



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 7, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, December 7, 2021 at 2:00 p.m. at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **8514**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

EXECUTIVE SESSION

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

*Administrative Policies
Prisma*

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

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



We Are Columbia

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PRESENTATIONS

3. Resolution No.: R-2021-128 Approving the Honorary Naming of the northwest corner of Richland Street and Henderson Street, the 1900 block of Henderson Street and the 1600 block of Richland Street "William Joseph Sumter Lane"
4. Resolution No.: R-2021-129 Approving the Honorary Naming of Lady Street between Huger Street and Pulaski Street "Kay Kaplan Thigpen Way"
5. Resolution No.: R-2021-136 Approving the Honorary Naming of the Corner of Colonial Drive and Willow Street; 3800 Block of Colonial Avenue; Corner of Colonial Avenue and Manse Street; and 4100 Block of Colonial Avenue "Milton Kimpson Avenue"
6. Resolution No.: R-2021-138 Acknowledging the Intent to name the proposed Teaching Kitchen "Deborah Christie Teaching Kitchen"
7. Recognition of Fall 2021 Mayor's Fellows and Intern - The Honorable Mayor Stephen K. Benjamin

CITY COUNCIL DISCUSSION / ACTION

8. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*
9. 2021 Municipal Equality Index Report - The Honorable Tameika Isaac Devine

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

10. Administrative Policy Committee - The Honorable Edward H. McDowell, Jr.
11. Public Safety Committee - The Honorable Daniel J. Rickenmann

ADMINISTRATIVE POLICIES - ORDINANCES FIRST READING

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



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

CONSENT AGENDA ITEMS 14 THROUGH 33

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

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

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

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

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

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



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

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

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

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

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

The following subconsultants will provide additional services:

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

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

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

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

The following subconsultant will provide additional services:

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

The following subconsultant will provide additional services:

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The following subcontractors will provide additional services:

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

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

30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7800 Garners Ferry Road; TMS# 19102-05-12

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



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Council District: 3

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

Applicant: Take 5 Carolinas Property Company, LLC

Staff Recommendation: Approval

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

First reading approval was given on November 9, 2021.

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09

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

Council District: 1

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

Applicant: Osama Khammash

Staff Recommendation: Approval

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

First reading approval was given on November 9, 2021.

32. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

Ordinance No.: 2021-087 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17.2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec.17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(I)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5) and



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17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c); and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmarks

Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

First reading approval was given on November 9, 2021.

33. **MAJOR AMENDMENT to a Planned Development at S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52**

Council District: 1

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

Applicant: Philip Reames, Great Southern Homes

Staff Recommendation: Approval

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

First reading approval was given on November 9, 2021.

ORDINANCES - FIRST READING

34. Ordinance No.: 2021-075 Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01
35. Ordinance No.: 2021-076 Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06
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36. Ordinance No.: 2021-077 Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11
37. Ordinance No.: 2021-095 Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09
38. Ordinance No.: 2021-096 Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09

RESOLUTIONS

39. Resolution No.: R-2021-121 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Arrington Place Apartments) in the Maximum Principal Amount of \$7,540,000, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date
40. Resolution No.: R-2021-122 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of \$9,999,999, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date
41. Resolution No.: R-2021-123 Approving the Issuance by the Housing Authority of the City of Columbia South Carolina of its Multifamily Housing Revenue Notes or Bonds (St. Andrew's Crossings) in the Maximum Principal Amount of \$10,500,000, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as
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- Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date
42. Resolution No.: R-2021-124 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed \$30,000,000 Multifamily Housing Revenue Bonds (Haven at Congaree Pointe Project), in One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date
43. Resolution No.: R-2021-132 Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed \$35,000,000 Multifamily Housing Revenue Bonds (Garden Lakes Apartment Project), in One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date
44. Resolution No.: R-2021-126 Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1509 Gervais Street, Richland County TMS # R11401-05-12 and at 1212 Bull Street, Richland County TMS # R11401-05-16
45. Resolution No.: R-2021-131 Certifying Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2638 Two Notch Road, Richland County TMS # R11516-09-21
46. Resolution No.: R-2021-120 Authorizing the City to request de-federalization of the Revolving Loan Fund from EDA and to use such award funds for the continuation of a Revolving Loan Fund
47. Resolution No.: R-2021-134 Adopting a Policy and Criteria to Provide a Tax Credit for the Acquisition and Redevelopment of Government Owned Property to a Privately Owned, Taxable Use within the City of Columbia
48. Resolution No.: R-2021-135 Providing funds to CEZ, Inc. for property acquisition for Parcel A-1 of TMS R13500-02-07 in support of an Affordable Housing Project on the same parcel
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49. Resolution No.: 2021-137 Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA]

EVENT RESOLUTION

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

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

APPOINTMENTS

51. Columbia Tree and Appearance Commission
52. Planning Commission
53. SC Memorial Park Commission

OTHER MATTERS

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

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

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

REDISTRICTING PUBLIC HEARING & ORDINANCE FIRST READING

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

PUBLIC INPUT



We Are Columbia

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EXECUTIVE SESSION

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

COVID-19

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

1042 Adeline Drive

1701 Washington Street

Congaree River Remediation Project Update

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 9, 2021

The Columbia City Council conducted a meeting on Tuesday, November 9, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as presented.

APPROVAL OF MINUTES

1. Council is asked to approve the October 19, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the October 19, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: 2021-118 - Approving the Honorary Naming of the Hyatt Park Pavilion located at 950 Jackson Avenue "Mary G. Thurman Pavilion" – *Approved*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: 2021-118 Approving the Honorary Naming of the Hyatt Park Pavilion located at 950 Jackson Avenue "Mary G. Thurman Pavilion".



We Are Columbia

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Mr. Henry Simons, MHA, Assistant City Manager of Operations said we lost Mary in February of this year. Mary was a pillar for Hyatt Park. She loved her seniors and she had a special way of touching the lives of our youth and our staff. We have something that we are going to present to her sister Ms. Eula Duncan. It reads “In honor of Mary G. Thurman, recreation coordinator from 2013 to 2021: The City of Columbia dedicates the Hyatt Park Pavilion to a true pillar and inspiration to the community, reminding us of the lives she touched throughout her time with us”. The Parks and Recreation Department thanks you all for this opportunity.

Ms. Eula Duncan, Sister of Mary Thurman said thank you so much, I am elated. Driving down today was emotional for me because there are so many landmarks and memories of coming to visit Mary. She was a woman of excellence who is gone too soon. I know you miss her; we miss her even more. I just want to say on behalf of my family, thank you. She really deserves this and I am so appreciative to all of you. I'm just so happy to know that you loved her too.

Mayor Benjamin said thank you all so much for that presentation. Mary represented the very best of us. We also had an opportunity today to highlight some of the strides that we have made in public safety in this city over the last several years under the leadership of Chief Holbrook, Deputy Chief Kelly, and their command staff. We had a press conference earlier to highlight the amazing work being done at emergency operations under Director Tinsley. I had an opportunity to participate in the *Washington Post* panel earlier this year. I asked why I was there and they commented that the police executive research forum had highlighted Columbia, South Carolina as one of the few major cities in the country that saw homicides and violent crimes go down over 2019 and 2020. That doesn't just happen. It happens because you have men and women who are doing the heavy lifting and the very thoughtful policing that Chief Holbrook, Deputy Chief Kelly and their team has shown. It was important that we highlight all the great work being done at the EOC and the real-time crime center. It is also notable that gun homicides are down 31% in Columbia this year, still too many guns on the street but our men and women in blue are doing their jobs and doing it well.

Ms. Teresa Wilson, City Manager said I talked about highlighting the successes of the department in utilizing technology to compliment Chief Holbrook's focus on 21st century policing and community policing. Council and I have talked about recognizing the tenure and accomplishments of our chief and deputy chief. They are with us today for their stellar leadership during the very trying times of the pandemic, periods of social unrest, and for all of the myriad of things that we expressed and we saw firsthand in the EOC today. We salute them both and it is time to present them with their fourth and third stars, respectively.



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The Mayor along with the City Council and City Manager awarded Chief Holbrook with his fourth star and Deputy Chief Kelly with his third star for their exceptional leadership.

Mr. William (Skip) Holbrook, Chief of Police said I don't know what to say. I take zero credit for any of these accomplishments. It is because of the man behind me and the staff that is here. We have persevered through some of the most challenging times that our profession has experienced. Thank you for your confidence in selecting me.

Mr. Melron Kelly, Deputy Police Chief said we are a spoke on the wheel that keeps the city turning and we are very proud to be a part of that wheel. No matter what time it is, what day of the week it is, we are always committed to putting the city at the forefront. We are fortunate to have family that supports us. We will miss some of the things that will happen as this council term comes to an end. Relationships like this you can't replace. We thank each and every one of you, but mainly the men and women who are out there right now patrolling the streets of Columbia, investigating crimes, and making the city better. Thank you for what you have done for us and for what you continue to do.

3. Arbor Day 2021 Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed December 3, 2021 as Arbor Day in the City of Columbia.

Mr. Caleb King, Forestry and Beatification Superintendent said Arbor Day is special to the Forestry Division. As you know, it's tree planting time in the City of Columbia. Each year, we plant 500 trees throughout town. We are also working with Keep the Midlands Beautiful this year as they won an Arbor Day grant. They are helping plant 50 of those 500 trees. We are excited for another successful planting season. We are applying for our 43rd year of Arbor Day with Tree City USA and we are always excited to have that as a part of our city.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said the vaccination acceptance of city employees has been exceptional. I think we have 81% fully vaccinated and 3% partially vaccinated employees. We have a higher vaccination rate amongst our employees than the city of New York, the state, and county. We are going in the right direction because of the leadership of our staff and this council. We are watching a dramatic decrease in the rate of cases per 100,000 individuals. The percent positivity rate is 3.8%.



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After seeing a spike in deaths, we are seeing a significant deceleration. Hospitalizations are down significantly, particularly in children. We had some discussion the last time we renewed the ordinance around masking, about how long we would renew it for. We are seeing some fantastic trends but it is still important that everyone gets vaccinated. If in fact you catch the virus, your success rate of beating it goes up dramatically. It is good to see that masking, social distancing, and sanitizing techniques that were not necessarily a part of our everyday activities are becoming part of how we live going forward. This Council is very thankful and proud of our team. I will be making a motion to immediately cease the enforcement of the mask ordinance in Columbia with the understanding that the requirement to continue masking in city owned buildings will remain intact. We will get Council's input on the motion after Director Tinsley's comments.

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

Mr. Harry Tinsley, Emergency Management Director said forecast models from the CDC continue to indicate a downward trend in new COVID-19 cases over the next few weeks. We are partnering with Prisma Health and will host a mobile vaccination clinic at Vista Lights Annual Holiday Festival on November 18th. The mobile unit will be located in the 1200 block of Lincoln Street in the Vista across from the Blue Marlin from 4:30 p.m. to 9 p.m. There will be vaccinations at Hyatt Park on November 10th; MLK Park on November 17th; Melrose Park on November 24th; and Woodlands Park on November 30th. All clinics will run from 1 p.m. to 5 p.m. We will continue to work with our partners on additional clinics to include weekends and after hours. The South Carolina confirmed case count stands at 724,601. Over the past 14-days, our state has seen 9,170 combined cases, down from 33,590 as of the October 5th meeting. There have been 12,026,393 tests administered to date. There were 382 new confirmed cases with a percent positivity rate of 4.3%, down from 8.9% from the last meeting. There were two new confirmed deaths and zero probable deaths at last reporting, bringing our state total to 12,016 confirmed deaths due to COVID-19 and 13,898 combined. There were 344 combined deaths in our state in the past 14-days down from 920 from the last meeting. In Richland County, there were 56,239 confirmed cases with 19 daily combined. There are 648 confirmed deaths to date including 160 probable. There were 450 new confirmed cases in Richland County over the past 14 days. Richland County is averaging 32 new cases per day. As of November 11th, Richland County's 14 – day recent disease activity incidence rate remains low with a percent positivity rate of 3.5%. The statewide hospitalization bed utilization rate is 75.08%. As of November 8th, there were 510 patients currently hospitalized with COVID-19 confirmed or suspected. Richland County has a 65.2% utilization rate, with 24 COVID-19 patients hospitalized. DHEC reports that 5,527,836 doses of COVID-19 vaccines have been administered in South Carolina. As of November 6th, approximately 55.5% of South Carolina's population 12 and older are fully vaccinated and 63.3% have received at least one dose. In Richland County, 57.5% of residents have completed their



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vaccinations and 65.9% of residents have received at least one dose. According to the CDC's latest reporting on 11/8/21 on COVID-19 vaccinations: 68.4 % of U.S. population 12 and older have been fully vaccinated, 78.8% have received at least one dose, 85.7% of those 65 and older have been fully vaccinated, and 80.7% of population 18 and older have received at least one dose.

EMERGENCY ORDINANCE

5. Ordinance No: 2021-094 Repealing Ordinance No.: 2021-081 that Extended Emergency Ordinance No.: 2021-078 Related to COVID-19 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve Ordinance No: 2021-094 Repealing Ordinance No.: 2021-081 that Extended Emergency Ordinance No.: 2021-078 Related to COVID-19.

Mayor Benjamin said the greatest challenge we face between now and the end of the year is family reunions. We want to encourage families to be careful and thoughtful. Let's make sure that we are doing everything we can to discourage the spread of COVID-19. I anticipate this will also be our last city council meeting at Busby Street. We will return to City Council Chambers for the remaining of the calendar year. Thank you again to city staff for your collective leadership.

Councilor Rickenmann suggested scheduling vaccination clinics and testing sites after 5 p.m. and on weekends.

Councilor Devine said there are opportunities on the weekends. I have co-hosted clinics with DHEC and Prisma. I want to thank Mr. Tinsley for being our expert and for making sure we have the right information so we can make decisions based on science and not political reasons. We are about a week into vaccinations for children 5 and older. For me it has been difficult to get my child into the pediatrician. Is there a plan to have vaccination clinics for children?

Mr. Harry Tinsley, Emergency Management Director said I will reach out to DHEC in regards to clinics for children.

CONSENT AGENDA ITEMS 6 THROUGH 19

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 6** through **19**.



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6. Council is asked to approve a Contract for the JusticeTrax Software License, as requested by the Columbia Police Department. Award to JusticeTrax, Inc. using the GSA Cooperative Contract in the amount of \$54,516.78. This vendor is located in Mesa, AZ. – *Approved*

Funding Source: U.S. Justice Grants Control - Software License (2659999-9231000021-627510). The original budget amount is \$54,516.78.

7. Council is asked to approve the annual Software Maintenance Support for Mobile Area Routing and Vehicle Location Information System (MARVLIS), as requested by the Columbia Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$77,988.67. This firm is located in Aiken, SC. – *Approved*

Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$77,988.67.

8. Council is asked to approve the Purchase of 75 Body Armor Jackets, as requested by the Columbia Police Department. Award to Lawmen's using the SC State Contract in the amount of \$71,199.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Police Administrative Services - Uniforms & Clothing (1012402-624100). The original budget amount is \$80,000.00.

9. Council is asked to approve the Purchase of 36 Chevrolet Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet in the amount of \$1,369,656.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$1,369,656.00.

10. Council is asked to approve the Purchase of the annual Target Solution Services, as requested by the Columbia Fire Department. Award to Municipal Emergency Services as a Sole Source in an amount not to exceed \$68,017.32. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Fire Suppression - Software License (1012303-627510) \$34,008.66 and Fire Administration - County - Software License (2082301-627510) \$34,008.66. The original budget amount is \$68,017.32.



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11. Council is asked to approve the annual GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement in the amount of \$101,740.00. This vendor is located in Redlands, CA. – *Approved*

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$43,640.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,400.00; Police Administrative Services - Software Licenses (1012402-627510) \$3,300.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$25,700.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,000.00; Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) \$500.00; Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$200.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,225.00; Public Works Administration - Software Licenses (1011124-627510) \$1,875.00; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$12,900.00; Emergency Management - Software Licenses (1012201 - 627510) \$1,000.00. The original budget amount is \$101,740.00.

12. Council is asked to approve the annual ONESolution IFAS Software Maintenance Services, as requested by the Budget and Program Management Office. Award to CentralSquare Technologies, LLC in the amount of \$233,470.81. This firm is located in Lake Mary, FL. – *Approved*

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$233,470.81.

13. Council is asked to approve the ONESolution IFAS Upgrade, as requested by the Budget and Program Management Office. Award to CentralSquare Technologies, LLC in an amount not to exceed \$854,155.00. This firm is located in Lake Mary, FL. – *Approved*

Funding Source: Program Management Office - Professional Services (6218950-636600) \$601,435.00 and Program Management Office - Cloud Based Software Solutions (6218950-632170) \$252,720.00. The original budget amount is \$1,250,000.00.

14. Council is asked to approve Change Order #3 for Project SR8053; Main Street Intersection Improvements, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Minority Business Enterprise (W), in the amount of \$139,093.35. This firm is located in Lexington, SC. – *Approved*

Funding Source: Street Scaping Control - Capital Project Cost (4139999-CP003403-658650). The original budget amount was \$988,911.90 with 10% contingency. The budget amount for this change order is \$139,093.35. The total revised budget amount is \$1,128,005.25.



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Change Order #3 is requested to increase funding for unforeseen conditions requiring major changes in the proposed road and sidewalk replacement construction contract.

15. Council is asked to approve an Agreement for Project WM439302-SS740902; Leesburg Road between Fairmont Road and Lower Richland Boulevard Utility Relocation Inspection Services, as requested by Columbia Water. Award to Mead and Hunt in an amount not to exceed \$651,721.20. The firm is located in Lexington, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM439302-658650) \$325,860.60 and Water and Sewer Capital Projects - Capital Project Costs (5529999-SS740902-658650) \$325,860.60. The original budget amount is \$651,721.20.

This is a Mentor Protégé Program project. Mead and Hunt is the mentor and will provide project administration, surveying and utility mapping, geotechnical investigation, final design, permitting, engineering services during construction and project closeout services at 79.99% (\$521,289.60) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction observation and construction administration services at 20.01% (\$130,431.60) of the total contract amount.

16. Council is asked to approve an Agreement for Project WM4558-SS7573; I-126 Elmwood Avenue Bridge Utility Relocation, as requested by Columbia Water. Award to Black and Veatch Corporation in an amount not to exceed \$1,342,490.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM455801-658650) \$1,006,866.00 and Water and Sewer Capital Projects - Capital Project Costs (5529999-SS757301-658650) \$335,624.00. The original budget amount is \$1,342,490.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design documents, construction inspection, and project closeout services at 79.98% (\$1,073,790.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide field reconnaissance, regulatory review, field survey, and geotechnical assessment services at 20.02% (\$268,700.00) of the total contract amount.

17. Council is asked to approve an Agreement for the Olympia Fire Station Replacement Design and Construction Administration Services, as requested by the Columbia Fire Department (using department), in coordination with Community Development (grant management of CDBG-MIT funding), and General Services Department assisted by Columbia Water (managing design and construction services). Award to Stewart-Cooper-Newell Architects, PA in an amount not to exceed \$681,956.00. The firm is located in Gastonia, NC. – *Approved*



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Funding Source: General Capital Projects - Capital Project Costs (4039999-CP108001-658650). The original budget amount is \$681,956.00.

The Olympia Fire Station Replacement Project is a critical project in the City's vision of providing innovative and high quality municipal services. The station serves a growing area comprised of both City and County residents and businesses. As the surrounding community continues to benefit from investment and new development, the need to replace the existing station is ever pressing to meet the growing needs of the service area. The new fire station will reduce the risk of damage to and loss of property, along with providing Columbia Fire Department personnel a modern facility which supports the critical services they provide to the community.

Stewart-Cooper-Newell Architects, PA of Gastonia, NC will provide schematic design, design development, construction document, bidding/negotiation and construction administration services at 62.16% (\$423,871.00) of the total contract amount.

The following subconsultants will provide additional services:

Optima Engineering, PA of Charlotte, NC will provide mechanical, electrical, plumbing and fire protection services at 13.44% (\$91,700.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide structural and survey services at 6.16% (\$42,000.00) of the total contract amount.

Thomas and Hutton of Columbia, SC will provide civil engineering services at 7.72% (\$52,635.00) of the total contract amount.

F&ME, Inc., of Columbia, SC will provide geotechnical services at 1.47% (\$10,000.00) of the total contract amount.

BREE & Associates, a Minority Business Enterprise of Columbia, SC will provide estimating services at 3.48% (\$23,750.00) of the total contract amount.

Sustainable Design Consulting, a Minority Business Enterprise (W) of Richmond, VA will provide LEED consulting services at 5.57% (\$38,000.00) of the total contract amount.

18. Ordinance No.: 2021-082 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II. Business and Professional Licenses - *First reading approval was given on October 19, 2021 – Approved on second reading.*



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19. Ordinance No.: 2021-086 Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 - *First reading approval was given on October 19, 2021 – Approved on second reading.*

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 3:00 p.m.

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7800 Garners Ferry Road; TMS# 19102-05-12 – *Approved on first reading.*

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

Council District: 3

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

Applicant: Take 5 Carolinas Property Company, LLC

Staff Recommendation: Approval

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

No public comments were received at this time.

Councilor Brennan asked how is this zoning different than the current county zoning.

