Exterior Cab Options	1
	Pair of Black 7" x 16" West Coast Mirrors	

Additional Pricing

141.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
-------------	---	---

Lee Transport Equipment, Inc.

B Greg L. Stowers
Y

Chassis NOT included



Alan Jay Automotive Management

Matt Forte | 9045059682 | matt.forte@alanjay.com

10.d

Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA

Interior: Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F5G	[Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA	
	OPTIONS	
18B	Platform Running Boards	
41H	Engine Block Heater	
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
473	Snow Plow Prep Package	
52B	Trailer Brake Controller	

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

62R	Transmission Power Take-Off Provision	Inc.	
63A	Utility Lighting System		
63C	Aft-Axle Frame Extension		
660A	Order Code 660A		\$0.00
67A	332 Amp Alternators		\$0.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package		
90L	Power Equipment Group		
98R	Operator Commanded Regeneration		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20		
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat		\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P		\$0.00
X8L	Limited Slip w/4.88 Axle Ratio		
Z1	Oxford White		\$0.00
	SUBTOTAL		
	Adjustments Total		\$0.00
	Destination Charge		
	TOTAL PRICE		

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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10.d

Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Standard Equipment

Mechanical

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

4.88 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

11290# Maximum Payload

GVWR: 18,000 lbs Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist

Upfitter Switches

Exterior

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70Rx19.5G BSW A/P (STD)

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Exterior

- Black Fender Flares
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Front Splash Guards
- Black Grille
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cab Clearance Lights

Entertainment

- Radio w/Seek-Scan and Clock
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- FordPass Connect 4G Mobile Hotspot Internet Access
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Interior

Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6710 lbs	Gross Axle Wt Rating - Front	7000 lbs
Gross Axle Wt Rating - Rear	14706 lbs	Curb Weight - Front	3788 lbs
Curb Weight - Rear	2921 lbs	Option Weight - Front	640.00 lbs
Option Weight - Rear	159.00 lbs	Reserve Axle Capacity - Front	2572.00 lbs
Reserve Axle Capacity - Rear	11626.00 lbs	As Spec'd Curb Weight	7508.00 lbs
As Spec'd Payload	11992.00 lbs	Maximum Payload Capacity	12791.00 lbs
Gross Combined Wt Rating	32500 lbs	Gross Axle Weight Rating	21706.00 lbs
Curb Weight	6709.00 lbs	Reserve Axle Capacity	14198.00 lbs
Total Option Weight	799.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	19500.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	18340 lbs	Wt Distributing Hitch - Max Tongue Wt.	1834 lbs
Fifth Wheel Hitch - Max Trailer Wt.	23900 lbs	Fifth Wheel Hitch - Max Tongue Wt.	5975 lbs
Maximum Trailering Capacity	18340 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	7000 lbs	Spring Capacity - Rear	14706 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	7000 lbs	Axle Capacity - Rear	14706 lbs

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10.d

Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Chassis

Suspension

Axle Ratio (:1) - Front	4.88	Axle Ratio (:1) - Rear	4.88
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TGJ	Rear Tire Order Code	TGJ
Spare Tire Order Code	N/A	Front Tire Size	LT225/70SR19.5
Rear Tire Size	LT225/70SR19.5	Spare Tire Size	N/A
Front Tire Capacity	7500 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	647
Revolutions/Mile @ 45 mph - Rear	647	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	19.5 X 6 in	Rear Wheel Size	19.5 X 6 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	48.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.4 in
Rear Brake Rotor Diam x Thickness	15.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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The Hunter Family of Companies
www.HunterTruckSales.com

11/02/2022



We Are Columbia

David Foster
Fleet Services Administrator
 Fleet Services
 2910 Colonial Drive | PO Box 147
 Columbia, SC 29201
Jimmy.Foster@columbiasc.gov
 (803) 545-3805
 (803) 348-7595

Mr. Foster,

We are pleased to offer under Sourcewell

Peterbilt Motors Company Contract #060920-PMC the following 2023 Peterbilt Model 520

	\$264,698
Sourcewell discount of 35%	(\$92,644.30)
Total chassis discount price	\$172,053.70
Peterbilt and Allison warranty	\$3,053
Floorplan Interest	\$1,500
Total chassis price	\$176,606.70

PETERBILT CLASS 8 STANDARD COVERAGE

1 YEAR/100,000 MILES

VIN 3BPDLK0X6PF114839

5 YEARS/200,000 MILES ENGINE

PACCAR MX-11/13 PREM AFTERTRTMT

5 YEARS/200,000 MILES

1 YR BASE VEHICLE TOWING - U.S.

Allison 5 year transmission warranty

Description:

1 CS-9129A 29 CU YD COLLECSTAR AUTOMATED SIDE LOADER. CLASS 8 \$135,367.43
 TANDEM. 174" CT 56"+AF
 PAINT BODY CITY BLUE DUPONT #N3056 ARM SAFETY YELLOW
 1 QUAD CAMERA SYSTEM BY ZONE DEFENSE INCL QUAD MONITOR (REAR, \$2,053.00
 HOPPER, RH TOWARDS CURB AND LH MIRROR)
 1 PETERSON SMART LIGHT PACKAGE (4) REAR (2) FRONT \$945.00
 1 20# FIRE EXTINGUISHER MOUNTED ON BODY \$460.00
 1 CAUTION SIGN ON TAILGATE \$350.00
 1 HYDRAULIC HOSES FULLY GUARDED \$674.00
 1 IN CAB ELECTRONIC LIFT CYCLE COUNTER \$498.00
 1 IN CAB HYDRAULIC FILTER BY-PASS MONITOR WITH SHUTDOWN \$769.00
 1 RESETABLE CIRCUIT BREAKERS \$50.00
 1 SHORTEN WHEELBASE \$3,500.00
 562 TRUCK DELIVERY \$3.50 \$1,967.00

Total price \$323,240.13

Thank you, Keith Hough direct phone 412-582-0555

www.huntertrucksales.com



Hunter Truck Sales & Service, Inc. | 100 Hunter's Way | Smithfield, PA 15478
 PHONE: 724-564-4292 FAX: 724-564-4291 TOLL FREE: 800-257-8782

Packet Pg. 131

PETERBILT
CHASSIS FINAL BILL
PAGE 001

VMXXR036-1
FOR VIN 3BPDLK0X6PFL14839
AS OF 10/04/22

UNIT TYPE 2

DEALER CODE - H520
CUSTOMER NO - 6E9B
DATE

NAME AND ADDRESS
GSP MARKETING
REQ DELV 03/21/22

HUNTER TRUCK SALES
100 HUNTERS WAY
114007
PRIC EFF 10/04/22
DELIVERY 10/04/22

SMITHFIELD PA 15478
PREVIOUS CHASSIS NO.114007
THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION
COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING
INTENDED SERVICE 0093035 REFUSE/ON-HWY
BODY
0095240 CURBSIDE RECYCLER
BODY LENGTH 264.00 IN BODY HEIGHT 144.00 IN
MAX LADEN WEIGHT 2000.00 LBS
TRAILER
TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES .00
OPERATING AREA RESTRICTIONS
LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS
FRONT AXLE LOAD 18160.00 LBS REAR AXLE LOAD 46000.00 LBS GCM 64180.00 LBS
WHEELBASE 216.00 IN FAX/BOC .10 IN CAB/AXLE 216.00 IN
CAB/BOF 288.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 099
% CLASS B 001
% CLASS C 000
% CLASS D 000

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDLK0X6PF114839

PAGE 002
AS OF 10/04/22

UNIT TYPE 2

SPECIAL REQUIREMENTS

SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 18,180.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 64,180.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT

BASE MODEL				
0005201	MODEL 520 LCF	P	208,039	16,475
0100000	THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR DESCRIPTION DID NOT PROVIDE ADEQUATE INFORMATION FOR A CODE TO BE DETERMINED YOU SHOULD CONTACT THE OPTION APPROVAL GROUP FOR A VALID CODE OF THE OPTION DESIRED. A SALES CHANGE NOTICE WILL BE REQUIRED TO HAVE THE OPTION ADDED TO THIS ORDER.	U	0	0
N0101	9409878			
0200700	NOT APPLICABLE SECONDARY MANUFACTURER	P	0	0
0203020	IDENTICAL PREV FRAME LAYOUT CONFIRMED	U	0	0
FRAME AND EQUIPMENT				
0514160	10-3/4" STEEL RAILS 306"-342" 3/8" RAIL THICKNESS	P	223	209
0601500	FULL STEEL INNER LINER USE W/10-1/2, 10-3/4, 10-5/8" RAILS	P	962	600
0611330	ZINC COATED ANTI CORROSION TREATED FRME RAILS - REQUIRES FRAME RAIL CODE	P	394	4
0620110	FEPTO PROV 9" BUMPER EXTENSION	P	1,689	42
0644090	EOF SQUARE WITHOUT CROSSMEMBER USE WITH BODY BUILDER INSTALLED XMBR	P	0	0
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
FRONT AXLE AND EQUIPMENT				
1011360	DANA SPICER D2000F 20,000 LB, 3.5" DROP	P	492	0
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P	0	0
1243010	POWER STEERING SHEPPARD M100 DUAL GEAR	P	0	0
1354840	PHP10 IRON PRESET+ HUBS	P	686-	84
1380230	DANA SPICER 5" DROP IPO 3.5"	P	0	0
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7 16,000-23,000 LB STR OR FRT DRIVE	P	757	0
1390540	DUST SHIELDS, CAM BRAKES, FRONT AXLE	P	30	4
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	28	0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P	31	0
REAR AXLE AND EQUIPMENT				

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDLK0X6PF114839

PAGE 003
AS OF 10/04/22

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
1523440	DANA SPICER D46-172 46,000 LBS.	P	0	0
1616290	PHP10 ALUMINUM PRESET+ HUBS	P	400-	0
1672630	DIFF LOCK BOTH AXLES	P	2,057	60
1680280	BENDIX SMART ATC TRACTION CONTROL	P	266	2
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	64	9
1680470	LUBE PUMP, DRIVE AXLE(S)	P	537	35
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	72	2
1680500	SBM VALVE	P	0	0
1680920	HEAVY DUTY BRAKE DRUMS, DRIVE AXLE(S) USE WITH 16.5X8.6 BRAKES	P	167	26
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	912-	0
1688110	HEAVY DUTY CAM BUSHINGS, DRIVE AXLE(S)	P	61	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1824410	HENDRICKSON HMX EX 460 46,000 LBS., 54" HAULMAAX, 70K CREEP RATING	P	1,085	66-
1921475	SHOCK ABSORBERS FOR HMX EX SUSPENSION	P	134	31
ENGINE AND ENGINE EQUIPMENT				
2072726	PACCAR MX-11 400R@1600 GV@2200 1450@900 REFUSE (2021 EMISSIONS)	P	17,437	619
2091130	VMUX ELECTRONICS ARCHITECTURE	P	0	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2092008	Typical Operating Speed 52 MPH	P	0	0
2092027	MX RETARDER STATE CRUISE CONTROL ON (MANUAL MODE ENGINE PARAMETER)	P	0	0
2092032	POWERTRAIN OPTIMIZED FOR PERFORMANCE VOCATIONAL APPLICATIONS OR WITH HEAVY GCWR	P	0	0
2092056	DASH MTD PTO MODE CONTROL CAB/REMOTE SWITCH	P	18	0
2092067	PTO MODE CONTROL - CAB & REMOTE STATION	P	0	0
2092083	ENGINE MONITORING PROTECTION - SHUTDOWN (PACCAR MX)	P	0	0
N2069	AA086 68....MAX ACCEL PEDAL VEH SPD			
N2070	AA003 68....CC MAX TARGET SPEED			
N2071	AE002 650...IDLE TARGET			
N2074	AE001 NO....ENBL MX RETARDER IN NEUTRAL			
N2075	AA039 0.1...TIME DELAY FOR RTRDR ACT			
N2076	AA038 2.....AUTO RTRDR VEH SPD OFFSET			
N2077	AA037 4.....DSL SPD OFFSET			
N2080	AA004 10....CC MIN ENABLE SPEED			
N2083	AA006 MT....MULTI TORQUE IN CC			
N2084	AA026 5.....EIST PARKED MAX IDLE TIME			
N2085	AA027 5.....EIST STANDSTILL IDLE TIME			
N2086	AA024 39....EIST LO AMBAIR TEMP OVRDE			
N2087	AA023 80....EIST HI AMBAIR TEMP OVRDE			
N2090	AA025 600...EIST PTO MAX IDLE TIME			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDLK0X6PF114839

PAGE 004
AS OF 10/04/22

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
N2091	AA029 YES...EIST RESET FROM ENG LOAD			
N2094	AA042 1900..FIC MAX ENG SPEED			
N2099	AA055 OFF...CAB: CLUTCH INTLK			
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY	P	103	0
	REMOTE CONTROL PROVISION			
2140480	REMOTE PTO/THROTTLE, 12-PIN, 500K, BOC/	P	50	0
	BOS, J1939, REMOTE CONTROL PROVISION			
2140660	CARB EMISSION WARRANTY	P	0	0
N2101	AA058 ON A..CAB: PARK BRK INTLK			
N2102	AA063 6....CAB:MAX VEH SPEED			
N2103	AA057 ON A..CAB: NEUTRAL INTLK			
N2111	AA075 2000..REM: MAX ENG SPD-SW/ TSC1 C			
N2112	AA062 2000..CAB: MAX ENG SPD- SW CTRL			
N2113	AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE			
N2114	AA068 YES...CAB: ACCEL ACTV IN CAB PTO			
N2115	AA059 ON A..SER BRK INTLK: NO PTO			
N2117	AA030 NO....EIST OVERRIDE FROM ENG LOAD			
N2118	AA061 2000..CAB: MAX ENG SPD- ACCEL CTR			
N2119	AA031 0....EIST EXPIRATION DISTANCE			
N2120	AA064 650...CAB: MIN ENG SPD			
N2122	AA065 800...CAB: DEDICATED PRESET (-)			
N2123	AA032 YES...EIST ACCEL PEDAL RESET			
N2124	AA033 YES...EIST SERVICE BRK RESET			
N2125	AA034 YES...EIST CLUTCH PEDAL RESET			
N2126	AA035 YES...EIST PTO OVERRIDE			
N2127	AA066 900...CAB: DEDICATED PRESET (+)			
N2129	AA077 800...REM: DEDICATED PRESET (-)			
N2130	AA087 0....VSL EXPIRATION DISTANCE			
N2131	AA088 100...LRSL SPD LMT			
N2132	AA076 650...REM: MIN ENG SPD			
N2149	AA078 900...REM: DEDICATED PRESET (+)			
N2158	AA079 DEDIC.REM: PRESET +/- SWITCH TYPE			
N2160	AA070 OFF...REM: CLUTCH INTLK			
N2164	AA019 YES...EIST PARK BRAKE RESET ENABL			
N2170	AA072 ON AD.REM: NEUTRAL INTLK			
N2171	AA073 ON AD.REM: SER BRK INTLK: NO PTO			
N2190	AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PT			
N2191	AA022 30....EIST LO CLNT TEMP OVRDE			
N2192	AA013 BOTH..OFFSET MODE			
N2193	AA009 0....DRIVER REWARD VEH SPD BONUS			
N2194	AA010 -5....DRIVER REWARD VEH SPD PNLT			
N2195	AA015 3....MIN SPEED FOR DR SHIFT AID			
N2196	AA016 1....DSA LOWEST ACTV GEAR			
N2197	AA017 6....DSA HIGHEST ACTV GEAR			
N2198	AA074 2000..REM:MAX ENG SPD-ACCEL CTRL			
N2199	AA069 YES...PTO REM PEDAL ENABLE			
N2200	AA005 OFF...DYNAMIC CC ENABLE			
N2201	AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC			
N2202	AA050 750...CAB: CUSTOM PRESET 1			
N2203	AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC			
N2204	AA052 850...CAB: CUSTOM PRESET 2			
N2205	AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDLK0X6PF114839

PAGE 005
AS OF 10/04/22

CODE	UNIT TYPE 2 DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
N2206	AA054 950...CAB: CUSTOM PRESET 3			
N2207	AA056 OFF...CAB: CUSTOM INTLK			
N2208	AA043 CNCL...CAB/REM: CUSTOM PRESET 1 FU			
N2209	AA044 700...CAB/REM: CUSTOM PRESET 1			
N2210	AA045 CNCL...CAB/REM: CUSTOM PRESET 2 FU			
N2211	AA046 700...CAB/REM: CUSTOM PRESET 2			
N2212	AA047 CNCL...CAB/REM: CUSTOM PRESET 3 FU			
N2213	AA048 700...CAB/REM: CUSTOM PRESET 3			
N2214	AA071 OFF...REM: CUSTOM INTLK			
N2217	AQ001 4.....PCC MAX NEGATIVE OFFSET (AQ			
N2218	AQ002 4.....PCC MAX POSITIVE OFFSET (AQ			
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	80	2
	SEE SALES TOOL DESC FOR PLUG LOCATION			
2522080	PACCAR PREMIUM STARTER-MX ENGINES ONLY	P	51	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0	0
	BATTERIES, 2190 CCA			
2539740	KISSLING BATTERY DISCONNECT SW 300AMP	P	160	2
	DUAL TAB; MTD ON BATTERY BOX			
	2/21/13: R-220 PER ASAP OMD (FJJ)			
2621000	2-SPEED FAN CLUTCH FOR FREQUENT	P	0	0
	START/STOPS			
2738410	WABCO 25.9 CFM AIR COMPRESSOR - (MX)	P	9	7
2811160	COMPRESSION BRAKE, MX	P	0	0
2921180	PACCAR FUEL/WATER SEPARATOR ON ENGINE	P	128-	0
	EXTENDED SERVICE INTERVAL PACCAR MX			
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3120320	BUGSCREEN	P	140	0
3120450	STAINLESS STEEL GRILLE	P	0	0
3261980	HEAVY DUTY AIR CLEANER	P	0	0
3365300	EXHAUST VERTICAL LH	P	0	0
	DFF/SCR LH BOC VERTICAL			
3381860	EXHAUST 90 DEGREE DIFFUSER	P	153	0
	TRANSMISSION AND CLUTCH			
4052420	ALLISON 4500 RDS-P TRANSMISSION, GEN 5	P	17,982	390
	RUGGED DUTY SERIES			
4210190	1810 HD DRIVELINE, 1 MIDSHIP BEARING	P	140-	15
	4.5" X .180 WALL TUBING			
4216590	1710 DRIVELINE INTERAXLE	P	289-	4-
	FOR TANDEM REAR AXLES			
4250170	ALLISON WORLD TRANS PRIMARY SHIFT	U	0	0
	SCHEDULE 2			
4250420	ALLISON RDS, PKG 223	U	0	0
	3000, 3500, 4000, 4500, 4700 TRANS			
4250660	TC-571 TORQUE CONVERTER	U	0	0
	ALLISON TRANSMISSION			
4250900	MAIN TRANSMISSION REAR SUPPORT	P	85	11
4252890	ALLISON FUELSENSE 2.0 NOT DESIRED	P	106-	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER	P	0	0

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPDLK0X6PF114839

PAGE 006
AS OF 10/04/22

UNIT TYPE 2				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
4256740	ALLISON 6-SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY	P	0	0
AIR AND TRAILER EQUIPMENT				
4510210	BENDIX AD-HF EP AIR DRYER, HEATER COALESCING FILTER, EXTENDED PURGE	P	0	0
4520180	AIR TANK VALVE GUARDS	P	23	0
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4543390	HIGH MOUNT AIR TANKS LOCATED BOC/BOS WHERE POSSIBLE	P	0	0
TIRES AND WHEELS				
5056510	FF: MN 20PLY 315/80R22.5 X WORKS Z PART: MN64204 FET: 106	P	324	2-
5156510	RR: MN 20PLY 315/80R22.5 X WORKS Z PART: MN64204 FET: 424	P	3,256	388
5190008	CODE-REAR TIRE QTY 08.			
5220520	FF: ALCOA 89U637 22.5X9.00 HIGH POLISH ALM	P	214	110-
5320530	RR: ALCOA 89U647 22.5X9.00 HIGH POLISH ALM	P	1,536	212-
5390008	CODE-REAR RIM QTY 08.			
5400030	NO TIRE CHAINS DUE TO TIRE/SUSP CLEAR CONTACT APPLICATION IF UNACCEPTABLE	U	0	0
5407640	FF: MIRROR POLISH WHEELS, OUTER SURFACE SGL OR TDM STEER, W/O CHROME WHEEL NUTS	P	75	0
5407660	RR: MIRROR POLISH WHEELS, OUTER SURFACE TANDEM DRIVE, W/O CHROME WHEEL NUTS	P	579	0
5409310	WHEEL GUARDS, STEER AXLE BETWEEN BRAKE DRUM AND WHEEL	P	12	0
5410140	FF: DURA-BRIGHT FINISH OUTER SURFACE OF OUTER WHEEL	P	268	0
5410160	RR: DURA-BRIGHT FINISH TANDEM DRV; OUTER SURFACE OF OUTER WHEEL	P	536	0
FUEL TANKS				
5536190	23" ALUM 100 GAL FUEL TANK LH BOC	P	52	20
5604100	LOCATION LH BEHIND CAB 100 GAL.			
5650810	POLISH (1) ALUMINUM FUEL TANK	P	288	0
5652830	POLISH ALL FUEL / HYDRAULIC TANK STRAPS	P	92	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652940	PACCAR MX ENGINE FUEL COOLER	P	141	15
5652980	DEF TO FUEL RATIO BETWEEN 1:1 AND 2:1	P	0	0
5655069	DEF TANK 520, 7.3 GAL	P	0	0
BATTERY BOX AND BUMPER				
6010460	ALUMINUM SPACE SAVER BATTERY BOX LH BOC	P	47	11-
6121700	STEEL BUMPER CHANNEL PAINTED	P	0	0
6132900	SCREEN OVER AIR INTAKE OPENING IN BUMPR	P	12	2
CAB AND EQUIPMENT				

PAGE 007
AS OF 10/04/22

CHASSIS FINAL BILL
FOR VIN 3BPDLK0K06PF114839

PETERBILT
VMKXR036-1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
6501090	53" LCF PROBLT CAB RH DRIVE	P	1,361	0
6800500	4.5" RUBBER FLARES ON CAB	P	0	0
6914160	SEARS C2 PLUS PREMIUM DRIVER SEAT	P	341	0
6924160	SEARS C2 PLUS PREMIUM PASSENGER SEAT	P	440	0
69344040	DRIVER LH ARM REST WITH HEADREST	P	270	0
69344060	PASSENGER RH ARM REST WITH HEADREST	P	270	0
6939400	AIR RIDE DRIVER	P	348	44
6939430	MID BACK DRIVER	P	76	0
6939460	FABRIC DRIVER	P	50	0
6939500	AIR RIDE PASSENGER	P	348	44
6939530	MID BACK PASSENGER	P	76	0
6939560	FABRIC PASSENGER	P	50	0
7000000	GRAY INTERIOR COLOR	P	0	0
7001520	ADJUSTABLE STEERING COLUMN	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7110680	EXTERIOR CAB ENTRY GRABHANDLE	P	0	0
7220150	TEXTURED, NRPA COMPLIANT FIXED REAR WINDOW BOC DARK TINT	P	24	0
7230350	TWO-PIECE FLAT WINDSHIELD 18.5"X54"	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7330920	(2) DEFROSTER FAN ON REAR HEADER	P	237	60
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	366	4
7561290	CHROME LH/RH TRI-PLANE MIRRORS, HEATED/ MOTORIZED, DRIVER-DOOR, PASS-FRT OF CAB	P	411	15
7610470	(1) AIR HORN 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELD	P	66	0
7722120	CONCERTCLASS, AM/FM, WB, 3.5 AUX MIDLEVEL SPEAKER PACKAGE FOR CAB	P	422	11
7725740	(4) SPEAKERS	P	135	7
7728020	BLUETOOTH LOCATED ON DRIVER SIDE	P	0	0
7728030	RADIO MUTE WHEN AUTOMATIC OR AUTOMATED TRANSMISSION IN REVERSE	P	0	0
7728040	BLUETOOTH PHONE & AUDIO REQUIRES USB PORT	P	62	0
7728050	USB PORT	P	62	0
7788055	SMARTLING REMOTE DIAGNOSTICS	P	0	0
7788056	24 MONTHS SMARTLING SUBSCRIPTION W/OTA FUNCTIONALITY - PACCAR MX ENGINES	P	0	0
7851330	CAB TILT PUMP AIR ASSIST	P	512	0
7851870	RAIN GUTTERS OVER BOTH DOORS	P	76	9
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS	P	0	0
7852195	W/INTERMITTENT FEATURE WIRING PROV - E/O DRIVECAM SYSTEM SF CAMERA ONLY; W/O RECORD SWITCH	P	217	0

CHASSIS FINAL BILL	FOR VIN 3BBDLK0X6PF114839	PAGE 008	AS OF 10/04/22
PETERBILT	VMKXR036-1	UNIT TYPE 2	
CODE	DESCRIPTION	PUB CD	PRICE WEIGHT
7900090	TRIANGLE REFLECTOR KIT	P	29 13
7900270	SHIP LOOSE FIRE EXTINGUISHER, CAB MOUNTED HAZMAT APPROVED UL LISTED/RATED ABC BACKUP ALARM (107 DB)	P	75 11
8011830	ENGINE OIL TEMPERATURE	P	110 2
8011850	TRANSMISSION OIL TEMPERATURE (MAIN) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8021315	AIR RESTRICTION INDICATOR MOUNTED ON EXHAUST STANCHION	P	0 0
8021800	AIR FILTER RESTRICTION PRESSURE GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8021810	BRAKE APPLICATION AIR PRESSURE (TRACTOR) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8070010	UP TO (4) ADDITIONAL ELECTRIC SWITCHES WITHOUT WIRING	P	38 0
8070390	ENGINE HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8070450	ENGINE PTO HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8070810	ENGINE MANIFOLD PRESSURE (TURBO BOOST) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8070820	ENGINE PERCENT TORQUE LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8070860	MAIN INSTRUMENTATION PANEL DIGITAL CLUSTER 7" DISPLAY	P	0 0
8070940	VOLTMETER GAUGE (MD/520 ONLY) LOCATED IN DIGITAL CLUSTER DISPLAY	P	0 0
8110090	HEADLIGHTS SINGLE RECTANGULAR HALOGEN (5) LED CLEARANCE, (2) LED MARKER LIGHTS	P	0 0
8120570	DAYTIME RUNNING LIGHTS	P	61 0
8133960	REQUIRED ON ALL CANADIAN VEHICLES SELF-CANCELING TURN SIGNAL	P	0 0
8140850	MOVABLE FOR XMBR FOR MTG TAILLIGHTS WITH OR WITHOUT FOR XMBR & SQUARE FOR	P	172 0
8153100	(1) F/O LOAD LIGHT, SWITCH, 10' WIRE COIL UNDER/IN CAB/SLEEPER	P	43 2
8500710	STANDARD PAINT COLOR SELECTION (1) COLOR AXALTA TWO STAGE PAINT	P	200- 0
8530770	CAB/HOOD	P	0 0
N8502	A - L0006EY WHITE		
N8520	FRAME L0001EA BLACK		
N8550	CAB ROOF L0006EY WHITE		
N8570	BUMPER L0001EA BLACK		
9407103	MISCELLANEOUS PREPAID FREIGHT INCREASE FOR 2022 DELIVERY	P	0 0



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #4 for Security Guard Services, as requested by the Columbia Police Department on November 18, 2022. Award to Security Management of SC, LLC in the amount of \$571,974.65, which does not include an increase. The term of this amendment is from January 1, 2023 to June 30, 2023. This firm is located in Columbia, SC.

REQUISITION NO.: R216985

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Professional Services (1012402-636600) \$285,987.00; Community Safety Officers - Professional Services (5512703-636600) \$285,987.65. The budget amount for this amendment is \$571,974.65.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** CA#4 Security Mgmt. - Guard Services (PDF)
- **#b:** Signed PO Mod CA#4 Security Mgmt. - Guard Services (PDF)

Contract Amendment #4

State of South Carolina Contract 4400014811 Security Guard Services

Security Management of SC, LLC

November 18, 2022

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Security Management of SC, LLC (Contractor) to extend the Agreement from January 1, 2023 to June 30, 2023 and provide funding in the amount of \$571,974.65 for security guard services.

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

This Change is Acceptable:

Name of Firm

Security Management of SC, LLC

Randy Sturkey

Print Name

[Signature]

Signature

11-21-2022

Date

City of Columbia

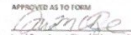
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 11/18/2022

Renewal Rate Sheet

Renewal Rates and Pricing - Effective 1/1/2023 - 6/31/2023	
Armed Officer Hourly Bill Rate:	\$19.18
Total Approved Overtime Bill Rate:	\$28.77
Total Regular Hours Per Week:	1,055
Total Scheduled OT Hours Per Week:	22.5
Total Weekly Spend (Officer):	\$20,882.23
Armed Supervisor Hourly Bill Rate:	\$27.92
Total Hours per Week:	40
Total Weekly Spend (Supervisor):	\$1,116.80
Total Program Hours Per Week:	1,117.5
Total Program Weekly Spend:	\$21,999.03
Total 6 Month Spend (1-1-2023 - 6-31-2023)	\$571,974.65



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Renewal for the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department on November 10, 2022. Award to Doctors Care, P.A. in the amount of \$1,139,904.24 per year for a total amount of \$3,419,712.72, which includes a 3% increase from the previous contract. The term of this contract is from January 1, 2023 to December 31, 2025. This firm is located in Columbia, SC.

REQUISITION NO.: R219673

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Employee Health Center - Medical Services (6048920-636900) \$983,904.24; Employee Health Center - Drug and Medical Supplies (6048920-624900) \$30,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) \$66,000.00; Employee Health Center - Coronavirus Services (6048920-638412) \$60,000.00. The original budget amount is \$1,139,904.24 for year 1 and is anticipated to be budgeted at this amount for year 2 and 3.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.- Item (1)- All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician).

The 3% increase is for personnel costs.

ATTACHMENTS:

- **#a:** Employee Health Center Recommendation to City Council 11-2022 (PDF)

- #b: doc04284120221201135811 (PDF)



CITY OF COLUMBIA
City Administration
INTEROFFICE MEMORANDUM

TO: The Honorable Mayor Rickenmann and Columbia City Council

DATE: November 21, 2022

CC: Teresa Wilson, City Manager
 Erika Hammond, City Clerk
 Sandra Middleton, Purchasing Director

FROM: Pamela Benjamin, Assistant City Manager
 Missy Caughman, Budget Director
 Tiniece Jarvis, HR Director

RE: Doctors Care Contract Renewal

We are seeking approval from City Council to renew the following contract for the plan period of January 1, 2023 through December 31, 2026:

Doctors Care provides staffing and medical services for employees, retirees and their dependents at the Employee Health Center. Fire Department “fit for duty” physical exams and other wellness related services are also provided by Doctors Care at the Employee Health Center. There is a 3% increase reflected due to increases in personnel costs. The funding source is health insurance fund GL 6048933:

Health Center staffing and medical services	\$1,139,904.24
---	----------------

We ask for your consideration of our recommendation and look forward to continue working to help preserve and improve the health and wellness of our employees and retirees.

We look forward to discussing this matter with you further.

PROFESSIONAL SERVICES AGREEMENT
Employer-sponsored Health Clinic

THIS **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is entered into as of the 1st day of January, 2023 (the "Effective Date"), by and between Doctors Care, P.A., a South Carolina licensed physician practice, ("Contactor") and City of Columbia ("Purchaser"), each a "Party" and together the "Parties."

RECITALS

Whereas, Purchaser is a municipality in South Carolina with a workforce of 3,000 employees, and from time to time such employees require professional medical care;

Whereas, Purchaser desires to make available certain healthcare opportunities (as more specifically described on **Exhibit A**, the "Services") to (i) its employees and their dependents who receive primary benefits under Purchaser's health plan (the "Covered Individuals"), and (ii) its employees requiring certain Occupational Health Services which are a subset of the Services and described in Exhibit A, at the Purchaser's location at 2012 Harden Street, Suites 110 and 112, Columbia, SC 29204 (the "Site");

Whereas, Contractor is a Professional Association that employs and contracts with physicians, physician extenders (nurse practitioners, physicians assistants); nurses, and other professional medical staff duly licensed or otherwise qualified to provide the Services; and

Whereas, Purchaser desires to contract with Contractor for Contractor to provide Services at the Site as more specifically described herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby recognized by the Parties, the Parties agree as follows:

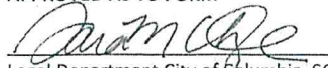
I. OPERATION OF A MEDICAL CLINIC

- A. Purchaser will make available a secure medical clinic to provide the Services (the "Medical Clinic").
- B. Contractor will provide professional medical staffing (the "Contracted Medical Team" made up of individual "Contracted Medical Staff") and administrative services necessary to provide the Services as more specifically described in this Agreement.
- C. Nothing in this Agreement shall be interpreted as authority or permission for Purchaser to interfere with or influence the independent medical judgment of any member of the Contracted Medical Team.

II. DUTIES OF PURCHASER

- A. Purchaser shall arrange for the provision of an appropriately upfitted and equipped space (the "Clinic Space") for Contractor to use in performing this Agreement.
- B. Purchaser shall ensure that the Clinic Space is provided with janitorial services, internet connection and other IT support, sewage and sanitary services, security, maintenance, utilities, disposal of bio-hazardous waste, and related items reasonably necessary for the provision of Services at the Site.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 12/1/2022

- C. Purchaser shall provide Contractor with current information regarding Covered Individuals and shall ensure that employees who are not Covered Individuals do not seek or receive Services, other than Occupational Health Services, from Contracted Medical Staff at the Site.

III. STAFFING AND PROVISION OF PROFESSIONAL MEDICAL SERVICES

- A. Contractor shall provide appropriate Contracted Medical Staff according to the schedule set forth on Exhibits B, attached hereto and incorporated herein by reference. Contractor is solely responsible for the terms and conditions of its engagement of the Contracted Medical Team and for the payment of compensation to Contract Medical Team.
- B. Contractor shall provide appropriated medical supplies, testing material, laboratory materials, legend and non-legend pharmaceuticals, and other materials as may be reasonably required to provide the Services.
- C. Contractor shall notify Purchaser immediately of any damage to the Clinic, necessary repairs or maintenance to the premises, other concerns with the physical condition, security or safety of the property, or any issue which may prohibit or interfere with Contractor's provision of Services or which Contractor believes may represent a potential health, security or safety risk to person at the Clinic.
- D. Contractor shall ensure all Services being provided are provided in accordance within the Clinical Personnel's scope of practice, applicable ethical codes, and the generally recognized standards of the medical community.

IV. COMPENSATION FOR SERVICES

Purchase shall compensate Contractor for the Services pursuant to **Exhibit C**, attached hereto and incorporated herein by reference.

- A. Contractor accepts and assumes the responsibility for paying and all taxes arising from Contractor's compensation received under this Agreement.
- B. Contractor shall not bill any Covered Individual or other third-party, whether federal, governmental, or private, for Services performed hereunder, nor shall Contractor allow any member of the Contracted Medical Staff to do so. Amounts paid by Purchaser to Contractor pursuant to **Exhibit C** shall be the sole and exclusive compensation to be paid to Contractor for the provision of the Services at the Site. Nothing, herein, however, shall be interpreted to prevent Contractor or any member of the Contracted Medical Team from billing and collecting for medical services provided to any Covered Individual or employee of Purchaser at any location other than the Site.
- C. The Parties agree that Contractor has established the composition of its Contracted Medical Team based upon current numbers of Covered Individuals and representations by Purchaser of projected utilization of the Medical Clinic. If (a) an increase in requested Services imposes greater duties or obligations on Contractor than presently contemplated by the Parties, or (b) the number of Covered Individuals increases by ten percent (10%) or more, the Clinic Fee shall be renegotiated. Changes to the Clinic Fee pursuant to section (a) shall be effective as of the date of the modification of the Plan of Benefits if required, and if not required or for changes pursuant to section (b), on the date of mutual agreement by the Parties.

V. MEDICAL RECORDS

Contractor shall complete, in a timely manner, medical records that are adequate, accurate, complete, and legible with respect to Services rendered.

- A. Medical records or information pertaining to the diagnosis or treatment -of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996 along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be available for review by Purchaser. Purchaser shall not have any right to review or access-sm.:1r Protected Health information except as provided by law or by consent of the patient.
- B. Contractor and Purchaser agree to reasonably cooperate with one another to implement procedures to ensure that Purchaser and its employees, contractors, and other agents do not have any access to (i) any PHI pertaining to any Covered Individual, regardless of the medium or manner in which the PHI is maintained by Contractor, and including without limitation any access to any clinical laboratory or pharmacy PHI, and (ii) any portion of the Site used by Contractor to store patient medical records, Protected Health Information, prescription medications, or other items which must be under the sole control of Contractor at all times in accordance with applicable law. The Parties hereto agree that Purchaser shall be solely responsible for Purchaser's compliance will all applicable law governing the employment records of Purchaser's employees, all of which shall be maintained by Purchaser, separate and apart from the PHI that is maintained by Contractor as described herein.
- C. All medical records are and shall remain the property of Contractor. Upon termination of the Agreement, Purchaser shall cooperate with Contractor in the removal by or delivery to Contractor of any records, equipment, or property belonging to Contractor from the Site.
- D. In compliance with HIPAA, Contractor shall:
 - i. implement appropriate measures designed to ensure the security, integrity, and confidentiality pf PHI;
 - ii. protect PHI against any known or anticipated threats or hazards to the security or integrity if such information;
 - iii. protect against unauthorized access to, or use of, PHI that could result in harm to any Individual;
 - iv. cause any other party to whom Contractor may provide access or disclose Personal Information to implement appropriate measure designed to meet the objectives set forth in this Article V; and
 - v. promptly notify Purchaser in writing in the event of any situation which results in the breach of PHI (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.)
- E. The requirements of this Article survive termination of the Agreement.

VI. INSURANCE

- A. Purchaser shall maintain in place during the Term of this Agreement a policy of comprehensive general liability insurance, or self-insurance satisfactory to Contractor, with broad from property damage endorsement and personal injury coverage, affording protection in an amount of not less

than One Million Dollars (\$1,000,000) per incident and in the aggregate, with respect to personal injury, death, or damage to property, including the Clinic Space.

- B. Contractor shall ensure that, during the term of this Agreement, including any renewal period(s), all Contracted Medical Staff providing Services pursuant to this Agreement are insured by a professional liability policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If at any time, the insurance procured pursuant to the requirement is provided on a "claims made" basis and the insurance is not renewed at the end of the policy term or if such "claims made" insurance is terminated for any reason, Doctors Care P.A. shall procure optional extension period coverage ("tail coverage") to assure that insurance coverage in the required amounts is maintained for claims made at any time which are related to an occurrence during the term of this Agreement. The requirements of the Paragraph VI. B shall survive termination of this Agreement.
- C. Contractor shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

VII. INDEMNITY

Each Party agrees to and does hereby: assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement.

VIII. TERM AND TERMINATION

- A. Term. This Agreement will be effective for a term of three (3) years from the Effective Date unless otherwise terminated pursuant to this Agreement (the "Term"). There periods from January 1 to December 31 each year shall be referred to as an "Annual Period."
- B. Termination for Cause. This Agreement may be terminated by either Party upon ten (10) business days' written notice for Cause. As used herein, "Cause" shall mean; breach by the other Party of any obligation on ongoing covenant in this Agreement which is not cured to the satisfaction of the non-breaching Party within thirty (30) days written notice for the non-breaching party to the breaching part of the occurrence of the breach (a "Breach Notice").

IX. INDEPENDENT CONTRACTOR

Contractor and the Contracted Medical Team are performing the Services under this Agreement as independent contractors. to Purchaser. Nothing contained within this Agreement shall constitute either Party acting as an 'employee, agent, partner, or joint venture of the other Party. Purchaser shall have no right or authority, apparent or actual. to direct or influence the medical judgment of Contractor or the Contracted Medical Team in the provision of Services hereunder.

X. REGULATORY MATTERS

It is the intention of the Parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, HIPAA, the Genetic Information Nondisclosure Act of 2008 ("GINA"), non-discrimination laws enforced by the EEOC and other federal and state agencies, and federal and State Anti-Kickback Laws. In the event that any federal or state laws or regulation, now existing or enacted or promulgated after the Effective Date, are interpreted by judicial decision, by regulatory agency or legal counsel in such a manner as to indicate the terms of this Agreement may be in violation of such laws and regulations, the Parties shall attempt to amend this Agreement as necessary to comply with such laws and regulation. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the Parties. In the event that the Parties cannot agree in a reasonable period of time to amend the Agreement to bring it into compliance with such laws or regulations, then the Parties shall proceed to terminate this Agreement.

XI. CONFIDENTIALITY

All information which either Party provides to the other during the term of this Agreement shall be deemed "Confidential Information," except the following shall not be deemed Confidential Information: (i) any information which the disclosing Party has made available to the public; (ii) any information which was rightfully in a Party's possession or known by it prior to receipt from the other Party; (iii) any information which a Party has received from a party other than the other Party without the violation of a confidentiality obligation; and (iv) any information which a Party develop independently without use of the other Party's Confidential Information. The Parties shall use each other's Confidential Information only in the performance of this Agreement and shall not otherwise use or disclose such Confidential information to any third parties, except, (i) to such Party's attorneys or auditors who have a need to know such information and who are bound by either professional and/or written confidentiality obligation consistent with the terms of the Agreement; (ii) as necessary to enforce or defend any claim related to this Agreement; or (iii) as may be required by law, rule, regulation, subpoena or other request to which a Party is legally obligated to respond, provided that the disclosing Party is given a reasonable opportunity to seek appropriate confidential treatment or a protective order for the Confidential Information. Each Party shall use reasonable precautions to protect the other Party's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or proprietary information of similar nature and importance.

XII. MISCELLANEOUS PROVISIONS

- A. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is delivered by hand or actually received, as evidenced by a national delivery service signed receipt or process server affidavit; or three days after it is mailed, postage prepaid return receipt requested, to the Party at the address listed below:

As to Contractor:

Doctors Care, PA
1818 Henderson Street
Columbia, South Carolina 29201
Attention: Sally Janssen. MD

As to Purchaser:

City of Columbia
1737 Main Street
Columbia, South Carolina 29201

- B. Assignment. This Agreement is for professional services. Contractor may assign this Agreement to any successor in interest or affiliated entity to the extent permitted by applicable law. Purchaser may not assign its rights, duties, or obligations under this Agreement without the prior, written approval of Contractor.
- C. Entire Agreement. This Agreement, including any schedules or other attachments that are incorporated herein by reference, contains the entire tip-cement among the Parties as to its subject matter. '11th Agreement merges all prior discussions among the Parties and no Party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.
- D. Waiver. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- E. Governing Law. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of South Carolina.
- F. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of the Agreement shall not be affected thereby.
- G. Binding Obligation. The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- H. Amendment. Any amendment to this Agreement shall be effective only if in writing and duly executed by authorized representatives of each Party.

- I. 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. Consultant will not be reimbursed any costs amortized beyond the initial contract term.

IN WITNESS WHEREOF, the Parties have read this Amendment and agree to be bound by it and therefore have caused it to be executed by their duly authorized representatives.

CITY OF COLUMBIA

DOCTORS CARE, P.A.

Signature: _____

Signature: _____

Print Name: _____

Print Name: Shelley L. Janssen, MD

Title: _____

Title: CMO/President

EXHIBIT A**SERVICES**

<u>Services to be provided to Covered Individuals only:</u>
Annual Physical
Biometric Screening
Strep Throat (rapid strep throat)
Flu (vaccination and test)
Pregnancy test (kit tests)
Cough, cold, sore throat, fever
Headaches and migraines
Stomach Problems
High Blood Pressure
High cholesterol
Arthritis
Diabetes management
Allergies and Rashes
Urinary conditions
Insect Bites
Respiratory infections such as bronchitis
Laceration and bruises
Work-related injuries
Allergic reaction
Bronchitis
Nose bleed
Urinary Infection
Burns
Mild burns
Minor cuts, punctures and other wounds
Statins and sprains

Occupation Health Services available to all employees as needed

- Recruit physical –non-public safety
- Complete physical –public safety
- Physical DOT
- EKG
- Pulmonary Function Test
- Vision Test
- Vital Signs
- Optional spirometry or audiogram

EXHIBIT B**SCHEDULING**

1. The Contracted Medical Team provided by Contractor to staff the Clinic shall consist of a physician assistant and a physician.
2. Services shall be offered at the Site Monday through Friday, from 7 a.m. until 5 p.m.

EXHIBIT C**COMPENSATION**

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

<u>Component</u>	<u>Billing Cycle</u>	<u>Fee</u>
Clinic Fee (including but not limited to Contracted Medical Team compensation and administrative services)	Monthly	\$71,436.63 per month Annual Period 1 \$73,579.73 per month Annual Period 2 \$75,787.12 per month Annual Period 3
Pharmacy Fee for legend and non-legend pharmaceuticals dispensed at Site	Monthly	Based on items dispensed per month
Supply Fee for consumables utilized at Site (including but not limited to injections, vaccines, gloves, hand sanitizer, first aid supplies, general supplies)	Monthly	Based on costs incurred per month
Laboratory Fee for laboratory tests that are sent to off-site contracted lab for analysis	Monthly	Based on tests ordered per month
City Clinic Wellness Coordinator	Monthly	\$6,955.39 per month Annual Period 1 \$7,164.06 per month Annual Period 2 \$7,378.12 per month Annual Period 3

2. The compensation paid to Contractor is intended to reflect fair market value for the Services provided pursuant to this Agreement.
3. Within fifteen (15) days of the end of each calendar month, Contractor shall submit an invoice or amounts due under this Agreement. Purchaser shall compensate Contractor for the Services no later than the fifteenth (15th) day after the receipt of the invoice.