Ms. Krista Hampton, Planning and Development Services Director said this is a developed property and it is classified as general commercial in both the county and the city.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 7800 Garners Ferry Road **and** Ordinance No.: 2021-085 Annexing



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

21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09 – *Approved on first reading.*

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

Council District: 1

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

Applicant: Osama Khammash

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for NX3900 River Drive a/k/a 3820 River Drive **and** Ordinance No.: 2021-084 Annexing and Incorporating 0.22 acres NX3900 River Drive, Richland County TMS# 09103-05-09 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

22. MAJOR AMENDMENT to a Planned Development at S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52 – *Approved on first reading.*

Council District: 1

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

Applicant: Philip Reames, Great Southern Homes



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Staff Recommendation: Approval

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

Mr. Philip Reames and Ms. Kimberly Swygert were both present in support of the Major Amendment.

Councilor McDowell said I received something saying that this development has high density. What is the proposed number of units?

Ms. Krista Hampton, Planning and Development Services Director said 74 single family attached lots.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Major Amendment to a Planned Development at S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52.

23. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance – *Approved on first reading.*

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

Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

No public comments were received at this time.



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Ms. Krista Hampton, Planning and Development Services Director said these are amendments to the Unified Development Ordinance. Some of them were just plain omissions that we are cleaning up and some were definitions we realized we needed. We are amending the accessory dwelling unit to allow them to be a little bit larger. We found a development where bicycle parking was excessive so we are reducing that. There will be additional amendments. We don't want this to be static.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-087 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17.2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec.17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(I)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5) and 17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c);and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmarks.

Council closed the public hearing at 3:08 p.m.

RESOLUTIONS

24. Resolution No.: R-2021-111 Certifying Four (4) Building Sites 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 1813 Main Street and having Richland County TMS #: R09082-01-01 to 05, R09082-02-01 to 03, R09082-03-01 to 03, Parking TMS#: R09082-04-01 through 49 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-111 Certifying Four (4) Building Sites 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 1813 Main Street and having Richland County TMS #: R09082-01-01 to 05, R09082-02-01 to 03, R09082-03-01 to 03, Parking TMS#: R09082-04-01 through 49.



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TUESDAY, NOVEMBER 9, 2021**

25. Resolution No.: R-2021-115 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 (19 76), as amended, regarding the property located at 1511 Richland Street, Richland County TMS # 11404-01-21 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-115 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 (19 76), as amended, regarding the property located at 1511 Richland Street, Richland County TMS # 11404-01-21.

26. Resolution No.: 2021-127 Authorizing a First Amendment to the Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc., for the property located at 1401 Main Street – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-127 Authorizing a First Amendment to the Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc., for the property located at 1401 Main Street.

27. Resolution No.: R-2021-106 Ratifying and Authorizing the City Manager to execute a Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement between the City of Columbia and Prisma Health and any documents necessary to consummate the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2021-106 Ratifying and Authorizing the City Manager to execute a Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement between the City of Columbia and Prisma Health and any documents necessary to consummate the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways. Mayor Benjamin recused himself due to a potential conflict of interest.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 9, 2021**

EVENT RESOLUTION

28. Resolution No.: R-2021-119 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Saturday, November 21, 2021 with a rain contingency of Sunday, November 28, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2021-119 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Saturday, November 21, 2021 with a rain contingency of Sunday, November 28, 2021.

APPOINTMENTS

29. Accommodations Tax Advisory Committee – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to reappoint Hal Stevenson to the Accommodations Tax Advisory Committee for a term of two years.

30. Climate Protection Action Committee – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to appoint Robert Gudea as a non-voting member to the Climate Protection Action Committee for a term of three years.

31. Richland County Board of Assessment Appeals – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to appoint Christine Wells to the Richland County Board of Assessment Appeals for a term of three years.

32. South Carolina Memorial Park Commission – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to increase the membership to up to eleven appointees and to reappoint Charles T. Ferillo, Jr. (Chairman), Patton Adams, Dr. Lilly Filler, Charles Bolden, Claude Eichelberger, Milton Kimpson, Jr., and Phil Whack and to appoint Doug Quackenbush, James Smith, and Carl Ellsworth to the South Carolina Memorial Park Commission for a term of three years.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 9, 2021**

OTHER MATTERS

33. Council is asked to approve the installation of a 4-way stop at the intersection of Chester Street and Lincoln Street, as requested by the Traffic Engineering Division. – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the installation of a 4-way stop at the intersection of Chester Street and Lincoln Street.

34. Appeals to the City Center Business Improvement District Assessment - The Honorable Sam Davis – *Approved*

Councilor Davis said there were two objections to the notice of assessment of the City Center Business Improvement District (BID) from owners of the properties located at 2014 and 2016 Sumter Street and 1320 Elmwood Avenue. A hearing was held on November 3rd before the Economic and Community Development Committee. The committee heard the objections submitted in person and in writing. The committee hereby makes a recommendation to confirm the assessments as calculated. The objections presented focused on specific services those property owners felt they were not getting in comparison to the properties on Main Street. Neither presented an argument that the calculation of the assessment was inaccurate. Notwithstanding the assessment, Council wishes to express concern that the properties at the end of the BID perceive they do not receive the same level of service as properties along Main Street and direct the City Center Partnership to work closely with those property owners to address any and all concerns.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the recommendations of the Economic and Community Development Committee to uphold the assessments of the properties located at 2014 and 2016 Sumter Street and 1320 Elmwood Street as calculated.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

35. Administrative Policy Committee Report - The Honorable Mayor Pro-Tem Edward H. McDowell, Jr.

Councilor McDowell said the Administrative Policy Committee met to continue discussing the chief health officer position. We are discussing having a board of directors with groups under it that will report to the board. These persons have not been officially identified. The goal is to make



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 9, 2021

sure all citizens of the city are being taken care of with the resources that are available. In our next meeting we will discuss the Mayor Pro-Tempore term limit and municipal judges.

PUBLIC INPUT

Mayor Benjamin took a moment of personal privilege to introduce Mr. Jaheem McLaurin, Mayor's Fellow from Bennettsville, SC and student at the University of South Carolina.

Ms. Sandra Richardson, City of Columbia resident said I have written letters to the Housing Authority because things have gotten worse for us. We have no security or cameras and housing refuses to put cameras in. My apartment is run down. It took them four years to replace my floor in my kitchen. I fell with my cane and was hospitalized and in a wheelchair for three months. I want to see if you all can get them to do better. Now they want to pull away from HUD and if that happens it will definitely keep getting worse. I have copies of all my letters for you all to read.

Mayor Benjamin said we will make sure those letters make it to the Housing Authority on your behalf Ms. Richardson. Thank you for your patience.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 3:38 p.m. for the discussion of **Items 36** through **39**.

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

*COVID-19
Bond Court
Redistricting
Site Review Plan for 16.2 acres, 750 and 754 South Beltline Boulevard*

37. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2) – *Received as information, no action was taken*

North v. City of Columbia



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 9, 2021**

38. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5) – *Received as information, no action was taken*

Oasis Development - CEZ Inc. and Integral Group, LLC

39. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) – *Received as information, no action was taken*

*Convention Center
State Museum Memorandum of Understanding*

Councilor Brennan left the meeting at 4:44 p.m.

ADJOURNMENT

The meeting was adjourned at 4:52 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

RESOLUTION NO.: R-2021-128

Approving the Honorary Naming of the northwest corner of Richland Street and Henderson Street, the 1900 block of Henderson Street and the 1600 block of Richland Street "William Joseph Sumter Lane"

WHEREAS, William Joseph Sumter was born and raised in Hopkins, South Carolina; and,

WHEREAS, he was a prominent entrepreneur and the first African American to own and operate a barbershop in the State of South Carolina (from 1910 to 1960), which was located at 1818 Main Street in Columbia.

WHEREAS, the 1900 block of Henderson Street was one of the first blocks in Columbia, South Carolina where prominent African American families lived and Mr. Sumter owned properties located at 1931 Henderson Street, 1925 Henderson Street and 1921 Henderson Street; and

WHEREAS, these properties have remained in Mr. Sumter's family for several generations; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the corner of Richland Street and Henderson Street, the 1900 block of Henderson Street and the 1600 block of Richland Street "William Joseph Sumter Lane." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

APPLICATION

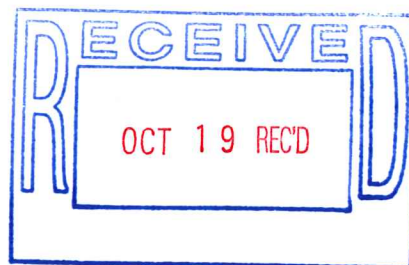


HONORARY STREET/FACILITY AND SITE NAMING

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



Vann H. Dozier
 Applicant Signature*

Vann H. Dozier
 Print Name

803 917-5365
 Phone Number

vdozier219@gmail.com
 E-mail Address

219 Pinnacle Drive
 Mailing Address

Sept. 30, 2021
 Date

Check and initial acknowledging application requirements.

☒ mbd Signage wording cannot exceed twenty-six characters

☒ mbd Any changes to initial request must be made no more than 20 days prior to ceremony in writing

☒ mbd Signage wording and resolution will be finalized 15 days prior to ceremony

☒ mbd 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:

William Joseph Sumter Lane

26

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.

1900 Blk. Henderson St. 1600 Blk. RICHLAND St.

1800 Blk. Henderson St. 1600 Blk. Laurel St.

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:

TBD (CB)

5. Council Member Sponsor:

Name: Councilman Howard E. Duvall, Jr.

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Legacy of William Joseph Sumter

William Joseph Sumter married Daisy A. Robinson, and from that union came two children, Lorine Augustus Sumter and Theodore Sumter. Lorine (second generation) married Thomas Gonsolvo Jones and from that union came one child, Vivian Lorine Jones (third generation), who married Edd Alexander Hall. From that union, one child was born (fourth generation) Vann L. Hall. Vann married John H. Dozier and from that union two children were born, John Hall Dozier and Renata Lorine Dozier (fifth generation), John Hall Dozier married Victoria T. Paul and from that union came three children Olivia Grace, Evans Alexander and Sophia Lorraine. Renata Lorine Dozier married Michael Brown and that union one child, Miles Dozier Brown. Miles, Olivia, Evans and Sophia are the sixth generation of William and Daisy Sumter.

I (Vann) had the honor and privilege of living with William (Papa) and Daisy and my Grandmother Lorine. Papa and I spent many afternoons sitting on the front porch talking about his life. He recanted how he walked from Hopkins, S.C. to Columbia in search of a better life for himself and his family.

He found success in Columbia becoming the first African American to own and operate a barbershop in the state of South Carolina.

His shop was located at 1818 Main Street in downtown Columbia (in the shadows of The Jefferson Hotel and City Hall). The shop consisted of five barber chairs, a shoeshine stand, and three gentleman bathing tubs. The shop had beautiful marble floors, and a metal ceiling. For more than fifty plus years (1910 - 1960) it was one to the most successful business on main street.

Aside from his business, Mr. Sumter purchased several homes and properties though out the Columbia area. On December 9, 1909 he purchased his first residential property at 1931 Henderson Street. On May 18, 1939 he purchased a second residential property at 1925 Henderson Street. And on August 3, 1944 he purchased a third home at 1921 Henderson Street.

Mr. Sumter, looking to the future, purchased a private family burial plot for his heirs which is currently known as Lincoln Memorial Cemetery.

William Joseph Sumter was a man with a dream, that was successfully fulfilled. He was a proud man, who loved his family profoundly. The legacy that he left lives on with his Great, Great grandson, John Hall Dozier and his wife, Victoria (the fifth Generation), and their children, Oliver Grace, Evans Alexander and Sophia Lorraine, the sixth generation, presiding over the property.

Vann Hall Dozier

Belton, Chanique J

From: Robin Waites <rwaites@historiccolumbia.org>
Sent: Tuesday, October 19, 2021 2:01 PM
To: Belton, Chanique J
Cc: Vann Dozier; McDowell Jr, Edward H; Benjamin, Stephen K (Steve); victoria@thelanguagebuzz.com; Duvall Jr, Howard E; Tameika Isaac Devine
Subject: [EXTERNAL] Support for Honorary Street Naming Application | 1900 Henderson Street

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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Chanique,

Please include this letter of support with the application of the honorary street naming for the 1900 block of Henderson Street.

As an organization that supports the research, documentation, and sharing of information about Columbia's rich and diverse history, Historic Columbia wholeheartedly supports the renaming of the 1900 block of Henderson Street as William Joseph Sumter Way.

The Sumter family has been an integral part of the historic Robert Mills Historic District since 1909 when he purchased 1931 Henderson Street. Born in 1881 in Hopkins SC, Mr. Sumter was the first African American who owned and operated a barbershop in the state of South Carolina. Located on 1818 Main Street in Columbia, it was one of the most successful barbershops from 1910 – 1960.

Thanks to his business acumen, in 1939 Mr. Sumter purchased 1925 Henderson Street and five years later he purchased 1921 Henderson Street. Mr. Sumter and his descendants have and continue to own and maintain these three contiguous parcels – ensuring their preservation for future generations. He was honored with a SC State Historic Marker in February 2020. The addition of an honorary street at the SW corner of Calhoun and Henderson streets would further cement his legacy.

Please do not hesitate to contact me with any questions.

Sincerely,

Robin

Robin Waites
Executive Director

Historic Columbia
 1601 Richland St.
 Columbia, SC 29201
 p: 803.252.7742 x 14
rwaites@historiccolumbia.org



Become a Historic Columbia Member Today!



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF CITY COUNCIL

October 03, 2021

To The Family of Mr. William Joseph Sumter:

It is my great honor to support the request to place the honorary name of "William Joseph Sumter Street" on that portion of Henderson Street between Calhoun Street and Laurel Street.

William Joseph Sumter, born in Hopkins, South Carolina, was the son of *Rose and John Sumter*. He was born on *May 15, 1881*, and was a prominent entrepreneur. With only a fourth-grade education, he was the first African American that owned and operated a barbershop in the state of South Carolina (from 1910 – 1960). Located on 1818 Main Street in Columbia, it was one of the most successful barbershops.

The 1900 block of Henderson Street was one of the first blocks in Columbia, South Carolina where very prominent African American families lived. On December 9, 1909, William Joseph Sumter purchased 1931 Henderson Street from an African American carpenter, John Watson Bailey. On May 18, 1939, he purchased 1925 Henderson Street from Andrew Bailey (John Bailey's brother). On *August 3, 1944*, he purchased 1921 Henderson Street. This property is still owned by his descendants.

Sincerely,

Howard E. Duvall, Jr.

At-Large

City Councilor

Belton, Chanique J

From: CARL GREEN <psyrus@comcast.net>
Sent: Wednesday, October 27, 2021 7:53 PM
To: Belton, Chanique J
Subject: [EXTERNAL] Honorary Street Signage

You don't often get email from psyrus@comcast.net. [Learn why this is important](#)

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Ms. Belton:

I am the owner of the property at 1915 Henderson Street, the former residence of my late father.

My father and I have been friends and neighbors of the Halls and Doziers for many years and I am well aware of their families' place in the history of the community.

I submit this in support of Mrs. Vann Dozier's application for an honorary street naming sign.

Thank for your consideration.

C.A. Green Jr.

May 28, 2021

Proud Descendants of William J Sumpter
1925 Henderson Street
Columbia, South Carolina 29201

Honorable Stephen K. Benjamin	shalaine.archie@columbiasc.gov
Ms. Teresa Wilson	Teresa.wilson@columbiasc.gov
Mr. Will Brennan	Will.Brennan@columbiasc.gov
Mr. Sam Davis	sam.davis@columbiasc.gov
Mrs. Tameika Isaac Devine	tidevine@jilawfirm.com
Mr. Howard, E. Duvall, Jr.	Howard.Duvall@columbiasc.gov
Mr. Edward H. McDowell Jr.	Edward.McDowell@columbiasc.gov
Mr. Daniel J. Rickenmann	djrickenmann@Columbiasc.gov

Re: Request to Rename Calhoun Street back to Lumber Street

Dear Mayor Benjamin, City Manager, and City Council Members:

Our family has resided in Columbia, South Carolina since the late 1800s. We are sixth-generation descendants of William J Sumter. Based on research performed by the SC Department of Archives and History, our great, great, great-grandfather was the first African American to own and operate a barbershop in the state of South Carolina from 1910-1960. The shop was located at 1818 Main Street here in Columbia. On December 9, 1909, he saved enough money to purchase the first of three homes on the corner of Lumber Street, now Calhoun Street, and Henderson Street. In 1911, Lumber Street was renamed to Calhoun Street in honor of John Caldwell Calhoun, a former vice president of the United States and US senator, who was known for defending the enslavement of African Americans while owning approximately 80 enslaved people himself.

Last year, the tragic death of George Floyd ignited a movement that called for justice and the honoring of rights articulated by our nation's founding fathers that "all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness." It is clear to us that in order for us to move forward, we must be steadfast to this founding principal and discontinue our honoring of people who fought against it. With that stated, John Caldwell Calhoun was a known racist and a champion of slavery. Honoring him suggests that we not only agree with his values, but that we also celebrate them.

Calhoun Street is more than just a street in our city, it's a major thoroughfare in downtown Columbia. It is time for us to stop honoring John Caldwell Calhoun. We are writing you, our City Council officials, to request that the City of Columbia rename Calhoun Street to its original name – Lumber Street – or a name that more adequately represents the values of our city and nation.

Thank you in advance for considering our request.

Olivia Dozier 20 years old
Evans Dozier 16 years old
Sophia Dozier 14 years old

LAW OFFICES OF
SHEA & BARRON

1916 HENDERSON STREET
 COLUMBIA, SOUTH CAROLINA 29201
 WWW.SHEABARRONLAW.COM

DAVID C. SHEA†♦
 (803) 779-3099 PHONE
 (803) 779-3044 FAX

ALMAND J. BARRON†♦
 PHONE (803) 779-3700
 FAX (803) 779-3044

October 13, 2021

TO: Columbia City Council
 (via email to chanique.belton@columbiasc.gov)

RE: Legacy of William Joseph Sumter
Henderson Street, 29201

Dear City Council:

I have been a property owner of 1916 Henderson St. since 2005 and have worked continuously in my office there since that time. During a personal conversation with Vann Dozier, I have been made aware of her request to have the street name reflect the legacy of William Sumter, and want to express my full support for this request.

I have come to know the Dozier family since I began working in this building, as well as other longtime residents of the street. The history of the families of this street has always been wonderful and exciting to hear throughout the years, including the day someone who grew up in my building came by to look around at the changes made over the years, and relate some history of the house and street.

This part of downtown has a rich history, and I believe Ms. Dozier's request will work to both honor a well-deserving pioneer of the African-American community in Columbia and provide our city's residents with a lasting and visible reminder of this positive history.

With kind regards, I am

Very truly yours,



David C. Shea

†FELLOW, AMERICAN ACADEMY OF MATRIMONIAL LAWYERS

*CERTIFIED FAMILY COURT MEDIATOR

♦ BOARD CERTIFIED IN FAMILY LAW, NATIONAL BOARD OF TRIAL ADVOCACY

October 17, 2021

Proud Descendants of William J Sumpter
1931, 1925, and 1921 Henderson Street
Columbia, South Carolina 29201

Honorable Stephen K. Benjamin	shalaine.archie@columbiasc.gov
Ms. Teresa Wilson	Teresa.wilson@columbiasc.gov
Mr. Will Brennan	Will.Brennan@columbiasc.gov
Mr. Sam Davis	sam.davis@columbiasc.gov
Mrs. Tameika Isaac Devine	tidevine@jilawfirm.com
Mr. Howard, E. Duvall, Jr.	Howard.Duvall@columbiasc.gov
Mr. Edward H. McDowell Jr.	Edward.McDowell@columbiasc.gov
Mr. Daniel J. Rickenmann	djrickenmann@Columbiasc.gov

Re: Honorary Street Name Request

Dear Mayor Benjamin, City Manager, and City Council Members:

It is an honor and privilege to write this letter requesting that the 1900 block of Henderson Street is honorarily named after my maternal great-great grandfather, Mr. William Joseph Sumter. Mr. Sumter was an African-American family man and entrepreneur who purchased several properties on Henderson Street and a family cemetery at a time when many African-Americans were not broadly afforded this privilege.

As a young boy, I remember hearing stories about my great-great grandfather, but it wasn't until returning home from Chicago in 2011, that I began to understand the privilege associated with having homes that have been in our family for five generations (with our children being the sixth generation to reside in the largest of the homes). Since then, my wife and I have renovated all three properties. From one of the properties, we opened and operated Columbia's first world language-learning center. And, working with Richland County, the City of Columbia, Historic Columbia, and the University of South Carolina's History Department, erected a historical marker that preserves the rich history associated with the 1900 block of Henderson Street.

After the tragic death of George Floyd, my family investigated when Lumber Street was changed to Calhoun Street and discovered that the renaming took place after William J. Sumter purchased the properties. Given that the heritage act makes it practically impossible to rename any street (public area or structure) named after a historical person or event, we felt that it was appropriate to focus our efforts on honorary street names that represent a more comprehensive and inclusive "telling" of our city's history.

I often try imagine how my great-great grandfather felt as an African-American barber and entrepreneur serving white customers. I often try to imagine how difficult it must have been for a man with a fourth-grade education to start and operate a successful business for over 49 years, purchase three homes in the downtown area, and established cliental of loyal customers. And, doing so in the face of the overt acts of racism that characterize Jim Crow laws of the late nineteenth to mid-twentieth century with grace and the deep respect and appreciation of his community. I cannot think of anyone better to give this honor to than my great-great grandfather – on the very block where he purchased three homes and adjacent to Calhoun street.

I have attached a copy of the article in the state newspaper when Mr. Sumter closed his business and thanked his customers for their support. I also included a copy of the letter my children wrote regarding renaming Calhoun Street.

Thank you for considering this honorary naming request.

Dr. and Mrs. John Hall Dozier
Olivia Dozier 20 years old
Evans Dozier 16 years old
Sophia Dozier 14 years old

News Article

September 7, 1954 | State (published as The State) | Columbia, South Carolina | Page 6

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Sumter the Barber Retires, Sells Main Street Shop

Sumter's Barber Shop has been sold to Willie T. Smith, and W. J. Sumter, who has been barbering for 52 years—49 of them on the 1800 block of Main St.—is going to retire. Sumter has long had the friendship and respect of many Columbians of both races.

In a letter to the editor of The State which is printed herewith, Sumter told of the sale of his business.

To the Editor of The State:

Please allow me space in your most valuable paper to state that Sumter's Barber Shop which has been located on the 1800 block of Main St. for 49 years, has been sold to Willie T. Smith, Sr.

Smith served in John Cornwell's barber shop on the 1600 block of Main St. for 26 years and has been connected with Sumter's Barber Shop for eight years. Sumter's Barber Shop is the oldest barber shop in Columbia and I believe that is the oldest business on Main St., having been under the same ownership and management.

To my knowledge, the generations in the following families have been served in Sumter's Barber Shop: Solicitor W. H. Cobb, Judge Legare Bates, County Treasurer P. B. Spigner, County Auditor Andrew Feagan, County Clerk Hinman, Coroner Cecile Wiles, Coroner R. D. Walker, Mr. William Platt, Mr. William Banknight, Mr. Claytor Cloyd, Mr. Ralph Caldwell, Dr. W. R. Barron, Dr. Kirby D. Shealy, Dr. Marion B. Hock and many others.

Now, my customers and friends, please allow me to take this opportunity to thank you for your very kind support and assure you that Sumter's Barber Shop will be operated on the same high level. I remain, respectfully yours,

W. J. SUMTER.

W. J. SUMTER

Belton, Chanique J

From: c felder <cpfelder@yahoo.com>
Sent: Tuesday, October 19, 2021 11:13 AM
To: Belton, Chanique J
Subject: [EXTERNAL] Honorary Street Naming Sign

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To: Chanique J. Belton, Executive Assistant
City Council
City of Columbia

From: Charletta P. Felder

Subject: Proposed Honorary Street Sign (Vann Dozier)

1. I am a friend of Mrs. Vann Dozier and am also the caretaker of a neighboring property at 1915 Henderson Street. The property is owned by a friend who had a close relationship with the Halls/Doziers for many years. This letter is in support of Mrs. Dozier's recent application for an honorary street naming sign.

2. Thank you for your consideration.

Charletta P. Felder

Belton, Chanique J

From: Elizabeth Marks <emarksinc@bellsouth.net>
Sent: Tuesday, October 12, 2021 1:47 PM
To: Belton, Chanique J
Subject: Re: [EXTERNAL] Re: Henderson Street

We're a little lost as well. We just found out 2 weeks ago that the request had been made. The neighborhood boundaries are from the west side of Harden to the east side of Sumter, and from the south side of Washington to the south side of Calhoun. Basically a big oblong. All of the street signs inside that area have Robert Mills toppers on them, EXCEPT at the corner of Henderson and Calhoun, where the complete street sign was removed for some reason. That's also in front of the family property related to this honorary sign request. I'm assuming that the Robert Mills topper that was there originally is also gone, so I think there'd be a space for the honorary topper on the new sign. Also, the family just had a permanent historical marker placed near that corner, naming this same person, so having a topper on the new street sign near it might make sense.

Elizabeth Marks
 (803)315-8704
 Sent from my iPhone

On Oct 12, 2021, at 9:40 AM, Belton, Chanique J <Chanique.Belton@columbiasc.gov> wrote:

Good Morning-

Can you provide the exact location of these markers? When reviewing applications, we do look to see if the requested street currently has a topper, if so then we could suggest another location.

Is there an issue that I need to be made aware of? I'm a little lost.

Thank you
 Chanique

From: Elizabeth Marks [mailto:emarksinc@bellsouth.net]
Sent: Tuesday, October 12, 2021 9:02 AM
To: Belton, Chanique J <Chanique.Belton@columbiasc.gov>
Subject: [EXTERNAL] Re: Henderson Street

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Chanique, good morning,
 The Robert Mills Historic District already has toppers for the neighborhood on its streets. These were designed and voted on by the neighborhood association 7 years ago, and paid for by neighborhood donations, and grants from the City and County. How are these considered in this process?

Elizabeth Marks
 (803)315-8704
 Sent from my iPhone

On Oct 7, 2021, at 4:13 PM, Belton, Chanique J <Chanique.Belton@columbiasc.gov> wrote:

Good Afternoon-

There currently is an application for an Honorary Street Naming (topper that is posted above standard city street signs) for a block or two on Henderson Street. This application request does not change the street name, which will not affect any one's property.

I hope this answers any questions.

All the best
 Chanique

<image001.png>

Chanique J. Belton, MPA
 Executive Assistant
 City Council
 City of Columbia

1737 Main Street, Columbia, SC 29201
Chanique.Belton@Columbiasc.gov
 Phone: 803-545-3061/803-545-3546
 Cell: 803-315-9882
 ColumbiaSC.net

From: Moore, Amy
Sent: Thursday, September 30, 2021 2:46 PM
To: 'Elizabeth Marks (emarksinc@bellsouth.net)' <emarksinc@bellsouth.net>
Cc: Belton, Chanique J <Chanique.Belton@columbiasc.gov>; Chambers, Johnathan E <Johnathan.Chambers@columbiasc.gov>
Subject: Henderson Street

Hey Elizabeth,
 I got your voicemail today. Not sure exactly what the folks in your n'hood are proposing but if they simply want to do an honorary naming, not a big deal. It's just adding an extra little sign above the existing street sign—you've probably seen these all around the City. That's as much as I know but Chanique Belton is the contact for these requests and I have copied her here so she can inform you more fully. However, if they want to do a permanent re-naming of two blocks, that's a bigger deal. I'm not sure it's doable first of all and second, there's a process attached which involves Planning Commission. Johnathan Chambers is the contact in that instance and he is copied here too.

Hope you're well!

Amy

|

<image002.jpg>

Amy E. Moore, Principal Planner/Historic Preservation
Planning and Development Services

1136 Washington Street, Columbia, SC 29201

Phone: 803-545-3335

columbiaplanning.net

The City of Columbia preservation staff is now sending out quarterly newsletters and special event announcements through our Preservation mailing list. If you would like to be included on our mailing list to receive this correspondence please send an email to preservation@columbiasc.net to say "Include Me".

RESOLUTION NO.: R-2021-129*Approving the Honorary Naming of Lady Street between Huger Street and Pulaski Street
"Kay Kaplan Thigpen Way"*

WHEREAS, Kay Kaplan Thigpen and her husband, Jim co-founded Trustus Theater in 1985; and,

WHEREAS, Trustus Theater was originally located on Assembly Street and moved to its current home located at 520 Lady Street in the Vista in 1989, where it became a premier professional theater company and has played a vital role in the arts and entertainment scene in Columbia; and,

WHEREAS, Trustus Theater was awarded the Governor's Award for the Arts in 2000 and the South Carolina Theater Association's Theater of Distinction in 2014; and,

WHEREAS, Kay Kaplan Thigpen has left a legacy that will continue to benefit the Columbia arts community for years to come; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the Lady Street between Huger Street and Pulaski Street "Kay Kaplan Thigpen Way." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Mayor Benjamin

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

APPLICATION



We Are Columbia



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

Beth E. Bernstein

Applicant Signature*

beth@bblawsc.com

E-mail Address

Beth Bernstein

Print Name

1019 Assembly Street, Columbia, SC 29201

Mailing Address

803-799-7900

Phone Number

10.11.2021

Date

Check and initial acknowledging application requirements.

- ☒ 66 Signage wording cannot exceed twenty-six characters
- ☒ 66 Any changes to initial request must be made no more than 20 days prior to ceremony in writing
- ☒ 66 Signage wording and resolution will be finalized 15 days prior to ceremony
- ☒ 66 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:

Kay Kaplan Thigpen

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.

Geddes Street between Huger and Pulaski Street where Trustus Theater is located OR
Lady Street between Huger and Pulaski Street.

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community: See attached obituary and other news articles.

4. Location, date and time of unveiling ceremony:

TBD - would request that it be prior to the end of the year.

5. Council Member Sponsor:

Name: STEPHEN K. BENJAMIN

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

https://www.postandcourier.com/columbia/opinion/further-consideration-kay-thigpens-vision-legacy-for-columbia-theater-is-one-to-endure/article_883a35c8-24a0-11ec-9c37-c3e3331cb243.html

Further Consideration: Kay Thigpen's vision, legacy for Columbia theater is one to endure

BY CINDI BOITER

OCT 6, 2021



Kay Thigpen. Provided.

MOLLY HARRELL

When my husband and I moved back to the Midlands from Washington, D.C., in 1986 the fledgling Trustus Theatre was one of the first of Columbia's cultural offerings to surface on our radar.

There wasn't a lot going on back in the late '80s as most of us were still traumatized by big hair, parachute pants, and Reagan. There were a few stalwart restaurants, a few packed bars — nothing to compare to the entertainment and nightlife we had just left behind.

But that was OK. We were turning 30 and starting a family — two children sixteen months apart — so our priorities had recently morphed into rewatching a small inventory of David the Gnome on TV and excursions to the grocery store to pile buggies full of Pampers and baby food jars.

But on the odd night when we could remember our pre-parent selves we would yearn to shower and put on clean clothes and venture out into the world for some kind of stimulation that would make us laugh or think or sit in wonder. And we always got that from Trustus Theatre.

This was the purpose of Trustus — and the reason Kay and Jim Thigpen founded it in 1985 — to give Columbia audiences a place where our minds and spirits could grow up and out of the routine and pedestrian boundaries of everyday life and into selves that were more fully realized. More human in all the ways one can be human.

And it was successful.

Trustus Theatre battled growing pains, money problems, a sometimes-intimidated community that didn't always understand or appreciate what went on inside that dark performance space on Lady Street with its cushy chairs and free popcorn. As it persisted, it grew into the most adventurous, innovative, and ground-breaking institution in the city, if not the state.

Kay Thigpen died on Sept. 20 leaving behind a theatre that was already recently rocked by the departure of the Thigpen's long-time protégé and heir apparent, Chad Henderson. Kay's husband, arts partner, and fellow visionary, Jim, had previously died in 2017. (Full disclosure: Henderson is this writer's son-in-law.)

The two weeks since Thigpen's death have been filled with the kind of community grief only an icon can compel.

In the remembrance of Thigpen that Henderson penned for an upcoming issue of Jasper Magazine, he writes about Thigpen's beloved yet hard to interpret idiosyncrasies, her unwillingness to suffer fools, and her belief that the smartest and best parts of us, as Columbians, would ultimately prevail.

"As the lights shine on the marquees outside of Trustus Theatre, Kay and Jim are the power making that magic happen," he writes. "It's like the kids standing outside of Willy Wonka's factory: something is going on in that building. Something that started 37 years ago with boldness, confidence, and a belief in this city. They expected more of Columbia artists and audiences, and they gave it to us."

The legacy that Kay Thigpen left behind was her vision for what theatre could be in the place that she embraced as her home.

As we learn to move on as an arts community without her honesty, constant presence, and support it is important that we not only acknowledge but sustain her legacy.

Yes, there is a building called Trustus Theatre, but the lessons learned and dreams fulfilled that make up the vestiges of Kay and Jim Thigpen cannot be contained within its four walls with its new roof and air conditioner. So many artists and audience members gave their talent and trust to the Thigpens that, together, they built not only a theatre but they also created an ethos for professional theatre artists and their progressive audiences to follow.

Sustaining the Thigpen legacy means not starting over with a clean slate because there is no such thing as a clean slate.

Dewey Scott-Wiley has generously stepped up as interim arts director, a role she previously played for three seasons, to help the theatre make the transition to new leadership, and that's a good thing. Scott-Wiley has the intellectual chops and emotional aptitude to understand what needs to be done and what needs to continue in the same vein Kay and Jim intended.

In moving forward, Scott-Wiley and the faithful members of her board of directors must remember that the Thigpen era is more than a blip in the history of Columbia theatre—it is the whole damn picture.

Sustaining the legacy of Kay Thigpen means building on her vision for the institution that she and Jim built. Improvements are fine, but renovations are unnecessary.

Cindi Boiter is a writer, editor and arts advocate. She is the founding editor of Jasper magazine and the Fall Lines literary journal and the executive director of The Jasper Project.



Kay Kaplan Thigpen

Kay Kaplan Thigpen (7/24/1941-9/20/2021) was co-founder of Trustus Theatre along with her late husband Jim. She died on September 20, 2021 at the age of 80. She is succeeded in life by her children Lori Brown (Janet Brabham); Marc Brown (Betsy) ; Erin Thigpen Wilson (Laurens); and grandson Max Brabham.

Born at the Hunts Point Hospital in the Bronx, Kay lived her life to the fullest. She graduated from Columbia College with BA in English, and then earned a MA in Library Sciences from UofSC. She taught school for 20 years at Meadowfield, Lower Richland, Columbia High, Webber (Columbia, SC) and St. John's High (Darlington, SC). She also was a librarian at Norwood-Norfolk in upstate NY, and tried her hand at retail at the House of Fabrics.

In 1985 with an empty nest, a second mortgage, and a place reserved in the Vista known as The Beat - Trustus Theatre was launched in a walk-up on Assembly Street. On opening night, there was a bomb-threat called in – and the Thigpen's instantly knew that running a contemporary theatre was going to be anything but boring. The theatre moved to its current home in the Vista in 1989, and for the next 27 years the Trustus family worked tirelessly to position the theatre as the premier professional company that it is today. Trustus was awarded the Governor's Award for the Arts in 2000 and the SC Theatre Association's Theatre of Distinction Award in 2014. As the managing director of the theatre, Kay was the last one that directors wanted to ask for a "few extra dollars in the budget." "Jim and Kay made me gay" was a popular catchphrase at the theatre due to the Thigpen's commitment, love, and support for the LGBTQIA community.

Kay leaves behind a huge theatrical family that spans the world. Near her retirement, Kay's interests steered from managing Trustus to being an obsessed grandmother – a passion that led her to tattoo "Max" on her wrist.

There will be a memorial service at Trustus Theatre at a later date. In lieu of flowers, please donate to Trustus Theatre.

South Carolina Cremation Society is assisting the family. Family and friends may sign the online guest book at www.southcarolinacremation.com

Belton, Chanique J

From: BARTON WALRATH <wallycom@aol.com>
Sent: Sunday, November 14, 2021 8:30 AM
To: Garrick, Skot A
Cc: Belton, Chanique J
Subject: [EXTERNAL] Re: Designating Portion of Street for Kay Thigpen Way

You don't often get email from wallycom@aol.com. [Learn why this is important](#)

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Thanks for this opportunity Skot,

I am honored to support renaming a street in the Vista to recognize Kay Thigpen's contributions to the Arts in Columbia.

We moved to Columbia in the mid 1990's and soon discovered Trustus Theater, a true gem in Columbia's arts and entertainment scene. It was not until later that we learned of Kay's efforts that had started a decade earlier to establish and nurture the now premier professional theater company. Kay much deserves lasting recognition to honor her tireless efforts and accomplishments. I suggest renaming Geddes Street in her honor.

Sincerely,

Bart Walrath
 President - Vista Neighborhood Association

On Nov 12, 2021, at 11:36 AM, Garrick, Skot A <Skot.Garrick@columbiasc.gov> wrote:

Mr. Walrath,

Thank you for taking my call just now. Equally, thank you for your measure of support by sending us a letter or statements in regards to Kay Thigpen and her contributions to Columbia's Cultural landscape and the Vista area.

Mayor Steve Benjamin and House Representative Beth Bernstein are working in conjunction to honor Kay Thigpen through this street re-naming, as shown in this portion of an e-mail to staff from Mayor Benjamin:

I'm copying city staff about our discussion of a potential honorary street renaming honoring the late Kay Thigpen.

I'd be honored to sponsor it to recognize her many years of service to Columbia and the arts through her service at Trustus theatre.

The street renaming will be in an area close to the Trustus Theatre in the Lady Street Pulaski Street area.

Please feel free to reach out to me if you have any questions in regards to this.

With our greatest thanks,

Skot Garrick

Skot Garrick

Communications Director-Office of the Mayor

1737 Main Street, Columbia SC 29201

803-318-0024

Skot.Garrick@ColumbiaSC.gov

<image001.jpg>

Stay Safe - Stay Resilient - Get Vaccinated!

RESOLUTION NO.: R-2021-136

Approving the Honorary Naming of the Corner of Colonial Drive and Willow Street; 3800 Block of Colonial Avenue; Corner of Colonial Avenue and Manse Street; 4100 Block of Colonial Avenue "Milton Kimpson Avenue"

WHEREAS, Milton Kimpson, the son of the late Melton and Ruth Kimpson, grew up as a sharecropper along with his three siblings in Calhoun County, South Carolina. The Kimpson children subsequently helped purchase a home for their parents located at 2216 Manse Street. Mr. Kimpson later bought his own home located at 2233 Manse Street and lived there until his death on January 30, 2021; and,

WHEREAS, Mr. Kimpson had a life-long commitment to education. He earned degrees from Benedict College as well as University of Wisconsin, Syracuse University, University of Miami and University of Georgia. He served as a mathematics and science teacher and guidance counselor at the historic Booker T. Washington High School and principal at Lyon Street Elementary School and Carver Elementary School in Richland School District One. He later became one of the first African-American supervisors of elementary education at the South Carolina Department of Education; and,

WHEREAS, Mr. Kimpson fostered better relationships among persons of different racial, ethnic and religious backgrounds as the first Executive Director of the Greater Columbia Relations Council of the Columbia Chamber of Commerce from 1970 to 1979.

WHEREAS, Kimpson held various positions for the State of South Carolina to include Executive Director of Health, Education and Human Services, Chairman of South Carolina Workers' Compensation Commission, Associate Commissioner to the South Carolina on Higher Education and Deputy Commissioner for Program Services at the South Carolina Department of Corrections; and,

WHEREAS, Mr. Kimpson was a member of many professional, civic and community organizations to include the South Carolina Advisory Committee to the U.S. Commission on Civil Rights and the North Columbia Eau Claire Rotary Club; and,

WHEREAS, Mr. Kimpson has received many honors including the Order of the Palmetto, from the governor of South Carolina, Colonel Staff Award from the governor of Mississippi, NAACP (Manning Branch) Man of the Year Award, and honorary doctorate degrees from Benedict College and Wofford College. In 2017, by Joint Resolution of the South Carolina General Assembly, an Interchange at the junction of Highways 126 and 26 was named in his honor; and,

WHEREAS, Mr. Kimpson was married to Wilhelmina Page, a retired educator with Richland County School District One, who continues to live at the family home on Manse Street where they raised their sons: The Honorable Milton G. Kimpson, and administrative law judge, Marc A. Kimpson, a senior accountant/analyst with the South Carolina Public Employee Benefit Authority and State senator, Marlon E. Kimpson, a member of the Legislature and attorney in Charleston, South Carolina; NOW THEREFORE,

BE IT RESOLVED this _____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the Corner of Colonial Drive and Willow Street; 3800 Block of Colonial Avenue; Corner of Colonial Avenue and Manse Street; 4100 Block of Colonial Avenue "Milton Kimpson Avenue." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

LEGAL DEPARTMENT DRAFT

Requested by:

Councilman McDowell

Approved by:

City Manager

Approved as to form:



City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

APPLICATION



We Are Columbia

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

Applicant Signature*

E-mail Address

Print Name

Mailing Address

Phone Number

Date

Check and initial acknowledging application requirements.

- ☒ MMK Signage wording cannot exceed twenty-six characters
- ☒ MMK Any changes to initial request must be made no more than 20 days prior to ceremony in writing
- ☒ MMK Signage wording and resolution will be finalized 15 days prior to ceremony
- ☒ MMK 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



We Are Columbia

HONORARY STREET/FACILITY AND SITE NAMING

1. Name of individual or organization to be honored:

Milton Kimpson

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.

Corner of Colonial Drive and Willow St.; 3800 Block of Colonial
Corner of Colonial Drive and Manor St.; 4100 Block of Colonial

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

4. Location, date and time of unveiling ceremony:

TBD - unveiling at Corner of Colonial Dr. and Manor

5. Council Member Sponsor:

Name: Edward H. McDowell, Jr.; Mayor Benjamin

FOR STAFF USE:

Council Member Sponsor: ☒ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Biographical Sketch/Community Contributions of Milton Kimpson

Milton Kimpson, the son of the late Melton and Ruth Kimpson, grew up as a sharecropper along with his three siblings in Calhoun County, South Carolina. The Kimpson children subsequently helped purchase a home for their parents and the family moved to Columbia to reside at 2216 Manse Street Columbia, South Carolina. Kimpson later bought his own home on this same street at 2233 Manse Street, where he lived until his death on January 30, 2021.

Kimpson had a life-long commitment to education. He earned degrees from Benedict College and the University of Wisconsin. He also studied at Syracuse University, the University of Miami, and the University of Georgia. He served as a mathematics and science teacher, and guidance counselor at the historic Booker T. Washington High School; and Principal at Lyon Street Elementary and Carver Elementary schools in Richland School District One. He later became one of the first African-American supervisors of elementary education at the SC State Department of Education.

Kimpson fostered better relationships among persons of differing racial, ethnic, and religious backgrounds as the first Executive Director of the Greater Columbia Community Relations Council of the Columbia Chamber of Commerce from 1970 to 1979.