4. The total compensation from January 1, 2023 to December 31, 2025 shall not exceed Three Million Four Hundred Nineteen Thousand Seven Hundred Twelve Dollars and Seventy-Two Cents. (\$3,419,712.72) and will be paid over a three-year period.



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #8 for Project SS733702; East Rocky Branch Sewer Improvements Phase II, as requested by Columbia Water on November 11, 2022. Award to Hussey Gay Bell in the amount of \$96,000.00. The term of this agreement is from December 31, 2022 to December 30, 2023. This firm is located in Columbia, SC.

REQUISITION NO.: R170040

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - East Rocky Branch Improvements Phase 2 - Capital Project Costs (5529999-SS733702-658650). The original budget amount is \$1,731,000.00. The budget amount for this amendment is \$96,000.00. The total revised budget amount is \$1,827,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Hussey Gay Bell is the mentor and will provide additional construction administration and observation services at 50% (\$48,000.00) of the amendment amount. Civil Engineering of Columbia, LLC, a Small Business Enterprise located in Columbia, SC, is the protégé and will provide engineering services at 50% (\$48,000.00) of the amendment amount.

Contract Amendment #8 is requested to extend the agreement to December 30, 2023 and provide funding for additional construction administration and observation services during the construction phase.

ATTACHMENTS:

- **#a:** CA#8 SS733702 H.G.B. East Rocky Branch Imp. Ph II (PDF)
- **#b:** Signed PO Modification SS733702 (PDF)

- #c: SS733702 CA8 MT Memo (PDF)

Contract Amendment #8

SS733702 East Rocky Branch Phase 2

Hussey Gay Bell

ENRFQ003B-13-14

November 16, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hussey Gay Bell (Engineer) dated August 18, 2015 (Agreement) to provide funding for additional engineering services during construction that includes additional construction administration and observation. This amendment also extends the Agreement from December 31, 2022 to December 30, 2023 for these services.

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

Proposed Change and Basis for Payment:

Original Contract Amount (Term September 9, 2015 – June 30, 2018; (PO# P154104):	\$1,920,000.00
Amendment #1 (Cost Decrease; PO# P154104):	(\$720,000.00)
Amendment #2 (Cost Increase/Addition; PO# P154104):	\$330,000.00
Amendment #3 Extension Letter (No Cost Time Extension from June 30, 2018 to June 30, 2019; PO# P154104):	\$0.00
Amendment #4 (No Cost Time Extension from June 30, 2019 to June 30, 2020; PO# P154104):	\$0.00
Amendment #5 (Cost Increase/Addition; Time Extension from June 30, 2020 to December 30, 2020; PO# P154104):	\$165,000.00
Amendment #6 (No Cost Time Extension from December 31, 2020 to December 30, 2022; PO# P154104):	\$0.00
Amendment #7 (Cost Increase/Addition; PO# P154104):	\$36,000.00
Current Contract Total:	\$1,731,000.00
This Amendment #8 (Cost Increase/Addition; Time Extension from December 31, 2022 to December 30, 2023; PO# P154104):	\$96,000.00
Revised Contract Amount:	\$1,827,000.00

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

Hussey Gay Bell

City of Columbia

Office of the City Manager

Kevin Strickland

Print Name

Signature

11/18/22

Date

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

11/17/2022

Teresa Wilson, City Manager

Signature

Date

Witness

HUSSEY GAY BELL*Established 1958***COST CHANGE AMENDMENT #8**

November 2, 2022

Mr. John T. Riggs, PE
Deputy Director of Major Capital Projects
City of Columbia
Utilities and Engineering
P.O. Box 147
Columbia, South Carolina 29217

Subject: **PROJECT NAME: East Rocky Branch Improvements Phase 2**
CIP NUMBER: S733702

Dear Mr. Riggs,

Under a previously executed City of Columbia contract for SS733702, Hussey Gay Bell was commissioned to provide engineering services for the construction of approximately 7,200 linear feet of 36" and 42" gravity sewer main to replace existing gravity sewer (sizes 20" to 30") from manhole 24193MH to manhole 14373 MH.

The purpose of this amendment is to extend the contract to December of 2023 to encompass the additional construction time needed and to provide for additional engineering support services during four additional months of construction.

Noted on the attached amendment detail pages are the Scope addition, Compensation, and Schedule adjustments necessary for this change.

Hussey Gay Bell appreciates the opportunity to provide this modification to the City of Columbia for the East Rocky Branch Improvements Phase 2 project. If you should have any questions, please feel free to contact me.

Sincerely,

HUSSEY GAY BELL



Kevin F. Strickland, PE
Principal

cc: Jamie Kelso, PE, Clean Water 2020 Project Manager

1010 Gervais Street, Floor 3 • Columbia, South Carolina 29201 • 803.799.0444 • husseygaybell.com

COST CHANGE AMENDMENT 8 – Task Details

PROJECT NAME: East Rocky Branch Improvements Phase 2
CIP NUMBER: SS733702

I. SCOPE ADDITION

Task 800 – Engineering Services During Construction

Additional scope is included for four (4) months of additional construction administration including coordination with the contractor. This also includes four (4) additional monthly progress meetings.

Task 850 – Periodic Construction Observation

Additional scope is included for four (4) months of additional construction observation, to include weekly site visits by the Project Engineer and part time (20 hours per week) construction observation by the field representative.

II. COMPENSATION

The following changes to the initial SS#733702 contract are requested in this amendment:

- Task 800 and Task 850 – “Engineering Services During Construction” – increase dollar amount by \$96,000 (from \$556,000 to \$652,000).

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

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$96,000	\$0	\$0	\$96,000
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$249,600	\$(127,600) [CA #1] \$72,000 [CA#2]	\$0	\$194,000
Task 300	Survey and Utility Mapping	\$172,800	\$(56,800) [CA#1] \$67,000 [CA#2] \$5,000 [CA#5]	\$0	\$188,000
Task 400	Geotechnical Investigation	\$48,000	\$17,000 [CA#2]	\$0	\$65,000
Task 500	Final Design	\$806,400	\$(525,000) [CA#1] \$119,000 [CA#2] \$30,000 [CA#5]	\$0	\$430,400
Task 600	Permits and Property	\$76,800	\$46,000 [CA # 2]	\$0	\$122,800
Task 650	Permits and Property (Permit Fees)	\$0	\$5,000 (NTE) [CA#1]	\$0	\$5,000 (NTE)
Task 700	Bidding and Award	\$28,800	\$0	\$0	\$28,800
Task 800	Engineering Services During Construction	\$441,600	\$(51,600) [CA#1] \$130,000 [CA#5] \$36,000 [CA#7]	\$96,000	\$652,000
Task 1000	Project Closeout	\$0	\$21,000 [CA#1] \$9,000 [CA #2]	\$0	\$30,000
Task 1100	Additional Services	\$0	\$15,000 (NTE) [CA#1]	\$0	\$15,000 (NTE)
Total Fee		\$1,920,000	\$(720,000) [CA#1] \$330,000 [CA#2] \$165,000 [CA#5] \$36,000 [CA# 7]	\$96,000	\$1,827,000

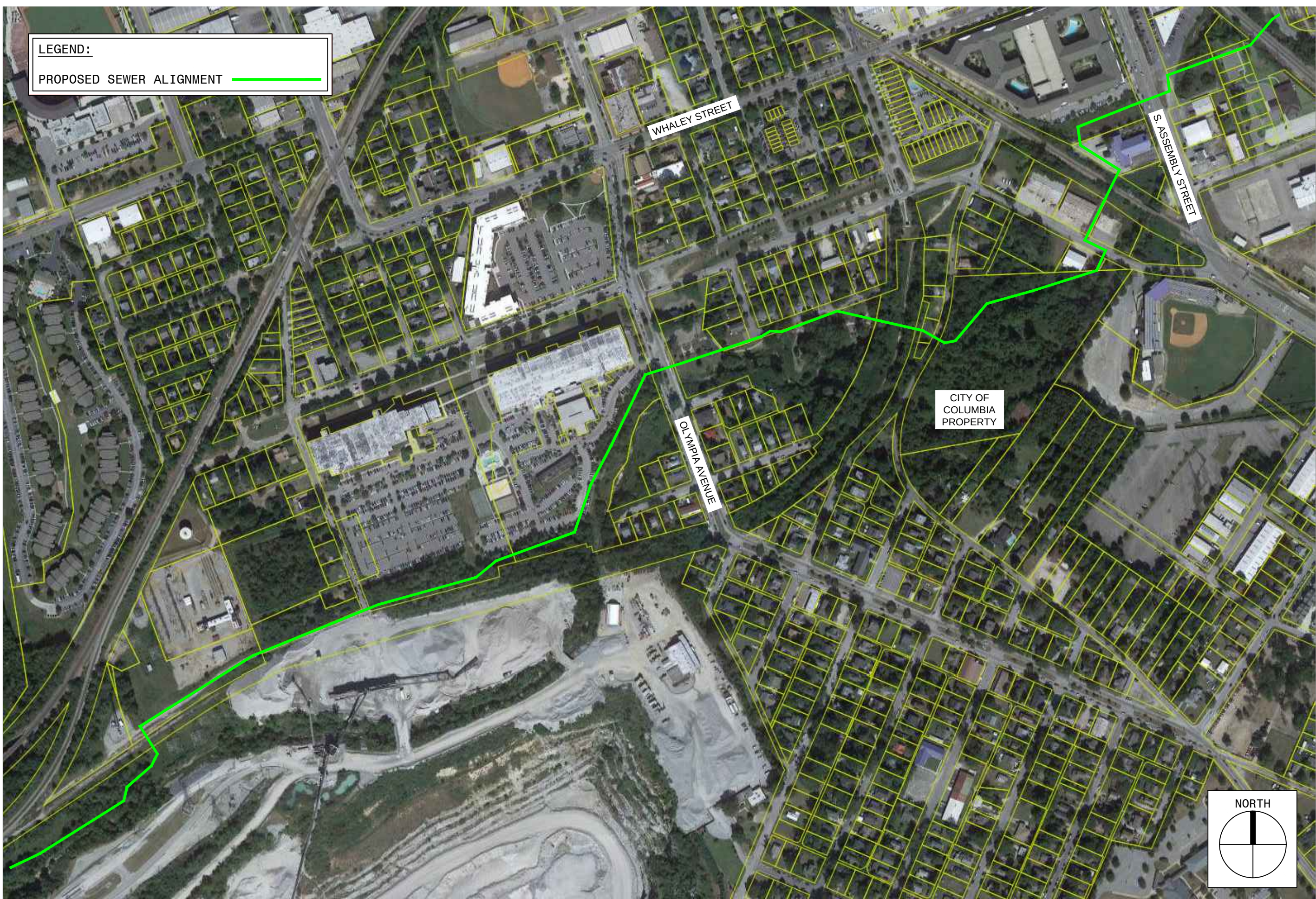
III. SCHEDULE

The project schedule will be modified to include twelve (12) additional months for the construction and close out phases once approval of the amendment has been given by the City. The revised Hussey Gay Bell contract expiration date shall be December 30, 2023.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Civil Engineering of Columbia (CEC) as a Protégé Firm and Terracon as a sub-consultant Firm, for a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 20.7%. MA Engineering Consultants was added as a sub-consultant Firm with CA#1. Environmental Permitting Consultants (EPC) was added as a sub-consultant Firm with CA#2. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. The Protégé participation will increase to 21.6%. This amendment will increase the total combined Protégé/Sub-consultant fee to 24.9%.

	Total Contract Amount	CEC Amount (Protégé)	% of Contract Amount	Terracon Amount (Sub-cons.)	% of Contract Amount	MA Eng. Amount (Sub-cons.)	% of Contract Amount	EPC Amount (Sub-cons.)	% of Contract Amount	K&P Eng. Amount (Sub-cons.)	% of Contract Amount
Original Contract	\$1,920,000	\$384,000	20.0%	\$14,300	0.7%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA#1	\$(720,000)	\$(144,000)	20.0%	\$0	0.0%	\$8,500	1.2%	\$0	0.0%	\$0	0.0%
CA#2	\$330,000	\$66,000	20.0%	\$6,700	2.0%	\$2,000	0.6%	\$17,500	5.3%	\$0	0.0%
CA #3	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #4	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #5	\$165,000	\$33,000	20.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #6	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #7	\$36,000	\$7,200	20.0%	\$4,150	11.5%	\$0	0.0%	\$3,750	10.4%	\$3,300	9.2%
CA #8	\$96,000	\$48,000	50%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
New Total Contract Amount	\$1,827,000	\$394,200	21.58%	\$25,150	1.38%	\$10,500	0.57%	\$21,250	1.16%	\$3,300	0.18%



LEGEND:
PROPOSED SEWER ALIGNMENT

HUSSEY GAY BELL

Established 1958

1219 ASSEMBLY STREET, COLUMBIA, SC 29201 / T:803.799.0444

DESIGNED RTC	DRAWN RTC	CHECKED RTC
DATE: 05/2019		
JOB NO. 315043005		
SCALE: N.T.S.		

EAST ROCKY BRANCH IMPROVEMENTS PHASE 2
(SS733702)
FOR
THE CITY OF COLUMBIA
PROPOSED SEWER ALIGNMENT

DRAWING NUMBER

E1



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Professional Services Agreement for Project SD8503; Rocky Branch Alternative Evaluation and Preliminary Design, as requested by Columbia Water on November 11, 2022. Award to ESP Associates, Inc. in an amount not to exceed \$209,720.00. The term of this agreement is December 13, 2022 through June 13, 2024, with two optional one-year renewal periods. This firm is located Charlotte, NC.

REQUISITION NO.: R219709

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Bypass and Tunnel - Capital Project Costs (5549999-SD850301-658650). The original budget amount is \$209,720.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. ESP Associates, Inc. is the mentor and will provide project management and oversight, associated modeling, alternative evaluations, and begin initial preliminary design at 79.97% (\$167,720.00) of the total Contract amount.

Hybrid Engineering, Inc., located in Irmo, SC, is the protégé and will provide preliminary design initiation, overall project scope of services, quality, deliverables, schedule and engineering support at 20.03% (\$42,000.00) of the total contract amount.

There were 19 responses to RFQ004-17-18-(SL) Stormwater Professional Services (CIP).

ATTACHMENTS:

- **#a:** MT Memo SD8503 (DOCX)
- **#b:** Final.Agreement.SD8503RockyBranchAlterEval&PrelimDesign.ESP (PDF)

ESP Associates, Inc.
SD8503 Rocky Branch Alternative Evaluation and Preliminary Design



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-17-18-SL Stormwater Professional Services (CIP).

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and ESP Associates, Inc., (hereinafter referred to as the “Engineer,”), to provide continued improvement alternative evaluations and begin initial phases of preliminary design of drainage improvement to mitigate flooding in portions of the Rocky Branch watershed 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.

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of eighteen (18) months, with the option to continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. 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 Agreement 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 Agreement shall not exceed Two Hundred Nine Thousand, Seven Hundred Twenty Dollars and No/100 (\$209,720.00).

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

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 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.

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SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>20.03</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 20.03%

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary

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SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. 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 Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the 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 Agreement.

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100

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SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

(\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

9. PERMITS & LICENSES

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

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

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

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

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

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

- A. **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

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

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

ESP Associates, Inc.
SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

City of Columbia

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

ESP Associates, Inc.

Name: Neil Banarjee
 Title: Project Manager
 Address: PO Box 7030
 Charlotte, NC, 28241
 Phone: 803-835-0890
 Fax: N/A
 Email: nbanerjee@espassociates.com

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

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

- 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 Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 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 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,

ESP Associates, Inc.

SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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 Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

ESP Associates, Inc.
SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

ESP Associates, Inc.
SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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
11/17/2022

ESP ASSOCIATES, INC.

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

ESP Associates, Inc.
SD8503 Rocky Branch Alternative Evaluation and Preliminary Design

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

PROJECT BACKGROUND AND UNDERSTANDING

The Rocky Branch watershed drains an approximate 4 sq. mi. urbanized portion of southwest Columbia, including Five Points and portions of downtown and the USC campus. The drainage system in the watershed consists of approximately 3 miles of open channels and 54 miles of closed pipe systems. The watershed has a history of flooding, particularly in the upper section near Five Points and Gervais Street, as well as in lower section near the intersection of Whaley St. and Main St. As part of an overall watershed drainage improvement planning effort, ESP has evaluated and developed several localized and area-based improvement concepts to help mitigate flooding.

The City is interested in performing additional modeling/evaluations to further refine previously considered improvement alternatives, as well as, evaluate newly identified potential alternatives. Anticipated potential improvements to be evaluated include (but are not limited to): upgrading and/or adding pipe/culvert systems; channel modification; detention; gravity and/or piped bypass systems; and similar alternatives to reduce flooding potential in the watershed. In addition to evaluating impacts from improvements, the evaluation will consider the collective impacts of the improvements. A preliminary list of anticipated alternatives to be considered is shown in the table below. This list may be modified (added/reduced) as the project needs require and as project budget allows. Figure 1 is a map of the watershed with general points of interest noted for reference.

Table 1. Initial Improvement Alternatives Under Consideration

Alternative Name	Description	Status / Considerations
Whaley & Main Improvements	Includes culvert upgrades, roadway modifications, and channel modifications to address chronic flooding near Whaley & Main	• Concept plans and estimated costs previously developed • Requires FEMA floodplain permitting • Other upstream improvements may reduce or eliminate need
Gervais Bypass and System Upgrades – Option 1	Includes bypass options and localized improvements to reduce flooding in Five Points and near Gervais.	• Cursory concept plans and estimated costs previously developed for gravity and pump alternatives that outfalls directly to Congaree River • Concept to be modified to outlet to potential
Gervais Bypass and System Upgrades – Option 2	Includes bypass to reduce flooding in Five Points and near Gervais.	• Similar general concept to Gervais Bypass concept (above) but uses deeper system to shorten/simplify path to outfall • Had started very high-level exploratory discussions, but halted due to potential cost
Maxcy Gregg Detention	Includes converting all/most of Maxcy Gregg Park to detention	• Preliminary design concept started (no detailed evaluation or cost estimates) • Likely would be used to store/attenuate diverted flow from bypass concept (above)
Maxcy Gregg Stream Restoration	Includes bank stabilization and potential benching of stream within park	• Preliminary design and cost estimates previously developed by Wood (now WSP) • On hold while detention option (above) is being considered
Gregg St. Detention	Includes acquisition/detention upstream of Gervais St	• Preliminary design concepts and estimated costs previously developed for 3 options. • Had been removed from consideration due to real estate concerns, but back on table

Gervais St. Detention	Includes acquisition/detention near Gervais and Lauren St.	• Preliminary design concept started (no cost estimates) • Recent option to provide supplemental attenuation to Gregg St. detention (above)
Gervais St. Flood Wall	Includes floodwall to protect property near Gervais and Lauren St.	• Preliminary design concept and cost estimate previously developed • Alternative option to help protect business if acquisition/detention option (above) not pursued
Dreyfus Rd Detention	Includes detention at/near City Ballpark	• Recent alternative, no previous evaluations conducted
Millwood Detention	Includes acquisition/detention upstream of MLK Park	• Preliminary design concept recently developed and modeled by Black & Veatch. • Consider as supplemental detention with other options
Queen St. Pipe Upgrades	Includes drainage system improvements	• Preliminary design concept recently developed and modeled by Black & Veatch. • No flood reduction anticipated
Taylor-Washington Pipe Upgrades	Includes drainage system improvements	• Preliminary design concept recently developed and modeled by Black & Veatch. • No flood reduction anticipated • Potentially coordinate with SCDOT for surface drainage improvements

SCOPE OF SERVICES

ESP, with support from our protégé subconsultant (Hybrid Engineering), will perform improvement alternative evaluation and documentation to develop a flood mitigation strategy for the watershed. ESP will lead all technical analyses. Hybrid Engineering (Hybrid), will provide general civil engineering, cost estimating, and quality control support.

Task 1 – Project Administration

ESP will perform standard project administration/management duties and coordinate with the City throughout the project to facilitate a smooth project. Project administration will facilitate resource allocation, oversight, and coordination with internal team members (including subconsultants) to successfully implement the scope of services, as well as provide project invoicing and status reporting for the City. It is anticipated that general coordination will be through informal means (email, phone, Teams, etc.) throughout the duration of the project.

Task 2 – Improvement Alternative Development and Evaluation

ESP will perform coordination and engineering analyses to further develop and evaluate improvement alternatives to reduce flooding in the Rocky Branch watershed. ESP will consider alternatives identified in Table 1, as well as others requested by the City that can be accommodated within the allocated project budget. Improvement development and evaluation will include:

- Alternative concept development/refinement that includes developing key improvement components (feature quantities, lengths, sizes, volumes, etc. for new/modified drainage systems elements) that provide sufficient detail to evaluate flood reduction potential and develop updated planning level opinions of probable construction costs
- Hydrologic and hydraulic (H&H) modeling to quantify flood reduction impacts (individually and collectively where applicable). ESP will use/leverage existing models that have been developed in the watershed (watershed-wide EPA SWMM model, upper watershed XP-SWMM, FEMA HEC-HMS/HEC-RAS) to perform the H&H evaluations. ESP will update or modify existing models as deemed necessary to evaluate the improvement options. It is noted that due to the nature of the existing models and

anticipated alternatives, a combination of models is anticipated to be used for the evaluations rather than having a single model platform for all evaluations.

- Recommendations for improvement options based on combinations of individual alternatives evaluated
- Development of new or updated plan/profile exhibits showing preliminary design elements/parameters of each concept.
- Development of new or updated opinions of probable construction costs
- Development of new or updated real estate impact tabulations
- Tabulations of flood reduction impacts for individual and selected groupings of combined alternatives.
- Development of implementation consideration narratives

Task 3 – Study Report and Outreach Support

ESP will prepare a study report that summarizes the project context and describes the approaches, findings, and recommendations of the evaluations. The report will include improvement design exhibits, cost estimates, and other associated information, as report appendices. ESP will provide a draft report in digital PDF format for review and comment by the City. ESP will then respond to one round of City comments/questions and provide a final report sealed by a professional engineer licensed in South Carolina.

ESP will also support outreach and other communications associated with the report to other project stakeholders, City Management, and/or elected officials. This proposal includes up to three (3) in-person meetings for coordination with the City and/or stakeholder outreach. One of the meetings is anticipated to be a formal presentation to City Council. For formal meetings, ESP will assist in preparation of materials necessary for the meeting, as well as prepare and distribute agenda and meeting minutes. For the anticipated City Council meeting, three (3) senior members of ESP's project team will participate.

It is the anticipation that after stakeholder meetings are held, a final selection of alternatives and an overall implementation strategy will be determined to move forward with preliminary design as described in the next task.

Task 4 – Preliminary Design Initiation

Following the selection of flood mitigation improvement alternatives identified in the previous tasks, ESP will initiate the preliminary design phase. As the specific alternatives to be designed are not known, this task is being included to allow design to start/continue while detailed design scope and fees are being developed and working through the City's procurement process. The fee associated with this task is considered an initial allowance that may be used for more detailed engineering design-level modeling and evaluations, field survey/exploration, and similar design tasks.

PROPOSAL EXCLUSIONS

The above scope of services does not include (unless specifically agreed upon for use of contingent or additional funding):

- Full design-level field survey/exploration
- Full engineering design
- Development of formal design plans, specifications, easement plats, or construction documents
- Coordination with external stakeholders/agencies (e.g. railroad companies, permitting agencies, private property owners, etc.) beyond outreach efforts described in Task 5
- Formal/Detailed property impacts and/or real estate related valuations

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

It is anticipated that the project will be completed within 18 months of Notice-to-Proceed (NTP), with Tasks 1 – 3 being completed within 6 months, followed by 12 month of preliminary design initiation.

This schedule is variable and can be affected by coordination, review time, and/or scheduling of outreach activities.

EXHIBIT C – COMPENSATION/STAFF HOURLY RATES

ESP proposes to provide professional services for the combination of hourly and lump sum base task subtotals shown. Estimates for each task are provided for general reference. Twenty (20%) of the maximum contract total shown below is allocated to our protégé firm (Hybrid).

Task	Hours	Fees
<i>Task 1: Project Administration</i>	60	\$13,200
<i>Task 2: Improvement Alternative Development and Evaluation</i>	324	\$51,250
<i>Task 3: Study Report and Outreach Support</i>	168	\$26,070
<i>Task 4: Preliminary Design Initiation</i>	480	\$76,800
<i>ESP Hourly Cost Subtotal</i>	1,032	\$167,320
<i>Subconsultants (Lump Sum)</i>		\$42,000
<i>Direct Costs (Lump Sum)</i>		\$400
<i>Maximum Contract Total</i>		\$209,720

ADDITIONAL SERVICES

Any item not contained in the Scope of Services and/or listed as an exclusion will be deemed as an Additional Service. ESP will provide Additional Services beyond the scope of this proposal where authorized in writing by the City on an hourly basis or on a negotiated fee basis.

WORKLOAD COST ESTIMATE DETAIL
SD8503 Rocky Branch Improvement Alternatives Evaluation

Last Revised:

Prepared By: Banerjee

11/8/2022

Previous Versions: 10/26/22; 10/17/22; 9/25/2022

ESP HOURLY LABOR	Billing Rates (\$/hr):	Project Manager i QC Manager	Senior Project Engineer	Project Engineer	Staff Engineer	Engineering i GIS Specialist	Technician i Admin	ESP Hour Totals	ESP Fee Totals	Notes
Task 1: Project Administration	40	20	20	0	0	0	0	60	\$13,200	
Task 2: Improvement Alternative Development and Evaluation	40	54	54	100	130	0	0	324	\$51,250	
Task 3: Study Report and Outreach Support	24	24	24	50	50	20	0	168	\$26,070	
Task 4: Preliminary Design Initiation	600	100	100	120	200	0	0	480	\$76,800	
Hourly Totals	164	198	198	270	380	20	0	1,032	167,320	
Hourly Fee Totals	\$37,720	\$39,600	\$39,600	\$40,500	\$47,500	\$2,000	\$0		\$167,320	
<i>Subconsultant Totals</i>									<i>\$42,000</i>	<i>See Subconsultant Detail</i>
<i>Direct Cost Totals</i>									<i>\$400</i>	<i>See Direct Cost Detail</i>
Contract Totals									\$209,720	

Subconsultant Detail (Lump Sum):

Hybrid \$42,000 Protégé general civil subconsultant
Subconsultant Totals: \$42,000

Direct Cost Detail (Allowance):

Travel Expenses \$400 Mileage, parking, etc.
 Reproduction / Outreach \$0 Printing, copies, media, etc.
Direct Cost Totals: \$400

Protege Participation:

Contract Total \$209,720.00
 Protégé Total \$42,000.00
 Protégé Percentage 20.03%

Engineering

Designer I	\$	115.00
Designer II	\$	125.00
Designer III	\$	135.00
Project Manager I	\$	125.00
Project Manager II	\$	135.00
Project Manager III	\$	140.00
Project Manager IV	\$	145.00
Senior Project Manager I	\$	155.00
Senior Project Manager II	\$	160.00
Project Engineer I	\$	150.00
Project Engineer II	\$	175.00
Project Engineer III	\$	180.00
Senior Project Engineer I	\$	200.00
Senior Project Engineer II	\$	220.00
Senior Project Engineer III	\$	225.00
Senior Managing Engineer I	\$	230.00
Senior Managing Engineer II	\$	240.00
Senior Managing Engineer III	\$	250.00
Engineer Director I	\$	290.00
Engineer Director II	\$	320.00
Staff Scientist I	\$	85.00
Staff Scientist II	\$	95.00
Staff Scientist III	\$	105.00
Project Geologist I	\$	130.00
Project Geologist II	\$	145.00
Senior Project Geologist I	\$	170.00
Senior Project Geologist II	\$	190.00
Principal	\$	290.00
Managing Principal	\$	360.00
Senior Managing Principal	\$	385.00

Surveying

Survey Crew	\$	175.00
Survey Crew - 1 Man	\$	115.00
Survey Crew - 2 Man	\$	175.00
Survey Crew - 3 Man	\$	210.00
Survey Crew - 4 Man	\$	260.00
Hydrographic Survey Crew (Small Vessel)	\$	240.00
Hydrographic Survey Crew (Large Vessel)	\$	270.00
Hydrographic Survey Vessel Captain	\$	185.00
Hydrographic Survey Tech I	\$	100.00
Hydrographic Survey Tech II	\$	115.00
Hydrographic Survey Tech III	\$	130.00
GPS Crew – GIS Mapping 2 Man	\$	150.00
GPS Crew – RTK 1 Man	\$	130.00
GPS Crew – RTK 2 Man	\$	155.00
GPS Technician I	\$	90.00
GPS Technician II	\$	105.00
GPS Technician III	\$	120.00
GPS Technician IV	\$	135.00
Field Manager	\$	125.00
Survey Technician I	\$	100.00
Survey Technician II	\$	115.00
Survey Technician III	\$	135.00
Survey Technician IV	\$	140.00
Senior Survey Technician	\$	155.00
Survey Project Manager I	\$	115.00
Survey Project Manager II	\$	130.00
Survey Project Manager III	\$	155.00
Survey Project Manager IV	\$	180.00
Project Surveyor I	\$	135.00
Project Surveyor II	\$	150.00
Project Surveyor III	\$	165.00
Senior Project Surveyor I	\$	170.00
Senior Project Surveyor II	\$	190.00
Managing Surveyor I	\$	175.00
Managing Surveyor II	\$	190.00
Managing Surveyor III	\$	200.00
Senior Managing Surveyor I	\$	205.00
Senior Managing Surveyor II	\$	235.00
Senior Managing Surveyor III	\$	255.00
Surveying Director I	\$	285.00
Surveying Director II	\$	300.00

UAS

UAS Pilot - LiDAR	\$	230.00
UAS Pilot - Photos/Video (Non-Ortho)	\$	185.00
UAS Visual Observer - 1 Man	\$	85.00
UAS Visual Observer - 2 Man	\$	145.00
UAS Visual Observer - 3 Man	\$	205.00
UAS Tech I	\$	105.00
UAS Tech II	\$	120.00
UAS Project Manager II	\$	165.00
UAS Senior Project Manager I	\$	210.00
UAS Senior Project Manager II	\$	235.00

Remote Sensing

Certified Photogrammetrist	\$	195.00
Certified Mapping Scientist - Lidar	\$	170.00
Remote Sensing Project Manager I	\$	130.00
Remote Sensing Project Manager II	\$	140.00
Lidar Technician I	\$	65.00
Lidar Technician II	\$	75.00
Lidar Technician III	\$	85.00
Lidar Technician IV	\$	95.00
Photogrammetric Technician I	\$	75.00
Photogrammetric Technician II	\$	85.00
Photogrammetric Technician III	\$	100.00
Photogrammetric Technician IV	\$	110.00
Orthophoto Technician I	\$	75.00
Orthophoto Technician II	\$	90.00
Orthophoto Technician III	\$	100.00
Orthophoto Technician IV	\$	120.00

Planning

Land Planner I	\$	110.00
Land Planner II	\$	125.00
Land Planner III	\$	135.00
Senior Land Planner I	\$	140.00
Senior Land Planner II	\$	160.00
Managing Land Planner	\$	175.00
Senior Managing Land Planner I	\$	205.00
Senior Managing Land Planner II	\$	225.00
Planning Director I	\$	295.00
Planning Director II	\$	300.00

Landscape Architecture

Landscape Architect	\$	150.00
Senior Landscape Architect I	\$	170.00
Senior Landscape Architect II	\$	195.00
Senior Managing Landscape Architect I	\$	235.00

Subsurface Utility Engineering

SUE Crew – Vacuum Excavation 2 Man	\$	290.00
SUE Crew – Vacuum Excavation 3 Man	\$	340.00
SUE Crew – Designating 1 Man	\$	120.00
SUE Crew – Designating 2 Man	\$	180.00
SUE Survey Crew	\$	180.00
SUE Analyst I	\$	95.00
SUE Analyst II	\$	110.00
SUE Analyst III	\$	125.00
SUE Project Manager I	\$	120.00
SUE Project Manager II	\$	130.00
SUE Project Manager III	\$	150.00
SUE Project Manager IV	\$	170.00
SUE Project Surveyor I	\$	160.00
SUE Project Surveyor II	\$	180.00
SUE Project Surveyor III	\$	200.00

High Definition Scanning

Static Scan Crew	\$	230.00
Mobile Scan Crew	\$	250.00
SCAN Technician I	\$	110.00
SCAN Technician II	\$	125.00
SCAN Technician III	\$	145.00
SCAN Technician IV	\$	165.00
Senior Scan Technician	\$	175.00
Scan Project Manager I	\$	170.00
Scan Project Manager II	\$	185.00
Scan Project Manager III	\$	200.00
Senior Scan Project Manager I	\$	215.00
Senior Scan Project Manager II	\$	230.00

GIS

Senior GIS Analyst	\$	150.00
GIS Technician I	\$	100.00
GIS Technician II	\$	115.00
GIS Technician III	\$	130.00
GIS Analyst I	\$	135.00
GIS Analyst II	\$	140.00
GIS Project Manager	\$	150.00
Senior GIS Project Manager	\$	170.00
GIS Manager	\$	195.00
Senior GIS Manager I	\$	210.00
Senior GIS Manager II	\$	230.00

Geophysics

Project Scientist I	\$	115.00
Project Scientist II	\$	125.00
Project Scientist III	\$	135.00
Project Scientist IV	\$	145.00
Project Geophysicist I	\$	155.00
Project Geophysicist II	\$	165.00
Project Geophysicist III	\$	175.00
Senior Geophysicist I	\$	180.00
Senior Geophysicist II	\$	190.00
Senior Geophysicist III	\$	200.00
Senior Geophysicist IV	\$	205.00
Senior Managing Geophysicist	\$	220.00

Construction Engineering Inspection

Transportation Tech Trainee	\$	75.00
Transportation Tech I	\$	95.00
Transportation Tech II	\$	105.00
Inspector	\$	100.00
Transportation Tech III	\$	115.00
Transportation Tech IV	\$	130.00
Senior Inspector	\$	120.00
Transportation Tech V	\$	140.00
Transportation Tech VI	\$	150.00
Assistant Resident Engineer	\$	160.00
Resident Engineer	\$	170.00
CEI Project Manager	\$	165.00
Construction Services Manager	\$	190.00
Senior Construction Services Manager	\$	200.00

Applications Development

Application Programmer	\$	140.00
Applications Project Manager I	\$	145.00
Applications Project Manager II	\$	150.00
Senior Applications Project Manager	\$	170.00
Applications Manager	\$	200.00
Senior Applications Manager I	\$	200.00
Senior Applications Manager II	\$	205.00
Applications Director I	\$	260.00
Applications Director II	\$	265.00

Administrative

Courier	\$	75.00
Administrative Assistant I	\$	75.00
Administrative Assistant II	\$	95.00
Senior Admin. Assistant I	\$	100.00
Senior Admin. Assistant II	\$	120.00

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTR**14.b**

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 Unique Entity ID & CAGE # (REQUIRED)	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)
Hybrid Engineering, Inc. / 7400 Irmo Dr Columbia, SC / DUNS# 849019414 / CAGE# 58QK0	V013182	Engineering Support	\$42,000	20.03%	SBE	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 \$ 42,000****TOTAL CONTRACT AMOUNT: \$ 209,720**

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

Business Name: _ - ESP Associates, IncRepresentative Name/Title: David M. Key / Director - Water ResourcesDate: November 16, 2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Hybrid Engineering Inc

Company Name

7400 Irmo Dr

Physical Address

7400 Irmo Dr

Mailing Address

Columbia, SC

29212

City/State Zip Code + 4

803 407-0472

()

Phone number

803 407-0473

()

Fax number

C. Douglas Clary, Jr, P.E.

Larry Watts

Primary Contact Name

Secondary Contact Name

dclary@hybrideng.com

lwatts@hybrideng.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



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: 11/7/22

Mentor Amount: \$167,720

Project Name: Rocky Branch Alternative Evaluation and Preliminary Design

Mentor % of Total Contract: 79.97%

Project #: SD #8503

Protégé Amount: \$42,000

Mentor: ESP Associates, Inc

Protégé % of Total Contract: 20.03%

Protégé: Hybrid Engineering, Inc

Duration of the Project: ~~6 Months~~

Total Project Contract Amount: \$209,720

18 Months
FEB 11/9/22

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.

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime firm on this project and will provide overall project management and oversight, while performing the majority of the associated modeling, alternative evaluations and begin the initial preliminary design of improvements to mitigate flooding in portions of the Rocky Branch watershed. Hybrid Engineering will provide preliminary cost estimation and constructibility reviews for this project.

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

As a Protege, Hybrid is looking to expand their capabilities for storm water and flood mitigation, add to their qualifications regarding larger projects, and improve their software capabilities. This project will allow Hybrid to increase their revenue, get valuable experience working on a large CIP project for the City.



CITY OF COLUMBIA

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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.

Hybrid will be an integrated team member and participate in this project. Hybrid will attend regular Project Team meetings, help provide professional insight and peer review assistance throughout the project. Hybrid will work alongside ESP staff during applicable project phases.

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:

Mentor:

Project Manager: Neal Banerjee, Sr. Project Engineer: Andrew Martin
Team Coordination and QA-QC: David Key, Project Engineer: Katie Betz

Protégé:

Protégé:

Project Manager: Doug Clary Designer: Larry Watts

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?
None additional	n/a	n/a

Special Arrangements:

None at this time.



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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:

ESP is in responsible charge of providing the City with the four project tasks. These include Project Administration (Task 1), Stormwater Improvement Alternative Development and Evaluation (Task 2), Study Reporting / Outreach (Task 3) and Preliminary Design Initiation (Task 4). ESP will be responsible to the overall delivery of the feasibility study, quality and schedule.

b. Description of Protégé responsibilities on project:

Hybrid is responsible for assisting the Mentor with cost estimation and constructibility reviews for recommended alternatives. +

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

ESP and Hybrid will work as a team for Task 4 - Preliminary Design initiation. ESP will be responsible to the overall project scope of services, quality, deliverables and schedule.

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

ESP and Hybrid will prepare and deliver professional services and perform administration services throughout the project. This project has a schedule of approximately 6 months and the protege will be utilized in Task 4 or the final phase of the projects four phases (or tasks).

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

- A. Project Kickoff Meetings at the start of each Phase of work to define specific roles, work tasks, timelines, budgets, and expected deliverables;
- B. Bi-weekly Team Progress Meetings/Conference Calls to discuss project status and issues;
- C. Frequent QA/QC review of work performed by both Mentor and Protege throughout project

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

Hybrid will submit detailed monthly invoicing to ESP in accordance with the applicable contractual agreements and at identified schedule for inclusion within ESP Associates monthly invoice to the City. Hybrid will be paid by ESP in accordance with the City's applicable Prompt Payment Requirements and the agreement between ESP and Hybrid.



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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 ESP Associates, Inc (Mentor Firm) this 7th day of November 2022.
Corporate SEAL

By: David M. Key

Title: Director - Water Resources and GIS

Firm Name: ESP Associates, Inc.

ATTEST:

By: Neal Banerjee

Title: Water Resources Department Manager

EXECUTED by C. Douglas Cary, Jr. (Protégé Firm) this 7th day of NOVEMBER 2022.
Corporate SEAL

By: C. Douglas Cary, Jr.

Title: PRESIDENT

Firm Name: HYBRID ENGINEERING, INC.

ATTEST: Hampton S. Clay

By: Hampton S. Clay

Title: Engineering Technician

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 11th day of
November 20 22.

By: LaTonya B Germany

Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a new Contract for Project SS7626; Senate Street Gravity Sewer Completion, as requested by Columbia Water on October 26, 2022. Award to McClam and Associates, Inc. as a Sole Source in an amount not to exceed \$355,700.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R219528

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Senate Street Gravity Sewer - Capital Project Costs (5529999-SS762601-658650). The original budget amount is \$355,700.00.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Construction Contract MT Memo SS7626 Senate St Gravity Completion (PDF)
- **#b:** APPROVED - 22014837 - Sole Source Agreement for McClam and Associates for SS7626 Senate Street Gravity Sewer Completion Project (PDF)
- **#c:** APPROVED - 22014837 - McClam and Associates SS Justification for SS7626 Senate Street Gravity Sewer Completion Project (PDF)
- **#d:** SS7626 - Additional Background and Justification (DOCX)
- **#e:** SS7425 Location Map(PDF)
- **#f:** SS7425 RB03 Senate St Updated Drawings_5-23-2022 (PDF)

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2023. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Three Hundred Fifty-five Thousand, Seven Hundred Dollars and 10/100, (\$355,700.10)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees

to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

☐ **PROFESSIONAL LIABILITY:** Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller providing any goods and/or services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. 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, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written)

between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 11/17/2022

By: _____

By: _____

Witness

Title: City Manager

Date: _____

MCCLAM AND ASSOCIATES, INC

By: _____

By: _____

Witness

Title: _____

Date: _____

Requisition # _____

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Utilities Division,
(1)
SS7626 - Senate Street Gravity Sewer Completion Project
(2)

as a sole source procurement from McClam & Associates, Inc.
(3)

based upon the following justifications The Senate Street reroute was originally part of
(4)
SS7425 RB03 SSES rehab project. The work began in February 2022 but was delayed
due to its location and site access conflicts with Dominion's Coal Tar Removal Project.

Due to cost and scheduling, the remaining portion was removed from SS7425.

McClam was the subcontractor performing the work before it was halted (see attached).

This sole source is valid through June 30, 2023

Amount \$ \$355,700.10

Utilities - JH Tzip
Department

Dave Mcguis
Signature of Department Head

10/26/22
Date

Shannon Lizzowski
Signature of Purchasing Agent

11/3/2022
Date

K. Sullivan
Signature of Finance Director

11/10/2022
Date

Chris S. Sley
Signature of Asst. City Manager

11/17/2022
Date

Signature of City Manager

Date

***Form must be route in
the order of the signatures***

- Notes:
- (1) Enter Division Name
 - (2) Enter description of goods or services to be produced
 - (3) Enter name of sole source contractor
 - (4) Enter the basis of sole source procurement

APPROVED AS TO FORM
Chris S. Sley
Legal Department City of Columbia, SC

11/17/2022

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

SS7626 – Senate Street Gravity Sewer Completion ProjectAdditional Project Background and Justification (continued):

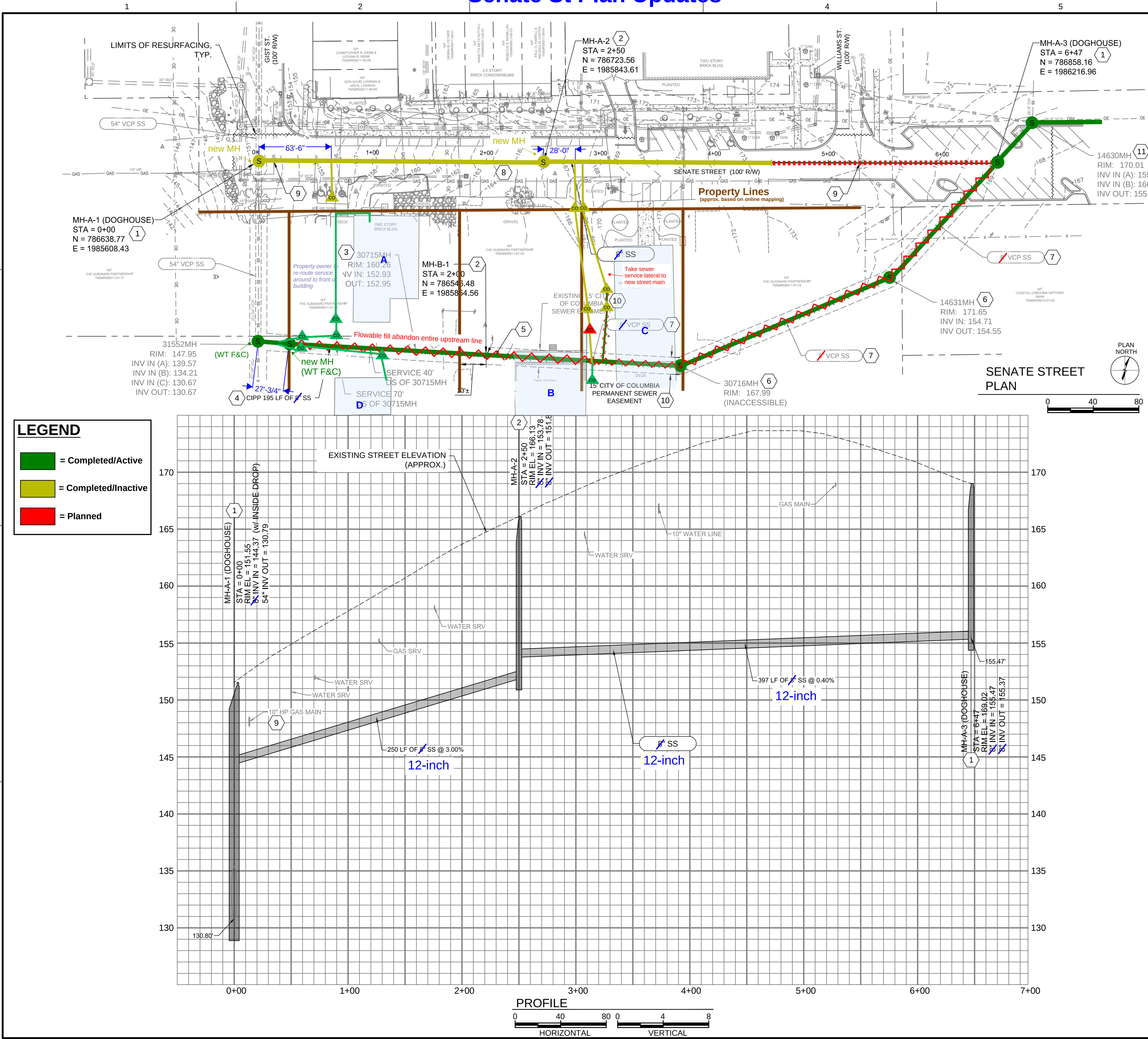
Due to the unforeseen delay of the Senate Street work portion of SS7425 due to Dominion Energy's coal tar removal work in the Congaree River, we removed the last segment of Senate Street gravity sewer from SS7425 to allow project SS7425 to close out on schedule. In addition, it was financially beneficial to utilize the sub pricing in-place of the original contract pricing under SS7425.