In 1979, Kimpson was appointed as the Executive Director of Health, Education and Human Services by the Honorable Richard W. Riley, Governor of the State of South Carolina, where he was responsible for the supervision and administration of the state's efforts in education, health, community services, employment and training. It was during his tenure in this position that Kimpson provided leadership and assistance to the Governor in the passage of the landmark Education Improvement Act of 1984. Governor Riley thereafter appointed Kimpson to the SC Worker's Compensation Commission, where he later served as Chairman. After serving as an Associate Commissioner to the SC Commission on Higher Education, Kimpson retired from state government in 1994 as the Deputy Commissioner for Program Services at the SC Department of Corrections.

He was a member of many professional, civic, and community organizations, including the South Carolina Advisory Committee to the United States Commission on Civil Rights and the North Columbia Eau Claire Rotary Club. He was a member of Saint John Baptist Church, where he was Chairman Emeritus of the Deacon Board and served on the Preschool Education Board Advisory Committee.

Kimpson's commitment and service to Benedict College was unparalleled. He served continuously on the board of trustees for forty one years and also was its vice chairman during his tenure. He was elected to board emeritus status in 2011. During his time on the board, served on various renovation and reorganization committees that spearheaded much of the growth Benedict enjoys today. He was an active member of the Benedict College Columbia Alumni Club for many years. On April 16, 2013, Benedict College recognized Kimpson by naming a campus facility in his honor, the Milton Kimpson Center for Graduate Studies and Continuing Education Building

Among his many honors and awards, Kimpson received the Order of the Palmetto from the Governor of South Carolina, Colonel of the Staff Award from the Governor of Mississippi, Arkansas Traveler Award from the Governor of Arkansas, NAACP (Manning Branch) Man of the Year Award, South Carolina State College Distinguished Service Award, and honorary doctorate degrees from Benedict College and Wofford College. . In 2017, by Joint Resolution of the SC General Assembly, an Interchange at the junction of Highways 126 and 26 was named in Kimpson's honor.

Kimpson was married to the former Wilhelmina Page, a retired educator with Richland County School District One, who continues to live in the family home on Manse Street. They raised three sons, all of whom grew up in the Manse Street neighborhood and attended Richland County School District One schools: the Honorable Milton G. Kimpson, an Administrative Law Judge, Marc A. Kimpson, Senior Accountant/Analyst with the South Carolina Public Employee Benefit Authority, and State Senator Marlon E. Kimpson, a member of the Legislature and attorney in Charleston, SC. There are five (5) Kimpson grandchildren.

RESOLUTION NO.: R-2021-138*Acknowledging the Intent to name the proposed Teaching Kitchen "Deborah Christie Teaching Kitchen"*

WHEREAS, Deborah Christie was born in Heidelberg, Germany and raised in a military environment in various parts of the United States and Europe; and,

WHEREAS, in 1980, Ms. Christie moved to Columbia, South Carolina and began a career with Bank of America as a teller, quickly became a branch manager then served as a Vice President for 18 years; and,

WHEREAS, Deborah Christie served as Executive Director for the Columbia Housing Development Corporation and TN Development Corporation from 1999-2011; and,

WHEREAS, Deborah's expertise in housing redevelopment and educational programs provided her an opportunity to serve as Director of Community Development from 2011 until her untimely passing in May 2016; and,

WHEREAS, Deborah Christie was well known in the community for her hard work and dedication to serving our most vulnerable and low-moderate income population; and,

WHEREAS, some of Deborah Christie's many accomplishments included revitalizing disinvested neighborhoods through providing rehabilitated and newly constructed single-family homes for sale and affordable multifamily housing for rental; and,

WHEREAS, Ms. Christie was instrumental in the development of educational programs to build inter-personal skills and on-the-job training for the under-employed and unemployed; and,

WHEREAS, Deborah Christie also had a vision for providing opportunities for individuals to improve their quality of life by living a healthy lifestyle; and,

WHEREAS, the Teaching Kitchen would be one way to address nutrition and health disparities in designated targeted areas such as the 29203 and 29204 where health disparities are a challenge, and,

WHEREAS, many people, particularly minorities, suffer from hypertension, diabetes, heart disease and obesity; and,

WHEREAS, Deborah Christie understood the importance of facing health challenges through a combination of medical treatments combined with a healthy life style, and;

WHEREAS, Deborah Christie's goal before her passing was to establish a "Teaching Kitchen" to show individuals how to eat healthier, prepare meals with fresh local food selections and work toward better outcomes; and,

WHEREAS, City leadership, staff and residents continue to benefit from the commitment, dedication and impact of Deborah Christie; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2021 that in honor of Ms. Deborah Christie's tireless service and dedication to the City of Columbia and its residents the City commits to naming the proposed Teaching Kitchen after Deborah Christie.

LEGAL DEPARTMENT DRAFT

Requested by:

Councilmember Devine

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

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

Chaque Button for Tameika Isaac Devine
 Applicant Signature*

Tameika.Devine@columbiasc.gov
 E-mail Address

Tameika Isaac Devine
 Print Name

1737 Main Street Columbia, SC 29201
 Mailing Address

803-545-3061
 Phone Number

11/29/2021
 Date

Check and initial acknowledging application requirements.

☒ 83 Signage wording cannot exceed twenty-six characters

☒ 82 Any changes to initial request must be made no more than 20 days prior to ceremony in writing

☒ 83 Signage wording and resolution will be finalized 15 days prior to ceremony

☒ 802 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:

Deborah Christie Culinary Center

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.

Katheryn M. Bellfield Center

211 Grant 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:

TBD

5. Council Member Sponsor:

Name: Tameika Isaac Devine

FOR STAFF USE:

Council Member Sponsor: ☒ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date



MEET THE MAYOR'S FELLOWS



Zoe Doan
Benedict College



Sofia Gomez
Benedict College



Blakely Hardin
University of
South Carolina



Jaheem McLaurin
University of
South Carolina

I. Non-Discrimination Laws**

This category evaluates whether discrimination on the basis of sexual orientation and gender identity is prohibited by the city, county, or state in areas of employment, housing, and public accommodations.

	STATE	COUNTY	MUNICIPAL	AVAILABLE
Employment	00	00	00	55
Housing	00	00	55	55
Public Accommodations	00	55	55	55
SCORE	20 out of 30			
FLEX Single-Occupancy All-Gender Facilities	+0	+0	+0	+2
FLEX Protects Youth from Conversion Therapy	+0	+0	+2	+2

II. Municipality as Employer

By offering equivalent benefits and protections to LGBTQ+ employees, awarding contracts to fair-minded businesses, and taking steps to ensure an inclusive workplace, municipalities commit themselves to treating LGBTQ+ employees equally.

	COUNTY	MUNICIPAL	AVAILABLE
Non-Discrimination in City Employment		77	77
Transgender-Inclusive Healthcare Benefits		0	6
City Contractor Non-Discrimination Ordinance		33	33
Inclusive Workplace		0	2
SCORE	20 out of 28		
FLEX City Employee Domestic Partner Benefits		+0	+1

III. Municipal Services

This section assesses the efforts of the city to ensure LGBTQ+ residents are included in city services and programs.

	COUNTY	MUNICIPAL	AVAILABLE
Human Rights Commission	0	5	5
NDO Enforcement by Human Rights Commission	0	0	2
LGBTQ+ Liaison in City Executive's Office		5	5
SCORE	10 out of 12		
FLEX Youth Bullying Prevention Policy for City Services		+0+0	+1+1
FLEX City Provides Services to LGBTQ+ Youth		+0	+2
FLEX City Provides Services to LGBTQ+ People Experiencing Homelessness		+0	+2
FLEX City Provides Services to LGBTQ+ Older Adults		+0	+2
FLEX City Provides Services to People Living with HIV or AIDS		+0	+2
FLEX City Provides Services to the Transgender Community		+0	+2

IV. Law Enforcement

Fair enforcement of the law includes responsible reporting of hate crimes and engaging with the LGBTQ+ community in a thoughtful and respectful way.

LGBTQ+ Liaison/Task Force in Police Department

Reported 2019 Hate Crimes Statistics to the FBI

	MUNICIPAL	AVAILABLE
LGBTQ+ Liaison/Task Force in Police Department	10	10
Reported 2019 Hate Crimes Statistics to the FBI	12	12
SCORE	22 out of 22	

V. Leadership on LGBTQ+ Equality

This category measures the city leadership's commitment to fully include the LGBTQ+ community and to advocate for full equality.

Leadership's Public Position on LGBTQ+ Equality

Leadership's Pro-Equality Legislative or Policy Efforts

	MUNICIPAL	AVAILABLE
Leadership's Public Position on LGBTQ+ Equality	5	5
Leadership's Pro-Equality Legislative or Policy Efforts	3	3
SCORE	8 out of 8	
FLEX Openly LGBTQ+ Elected or Appointed Leaders	+0	+2
FLEX City Tests Limits of Restrictive State Law	+0	+3

TOTAL SCORE 80 + TOTAL FLEX SCORE 2 =

Final Score 82

CANNOT EXCEED 100

** On June 15, 2020, the U.S. Supreme Court ruled in *Bostock v. Clayton County, Georgia* that sexual orientation and gender identity discrimination are prohibited under federal sex-based employment protections. Nevertheless, it is imperative that localities continue enacting explicitly LGBTQ+-inclusive comprehensive non-discrimination laws since it will likely take additional litigation for Bostock to be fully applied to all sex-based protections under existing federal civil rights law. Moreover, federal law currently lacks sex-based protections in numerous key areas of life, including public spaces and services. Lastly, there are many invaluable benefits to localizing inclusive protections even when they exist on higher levels of government. **For these reasons, the MEI will continue to only award credit in Part I for state, county, or municipal non-discrimination laws that expressly include sexual orientation and gender identity.**

PTS FOR SEXUAL ORIENTATION

PTS FOR GENDER IDENTITY

FLEX PTS for criteria not accessible to all cities at this time.

FOR MORE INFORMATION ABOUT CITY SELECTION, CRITERIA OR THE MEI SCORING SYSTEM, PLEASE VISIT [HRC.ORG/MEI](https://hrc.org/mei). All cities rated were provided their scorecard in advance of publication and given the opportunity to submit revisions. For feedback regarding a particular city's scorecard, please email mei@hrc.org.

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Agilent Technologies (hereinafter referred to as the "Seller"), for Seller to provide certain 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 described in Exhibit B, attached hereto. The description of goods 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 under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew 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; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2022. An option to renew or continue purchasing goods 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. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

4. 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.

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Eighty-Four Thousand, One Hundred Eleven dollars and 44/100, (\$84,111.44) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

6. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes

checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

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

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

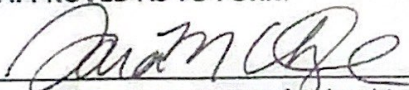
Witness 

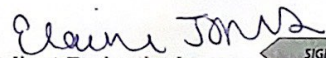
By: _____

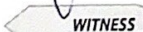
Title: City Manager 

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/24/2021

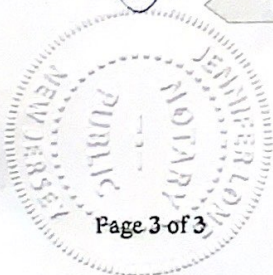

Agilent Technologies 

By:  10-20-21
Witness 

By: Elaine Jones 

Title: Bids Response Specialist

Date: 9/27/2021



JENNIFER LONG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/17/2028

Exhibit A



Agilent Technologies

September 3, 2021

E.S. Etim
Columbia Police Department
715 Bluff Road
Columbia, SC 29201

Dear Mr. Etim,

For laboratories that have generated data and developed custom reports on existing and/or previous Agilent GC and GCMS systems, MassHunter is the only software capable of processing all legacy ChemStation and MassHunter data files. This is the only software capable of acquiring data within MassHunter and then processing the data with either MassHunter or Classic Agilent Chemstation data analysis. MassHunter is also the only software that can input existing Agilent quantitative databases so legacy data files can continue to be quantitated and processed easily and immediately. The refurbished Agilent 8890 GC and 5977B MS, which are listed in Quotation #3686796, comprise the current Agilent GCMS technology that can be controlled by the MassHunter software. This system will allow data to be collected and custom reports generated in a manner consistent with previous systems and is the only system capable of comparing the new data to all legacy data.

Sincerely,

Royce Bramlett
Agilent Account Manager
221 Holcombs Pond Ct
Alpharetta, GA 30022



Mr. Esseabasi Etim
Forensic Chemist
Drug Analysis Laboratory
City of Columbia Police Department
715 Bluff Rd
COLUMBIA SC 29201-4707

Quotation

Quote No.	Create Date	Delivery Time	Page
3686796	08/27/2021	7 Weeks	1 of 6
Contact	Phone no.	Valid to	
Royce Bramlett	404-229-8185	11/25/2021	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	G7076BAR **	1.000 EA	66,898.00 USD	30,104.10-	36,793.90
Agilent Certified Pre-owned 5977B MSD Bundle with stainless steel source. Select option 001 for diffusion pump or 002 for turbo pump. Use with 7890 or 9000 GC. With the following configuration: Ship-to Country : USA Diffusion pump Add ChemStation DA w/ MassH Fam MS for 8890 GC Add Laser Printer Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 45.00 % is applied.					
2000	G3540AR **	1.000 EA	26,725.00 USD	12,026.25-	14,698.75
Certified Pre-Owned 8890 GC. Choice of 1 or 2 channel, S/SL with cap FID, or MSD ready (Option 313 required for QQQ/QTOF interface).I&I included. Add'l accessory options for other configurations. With the following configuration: Ship-to Country : USA 8890_G3540AR_INSTRUMENT_OPT : S/SL 1ch MSD-ready, 120V(161) S/SL 1-channel MSD-ready, 120 volt Installation (44K) Introduction Special discount of 45.00 % is applied.					
3000	G4513A	1.000 EA	9,021.00 USD	1,795.19-	7,225.81



Quotation

Mr. Esseabasi Etim
Forensic Chemist
Drug Analysis Laboratory
City of Columbia Police Department
715 Bluff Rd
COLUMBIA SC 29201-4707

Quote No.	Create Date	Delivery Time	Page
3686796	08/27/2021	7 Weeks	2 of 6
Contact	Phone no.	Valid to	
Royce Bramlett	404-229-8185	11/25/2021	
To place an order. Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L) Special discount of 19.90 % is applied.				
4000	G4514A	1.000 EA	10,615.01 USD	2,112.39-	8,502.62
	7693 Tray, 150 vial includes three removable With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L) Special discount of 19.90 % is applied.				
5000	G3397B	1.000 EA	2,665.00 USD	530.34-	2,134.66
	Ion Gauge Kit for 5977 MSD. For 5977 MSD only. With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 19.90 % is applied.				
7000	G2591B	1.000 EA	3,948.00 USD	785.65-	3,162.35
	Spare Inert Ion Source Assembly (Inert) for 5977/5975/5973 MSD.				



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1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 19.90 % is applied.					
7500	G1033C	1.000 EA	6,285.00 USD	1,250.72-	5,034.28
Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds					
Special discount of 19.90 % is applied.					
8000	H5949A	1.000 EA	417.00 USD	88.40-	328.60
Supplemental Installation One Hour Labor for Chemical Analysis products. Labor only; no travel included. Requires installation - bundled, or as 44N or 44K.					
Special discount of 19.90 % is applied.					


Agilent Technologies

Quotation

Mr. Esseabasi Etim
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1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Gross Amount				: \$	126,574.01
Total Discount				: \$	48,693.04
Net Amount				: \$	77,880.97
Sales Tax				: \$	6,066.03
Total				: \$	83,947.00



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Ask about our attractive payment options and how we can help you acquire the latest innovations while minimizing the upfront costs. Contact your Agilent sales representative today or visit us online at www.agilent.com/en/technology/agilent-financial-solutions to learn why more and more labs are choosing these flexible payment plans and identify which works best for you.

To place an order: Visit www.agilent.com/store to place online orders using a purchase order or credit card and track your order status.

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1-800-227-9770 Option 1		

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit agilent.com/store to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

** The refurbished equipment quoted is subject to prior sale and availability at the time the purchase order is received. This equipment is available on a first come, first serve basis only. In order to increase your chances of obtaining refurbished equipment, you are advised to place your order as soon as possible.

* Quotation Validity: This quotation is valid for 90 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

Visit www.agilent.com/chem

- For Training course information and registration including e-Seminars, select [Education](#).
- For Literature, Application notes, and other information, select [Library](#).
- For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select [Technical Support](#).

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.


Agilent Technologies

Quotation

Mr. Esseabasi Etim
Forensic Chemist
Drug Analysis Laboratory
City of Columbia Police Department
715 Bluff Rd
COLUMBIA SC 29201-4707

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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

The sale of Agilent Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any Supplemental Terms or Occasional Reseller Terms of Sale or other applicable terms referenced herein. The sale of Microplates Products shall be subject to Microplates Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. The sale of Microplates Tooling Products shall be subject to Microplates Tooling Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. All of the above "Terms" as applicable. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will take precedence for those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Products and Services availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

Agilent Payment Method: ACH
Credit card accepted only at the time of order placement.
Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.



Azteca Systems, LLC - Cityworks
 11075 S State St, Suite 24 | Sandy, UT 84070
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-12153-1
 Created Date 10/12/2021

Contact Information

Contact Name:	Carmen Flemming	Prepared By Name:	Jenn Miya
Customer:	Columbia (SC), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	1225 Laruel St Columbia, SC 29201	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Server AMS Premium ELA	1.00	USD 105,000.00
Service Request API License	1.00	USD 0.00
Work Order API Basic License	1.00	USD 0.00
Work Order API Extended License	1.00	USD 0.00
Metrics API License	1.00	USD 0.00
Inspection API License	1.00	USD 0.00
Storeroom ELA License	1.00	USD 0.00
MicroPaver Interface ELA License	1.00	USD 0.00
eURL ELA License	1.00	USD 0.00
Equipment Checkout ELA License	1.00	USD 0.00
Contracts ELA License	1.00	USD 0.00
Cityworks for Excel ELA License	1.00	USD 0.00
AMS Native Mobile Apps ELA License	1.00	USD 0.00
CCTV Interface for PACP ELA License	1.00	USD 0.00
AMS Respond ELA License	1.00	USD 0.00
Web Hooks for AMS	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Citizen Engagement API License	1.00	USD 0.00
Operational Insights for AMS	1.00	USD 0.00
Workload	1.00	USD 0.00
Cityworks Analytics for AMS	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
TOTAL:		USD 105,000.00

Notes

Year 1 Dollar Value	USD 105,000.00	Year 1 Date Range	1/15/2022 - 1/14/2023
Year 2 Dollar Value		Year 2 Date Range	
Year 3 Dollar Value		Year 3 Date Range	

Maintenance Start Date: 1/15/2022 **Maintenance End Date:** 1/14/2023

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

We respectfully request Council's approval for this purchase from Vendor, Azteca Systems, LLC., at the following cost.

Cityworks Software and License Support Renewal	
Base Price	\$105,000.00
SC State Taxes	\$8,400.00
PO Total	\$113,400.00

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



CONTRACT FOR GOODS

This Contract is being awarded using the Sourcewell Contract #091219-THC.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Carolina Environmental Systems, with legal address and principal place of business at 306 Pineview Drive, Kernersville NC 27284 (hereinafter referred to as the “Contractor”), for the purchase of a Heil Python Side Loader with a 2022 Mack LR chassis.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of an Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased under this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed Three Hundred Ten Thousand, Twenty-Five Dollars and Zero Cents, (\$310,025.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract

City of Columbia and Carolina Environmental Systems

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

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #091219-THC**

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

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

1. Sourcewell Contract #091219-THC
2. Cost Proposal, Bidding Schedule and/or Labor Rate Schedule
3. This Contract
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

6. **MISCELLANEOUS**

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

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

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

City of Columbia and Carolina Environmental Systems

Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

City of Columbia and Carolina Environmental Systems

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Carolina Environmental Systems

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

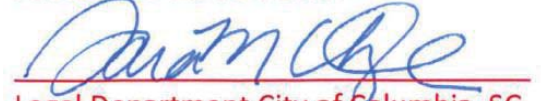
Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

Carolina Environmental Systems

APPROVED AS TO FORM



Legal Department City of Columbia, SC
11/9/2021

Print Signature Date: _____

City of Columbia and Carolina Environmental Systems

List of Exhibits

Exhibit A – Compensation/Rate Schedule/Quotes/Proposals, etc.

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

October 4, 2021

Mr. Billy Bowers
Shop Manager / Fleet Services
City of Columbia
2910 Colonial Drive
Columbia, South Carolina 29203

Reference: Heil Python 28 Eject Automated Side Loader / 2022 Mack LR
Sourcewell (Formally NJPA) Member # 84853

Dear Mr. Bowers:

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
- 2. Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108" Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Controls for Tailgate
16. IFM Controller "In Sight" Diagnostic Display / Lift Cycle Counter
17. Select -O-Pack
18. Auto Lift
19. Arm Rest
20. Back - Up Alarm
21. LED Center Mounted Brake Light
22. LED Duplicate High and low mount stop, Turn and Tail Lights
23. LED Mid Body Turn Signals
24. LED Federal # 108 Clearance and Reflector Lights

25. ICC Reflective Tape
26. Rear Mud Flaps
27. Rear Underride Guard
28. Rear Camera Bracket and Floodlights
29. Body Undercoating
30. Cavity Coat and Joint Sealer
31. Remote Packer Lube Kit
32. Safety Triangle Kit
- 33. Dupont Paint -One Color-Blue # N3056HN / Cab + Chassis: White**
- 34. Hopper Lift and Worklight Kit**
- 35. Grote Smart Lights**
- 36. Hopper Hood**
- 37. Body Side Backing Assist Lights**
- 38. 20 # Fire Extinguisher**
- 39. Tool Box @ Bumper**
- 40. 3" Drain Valve**
- 41. Caution Decal Kit – Lower Tailgate**
- 42. 3rd Eye Camera @ Tailgate + Monitor**
- 43. 3rd Eye Camera @ Grabber**
- 44. 3rd Eye Camera – LH Cab**
- 45. 3RD Eye Camera - Hopper**
- 46. 12 Month Body**
- 47. Fender Extension Kit**
48. Freight

1. Heil Python 28 – Full Eject / 2022 Mack LR \$ 309,525.00/Ea
(Worldwide Mack Specs)

Delivery on the complete truck and body will be approximately **180 Days** after receipt of a confirming purchase order depending on stock truck availability. The Mack is due at the HEIL plant on December 17, 2021.

Please know that all stock ready trucks are quoted subject to prior sale.

In addition, our standard terms of **Full Net Invoice / Delivery** will also apply.

The South Carolina state sales tax of \$500.00 per truck is not included in the above price and should be paid by the City of Columbia, SC to the DMV when licensing the vehicle.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with SOURCEWELL (Formally NJPA) per contract # 091219-THC per for the truck and body.



Heil Environmental

Mobile Refuse Collection Vehicles

#091219-THC

Maturity Date: 11/15/2023

Contact Information



Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Burgess Lane, Ready Truck Manager

Phone: 256-304-2218

Email: blane@doveresg.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Andy Campbell, Supplier Development Supervisor

Phone: 218-895-4145

Email: andy.campbell@sourcewell-mn.gov

Jill Park, Supplier Development Specialist

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

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:

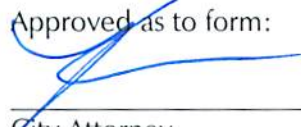
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.
- (4) Small purchases.
- (5) Sole source procurements.
- (6) Emergency procurements.
- (7) Procurement of information technology.
- (8) Leasing of real property for governmental use.
- (9) When purchasing through state contracts.
- (10) When purchasing through cooperative purchasing.

Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012
Final Reading: 1/17/2012

(NJPA)

PUBLIC SOLICITATION PROCESS							
Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewed and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirements. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticetobidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	What types of organizations are represented on the evaluation team?	Who administers contracts once executed?
The National Joint Powers Alliance® (NJPA)	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.		The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

2

(NJPA)

FUNDING				
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.	To whom and how are fees distributed?
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.	"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

3

(NJPA)

The National Joint Powers Alliance® (NJPA)	Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members. NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.	Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.	Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.
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(NJPA)

SUPPLIER MANAGEMENT						
Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Describe supplier training (either initial and/or on-going) based on the following parameters:			
			Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)	What is the frequency of training?

(NJSPA)

PARTICIPATION				
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:		Are public entities required to sign a formal participation agreement? IF NO:
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
		Does the entity pay a fee to participate? If yes, define.	Is the public entity allowed to add terms and conditions to the contract?	
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.		n/a



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **DATE:** 11/18/2021

FROM: Missy Caughman, Budget & Program Management Director/Flood Recovery *MAC*

RE: Disaster Recovery Program Management Contract Extension

We are requesting City Council approval of Extension of Terms for the Disaster Recovery Program Management Services with Landmark Consulting, LLC. Staff has negotiated a combined services fee not to exceed \$635,481 for the specified needs included in the agreement for the extension period through December 31, 2022.

Program	Projected Cost
FEMA PUBLIC ASSISTANCE - 2015 FLOOD RECOVERY	367,230
FEMA PUBLIC ASSISTANCE - COVID 19	8,640
FEMA HAZARD MITIGATION GRANT (HMGP)	41,840
FEMA BRIC	160,000
Subtotal Disaster & Grant Management Services- 2022	577,710
Project contingency - 10%	57,771
Total with Disaster Recovery Services 1/1/2022 to 12/31/2022	635,481

Landmark's staffing plan and associated costs are attached. The disaster recovery program management services agreement supports the City's continuation of the FEMA associated grant programs to include: FEMA Public Assistance (FEMA PA) for the 2015 Flood and COVID 19; the Hazard Grant Mitigation Program (HGMP); grant and the addition of the FEMA Building Resilient Infrastructure and Communities (BRIC) for the Secondary Water source project and Flood Mitigation Assistance (FMA) grant programs. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program and grant.

The professional services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Grant Management and Administration, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal repair project, the services are primarily associated with grant and project closeout for the Flood Recovery Program.

Landmark Consulting, LLC is a W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.

**Columbia Staffing Plan 2021 -22
Disaster Recovery**

Program	Role/Position	# positions	Billable Rate
FEMA/HMGP/BRIC	* Program Executive	1	\$ 250.00
FEMA/HMGP/BRIC	Document Control	2	\$ 75.00
FEMA/HMGP/BRIC	* Controls and Reporting	1	\$ 175.00
FEMA/HMGP/BRIC	* Sr. Project Manager	0	\$ 175.00
FEMA/HMGP/BRIC	Engineering Support	1	\$ 200.00
FEMA/HMGP/BRIC	Compliance Manager III	2	\$ 155.00
Labor Cost			\$ 577,710.00
Expense Cost			
	Travel, operating supplies		\$ -
Project contingency			\$ 57,771.00
Total 2021 - 22 Staffing Plan			<u>\$635,481.00</u>

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 1117-Waste Water Treatment Plant	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 1118-PublicWorks Streets/Culvert	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,840
Phase Name: PW 1123-Debris Removal 91-180 Days	Other Program Management/Close-Out Activ Data Collection & Dissemination	920
Phase Name: PW 1124-Debris Removal 31-90 Days	Other Program Management/Close-Out Activ Data Collection & Dissemination	920
Phase Name: PW 894-Sewer System	Project Payment Requests Preparing PW Versions for Cost Adj. Other Program Management/Close-Out Activ Data Collection & Dissemination	13,270
Phase Name: PW 896-Bentley Drive	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 898-West Columbia Pump Station	Other Program Management/Close-Out Activ Data Collection & Dissemination	4,920
Phase Name: PW 913-Manhole Damage	Data Collection & Dissemination	600
Phase Name: PW 925-Embankment Restoration	Data Collection & Dissemination	600
Phase Name: PW 932-Collection System	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 974-Pump Station Damage	Other Program Management/Close-Out Activ Data Collection & Dissemination	3,680

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW Emergency Response - Bypass Pump	Add'l FEMA/Grantee Docs Requests Project Payment Requests Data Collection & Dissemination	17,320
Phase Name: PW 1152-Water Line Permanent Repairs	Project Cost Reconciliations Other Program Management/Close-Out Activ Data Collection & Dissemination	13,600
Phase Name: PW 1153-Sewer Line Permanent Repairs	Other Program Management/Close-Out Activ Data Collection & Dissemination	5,520
Phase Name: PW 11-Emergency Response	Other Program Management/Close-Out Activ Other Program Management/Close-Out Activ	12,400
Phase Name: PW 855-Lost Creek Drive Bridge	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 1139-Bank Erosion-Destabilized Sewer	Project Cost Reconciliations Program Funding Request Processing Data Collection & Dissemination	8,000
Phase Name: PW 1142- Sewer Line Devine/Gills Creek	Project Payment Requests Other Program Management/Close-Out Activ	20,400
Phase Name: PW 1137-Manhole Erosion	Project Payment Requests Project Cost Reconciliations Project Payment Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	38,000
Phase Name: PW 869-Utilities	Project Payment Requests Project Cost Reconciliations Project Cost Reconciliations Other Program Management/Close-Out Activ Data Collection & Dissemination	36,800

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 873-Water Damage		37,320
	Project Payment Requests	
	Project Cost Reconciliations	
	Project Payment Requests	
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 1138-Exposed Waterline Ardincaple/Ayr		38,040
	Project Payment Requests	
	Project Cost Reconciliations	
	Project Cost Reconciliations	
	Preparing PW Versions for Cost Adj	
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 1144-Riverfront Park Repairs		51,000
	Project Payment Requests	
	Project Cost Reconciliations	
	Project Payment Requests	
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 289-Columbia Canal		9,200
	Project Payment Requests	
	Data Collection & Dissemination	
Phase Name: Subconsultants		48,000
FEMA PUBLIC ASSISTANCE - 2015 FLOOD RECOVERY		367,230
Phase Name: PW 105-PPE		5,560
	Project Payment Requests	
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 114-Meals		3,080
	Add'l FEMA/Grantee Docs Requests	
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
FEMA PUBLIC ASSISTANCE - COVID 19		8,640

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 100 - Columbia Washington Square Gen		3,680
	Other Program Management/Close-Out	
	Activ	
	Data Collection & Dissemination	
Phase Name: PW 194 - Commercial Property Acq.		4,920
	Other Program Management/Close-Out	
	Activ	
	Data Collection	
Phase Name: PW 203 - Metro WWTP Flood Protection		7,400
	Other Program Management/Close-Out	
	Activ	
	Data Collection & Dissemination	
Phase Name: PW 269 - Columbia Substantial Damage Acq		4,920
	Other Program Management/Close-Out	
	Activ	
	Data Collection & Dissemination	
Phase Name: PW 270 - Columbia Property Acq.		4,920
	Other Program Management/Close-Out	
	Activ	
	Data Collection & Dissemination	
Phase Name: Subconsultants		16,000
FEMA HAZARD MITIGATION GRANT (HMGP)		41,840
Phase Name: BRIC		
FEMA BRIC		160,000
Subtotal Disaster & Grant Management Services- 2022		577,710
Project contingency - 10%		57,771
Total with contingency		635,481

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 1117-Waste Water Treatment Plant	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 1118-PublicWorks Streets/Culvert	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,840
Phase Name: PW 1123-Debris Removal 91-180 Days	Other Program Management/Close-Out Activ Data Collection & Dissemination	920
Phase Name: PW 1124-Debris Removal 31-90 Days	Other Program Management/Close-Out Activ Data Collection & Dissemination	920
Phase Name: PW 894-Sewer System	Project Payment Requests Preparing PW Versions for Cost Adj. Other Program Management/Close-Out Activ Data Collection & Dissemination	13,270
Phase Name: PW 896-Bentley Drive	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 898-West Columbia Pump Station	Other Program Management/Close-Out Activ Data Collection & Dissemination	4,920
Phase Name: PW 913-Manhole Damage	Data Collection & Dissemination	600
Phase Name: PW 925-Embankment Restoration	Data Collection & Dissemination	600
Phase Name: PW 932-Collection System	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 974-Pump Station Damage	Other Program Management/Close-Out Activ Data Collection & Dissemination	3,680

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW Emergency Response - Bypass Pump	Add'l FEMA/Grantee Docs Requests Project Payment Requests Data Collection & Dissemination	17,320
Phase Name: PW 1152-Water Line Permanent Repairs	Project Cost Reconciliations Other Program Management/Close-Out Activ Data Collection & Dissemination	13,600
Phase Name: PW 1153-Sewer Line Permanent Repairs	Other Program Management/Close-Out Activ Data Collection & Dissemination	5,520
Phase Name: PW 11-Emergency Response	Other Program Management/Close-Out Activ Other Program Management/Close-Out Activ	12,400
Phase Name: PW 855-Lost Creek Drive Bridge	Other Program Management/Close-Out Activ Data Collection & Dissemination	1,220
Phase Name: PW 1139-Bank Erosion-Destabilized Sewer	Project Cost Reconciliations Program Funding Request Processing Data Collection & Dissemination	8,000
Phase Name: PW 1142- Sewer Line Devine/Gills Creek	Project Payment Requests Other Program Management/Close-Out Activ	20,400
Phase Name: PW 1137-Manhole Erosion	Project Payment Requests Project Cost Reconciliations Project Payment Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	38,000
Phase Name: PW 869-Utilities	Project Payment Requests Project Cost Reconciliations Project Cost Reconciliations Other Program Management/Close-Out Activ Data Collection & Dissemination	36,800

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 873-Water Damage	Project Payment Requests Project Cost Reconciliations Project Payment Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	37,320
Phase Name: PW 1138-Exposed Waterline Ardincaple/Ayr	Project Payment Requests Project Cost Reconciliations Project Cost Reconciliations Preparing PW Versions for Cost Adj Other Program Management/Close-Out Activ Data Collection & Dissemination	38,040
Phase Name: PW 1144-Riverfront Park Repairs	Project Payment Requests Project Cost Reconciliations Project Payment Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	51,000
Phase Name: PW 289-Columbia Canal	Project Payment Requests Data Collection & Dissemination	9,200
Phase Name: Subconsultants		48,000
FEMA PUBLIC ASSISTANCE - 2015 FLOOD RECOVERY		367,230
Phase Name: PW 105-PPE	Project Payment Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	5,560
Phase Name: PW 114-Meals	Add'l FEMA/Grantee Docs Requests Other Program Management/Close-Out Activ Data Collection & Dissemination	3,080
FEMA PUBLIC ASSISTANCE - COVID 19		8,640

Disaster Recovery Services 2022

Program	Task/Activity Name	Projected Cost
Phase Name: PW 100 - Columbia Washington Square Gen		3,680
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 194 - Commercial Property Acq.		4,920
	Other Program Management/Close-Out Activ	
	Data Collection	
Phase Name: PW 203 - Metro WWTP Flood Protection		7,400
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 269 - Columbia Substantial Damage Acq		4,920
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: PW 270 - Columbia Property Acq.		4,920
	Other Program Management/Close-Out Activ	
	Data Collection & Dissemination	
Phase Name: Subconsultants		16,000
FEMA HAZARD MITIGATION GRANT (HMGP)		41,840
Phase Name: BRIC		
FEMA BRIC		160,000
Subtotal Disaster & Grant Management Services- 2022		577,710
Project contingency - 10%		57,771
Total with contingency		635,481



November 19, 2021

Missy Caughman
City of Columbia
Flood Recovery Manager
1136 Main St., Suite 504
Columbia, SC 29201

RE: Landmark Team Flood Recovery Program 2022 Staffing Plan

Dear Mrs. Caughman,

I am providing our 2022 Staffing Plan for your consideration. This plan identifies the positions, rates, and expenses necessary to continue grants management and compliance for the City of Columbia beginning January 2022 through December 2022.

Under this plan, the Landmark Team and our subconsultant the Plexos Group, will support the city in its continued flood recovery efforts. Specifically, the Landmark Team will continue to manage your FEMA Public Assistance and Hazard Mitigation grant programs for flood-related repairs to infrastructure and facilities (coordinate with SCEMD and FEMA to finalize all PWs, seek appropriate reimbursements, continue closeouts of PWs, ensure adequate documentation, etc.). We will also manage the COVID-19 response and post award activities associated with the BRIC (Building Resilience Infrastructure and Communities) grant.

We look forward to assisting the city in its continued flood recovery efforts in 2022. Please let me know if you need further information about this plan. You can reach me at 504.524.8880 ext. 1000 or through email at keelyt@landmarkconsultingllc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keely C. Thibodeaux".

Keely C. Thibodeaux, AIA, PMP
Principal

Cc: Eric Cassell

CONTRACT

City of Columbia, South Carolina

T.S. Martin Phase II

RFP001-21-22-NMJ

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, 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 Solicitation 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, 2022.

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 **Two Hundred Twenty-Six Thousand Nine Hundred Twenty-Four Dollars and Zero Cents (\$226,924.00)**. This Contract also provides for an additional contingency in the amount of **Two Thousand Two Hundred Ten Dollars and Zero Cents (\$2,210.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

City of Columbia, SC
5/3/2021

1

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Zero Dollars and Zero Cents (\$0.00) 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.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 This Contract.

9.2.2 Scope of Work.

9.2.3 Schedule for Completion of Services.

9.2.4 Compensation.

9.2.5 Business Information Record for Subconsultant/Subcontractor.

9.2.6 Part 15 General Specifications, all of the City of Columbia's Engineering Regulations and Part 20 Specifications for Sodding, Fertilizing and Seeding.

9.2.7 Master Schematic Plan.

9.2.8 Payment and Performance Bond.

9.2.9 Conditions of Federal Funding and Fair Labor Standards.

9.2.10 Addenda number 1 and 2, inclusive.

9.2.11 Request for Proposal

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 RFP preparation, pre-proposal conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Contractor
AAS Specialty Contractors

BY Jane Plante

City of Columbia, SC
5/3/2021

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
10/28/2021

(CORPORATE SEAL)

Attest

Spencer J. Peterson

Address for giving notices:

1224 Two Notch Rd.

Lexington, SC 29073

Date: _____

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Detail Fence, LLC		Fencing	\$108,639.00	47.4 %	--	--
				%		
				%		
				%		
				%		
				%		

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 \$ 108,639.00

TOTAL CONTRACT AMOUNT: \$ 229,134.00

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

Business Name: - AOS Specialty Contractors, Inc.

Representative Name/Title: Jane Plante, Vice President

Date: November 11, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Detail Fence, LLC
Company Name

160 Cassola Drive
Physical Address

Same as above
Mailing Address

Lexington, SC 29073
City/State Zip Code + 4

(803) 445-8904 ()
Phone number Fax number

John Lucas Shannon Jackson
Primary Contact Name Secondary Contact Name

detailfence@gmail.com detailfence@gmail.com
Primary Contact Email Address Secondary Contact Email Address

46-5458376
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() ()
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Stantec Consulting Services, Inc.
Finlay Park Design Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-21-22-KDD
Finlay Park Design Services.

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 Stantec Consulting Services, Inc., (hereinafter referred to as the “Consultant”), to provide professional design services for Finlay Park for the City of Columbia, SC.

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

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

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

Stantec Consulting Services, Inc.
Finlay Park Design Services

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 three (3) years, with the option to extend work for two (2) additional one-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 Consultant 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 Consultant under this Agreement shall not exceed One Million, Five Hundred Thousand Dollars and No/100 (\$1,500,000.00).

Owner will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed One Million, Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) **unless written approval is authorized by the City.**

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

Stantec Consulting Services, Inc.
Finlay Park Design Services

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the service(s) for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

Stantec Consulting Services, Inc.
Finlay Park Design Services

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list 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, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and

Stantec Consulting Services, Inc.
Finlay Park Design Services

economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the 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>N/A</u>	%
MBE	<u>22.00</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

Stantec Consulting Services, Inc.
Finlay Park Design Services

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

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

8. **INDEMNIFICATION & INSURANCE**

- A. The Consultant 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.

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Workers Compensation Insurance: The Consultant 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 Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this 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

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

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this 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 Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of

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Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants 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 Consultant and pay any costs relating to same.

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

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

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant 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 Consultant 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

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which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this 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

Stantec Consulting Services, Inc.

Name: David Beaty
Title: Principal
Address: 1411 Gervais Street, Suite 325
Columbia, SC, 29201
Phone: 803-261-7942
Fax: N/A
Email: davidbeaty@stantec.com

16. CONSENT DECREE - Non-Applicable

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

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- reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting 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 Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of

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its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this 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 Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant 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 Consultant.

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- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 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.

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

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

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

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

Stantec Consulting Services, Inc.
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Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
11/5/2021

STANTEC CONSULTING SERVICES, INC.

Richard A. Day
Vice - President
Print: Name/Title

[Signature]
Signature

Date: Nov. 9, 2021

(Corporate Seal)

Attest

[Signature]
Signature



Date: 11/9/21

Stantec Consulting Services, Inc.
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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A – SCOPE OF SERVICES

Project Assumptions:

1. This proposal includes the design and construction documents of the schematic master plan dated 0524-2021 provided by the City of Columbia and does NOT include the Whitewater Outpost building and associated new improvements.
2. There will be no public meetings of any kind in the basic scope of services. Stantec can provide this service, if the city determines it is needed.
3. It is assumed that a Traffic Impact Analysis will not be required and has not been included in this scope of work.
4. We have assumed no wetlands are present on the park property and we have not included a wetland delineation or determination in this proposal.
5. It is our Teams understanding that the park's parcels (TMS#'s) will remain the same and the city will address any updates and/or consolidation at a later date if needed.
6. We have assumed no permissions are required from the Federal Government for the parcel abutting Laurel Street.
7. Complete Street Design has not been included in this proposal for Taylor, Laurel, Assembly or Gadsden Streets.
8. It is our understanding that the overhead power lines along Gadsden Street will be either relocated by Dominion Energy or placed underground.
9. Demolition of structures and existing site elements within the Whitewater Outpost limits are part of this scope of services.

Project Scope:

Based upon our understanding of the project scope, our Stantec Team will provide the Scope of Services described below.

- a. Park Improvements
 - i. Design of the open space/event lawns, renovation of the Finlay Park Fountain, waterfall, cascades, and pond with new stream amenity, destination playground, spray play, all plaza's, paths, site walls (hillsides and assumed seat wall opportunities), landscape, irrigation, water, sewer, stormwater, site electrical, locate art/sculpture locations, site furnishings, and signage
- b. Stage
 - i. The design and development of a new events stage tucked into the hillside. Approximately 4,000 to 5,000 SF
- c. Whitewater Amenity Shelter
 - i. The design and development of a new amenity shelter that will support the programming for the Whitewater Outpost and the City. For purposes of this proposal, we have assumed outdoor covered structured w/ serving area, warming kitchen and seating. Approximately 4,000 to 5,000 SF.
- d. Restrooms/Ranger Station
 - i. The design and development of a new restroom/ranger station that will be sited along the hillside adjacent to Laurel Street. For purposes of this proposal, we have assumed outdoor covered structured seating, restrooms and ranger/office space for City Staff. Approximately 2,200 to 2,800 SF.
- e. Restrooms/Park Structure
 - i. The design and development of a new restroom/outdoor pavilion and mechanical room for spray play that will be sited close to destination playground. For purposes of this proposal approximately 3,200 to 3,800 SF.