As part of SS7425, McClam & Associates has already purchased the materials to complete the project and has constructed more than half of the original pipe relocation. McClam's sub has also performed pre-blast surveys along the route in preparation for rock removal for the last section of gravity sewer.

Therefore, we request that McClam & Associates be retained under a separate sole source contract to complete the project as originally planned. The work related to rock fracturing is planned to take place directly after contract approval with the gravity sewer installation planned for the beginning of 2023 to avoid conflicts with holiday activities at local businesses along Senate Street.

Senate St Plan Updates

Path: P:\CLIENTS\COLUMBIA, CITY OF\151455 - ROCKY BRANCH RB03 SSES AND REHAB PROJECT\CADD\SHEETS\G-GENERAL FILENAME: 151455-G.6.DWG PLOT DATE: 1/13/2020 10:51 AM CAD USER: ANDY JUMPER



GENERAL NOTES:

- CONSTRUCT ALL MANHOLES PER DETAIL 1 ON DRAWING G.3, UNLESS OTHERWISE NOTED.
- ALL NEW MH FRAME AND COVERS SHALL BE WATERTIGHT.
- ALL WORK ASSOCIATED WITH THE SENATE STREET SEWER RELOCATION AS SHOWN ON THIS DRAWING SHALL BE COMPENSATED ON A LUMP SUM BASIS AS INDICATED ON THE BID FORM. ESTIMATED QUANTITIES (FOR REFERENCE ONLY) INCLUDE:
 - DIP GRAVITY SEWER - 647 FT
 - 48" DIA. PRECAST CONCRETE MH - 2
 - 48" DIA. PRECAST CONCRETE MH W/ 48" DOGHOUSE BASE - 1
 - 60" DIA. PRECAST CONCRETE MH W/ 84" DOGHOUSE BASE - 1
 - CIPP LINE 8" SS (INCL. CLEANING & CCTV) - 175 FT
 - CEMENTITIOUS LINING IN MH - 8 VERT. FT
 - REPLACE F&C WITH A WATERTIGHT F&C
 - REMOVE AND REPLACE ASPHALT - 750 SY
 - MILL AND RESURFACE ASPHALT ROAD - 3,800 SY
 - LINE, REPLACE, OR EXTEND SEWER SVC - 100 FT
- OTHER ANCILLARY WORK TO INCLUDE EROSION & SEDIMENTATION CONTROL, SEEDING, ABANDONMENT OF SEWER ASSETS, SEWER BYPASS, TRAFFIC CONTROL, ETC.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY ACCESS TO THE EXISTING BUSINESSES DURING THE INSTALLATION OF THE NEW GRAVITY ALONG SENATE STREET.

KEY NOTES

- DOGHOUSE MANHOLE. SEE DETAILS ON DRAWING G.3.
- NEW 48" DIA. PRE-CAST CONCRETE MANHOLE W/ WATERTIGHT FRAME AND COVER. SEE DETAIL 1 ON DRAWING G.3.
- REHAB 30715MH. CONTRACTOR TO REPLACE EXISTING FRAME AND COVER WITH NEW WATERTIGHT FRAME AND COVER, PER CITY OF COLUMBIA STANDARD.
- CIPP EXISTING 8" VCP SEWER LINE APPROXIMATELY 195 LF FROM 31552MH TO NEW MH-B-1.
- EXTEND EXISTING SEWER SERVICES TO NEW MH-B-1, AS SHOWN ON DRAWING. PRIOR TO CONSTRUCTION, CONTACT THE CITY'S REAL ESTATE DIVISION TO COORDINATE WITH PROPERTY OWNER.
- CONTRACTOR TO ABANDON EXISTING MANHOLE. SEE DETAIL 7 ON DRAWING G.3.
- EXISTING 8" SS TO BE ABANDONED IN PLACE AND FILLED WITH FLOWABLE FILL CONCRETE.
- CONTRACTOR TO MILL AND RESURFACE SENATE STREET (APPROX. 3,800 SY OF ASPHALT PAVEMENT), AND TO INCLUDE ALL STRIPING, PARKING LINES, PAINT, ETC. NEEDED TO RESTORE ROAD TO PRE-CONSTRUCTION CONDITION OR BETTER.
- COORDINATE WITH DOMINION ENERGY PRIOR TO EXCAVATION NEAR 10" HIGH PRESSURE GAS MAIN.
- SEWER EASEMENT IS ASSUMED. CONFIRM WITH CITY OF COLUMBIA'S REAL ESTATE DIVISION.
- REHABILITATION OF 14630MH SHALL BE INCLUDED WITHIN THE REHAB BID ITEMS AND NOT INCLUDED IN SENATE STREET RELOCATION BID ITEMS.

COLUMBIA, SOUTH CAROLINA

1/29/20

Drinking Water • Wastewater • Stormwater

ROCKY BRANCH
BASIN RB03
SEWER
REHABILITATION
PROJECT
(CITY CIP# SS7425)

REVISIONS		
REV	DATE	DESCRIPTION

DESIGNED: J. MAZZEI
DRAWN: A. JUMPER/H. SZEGLOWSKI
CHECKED: J. MAZZEI
CHECKED: -
APPROVED: -

LINE IS 2 INCHES
AT FULL SIZE

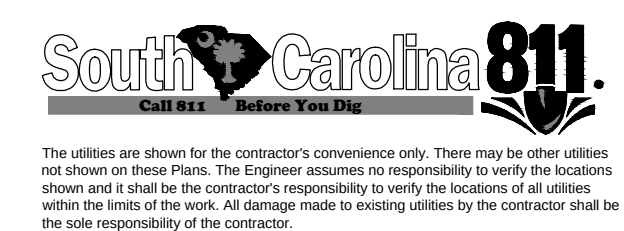
FILENAME: 151455-G.6.DWG
BC PROJECT NUMBER: 151455
CLIENT PROJECT NUMBER: -

GENERAL

SENATE STREET
PLAN & PROFILE

DRAWING NUMBER
G.6

SHEET NUMBER
6 OF 32





We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a new Contract for Project SS6966; Sanitary Sewer Pipe Rehabilitation, as requested by Columbia Water on August 1, 2022. Award to McClam and Associates, Inc. in an amount not to exceed \$8,231,658.00. This contractor is located in Little Mountain, SC.

REQUISITION NO.: R217816

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-SS696623-658650). The original budget amount is \$8,231,658.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this project was exceeded at 15.22%. McClam and Associates, Inc. is the prime contractor and will provide sanitary sewer construction services at 43.92% (\$3,615,515.05) of the total contract amount.

The following subcontractors will provide additional services:

Pipe Pros, LLC, located in Fort Mill, SC, will provide closed circuit television (CCTV) services, sewer cleaning, geographic information systems (GIS) services and smoke testing services at 13.35% (\$1,098,950.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 1.59% (\$130,818.00) of the total contract amount.

Smoak Construction Co., LLC, a Minority Business Enterprise (W) and CDBE located in Little Mountain, SC, will provide point repairs, restoration and access services at 13.63% (\$1,121,874.95) of the total contract amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured-in-place pipe (CIPP) services at 8.81% (\$725,000.00) of the total contract amount.

TriState Utilities, located in Chesapeake, VA, will provide cured-in-place pipe (CIPP) services at 18.70% (\$1,539,500.00) of the total contract amount.

There were two (2) responsive and responsible bids received for this project under BID005-22-23-CE.

This project is being bid for the initial period ending June 30, 2024. The city will have the option to renew the contract for up to three annual renewals at the same unit prices as indicated in the original bid submitted by the contractor. The contractor will have the right to accept or reject each of the three annual renewals.

Base Bid	\$8,231,658.00
----------	----------------

ATTACHMENTS:

- **#a:** Contract signed by Contractor (PDF)
- **#c:** McClam BIR Form (PDF)
- **#d:** Location Map (PDF)
- **#e:** Compliance Approval Memo (PDF)
- **#f:** CSP Letter of Commitment (PDF)
- **#g:** MT Memo SS6966 (DOCX)

CONTRACT

City of Columbia, South Carolina

SS6966 (CDBE)

Sanitary Sewer Pipe Rehabilitation

BID005-22-23-CE

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **McClam & Associates, Inc.**, with legal address and principal place of business at **1642 Holy Trinity Church Road, Little Mountain, SC 29075**, 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 begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by **June 30, 2024**. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period 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 **Eight Million Two Hundred Thirty-One Thousand Six Hundred Fifty-Eight Dollars and Zero Cents (\$8,231,658.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/06/2020

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each calendar day of delay until the Work is complete.

7.2 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.

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 Project Manual.

9.2.9 Project Specifications.

9.2.10 Overview Map.

9.2.11 Addenda numbers 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.

Space Intentionally Left Blank

Contractor

McClam + Associates Inc.

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Address for giving notices:

McClam + Associates Inc.1642 Holy Trinity Church RdLittle Mountain, SC 29075

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

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)
Pipe Pros		CCTV, Sewer Cleaning, GIS Update, Smoke Testing	\$1,098,950.00	13.35 %		
LA Barrier & Son, Inc.		Hauling, Stone	\$130,818.00	1.59 %	WBE, CDBE, LBE	FB
BLD Services		Lateral CIPP	\$725,000.00	8.81 %		
Smoak Construction		Point Repairs, Restoration, Access	\$1,121,874.95	13.63 %	WBE, CDBE	FB
TriState Utilities		CIPP	\$1,539,500.00	18.70 %		
				%		

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: \$ 4,616,142.95

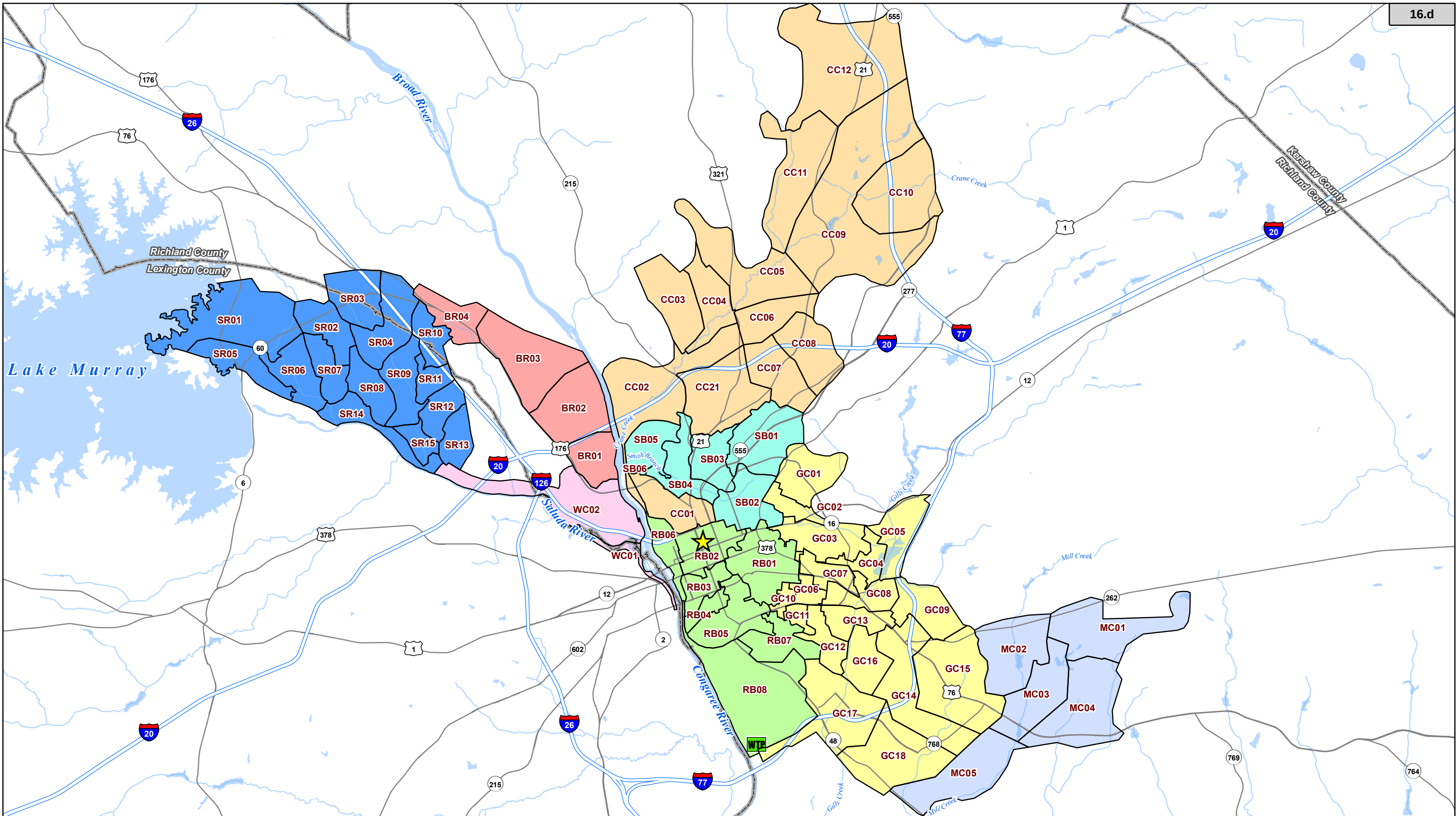
TOTAL CONTRACT AMOUNT: \$ 8,231,658.00

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

Business Name: McClam & Associates, Inc.

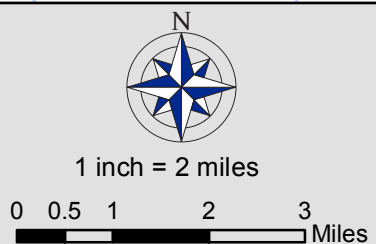
Representative Name/Title: Jesse R McClam IV; Project Manager

Date: 10/24/2022



JBB: Sept. 16, 2015
CW2020 Master/Production Maps

- | | | |
|-----------------------|--------------|---------------|
| Basin Boundary | Gills Creek | Saluda River |
| Broad River | Mill Creek | Smith Branch |
| Crane Creek | Rocky Branch | West Columbia |



SS6966 (22-23)
Sanitary Sewer
Pipe Rehabilitation

Prepared For: Cle



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: October 26, 2022

PROJECT: BID005-22-23-CE – Sanitary Sewer Pipe Rehabilitation (SS6966) CDBE

Bids for this project were opened publicly at 11:00 a.m. on October 25, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is McClam & Associates, Inc. of Little Mountain, SC at \$8,231,658.00.

Please review for Columbia Disadvantaged Business Enterprise 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 Germany, Compliance Specialist

Date: 10/27/2022

APPENDIX B: CSP/LETTER OF CDBE COMMITMENT

(Click here for fillable form)

State of SCCounty of NewberryI, Jesse R. McClam IV being first duly sworn, deposes and says on this 27 day of September 2022 that:

(1) The offeror Jesse R. McClam IV of McClam + Associates Inc.
 (Name of Offeror) (Name of Company)
 located at 1642 Holy Trinity Church Rd, Little Mountain, SC agrees to all information below:
 Address City, State & Zip 29075

- a) ☒ The offeror agrees to meet or exceed the 15 % CDBE goal placed on this solicitation. The CDBE goal that the offeror agrees to meet is 15 %. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project.
- b) ☐ The offeror agrees to meet at least 50% or more of the ____ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ____ %. If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.
- c) ☐ The offeror states that they have not met or exceeded the goal and have secured less than 50% of the ____ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ____ %. In accordance with the CDBE guidelines, offeror agrees to submit their *Good Faith Efforts (GFE) required documentation* with this letter during the Compliance Submittal Period (CSP). If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.

(2) Only answer this question if "c" was checked above: The offeror agrees by checking the appropriate boxes below, that they have exhausted all efforts to find CDBEs/DBEs by utilizing the tiered approach. Offeror also agrees that they have documented each tiered approach in their good faith efforts. A completed CDBE/DBE participation log is included in their GFE documentation submitted during CSP.

Tiered Approach (Check all that applies):

- ☐ **Tier One** - Utilization of CDBEs (Eight County CSA)
- ☐ **Tier Two** - Utilization of Certified DBEs within the Eight County CSA
- ☐ **Tier Three** - Utilization of Certified DBEs within the State of South Carolina

(3) The offeror agrees by checking the box below, that the CDBEs/DBEs included in bid will self-perform a minimum of 50% of their portion of the project.

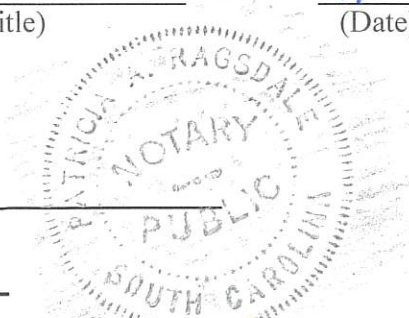
- ☒ Offeror agrees to ensure that the CDBE/DBE subcontractors are self-performing a minimum of 50% of their portion of the project. By checking this box, any offeror acknowledges that if the CDBE/DBE subcontractors fail to self-perform a minimum of 50% of their portion of the project, the offeror is in material breach of its agreement and can be barred from participation in the project

J. R. McClam IV PM 9/27/2022
 (Signed) (Title) (Date)

Subscribed and sworn to before me

this 27th day of September 2022

Patricia A. Raggsdale
 (Notary Public)

My commission expires 11-10-2025



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1500, 509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road; TMS# 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, and 07312-07-15

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-107 - Annexing and Incorporating Annexing and incorporating 7 lots at Atlantic Drive and Balsam Road into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex the property, assign a land use classification of Urban Edge residential - Large Lot (UER-2) and assign zoning of Residential Single Family-Medium Lot district (RSF-2) at the time of annexation. The property is currently classified as mixed residential High Density and zoned RS-MD by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 09/08/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-107 Annex and incorporate AtlanticBalsam (PDF)
- **#b:** Atlantic_Petition_20220706 (PDF)
- **#c:** Offer_Notice_AtlanticBalsam (PDF)

- #d: ANNEX-2022-0020_Atlantic75pct_ZPH (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-107

*Annexing and Incorporating Annexing and incorporating 7 lots at Atlantic Drive and Balsam Road
into Columbia Compass: Envision 2036
adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by at least seventy-five (75%) per cent of the freeholders owning at least seventy-five (75%) per cent of the assessed value of the contiguous properties within described, under the provisions of South Carolina Code Ann. Section 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, notice and public hearing requirements of S.C. Code Ann. Section 5-3-150(1) have been complied with; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 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 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2022, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Residential Single Family - Medium Lot District (RSF-1), apportioned to City Council District 2, Census Tract 104.12 and 104.13, contains approximately 3.50 acres, and shall be assigned a land use classification of Urban Edge Residential - Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: Portions of Richland County Tax Map Sheets 07311 and 07312

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

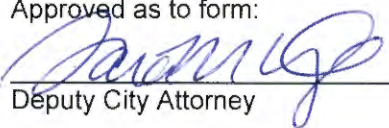
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2022-107

All that certain piece, parcel or lot of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 9, Block "KK", 0.35 acre, on a Plat prepared for Domonick Geonellie II by Ben Whetstone Associates, dated June 14, 2017, and recorded on June 21, 2017, in the Office of Register of Deeds for Richland County in Book 2221, Page 1195, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, lying being and situate near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Lot Eleven (11) on a plat prepared for Stuart N Russ by Inman Land Surveying Co., Inc., dated March 4, 1998, recorded in Plat/Record Book 20 at Page 698; reference being made to said plat for a more complete description; be all measurements a little more or less.

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the southeastern side of Atlantic Drive, formerly North End Drive, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 10, Block KK, on a plat prepared for Jolene A. Stalzer, by Cox and Dinkins, Inc., dated September 24, 1988, recorded in the Office of the Register of Deeds for Richland County in Plat Book 52 at Page 3607, said lot having the following metes and bounds, to-wit: On the Northeast by Lot 11, Block KK, whereon it measures One Hundred Fifty-eight and 47/100 (158.47') feet, on the Southeast by a portion of Lot 7, Block KK, whereon it measures Sixty-five and 13/100 (65.13') feet, on the Southwest by Lots 8 and 9 of Block KK, whereon it measures a total of One Hundred Seventy-three and 63/100 (173.63') feet; and, on the Northwest fronting Atlantic Drive, formerly known as North End Drive whereon it measures One Hundred and no/100 (100') feet, be all measurements a little more or less.

ALSO:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 12 on a plat map showing subdivision of 57 ¼ acres, property of Sarah and Esther Huffman, and recorded on November 13, 1956 in the office of the Register of Deeds for Richland County in Plat Book 8 at page 518. Reference to said plat is made for a more complete and accurate description.

ALSO:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 13 & Part of Lot 14, Block A, 0.46 acres, on a plat prepared for Rebecca L. Kapaldo by American Engineering Consultants, Inc., dated May 21, 2013, and recorded in Record Book 1866 at page 2560. Reference to said plat is made for a more complete and accurate description. Be all measurements a little more or less.

ALSO:

All that certain piece, parcel or lot of land, together with improvements thereon, if any,

situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Leverne Pertell & Eve D. Pertell by Belter & Associates, Inc., dated April 29, 1997, and recorded in the Office of the ROD for Richland County on June 4, 1997 in Plat Book 56 at Page 8878; with reference being made to said plat for a more complete and accurate description thereon, all measurements being a little more or less.

ALSO:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated on a plat prepared for Grady W. and Annie Jo Cato by Ralph O. Vanadore, Professional Land Surveyor, dated March 22, 1999 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 300 at Page 751; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description.

The properties are identified as the following Richland County Tax Map Sequence numbers:

Sheet 07311: block 02, lots 01 and 02;

Sheet 07312: block 07, lots 11, 12, 13, 14, and 15.

The properties are further identified by the following addresses:

1500, 1509, 1520, N1521, 1521, 1525 and 1527 Atlantic Drive; 1230 Balsam Road.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF RICHLAND)

The undersigned, being at least seventy-five percent (75%) of the freeholders owning at least seventy-five percent (75%) of the assessed value of the contiguous territory described below, hereby petition the Mayor and City Council for annexation of said territory to the City of Columbia, South Carolina pursuant to S.C. Code § 5-3-150(1).

The territory to be annexed is described as follows:

See Property Description on attached "Exhibit A"

The properties are identified as the following Richland County Tax Map Sequence numbers:

Sheet 07311: block 02, lots 01 and 02;

Sheet 07312: block 07, lots 11, 12, 13, 14, and 15.

The properties are further identified by the following addresses:

1500, 1509, 1520, N1521, 1521, 1525 and 1527 Atlantic Drive; 1230 Balsam Road.

Also included in the territory to be annexed are all contiguous portions of all public rights of way, streets, and highways, including portions of the streets Atlantic Drive and Balsam Road.

The first signature was affixed on this Petition on May, 31, 2022.

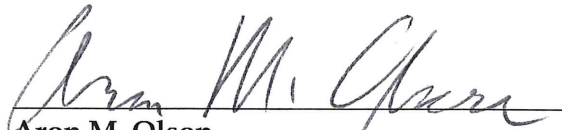
(Signature pages attached)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being at least seventy-five percent (75%) of the freeholders owning at least seventy-five percent (75%) of the assessed value of the contiguous territory described below, hereby petition the Mayor and City Council for annexation of said territory to the City of Columbia, South Carolina pursuant to S.C. Code § 5-3-150(1).

The territory to be annexed is described as follows: (*See description and plats in "Exhibit A" and map in "Exhibit B" of this petition*)

Date: 5/31/22


Aron M. Olson

Property Address: 1527 Atlantic Drive
 TMS No.: 07312-07-11

Date: _____

SFR3-004 LLC, a Delaware limited liability company

Property Address: 1525 Atlantic Drive
 TMS No.: 07312-07-12

Date: 5/31/22


Alexis Moore

Property Address: 1521 Atlantic Drive and
 N1521 Atlantic Drive
 TMS No.: 07312-07-13 and 07312-07-14

Date: 5/31/22


Michael Kuhn

Property Address: 1521 Atlantic Drive and
 N1521 Atlantic Drive
 TMS No.: 07312-07-13 and 07312-07-14

Date: 05/31/2022


Carlos R. Avalos

Property Address: 1509 Atlantic Drive
 TMS No.: 07312-07-15

Date: 5/31/22


Brittany E. Crowley

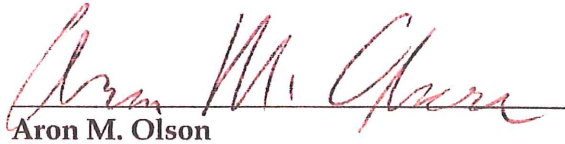
Property Address: 1509 Atlantic Drive
 TMS No.: 07312-07-15

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being at least seventy-five percent (75%) of the freeholders owning at least seventy-five percent (75%) of the assessed value of the contiguous territory described below, hereby petition the Mayor and City Council for annexation of said territory to the City of Columbia, South Carolina pursuant to S.C. Code § 5-3-150(1).

The territory to be annexed is described as follows: (See description and plats in "Exhibit A" and map in "Exhibit B" of this petition)

Date: 5/31/22


Aron M. Olson

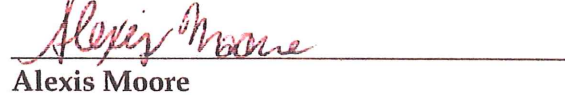
Property Address: 1527 Atlantic Drive
 TMS No.: 07312-07-11

Date: 6/30/22


SFR3-004 LLC, a Delaware limited liability company

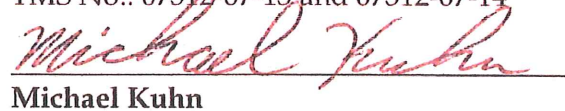
Property Address: 1525 Atlantic Drive
 TMS No.: 07312-07-12

Date: 5/31/22


Alexis Moore

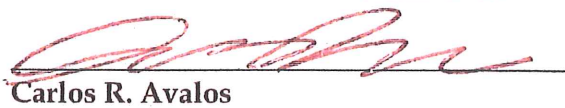
Property Address: 1521 Atlantic Drive and
 N1521 Atlantic Drive
 TMS No.: 07312-07-13 and 07312-07-14

Date: 5/31/22


Michael Kuhn

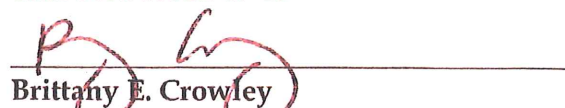
Property Address: 1521 Atlantic Drive and
 N1521 Atlantic Drive
 TMS No.: 07312-07-13 and 07312-07-14

Date: 05/31/2022


Carlos R. Avalos

Property Address: 1509 Atlantic Drive
 TMS No.: 07312-07-15

Date: 5/31/22


Brittany E. Crowley

Property Address: 1509 Atlantic Drive
 TMS No.: 07312-07-15

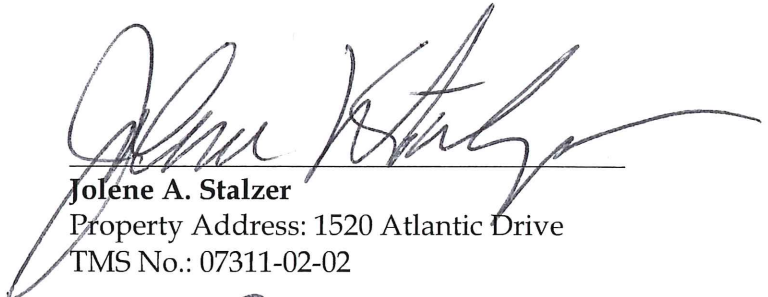
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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The territory to be annexed is described as follows: *(See description and plats in "Exhibit A" and map in "Exhibit B" of this petition)*

Date: _____

6/01/22


 Jolene A. Stalzer

Property Address: 1520 Atlantic Drive
 TMS No.: 07311-02-02

Date: _____

5-31-22


 Domonick Geonellie, II

Property Address: 1500 Atlantic Drive and
 1230 Balsam Road
 TMS No.: 07311-02-01

Exhibit "A"

Property Description

All that certain piece, parcel or lot of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 9, Block "KK", 0.35 acre, on a Plat prepared for Domonick Geonellie II by Ben Whetstone Associates, dated June 14, 2017, and recorded on June 21, 2017, in the Office of Register of Deeds for Richland County in Book 2221, Page 1195, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

ALSO:

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the office of the Register of Deeds for Richland County in Plat Book 8 at page 518. Reference to said plat is made for a more complete and accurate description.

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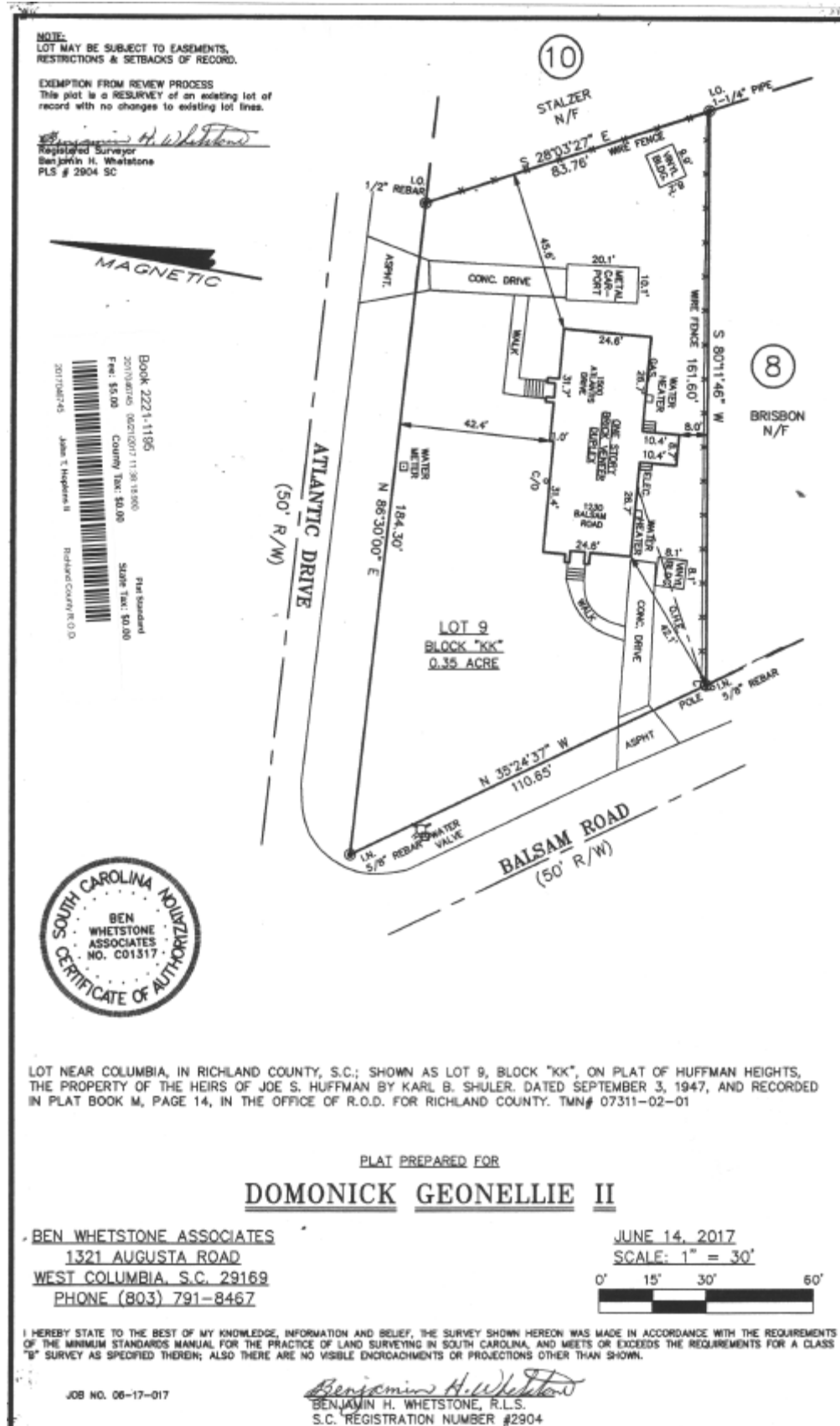
ALSO:

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Leverne Pertell & Eve D. Pertell by Belter & Associates, Inc., dated April 29, 1997, and recorded in the Office of the Rod for Richland County on June 4, 1997 in Plat Book 56 at Page 8878; with reference being made to said plat for a more complete and accurate description thereon, all measurements being a little more or less.

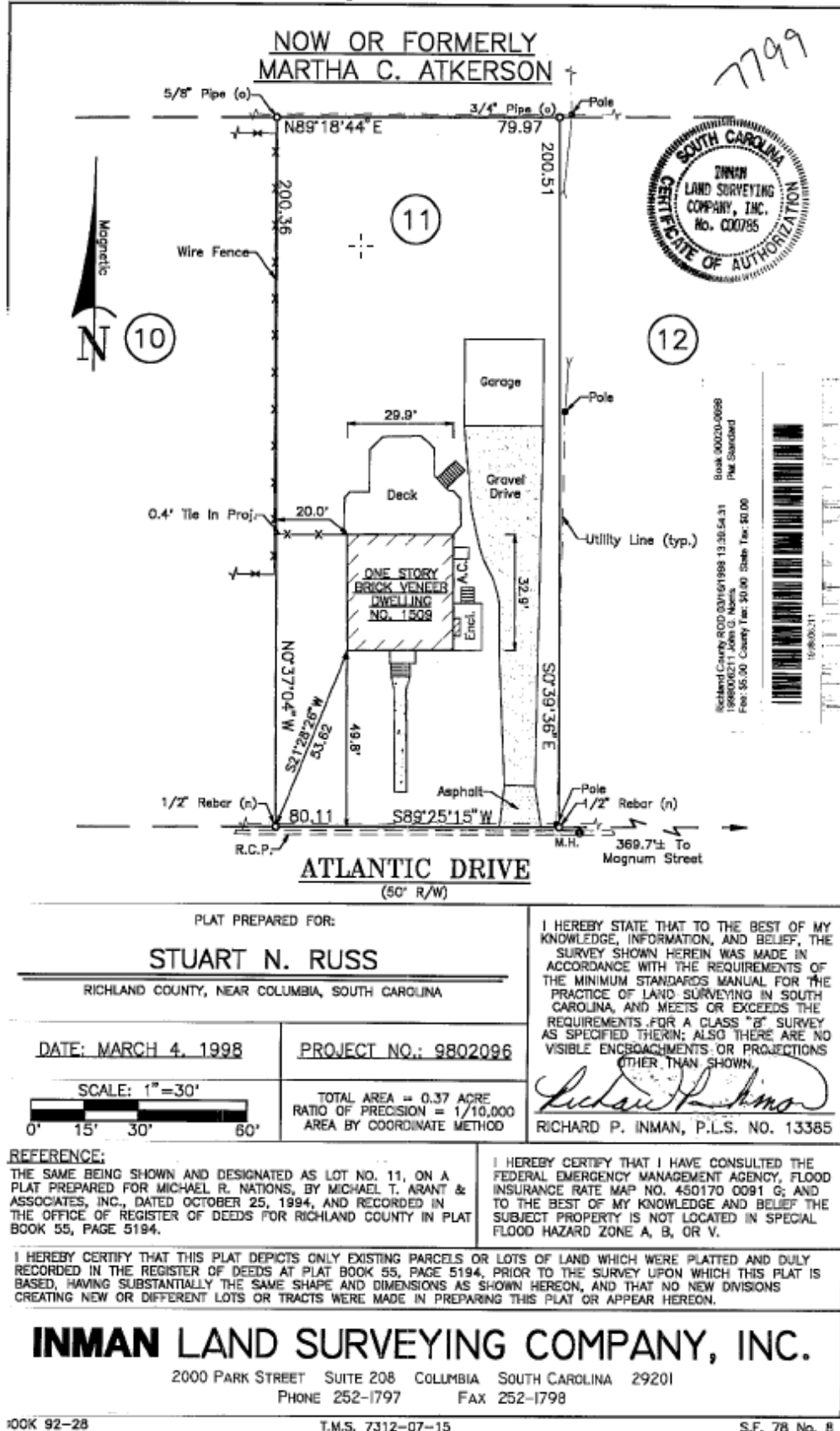
ALSO:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated on a plat prepared for Grady W. and Annie Jo Cato by Ralph O. Vanadore, Professional Land Surveyor, dated March 22, 1999 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 300 at Page 751; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description.

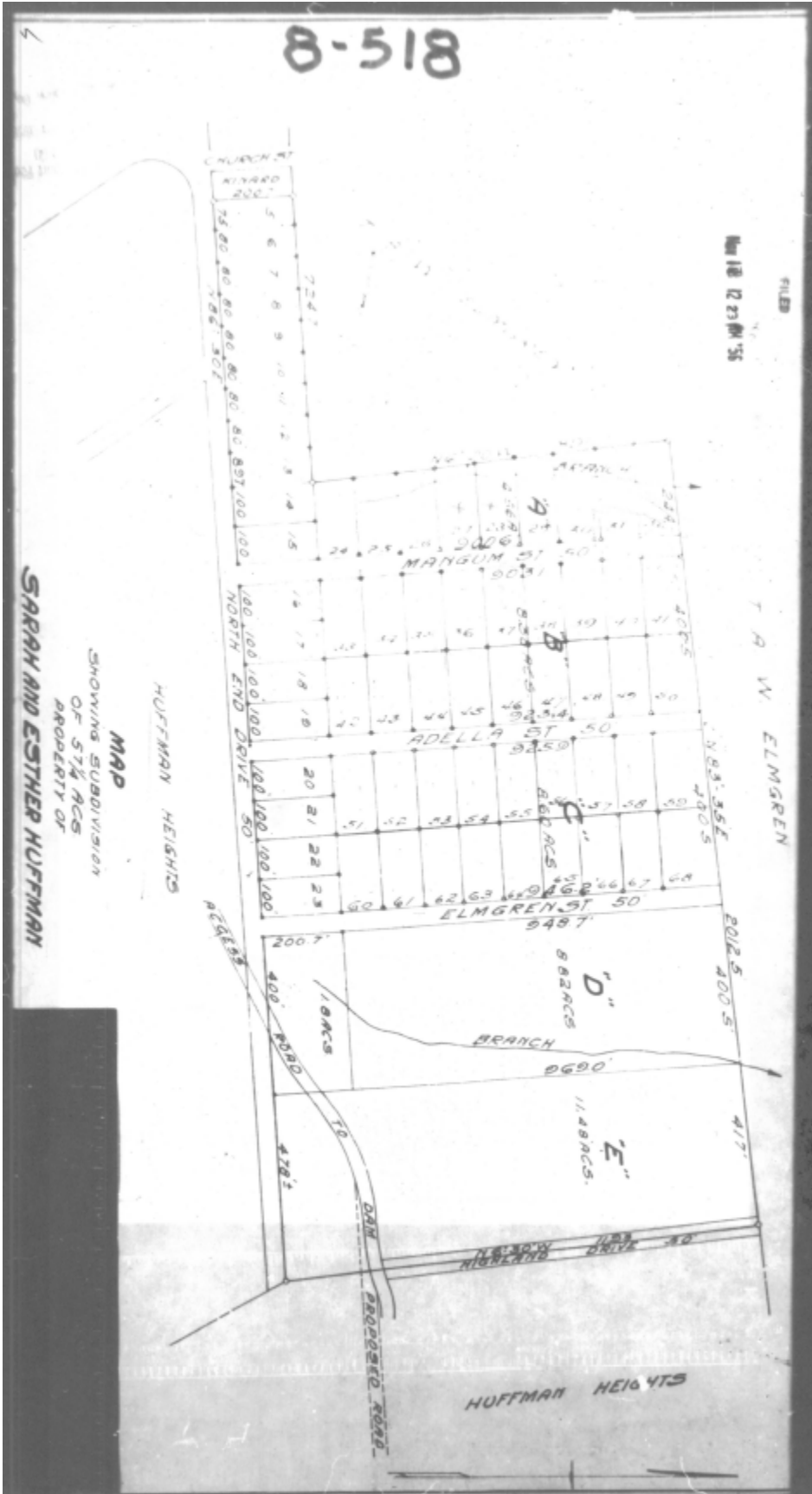
Said properties being further shown and delineated as "Area Proposed for Annexation" on the attached Exhibit "B".



Instrument Number: 1998006211 Book/Page: R 20/698 Date Time: 03/16/1998 13:39:54.310







Petition for Annexation- Portions of Garden Springs and Pennington Acres Extension - Exhibit A

Instrument Number: 2013044924 Book/Page: R 1856/2560 Date Time: 06/04/2013 15:47:44:507

Book 1856-2560

2013044924 5/4/2013 15:47:44:507 Plat Standard

Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00

2013044924 John T. Hopkins II Richland County R.O.D.

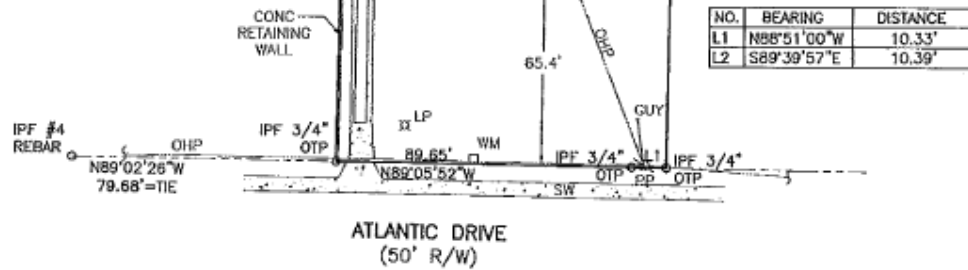
N/E
LOUISE HODGES
T.M.S. #07312-07-14

N/E
CECIL SEIGLER
T.M.S. #07312-07-02

N/E
DAVID GATES, IV
T.M.S. #07312-07-10

N/E
JI YU FANG
T.M.S. #07312-07-12

LEGEND	
○	IPF = IRON PIN FOUND
○	OTP = OPEN TOP PIPE
○	PT = PINCH TOP PIPE
EM	ELECTRIC METER
WM	WATER METER
SSCO	SANITARY SEWER CLEANOUT
GM	GAS METER
LP	LIGHT POLE
PP	POWER POLE
OHP	OVER HEAD POWER
SW	SIDE WALK

**NOTES:**

THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM THE NATIONAL FLOOD INSURANCE PROGRAM (FLOOD INSURANCE RATE MAP), RICHLAND COUNTY FIRM MAP NO. 45079C0091H, PANEL 91 OF 275, DATED FEBRUARY 20, 2002.

THIS PROPERTY IS LOCATED AT 1521 ATLANTIC AVENUE, IS SHOWN AS RICHLAND CO. TMS# 07312-07-13, AND IS LOCATED NEAR THE CITY LIMITS OF COLUMBIA, SC. THIS PARCEL IS SHOWN AS LOT 13 AND PART OF LOT 14, BLOCK "A" ON A PLAT PREPARED FOR SARAH AND ESTHER HUFFMAN BY KARL D. SHULER, ENGINEER, DATED MARCH 3, 1949, AND RECORDED AT RICHLAND CO. R.O.D. OFFICE IN PLAT BOOK N, PG. 20.

THIS LOT MAY BE SUBJECT TO ADDITIONAL SETBACKS OR UTILITY EASEMENTS NOT SHOWN BY THIS SURVEY.

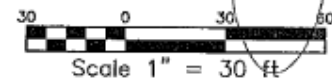
"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

Gregory Jenness
GREGORY JENNESS
P.L.S. # 17928



EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A SURVEY OF AN EXISTING LOT OF RECORD WITH NO CHANGES TO EXISTING LOT LINES.

Gregory Jenness
PROFESSIONAL LAND SURVEYOR
PRINTED NAME: GREGORY JENNESS
SCPLS # 17928



AMERICAN ENGINEERING CONSULTANTS, INC.
1360 12th Street • P.O. Box 2299 • Cayce, SC 29171
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com

Closing Plat
PREPARED FOR
REBECCA L. KAPALDO
Richland County, South Carolina

DATE: 5/21/13
SCALE: 1\"/>

TMS# 07312 BLOCK 07 LOT 02		TMS# 07312 BLOCK 07 LOT 010	
DATE: 04/14/04		PLAT PREPARED FOR: LEVERNE PERTELL & EVE D PERTELL	
LOT AREA: 0.24 AC (10,444 S.F.)		COUNTY: HILLOLAND	
SHOWN AS: MINOR PORTION OF LOT 14 & 15 B. BARRETT, HILL & ASSOC. ATTS., INC. DATED: 02/22/02 REVISED: _____ OFFICE OF: HILL & ASSOC. ATTS., INC. COUNTY: HILLOLAND ADDRESS: 1000 S. 10TH ST., SUITE 100, HILLOLAND, SC 29555			
TAXES: 0.00		TAXES: 0.00	
I, _____, being the owner of the above described land, do hereby certify that the above is a true and correct copy of the original survey as shown on the plat, and that the same is in accordance with the requirements of the laws of the State of South Carolina.		I, _____, being the owner of the above described land, do hereby certify that the above is a true and correct copy of the original survey as shown on the plat, and that the same is in accordance with the requirements of the laws of the State of South Carolina.	

Instrument Number: 1999034528 Book/Page: R 300/751 Date Time: 04/26/1999 11:38:19.090

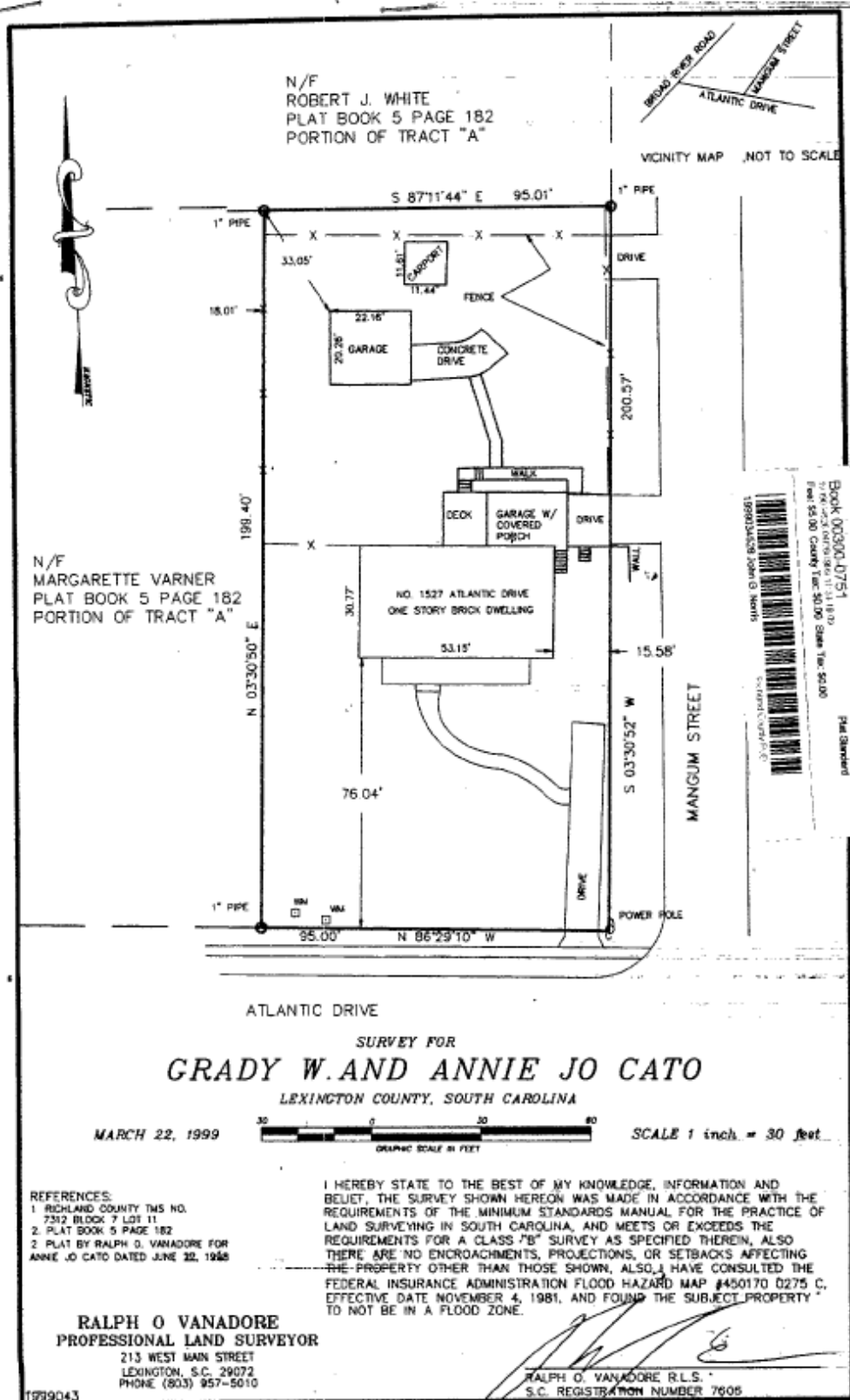
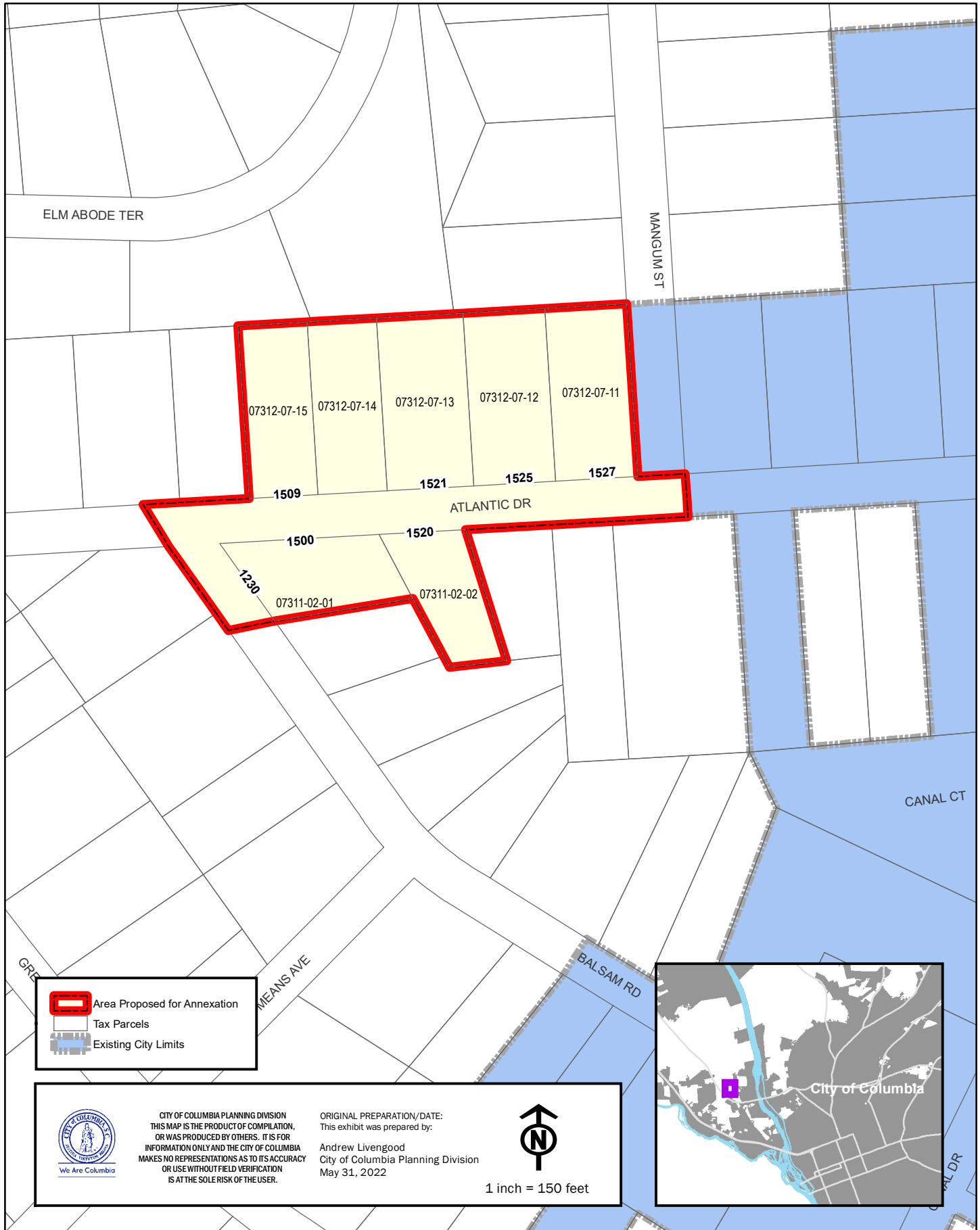


Exhibit B

Annexation Exhibit - 7 Parcels on Atlantic Drive and Balsam Road



MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 19, 2022

RE: **Property Address:** 1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road
Richland County TMS#: 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, 07312-07-15
Owner(s): Domonick Geonellie II, Aron M. Olson, SFR3-004 LLC, Alexis Moore, Michael Kuhn, Jolene Stalzer, Carlos R. and Brittany E. Avalos
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Medium Density (RS-MD)
Proposed City Zoning: Residential Single Family Medium Lot District (RSF-2)
Reason for Annexation: Municipal Services; Primary and Secondary Areas
City Council District: 2
Census Tract: 104.12 and 104.13

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 8, 2022** 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:

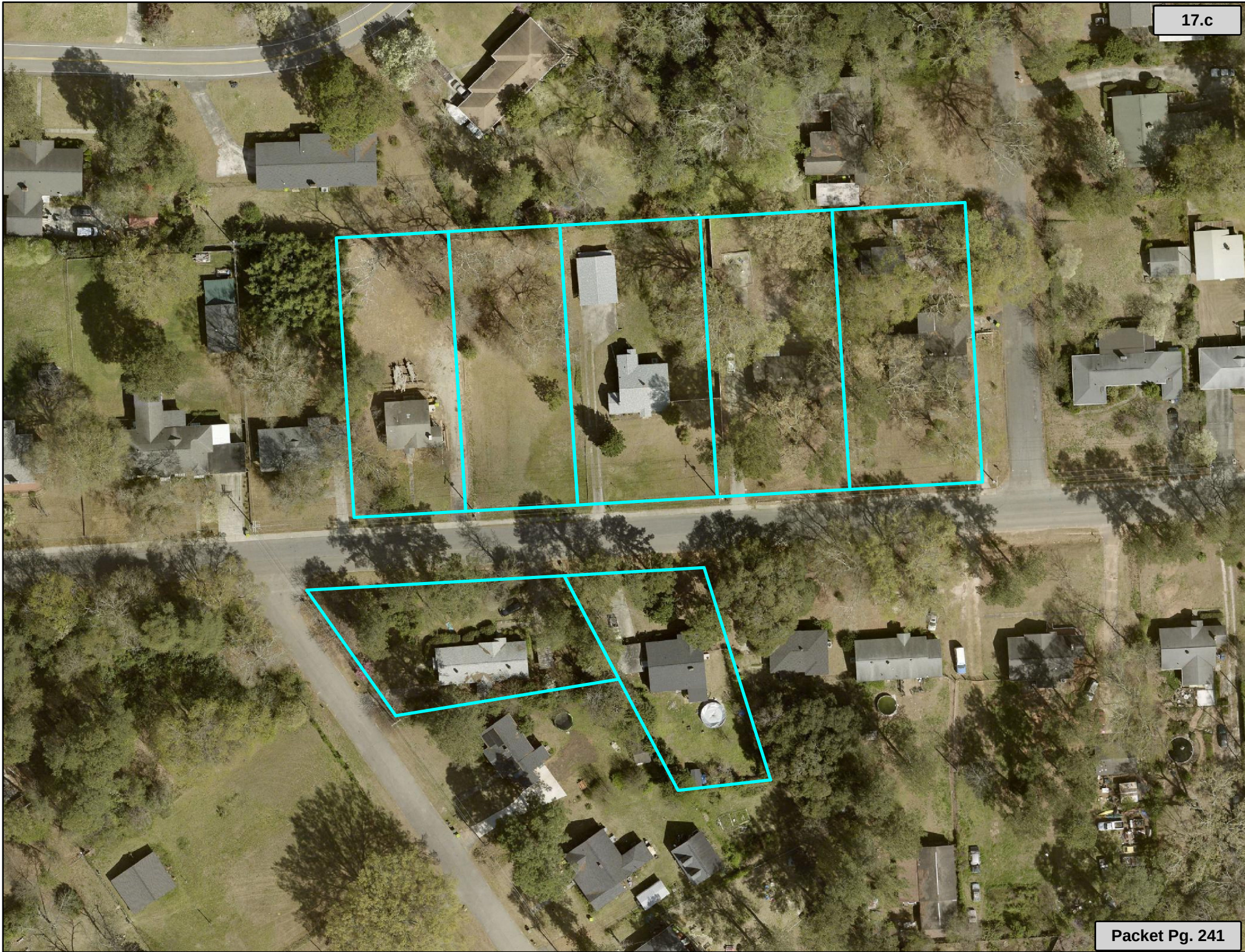
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, 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
 Gloria Saaed, Community Development Director
 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: UER-2 (Land Use classification) by 6 - 0
 on 9/8/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-2 (Zoning classification) by 6 - 0
 on 9/8/2022 (mm/dd/yyyy).

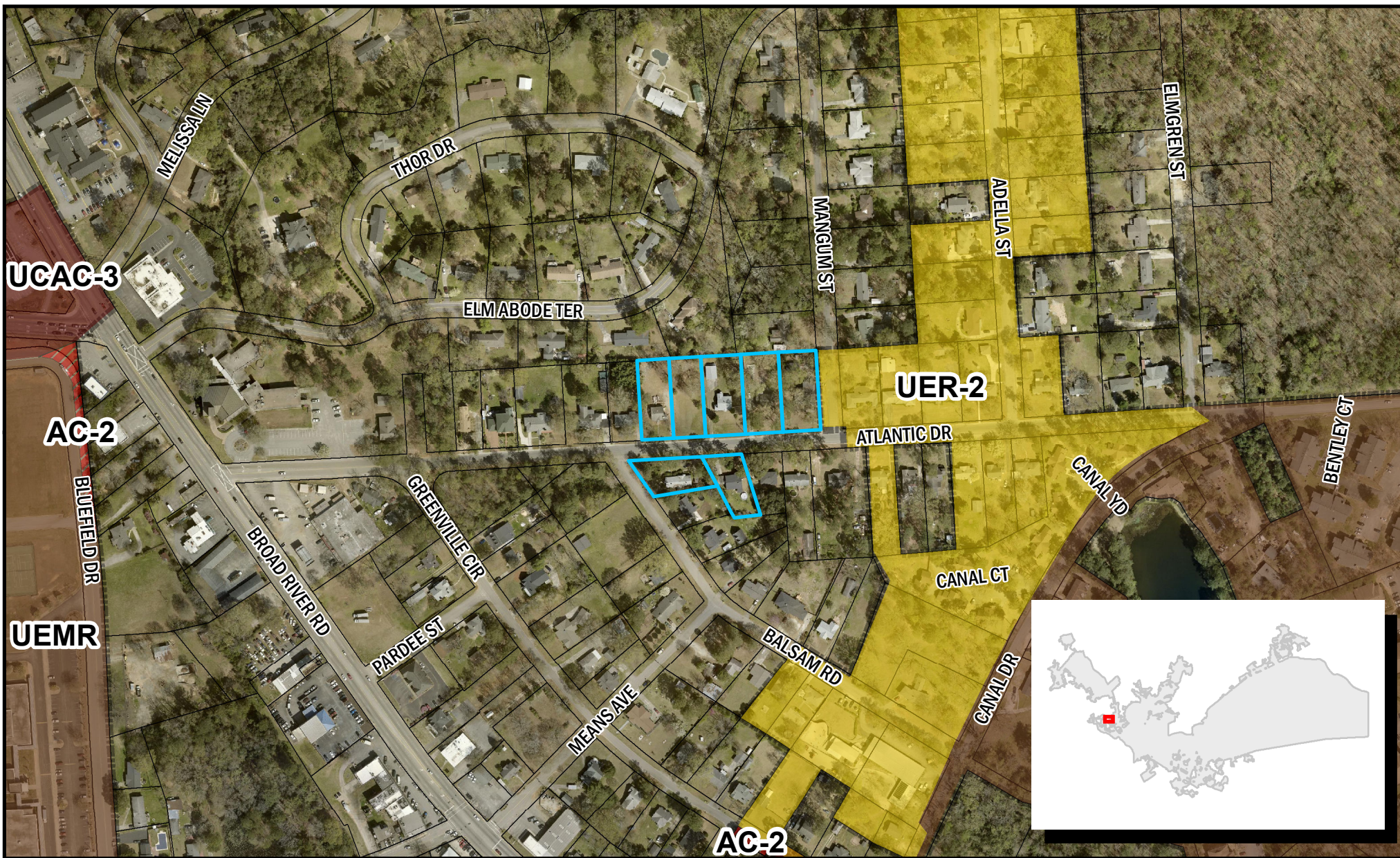
(Signature of Annexation Coordinator)



Future Land Use Map

1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Dr. and 1230 Balsam Rd
07311-02-01 and -02, and 07312-07-11, -12, -13, -14, and -15,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

17.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/15/2022



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CITY OF COLUMBIA PLANNING DEPARTMENT
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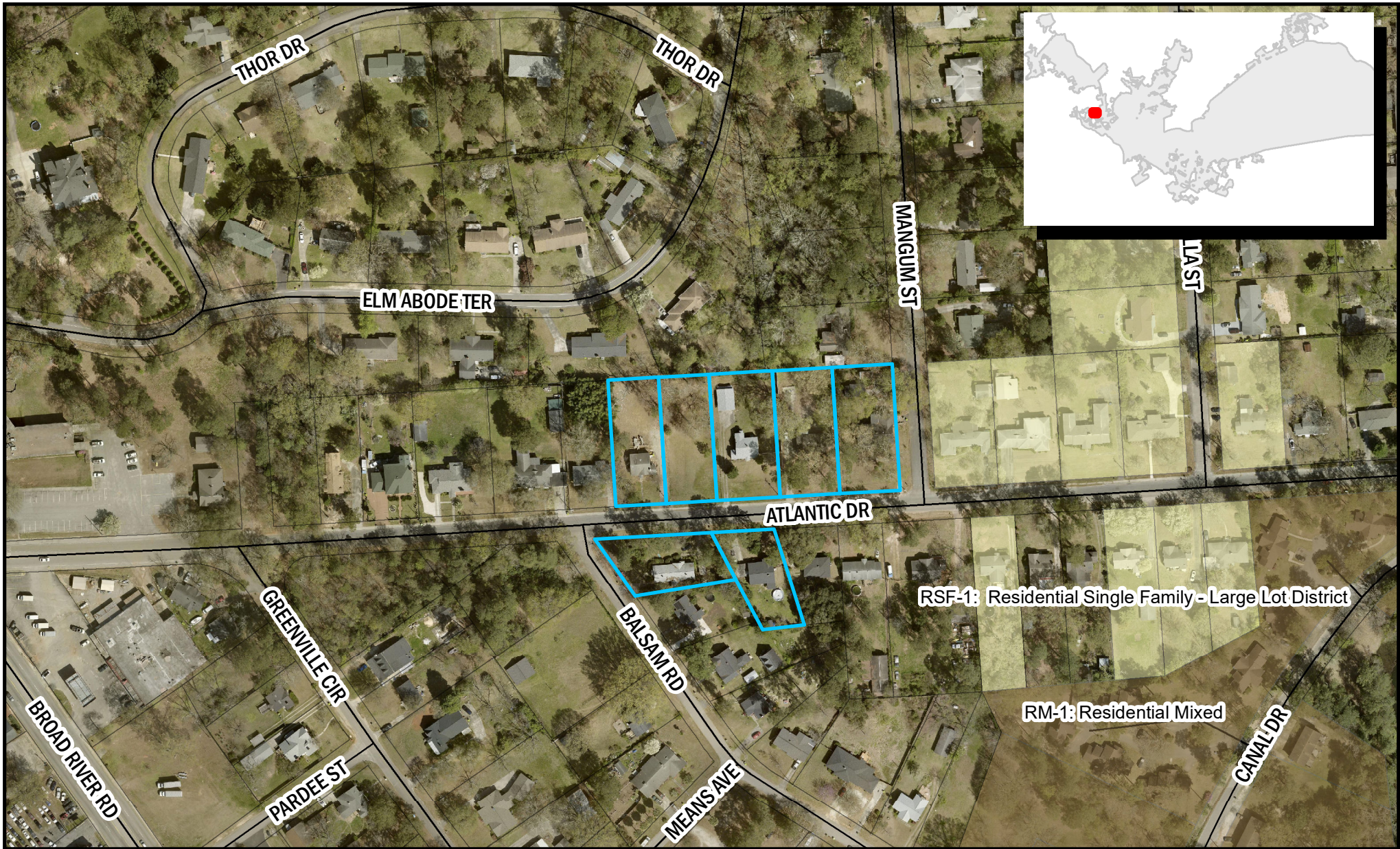
Packet Pg. 242

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Dr. and 1230 Balsam Rd
TMS# 07311-02-01 and -02, and 07312-07-11, -12, -13, -14, and -15,
Current Rich. Co. Zoning: RS-MD, Current City Zoning: RSF-2

17.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/15/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Drive, and 1230 Balsam Road;
TMS# 07311-02-01, 07311-02-02, 07312-07-11, 07312-07-12, 07312-07-13, 07312-07-14, and
07312-07-15**

Council District: 2

Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential-Large Lot (UER-2) and assign zoning of Residential Single Family-Medium Lot District (RSF-2) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-MD by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 09/08/2022; Approval (6-0)

ZPH, 1st Reading: 11/15/2022; Pending

2nd Reading: 12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 3.50 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary and Secondary

Current County Land Use Classification: Mixed Residential High Density

Proposed City Land Use Classification: Urban Edge Residential- Large Lot (UER-2)

Current County Zoning: Residential Single Family- Medium Density (RS-MD)

Proposed City Zoning: Residential Single Family- Medium Lot District (RSF-2)

Census Tract: 104.12 and 104.13

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 these existing

five single-family residences and one duplex would be **approximately \$1700 per year**, based on calls to similar residential properties 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.

Streets

Both Atlantic Drive and Balsam Road are owned and maintained by SCDOT.

Solid Waste

Solid waste provides service in this area: garbage rollcart service is provided on Tuesdays, recycling rollcart service is provided on the 1st and 3rd Tuesday of the month, and yard trash pickup is on Mondays. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

These properties are served by City of Columbia water. To extend sewer service to all of the properties, the current estimate (including engineering fees and contingency) is **approximately \$92,400**. The projected timetable for provision of sewer service for those properties not already served is by the end of calendar year 2023. The ability to obtain necessary easements or unforeseen design challenges may affect the projected completion date.

Water Customer Care

The customers within the proposed annexation area will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of these properties, which are located within both the Primary and Secondary areas as designated in the Urban Service Area plan. These properties contain five single-family residences and an existing duplex; the estimated real estate tax revenue generated for the City would be **approximately \$2,400 per year** based on the current taxable value of the properties.

* 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

Subject properties are in a “Primary Area” or “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the

storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the [*Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Lower Broad River East Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the subject property, and indicates that the property falls within a half-mile radius of the nearby Corridor Mixed-Use Districts (Page 32). The property is within a half-mile radius of both the Greystone Node and the Dutch Square Node (Page 61), but is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 52).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family- Large Lot District (RSF-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-MD to the West and South and RS-LD to the North.

The proposed City of Columbia zoning district is Residential Single Family- Medium Lot District (RSF-2).

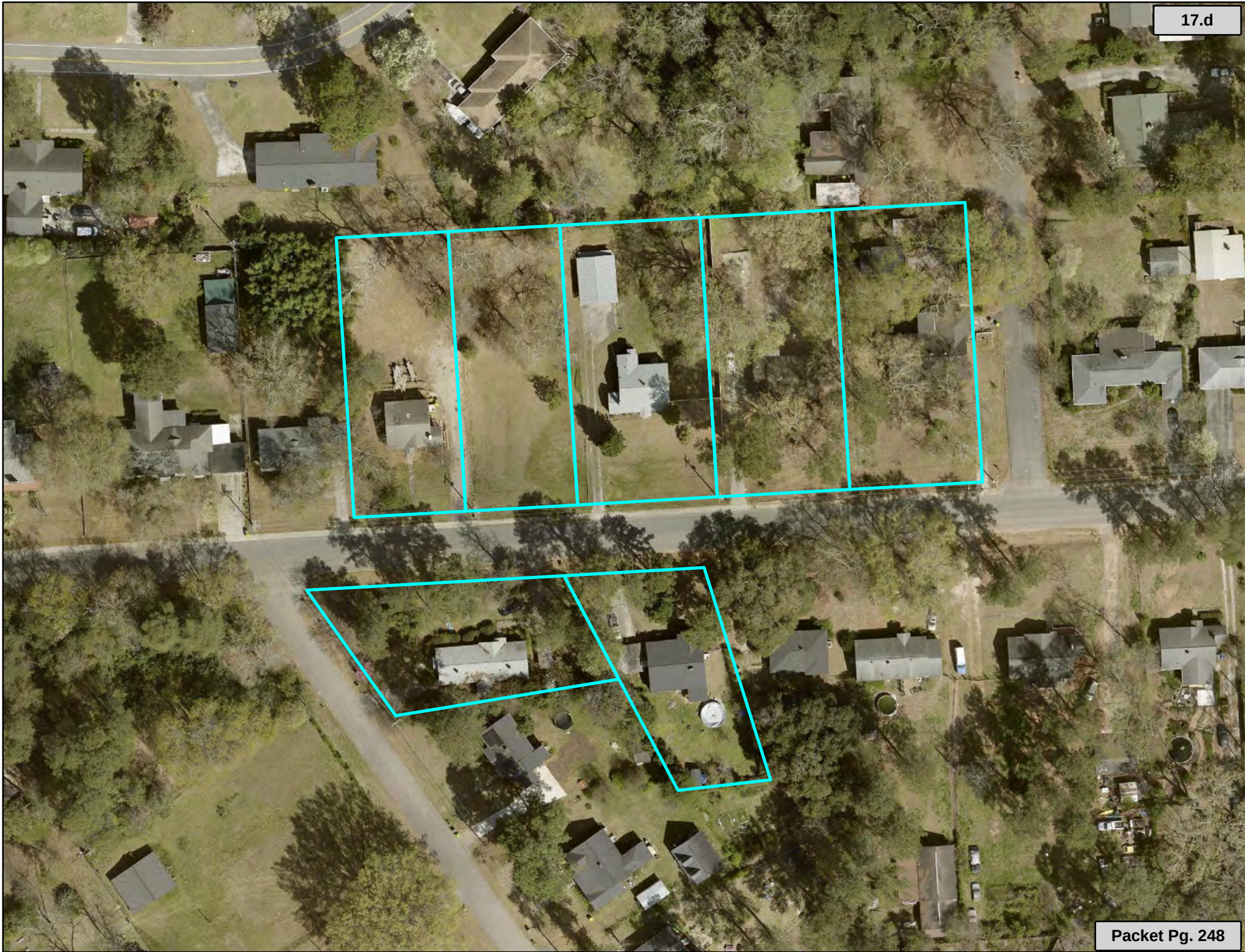
Residential Single-Family - Medium Lot District (RSF-2)

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

The 7 subject properties have petitioned for annexation into the City of Columbia by means of the 75% freeholder petition and ordinance method. This method of annexation requires a Public Hearing on annexation in addition to the usual Public Hearing on zoning district and land use classifications.

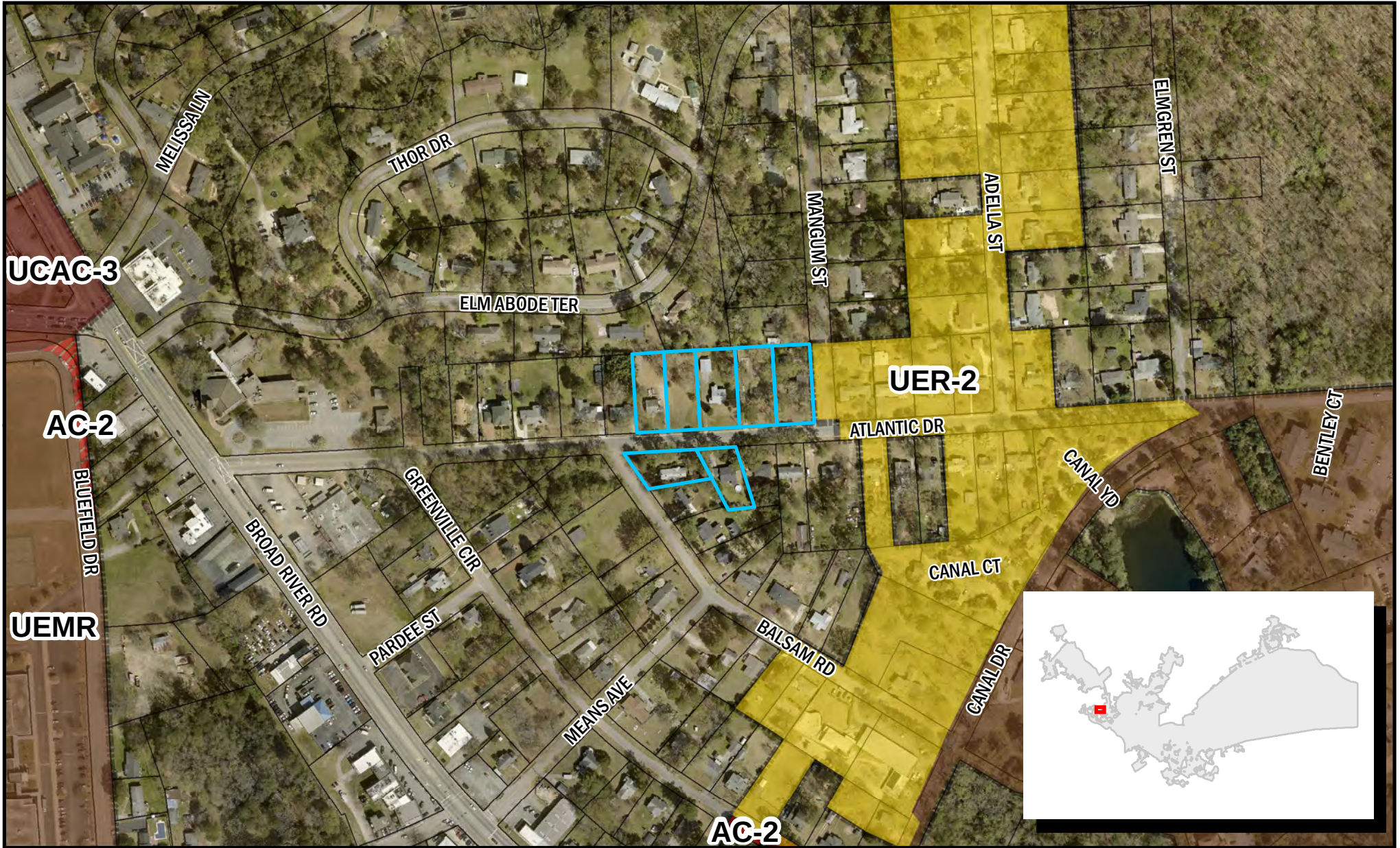
Staff recommends approval of the annexation and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and the assignment of Single-Family Residential – Medium Lot District (RSF-2) at the time of annexation.



Future Land Use Map

1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Dr. and 1230 Balsam Rd
 07311-02-01 and -02, and 07312-07-11, -12, -13, -14, and -15,
 Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

17.d



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 8/15/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1500, 1509, 1520, N1521, 1521, 1525, and 1527 Atlantic Dr. and 1230 Balsam Rd
TMS# 07311-02-01 and -02, and 07312-07-11, -12, -13, -14, and -15,
Current Rich. Co. Zoning: RS-MD, Current City Zoning: RSF-2

17.d



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Feet

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

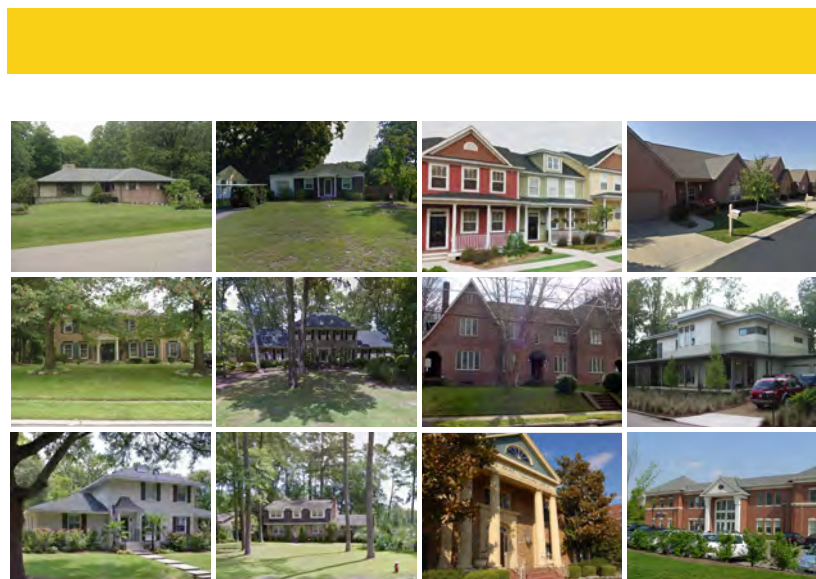
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(f) RSF-2: Residential Single-Family - Medium Lot District****(f) RSF-2: Residential Single-Family - Medium Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

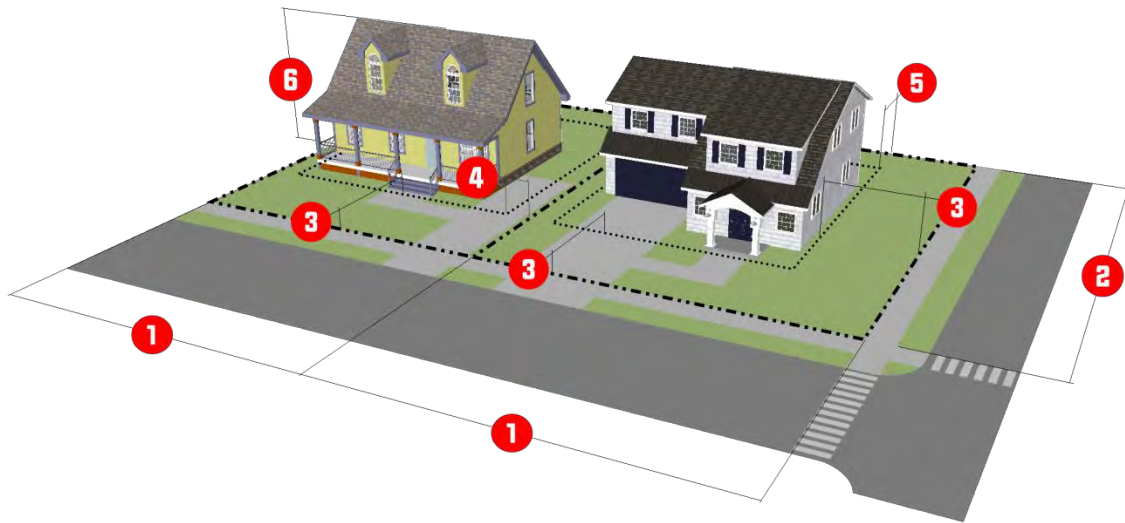
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	8,500
1 Lot Width, min. (ft.)	60
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	20
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(f) RSF-2: Residential Single-Family - Medium Lot District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1008 Lykes Lane; TMS# 05000-02-29

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-105 - Annexing and Incorporating 1008 Lykes Lane, Richland County TMS# 05000-02-29 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 and assign a land use classification of Community activity corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Brandon T. Walker

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-105 Annex and Incorporate 1008 Lykes Lane (PDF)
- **#b:** Lykes1008_Petition (PDF)
- **#c:** Offer_Notice_Lykes1008 (PDF)
- **#d:** ANNEX-2022-0022_Lykes1008_ZPH (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-105

Annexing and Incorporating 1008 Lykes Lane, Richland County TMS# 05000-02-29 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 _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1008 Lykes Lane and TMS# 05000-02-29 containing 0.60 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 as of December 31, 2023.
3. This property shall be apportioned to City Council District #1, Census Tract 103.15, and

assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 05000-02-29

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.: 2022-105
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as 0.60 acres fronting on Lykes Lane, and shown on a plat prepared for S.C. Properties, Inc., Trustee, by Collingwood Surveying, Inc. dated November 9, 1999 and recorded in the Office of the ROD for Richland County in Plat Book 586 at Page 2969. Reference to said plat is hereby craved for particulars of the boundaries, metes, courses, and/or distances of the property delineated thereon.

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as 0.60 acres fronting on Lykes Lane, and shown on a plat prepared for S.C. Properties, Inc., Trustee, by Collingwood Surveying, Inc. dated November 9, 1999 and recorded in the Office of the ROD for Richland County in Plat Book 586 at Page 2969. Reference to said plat is hereby craved for particulars of the boundaries, metes, courses, and/or distances of the property delineated thereon.

Richland County TMS: 05000-02-29

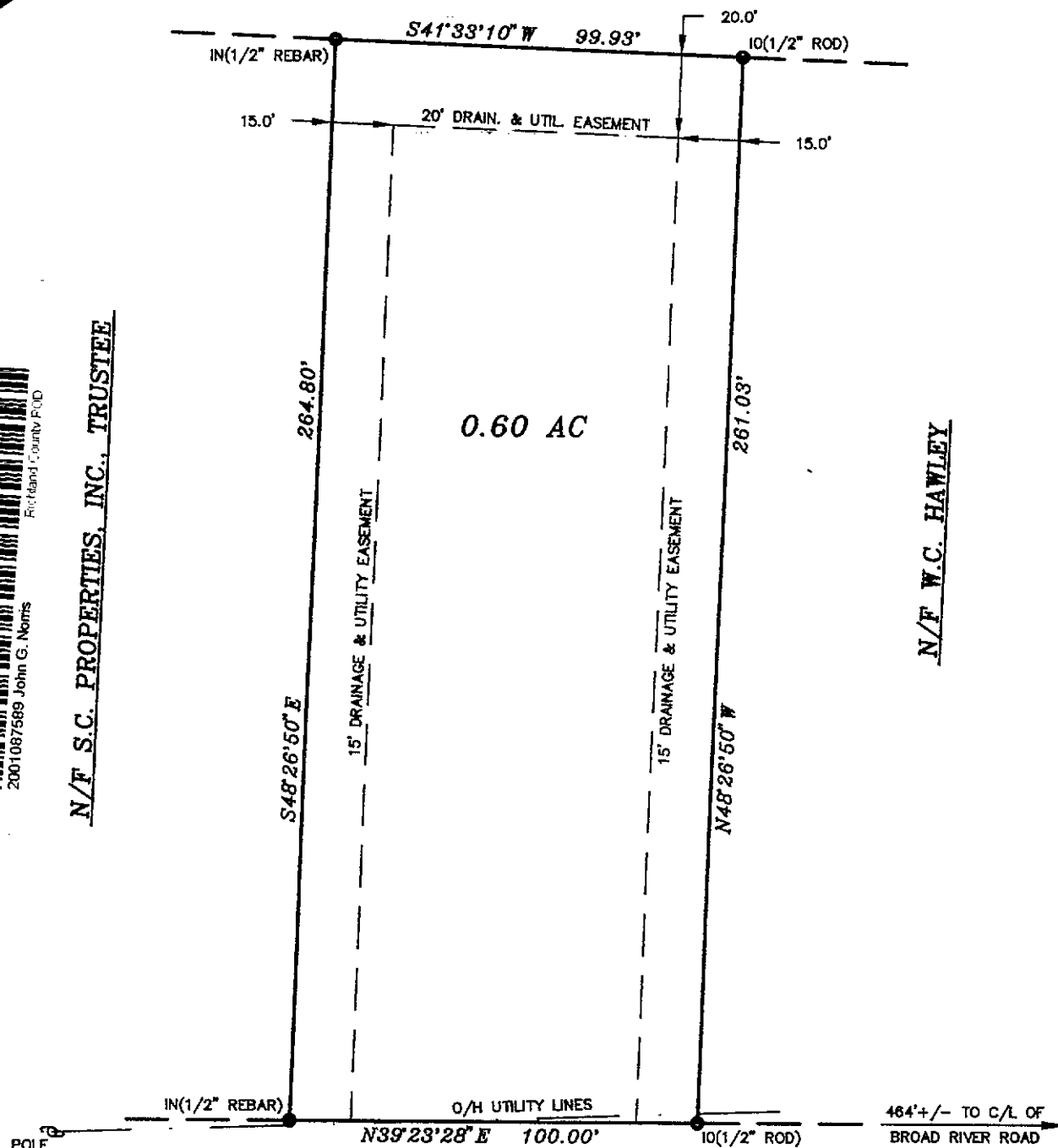
Property Address: 1008 Lykes Lane


 Brandon T. Walker

Date: 08/22/22



N/F SARAHANN A. CORLEY ESTATE



N/F W.C. HAWLEY

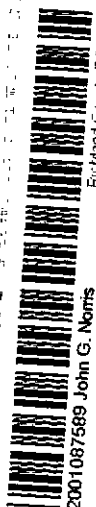
N/F S.C. PROPERTIES, INC., TRUSTEE

Plat Standard

Book 00586-2969

2001087589 11/06/2001 14:10:14:15

Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00



2001087589 John G. Norris

Richland County RCD

LYKES LANE (S.C. 1944) 66'R/W

LOT SURVEY PREPARED FOR S.C. PROPERTIES, INC., TRUSTEE

REFERENCES: PLAT PREPARED FOR "S.C. PROPERTIES, INC., TRUSTEE" BY MICHAEL C. HAMMACK, DATED MAY 1, 1986
 PLAT PREPARED FOR "SARAHANN A. CORLEY ESTATE" BY CAROLINA SURVEYING SERVICES, INC., DATED JANUARY 5, 1989

SURVEYED BY:
 COLLINGWOOD SURVEYING, INC.

TMS 5000-02-01(PORTION)

NEAR COLUMBIA, S.C.
 RICHLAND COUNTY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

*REVISED SEPTEMBER 19, 2001, TO SHOW DRAINAGE AND UTILITY EASEMENTS.



DWG: W. FOY	SCALE: 1" = 40'
CKD:	
JOB: 21797R	NOVEMBER 9, 1999*

Robert E. Collingwood
 S.C. REGISTERED SURVEYOR No. 2318
 P.O. BOX 3053 W. COLUMBIA S.C. 29171
 TELE. No. (803) 796- Packet Pg. 263

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: September 9, 2022

RE: **Property Address:** 1008 Lykes Lane
Richland County TMS#: 05000-02-29
Owner(s): Brandon T. Walker
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.15

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 13, 2022** 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

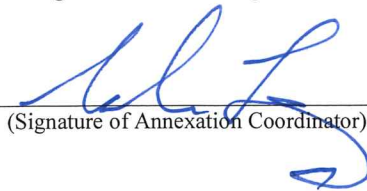
cc:

Clint Shealy, Assistant City Manager
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 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: AC-2 (Land Use classification) by 6-0
 on 10/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: CAC (Zoning classification) by 6-0
 on 10/13/22 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

1008 Lykes Lane, TMS# 05000-02-29,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City Zoning: AC-2

18.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1008 Lykes Lane, TMS# 05000-02-29,
Current Rich. Co. Zoning: GC, Proposed City Zoning: CAC

18.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1008 Lykes Lane; TMS# 05000-02-29

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	Brandon T. Walker
Staff Recommendation:	Approval
PC Recommendation:	10/13/2022; Approval (6-0)
ZPH, 1st Reading:	11/15/2022; Pending
2nd Reading:	12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.60 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Census Tract: 103.15

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 \$700 per year**, based on calls to similar commercial properties 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 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 a Primary area as designated in the Urban Service Area plan. The property is currently under development for a commercial window tinting business. The estimated real estate tax revenue generated for the City would be **approximately \$2,400 per year** based on the estimated taxable value of this property.

* 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

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium

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

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

The subject property is not located within the study area of a neighborhood, area, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Community Activity Center/Corridor District (CAC) to the West. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and South and RM-HD to the East.

The proposed City of Columbia zoning district is Community Activity Center/Corridor District (CAC).

Community Activity Center/Corridor District (CAC)

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.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor (CAC) at the time of annexation.