Subconsultants:

To perform all the tasks required, Stantec will utilize the services of several local subconsultants:

1. Civitas, Inc. –park design
2. LS3P/Johnson & King and Buford Goff & Associates- architecture, building structural and mechanical/electrical and plumbing for buildings.
3. Buford Goff & Associates – site electrical
4. Chao and Associates -survey, site structural, site civil, and permitting
5. F&ME –geotechnical design and environmental hazardous building material assessments, and special inspections

6. W.P. Law Inc. – aquatic water feature design, irrigation and permitting
7. Brownstone Construction Group – cost estimate review and construction administration
8. Aiken Cost Estimating – estimate of probable costs

Task 1 – Survey

Chao and Associates shall perform survey of the subject parcel to record the existing site conditions. A boundary survey will be prepared of the park perimeter. The internal parcel lines will be included as shown on the County's GIS or other reference information obtained from the city or the courthouse. A topographic survey will also be performed to record the existing conditions and will become the basis of design for the project. The survey shall accurately locate all existing conditions including all trees sizes and species per code requirements. Contour interval will be 1'. The survey will be horizontally referenced to SCSPCS and the vertically referenced datum will be NAVD88. We will call SC811 to located existing utilities prior to performing the survey. Underground utilities will be included as evidenced by physical features, as marked/painted by others, or as shown on record drawings furnished by the city or utility owners.

Deliverables:

- Survey (AutoCAD and PDF)

Task 2 – Project Kickoff and Site Meeting

Prior to beginning any design work, the design team will meet with City Staff and key stakeholders. This meeting is extremely important as it sets the direction for the upcoming design effort. Our team will review all available base information and discuss the ultimate goals and objectives for the park. The subsequent tasks included in this phase of the project are anticipated to include:

A. Kickoff-Meeting:

The Stantec design team will attend and facilitate a project kickoff meeting with the city. At this first meeting we anticipate that the project team will be able to meet the Client to review the recent Schematic Master Plan completed by the city, discuss the P3 Partnership Outpost and overall goals, expectations, and objectives of the technical design process. It will be important to involve the P3 Partnership representatives at this meeting to begin coordination between the teams.

Anticipated discussion items may include:

- Programming objectives for the park structure and spaces
- Schedule
- Coordination meetings as the design progresses

B. Site Meeting/Data Collection:

In addition to the formal meeting, our team would anticipate walking the park with all in attendance to review the Schematic Master Plan provided by the City in the field. This will allow all parties to be able to assess/evaluate the recent site plan in the field and also evaluate existing conditions as they are today before the team moves into Site Design Validation and Schematic Plans.

Deliverables:

- Meeting minutes with site documentation
- Design Schedule with milestone dates
- Project meeting schedule

Task 3 – Design Development

A. Schematic Site Design Validation:

The design team will review all aspects of the current Schematic Master Plan as well as existing conditions of Finlay Park. We will review the overall pedestrian flow of the park linking all the various amenities to each other. We understand the complex terrain and steep slopes that exist in the park and will analyze the challenges and opportunities to make all park amenities ADA accessible. The design team will also examine the potential place making strategies and expectations that is presented in the Schematic Master Plan and make appropriate recommendations.

At the end of Design Validation phase the design team will present our findings to the city and will begin refining the design of Finlay Park in the Design Development phase.

B. Schematic Architectural and Destination Playground/Spray Play:

Before our team proceeds into 50% construction documents, we will provide schematic design services for the buildings identified in the Schematic Master Plan and the playground/spray play. This will be important to understand the design/aesthetics and material options before transitioning designs into 50% documents.

Programming: Our team will meet with the City and P3 Partnership to confirm programming elements/requirements for each building and use area. Through this meeting, we will confirm budgets of each bldg. and area as well.

Schematic Plan Review Meeting: We will attend a review meeting with the Client to review the schematic plans **(2 Client Meeting Estimated)**. Before finalizing our schematic design set, we will have received approvals from the City to move forward. (Some team members may be able to participate virtually with the scheduled meetings.)

Develop of site plans and layout plans that refine detail for both site and architecture. Schematic Design set may include:

- General cover sheets and notes,
- Existing site conditions/survey
- Demolition plans
- Conceptual grading and utility plan
- Site plan and improvements
- Schematic hardscape details/precedent images
- Schematic Playground/spray play
- Schematic Water feature(s)/pond
- Plant Massing's
- Wall sections,
- Architectural elevations/floor plans
- Structural concepts
- MEP and lighting system concepts (narrative/cut sheets)
- Irrigation system concepts (narrative/cut sheets)
- Wayfinding and Site Furnishing concepts
- Draft Specifications (list/narrative)
- 3D graphics to support/convey Architectural/site improvements.

We will submit a PDF set of plans to the city of internal review and to our teams cost estimator to begin their effort.

Once the City and estimator has completed their reviews, the Design Team will meet with City Staff to present the schematic drawings and estimate of cost. Our team recommends scheduled team meetings (virtual) to occur with Client.

We anticipate this meeting will define any alternates or phasing for the park as we move into 50% construction documents.

Once we have set the direction of the plans, our team will begin our coordination with the regulatory agencies to include, SCDOT, City of Columbia planning and zoning, DDRC, City Engineering and DHEC.

Upon the City approving schematic plan set, we will engage our geotechnical to begin preliminary exploration.

C. Preliminary Geotechnical Exploration:

Consultant will perform a reconnaissance level geotechnical exploration during schematic development. The purpose of the preliminary exploration will be to try to establish a broad understanding of the subsurface conditions at the site. The Consultant will approximate soil properties and provide an indication about whether on-site soils can be reused as structural fill. The preliminary exploration will establish seismic site classification and will form the basis for selection of building foundation concepts.

D. Environmental Hazard Assessment:

Consultant shall perform asbestos containing materials (ACM) and lead-based paint (LBP) investigations of the two (2) existing restrooms buildings and the Jazz Café (building adjacent to Laurel Street). It is our understanding that the objectives of the investigation are to identify and assess ACM and LBP that will be encountered and/or impacted by the planned demolition of the subject structures. The investigations will include observation and sampling in both the interior and exterior areas of each of the buildings and will also include investigating the roofing materials associated with each of the structures.

The ACM investigation will include identifying ACM associated with the interior and exterior of the building, including the roof, that will be impacted by the demolition activities; assessing the physical condition of those materials found to contain asbestos; and developing an ACM investigation report of findings that will provide recommendations regarding the proper handling and disposal of any ACM identified.

The LBP investigation will include identifying accessible building components within the interior and exterior of the buildings that have suspect lead-containing paints or coatings that will be impacted by the demolition activities; analyzing these materials on site with our Viken X-Ray Fluorescence (XRF) Portable Analyzer (Model #Pb200i, Serial #1888); and assessing the physical condition of those materials found to contain lead. If LBP is identified during these investigations, then the LBP investigation report will provide recommendations regarding proper handling and/or disposal methods.

Design Schedule:

For purposes of this proposal, we have assumed 2.5-month design process for this task. Our team meetings will be set to occur weekly during this task.

Deliverables:

- *Meeting minutes*
- *Schematic design and specifications PDF (Digital), hard copy, AutoCAD base file.*
- *30% Estimate of Cost*
- *Weekly meetings*
- *Digital/Hard copies of Regulatory submittals/meeting notes*
- *Preliminary Geotechnical Report*
- *Environmental Hazard Assessment*

Task 4 – 50% Construction Documents

Upon approval of Task 3 by the City, the design team will advance the Design Development drawings to 50% Construction Documentation including specifications and an updated Estimate of Probable Costs and schedule.

The Design Development Documents will finalize the details and character of the project in detail. 50% Construction documents to include but not limited to:

Sheets provided in Task 3 and additional sheets may include:

- Tree removal/protection, sedimentation/erosion control, paving, grading, drainage, pavement marking, details and supporting calculations, landscape, hardscape, irrigation design, water features, site electrical, graphic design for way-finding signage, site furnishings and specifications.
- Architectural drawings describing height/scale and mass, floor plans, elevations, sections and initial structural and MEP drawings.
- Design Development estimate of probable cost and updated schedule
- Draft Specifications

- Phasing plan and/or alternates (as established in Task 3)
- Continued review/coordination/meetings with the following regulatory agencies
 - South Carolina Department of Transportation (SCDOT)
 - South Carolina Department of Health and Environmental Control's (SCDHEC)
 - Building Code Enforcement, Fire Marshall and City of Planning and Zoning
 - D/DRC (Design/Development Review Commission) as required.
 - City of Columbia MS4/SCDHEC

Geotechnical Exploration:

Consultant will perform a final geotechnical exploration during development of the 50% CD set. The purpose of the final exploration will be to supplement the preliminary exploration with focus on specific components of the project like hardscape, new buildings, slope modifications, and/or rehabilitation of existing retaining walls. The final exploration will provide recommendations for fill placement and grading, allowable soil bearing capacity, and global stability of slope and retaining wall modifications. The final exploration will also include laboratory testing that refines soil layer properties approximated from the preliminary exploration.

Stantec will meet with Client to review design development set. We propose this review to be in person which will allow us to review the direction of drawings and specs and to gain clarification and direction on any outstanding items of coordination. **(1 Client Meeting estimated)**

The team will revise drawings based on comments received from Client and submit to all regulatory agencies for the first full reviews.

Design Schedule:

For purposes of this proposal, we have assumed 3-month design process for this task. Our team meetings will be set to occur bi-monthly during this task.

Deliverables include:

- *A Digital PDF and Hard Copy of the 50% review set/preliminary TRC submittal including client front end procurement and Project Specifications*
- *Digital and hard copies of all applications/documents submitted to regulatory agencies.*
- *Meeting minutes from team/client coordination meetings*

Task 4a – Regulatory and Permitting

Stantec anticipates plan submittals to the following agencies. These submittals will be made at varying times throughout design.

- A. South Carolina Department of Health and Environmental Control, Bureau of Water and NPDES General Permit to allow land disturbance/NOI. (SCDHEC)
- B. City of Columbia MS4/SCDHEC – land disturbance permit (Assume 3 submittals/reviews)
- C. SCDHEC Construct Water and Wastewater Facilities.
- D. SCDHEC to construct Pools, Type E
- E. City of Columbia Design/Development Review Commission (DDRC) for architectural and planning/zoning approvals. (Assume 2 submittals/reviews)
- F. City of Columbia – Building Permit submittal/approval
- G. Columbia Water for review/approvals of water and sewer services.
- H. SCDOT for encroachments for landscapes, driveways and utilities that may be required.

Task 5 – 90 % Construction Documents

The 90% Construction Documents will refine comments and edits made in Task 4 into bid documents. In this task we will also prepare remaining permit applications and submit to all applicable regulatory and reviewing agencies (local & state).

Construction documents to include but not limited to:

- Civil engineering drawings (tree removal/protection, sedimentation/erosion control, paving, grading, drainage, pavement markings, details and supporting calculations)
- Landscape Architectural drawings to include, specialty hardscapes, landscape, irrigation, site furnishings, signage and playground.
- Architectural drawings
- Structural (building and site)
- Mechanical, building electrical and plumbing drawings

- Site electrical
- Specifications
- Estimate of Probable Cost
- Phasing plan and/or Alternates (as developed in Task 3 and 4)

Stantec will submit a 90% construction set to the Client for their review. Once the comments are received, our team will revise the plans and specifications before final submittals.

Once we receive all comments and approvals back from the Client and regulatory agencies, our team will finalize all drawings and specifications for bidding.

Deliverables include:

- *A Digital PDF and Hard Copy of the 90% review set, client front end procurement documents (Division 0 and 1) and Project Specifications*
- *Digital and hard copies of all applications/documents submitted to regulatory agencies.*
- *Meeting minutes from team/client coordination meetings*

Task 6 – 100 % Construction Documents

Prior to submitting final documents to the city, a final construction review document set will be forwarded to the city and design team members for a final Quality Assurance Meeting. All comments from this meeting will be incorporated prior to the city advertising the project for bid.

This task will include a final estimated cost and coordination with the city regarding bidding documents.

Design Schedule:

For purposes of this proposal, we have assumed a combined 3.5-month design process for tasks 5 and 6. Our team meetings will be set to occur bi-monthly during this task.

Deliverables include:

- *A Digital PDF and Hard Copy of the 100% bidding document set, client front end procurement documents (Division 0 and 1) and Project Specifications*
- *Digital and hard copies of all applications/documents submitted to regulatory agencies.*
- *Meeting minutes from team/client coordination meetings*

OPTIONAL SERVICES

Task 7 – Bidding (Optional)

Stantec can provide bidding and negotiation services as required. Services anticipated for this project include:

- One (1) Pre-Bid Meeting on site. *(A Representative from Stantec will be the only team member in attendance. We have assumed no questions will be answered on site and all contractors must submit questions through City process).*
- Stantec will provide minutes from pre-bid meeting and forward to the city to incorporate into first addendum.
- Provide answers to questions through bidding process. Answers will be provided to the city to incorporate into addendums.
- The team will assist in evaluation of received bids and offer recommendations.
- We assume the city will negotiate and provide their Owner/Contractor agreement to selected contractor.

Task 8 – Construction Administration (Optional)

Our team can assist the Client in Construction Administration. For purposes of this proposal, we have assumed an eighteen (18) month construction schedule. Our team also assumes the City will lead CA services and will notify Stantec when meetings and reviews are required by the design team.

Responsibilities shall include:

- a. Stantec has assumed a total of twenty (20) regular site visits with the Client. Site visits will be attended by appropriate team members depending on items to be reviewed on site.
- b. Stantec and team member Brownstone will NOT perform weekly observation/inspections.
- c. Review and approval of shop drawings and mock-ups as required.

- d. Review and approval of change orders (City will prepare paperwork for Change orders)
- e. Review and approval of request for information and substitutions
- f. Review and approval of submittals (assumes 2 reviews per submittal at maximum)
- g. Review payment applications and provide comments/approval to Client. We assume client will sign payment applications. (Assume 2 reviews per payment at maximum)
- h. Provide observation/field notes after each site visit. Reports to be sent within one week.
- i. Design team will review schedule(s) and offer comments to Client.
- j. Anticipate one (1) substantial walk-thru / punch-list and close out documentation for the Client.
- k. Anticipate one (1) final walk thru.
- l. We have assumed that the Contractor will be responsible for providing final as-built for the preparation of record drawings and closeout documents. Our team will review/approve and assist in receiving approvals by the jurisdiction having authority.

***Task 9 – Construction Testing Service**

Stantec has assumed these services will be the responsibility of the city through a 3rd party.

***Task 10 – SWPPP INSPECTIONS**

Stantec has assumed these services will be the responsibility of the city.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

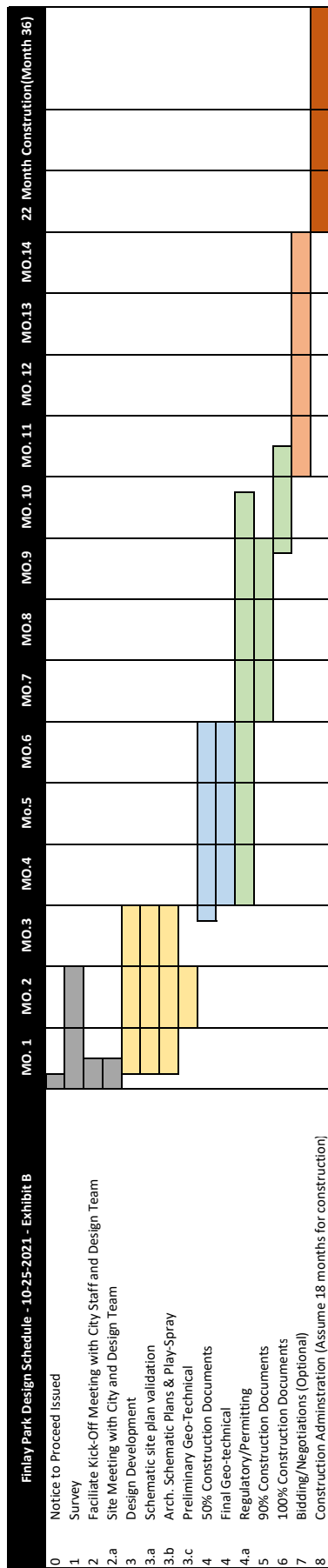


EXHIBIT C - COMPENSATION

This is a Fixed Fee, not to exceed, contract except for items noted otherwise. Stantec will request the Client's authorization prior to increasing the Hourly budgets.

Task	Basic Services	Fee:
1	Survey	\$23,000.00
2	Project Kick off & Site Meeting	\$29,750.00
3	Design Development	\$193,503.00
4	50% Construction Documents	\$375,006.00
4a	Permitting (Includes DDRC submittals)	\$31,000.00
5	90% Construction Documents	\$437,507.00
6	100% Construction Documents	\$36,714.00
	Preliminary Geotechnical Services (Occurs in task 3)	8,000.00
	Environmental Hazard Assessment (Occurs in Task 3)	\$6,500.00
	Estimate of Probable Costs	\$26,020.00
	Final Geotechnical Services and Report (Occurs in Task 4)	\$48,000.00
	Reimbursables (Covers Task 1 thru 6)- estimated	\$35,000.00
	Total Basic Services	\$1,250,000.00
Task	Optional Services	Fee:
7	Bidding (Optional)	\$25,000.00
8	Construction Administration (Optional)	\$125,000.00
9	Construction Testing Services (By Others)	\$0
10	SWPPP Inspections (By Others)	\$0
	Total Optional Bidding/CA Services	\$150,000.00

Reimbursables

Reimbursable including mileage, meals, printing, and copies are included in the lump sum fees above. Permit application fees are also included as an estimated cost in the reimbursables.

Invoices will be sent each month based upon estimated percentage completion of work for each task and actual hours worked on the hourly/ time and materials. Client requesting large format printing and copying, and any additional services are based on hourly rates. Invoices are due 30 days following the date of the invoice.

ADDITIONAL (OUT OF SCOPE) SERVICES

Stantec will bill on an hourly basis for any services that are not part of the Scope of Services outlined above per attached hourly rates. Stantec will seek Client's authorization prior to proceeding with the work. Additional services include, but are not necessarily limited to, the following:

1. Flood study or base flood elevation studies of any nature.
2. Any Services not explicitly defined in the above Scope of Services.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS**19.a**

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Civitas, Inc. (DUNS #16-499-4352)		Park Planning	\$200,000	16%		
LS3P Associates, Ltd. (DUNS #15-663-3146) (CAGE #0JG74)	V016574	Architecture	\$225,000	18%		
Chao & Associates, Inc. (DUNS #18-916-8735) (CAGE #3HMY5)	V001545	Civil and Structural Engineering, Survey, and Permitting	\$258,000	21%	LBE CDBE MBE SBE	AM
Aiken Cost Consultants, Inc. (DUNS #16-121-3210) (CAGE #5WUG6)		Cost Estimating	\$16,020	1%		
Johnson & King Engineers, Inc. (DUNS #07-371-7381)		Building Structural Engineering	\$15,000	1%		
Buford Goff & Associates, Inc. (DUNS #05-961-1962) (CAGE #5N480)	V013673	MEP & Site Electrical	\$100,000	8%	LBE	
W.P. Law, Inc. (DUNS #05-088-0996) (CAGE #00ER3)		Aquatic/Water Feature Design/Irrigation	\$140,500	11%		
F&ME Consultants, Inc. (DUNS #04-369-2631) (CAGE #7EXW6)	V007172	Geotechnical Engineering and Special Inspections	\$62,500	5%	LBE	
Brownstone Construction Group, LLC (DUNS #80-996-7180)	V014184	Cost Estimate Review	\$10,000	1%	MBE LBE	BM

Cost of Services and Percentages are for tasks 1 thru 6 per the scope of services.

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$1,026,520.00

TOTAL CONTRACT AMOUNT: \$1,250,000.00

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

Business Name: - Stantec Consulting Services Inc.

Representative Name/Title: David Beaty, PE, Principal

Date: October 19, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Civitas, Inc.

Company Name

1200 Bannock Street, Denver, CO 80204-3631

Physical Address

1200 Bannock Street

Mailing Address

Denver, CO

80204-3631

City/State Zip Code + 4

303 571-0053

N/A

()

()

Phone number

Fax number

Heath Mizer

Blake Jordan

Primary Contact Name

Secondary Contact Name

hmizer@civitasinc.com

bjordan@civitasinc.com

Primary Contact Email Address

Secondary Contact Email Address

84-0939567

N/A

Federal ID #

Vendor #

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

LS3P Associates, Ltd.

Company Name

701 Lady Street, Suite A, Columbia, SC 29201-3077

Physical Address

701 Lady Street, Suite A

Mailing Address

Columbia, SC

29201-3077

City/State Zip Code + 4

803 765-2418

803 765-2419

()

()

Phone number

Fax number

Mary Beth Sims Branham

Allen Taylor

Primary Contact Name

Secondary Contact Name

marybethbranham@ls3p.com

allentaylor@ls3p.com

Primary Contact Email Address

Secondary Contact Email Address

57-0475651

V016574

Federal ID #

Vendor #

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

Chao & Associates, Inc.