Future Land Use Map

1008 Lykes Lane, TMS# 05000-02-29,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City Zoning: AC-2

18.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1008 Lykes Lane, TMS# 05000-02-29,
Current Rich. Co. Zoning: GC, Proposed City Zoning: CAC

18.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



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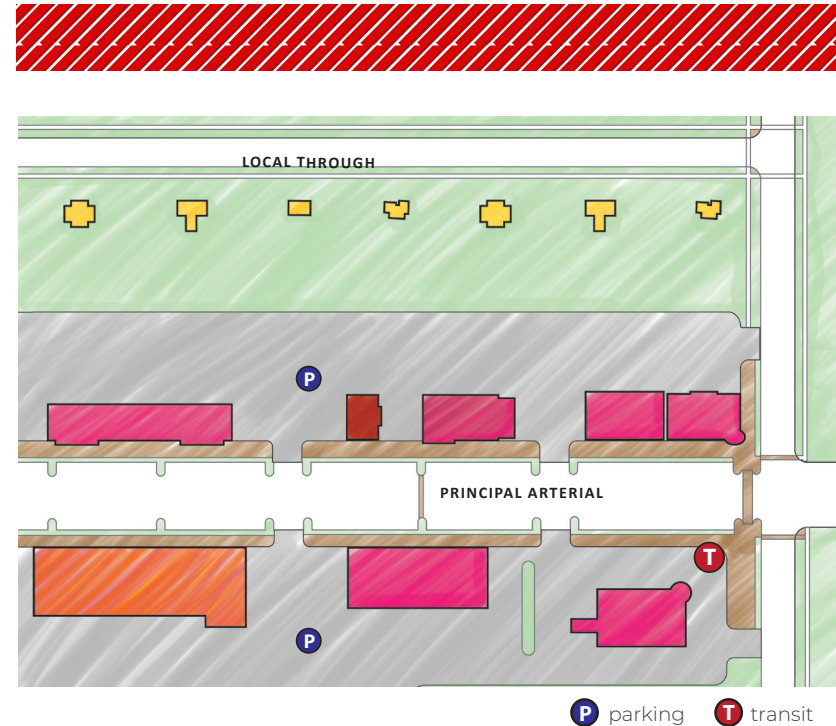
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(f) CAC: Community Activity Center/Corridor District****(1) 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.

**(2) Use Standards**

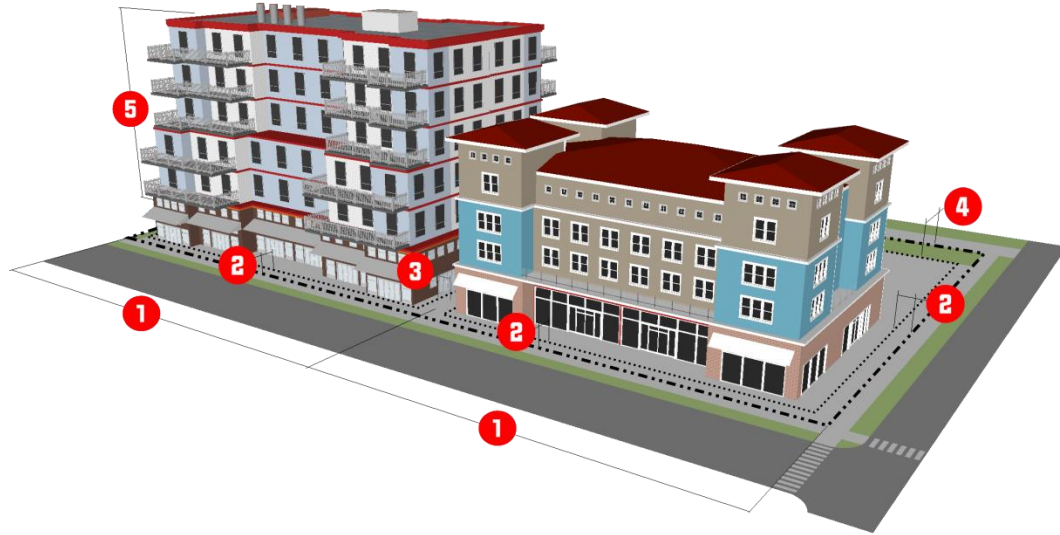
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) 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.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(1) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1903 Hazelwood Road and 1842 Pressley Street; TMS#19205-03-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-102 - Annexing and Incorporating 1903 Hazelwood Road and 1842 Pressley Street, Richland County TMS# 19205-03-12 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge residential large lot (UER-2) and assign zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: Charles McSwain, Jr.

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-102 Annex and Incorporate 1903 Hazelwood Road and 1842 Pressley Street (PDF)
- **#b:** Hazelwood1903Pressley1842_Petition (PDF)
- **#c:** Offer_Notice_Hazelwood1903Pressley1842 (PDF)

- #d: ANNEX-2022-0024_Hazelwood1903_Pressley1842_ZPH (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-102

Annexing and Incorporating 1903 Hazelwood Road and 1842 Pressley Street, Richland County TMS# 19205-03-12 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 _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1903 Hazelwood Road and 1842 Pressley Street and TMS# 19205-03-12 containing 0.48 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 #4, Census Tract 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 19205-03-12

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

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-102
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the Northeastern corner of the intersection of Hazelwood Road and Pressley Street, near the City of Columbia, in the County of Richland, State of South Carolina, being composed of and embracing Lot Number Five (5) as shown on a land sub-division plat prepared for Alpha W. Ayers by Columbia Engineering Co. dated March 23, 1954, revised June 29, 1954 and recorded July 31, 1954 in Plat Book 5 at page 63 in the Office of the ROD for Richland County; and having such boundaries and measurements as are shown on said plat, referenced to which is hereby craved for a more complete and accurate description, be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

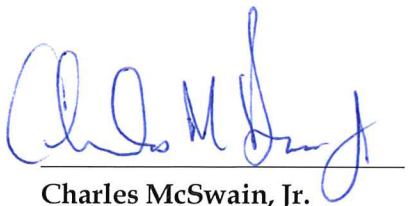
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the Northeastern corner of the intersection of Hazelwood Road and Pressley Street, near the City of Columbia, in the County of Richland, State of South Carolina, being composed of and embracing Lot Number Five (5) as shown on a land sub-division plat prepared for Alpha W. Ayers by Columbia Engineering Co. dated March 23, 1954, revised June 29, 1954 and recorded July 31, 1954 in Plat Book 5 at page 63 in the Office of the ROD for Richland County; and having such boundaries and measurements as are shown on said plat, reference to which is hereby craved for a more complete and accurate description, be all measurements a little more or less.

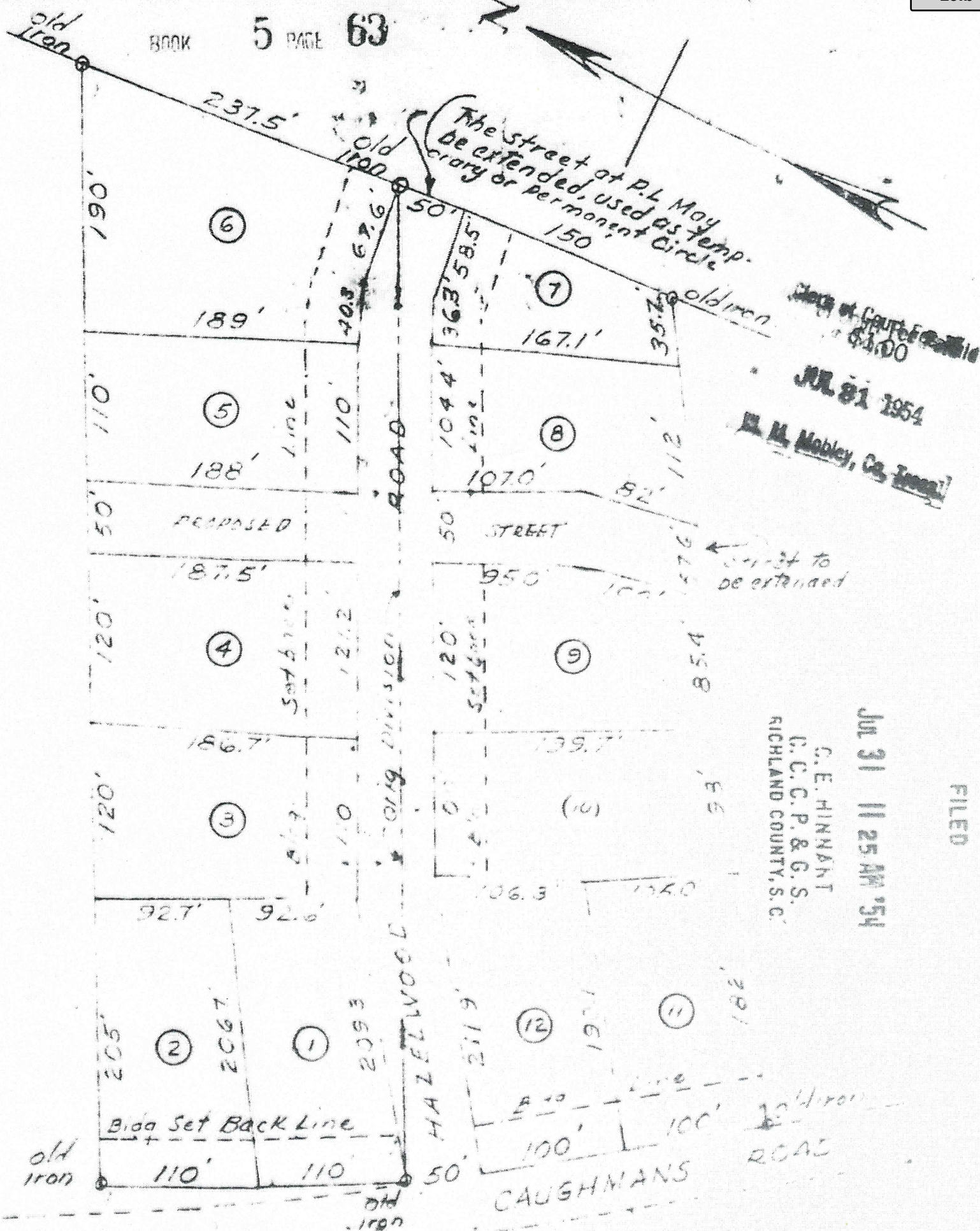
Richland County TMS: 19205-03-12

Property Addresses: 1903 Hazelwood Road and 1842 Pressley Street


 Charles McSwain, Jr.

Date: 24 AUG 2022

BOOK 5 PAGE 63



Class of Court Fee \$4.00
JUL 31 1954
E. M. Mobley, Co. Treas.

JUL 31 11 25 AM '54
C.E. HINNANT
E.C.C.P. & G.S.S.
RICHLAND COUNTY, S.C.

FILED

Note: Revised June 29, 1954 to
Show Bldg Set Back Line of 35'
minimum.

NOT: The sub-division as shown herein incl. lots
27 & 28, Block 'C' as shown on "The Edisto Estates
Plat of sub-division for the Edisto Company near
Columbia, S.C. by Tomlinson Eng. Co. 11-1-53
This Plat supercedes Columbia Eng. Co. Plat of 12-1-52

• LAND SUB-DIVISION •
— SURVEYED FOR —
• ALPHA W. AYERS •
NEAR COLUMBIA, S.C.
SCALE 1"=100' MAR. 23, 1954
COLUMBIA ENGINEERING CO.
COLUMBIA, S.C.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 31, 2022

RE: **Property Address:** 1903 Hazelwood Road and 1842 Pressley Street
Richland County TMS#: 19205-03-12
Owner(s): Charles McSwain, Jr.
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RSF-LD)
Proposed City Zoning: Residential Single Family Large Lot (RSF-1)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 116.08

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 13, 2022** 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

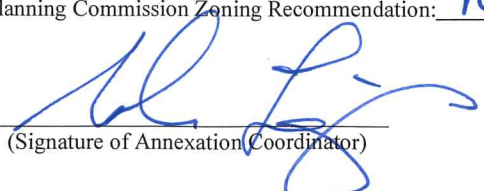
cc:

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
 Gloria Saaed, Community Development Director
 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: UER-2 (Land Use classification) by 6-0
 on 10/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 6-0
 on 10/13/22 (mm/dd/yyyy).

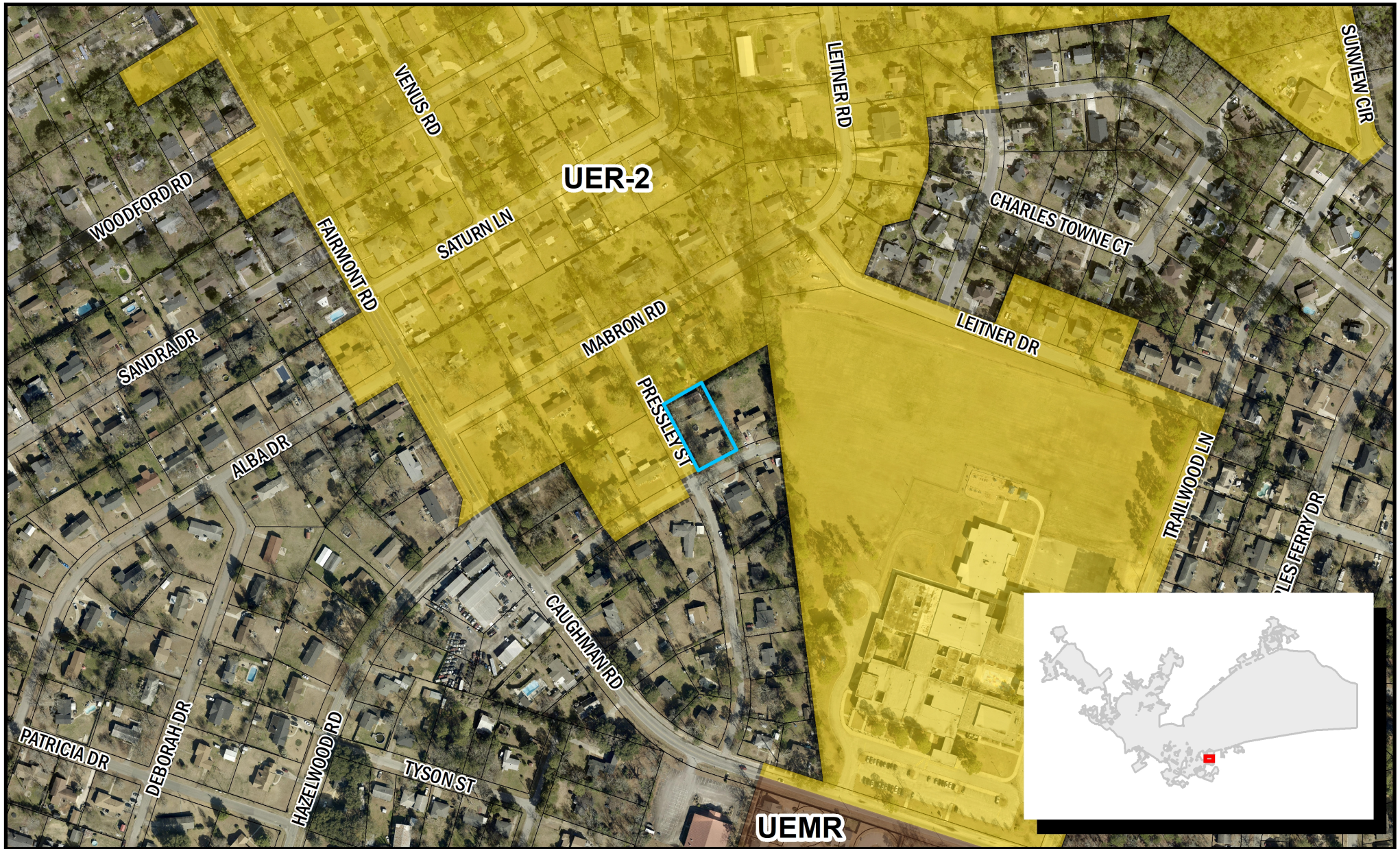

 (Signature of Annexation Coordinator)



Future Land Use Map

1903 Hazelwood Road and 1842 Pressley Street, TMS# 19205-03-12,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UER-2

19.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/29/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1903 Hazelwood Road and 1842 Pressley Street, TMS# 192
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

19.c



RSF-1: Residential Single Family - Large Lot District

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/29/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1903 Hazelwood Road and 1842 Pressley Street; TMS# 19205-03-12

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: Charles McSwain, Jr.

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

ZPH, 1st Reading: 11/15/2022; Pending

2nd Reading: 12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.48 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential Single Family Low Density (RS-LD)

Proposed City Zoning: Residential Single Family-Large Lot (RSF-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 these existing two residences would be **approximately \$450 per year**, based on calls to similar residential properties 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

Solid waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

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 a Primary area as designated in the Urban Service Area plan. The property contains an existing single-family residence and a separate mobile home. The estimated real estate tax revenue generated for the City would be **approximately \$490 per year** based on the current taxable value of this property.

* 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 “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
*Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is not located within the study area of a neighborhood, area, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Large Lot (RSF-1) to the North, West, and East. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the East and South.

The proposed City of Columbia zoning district is Residential Single Family-Large Lot (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

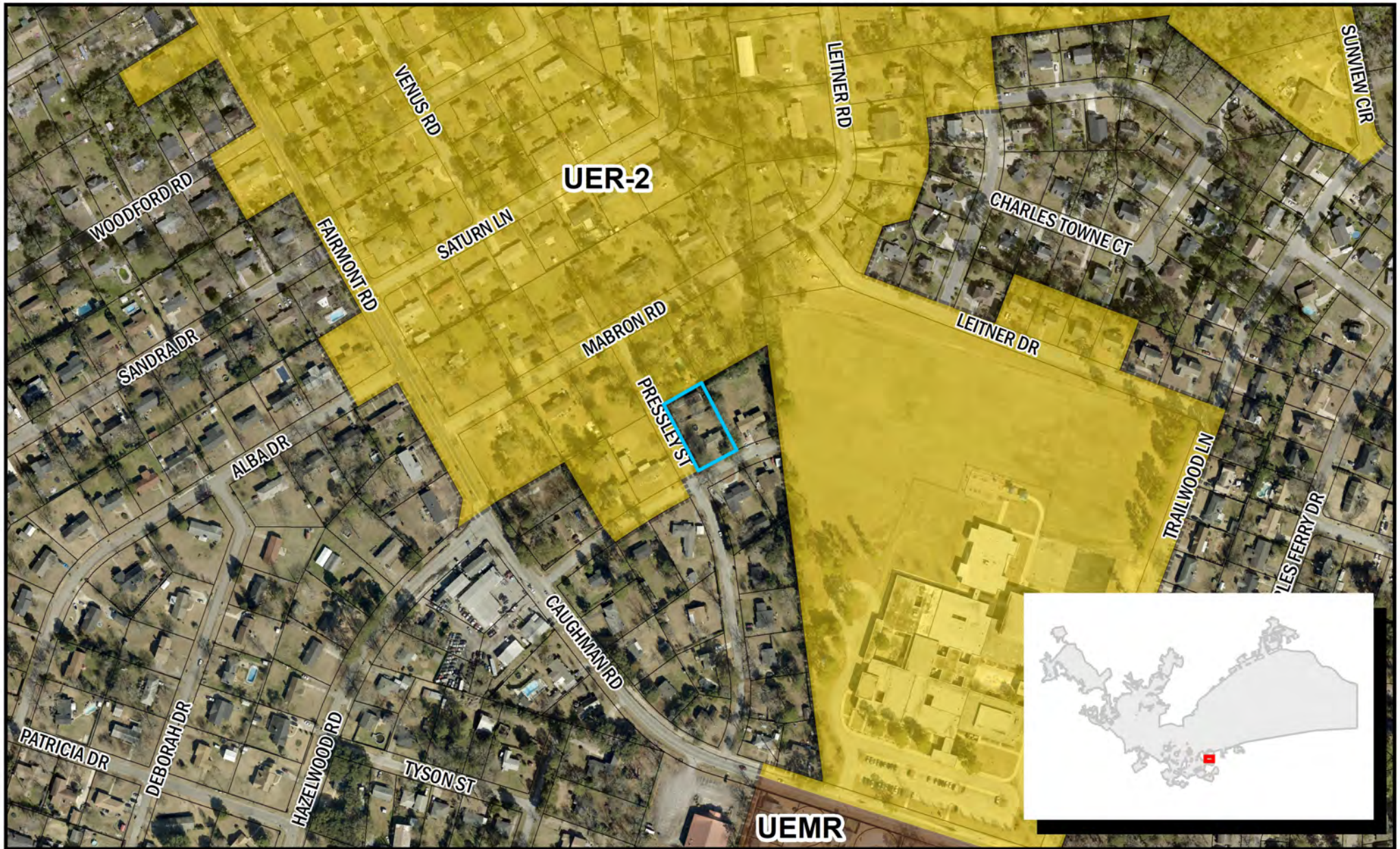
Staff recommends the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

1903 Hazelwood Road and 1842 Pressley Street, TMS# 19205-03-12,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UER-2

19.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/29/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1903 Hazelwood Road and 1842 Pressley Street, TMS# 192
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

19.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/29/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

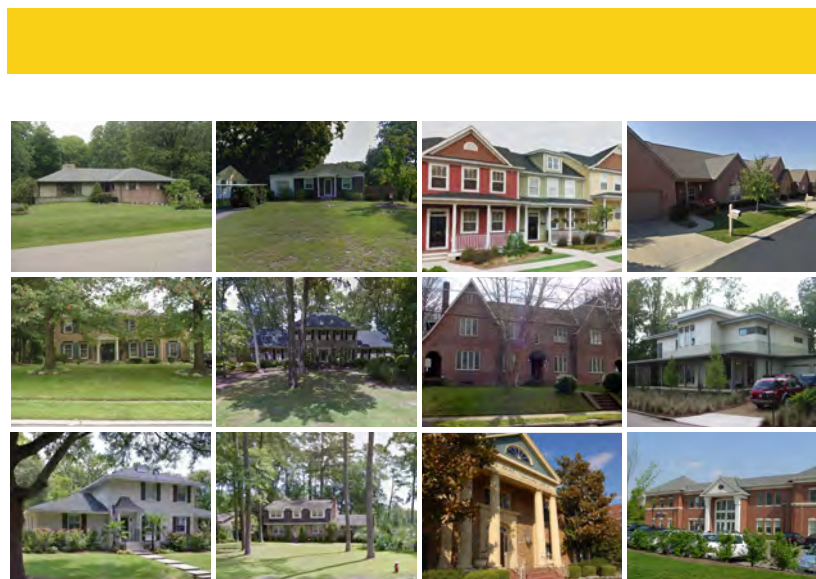
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

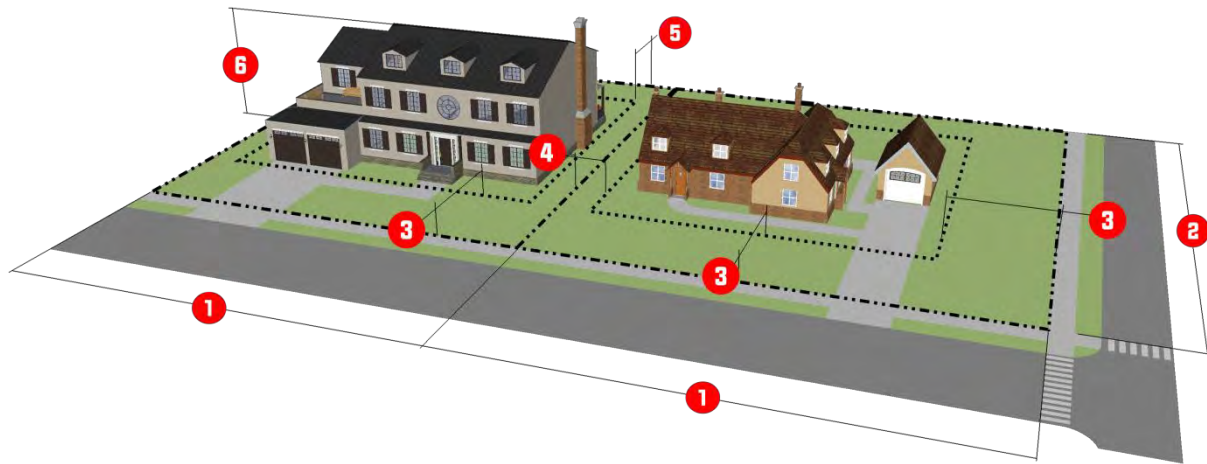
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts
 (e) RSF-1: Residential Single-Family - Large Lot District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for unincorporated portions of 3815 Ayrshire Avenue and 0.56 acres NE/S Clement Road; TMS#09201-0907(p) and 09201-09-08(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-099 - Annexing and Incorporating Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road, Richland County TMS# 09201-09-07 (portion) and TMS# 09201-09-08 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official zoning map

Council District: 1

Proposal: Request to annex the property and assign a land use classification of urban core residential small lot (UCR-1) and assign zoning of residential single-family large lot (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Pamela Dorita Thomas

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2022-0025_Ayrshire3815_Clement_ZPH (PDF)
- **#b:** 2022-099 Annex and Incorporate 3815 Ayrshire Avenue and 0.56 acres NES Clement Road (PDF)

- #c: Ayrshire_Clement_Petition_signed (PDF)
- #d: Offer_Notice_Ayrshire_Clement (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acres NE/S Clement Road;
TMS# 09201-09-07(p) and 09201-09-08(p)**

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single-Family Large Lot (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Pamela Dorita Thomas

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

ZPH, 1st Reading: 11/15/2022; Pending

2nd Reading: 12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.73 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Property Consolidation

Urban Service Area: Primary

Current County Land Use Classification: Mixed Residential (High Density)

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

Current County Zoning: Residential Single-Family High Density (RS-HD)

Proposed City Zoning: Residential Single-Family Large Lot (RSF-1)

Census Tract: 4

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As the single-family residence on this property is already considered to be within the City, we find that there would not be an increase in the number of calls for service.

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

This property is already served by City of Columbia Solid Waste.

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 service address on this property is already within the City limits. Water and sewer rates are approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Primary area as designated in the Urban Service Area plan. The two tax parcels, taken together, are both partially within the City of Columbia. One parcel contains a single-family residence that is already within the City limits and subject to City taxes. The other parcel is undeveloped, largely within a power line easement, and is taxed as if it were entirely unincorporated. The impact on City services is negligible, as is the revenue: the estimated additional real estate tax revenue generated for the City would be **approximately \$3 per year** based on the current taxable value of the unincorporated parcel.

* 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

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of two area plans, the *Walkable 29203 Pedestrian Master Plan* and *The Master Plan for the Villages of North Columbia*.

The [*Walkable 29203 Pedestrian Master Plan*](#) (2017) was developed through a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use, and focus group participants noted a desire for traffic calming measures along Clement Drive. The plan does not make any recommendations specific to the subject property.

The subject property is also located within the study area of [*The Master Plan for the Villages of North Columbia*](#) (2005), more specifically within Cluster Two (Section 2, Page 46) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a land use of Low Density Residential (Single-family Detached Homes) for the subject property (Section 3, Page 97). The plan notes that traffic calming measures should be placed along Clement Road near the Ardincaple Neighborhood to slow traffic, but otherwise does not make recommendations specific to the subject property (Section 3, Page 105).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Large Lot (RSF-1) to the North and East. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the South and RS-MD to the West.

The proposed City of Columbia zoning district is Residential Single Family-Large Lot (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

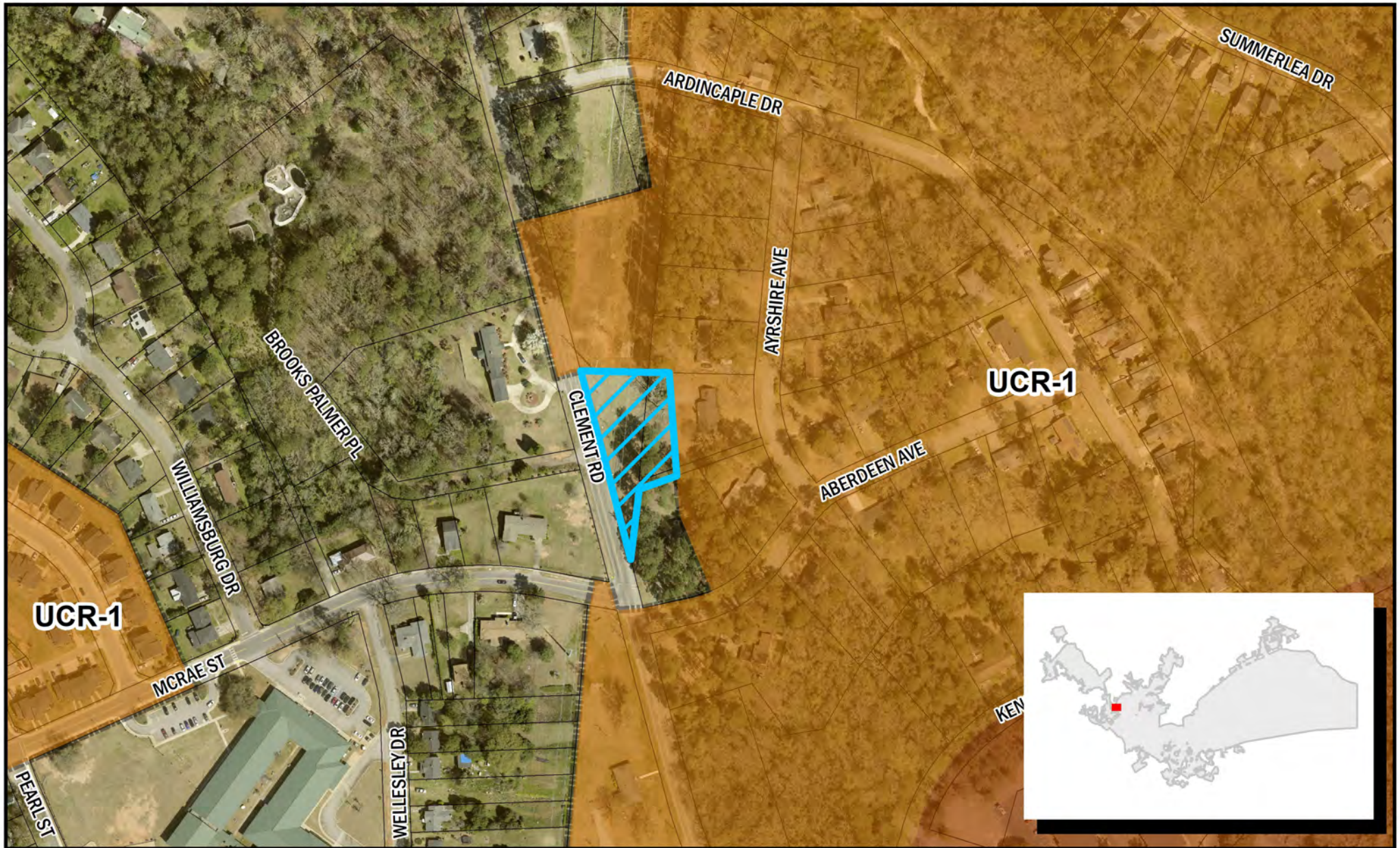
Staff recommends the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single-Family Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

3815 Ayrshire Ave(p) and 0.56 acres NE/S Clement Rd(p), TMS# 09201-09-07(p) and 09201-09-08(p)
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

20.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/30/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

3815 Ayrshire Ave(p) and 0.56 acres NE/S Clement Rd(p), TMS# 09201-09-07(p) and 09201-09-08(p)
Current Rich. Co. Zoning: RS-HD, Proposed City Zoning: RSF-1

20.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/30/2022



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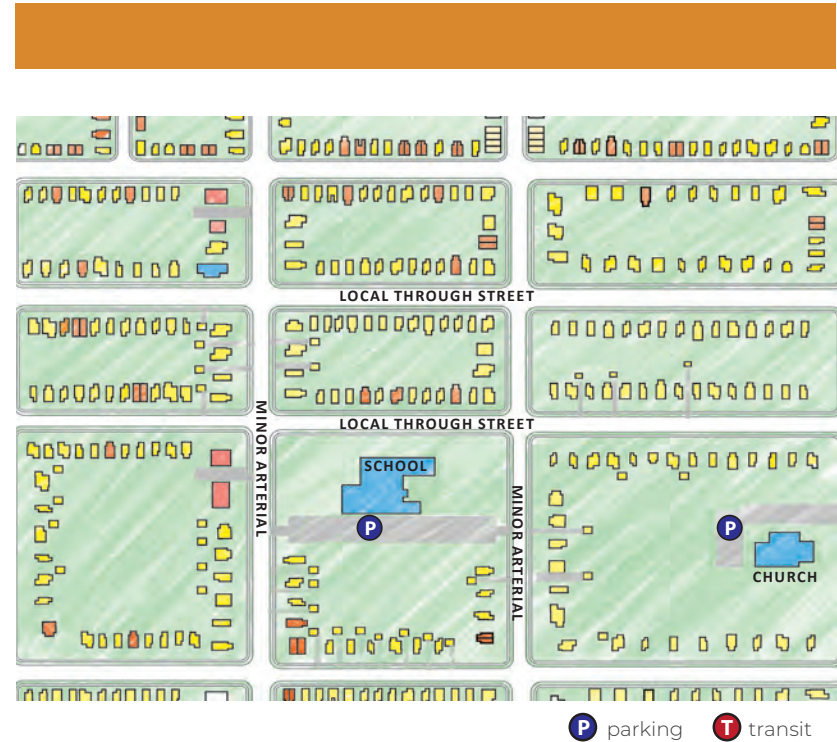
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be 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 a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

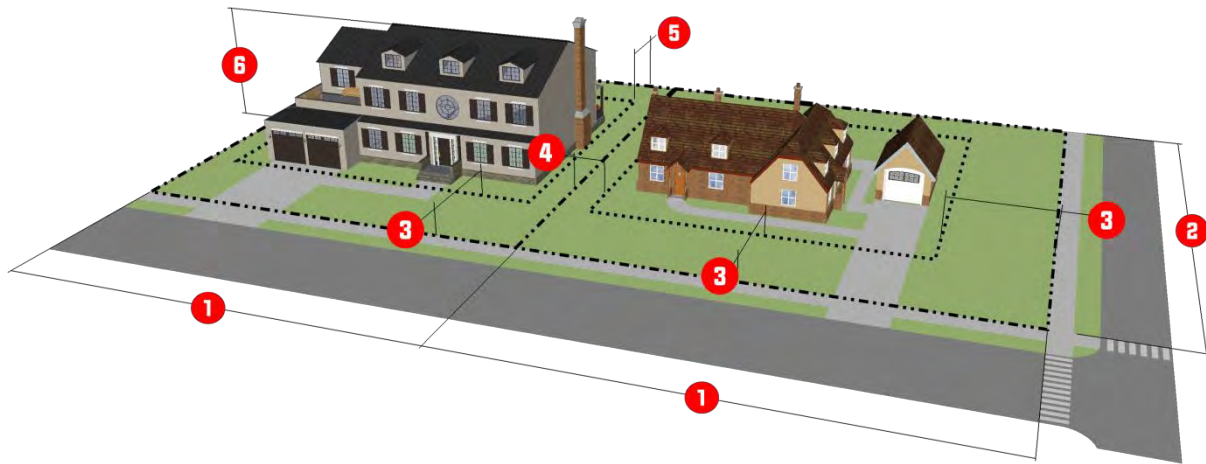
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-099

Annexing and Incorporating Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road, Richland County TMS# 09201-09-07 (portion) and TMS# 09201-09-08 (portion) into the City of Columbia, South Carolina Columbia, 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 _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3815 Ayshire Avenue and TMS# 09201-09-07(portion) containing 0.17 acres and NE/S Clement Road and TMS# 09201-09-08 (portion) containing 0.56 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 #1, Census Tract 4, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 09201-09-07 (portion) and 09201-09-08 (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:

ORDINANCE NO.: 2022-099
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.33 acres, more or less, and shown and designated as block 09, lots 07 and 08 on Richland County Tax Map 09201. Said parcels having such boundaries and measurements as are shown on said tax map. Less and excepting an approximately 0.6-acre portion of the aforementioned properties, formerly within the Town of Eau Claire and annexed into the City of Columbia on December 2, 1955.

LEGAL DEPARTMENT DRAFT

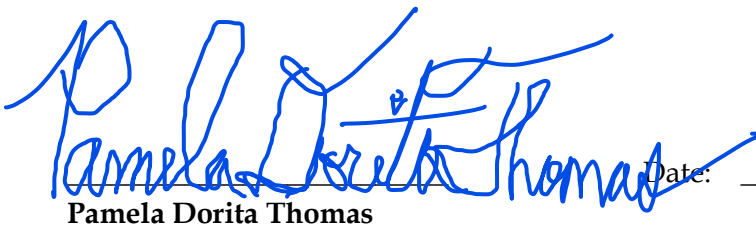
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.33 acres, more or less, and shown and designated as block 09, lots 07 and 08 on Richland County Tax Map 09201. Said parcels having such boundaries and measurements as are shown on said tax map. Less and excepting an approximately 0.6-acre portion of the aforementioned properties, formerly within the Town of Eau Claire and annexed into the City of Columbia on December 2, 1955.

Richland County TMS: 09201-09-07 (portion) and 09201-09-08 (portion)

Property Addresses: Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road

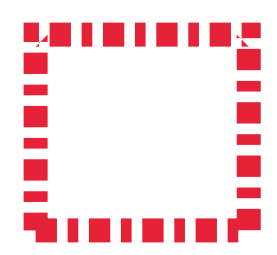

 Pamela Dorita Thomas

Date: 08/26/2022

09201



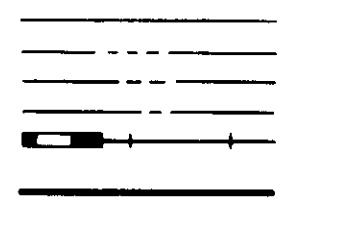
NOTE: BLK. 8 LOT 1 ANNEXED INTO CITY; 3/25/87
BLK. 9 LOT 9 ANNEXED INTO CITY 4-15-00.

 = Properties to be annexed;
TMS# 09201-09-07 (portion)
and 09201-09-08 (portion)

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/87	12/06
12/88	
	12/01
	12/02
	12/03

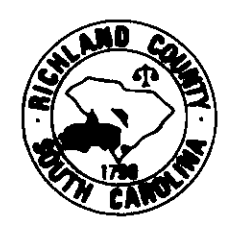
PROPERTY LINE	RIGHT OF WAY
CITY LIMITS	SCHOOL DIST
RAILROAD	PUBLIC ROAD AND BLOCK DIVIDER



LEGEND	
	DENOTES BUILDING USE
	R - RESIDENTIAL
	C - COMMERCIAL
	ETC.
(B) (C)	DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO	
LOT NO	50
LOT MEASUREMENT	150.5
ACREAGE	6.55 AC
ADDRESS	1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

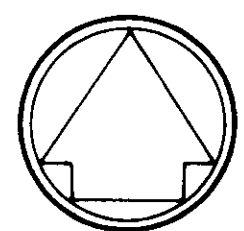


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MAP KEY		
074-14	092-02	092-06
074-13	092-01	092-05
073-16	091-04	091-08

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE



NORTH

PROPERTY MAP SHEET NO.
09201
SCHOOL DISTRICT
IUR, ICC

Packet Pg. 321

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 31, 2022

RE: **Property Address:** Unincorporated portions of 3815 Ayrshire Avenue and 0.56 acre NE/S Clement Road
Richland County TMS#: 09201-09-07 (portion) and 09201-09-08 (portion)
Owner(s): Pamela Dorita Thomas.
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current City Zoning: Residential Single Family High Density (RS-HD)
Proposed City Zoning: Residential Single Family Large Lot (RSF-1)
Reason for Annexation: Property Consolidation; Primary Area
City Council District: 1
Census Tract: 4

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 13, 2022** 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
 Gloria Saaed, Community Development Director
 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: UCR-1 (Land Use classification) by 6-0
 on 10/13/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 6-0
 on 10/13/2022 (mm/dd/yyyy).

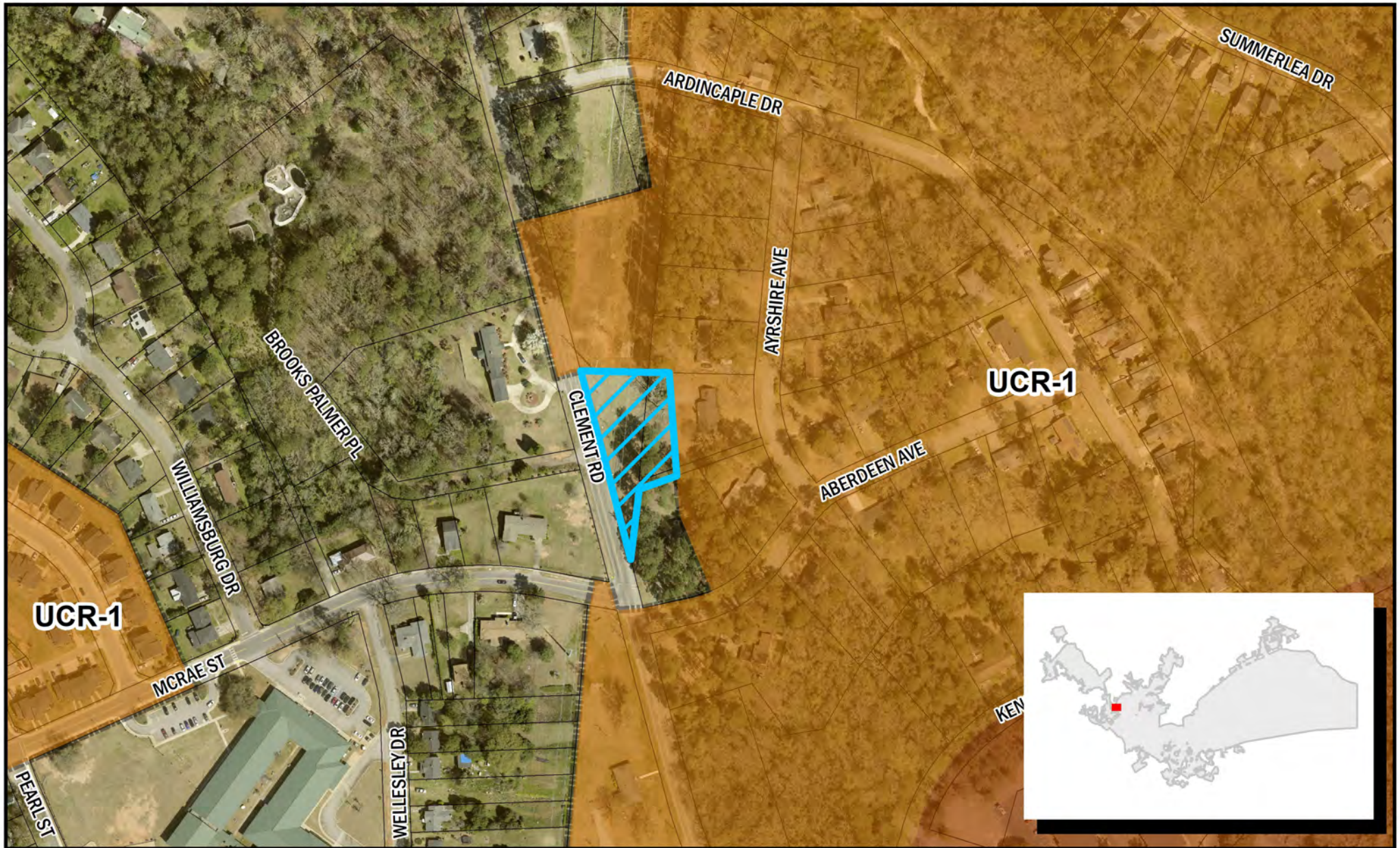

 (Signature of Annexation Coordinator)



Future Land Use Map

3815 Ayrshire Ave(p) and 0.56 acres NE/S Clement Rd(p), TMS# 09201-09-07(p) and 09201-09-08(p)
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

20.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/30/2022



We Are Columbia



0 62.5 125 250
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 324

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

3815 Ayrshire Ave(p) and 0.56 acres NE/S Clement Rd(p), TMS# 09201-09-07(p) and 09201-
Current Rich. Co. Zoning: RS-HD, Proposed City Zoning: RSF-1

20.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/30/2022



We Are Columbia



0 75 150 300
Feet

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Packet Pg. 325

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexations, Future Land Use Map Amendment, and Zoning Map Amendment for 37.675 acres, S/S I-20; TMS# 28800-06-05

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-101 - Annexing and Incorporating 37.675 acres S/S I-20, Richland County TMS# 28800-06-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Spears Creek Quadrant Partners

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-101 Annex and Incorporate 37.675 acres SS I-20 (PDF)
- **#b:** 37.675acSS_I20_Petition_3signatures (PDF)
- **#c:** Offer_Notice_37.675acSS_I20 (PDF)
- **#d:** ANNEX-2022-0026_I20andPercival_ZPH (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-101

Annexing and Incorporating 37.675 acres S/S I-20, Richland County TMS# 28800-06-05 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 _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as S/S I-20 and TMS# 28800-06-05 containing 37.675 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 #4, Census Tract 114.14, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial (GC).

Last revised: 10/18/2022

22014555

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 28800-06-05

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.: 2022-101
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, containing 37.675 acres, and shown and delineated as Tract 2, on a plat prepared for Spears Creek Quadrant Partners, prepared by Cox and Dinkins, Inc. by J. Don Rawls, R.L.S. # 13517, and dated August 11, 2022. A reference to said plat is craved for a more complete and accurate description of the premises.