Company Name

7 Clusters Court, Columbia, SC 29210-4831

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC

29210-4831

City/State Zip Code + 4

803 772-8420

()

Phone number

803 772-9120

()

Fax number

Jimmy Chao

David Chao

Primary Contact Name

Secondary Contact Name

jimmy@chaoinc.com

davidc@chaoinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0848493

V001545

Federal ID #

Vendor #

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

Johnson & King Engineers, Inc.

Company Name

1223 Elmwood Ave, Columbia, SC 29201-2105

Physical Address

1223 Elmwood Ave

Mailing Address

Columbia, SC

29201-2105

City/State Zip Code + 4

803 779-8830

()

Phone number

N/A

()

Fax number

Lawrence W. King

Joseph L. Martin

Primary Contact Name

Secondary Contact Name

larry@johnsonkingengineers.com

joe@johnsonkingengineers.com

Primary Contact Email Address

Secondary Contact Email Address

57-0385022

N/A

Federal ID #

Vendor #

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

Buford Goff & Associates, Inc.

Company Name

1331 Elmwood Avenue, Suite 200, Columbia, SC 29201-2150

Physical Address

1331 Elmwood Avenue, Suite 200

Mailing Address

Columbia, SC

29201-2150

City/State Zip Code + 4

803 254-6302

()

Phone number

803 771-6142

()

Fax number

Brian C. Melson

Dan E. Reider, PE

Primary Contact Name

Secondary Contact Name

Brian.Melson@BGAINC.com

Dan.Reider@BGAINC.com

Primary Contact Email Address

Secondary Contact Email Address

57-0695149

V013673

Federal ID #

Vendor #

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

W.P. Law, Inc.

Company Name

303 Riverchase Way, Lexington, SC 29072-8011

Physical Address

303 Riverchase Way

Mailing Address

Lexington, SC

29072-8011

City/State Zip Code + 4

803 461-0582

()

Phone number

803 461 -0598

()

Fax number

Glenn Clonts

Mike Clonts

Primary Contact Name

Secondary Contact Name

fountain@wplawinc.com

fountain@wplawinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0694944

N/A

Federal ID #

Vendor #

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

F&ME Consultants, Inc.

Company Name

1825 Blanding Street, Columbia, SC 29201-3517

Physical Address

1825 Blanding Street

Mailing Address

Columbia, SC

29201-3517

City/State Zip Code + 4

(803) 254-4540

Phone number

(803) 254-4542

Fax number

Shawn Epps

Primary Contact Name

Zane Abernethy, PE

Secondary Contact Name

sepps@fmeconsultants.com

Primary Contact Email Address

zabernethy@fmeconsultants.com

Secondary Contact Email Address

61-1725606

V007172

Federal ID #

Vendor #

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

Brownstone Construction Group, LLC

Company Name

1330 Lady Street, Suite 500, Columbia, SC 29201-3300

Physical Address

1330 Lady Street, Suite 500

Mailing Address

Columbia, SC

29201-3300

City/State Zip Code + 4

(803) 376-6044

Phone number

(803) 376-6099

Fax number

Kenneth Whitted

Primary Contact Name

Dale Collier

Secondary Contact Name

kwhitted@bstonegroup.com

dcollier@bstonegroup.com

Primary Contact Email Address

Secondary Contact Email Address

20-2912214

V014184

Federal ID #

Vendor #

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

Aiken Cost Consultants, Inc.

Company Name

19 W. Stone Ave. Greenville, SC 29609-5521

Physical Address

19 W. Stone Ave.

Mailing Address

Greenville, SC

29609-5521

City/State Zip Code + 4

(864) 232-9342 ext.302

Phone number

(864) 233-2573

Fax number

Brad Aiken, CPE

Primary Contact Name

Breana Vachon

Secondary Contact Name

brad@aikencost.com

Primary Contact Email Address

Breana@AikenCost.com

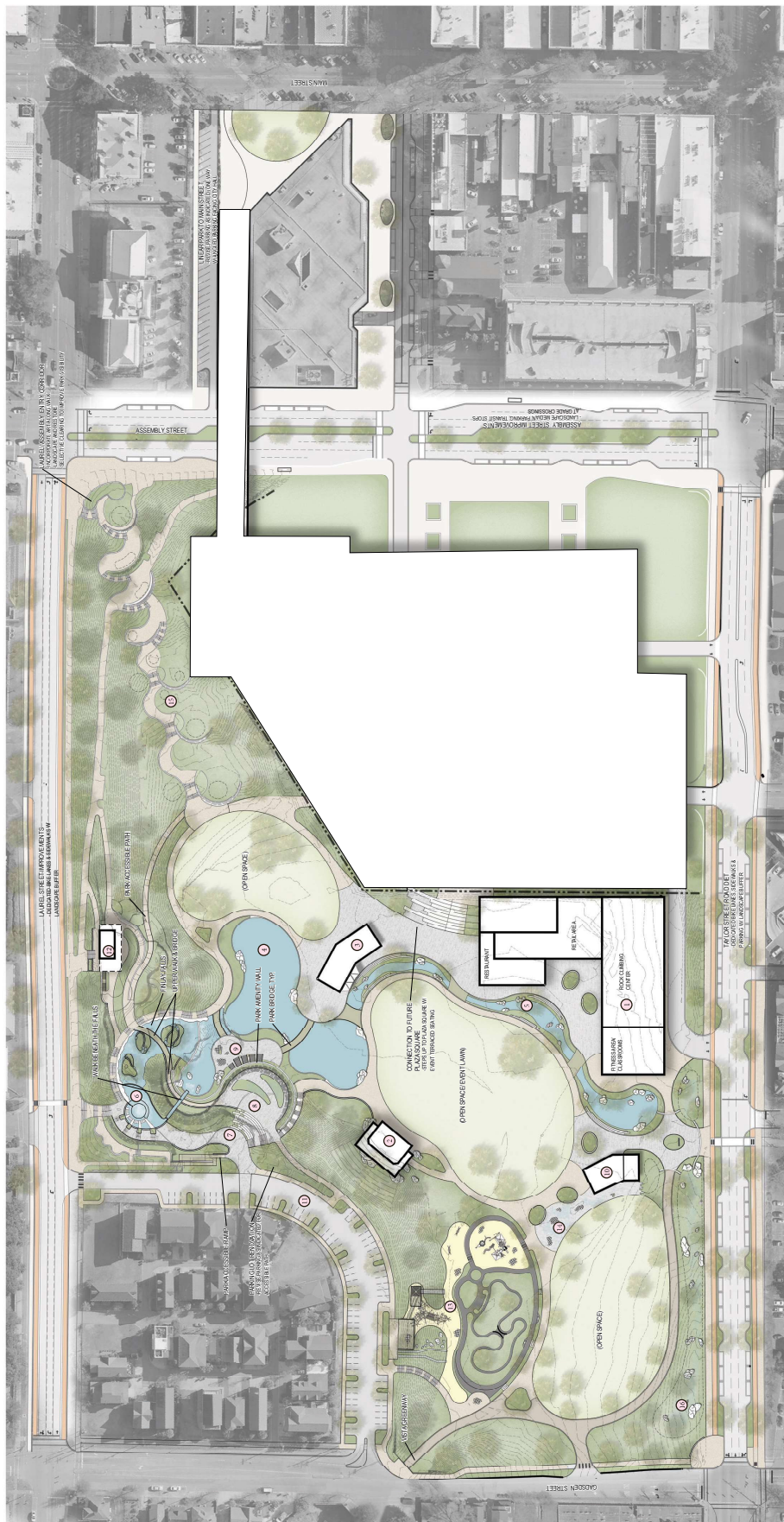
Secondary Contact Email Address

57-1090633

Federal ID #

N/A

Vendor #



- PROJECT LEGEND:**
- | | |
|--------------------------------|--------------------------------|
| (1) WHITEWATER OUTPOST | (11) UPPER PARK PARKING |
| (2) STAGE | (12) RESTROOMS/ RANGER STATION |
| (3) WHITEWATER AMENITY SHELTER | (13) DESTINATION PLAYGROUND |
| (4) POND | (14) SPLASH PAD |
| (5) AMENITY STREAM | (15) ART IN THE PARK |
| (6) FINLAY FOUNTAIN | (16) STORM WATER AMENITY |
| (7) UPPER PARK PLAZA | |
| (8) OVERLOOK PLAZA | |
| (9) FALLS PLAZA | |
| (10) RESTROOMS PARK STRUCTURES | |

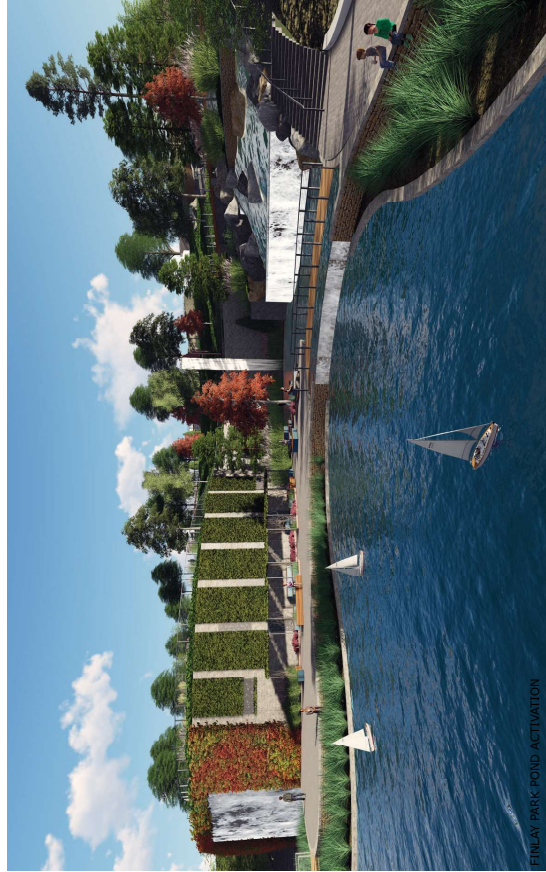
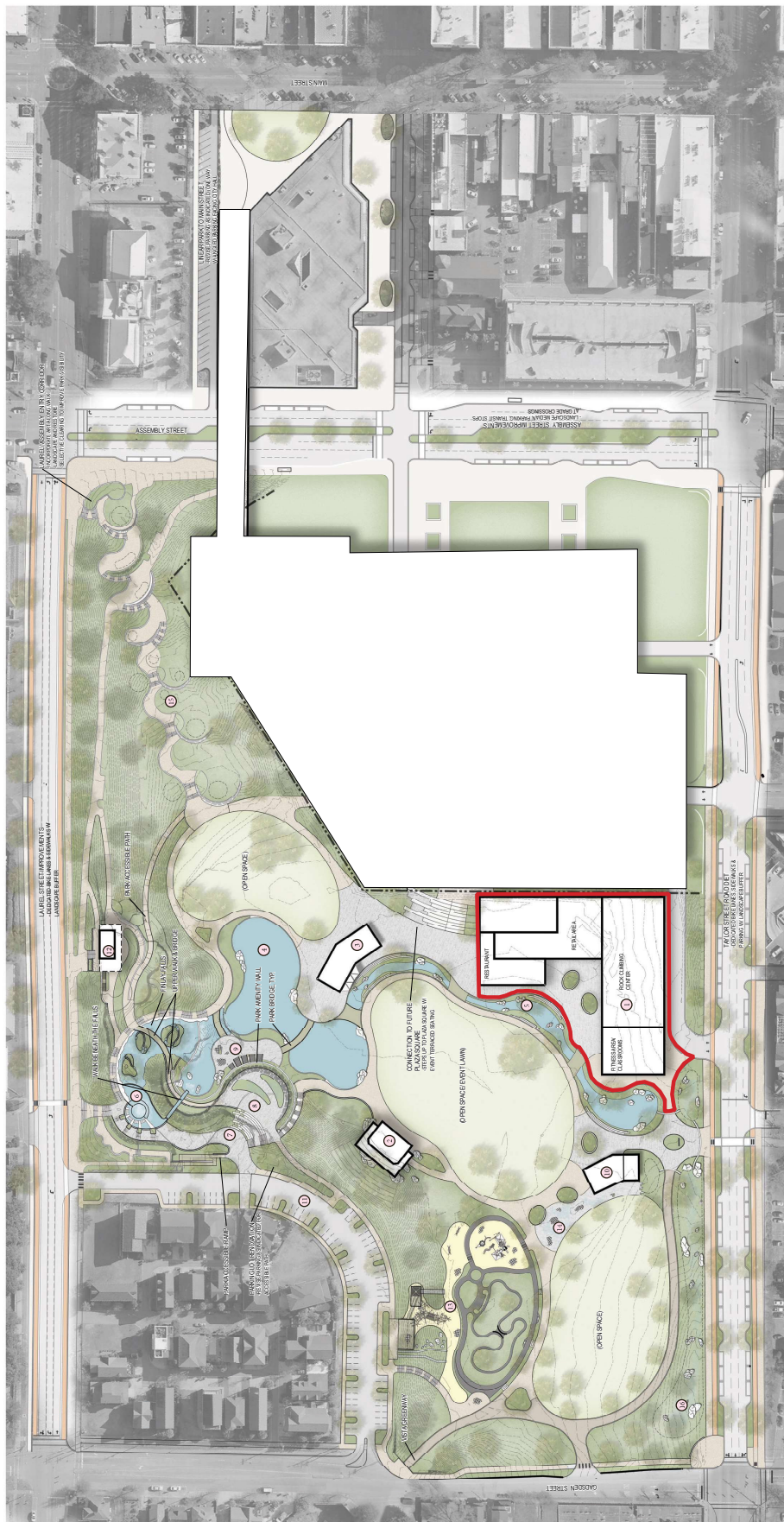


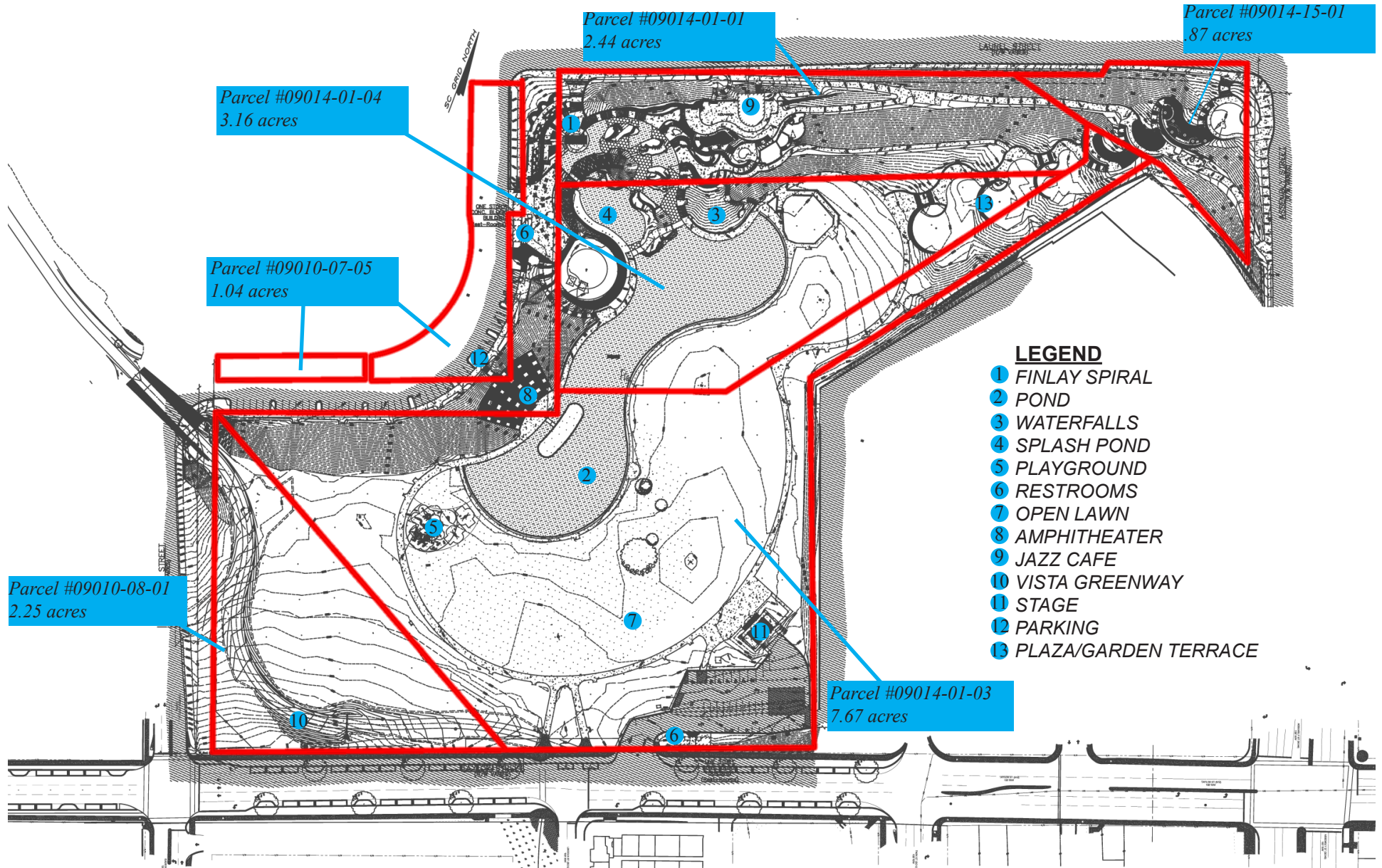
EXHIBIT SCHEMATIC MASTER PLAN - OUTPOST



- PROJECT LEGEND:**
- (1) WHITEWATER OUTPOST
 - (2) STAGE
 - (3) WHITEWATER AMENITY SHELTER
 - (4) POND
 - (9) AMENITY STREAM
 - (6) FINLAY FOUNTAIN
 - (7) UPPER PARK PLAZA
 - (8) OVERLOOK PLAZA
 - (9) FALLS PLAZA
 - (10) RESTROOMS/ PARK STRUCTURES
 - (11) UPPER PARK PARKING
 - (12) RESTROOMS/ RANGER STATION
 - (13) DESTINATION PLAYGROUND
 - (14) SPLASH PAD
 - (15) ART IN THE PARK
 - (16) STORM WATER AMENITY

EXHIBIT- Finlay Park Existing Site Conditions

19.e



FINLAY PARK

930 Laurel St., Columbia, SC 29201

Columbia Parks and Recreation



CONTRACT FOR GOODS

This Contract is being awarded using the HGAC contract FS12-19.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Spartan Fire and Emergency Apparatus, with legal address and principal place of business at 319 Southport Road, Roebuck, SC 29376 (hereinafter referred to as the “Contractor”), for the purchase of a Pierce Custom Enforcer PUC 107' Aerial Ladder and loose equipment.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of an Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased under this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed One Million Three Hundred Twenty-Six Thousand, Four Hundred Fifty-Nine Dollars and Zero Cents, (\$1,326,459.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract

City of Columbia and Spartan Fire & Emergency Apparatus

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

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO HGAC CONTRACT FS12-19**

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

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

1. HGAC Contract FS12-19
2. Cost Proposal, Bidding Schedule and/or Labor Rate Schedule
3. This Contract
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

6. **MISCELLANEOUS**

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

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

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

City of Columbia and Spartan Fire & Emergency Apparatus

Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

City of Columbia and Spartan Fire & Emergency Apparatus

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Spartan Fire & Emergency Apparatus

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

Spartan Fire and Emergency Apparatus

_____	_____	Date: _____
Print	Signature	

City of Columbia and Spartan Fire & Emergency Apparatus

List of Exhibits

Exhibit A – Compensation/Rate Schedule/Quotes/Proposals, etc.



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION

☒

ESTIMATE

☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Columbia Fire Department
1800 Laurel Street
Columbia, SC 29201

Date of Proposal:

November 4, 2021

F.O.B.:

Columbia FD January

Estimated Delivery:

2022

Payment Terms:

Net Pymt. @ Delivery

Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	1	Pierce Custom Enforcer PUC 107' Aerial Ladder,		
		Cummins X12 500 HP Diesel Engine, Allison 4000 EVS P		
		Automatic Transmission, Pierce PUC 1500 GPM		
		Pump, UPF 500 Gallon "Poly" Tank,		
		Built in Accordance to NFPA 1901 – Stock # 36731		
				\$1,193,959.00
2	1	Miscellaneous NFPA Loose Equipment		\$130,000.00
3	1	South Carolina Sales Tax		\$500.00
4	1	HGAC Fee		\$2,000.00
		<i>Includes Final Inspection, Delivery, Training, Pre-Delivery</i>		
		<i>Inspection, And Loose Equipment Mounting.</i>		
		<i>* This is a Stock Unit and it is subject to sell at any time *</i>		

TOTAL COST **\$1,326,459.00**

THIS QUOTATION EXPIRES IN 90 DAYS OR WHEN TRUCK SELLS

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Spartan Fire and Emergency Apparatus, Inc. - Public Services - -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Spartan Fire and Emergency Apparatus, Inc., hereinafter referred to as the Contractor, having its principal place of business at 319 Southport Road, Roebuck, SC 29376.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

We respectfully request Council's approval for the purchase using the FS12-19 HGAC Cooperative Contract Vendor, Spartan Fire & Emergency Apparatus at the following cost.

Custom Enforcer Ladder	
Pierce Custom Pumper	\$1,323,959.00
SC IMF Fee	\$500.00
HGAC Fee	\$2,000.00
PO Total	\$1,326,459.00

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

CONTRACT

City of Columbia, South Carolina

SS7298

Wastewater Relocation at 327 Vincenne Road

MPP Protégé Only

Bid001-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **LG Utility Contractors, Inc.** with legal address and principal place of business at **1410 Brevard Road, Lugoff, SC 29078**, 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 City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) for the completion of all construction on this project. There will 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 in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Sixty-Three Thousand Four Hundred Twenty Dollars and Zero Cents (\$63,420.00)**. This Contract also provides for an additional contingency in the amount of **Nine Thousand Five Hundred Thirteen Dollars and Zero Cents (\$9,513.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 19 "Specifications for Fencing Materials" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Easements and Permits.