LEGAL DEPARTMENT DRAFT

Last revised: 10/18/2022

220145:55

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 tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, containing 37.675 acres, and shown and delineated as Tract 2, on a plat prepared for Spears Creek Quadrant Partners, prepared by Cox and Dinkins, Inc. by J. Don Rawls, R.L.S. # 13517, and dated August 11, 2022. A reference to said plat is craved for a more complete and accurate description of the premises.

Richland County TMS: 28800-06-05
Property Addresses: 37.675 acres S/S I-20

Spears Creek Quadrant Partners

BY: Stan N. Centura Date: 8-27-22
(Signature)

STEVEN M. ANASTASION
(Print or Type Name)

BY: John H. Lopez Jr. (Signature) Date: 8/26/22

John H. Lumpkin Jr
(Print or Type Name)

BY:  (Signature) Date: 8/29/22

Michael F. Davis
(Print or Type Name)



MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: September 9, 2022
 RE: **Property Address:** 37.675 acres S/S I-20
Richland County TMS#: 28800-06-05
Owner(s): Spears Creek Quadrant Partners
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: General Commercial (GC)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 13, 2022** 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

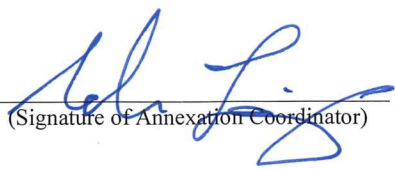
cc:

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
 Gloria Saaed, Community Development Director
 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: AC-2 (Land Use classification) by 6 - 0
 on 10/13/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 6 - 0
 on 10/13/2022 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

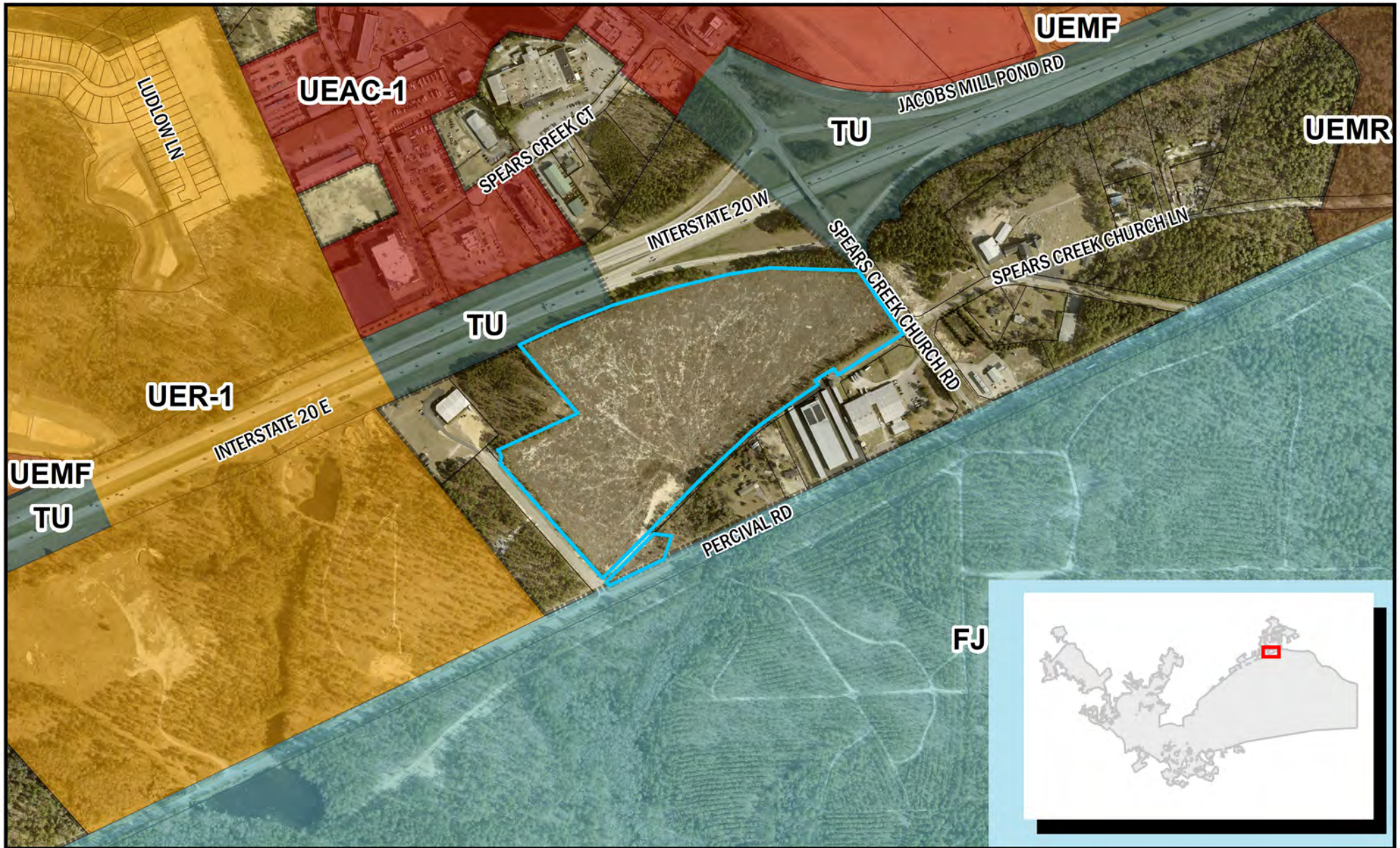


Future Land Use Map

37.675 acres S/S I-20, 28800-06-05;

Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

21.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



We Are Columbia



0 165 330 660 Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 335

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

37.675 acres S/S I-20, TMS# 28800-06-05,
Current Rich. Co. Zoning: M-1, Proposed City Zoning: GC

21.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 336

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 37.675 acres, S/S I-20; TMS# 28800-06-05

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Spears Creek Quadrant Partners

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

ZPH, 1st Reading: 11/15/2022; Pending

2nd Reading: 12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 37.675 acres

Current Use: Undeveloped

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Secondary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Community Activity Corridor (AC-2)

Current County Zoning: Light Industrial (M-1)

Proposed City Zoning: General Commercial District (GC)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. A specific use for the property is not known at this time, however the estimated cost to serve this commercially zoned tract would be **approximately \$30,000 per year**, based on calls to multitenant commercial properties of this approximate size 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 improve the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

A specific use has not been identified for this property, however most uses allowed within the proposed zoning district are generally not served by the Solid Waste Division.

Engineering

Because water lines are planned or currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sanitary sewer service is provided by Palmetto Utilities (SouthWest Water Company).

Water Customer Care

The customer on the property will pay water 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 designated as Donut Hole - Secondary in the Urban Service Area plan. The property is currently undeveloped. A specific use for this property is not known at this time and thus it is difficult to determine the future taxable value of the property, however, the annual real estate tax revenue generated for the City could be expected to exceed **\$70,000 per year** based on the taxable value of other commercially zoned tracts of about this size.

* 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-Secondary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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 Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium

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

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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the North and Institutional- Fort Jackson District (INS-FJ). Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, East, and West, and RU to the South.

The proposed City of Columbia zoning district is General Commercial District (GC).

General Commercial District (GC)

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers. Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (GC) at the time of annexation.

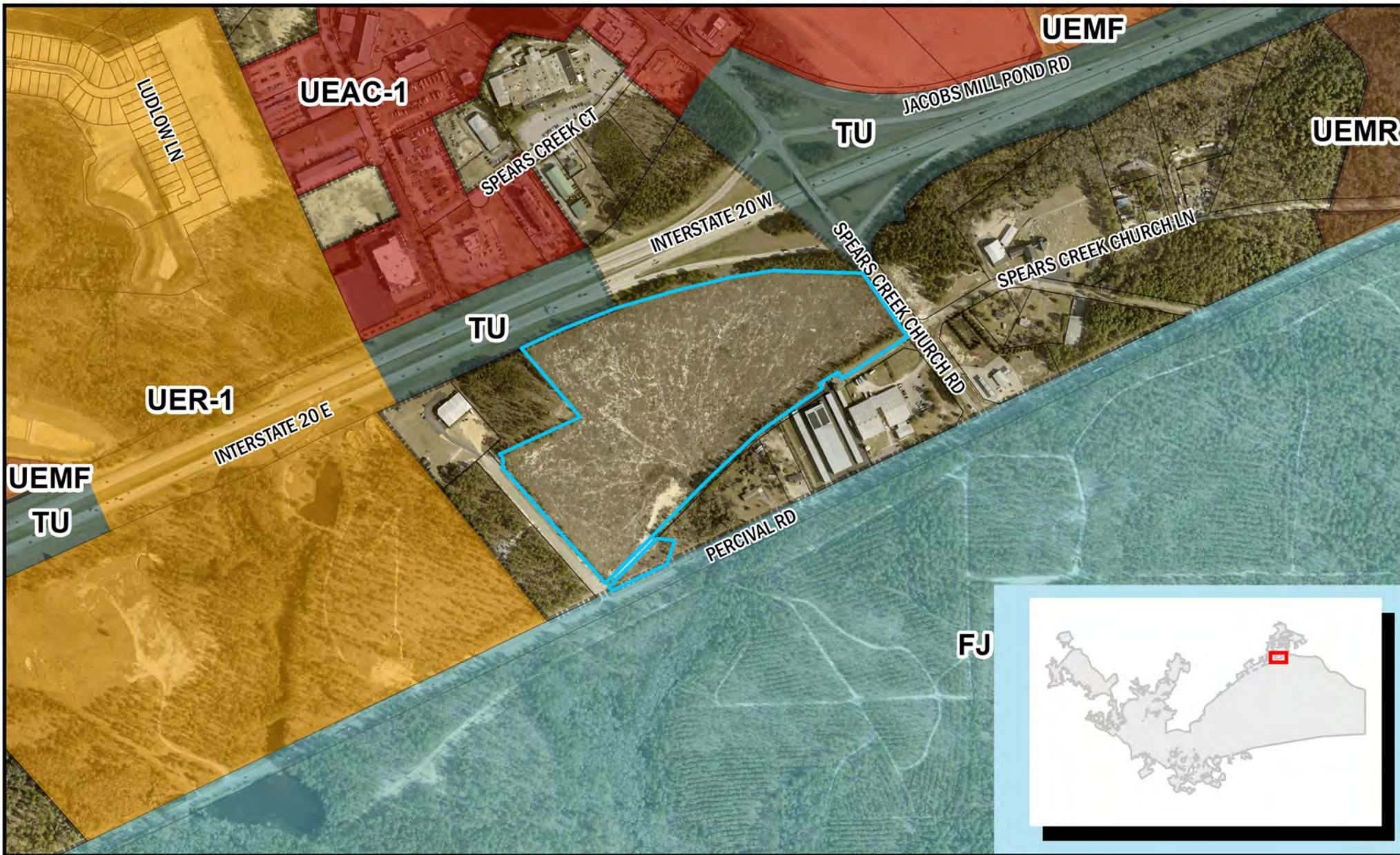


Future Land Use Map

37.675 acres S/S I-20, 28800-06-05;

Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

21.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



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IS A

Packet Pg. 341

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

37.675 acres S/S I-20, TMS# 28800-06-05,
Current Rich. Co. Zoning: M-1, Proposed City Zoning: GC

21.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 9/8/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 342

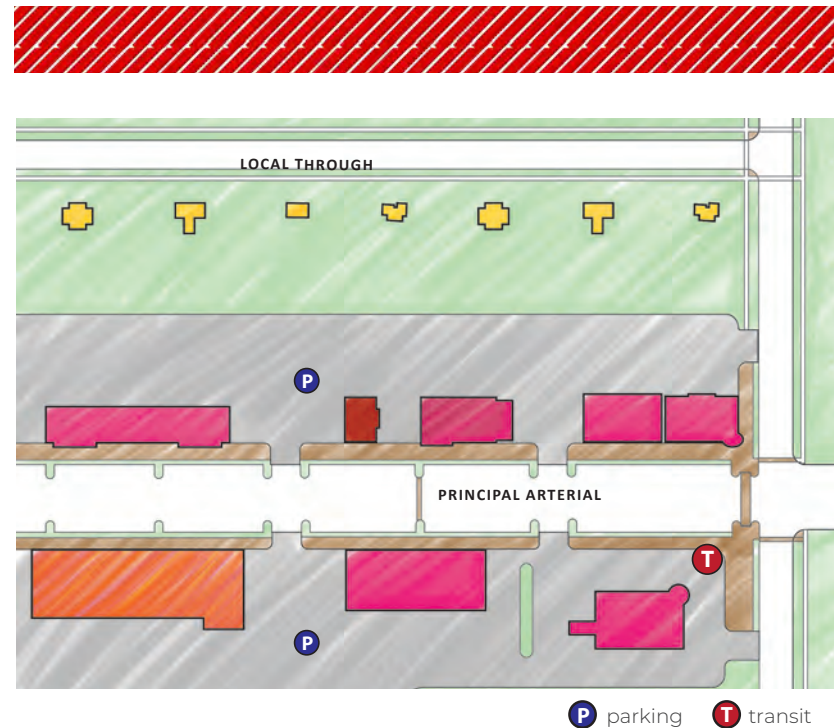
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

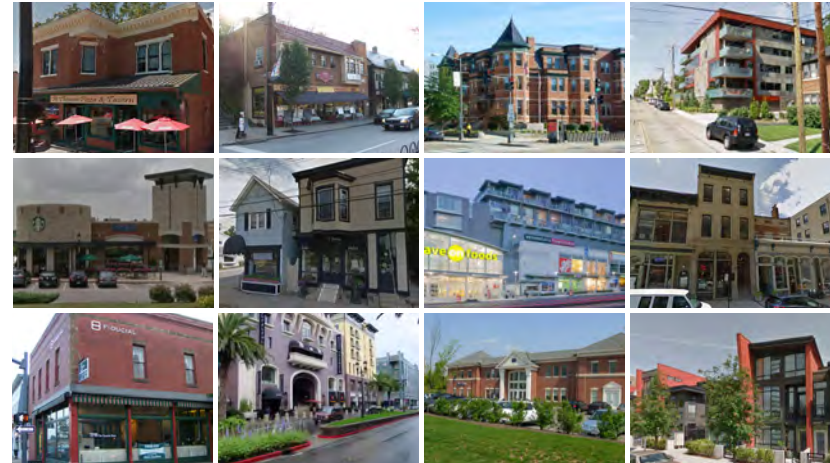
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(j) GC: General Commercial District****(j) GC: General Commercial District****(1) Purpose**

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

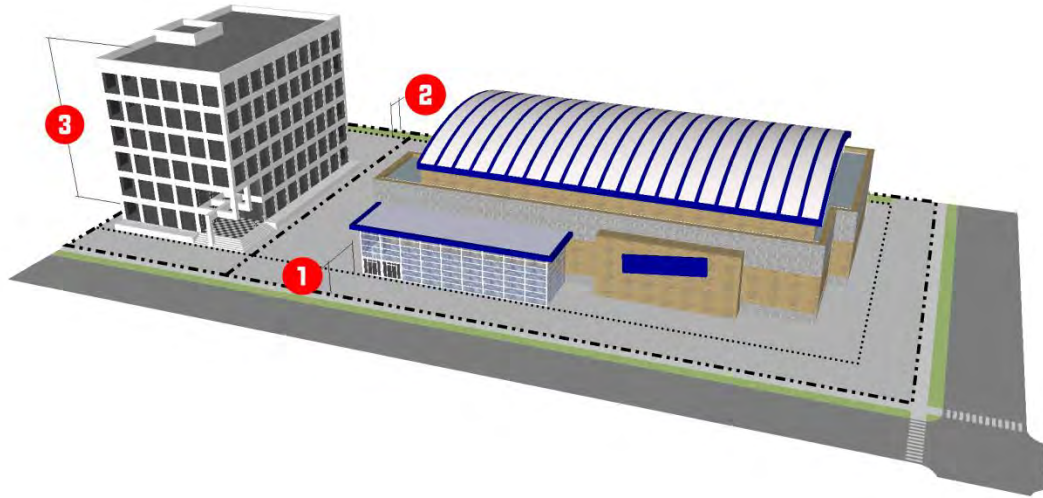
(3) Intensity and Dimensional Standards

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
1 Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
2 Rear Yard Setback, min. (ft.)	10
3 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts**

(j) GC: General Commercial District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Zoning Map Amendment for 14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-110 - Amending the Official Zoning Map to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS #05207-07-28

Council District: 1

Proposal: Request to rezone the property from Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) to Residential Single-Family-Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Chestnut Hill Plantation, Inc. c/o Robert F. Fuller, Attorney

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** ZMA_2022_0014_Chestnut_Hill_ZPH (PDF)
- **#b:** 2022-110 Rezone 14.75 acres Lost Creek Drive (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

Mr. Sergey Razin



CITY COUNCIL

November 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28

Council District:	1
Proposal:	Request to rezone the property from Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) to Residential Single-Family- Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).
Applicant:	Chestnut Hill Plantation, Inc. c/o Robert F. Fuller, Attorney
Staff Recommendation:	Approval
PC Recommendation:	10/13/2022; Approval (6-0)
ZPH, 1st Reading:	11/15/2022; Pending
2nd Reading:	12/06/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 14.75 acres

Current Use: Vacant/Undeveloped

Proposed Use: Single Family Residential

Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current Zoning: Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP)

Proposed Zoning: Residential Single-Family- Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Large Lot-Reserve District (LL-R). The abutting properties in the City of Columbia have base zoning of Transitional/Conservation District (T/C) to the North, East, and South and Residential Single Family- Small Lot (RSF-3) to the West.

The proposed zoning district is Residential Single-Family- Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP).

Large Lot - Reserve District (LL-R)

The purpose of the Large Lot - Reserve (LLR) District is to reserve undeveloped or low-density land primarily located on the edge of the City. Lands within the LL-R District are intended to be rezoned at the appropriate time to accommodate urban expansion.

Residential Single-Family - Large Lot District (RSF-1)

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

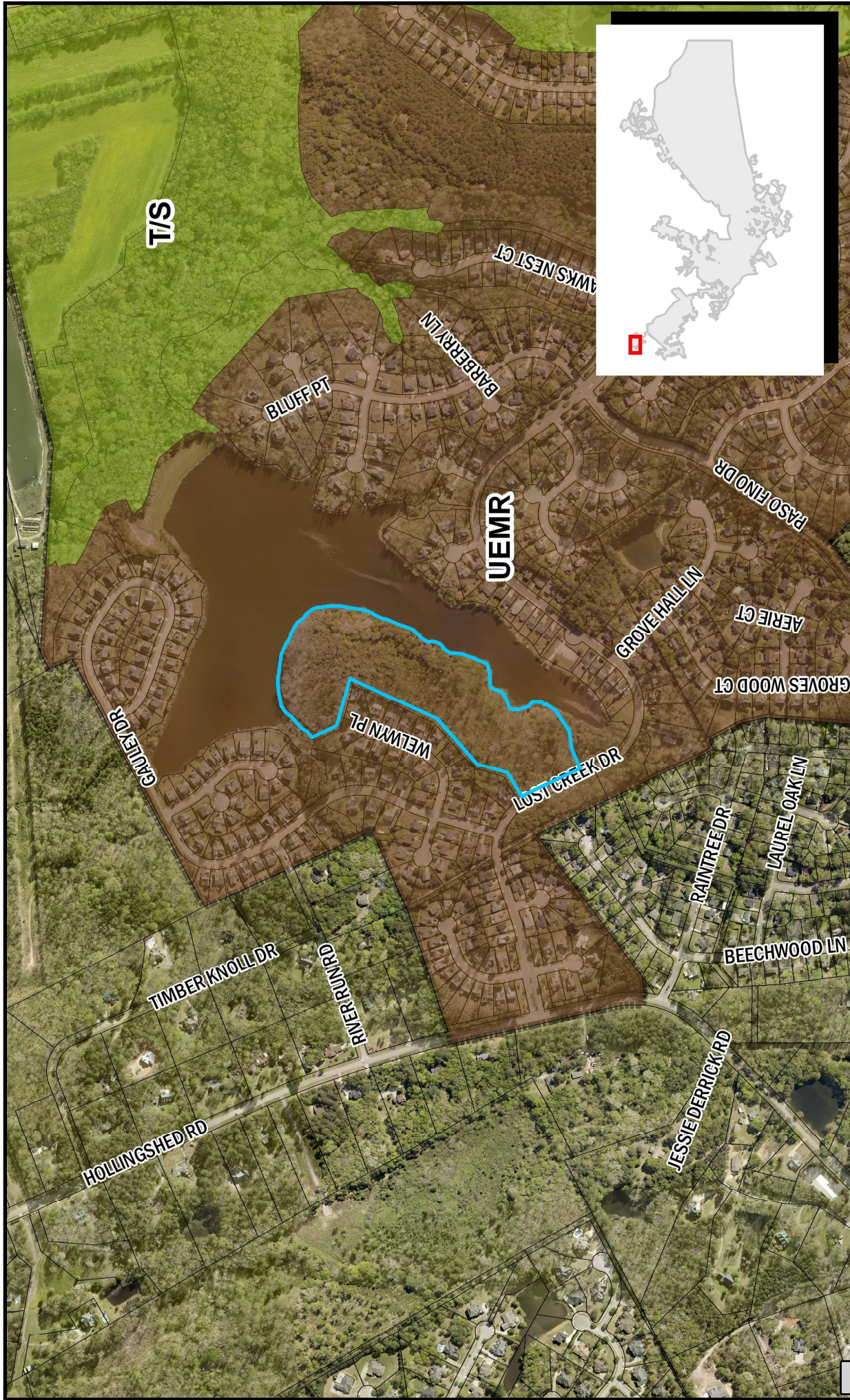
STAFF RECOMMENDATION

Staff finds that the proposed zoning change is consistent with the surrounding zoning and consistent with the Future Land Use classification and therefore recommends **approval** of the request.



Future Land Use Map

14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28,
Current FLU: UEMR



Department of Planning & Development Services

FINAL PREPARATION/DATE:
map was prepared by:
Shaughnessy
9/12/2022



We Are Columbia



22.a
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED 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.

Zoning Map

14.75 acres, N/S Lost Creek Drive, TMS# 05207-07-28;
Current Zoning: LL-R, OV-FP, Proposed Zoning: RSF-1, OV-FP



Department of Planning & Development Services

FINAL PREPARATION/DATE:
map was prepared by:
ne Shaughnessy
9/12/2022



We Are Columbia



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map is the product of compilation produced by others. It is provided for informational purposes only. The City of Columbia makes no representation as to its accuracy, use without field verification is sole risk of the

22.a

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Existing Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

UEMR BUILDING TYPES/LAND USES

- PRIMARY TYPES
- Single-family Detached
- SECONDARY TYPES
- Single-family Attached
 - Two-family
 - Three-family
 - Multi-family Small & Medium

- TERTIARY TYPES
- Civic/Institutional Small
 - Business/Employment Small (excl. Flex)
 - Cemeteries & Mausoleums

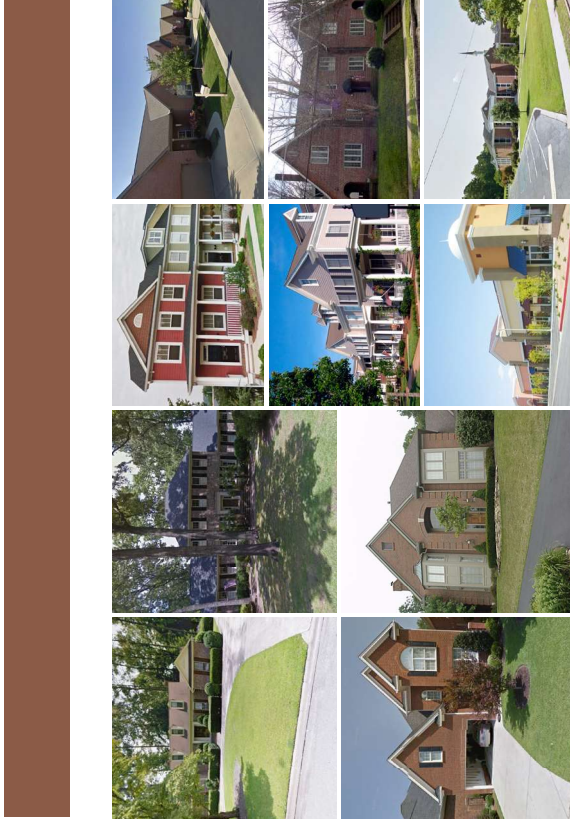
See matrix for appropriate park/open space types.



Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complementary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Existing Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(d) LL-R: Large Lot - Reserve District****(d) LL-R: Large Lot - Reserve District****(1) Purpose**

The purpose of the Large Lot - Reserve (LL-R) District is to reserve undeveloped or low-density land primarily located on the edge of the City. Lands within the LL-R District are intended to be rezoned at the appropriate time to accommodate urban expansion.

**(2) Use Standards**

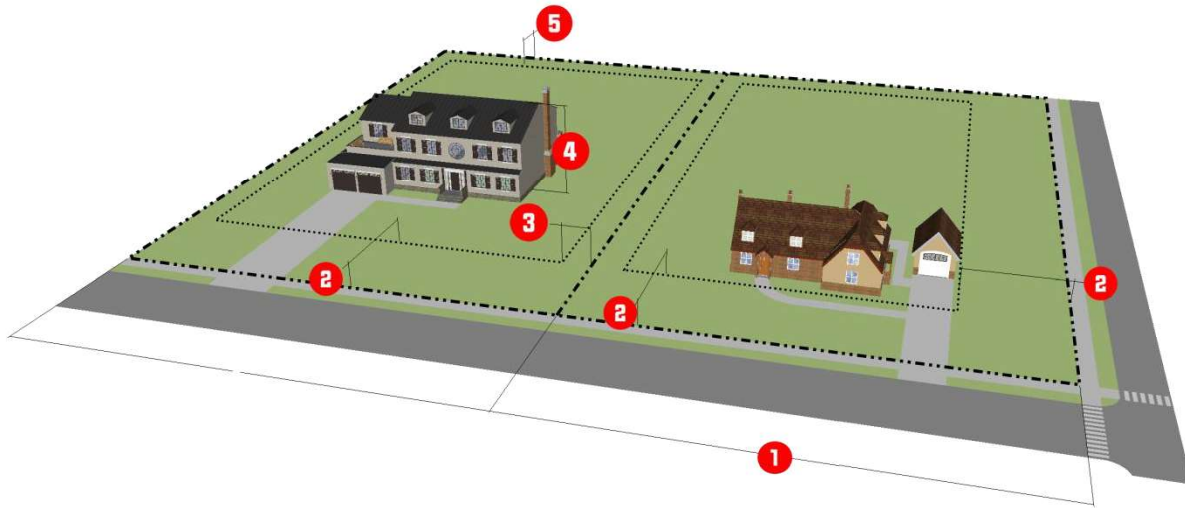
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	40,000
1 Lot Width, min. (ft.)	150
Lot Coverage, max. (% of site area)	25
Density, max. (du/acre)	1.1
2 Front Yard Setback, min. (ft.)	35
3 Side Yard Setback, min. (ft.)	10
5 Rear Yard Setback, min. (ft.)	15
4 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts
 Sec. 17-3.2. Residential Base Zoning Districts
 (d) LL-R: Large Lot - Reserve District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

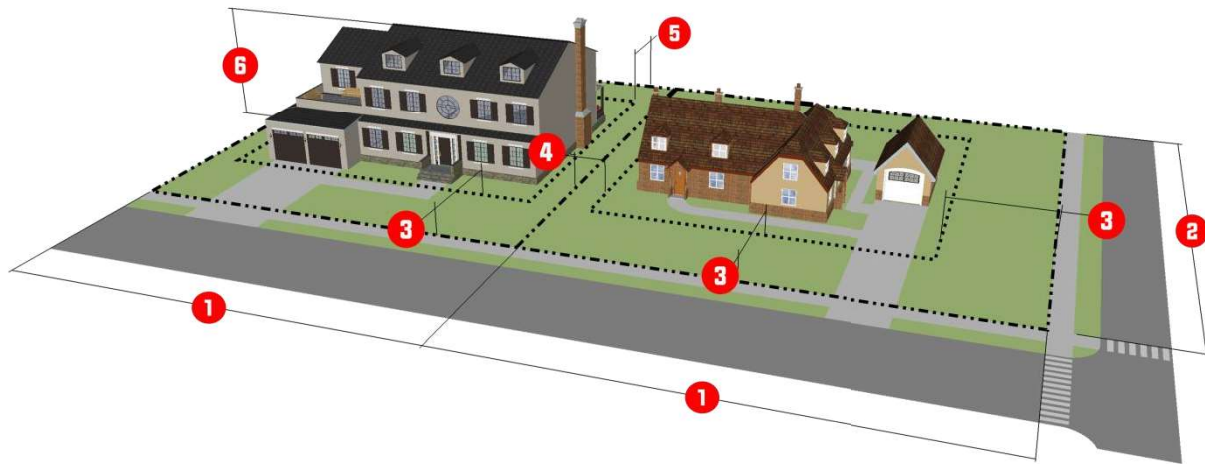
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts
 (e) RSF-1: Residential Single-Family - Large Lot District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-110

Amending the Official Zoning Map to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS #05207-07-28

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 14.75 acres N/S Lost Creek Drive, Richland County TMS# 05207-07-28; 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, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) 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 rezoning 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 this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 14.75 acres N/S Lost Creek Drive and TMS# 05207-07-28, and as shown in Attachment A, is hereby rezoned from Large Lot-Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) to Residential Single-Family-Large Lot District (RSF-1), a portion within the Floodplain Overlay District (OV-FP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-103 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (GSM of North Main, LLC and Peak Drift Beverages, LLC, Richland County TMS #09116-02-01, 09112-07-01, 09112-07-06, 09112-06-04, 09112-06-06 and 09112-06-07)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-103 - Consenting to MCP Inclusion (GSM) (002) (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-103

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(GSM of North Main, LLC and Peak Drift Beverages, LLC, Richland County TMS #09116-02-01,
09112-07-01, 09112-07-06, 09112-06-04, 09112-06-06 and 09112-06-07)

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, 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 the 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, the "Park Agreement"); and,

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of an ordinance by the County Council of the County and delivery of written notice to Fairfield; and,

WHEREAS, GSM of North Main, LLC and Peak Drift Beverages, LLC, (collectively, the "Sponsor"), desire to establish a multi-use commercial, recreational, and entertainment venue on parcels located in the City as more particularly described on Exhibit A attached hereto (the "Property," and together with the proposed development, the "Project") consisting of investment in real and personal property of not less than \$30,000,000 and the creation of approximately 100 new, full-time equivalent jobs; and

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Sponsor ("Credit Agreement") to provide Credits against certain of the Sponsor's payments in lieu of taxes with respect to the Project for the purposes of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure; and,

WHEREAS, to grant the Sponsor the full value of the Credit, the County desires to locate the Project in the Park; and,

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant the MCIP 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; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2022, 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 the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Sponsor is receiving Credits as a result of inclusion of the Property within the Park.

2. The County's approval, execution and delivery of the Credit Agreement with the Sponsor related to the Project.

3. The Credit Agreement will provide that (a) the Sponsor will make payments in lieu of taxes related to the Project ("FILOT") during the term of the Credit Agreement; (b) the annual payments in lieu of taxes due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the payments in lieu of taxes to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a payment in lieu of tax with respect to the Project; (c) the City will be entitled to receive a portion of the payments in lieu of taxes 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 Credit 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 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.

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.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-103

EXHIBIT A
PROPERTY DESCRIPTIONR09112-07-06

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with the improvements, thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as No. 1219 on a Final Plat prepared for Texolina Hinton by A&S of Columbia, Inc. dated October 1, 1998 and recorded in the Office of the Register of Deeds for Richland County in Plat book 209 at Page 870. Reference is hereby made to said plat for a more complete and accurate description, be all measures a little more or less.

This being the same property conveyed to Grantors by Deed of Bernard Hentz Clark and Effie Truhack Clark, as Trustees of the Clark Trust UTD the 27th Day of May, 1999, dated March 4, 2003, and recorded March 10, 2003, in the Office of the Register of Deeds for Richland County in Book 767 at page 1072.

TMS: 09112-07-06

GRANTEE'S ADDRESS: 1624 Main Street
Columbia, SC 29201

R09112-07-01

All that certain piece, Parcel, or tract of land, together with building and improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina. This tract contains 3.547 acres, more or less, and is shown and delineated as parcel "A" on a Plat made for David G. Cannon by Richard L. All, PLS, dated June 18, 2002, and recorded June 27, 2002, in the Office of the Register of Deeds for Richland County, in Plat Book 679, at Page 944.

This tract is bounded according to the Plat as follows: On the North by the right of way of Avondale Drive for a distance of 521.04 feet, more or less; on the East by the right of way of CSX Transportation, Inc., for a distance of 329.01 feet, more or less; on the South by the tract shown as Parcel "B", by of Texolina Hinton, and by lands of The Joyce Topshe Mullins Revocable Trust, for a total distance of 439.19 feet, more or less, and on the West by right of way of North Main Street for a distance of 324.08 feet, more or less.

LESS AND EXCEPT:

All that certain parcel of land containing 1,573.65 square feet/0.04 acres, more or less, and all improvements thereon, if any, owned by Enterprise Bank of South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached to that certain deed from Enterprise Bank of South Carolina, P.O. Box 389, Barnwell, South Carolina 29812 to Richland County dated November 30, 2015 and recorded December 30, 2015 in Book 2079 at Page 676 in the Office of the Register of Deeds for Richland County.

This being the identical property conveyed to Enterprise Bank of South Carolina, by Deed of Joseph Strickland, Master in Equity, dated March 10, 2010, recorded March 16, 2010, in the Office of the Register of Deeds for Richland County, in Book 1593, at Page 905.

TAX MAP NUMBER: 09112-07-01

GRANTEE'S ADDRESS: 1624 Main Street, Columbia, SC 29201

R09112-06-06 and R09112-06-07

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the Town of Eau Claire, in the County of Richland, State of South Carolina, said lot measuring Forty Nine Feet on Main Street and running back therefrom to a depth of Two Hundred Feet, more or less; and being bounded North by lands now or formerly of Dandelion Taylor; on the East by lands formerly of Edward F. Boozer; on the South by Avondale Road; and on the West by Main Street.

LESS AND EXCEPT: All that parcel or strip of land, in fee simple, containing 0.02 acre (844.79 square feet), more or less, and all improvements thereon, if any owned, now or formerly, by the Estate of Myra M. Boozer shown as "total obtain" on the survey being part of Exhibit B, attached to that certain Cancellation of Lis Pendens filed in the Richland County, South Carolina Court of Common Pleas for the Fifth Judicial Circuit in Civil Action No. 2016-CP-10-02163, made a part hereof, between approximate survey stations 76+17 and 76+65, on the right, of the N. Main Street relocated survey centerline and between approximate survey stations 10+42 and 11+25, on the left, of the Avondale Drive East survey centerline.

This is the identical property conveyed to Robert E. Boozer, John Douglas Boozer, and Edward Fulenwider Boozer, Jr., by deed of distribution from Robert E. Boozer as Personal Representative of the Estate of Myra M. Boozer dated August 30, 2016 and recorded September 12, 2016 in Book 2145 at Page 3051 in the Office of the Register of Deeds for Richland County.

TMS No.: R09112-06-07

Property Address: 3500 Main St., Columbia, SC 29203

ALSO:

All that certain piece, parcel, tract or lot of land with any improvements thereon, situate, lying and being near the City of Columbia, in the Town of Eau Claire, County of Richland, State of South Carolina, and being bounded: On the North by lands now or formerly of D.A. Swygert and measuring thereon Two Hundred Seventeen and four tenths (217.4') feet; on the East by lands now or formerly of Miller and measuring thereon forty-nine (49') feet; on the South by a street known as Avondale Drive, and measuring thereon Two Hundred Seventeen and four tenths (217.4') feet; and on the West by other lands of Bertha

A. Boozer, and measuring thereon forty-nine (49') feet.

This is the identical property conveyed to Robert E. Boozer, John Douglas Boozer, and Edward Fulenwider Boozer, Jr., by deed of distribution from Robert E. Boozer as Personal Representative of the Estate of Myra M. Boozer dated August 30, 2016 and recorded September 12, 2016 in Book 2145 at Page 3051 in the Office of the Register of Deeds for Richland County.

TAX MAP NUMBER: 9112-06-07

GRANTEE'S ADDRESS: 1624 Main St. Columbia, SC 29201

R09112-06-04

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being just east of the Winnsboro Road about one-half mile north of the City of Columbia, County of Richland, State of South Carolina, and being in the shape of a parallelogram measuring 242 feet, more or less, on its northern and southern sides, and 105.75 feet, more or less, on its eastern and western sides, and bounded: on the North by Lot "A"; on the East by a public street; on the South by property of Malcom, and on the West by Lot Nos. 1 and 2 as delineated on a Plat made by J.C. Covington, C.E. dated February 6, 1919, and recorded in Plat Book "C" at Page 236.

This being the same property conveyed to Debra Croft, Denyse Nodden, and W.H. Croft, Jr., by deed of Mary Bleckley Boozer, George Franklin Boozer, Thomas Chappell Boozer, Mary C. Boozer, Chad Haskel Boozer, and James Marion Boozer dated September 16, 2004, recorded on April 21, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 3931. Said property being further conveyed to Debra Croft by deed of Denyse Nodden dated February 16, 2006, recorded February 24, 2006 in Book 1155 at Page 1239, and by deed of Ward Croft dated August 13, 2015, recorded August 24, 2015 in Book 2052 at Page 3251 in the Office of the Register of Deeds for Richland County.

TMS#: 09112-06-04

Property Address: 3509 Phillips Street, Columbia, SC 29201

R09116-02-01

ALL that certain piece, parcel or lot of land, with improvements thereon, situate lying and being at the Southeastern corner of the intersection of Cook Avenue and Phillip Street in the County of Richland, State of South Carolina, being known as 1308 Cook Ave., containing 1.87 acres and being more particularly shown on a plat for Columbia Storage Associates by W. Frank MaCaulay, dated March 25, 1986 and recorded in the office of the Register of Deeds for Richland County in Plat Book 50 at Page 8234. The metes and bounds as shown on said plat are incorporated by reference herein.

Together with the Grantor's right, title and interest in and to that certain easement and right-of-way agreement between the Columbia Baking Company and the City Housing Company dated September 16, 1949 and recorded in the office of the Register of Deeds for Richland County in Book 42 at Page 140.

DERIVATION: This being the same property conveyed to RDBF, LLC by Deed from First Citizens Bank and Trust Company, Inc. dated May 1, 2014 recorded May 5, 2014 in the Office of the Register of Deeds for Richland County in Record Book 1943 at Page 2728.

TMS#: R09116-02-01

The legal description includes parcels bearing Richland County tax map numbers: R09116-02-01; R09112-07-01; R09112-07-06; R09112-06-04; R09112-06-06; and R09112-06-07. 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.



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-121 - Authorizing the City Manager to execute the Second Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) for an ATM

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-121 Truist Bank 2nd amend to lease - 3905 Ensor (Lutheran Survey Bldg).rtf (PDF)
- **#b:** APPROVED - 22014693 - Truist Bank Lease Renewal Letter (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-121

Authorizing the City Manager to execute the Second Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that pursuant to the previous Lease Renewal Agreement that provided for City Council approval of any extension beyond November 28, 2022, the City Manager is authorized to execute the attached Second Extension Option of the Lease Renewal Agreement (Ordinance 2018-041) with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building). The Second Extension Option will terminate on November 28, 2023, unless otherwise extended by City Council.

Requested by:

Assistant City Manager Palen

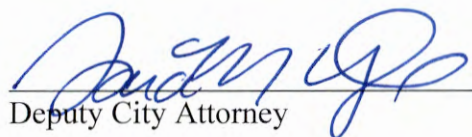
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Via Email Delivery

October 6, 2022

City of Columbia
1136 Washington Street
Columbia, SC 29201
Attn: Kristine Githara
Kristine.Githara@columbiasc.gov

Samantha Walsh
Senior Real Estate Lease Administrator
Corporate Real Estate & Workplace

Re: Lease dated November 29, 2004, together with all modifications, extensions, renewals, and assignments, if any (Collectively, the "Lease") between the City of Columbia ("Landlord") and Truist Bank ("Tenant") for an ATM located at 3905 Ensor Avenue, Columbia, South Carolina (the "Premises")

Dear Landlord:

Please allow this letter to serve as notice that Truist is exercising the second of two (2) remaining renewal periods of one (1) year each by written mutual agreement within thirty (30) days prior to the expiration of the current term.

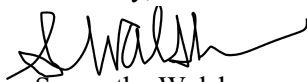
The term of the second extension option shall commence on November 29, 2022 and shall expire on November 28, 2023.

As stated in the Lease Renewal Agreement dated September 4, 2018, Page 1, Section 1, Base Rent will remain at \$450.00 per month during the extended term.

Please have an authorized agent execute this letter agreement where indicated below, confirming Landlord's consent to the exercise of such Second Renewal Term.

Should you have any questions or need to discuss further, please contact Chantell Barnett at Chantell.Barnett@truist.com or by phone at (404) 813-1984.

Sincerely,



Samantha Walsh
Senior Real Estate Lease Administrator

AGREED AND ACCEPTED BY:
LANDLORD:

City of Columbia

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
11/1/2022

TENANT:

Truist Bank

By: Ryan Schuetz

Title: Vice President

Date: October 26, 2022



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-122 - 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: Attracting & Retaining Talent, Planning Together

PURPOSE:

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** 2022-122 - Authorizing Lease Purchase Agreement bw City and Lessor to Defray Cost (PDF)
- **#b:** Capital Lease Program Council memo 9-30-22 (PDF)

HISTORY:

11/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-122

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 Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) 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 _____, 2022.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

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 Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina Equipment Lease Purchase Financing, 2022

Response Due: _____, 2022
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 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.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2022 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%. 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 _____, 2022, 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).

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-hundredth (1/100th) 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.

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.

- (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 (expected to be on or about _____, 2022).
- (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, up to twenty-four (24) months following the execution of the financing. 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 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 will be treated as additional interest for purposes of evaluating bids. 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 _____, 2022, and close the transaction on _____, 2022.
- (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 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.

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 penalties 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 _____, 2022.

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. 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 days prior to the date proposals are due (_____, 2022), 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

_____, 2022

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 AForm of Investment Letter

_____, 2022

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], 2022, \$_____

This letter is provided by _____ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2022 (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

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council

**Cc: Teresa Wilson, City Manager
Jeff Palen, Chief Financial Officer
Henry Simons, Assistant City Manager**

FROM: Missy Caughman, Budget Program Management & Grants Director 

DATE: September 27, 2022

RE: General Fund Capital Outlays

The City generally uses 2 primary sources to purchase capital outlays such as vehicles, heavy equipment and certain technology. The most frequently used funding source is the Capital Lease Program. The General Fund annual budget may also include funding for replacement capital or when necessary, new additions of capital. On occasion, we may use General Fund Surplus or fund balance and grants when eligible. The Replacement Program is in reference to replacement of capital equipment that has reached its useful life. These are part of the annual replacement cycle based on vehicles that are in extremely poor condition or that are no longer serviceable. New vehicles or equipment purchases are used in references to vehicles or equipment that add to the City's fleet.

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. Included in the General Fund FY 22/23 budget is planned issuance of a \$9,000,000 lease along with the associated lease payments.

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 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. 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.



We Are Columbia

Reflected in the FY 22-23 General Fund Budget

- Transfers Out - Capital Replacement Program \$9,000,000
 - Annual program includes replacement vehicles, police patrol cars, garbage trucks, heavy equipment and associated cost to outfit vehicles

Department	Estimated Total
Public Works	\$2,708,662
Police (includes 29 PPVs)	\$3,116,212
Fire	\$2,041,988
Parks & Recreation	\$ 731,955
Other	\$ 401,183
	\$ 9,000,000

Capital Projects vs. Capital Outlays

The Capital Improvement Program or CIP is the schedule of capital projects to be incurred over a five-year period to carry out the City's program of public services and development. Capital projects are the purchase, construction or other acquisition of assets, represents a physical improvement to the community, and adds to the total fiscal worth of the City. The City's dollar threshold for a project to be included in the CIP is \$25,000. The first year of the CIP are planned expenditures and are adopted generally as part of the budget process as the capital budget. Future years are for planning purposes. Capital improvement program or capital projects differ from the capital outlays included in the annual operating budget. Capital projects may require special financing, may be reoccurring or one time and involve the development of assets. Capital outlays included in the annual operating budget are expected to have a useful life of more than one year and with a per unit value exceeding \$5,000. Not all capital asset purchases are part of the capital improvement program. Routine replacements, ongoing maintenance and smaller projects are primarily included in the department's operating budget. This includes vehicles, some equipment and technology items as an example.

If you have any questions or if you need additional information, please let me know.



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amendment to the Unified Development Ordinance: Non-Conforming Sites

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping

Proposal: Request to amend Chapter 17 Article 5 of the Columbia Code of Ordinances concerning buffer requirements that require loss of parking.

Applicant: Mayor Daniel Rickenmann, Councilmember Aditi Bussells, and Krista Hampton Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

First reading approval was given on November 15, 2022.

ATTACHMENTS:

- **#a:** TA-2022-0006_NonConformingSites_ZPH (PDF)
- **#b:** 2022-109 - Amending Chapter 17 Article 5 (PDF)

HISTORY:

11/15/22 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

November 15, 2022 at 4:00pm

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Non-Conforming Sites

Proposal:	Request to amend Chapter 17 Article 5 of the Columbia Code of Ordinances concerning buffer requirements that require loss of parking.
Applicant:	Mayor Daniel Rickenmann and Councilmember Aditi Bussells Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	10/13/2022; Approval (6-0)
ZPH, 1st Reading:	11/15/2022; Pending
2nd Reading:	12/06/2022; Pending

DETAIL

City council recently adopted amendments to the UDO that included provisions that exempt a redevelopment project from the transitional or street protective yard buffer if it requires the loss of parking. Responding to feedback provided at the public hearing, Council requested a subsequent amendment to ensure a clear understanding that the reduction only applies in areas where parking is impacted and that all other buffer requirements remain in force where there is not a reduction in parking. The attached amendment is proposed to satisfy that request.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards**

ZTA 2022-0006

3. If a planting area required by this Section is adjacent to parking or vehicular circulation areas. Curb stops, concrete curb, or other devices to prevent vehicular damage to required trees must be shown on the landscaping plan and installed prior to final inspection.

e. Maintain Shape

All required trees shall be allowed to reach their mature size and shall be maintained at their mature size. Except for trimming and pruning within a utility easement in accordance with applicable policies of the affected utility, required plants shall not be cut or severely pruned or otherwise damaged so that their natural form is impaired. Any tree (including, but not limited to crape myrtles) that has been severely pruned, sheared, topped, or shaped as a shrub, shall be considered as damaged vegetation in need of replacement in accordance with Sec. 17-5.3(c)(11)c, Damage Due to Natural Occurrence, and shall be replaced within one growing season with a tree at least four inches in caliper.

f. Natural Death

The natural death of existing vegetation within any required landscape area does not necessarily constitute a violation and does not require re-vegetation to replace the plant material unless the required landscape area no longer complies with the required standards of this section. In no instance shall this provision be construed to prevent re-planting if, in the opinion of the Zoning Administrator, the required performance standard of the landscaping is not being met.

(d) Transitional Buffer Yards**(1) Purpose**

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

~~Unless exempted in accordance with subsection b below, a~~ All new development shall comply with standards in this subsection except:

~~a. Transitional buffer yards are not required:~~

- a. Between uses or lots within a single mixed-use development; and
- b. Between a proposed development and abutting right-of-way.

ZTA 2022-0006

- c. ~~For development~~ that consists of the renovation or reuse of an existing structure the vegetative portion of a transitional buffer yard is not required where it would result in the removal of an existing parking space(s) in an existing parking lot where the buffer would require the reduction in the number of parking spaces in an existing parking lot.

(3) Required Width and Plantings

a. Required Buffer Type

Table 17-5.3(d)(3)a: Buffer Type Application, identifies whether a proposed use requires a transitional buffer yard, and, if a transitional buffer yard is required, what buffer type is required. Width and planting requirements for each buffer type are set forth in Sec. 17-5.3(d)(3)b, Minimum Width and Plantings.

TABLE 17-5.3(D)(3)A: BUFFER TYPE APPLICATION					
PROPOSED USE	EXISTING USE ON ABUTTING LAND [2]				
	SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING	RESIDENTIAL USE, OTHER THAN SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING, HAVING 10 OR FEWER UNITS	RESIDENTIAL USE NOT OTHERWISE LISTED	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE, IF SITE AREA IS 25,000 SQ FT OR LESS	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE NOT OTHERWISE LISTED, OR INDUSTRIAL USE
Single-family detached or two-family dwelling					
Residential use, other than single-family detached or two-family dwelling, having 10 or fewer units	Type B				
Residential use not otherwise listed	Type C	Type B	Type A	Type A	
Public, Civic, and Institutional use or Commercial use, if site area is 25,000 sq ft or less	Type C	Type B	Type A		
Public, Civic, and Institutional use or Commercial use not otherwise listed, or Industrial use	Type D	Type C	Type B	Type A	
NOTES:					
[1] A shaded cell indicates that a transitional buffer yard is not required.					
[2] Where establishment of a use abutting land is pending, the use is considered an existing use for purposes of this subsection if a building permit is issued for the use. If abutting land is vacant and no building permit has been issued for					

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(e) Street Protective Yards

ZTA 2022-0006

(6) Modification or Waiver for Development Abutting Park or Greenway

If a required transitional buffer yard abuts a park or greenway, the Zoning Administrator may modify or waive any requirement in this subsection on finding that the required transitional buffer yard would otherwise be inconsistent with purposes of this subsection.

(7) Planting and Materials Standards

Trees, shrubs, fences and walls, and berms required by this subsection shall comply with Sec. 17-5.3(c), General Landscaping Standards, unless otherwise specified in subsections a through c below.

a. General

1. Trees, shrubs, fences and walls, and berms shall be arranged in a manner that provides the maximum possible visual separation between adjacent land uses, including the massing of shrubs in rows or groups as needed to achieve the maximum screening effect.
2. If a fence or wall or berm is located in a transitional buffer yard, all required trees and shrubs shall be located in an abutting planting area that is at least five feet in width along the length of the transitional buffer yard.

b. Trees

1. Trees shall be shade trees, except:
 - (i) Trees located within 15 feet of an overhead power line shall be small-maturing trees; and
 - (ii) Up to 50 percent of required trees where a brick, stone, or stucco wall having a height of at least six feet is included may be small-maturing trees.
2. At least 50 percent of required trees shall be evergreen species in unbuffered buffers.

c. Shrubs

1. Shrubs shall be evergreen species expected to reach a height of six feet or greater within five years of planting.
2. Shrubs shall be a minimum of three feet in height when planted.

(e) Street Protective Yards**(1) Purpose**

A street protective yard is a landscaped area abutting and parallel to a recorded public street right-of-way designed to:

- a. Provide more pleasing views along travel ways;
- b. Provide for continuity of vegetation;

ZTA 2022-0006

- c. Reduce the amount of impervious surface and thereby reduce stormwater runoff;
- d. Provide shade; and
- e. Preserve a remnant of Columbia's natural vegetative cover.

(2) Applicability

All new development shall comply with the standards in this subsection, except:

- a. Development that consists solely of a change in land use; and
- b. Development, other than vehicular surface areas, in a zoning district that has a minimum front yard setback of zero feet.
- c. ~~For development~~ that consists of the renovation or reuse of an existing structure the vegetative portion of a street protective yard is not required where it would result in the removal of an existing parking space(s) in an existing parking lot ~~where the protective yard would require the reduction in the number of parking spaces in an existing parking lot.~~

(3) Location

Street protective yards shall be located on the site of the proposed development wherever it abuts an existing or proposed street right-of-way.

(4) Minimum Width

- a. If the minimum front yard setback is greater than ten feet, the minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
- b. If the minimum front yard setback is between zero and ten feet, the minimum width of the street protective yard shall be 10 feet; provided, if the minimum front yard setback is zero feet and ground floor programming is proposed, the minimum width of the street protective yard shall be the minimum width providing adequate planting areas for the healthy growth of required trees to maturity, in accordance with any applicable guidelines and streetscape standards.
- c. Except as provided in b above, notwithstanding any other provision in this Ordinance, a street protective yard shall not have a width of less than five feet as measured from the recorded public street right-of-way abutting the site of the proposed development.

(5) Minimum Area

A street protective yard shall have a minimum area of ten feet times the linear feet of the site of the proposed development that abuts an existing or proposed street right-of-way.

(6) Minimum Plantings

A street protective yard shall comply with the following landscaping standards:

- a. A street protective yard shall contain at least one shade tree for every 40

ORDINANCE NO.: 2022-109

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping is amended to read as follows:

Sec. 17-5.3 Landscaping

(d) Transitional Buffer Yards

(1) Purpose

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

~~Unless exempted in accordance with subsection b below, a~~ All new development shall comply with standards in this subsection except:

~~a. Transitional buffer yards are not required:~~

- a. Between uses or lots within a single mixed-use development; and
- b. Between a proposed development and abutting right-of-way.
- c. ~~For D~~development that consists of the renovation or reuse of an existing structure the vegetative portion of a transitional buffer yard is not required where it would result in the removal of an existing parking space(s) in an existing parking lot ~~where the buffer would require the reduction in number of parking spaces in an existing parking lot.~~

(3) Required Width and Plantings

a. Required Buffer Type

Table 17-5.3(d)(3)a: Buffer Type Application, identifies whether a proposed use requires a transitional buffer yard, and, if a transitional buffer yard is required, what buffer type is required. Width and planting requirements for each buffer type are set forth in Sec. 17-5.3(d)(3)b, Minimum Width and Plantings.

TABLE 17-5.3(D)(3)A: BUFFER TYPE APPLICATION

PROPOSED USE	EXISTING USE ON ABUTTING LAND [2]				
	SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING	RESIDENTIAL USE, OTHER THAN SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING, HAVING 10 OR FEWER UNITS	RESIDENTIAL USE NOT OTHERWISE LISTED	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE, IF SITE AREA IS 25,000 SQ FT OR LESS	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE NOT OTHERWISE LISTED, OR INDUSTRIAL USE
Single-family detached or two-family dwelling					
Residential use, other than single-family detached or two-family dwelling, having 10 or fewer units	Type B				
Residential use not otherwise listed	Type C	Type B	Type A	Type A	
Public, Civic, and Institutional use or Commercial use, if site area is 25,000 sq ft or less	Type C	Type B	Type A		
Public, Civic, and Institutional use or Commercial use not otherwise listed, or Industrial use	Type D	Type C	Type B	Type A	
NOTES: [1] A shaded cell indicates that a transitional buffer yard is not required. [2] Where establishment of a use abutting land is pending, the use is considered an existing use for purposes of this subsection if a building permit is issued for the use. If abutting land is vacant and no building permit has been issued for					

LEGAL DEPARTMENT DRAFT

(e) **Street Protective Yards**

(1) **Purpose**

A street protective yard is a landscaped area abutting and parallel to a recorded public street right-of-way designed to:

- a. Provide more pleasing views along travel ways;
- b. Provide for continuity of vegetation;
- c. Reduce the amount of impervious surface and thereby reduce stormwater runoff;
- d. Provide shade; and
- e. Preserve a remnant of Columbia's natural vegetative cover.

(2) **Applicability**

All new development shall comply with the standards in this subsection, except:

- a. Development that consists solely of a change in land use; and
- b. Development, other than vehicular surface areas, in a zoning district that has a minimum front yard setback of zero feet.
- c. For development that consists of the renovation or reuse of an existing structure the vegetative portion of a street protective yard is not required where it would result in the removal of an existing parking space(s) in an existing parking lot where the protective yard would require the reduction in the number of parking spaces in an existing lot.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Gentry

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 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM FUTURE LAND USE MAP
AMENDMENT AND INTERIM ZONING MAP
AMENDMENT for 3800 Overbrook Drive and 616 Suber
Street; TMS#13708-05-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2022-124 - Annexing 3800 Overbrook Drive and 616 Suber Street,
Richland County TMS# 13708-05-01

Council District: 3

Proposal: Request to annex the property and assign interim land use classification of Urban Core residential Small Lot (UCR-1) and assign of interim zoning of Residential Mixed District (RM-2) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Bowers Property Management, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

ATTACHMENTS:

- **#a:** AO-ANNEX-2022-0027_Overbrook3800_Council (PDF)
- **#b:** 2022-124 - Annex 3800 Overbrook Drive and 616 Suber Street (PDF)



CITY COUNCIL

December 6, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 3800 Overbrook Drive and 616 Suber Street; TMS# 13708-05-01

Council District:	3
Proposal:	Request to annex the property and assign interim land use classification of Urban Core Residential Small Lot (UCR-1) and assign of interim zoning of Residential Mixed District (RM-2) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.
Applicant:	Bowers Property Management, LLC
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	11/10/2022; Approval (7-0)
First Reading:	12/06/2022; Pending
Second Reading:	12/20/2022; Pending
ZMA, FLU Confirmation	
PC Recommendation:	01/12/2023; Pending
1st Reading:	02/21/2023; Pending
2nd Reading:	03/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.89 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed Interim City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed Interim City Zoning: Residential Mixed District (RM-2)
Census Tract: 26.05

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 multifamily development would be **approximately \$8,000 per year**, based on calls to residential areas within the City limits nearby.

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

Water service is available to this property, however sewer service is not currently available and will need to be extended to the property.

Water Customer Care

Proposed development on the site would mean new customers for Columbia Water. Customers 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 designated as Donut Hole - Primary in the Urban Service Area plan. A townhome-style multifamily development is proposed for this site, and the estimated real estate tax revenue generated for the City would be **approximately \$18,700 per year** based on the estimated taxable value of this 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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - 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 interim future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the West, North, and East and RS-HD to the South.

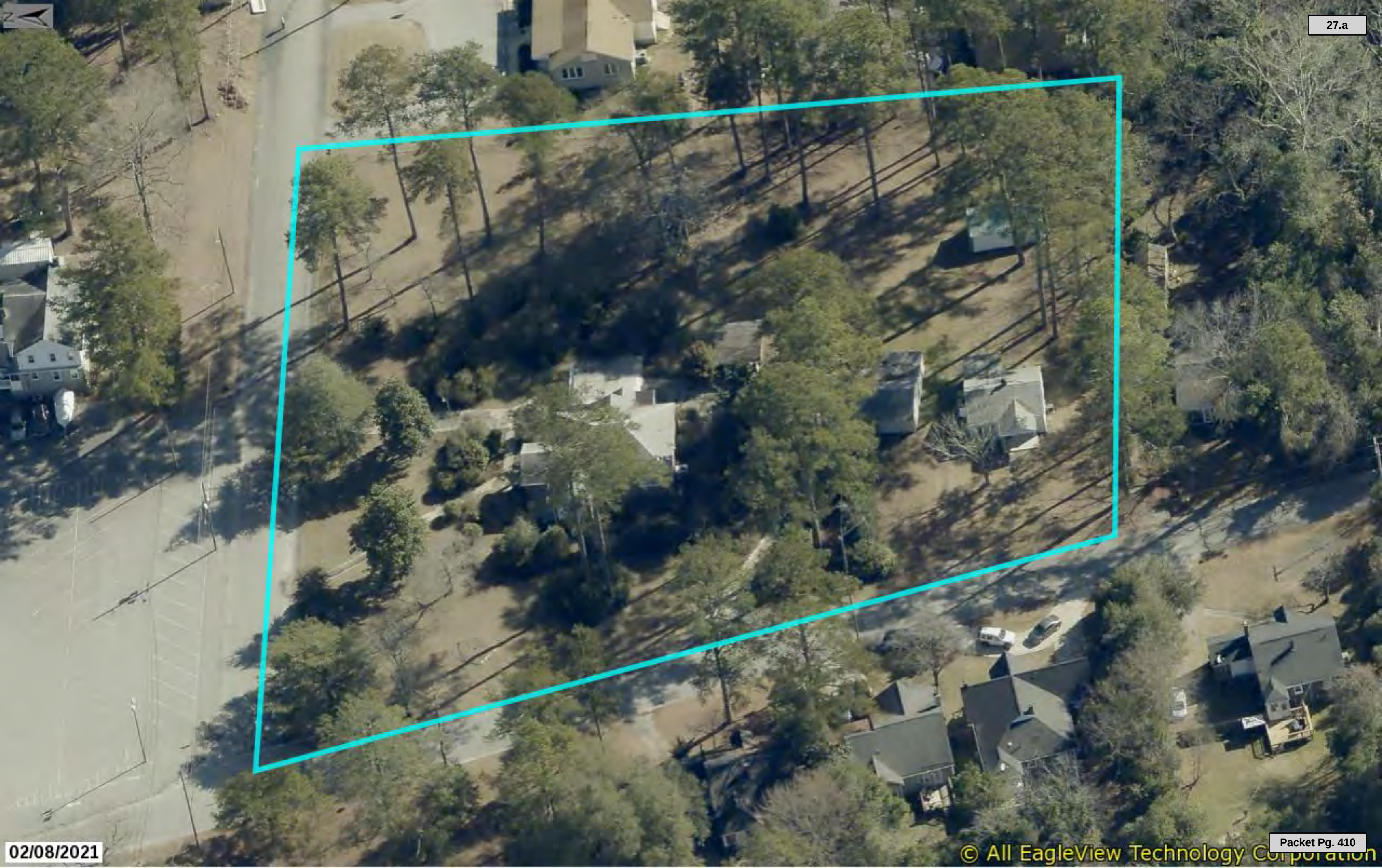
The proposed City of Columbia zoning district is Residential Mixed District (RM-2).

Residential Mixed District (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

STAFF RECOMMENDATION

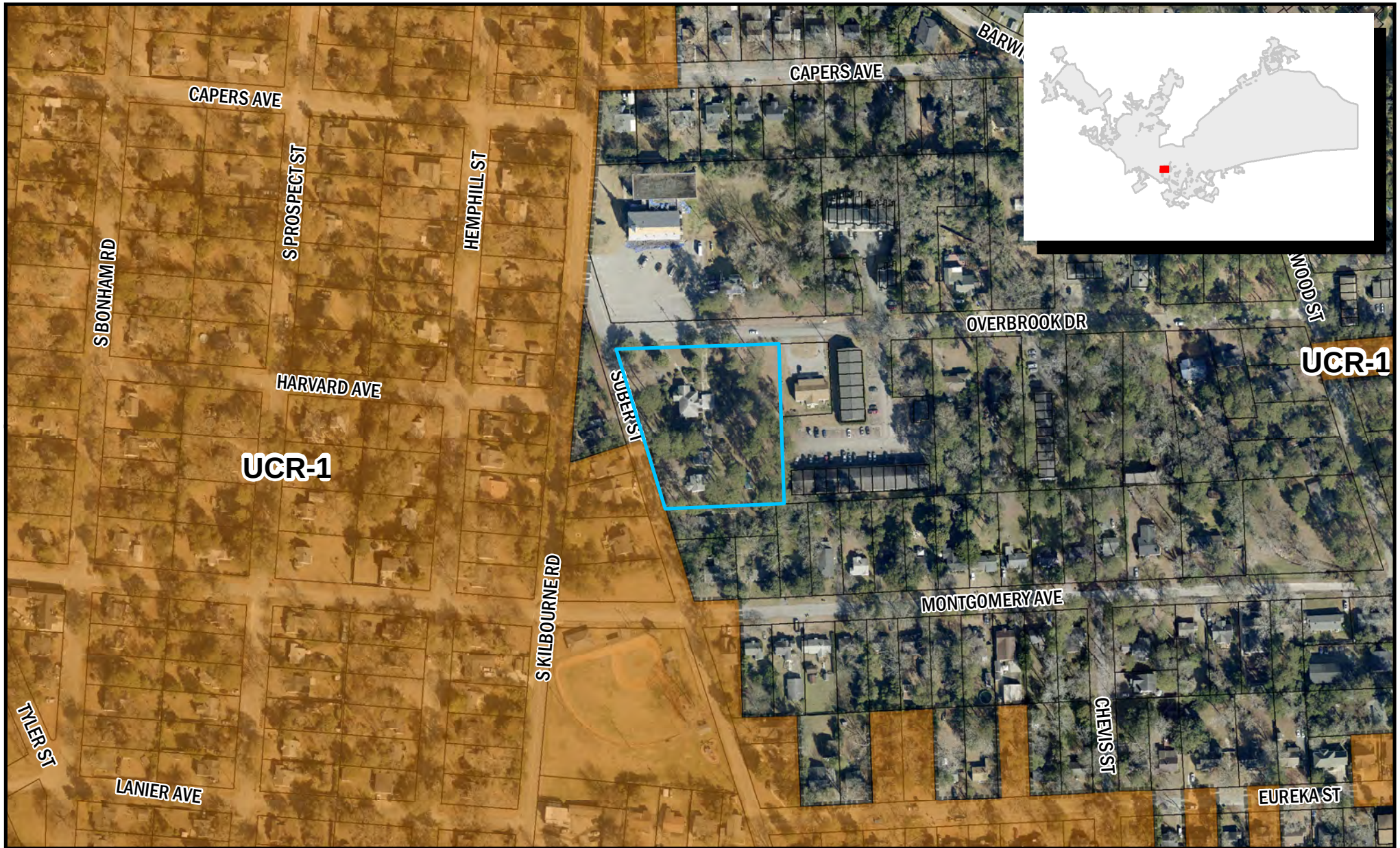
Staff recommends the annexation of the property and the assignment of an interim future land use classification of Urban Core Residential Small Lot (UCR-1) and interim zoning of Residential Mixed District (RM-2) at the time of annexation.



Future Land Use Map

3800 Overbrook Dr. and 616 Suber St., TMS# 13708-05-01;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

27.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/10/2022



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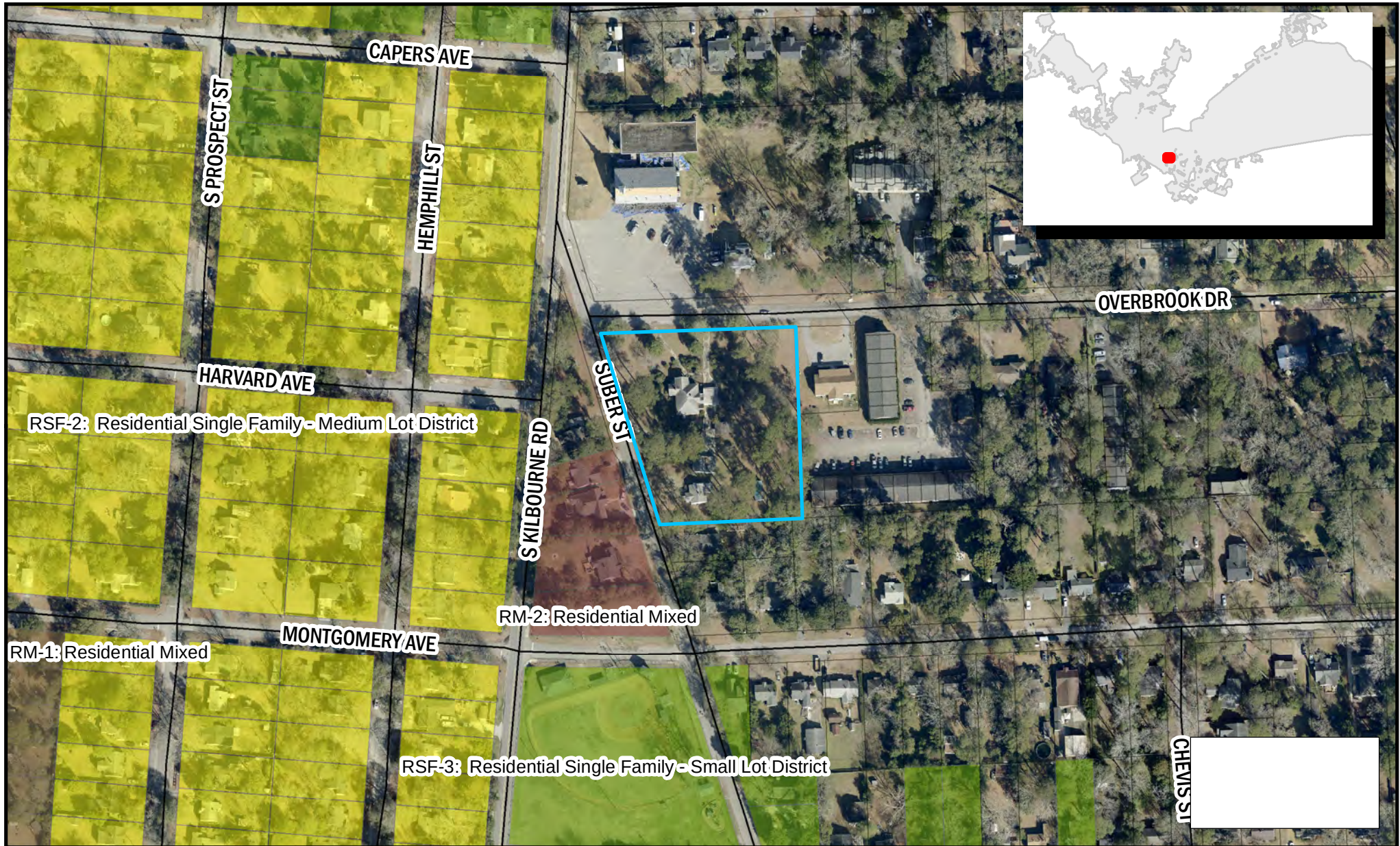
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

3800 Overbrook Dr. and 616 Suber St., TMS# 13708-05-27.a
Current Rich. Co. Zoning: RM-HD, Proposed City Zoning: RM-2



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/10/2022



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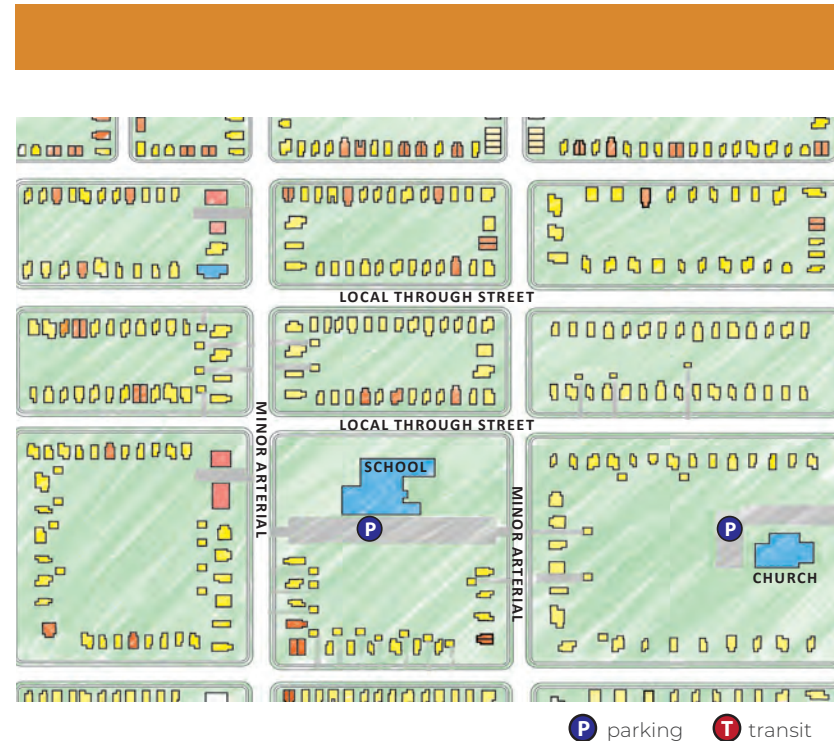
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be 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 a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(k) RM-2: Residential Mixed District****(1) Purpose**

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
1 Lot Width, min. (ft.)	75[1]/18[2]	40
2 Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	50	50

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.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-124

Annexing 3800 Overbrook Drive and 616 Suber Street, Richland County TMS# 13708-05-01

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina 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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Residential Mixed District (RM-2), apportioned to City Council District 3, Census Tract 26.05, contains 1.89 acres, and shall be assigned an interim land use classification of Urban Core Residential Small Lot (UCR-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-05-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

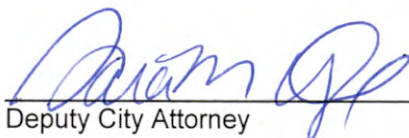
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2022-124
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, lying being and situate near the City of Columbia, in the County of Richland, State of South Carolina, located at the southeastern corner of Overbrook Drive and Suber Street, the same being designated as a 1.89 acre parcel, as shown on that certain plat prepared for Bowers Property Management, LLC, dated September 2, 2020, prepared by Cox and Dinkins, Inc., and recorded at the Richland County ROD at Book 2542 Page 2537. The same being bounded and measuring as follows: beginning at an iron (2" Pipe) at the corner of Overbrook Drive and Suber Street and running along Overbrook Drive, N 82° 55' 32" E for a distance 307.31 feet to an iron (1" Pipe) thence turning and running along property now or formerly of Housing Authority of City of Columbia, SC, S 6° 27' 20" E for a distance of 138.45 feet to an iron (3/4" pinch top), thence continuing along property now or formerly of Concord Oak Horizontal Property Regime S 6° 28' 47" E for a distance of 167.89 feet to an iron (3/4" pipe), thence turning and running along property now or formerly of Melissa Joleen Deas, S 80° 28' 02" W for a distance of 18.02 feet to an iron (3/4" pipe) thence continuing along property now or formerly of John G. Crutchfield, Jr., S 82° 35' 43" W for a distance of 209.00 feet to an iron (3/4" pinch top), thence turning and running along Suber Street, N 21° 06' 36" W for a distance of 317.79 feet to an iron (2" Pipe), being the point of beginning. Reference being made to said plat for a complete description. All measurements being a little more

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM FUTURE LAND USE MAP
AMENDMENT AND INTERIM ZONING MAP
AMENDMENT for 1921 Pineview Drive; TMS#1910006-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2022-125 - Annexing 1921 Pineview Drive, Richland County TMS# 19100-06-12

Annexing 1921 Pineview Drive, Richland County TMS# 19100-06-12

Council District: 3

Proposal: Request to annex the property and assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of General Commercial District (GC) with a pending annexation. The property is currently classified as Neighborhood (Medium Density) in a Neighborhood Activity Center and zoned M-1 by Richland County.

Applicant: SAFE Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2022-0028_Pineview1921_ZPH (PDF)
- **#b:** 2022-125 - Annex 1921 Pineview Drive (PDF)



CITY COUNCIL

December 6, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 1921 Pineview Drive; TMS# 19100-06-12

Council District: 3

Proposal: Request to annex the property and assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of General Commercial District (GC) with a pending annexation. The property is currently classified as Neighborhood (Medium Density) in a Neighborhood Activity Center and zoned M-1 by Richland County.

Applicant: SAFE Federal Credit Union

Staff Recommendation: Approval

Annexation

PC Recommendation: 11/10/2022; Approval (7-0)

First Reading: 12/06/2022; Pending

Second Reading: 12/20/2022; Pending

ZMA, FLU Confirmation

PC Recommendation: 01/12/2023; Pending

1st Reading: 02/21/2023; Pending

2nd Reading: 03/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 3.59 acres

Current Use: Undeveloped

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current County Land Use Classification: Neighborhood (Medium Density) in a Neighborhood Activity Center

Proposed Interim City Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current County Zoning: Light Industrial (M-1)

Proposed Interim City Zoning: General Commercial District (GC)

Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 branch banking location would be **approximately \$3,400 per year**, based on calls to similar properties nearby and 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 sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

This will be a new customer for Columbia Water, 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 located within a Primary area as designated in the Urban Service Area plan. The property is proposed for development as a branch banking location. The estimated real estate tax revenue generated for the City would be **approximately \$5,600 per year**, based on the estimated taxable value of this property.

* 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

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Community Activity Center (UEAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) in a Neighborhood Activity Center by Richland County.

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium
- Flex Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is not located within the study area of an area, neighborhood, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Development District (PD) to the West. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North and GC to the East and South.

The proposed City of Columbia zoning district is General Commercial District (GC).

General Commercial District (GC)

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers. Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

STAFF RECOMMENDATION

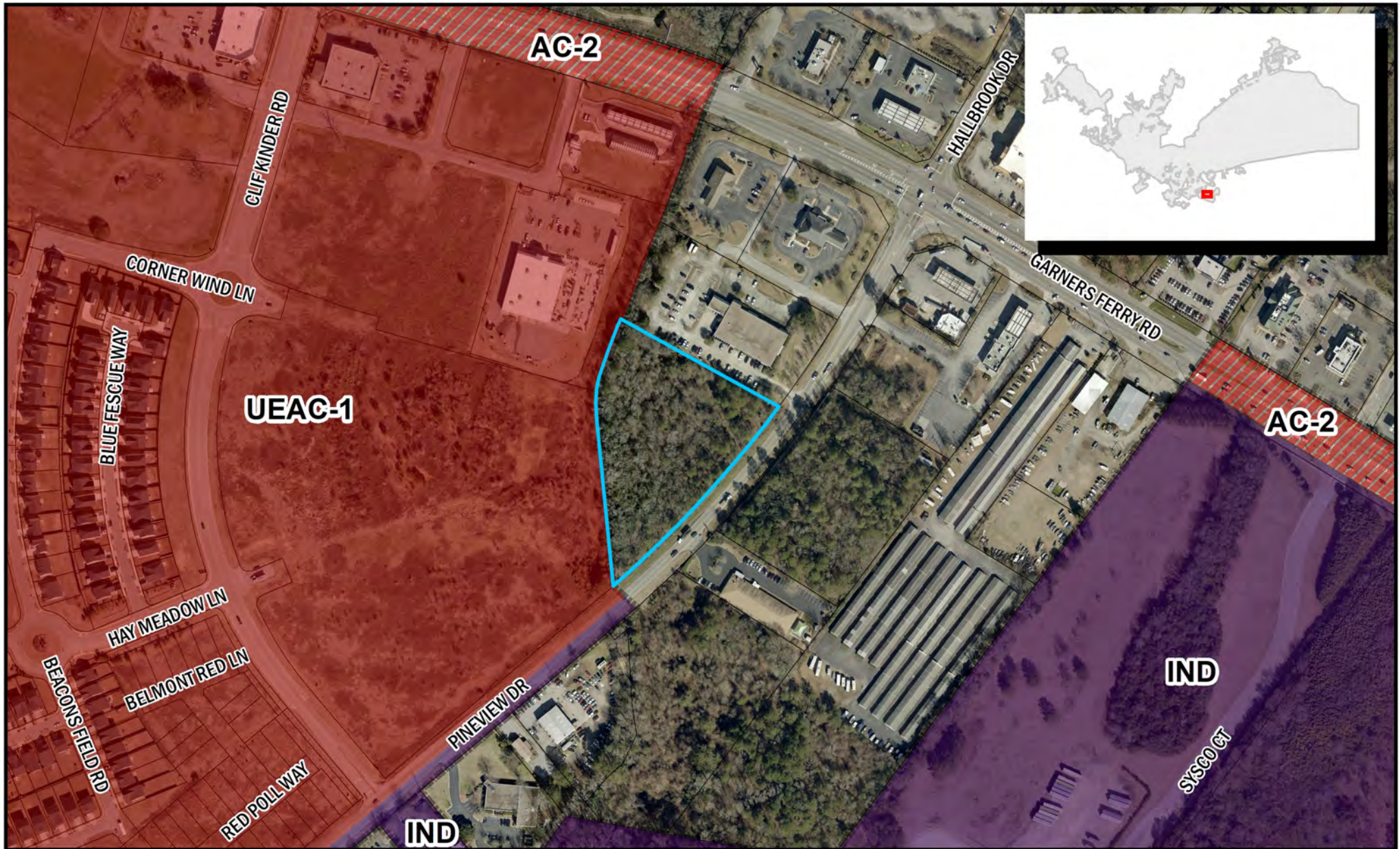
Staff recommends the annexation of the property and the assignment of an interim future land use classification of Urban Edge Community Activity Center (UEAC-1) and interim zoning of General Commercial District (GC) at the time of annexation.



Future Land Use Map

1921 Pineview Drive, TMS# 19100-06-12;
Current Rich. Co. FLU: Neighborhood (Medium Density) in a Neighborhood Activit
Proposed City FLU: UEAC-1

28.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2022



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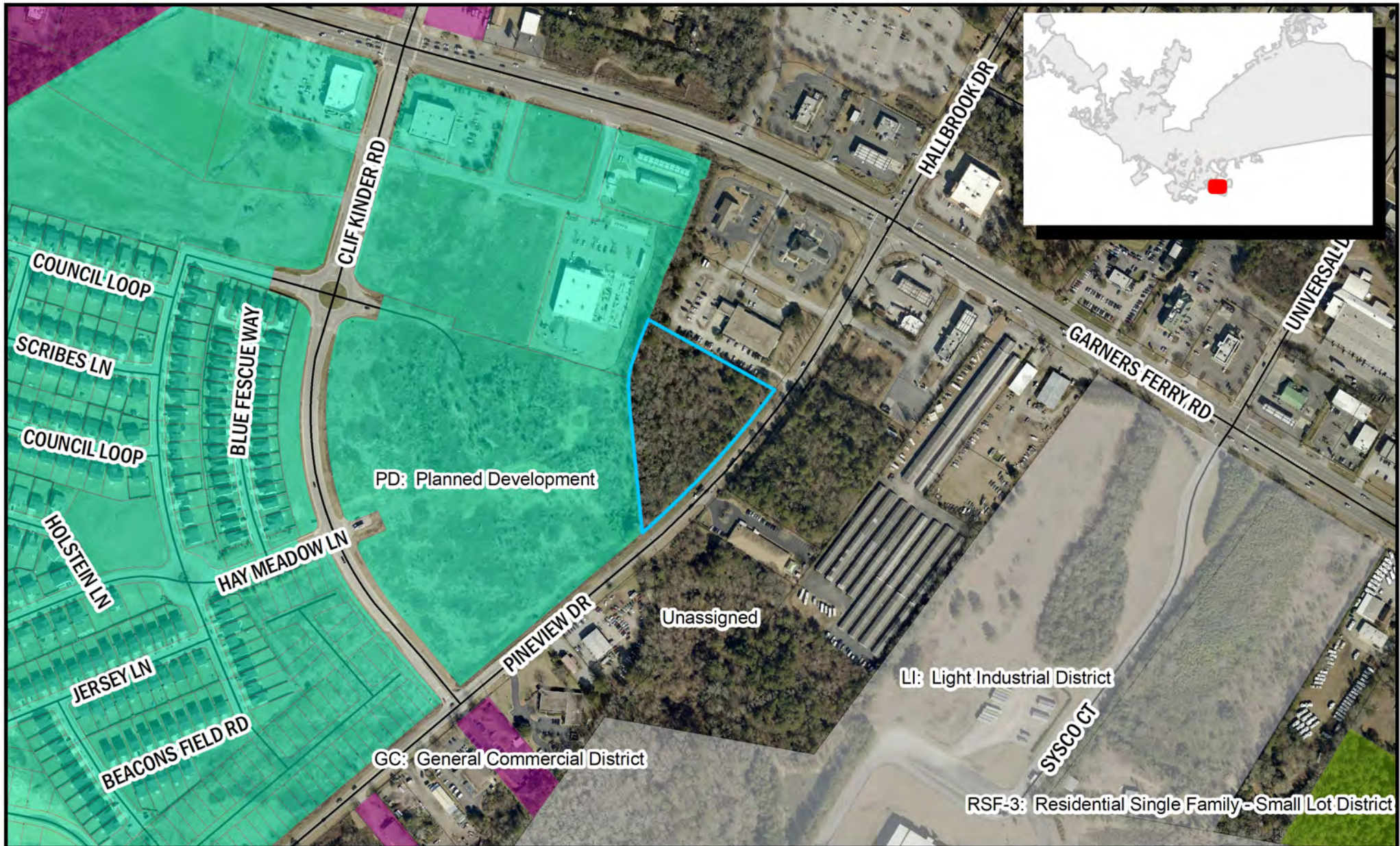
Packet Pg. 426

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1921 Pineview Drive, TMS# 19100-06-12,
Current Rich. Co. Zoning: M-1, Proposed City Zoning: GC

28.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2022



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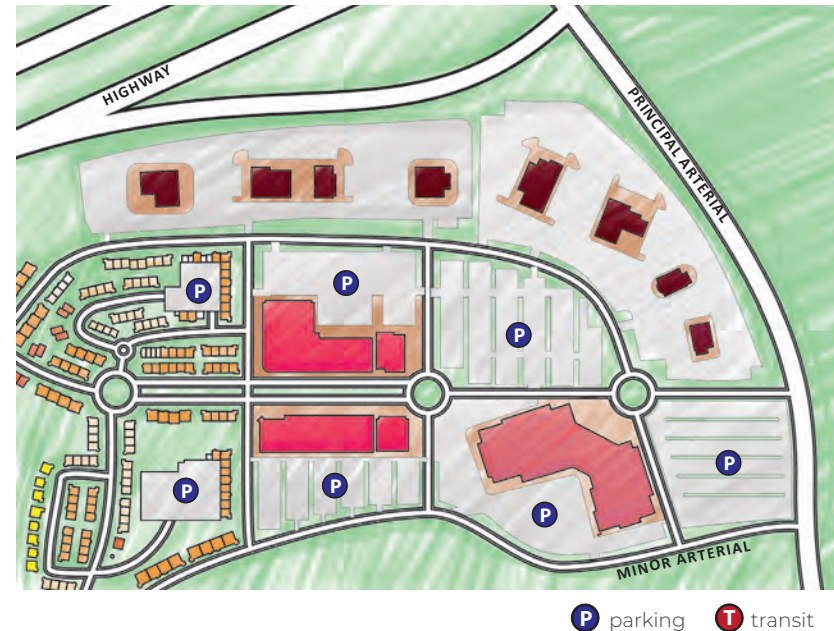
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.



- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(j) GC: General Commercial District****(j) GC: General Commercial District****(1) Purpose**

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

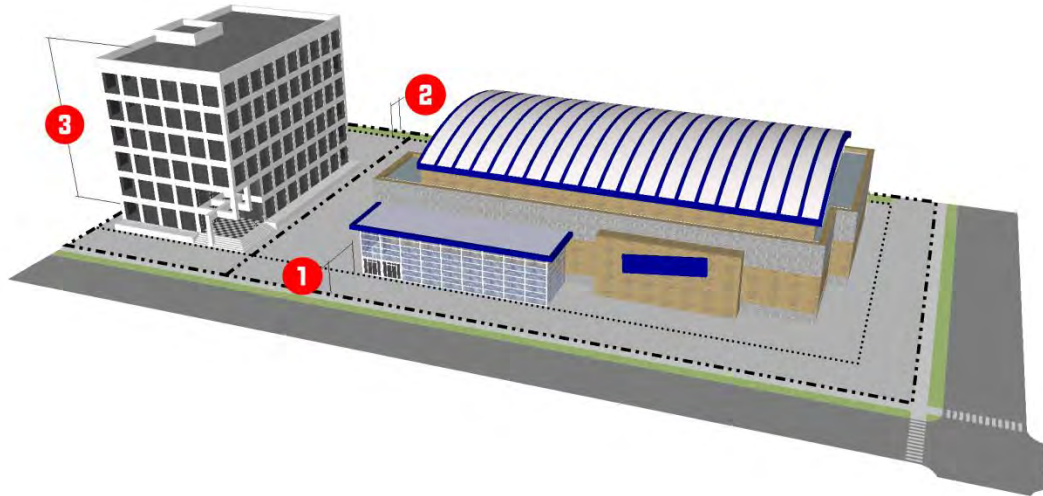
(3) Intensity and Dimensional Standards

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
1 Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
2 Rear Yard Setback, min. (ft.)	10
3 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts**

(j) GC: General Commercial District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-125*Annexing 1921 Pineview Drive, Richland County TMS# 19100-06-12*

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (GC), apportioned to City Council District 3, Census Tract 116.07, contains 3.59 acres, and shall be assigned an interim land use classification of Urban Edge Community Activity Center (UEAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19100-06-12

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 _____

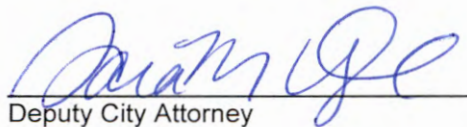
Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-125
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in County of Richland, South Carolina, being shown and designated as LOT 4, 3.59 acres, on a plat prepared for SAFE Federal Credit Union by Cox and Dinkins, Inc., dated February 13, 2006, and recorded in the Office of the Register of Deeds for Richland County in Record Book 1168, page 1547, said plat is incorporated herein by reference, and reference to which is craved for a more complete and accurate description.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-094 - Authorizing the City Manager to execute an Intergovernmental Agreement Relating to a Regional Gateways Project between Richland County, Lexington County, City of Columbia and Central Midlands Council of Governments

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-094 IGA for Regional Gateways Project (PDF)
- **#b:** APPROVED - 22014363 - 221004 Revised IGA (Accepted Changes) (PDF)

RESOLUTION NO.: R-2022-094

Authorizing the City Manager to execute an Intergovernmental Agreement Relating to a Regional Gateways Project between Richland County, Lexington County, City of Columbia and Central Midlands Council of Governments

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022, that the City Manager is authorized to execute the attached Intergovernmental Agreement for a Regional Gateways Project between Richland County, Lexington County, City of Columbia and Central Midlands Council of Governments, or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

INTERGOVERNMENTAL AGREEMENT
FOR
REGIONAL GATEWAYS PROJECT

The AGREEMENT, made the _____ day of _____, 20____, by and among the following units of local government: Richland County, Lexington County, City of Columbia, and Central Midlands Council of Governments.

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out the Regional Gateways Project, hereinafter referred to as the PROJECT, the purpose of which is to beautify key regional gateways with unified landscaping and signage, within a ten-mile radius of the South Carolina State House;

WHEREAS, the local government parties to this Agreement desire to engage Central Midlands Council of Governments (CMCOG) to assist with managing the project;

WHEREAS, the parties to this Agreement desire to clearly define each parties' roles, responsibilities, and expectations necessary to successfully implement the project;

NOW, THEREFORE, in consideration of the representations set forth herein, the parties hereby mutually agree as follows:

- 1. Project Definition.** The purpose of the PROJECT is to beautify key regional gateways with unified landscaping and signage in highly trafficked areas within a ten-mile radius of the South Carolina Statehouse. The PROJECT will consist of both construction and ongoing maintenance of the selected project sites.

- a. **Project Sites.** The PROJECT will include the construction and ongoing maintenance of the initial eight (8) regional gateway sites, listed in no particular order: Airport Boulevard Gateway: One-mile stretch beginning at I-26 & S.C. 302 continuing to the Airport Expressway; Fort Jackson Gateway: I-77 & Forest Drive; Lexington Gateway: I-20 & U.S. 1; Harbison Gateway: I-26 & Harbison Boulevard; Downtown Connector Gateway: I-20 & S.C. 277; I-20 & I-26; I-20 & I-77; I-77 & I-26.
- b. **Project Implementation.** The Airport Boulevard Gateway will be the first site to be beautified. The Fort Jackson Gateway will be the second site to be beautified. The order of implementation of the remaining sites will be determined by funding and a project advisory committee as defined in Section 2(a). The order of implementation of the remaining projects shall not otherwise be explicitly defined by this Agreement.
- c. **Funding Obligation.** Each site must be fully funded for both construction and ongoing maintenance for no less than the term required by the SCDOT encroachment permit, before it will be bid for construction. The local government where a specific project is located will be responsible for executing the required SCDOT encroachment permit for that project. All parties duly understand, in the event this agreement is terminated, per SCDOT policy all ongoing maintenance responsibilities for completed projects will revert to the jurisdiction holding the associated encroachment permit.
- d. **Additional Sites.** After the eight (8) sites listed above are implemented and duly funded for both beautification and ongoing maintenance, the parties to this agreement may choose to construct and maintain additional sites by amending this Agreement with the written consent of all parties.
- e. **Additional Partners.** The City of Cayce, the City of West Columbia, the City of Forest Acres, the Town of Springdale, the Town of Irmo, and the Town of Lexington, are considered by the parties of this agreement to be additional partners for the PROJECT, and all have committed funding for ongoing maintenance of the PROJECT as outlined in Section 4(b), by entering into a separate Memorandum of Understanding (MOU) with CMCOG. At any time, the parties to this agreement may choose to invite additional local government partners to participate in the PROJECT by entering into this agreement or entering into a separate MOU

with CMCOG, so long as they accept all the terms and conditions, including the required cost share commitment for ongoing maintenance.

2. Advisory Committees - Duties and Obligations. Each unit of local government party to this Agreement shall, in coordination and collaboration with CMCOG, assign representatives to each of the following advisory committees to assist in the performance of the identified responsibilities. Each unit of local government agrees to designate and ensure the participation of such representatives for no less than the term of this agreement. If a designated representative is no longer able or willing to participate, the unit of local government will promptly designate a new representative. Each unit of local government may also designate an alternate for each primary designee, who may serve on the relevant committee with full voting rights in their absence.

a. **Project Steering Advisory Committee.** Each unit of local government party to this agreement will designate one elected official and/or administration staff to actively serve on a Project Steering Advisory Committee (PSAC) that will be responsible for overseeing the general direction and scope of the PROJECT. The PSAC may include other stakeholders not party to this agreement, to include one representative from the Midlands Business Leadership Group (MBLG).

- The PSAC will be responsible for ensuring adequate funding for construction and maintenance, coordinating stakeholder outreach, determining implementation priorities, and other services as needed.
- The PSAC shall delegate all procurement actions to CMCOG.
- The PSAC shall select the order of implementation for the projects and designate when the implementation process will begin.
- The PSAC shall not participate in the procurement process.
- The PSAC will authorize CMCOG to negotiate a contract with the selected contractor for each project.
- The PSAC will meet no less than bi-annually to receive updates on the progress of the overall program.

b. **Procurement Advisory Committee.** Each unit of local government party to this agreement will designate one procurement staff member, or other staff member with knowledge and expertise of local government procurement practices, to actively serve on a Procurement

Advisory Committee (PAC) that will be responsible for assisting CMCOG with the implementation of the procurement process. Per this IGA, CMCOG will have the responsibility of procuring the projects identified in this agreement.

- The PAC will assist CMCOG in developing standardized procurement document templates and customizing these templates to address the unique requirements of each project.
- The PAC will assist CMCOG in the solicitation for each project. Each solicitation will be posted at a minimum in the South Carolina Business Opportunities. Other solicitation sources will be used as determined by the committee and CMCOG.
- The PAC will assist CMCOG in receiving and reviewing bid proposals/packets to determine responsiveness to the bid packet/request for qualifications and/or proposals.
- The PAC will assist CMCOG in releasing the intent to award notification to successful and unsuccessful proposers.
- The PAC will assist CMCOG in managing the appeals process and procedures.
- The PAC will assist CMCOG in the development of contract materials to negotiate and execute a contract with the selected consultant.
- Other duties may be assigned to the PAC as determined and requested by CMCOG.

c. **Technical Advisory Committee.** Each unit of local government party to this agreement will designate one staff member to actively serve on a Technical Advisory Committee (TAC) that will be responsible for assisting CMCOG with the implementation of the procurement, project selection, and technical assessment process for each project. The designated staff member must have demonstrated technical expertise in one or more of the following areas: civil engineering, public works, landscape design, and/or construction management. Per this IGA, CMCOG will have the responsibility for administrative management for the projects identified in this agreement.

- The TAC will assist CMCOG in the development of technical specifications, bid forms, and selection criteria that will be included in solicitation documents.
- The TAC will assist CMCOG in the development of an independent cost estimate (cost/price analysis) for each project. If the TAC is unable to perform this service, then CMCOG will include these services as part of their procurement responsibilities.
- The TAC will receive bid documents from CMCOG that have been reviewed and approved by the PAC.

- The TAC will assist CMCOG in review of the technical specifications of the bid proposals for accuracy.
 - The TAC will assist CMCOG with the evaluation and scoring of the bid proposals as part of the procurement process.
 - The TAC will assist CMCOG with participating in pre-bid and pre-construction conferences.
 - The TAC will assist CMCOG in reviewing and approving design and construction plans, as well as developing construction bid specifications.
 - For each project, the TAC shall designate a site manager for that specific project. The site manager will serve as the primary point of contact and technical liaison to CMCOG.
 - Other duties may be assigned to the TAC as determined and requested by CMCOG.
- d. **Contract Management Advisory Committee.** Each unit of local government party to this agreement will designate one staff member to actively serve on a Contract Management Advisory Committee (CMAC) that will be responsible for assisting CMCOG with the day-to-day management of the contractor and implementation of the overall contract. Once a contract has been executed with the selected contractor, the TAC shall service in the capacity as the Contract Management Advisory Committee. Per this IGA, CMCOG will have the responsibility for managing the implementation of the projects identified in this agreement.
- The CMAC will assist CMCOG in managing the day-to-day activities associated with project implementation.
 - For each project, the CMAC shall designate a site manager for that specific project. The site manager will serve as the primary point of contact and technical liaison to CMCOG.
 - The site manager will be empowered to make day-to-day decisions, in coordination with CMCOG, to ensure continuous project implementation.
 - The site manager will receive and approve no cost or minor change order requests in coordination with CMCOG. Major change order requests shall be approved by the CMAC and/or the PSAC depending on the nature of the request. The CMAC, in consultation with the PSAC, will establish a threshold for determining what constitutes a major or minor change order.
 - The site manager will review and approve contractor invoices before payment will be authorized and released for payment by CMCOG.

- The site manager will assist CMCOG with providing updates to the PSAC.
- The CMAC will assist CMCOG in assessing the maintenance needs (report) for each project on an annual basis.
- The CMAC will assist CMCOG to ensure that maintenance and upkeep are completed at a satisfactory level.
- The CMAC and CMCOG will coordinate with SCDOT to ensure all construction and maintenance activities are in compliance with SCDOT standards.
- Other duties may be assigned to the CMAC as determined and requested by CMCOG.

3. **Central Midlands Council of Governments Duties and Obligations.** Central Midlands Council of Governments (CMCOG) shall act as the project manager for coordinating the PROJECT on behalf of the other parties to this agreement. As project manager, CMCOG shall be responsible for the following:

a. **Procurement**

- CMCOG will manage the procurement of construction and maintenance services for the PROJECT.
- CMCOG will determine the procurement process, which is intended to be uniform for each project included in the PROJECT.
- CMCOG procurement responsibilities will include developing and soliciting RFQs/RFPs, facilitating advisory committee meetings for the purpose of developing bid specifications, and evaluating proposals, and coordinating the contract award and appeals process.
- If procurement services for independent cost are performed, vendor and/or contractors who provide independent cost estimates will be unable to participate in the procurement of construction and/or maintenance services.
- CMCOG procurement actions will be consistent with the CMCOG procurement policy and may accommodate specific provisions of applicable local government procurement policies when mutually agreed upon by the other parties to the agreement. CMCOG shall reserve the right to reject such provisions if they conflict with CMCOG's procurement policy or other directives that may impact the development of the project.
- CMCOG will develop all RFPs with consistent selection criteria.

- CMCOG will ensure a competitive procurement process to the maximum extent possible. All parties to the Agreement will adhere to CMCOG's procurement process and will support CMCOG in ensuring maximum competition.
- Projects may be procured using a "design/build" method of project delivery.
- Other duties may be assigned as determined and requested by CMCOG.

b. Contract Administration. CMCOG will assist and facilitate the contract administration for all construction and maintenance contracts executed for the PROJECT.

- Construction and maintenance activities will be managed in coordination and collaboration with the PSAC, PAC, TAC, and CMAC.
- CMCOG will serve as the administrative agent for each unit of local government party to this agreement for construction services.
- CMCOG will serve as the administrative agent for each unit of local government party to this agreement for maintenance services.
- Local units of governments directly impacted by the performing project shall execute the agreement with the selected contractor and designate CMCOG as their administrative agent to perform administrative duties.

c. Financial Management. CMCOG will provide financial management services for the PROJECT to include receiving and holding donated funds, paying invoices, providing financial reports, and providing other general accounting services as needed.

- Funds for construction and maintenance will be accounted for separately.
- Donated construction funds will be held in a capital account that will remain in effect until such time as all construction activities are complete and all funds have been expended.
- Annual maintenance funds will be held in a separate account that will only be used to pay for ongoing maintenance costs, including repairs and replacements.
- Private donations and local government funds for this project may be accepted and held by the Central Midlands Development Corporation (CMDCC).

4. Project Funding/Cost Share. Each unit of local government party to this agreement will provide funding to support the construction and ongoing maintenance and administration of the PROJECT based on the following cost allocations:

a. Construction. Funding for construction will be provided on a site by site basis through a combination of local government contributions and private donations. Local government funding contributions for construction projects may be earmarked or dedicated for a specific project by the entity making the financial contribution. Each site must be fully funded for both construction and ongoing maintenance for no less than the term required by the SCDOT encroachment permit, before it will be bid for construction.

b. Maintenance. Funding for ongoing maintenance will be provided through annual contributions from each unit of local government party to this agreement and each unit of local government party to a separate MOU with CMCOG as described in Section 1(e). Funding commitments will be based on the following requirements:

- The cost share for each participating unit of local government will be based upon their percentage share of the IGA area's total population.
- Each county government's share will be based on their full county population less the population of any participating municipalities.
- The total annual maintenance cost for each project, from which the pro rata shares will be calculated, will include a repair and replacement contingency fee reflecting 10% of the original construction contract price.
- CMCOG will invoice local governments for their annual contribution after the start of each fiscal year.
- Maintenance costs will be reassessed on an annual basis.
- If a local government declines to participate, then the pro rata share for the remaining jurisdictions will be re-assessed.

c. Administration. Funding for project administration by CMCOG will be included in the construction and maintenance budgets for each site project and will be paid for from the construction and maintenance allocations described above. CMCOG will be paid a lump sum construction administration fee not to exceed 10% of the total cost of construction for the first project, the Airport Blvd./Hwy 302 Gateway. CMCOG will use these initial

administrative fees to cover the costs of CMCOG services across multiple projects. CMCOG will provide regular updates to the PSAC on the use of these funds. Additional administrative fees shall be negotiated with the PSAC as needed after the second, fourth, and sixth projects. CMCOG will use this administrative fee to address the project administration and services outlined in the Agreement, to include procurement management and administration, contract administration, fiscal sponsorship/financial management, and project coordination and support. CMCOG reserves the right to use these funds to secure any deficiencies in addressing the needs of the overall PROJECT.

5. **Pursuit of Federal Funds.** If the PSAC decides to pursue federal or state funding for any phase of the PROJECT, the parties agree to work with CMCOG to evaluate and ensure eligibility and compliance with all applicable laws and regulations.
6. **Non-Appropriation.** If the parties to this agreement fail to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the parties.
7. **Term and Termination.** This Agreement shall commence upon execution by all parties and shall remain in full force and effect until such time as the PSAC agrees to present a request for termination to each of their respective councils, and each respective council approves such termination. This agreement shall not be terminated as long as a contract, grant, or other mutual obligation is in effect, in which case the Agreement will remain in full force until all such mutual obligations are satisfied. Upon such termination, all maintenance responsibilities for completed projects will revert to the jurisdiction holding the associated encroachment permit.
8. **Amendments.** This Agreement may be amended at any time with the written consent of all parties.
9. **Insurance.** Each party shall maintain insurance, whether commercial or self-funded, in amounts sufficient to fulfill its obligations and potential liabilities under this Agreement, but in no event shall such amounts be less than the limits of claims arising under the South Carolina Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR RICHLAND COUNTY

By: _____
(Signature)

Position: _____
(Chief Elected or Administrative official)

FOR LEXINGTON COUNTY

By: _____
(Signature)

Position: _____
(Chief Elected or Administrative official)

FOR CITY OF COLUMBIA

By: _____
(Signature)

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/20/2022

Position: _____
(Chief Elected or Administrative official)

FOR CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

By: _____
(Signature)

Position: _____
(Chief Elected or Administrative official)



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-097 - The City of Columbia Adopts the Following Resolution in Support of Requesting the South Carolina Legislature to Enact a Statute to Require Security Cameras at the Entrances and Exits of Nursing Homes, Residential Care Facilities and Assisted Living Centers

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Public Safety Committee Recommendation: 11/15/2022; refer to City Council for consideration.

ATTACHMENTS:

- **#a:** R_2022_097_Resolution_Supporting_Security_Cameras (PDF)

HISTORY:

11/15/22

Public Safety Committee REFER TO CITY COUNCIL

Councilor Duvall said we are going to send this resolution to City Council for action. This is a result of a person's mother walking away from a nursing home. The Central Midlands Council of Governments asked governmental agencies to pass resolutions in support of this. Lexington County, the city of Lexington and Richland County have passed this resolution.

Councilor Taylor said I will recuse myself from the discussion because I have ownership positions in some assisted living facilities.

Councilor Herbert said I will recuse myself due to litigations with some of the facilities.

RESOLUTION NO.: R-2022-097

THE CITY OF COLUMBIA ADOPTS THE FOLLOWING RESOLUTION IN SUPPORT OF REQUESTING THE SOUTH CAROLINA LEGISLATURE TO ENACT A STATUTE TO REQUIRE SECURITY CAMERAS AT THE ENTRANCES AND EXITS OF NURSING HOMES, RESIDENTIAL CARE FACILITIES AND ASSISTED LIVING CENTERS

WHEREAS, the safety and security of the state's senior population is the focal point of nursing homes, residential care facilities and assisted living centers in communities statewide; and

WHEREAS, the well-being of the senior residents at the aforementioned facilities should be monitored and regulated with the latest technology available; and

WHEREAS, the usage of security cameras around such facilities can provide crucial information regarding the safety and security of senior citizens and the type of care they receive by a facility's staff, other residents and visitors; and

WHEREAS, monitored security footage could assist in locating a senior citizen who has ventured outside of the eyesight of the facility's staff and other residents, especially during a time of emergency; and

WHEREAS, other states in our nation have implemented strategies to utilize security cameras to protect the integrity of senior-living facilities and have created policies for the monitoring of such security systems; and NOW THEREFORE,

BE IT RESOLVED that by the Mayor and Council this _____ day of _____, 2022, by this Resolution, do hereby request that the South Carolina Legislature enact a statute and/or a regulation requiring security cameras to be placed and monitored at the entrances and exits of all nursing homes, residential care facilities and assisted living centers.

Requested by:

Councilman Will Brennan _____

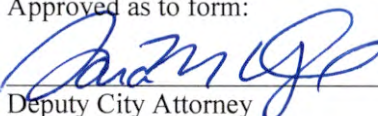
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-098 - Authorizing the City Manager and Fire Chief to execute Mutual Aid Agreement for Fire Protection between McEntire Joint National Guard Base and the City of Columbia

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-098 - Authorizing Mutual Aid re McEntire and CFD (PDF)
- **#b:** McEntire CFD Mutual Aid Agreement Approved as to Form JMP 11-17-2022 (PDF)

RESOLUTION NO.: R-2022-098

Authorizing the City Manager and Fire Chief to execute Mutual Aid Agreement for Fire Protection between McEntire Joint National Guard Base and the City of Columbia

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022, that the City Manager and the Fire Chief are authorized to execute the attached Mutual Aid Agreement for Fire Protection, or on a form approved by the City Attorney between the City of Columbia and McEntire Joint National Guard Base.

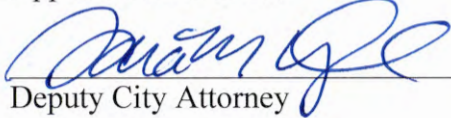
Requested by:

Chief Jenkins _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”), is made and entered into as of the date of the last party’s signature to this Agreement, between the Secretary of the Air Force (the “Air Force”) (acting by and through the Commander, 169th Fighter Wing, McEntire Joint National Guard Base (“JNGB”) pursuant to the authority of 42 U.S.C. § 1856a) and the City of Columbia and its Fire Department (the “City of Columbia Fire Department”). Together the Air Force and City of Columbia Fire Department are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856, the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the McEntire Fire Department by a representative of the City of Columbia Fire Department, fire protection equipment and personnel of the McEntire Fire Department will be dispatched to any point within the area for which the City of Columbia Fire Department normally provides fire protection services, as designated by the representatives of the City of Columbia Fire Department.
- d. On request to a representative of the City of Columbia Fire Department by a representative of the McEntire Fire Department, fire protection equipment and personnel of the City of Columbia Fire Department will be dispatched to any point within the jurisdiction of McEntire Fire Department, as designated by the representative of the McEntire Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, while specifying the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and the number of personnel to be furnished shall be determined by the responding organization. The requesting organization shall ensure access to the site for the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and/or personnel are to be dispatched, and shall be subject to the orders of that official.

(3) The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) HAZMAT incident response shall include the response to, and control and containment of any release or suspected release of any material known or suspected to be hazardous. Where the properties of a released material are not known, it shall be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT shall be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Columbia Fire Department normally provides fire protection services, the chief of the McEntire fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for McEntire fire department to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), the City of Columbia Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by City of Columbia Fire Department in carrying out this Agreement shall, at the time of action hereunder, be owned by it; and all personnel acting for City of Columbia Fire Department under this Agreement shall, at the time of such action, be an employee or volunteer member of City of Columbia.

j. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes Parties to Negotiate. If a dispute should arise under or related to this Agreement, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into

consideration the factors enumerated in 5 U.S.C. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Air Force's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Columbia Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

McEntire Joint National Guard Base
c/o Commander, 169th Fighter Wing
1325 South Carolina Rd. Stop 1
Eastover, SC 29044

And: Department of the Air Force
c/o The AF Fire Chief
Air Force Civil Engineer Center/CXF
139 Barnes Dr., Suite 1
Tyndall AFB FL 32403-5319

And: McEntire Joint National Guard Base
c/o Fire Chief
1325 South Carolina Rd. Stop 36
Eastover, SC 29044

For the City of Columbia:

City of Columbia Fire Department
Attn: Fire Chief
1800 Laurel St.
Columbia, SC 29201

And: City Manager, City of Columbia
PO Box 147
Columbia, SC 29217

And: City Attorney, City of Columbia
Post Office Box 667
Columbia, SC 29202

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FOR: MCENTIRE JNGB:

Date: _____
QUAID H. QUADRI, Col., SCANG
Commander, 169th Fighter Wing

Date: _____
WALTER C. HUMMEL, Col.
SCANG Commander, 169th MSG

Date: _____
GARETH D. FLEISCHER, Lt. Col., SCANG
Base Civil Engineer, 169th CES

Date: _____
MICKEY J. JACKSON, GS-12, SCANG
Fire Chief, 169th CES/CEF

FOR: CITY OF COLUMBIA, SOUTH CAROLINA:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

11-17-2022

Date: _____
TERESA WILSON
City Manager, City of Columbia

Date: _____
AUBREY JENKINS
Fire Chief, City of Columbia



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-112 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-112 - Amending Code, Chapter 5, Sec. 5-51 (PDF)
- **#b:** 2021 Code Adoption Memo (PDF)

ORDINANCE NO.: 2022-112

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 2,
Building Code, Sec. 5-51, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-51. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Building Code 2018 **2021** edition, as modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Code referenced herein is Section 103 in its entirety, and its subsections (enumerated as 103.1, 103.2 and 103.3), and 104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

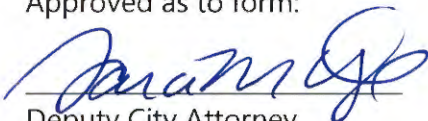
Krista Hampton; Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:

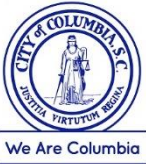

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



Memo

To: Members of Columbia City Council
From: Krista Hampton, Director of Planning and Development Services
 Todd Beiers, Building Official
 Brandon Burnette, Development Center Administrator
Date: November 28, 2022
CC: Teresa Wilson, City Manager
 Missy Gentry, Assistant City Manager - Development
RE: Building Codes in Effect for South Carolina and Columbia as of January 1, 2023

Council is asked to approve ordinances to adopt the most recent mandated building codes. Every municipality and county in South Carolina must enforce the mandatory building codes referenced in Section 6-9-50 of the South Carolina Code of Laws, 1976 as Amended (SC Code), after they are reviewed and adopted by the Building Codes Council (Council). Municipalities and counties are restricted from writing or publishing any other building code, in whole or in part or adopting and enforcing building codes other than those referenced in Section 6- 9-50 of the SC Code.

Unless modified by Council, all chapters (except the Administrative Chapter) of all codes must be enforced in their entirety. The state recently updated the adopted codes to reflect the 2021 cycle, except for the Electric and the Energy Conservation Codes, which are 2020 and 2009 respectively.

Chapter 5 of City of Columbia Code of Ordinances further codifies the adoption of theses codes and this series of ordinances presented for Council's consideration will amend the code to reflect the new cycle as adopted by the state. The South Carolina Codes Council only permits modifications to the codes as they relate to the qualification, appointment, duties, and removal of the Building Official (Administrative Chapter). The ordinances proposed for Council consideration exclude this section and instead we employ City policies and procedures for such matters.

Municipalities also may adopt certain codes which are not mandated but are considered permissive. This includes the Property Maintenance Code, of which the 2021 edition is submitted for your approval with standard modifications.

Some of the most notable changes within the recently adopted codes are the following:

Commerical

- (1) Type IV construction will go from one to four categories, allowing for greater heights of buildings.
- (2) Shipping containers will be added to the Code for those that wish to utilize them for occupied space.
- (3) Puzzle rooms and gaming rooms will be occupancy classes within the IBC.

Residential

- (1) Shipping containers will be added to the Code for those that wish to utilize them for occupied space.
- (2) Footing inspections are now required for all decks greater than 200 square feet in size and greater than 20 inches in height.
- (3) The South Carolina modification to the International Residential Code (IRC) adopted Appendix AQ for tiny houses.

Please see attached 2021 South Carolina Code adoption sheet from South Carolina Labor Licensing Regulation.



2021 South Carolina Code Adoptions

On October 6, 2021, the South Carolina Building Codes Council adopted the latest editions of the mandatory codes and appendices with modifications, as referenced in S.C. Code Ann. §6-9-50 (1976, as amended), to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as **January 1, 2023**.

The adopted modifications and the mandatory codes are as follows:

2021 South Carolina Building Code or the 2021 International Building Code with SC modifications
 2021 South Carolina Residential Code or the 2021 International Residential Code with SC modifications
 2021 South Carolina Fire Code or the 2021 International Fire Code with SC modifications
 2021 South Carolina Plumbing Code or the 2021 International Plumbing Code with SC modifications
 2021 South Carolina Mechanical Code or the 2021 International Mechanical Code with SC modifications
 2021 South Carolina Fuel Gas Code or the 2021 International Fuel Gas Code with SC modifications
 2020 National Electrical Code (NFPA 70) with SC modifications
 2009 International Energy Conservation Code ([Energy Standard Act](#))

Print and PDF download versions of the 2021 South Carolina codes are available for pre-order from the [ICC website](#).

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

Additional information can be found on the South Carolina Building Codes Council's [website](#).



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-113 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-113 - Amending Code, Chapter 5, Sec. 5-71 (PDF)

ORDINANCE NO.: 2022-113

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 3,
Gas Code, Sec. 5-71, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-71. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Fuel Gas Code, 2018 2021 edition as adopted and modified by amendment of the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, and 103.3 ~~and 103.4~~) and 104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

LEGAL DEPARTMENT DRAFT

Requested by:

Krista Hampton, Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-114 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-114- Amending Code, Chapter 5, Sec. 5-91 (PDF)

ORDINANCE NO.: 2022-114

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 4,
Plumbing Code, Sec. 5-91, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-91. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Plumbing Code, 2018 2021 edition, as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, and 103.3 and 103.4) and 104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

LEGAL DEPARTMENT DRAFT

Requested by:

Krista Hampton, Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-115 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-115 - Amending Code, Chapter 5, Sec. 5-111 (PDF)

ORDINANCE NO.: 2022-115

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 5,
Electric Code, Sec. 5-111, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to adopt the 2020 Edition of the National Electric Code (NFPA 70) published by the National Fire Protection Association (NFPA).

Sec. 5-111. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the National Electric Code (NFPA 70), 2017 ~~2017~~ **2020** edition, published by the National Fire Protection Association (NFPA), as adopted by the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the office of the city clerk and building official. ~~Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.~~

(b) In the event of any conflict between the provisions of the code adopted by this section and, state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Krista Hampton, Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-116 - Amending Code, Chapter 5, Sec. 5-131 (PDF)

ORDINANCE NO.: 2022-116

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 6,
Mechanical Code, Sec. 5-131, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-131. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Mechanical Code, ~~2018~~ 2021 edition as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, and 103.3 and 103.4) and 104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

LEGAL DEPARTMENT DRAFT

Requested by:

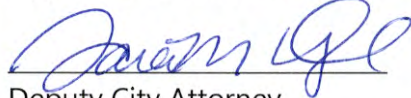
Krista Hampton, Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-117 - Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-117 - Amending Code, Chapter 5, Sec. 5-151 (PDF)

ORDINANCE NO.: 2022-117

Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2022, that the Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions, is amended as follows:

Sec. 5-151. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Property Maintenance Code 2018 2021 edition as published by the International Code Council Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the Property Maintenance Code is Section 103, and its subsections (enumerated as 103.1, 103.2, and 103.3, ~~103.4 and 103.5~~ and 105.7. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) Section ~~111.1~~ 107.2 of the 2018 2021 International Property Maintenance Code is amended to read as follows: ~~111.1 Application for appeal.~~ 107.2 Limitation of authority. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within ~~20~~ 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intention of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

(c) Section 302.4 of the 2018 2021 International Property Maintenance Code is amended to read as follows: 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of one foot on the average. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(d) Section 304.14 of the 2018 2021 International Property Maintenance Code is amended to read as follows: 304.14 Insect Screens. During the period from January 1st to December 31st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(e) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This Ordinance shall become effective upon second reading.

Requested by:

Krista Hampton, Director of Planning &
Development Services

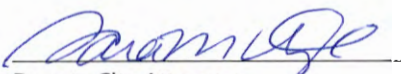
MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-118 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-118 - Amending Code, Chapter 5, Building and Technical Codes, Sec. 5-191 (PDF)

ORDINANCE NO.: 2022-118

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-191. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the 2018 2021 International Residential Code for One- and Two-Family Dwellings as adopted and modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Residential Code for One- and Two- Family Dwellings referenced herein are Sections R103 in its entirety and its subsections (enumerated as Sections R103.1, R103.2, and R103.3) and R104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

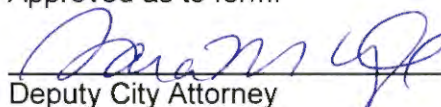
Krista Hampton, Director of Planning & Development Services

MAYOR

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-119 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-119 - Amending Code, Chapter 9 Fire Prevention and Protection, Sec. 9-61 (PDF)

ORDINANCE NO.: 2022-119

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption, is amended to read as follows:

Sec. 9-61. Adoption.

(a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2018 2021 Edition of the International Fire Code as adopted and modified by amendment of the South Carolina Building Code Council and published by the International Code Council, Inc., Section 103 and its subsections (enumerated as Sections 103.1, 103.2, and 103.3, 103.4 and 103.41) and 104.7 are expressly excluded from the Code of Ordinances of the City of Columbia.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling, unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Krista Hampton; Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Public Safety Committee Report for November 15, 2022 - The Honorable Howard E. Duvall, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** PSC_MN_11152022 (PDF)



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

CALL TO ORDER

The Columbia Public Safety Committee met on Tuesday, November 15, 2022 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Howard E. Duvall, Jr., Chair called the meeting to order at 1:12 p.m.

Attendee Name	Title	Status
Howard E. Duvall	Chair	Present
Tina N. Herbert	District I	Present
Joe E. Taylor	District IV	Present

COMMITTEE DISCUSSION

- Resolution No.: R-2022-097 - The City of Columbia Adopts the Following Resolution in Support of Requesting the South Carolina Legislature to Enact a Statute to Require Security Cameras at the Entrances and Exits of Nursing Homes, Residential Care Facilities and Assisted Living Centers

Councilor Duvall said we are going to send this resolution to City Council for action. This is a result of a person's mother walking away from a nursing home. The Central Midlands Council of Governments asked governmental agencies to pass resolutions in support of this. Lexington County, the city of Lexington and Richland County have passed this resolution.

Councilor Taylor said I will recuse myself from the discussion because I have ownership positions in some assisted living facilities.

Councilor Herbert said I will recuse myself due to litigations with some of the facilities.

- Increased Oversight of the Commercial Bail-Bond Industry

Councilor Duvall said Councilor Taylor asked us to take up the increased oversight of bail bond agencies in support of Governor McMaster's request to tighten up the bail bond industry and to give us better control over people getting out on bail. Judge Mangum is here to explain the authority of municipal judges for setting bail.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said state statute informs municipal court judges on the bonds we can set. We cannot set bonds on capital offenses or on a defendant who is already on bond for a violent crime. All other matters are within the purview of municipal court judges in terms of setting bonds for crimes that occur within the city of Columbia.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

The amount of the bond is not set by law. There is guidance in state statute in terms of what bonds are appropriate. For non-violent offenses, the presumption is a personal recognizance (PR) bond. The bond court judge is tasked with deciding whether the defendant is a flight risk or whether the defendant is a danger to the community. On a first violent crime, the municipal court judge has the option of setting or denying bond. The judge is required to set a bond on non-violent offenses.

Councilor Herbert asked if a person can have bond set in circuit court if bond is denied in Municipal Court.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said there is the opportunity to file a motion to reconsider bond. That would be heard at the circuit court.

Councilor Taylor asked if municipal court judges have the discretion to set cash bonds or PR bonds on non-violent offenses.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said the presumption from state statute is to set a PR bond absent the finding that the defendant is a flight risk or a danger to the community. This determination is case specific. Section 16-1-60 defines violent crimes.

Councilor Taylor asked if we tend to do a PR bond or a cash bond on second offenses. How many are cash bonds? How many are PR bonds? In looking at our accounting, are forfeitures a forfeiture of bond for not showing up for court?

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said a forfeiture would be somebody that pays without contesting the charge.

Councilor Taylor asked how many people are set with misdemeanor PR bonds that don't show back up for their court date.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said by statute and court procedure, a bench warrant is issued when someone fails to appear for court after being issued a bond.

Councilor Taylor inquired about the typical bond levels in Municipal Court.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said it depends on the fine amount. We have fines as low as \$252.50 and up to over \$5,000.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Councilor Herbert said the bond would be compatible with the fine.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said bails bondmen get involved with surety bonds and that is the primary bond used in Municipal Court.

Councilor Taylor asked what happens to the bond when a defendant fails to appear.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said there is a procedure in Circuit Court for those bonds to be estreated through the Solicitor's Office. The city doesn't have a procedure for bond estreatment. I have contacted Court Administration to see if there is a better way for us to estreat bonds. Estreatment would hold the bondsman accountable when a defendant fails to appear on a city level charge. Municipal Court won't have jurisdiction if estreatment is a civil action.

Councilor Herbert asked if loitering would be something you can give a PR bond on.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said if someone appeared before me on a loitering charge without prior history, it is likely that the person would get a PR bond.

Councilor Taylor asked how the bond process works.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court invited the councilmembers to visit bond court. When we set bonds, there is a judge, a clerk, and the defendants in court. The judge is the only person making that decision based on the information that is before them. The arresting officer is there sometimes.

Councilor Herbert asked if Judge Mangum feels she has enough information to set an appropriate bond.

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said every judge would like as much information as possible. We are making hard decisions sometimes with very limited information.

Councilor Taylor asked if there is anything the city needs to look at in terms of bonding, bail bondsmen and making our city safer.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Judge Jessica Mangum, Chief Administrative Judge for Municipal Court said I appreciate what the governor said in terms of bail bond reform. We can work with the city attorney's office to pursue an estreatment process.

Councilor Taylor said this is something we need to investigate and we need to look into any other suggestions you may have.

Councilor Duvall said we will not dig deeper into this subject this afternoon. We reserve the right to come back to it in the future.

Councilor Herbert noted that in 2013, we had a Mayor's Panel on Violent Crime and Bond Reform. That may be a way to do a deep dive.

PUBLIC SAFETY UPDATES

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department reported that part one crime is tracking very well: homicides are down 18%, rapes are down 26%, robberies are down 13%, burglary is down 13%, and auto break-ins are down 22%. Aggravated assaults which are non-fatal shootings are our Achilles heel. We had 22 participants for our ceasefire call-in last week. Since May 2021, we have invited over 90 individuals to participate in the program and we only had 16 to re-offend. That is a 17% recidivism rate. This year, 94 people have been shot. We have seen over 600 mass shootings across the country. We had two mass shootings in Columbia that account for 15 people being shot. We have assisted the Sheriff's Department with several active shooting hoax calls at schools. In conjunction with Emergency Management, we have trained over 1,000 citizens and 200 city employees in active intruder response. We have seized 649 guns. The Pathways Unit had 500 arrests and field books, conducted 505 field interviews, rendered services to 225 persons, referred 415 clients and introduced 15 people to Rapid Shelter Columbia. It is going well. We average 830 traffic citations a month. We have issued over 8,300 tickets and over 2,000 were for speeding. We had over 6,400 collisions. We brought the hiring and retention plan online two weeks ago and it was well received. We now have a vehicle assigned to every eligible officer. In the last two weeks, we hired four officers, we have nine in basic candidate school, and two in the academy. We received five applications for our cadet program.

Councilor Herbert said Chief and I met at Allen University to explore creative ways to bring folks in. The next academic year may be the time to discuss this.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said we hope that intersects with our Cadet Program. We have to work the logistics out on how they can continue their studies and be on our payroll.

Councilor Taylor asked why we do traffic but the county doesn't. Do they pay the highway patrol to do that?

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said some counties do respond to traffic accidents. We spend a lot of time responding to crash reports. We have to look at how we respond to private property fender benders and false alarms.

Councilor Duvall said it is traditionally a function of municipal police to respond to accidents.

Councilor Taylor asked why we carry some costs that other units of local government don't have to carry. I am hearing that the Pathways Unit is making a difference.

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said there is an equal ratio of referrals from the Pathways Unit and our officers.

Councilor Taylor said there is an equal amount of men and women at Rapid Shelter Columbia. Is there a way to notify the public on who to call when the Pathways Unit is needed?

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said they can call 911 and provide as much information as possible.

Ms. Teresa Wilson, City Manager said as of yesterday Director Heppard hired two case managers and another outreach person specifically for after hours.

Councilor Taylor asked if we can eliminate the verbal warning and provide a citation for urban camping.

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said we will work with Legal to see if we can streamline that.

Councilor Herbert said it is incumbent upon council members to explain to folks what Rapid Shelter Columbia is. The living conditions are good and they are temporary.

Mr. Aubrey Jenkins, Fire Chief / Columbia Fire Department said we are trying to recruit people.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

We had 100 applications for non-sworn and 30 for sworn. Last Friday, four new firefighters were sworn in. I made 22 conditional offers for people to start school in January. Over the past year, we have trained 57 firefighters and we have lost about 70 firefighters. We have 57 openings. We have a 14% attrition rate, but we should be at 3%. I expect the Insurance Services Office (ISO) to be in by the summer. I expect for us to maintain a 1 in the city and a 2 in the county. However, that is dependent upon staffing, communications, and response times. We must have a specific number of firefighters on the scene within an allotted time frame to keep our rating. We are part of a Midlands Urban Search and Rescue Team. The state allocated \$5 million and we received \$1 million. We can carryover the funds for equipment and we get to keep the equipment for other use.

Councilor Taylor said we approved the purchase of a ladder truck. What about the bunker gear?

Mr. Aubrey Jenkins, Fire Chief / Columbia Fire Department said the trucks will be two and a half years out. Everything is backed up. We put the bids out for bunker gear. The county has allocated their portion of funding and we are moving forward with our initiative to keep our firefighters safe.

Ms. Teresa Wilson, City Manager asked if there is a template that the chiefs should follow for future reports.

Councilor Duvall said we want a report on staffing and statistics at all Public Safety Committee meetings.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, committee members voted unanimously to enter into executive session at 2:12 p.m. for the discussion of item 3.

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

Municipal Court Judges

ADJOURNMENT

The meeting was adjourned at 3:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: December 6, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Technology Committee Report for November 15, 2022 - The Honorable Tina N. Herbert

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** TC_MN_11_15_2022 (PDF)



COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

CALL TO ORDER

The Columbia Technology Committee met on Tuesday, November 15, 2022 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Tina N. Herbert, Chair called the meeting to order at 11:00 a.m.

Attendee Name	Title	Status
Tina N. Herbert	Chair	Present
Howard E. Duvall	At-Large	Present
Will Brennan	District III	Present

PRESENTATION

1. Evaluation of Citywide Software and Technology Needs - Ms. Sylvia White, Chief Information Officer / Information Technology Department

Ms. Missy Caughman, Budget, Program Management and Grants Director said the Program Management Office helps to support the city's enterprise applications and programs. We surveyed all departments to help quantify the number of applications. We have 107 applications across 28 departments. At least 35% of our applications are supported by vendors; 25% by IT; 18% by subject matter experts; and 22% are supported jointly. Most of the training is provided by staff. We determined that 84% of the applications are critical; 70% of the applications are being used on a daily basis; and 13% are public facing.

Ms. Sylvia White, Chief Information Officer/Information Technology Department reviewed the enterprise-wide applications for agenda management; core financial, human resources, purchasing and budget; spatial data creation and management; planning, permitting and licensing; workforce management; time keeping; scheduling; utility billing and customer information; and work order management systems.

Councilor Duvall said the last time we had a briefing, you were updating CityWorks.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we tested, trained, bought tablets, and implemented CityWorks. We are revising the templates used by staff. The goal is to have all work orders completed in the field. The process has improved.

Councilor Herbert asked how Energov is used for Code Enforcement.



**COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Ms. Sylvia White, Chief Information Officer/Information Technology Department said the Code Enforcement Division uses a mobile app to conduct inspections and issue violations. Energov is also used by the Business License Division. Data migration into a hosted environment is currently underway for the Banner utility billing system. Once we go live, we will be able to integrate with other systems, use phone numbers for account lookup, offer automated payment plans, and setup an automated process for bad debt. The IFAS upgrade is underway and the target go-live date is April 2023. Anticipated improvements include enhanced reporting capabilities, workflow automation tools, and a hosted solution. We expect a soft go-live with the Energov business license upgrade on December 5, 2022. This will allow businesses to pay for renewals and licenses online. We have completed testing for the MASC portal. The Energov eReview plan submission module went live on July 1, 2022. This allows for digital plan submission, review and approval. The Public Parks Project began this month and it includes the installation of 72 computers and 32 Wi-Fi access points at 16 parks. We are also updating the wiring at all parks. Under the disaster recovery project we moved 90% of our environment into a new backup solution that is cloud based. Backups are checked daily. Next steps are to move Public Safety into the backup environment and then develop an annual testing schedule.

Councilor Duvall asked if IT will conduct citywide testing of the backup system.

Ms. Sylvia White, Chief Information Officer/Information Technology Department said planned improvements for next year include replacement of body cameras and in-car video, building up fit and mobile software upgrades for CPD; implementation of Finance Enterprise (IFAS) phase 2; Finlay Park technology needs; and the customer relationship management system.

Councilor Herbert asked about cameras in the parks, specifically Greenview Park.

Ms. Sylvia White, Chief Information Officer/Information Technology Department said that is part of the security camera project that is currently underway. I don't have the locations.

Councilor Herbert inquired about cameras to keep people from dumping.

Councilor Duvall said the Code Enforcement Division uses mobile cameras for that.

Ms. Tiffany Latimer, Customer Care Administrator said our current customer relationship management tool is called GovQA internally and for our customers it is called MyColumbiaSC. This is an online portal that allows citizens to submit requests for service or a city related concern. We also have an app. The portal allows for tracking, if the citizen creates an account.



**COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Councilor Herbert said an alert needs to be prominent so that citizens know they need to create an account in order to receive a response. It is about full utilization of the product.

Ms. Tiffany Latimer, Customer Care Administrator said other departments utilize GovQA to manage requests. There is a reporting function. We are scheduling a vendor led refresher training to train new employees and to ensure that we are using all functions.

Councilor Herbert said 40% of my constituents aren't going to use this. Can I create an account, enter requests into the system, and receive updates?

Councilor Duvall asked if the contacts reported by Columbia Water each month are coming through Customer Care.

Ms. Tiffany Latimer, Customer Care Administrator said yes. We receive up to 22,000 calls per month and chats, emails and faxes. We receive a small number of contacts through the app.

Councilor Herbert asked what updates are provided when an account is setup.

Ms. Tiffany Latimer, Customer Care Administrator said we provide updates on anything that is not CityWorks related. If they create an account, we can communicate back and forth.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that once a service request is created, the system communicates with the customer. They don't receive feedback once the work is done because the CityWorks integration is not there.

Ms. Erika D. Moore Hammond, CMC, City Clerk said we realize that there is an opportunity to close the communications loop and we are reviewing that. Earlier this year constituent services was added to my role to include the ombudsman piece and the calls we receive at City Hall to ensure that we are getting requests to the appropriate department and following up with the constituent. We have evaluated various CRM products. We worked with other departments to gather requirements and we have met with a few vendors. We are currently on a parallel track of reviewing the current system and considering other options.

Councilor Herbert said we get calls and a lot of times, we want to be the person to call back. I am trying to find an automated way. I don't know if it is a good use of staff time to enter requests for a call that I received. If I can see it in the system, then I don't have to call to get the details. I want to be more independent as a councilperson and I want to respond quicker.



COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 15, 2022

Ms. Erika D. Moore Hammond, CMC, City Clerk said we have staff dedicated to doing that. We have the capability of setting up additional user accounts. A next step is to schedule council and management demonstrations.

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services said we have seen the opportunities for improvement. The system will flow better with the integration of CityWorks. The system needs to be refreshed and information needs to be updated.

Councilor Herbert asked how many requests come through the website. Someone recently said that we have a great app.

Ms. Tiffany Latimer, Customer Care Administrator said Customer Care receives 25 requests a month, but I don't know about the other departments.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the functionality to take a picture of a pothole, use geolocation, and create a request is there.

Councilor Brennan inquired about the timeframe for integrating CityWorks. The satisfaction is seeing that the work has been done. We are catching up on work orders and now is a good time to bring all of this together. Is there a case study with the current vendors?

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services said we have gone through the process of evaluating some solutions. There is a lot that is already in GovQA that we would have to put into a new system. There is some value in staying with and enhancing what we have. We are looking at all of the pros and cons. Some products don't integrate with CityWorks. We can find case studies to look at.

Ms. Carmen Flemming, Project Manager/Program Management Office said we explored GovQA in 2018. We currently have a test environment for the CityWorks integration. A next step is to explore that test site with Customer Care in the next few weeks. We would like the opportunity to determine if it is a good fit for where we are trying to go.

Councilor Brennan said our commitment to customer service through Customer Care is making a difference. The full circle connectivity, education, and follow-through on a tight timeline would be a big win for this Council. Let's keep digging into GovQA and the possibilities.

Councilor Herbert asked if the GovQA demonstration can be done in January 2023. I am looking for a decision point.



**COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES
TUESDAY, NOVEMBER 15, 2022**

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services said February 2023 would be more reasonable.

ADJOURNMENT

The meeting was adjourned at 12:26 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT



We Are Columbia

MEETING DATE: December 6, 2022

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:

PURPOSE:

Belvedere Home Assistance Program