9.2.9 Mentor Protégé Program (MPP) Guidelines.

9.2.10 Mentor Protégé Program (MPP) Protégé Only Implementation Plan.

9.2.11 Drawings, numbered 1 through 5, inclusive and dated 11/01/2019.

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 sole expense of the bidder(s). 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
LG Utility Contractors, Inc.

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:
Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	BID001-21-22	Organization	City of Columbia, SC
Event Title	Wastewater Relocation at 327 Vincenne Ro	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting will be conducted by C	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	8/3/2021 03:30:01 PM (ET)	Phone	
Close Date	8/26/2021 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LG Utility Contractors	Lugoff	SC	8/26/2021 08:25:33 AM (ET)	1	\$63,420.00
Smoak Construction	Little Mountain	SC	8/25/2021 09:17:55 PM (ET)	1	\$80,167.50
Southern Roots Landscape Management, LLC	marietta	GA	8/26/2021 08:46:50 AM (ET)	1	\$91,689.15

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: August 31, 2021

SUBJECT: PROJECT: BID#001-21-22-LB – Wastewater Relocation at 327 Vincenne Road (SS7298) – MPP Protégé Only

Bids for this project were opened publicly at 9:30A.M., August 11, 2021.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP) Protégé Only. The apparent *responsive* low bidder is **LG Utilities Contractors, Inc. of Lugoff, SC at \$63,420.00**

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

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

Thank You.

Review Approved: *LaTonya Germany*
Juliet Nelly, Compliance Administrator
Latonya Germany, Program Compliance Specialist

DATE: August 31, 2021

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Fortiline Water Works 221 Laurel Road Lexington, SC 29073 DUNS #82-765-8506 CAGE Code - 4JWU7	V001462	Materials	\$4,643.60	7 %		
				%		
				%		
				%		
				%		
				%		

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: \$ 4,643.60

TOTAL CONTRACT AMOUNT: \$ 63,420.00

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

Business Name: LG Utility Contractors, Inc.

Representative Name/Title: Suzanne B Leitner/President

Date: August 26, 2021



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

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 AECOM Technical Services, Inc., (hereinafter referred to as the “Consultant”), to provide project management and consultant oversight services for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier provided herein, on June 30, 2022. 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* with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this 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 Consultant under this Agreement shall not exceed One Hundred Thirty-One Thousand, Forty Dollars and No/100 (\$131,040.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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

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

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

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canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant 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, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, 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>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

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

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. **INDEMNIFICATION & INSURANCE**

- A. The Consultant 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 Consultant 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 Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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(\$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 Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this 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 Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, 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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The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this 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 Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment 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 Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

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

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

The Consultant is expected to make Consultant'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 Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

AECOM Technical Services, Inc.
Project Management Services - SS7594

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this 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

AECOM Technical Services, Inc.

Name: Phillip Dieckmann, PE
Title: Project Manager
Address: 101 Research Drive
Columbia SC 29203
Phone: 803-740-1531
Email: phillip.dieckmann@aecom.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant 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 Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

AECOM Technical Services, Inc.
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Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting 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 Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this 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

AECOM Technical Services, Inc.
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Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant 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 Consultant.

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

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

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

AECOM Technical Services, Inc.
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- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant 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 Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

AECOM Technical Services, Inc.
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Witness the parties' respective hands and seals on the date first written below.

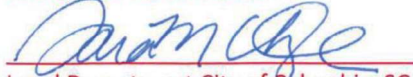
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/28/2021

AECOM TECHNICAL SERVICES, INC.

Gary L. Freeman, Sr., P.E., Vice President



Date: 10/29/2021

Print: Name/Title

Signature

(Corporate Seal

Attest



Signature

Date: _____

AECOM Technical Services, Inc.
Project Management Services - SS7594

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP# SS7594
Project Management Services

Project Description

The services provided by AECOM (Consultant) to the City of Columbia (City) under Project SS7594 – Project Management Services generally include providing project management and consultant oversight services to the City including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. Project complexity and type may vary based upon the needs of the City but is generally expected to consist of investigation, rehabilitation and/or conveyance projects of moderate complexity and size.

It is anticipated that the current need for part time project management services will require a workload of approximately 16 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of project management including, but not limited to:

- Managing all phases of work, including planning, preliminary engineering, design, permitting, bidding, and construction
- Closely monitoring scope, schedule and budget and reporting to CW2020 and the City on project status
- Daily and weekly coordination between consulting engineers, contractors, CW2020 program staff, and City Staff.
- Utilizing standard processes developed by the City and CW2020
- Working with consulting engineers, City, and CW2020 staff to identify, investigate, analyze engineering problems, including recommending and implementing solutions as directed.
- Acting as the City's project management representative with consulting engineers, equipment manufacturers and contractors.
- Deliverable review of consultant/contractor submittals
- Assisting in the development of scopes of work for new projects, as needed.

Project Management Services

Provide project management overview for projects and tasks assigned by the City to the Consultant and under the direction of the CW2020 Program Manager. Tasks and projects may vary as to issues and tasks assigned by the City.

The Consultant's Project Manager (Alex McCune) will follow guidelines and methods developed by CW2020 for the City. The Consultant is responsible for following these guidelines and methods to properly track, report, and assist in overview of projects under the CW2020 Program. The guidelines are provided in the CW2020 Project Manager Guide. The Project Manager is responsible for the projects' data being collected and properly stored in SharePoint. The Project Manager will be responsible for project management reporting status to the CW2020 Program Controls, Project Management, and City in clear, effective, and accurate reports.

The Project Manager will report to the CW2020 Design and Construction Management Task Leader (Jamie Kelso), CW2020 Project Manager (Bryan Cully), and the City's Wastewater Project Manager (John Riggs) and will work as an extension of City's staff. The CW2020 Design and Construction Management Task Leader (Jamie Kelso) will be responsible for assigning and monitoring the work of the Project Manager. All newly assigned work will be approved by the City's Wastewater Project Manager prior to final assignment to the Project Manager.

The Project Manager is expected to work normal work hours or as approved by the City, excluding City Holidays and Vacation.

Project-specific management services shall also include the following tasks:

- Participation in design review and other project meetings, including review of agendas and minutes
- Ensuring SharePoint is kept current with all relevant project documentation
- Overseeing consulting engineers as they complete and submit design documents.
- Reviewing consultant engineer's deliverables, including invoices, monthly progress reports, schedules, reports, studies, technical memorandums, design submissions, permit submittals, etc.
- Reviewing contractor's deliverables for maintenance projects which do not include a consulting engineer as part of the project.
- Providing easement and property coordination between consulting engineers, City Engineering, and City Real Estate Staff.
- Providing bidding assistance and coordination with the City's Engineering and Procurement staff.
- Reviewing construction work in progress, including the analysis of assessment data collected by contractors and the recommendation of follow-up assessment or rehabilitation methods as needed.
- Participating in construction progress meetings and reviewing work at completion for compliance with the approved project documents.
- Managing and coordinating public involvement, as required.

Primary Responsibilities:

Maintain project management services for the City overseeing the consultants/contractors that will be awarded or have been awarded contracts by the City. These contracts are included in the following list:

- SS7604 – Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance
- Others may be assigned by the City as funding and time allows

EXHIBIT B
PROJECT SCHEDULE

City of Columbia
CIP# SS7594
Project Management Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2022. (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to one additional one-year period in accordance with RFQ 001-20-21-NMJ.

For the period of service listed below, it is assumed that the consultant will provide up to 16 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement.

Upon authorization by the City and mutual agreement by AECOM, it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
NTP for PM Services for FY21/22	NTP	June 30, 2022
PM Services Extended through FY22/23	July 1, 2023	June 30, 2023

EXHIBIT C
COMPENSATION

City of Columbia
CIP# SS7594
Project Management Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2022 (End of FY21/22). Services beginning on July 1, 2022 shall be authorized upon issuance of an approved Contract renewal followed by an approved Contract funding amendment for up to two additional one year periods.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 100 – Project Management Services (by hour)	\$131,040	FY 21/22
Total Contract Value:	\$131,040	FY21/22

*FY 22/23 Task 100 Services to require written City authorization

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Exhibit D) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services from July 1, 2021 through June 30, 2022 is \$131,040. Future contract renewals or increases in Contract Not-to-Exceed fee shall be executed by contract amendment if mutually agreeable).

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit D. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. Also include the total contact authorized amount, City purchase order number, Date of services, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

**HOURLY BILLING RATES
2021-2022 AECOM**

**City of Columbia
CIP# SS7594
Project Management Services**

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$131,040.

AECOM shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 1 below summarizes the FY21/AECOM Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 1: FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Senior Project Manager	\$195
Project Manager	\$155
Engineering Associate	\$110
Project Representative	\$105
Administration Services	\$75

EXHIBIT D

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
None				%		
				%		
				%		
				%		
				%		
				%		

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 \$** _____**TOTAL CONTRACT AMOUNT: \$** 131,040.00

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

Business Name: - AECOM Technical Services, Inc.

Representative Name/Title: Gary L. Freeman, Sr., VP

Date: October 11, 2021

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects Category IV Water Treatment Plant Project.

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 Black & Veatch Corporation, (hereinafter referred to as the "Engineer,"), to provide engineering design, permitting, bidding, construction administration, and periodic construction observation services for the Lake Murray Taste and Odor Treatment System Project located at the City of Columbia Lake Murray Water Treatment Plant 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

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier provided herein, on June 30, 2025. 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* with the option to continue with work 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 One Hundred Eighty-Eight Thousand, Six Hundred Dollars and No/100 (\$188,600.00).
- 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.**

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that 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

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

and WBE firms (whether as a prime Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Engineer must comply with the affirmative action terms and conditions as 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>3.50</u>	%
MBE	<u>N/A</u>	%
WBE	<u>25.75</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

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 29.2%.

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

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Workers Compensation Program to perform any activity related to this Agreement.

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

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, except for Worker's Compensation and Professional Liability*.
- 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 to the extent caused by the negligence of the Engineer, it's Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities,

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expenses and claims for damages shall include, civil and criminal fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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

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

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

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

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by

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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

Black & Veatch Corporation

Name: Don Franklin
Title: Senior Engineering Manager
Address: 1411 Gervais St., Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Fax: (803) 403-8601
Email: FranklinDE@bv.com

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

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

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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.
- 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

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Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit A 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 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.

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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.

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.

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- 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, without regard to their protected characteristics. For the purpose of this Non-

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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 /Subcontractors, Local Business Enterprise, and Mentor Protégé

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Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

11/5/2021

BLACK & VEATCH CORPORATION

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

Black & Veatch Corporation
Lake Murray Taste & Odor Treatment System Project – WM4543

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
BLACK & VEATCH CORPORATION
LAKE MURRAY TASTE & ODOR TREATMENT SYSTEM
PROJECT

Black & Veatch (Engineer) will serve as the City of Columbia's (Owner's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the City during the performance of these services. The Engineer will provide engineering design, permitting, bidding, construction administration, and periodic construction observation services for the Lake Murray Taste and Odor Treatment System Project located at the City of Columbia Lake Murray Water Treatment Plant (WTP).

Specific components of the project include:

- a. Addition of a new powdered activated carbon storage tank with associated equipment, piping, valves, mixer jib crane, instrumentation and control.
- b. One (1) additional carbon slurry metering pump installed in an available slot in the existing feed pump room.
- c. Carbon slurry yard piping upgrades including valve vault and re-routing existing lines around footprint of new storage tank. Add piping access vault.
- d. Upgrades to existing carbon slurry storage tank equipment including:
 - Replacement of existing carbon bin-vent.
 - Replacement of existing mixer/gear box. Rebuild existing mixer/gear box and keep as spare.
 - Replace bubbler system air compressor and dryer.
 - Extend bubbler system air grid and add update control to operate on a schedule (if needed).
 - Replace existing stainless steel fill piping.
 - Upgrade pump room and electrical room with LED lighting.
 - Repair or replace existing slurry tank drain valve.
 - Concrete lining replacement on interior storage tank walls.
 - Upgrade size of pump suction piping (if determined to be necessary).
 - Upgrade pump discharge flow meter (if determined to be necessary).

Work shall begin upon execution of this Contract, and work under any other phase shall proceed only after the Owner has authorized the Engineer in writing to proceed. Any work requested by Owner that is not included in the items listed below shall be classified as Supplemental Services.

Work shall begin upon execution of this Agreement. Any work requested by the Owner that is not included in the items listed below shall be classified as Additional Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – PROJECT COORDINATION

110. General Project Administration

Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Engineer will:

- a. Participate in design review and construction progress meetings with the City as outlined.
- b. Provide progress reports pertinent to the Engineer's scope of services that include a progress summary, invoicing, schedule updates, and subcontractor payments (City of Columbia Form 100). Progress reports will be generated as needed related to the progress of the work but no more than once per month.
- c. Plan and perform project quality control and quality assurance.

120. Coordination Meetings

Throughout the course of the project, Engineer will maintain regular contact through the City's staff. Progress meetings include:

- a. Kickoff meeting.
- b. Level 1 Design (50%) review meeting.
- c. Level 3 Design (90%) review meeting.
- d. One (1) pre-bid meeting.

Engineer will issue meeting minutes for each meeting.

130. Project Management and Coordination with the City

- a. Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.
- d. Engineer will adhere to and update schedule included.

140. Mentor-Protégé Program

Engineer and Howard Engineering will provide the following in compliance with the City's Mentor-Protégé Program:

- a. Continue existing Mentor-Protégé agreement with Howard Engineering.
- b. Update the existing Mentor-Protégé Business Plan per the City's Mentor-Protégé Program Guidelines.
- c. Schedule and attend all quarterly development meetings.
- d. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- e. Document and maintain copies of communications between the Mentor and the Protégé.

- f. Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – PRELIMINARY DESIGN

210. General Data Collection, Field Reconnaissance and Coordination

- a. Engineer will coordinate with the City to obtain existing record drawings and utility mapping in the project area.
- b. Field Reconnaissance:
 - Engineer shall conduct one (1) field site visit to identify specific physical features associated with the Project. It is assumed the field site visit will be four (4) hours in duration and include two design team members.

220. Basis of Design Memorandum

- a. Engineer will prepare a basis of design memorandum to include the following items:
 - Summary of project construction scope
 - Findings from field reconnaissance
 - Design criteria
 - Conceptual design layout
 - Preliminary opinion of probable construction costs (OPCC)
 - Develop projected schedule of construction.
- b. Basis of Design Memorandum shall also serve as the Preliminary Engineering Report to be submitted for SC DHEC review as detailed in Task 600.

TASK 300 – SURVEY AND UTILITY MAPPING

Engineer will utilize existing record drawings available for the project site and field verify elevations of existing structures relative to the carbon system.

TASK 400 - GEOTECHNICAL INVESTIGATION

No geotechnical investigation is included in this scope.

TASK 500 – DETAILED DESIGN

510. Project Plans and Specifications

Engineer will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation Contractor. Contract documents will be provided to the City to be used to solicit bids for

the construction of the project. The Contract Documents shall consist of and include the following:

- a. Detailed plan and profile drawings on 24"x36" plan sheets
- b. Relevant features impacting construction.
- c. Design and construction details.
- d. Sediment and erosion control details.
- e. Specifications coordinated with the City's standard contract documents.
- f. Special conditions related to permit requirements.
- g. Material specifications including the minimum installation requirements.
- h. Upon approval of the 100% submittal, Engineer will provide to the City one hard copy set of signed and sealed plans, technical specifications, special provisions, and draft bid form and an electronic PDF files of the same documents.

520. Opinion of Probable Construction Cost and Schedule

Engineer will submit an opinion of probably cost for the Project including construction costs, contingencies and other related items at the Level 1 and Level 3 Owner review meetings. Since Engineer has no control over the cost of labor, materials, equipment or the Contractors' methods of determining price or competitive bidding, the Engineer cannot and will not guarantee that proposals, bids, or the project construction costs will not vary from the opinion of probably construction costs.

530. Design reviews

As part of the Basic Design Services, the Engineer shall produce interim documents for the purpose of review by Owner's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services.

- a. Engineer will conduct an Internal Technical Review using the Engineer's Quality Management System (QMS) program.
- b. After each Internal Technical Review, Engineer will provide the City copies of plans and specifications for the Project for review and approval at the Level 1 (50% Design) and Level 3 (90% Design) completion milestones. Engineer will meet with the City during these milestones to discuss the project and review comments. Engineer will make corrections as requested by the City.
- c. Engineer to provide two (2) sets of documents including half scale drawings (11x17 format) to the City for each design review.

TASK 600 – PERMITS AND PROPERTY

610. Property and Right-of-Way Assistance

The Engineer assumes entire project site is located within City-owned property for the Lake Murray Water Treatment Plant. No property and right-of-way assistance is included in this scope of services.

620. Permits

- a. Preliminary Engineering Report: A preliminary engineering report is anticipated to be required by SC DHEC for the additional filter to the treatment process. The Basis of Design Report prepared for this project will be submitted to SC DHEC for their review as a PER concurrently with the application for a permit to construct.
- b. Construction Permit: Upon City approval of the Level 3 (90%) completion documents, Engineer will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC). Engineer will provide all required submittal copies and respond to all inquiries by SCDHEC. The City is responsible for all fees associated with the construction permit approval process.
- c. Stormwater Permit: This scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Lexington County. Upon City approval of the Level 3 (90%) completion documents, Engineer will prepare a Stormwater Pollution Prevention Plan (if required) and NOI application for submittal and approval by Lexington County. Engineer will provide all required submittal copies and respond to all inquiries by Lexington County. The City is responsible for all fees associated with the NOI approval process.
- d. Wetlands Permit: This scope does not include wetlands permitting.
- e. Roadway Encroachment Permits: This scope does not include roadway encroachment permits.
- f. Railroad Permits: This scope does not include railroad permits.
- g. If it is determined that additional permitting is required, the Engineer will request permitting services under additional services.

TASK 700 – BIDDING AND AWARD

710. Bidding Assistance

- a. Engineer will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.
- b. It is assumed that the duration of the Bid Period will be up to thirty days (30) days and that the Engineer will distribute the bid documents electronically. An additional fifteen (15) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.

- c. While a formal prequalification is not anticipated, Engineer will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720. Award Recommendation

Engineer will review bids received and assist City in evaluating the bids and recommending award of the construction contract.

TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION

810. General Administration of Construction Contract

- a. Engineer will provide general services during construction as described herein. In the performance of its services during the Construction Services, Engineer shall not supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the Contractors.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Engineer will consult with and advise the City and act as its representative during the construction period. Engineer will provide Contract Administration and general services required for the Project, including:
 - As City's representative for the duration of the construction Contract, all communications to and from the Contractor shall go through the Engineer. On behalf of the City, Engineer will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
 - Engineer will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing, site inspection reports, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract.
 - Hold a preconstruction meeting and monthly progress meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - One (1) preconstruction meeting.
 - Twelve (12) progress meetings.

820. Submittal and Pay Application Review

- a. Shop Drawing Review: Engineer will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and received and review) for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certifications of inspection which are to be assembled by the Contractor in accordance with the contract Documents, and transmit them to the City with written comments.
- b. Request for Information (RFI): Engineer will review and respond to Contractor's RFI as they relate to the Contract requirements.
- c. Preparation of Design Clarifications: Engineer will issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
- d. Testing Results: Engineer will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- e. Review of Applications for Payment: Based on on-site observations and review of the application for payment with the accompanying data and schedules, Engineer will review the amounts payable to Contractor on a monthly basis. Engineer will then forward applications for payment to the City for payments due to Contractor.

830. Change Management

- a. Change Orders and Time Extensions: Engineer will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City, Engineer, or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Engineer. Upon receipt of a requested change order, Engineer will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns required by the City or Contractor may require additional analysis or evaluation beyond the scope of this Contract.

840. Completion Monitoring & Documentation

- a. Quality Assurance Testing: Engineer will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and provide the following testing services during construction:
 - Shallow Foundation Evaluation: This scope includes one (1) site visit for foundations evaluation and testing.
 - Reinforced Concrete Sampling, Testing, and Observations: This scope includes three (3) site visits for concrete sampling, testing and observation including concrete test cylinders and three (3) site visits for concrete cylinder pick-up.
- b. Site Visits - Project design team personnel with particular areas of responsibilities for the Project shall visit the site to observe construction and to confer with City and Contractor. Bi-weekly (once every two weeks) visits to the Project site (in addition to the construction progress meetings) are included. This scope includes eight (8) site visits at four (4) hours per visit by the Project Engineer.
- c. Final Inspections: Engineer will perform the following:
 - Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to the City and the contractor that work is acceptable.
 - Observe the work of the Contractor to determine that it has been completed in substantial accordance with respect to the Contract Documents prepared by the Engineer.
 - Stormwater Closeout Inspection and Notice of Termination.

TASK 900 – CONSTRUCTION OBSERVATION

910. Periodic Construction Observation

- a. Construction Observation: Engineer's project representative will visit the site to observe the progress and quality of the executed work of the Contractor to determine, in general, if such work is proceeding in accordance with the contract documents. During Engineer's visits, and on the basis of on-site observations, Engineer will keep the City informed of the progress of the work, will endeavor to guard the City against deducts and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- b. This scope of services includes up to 320 hours (20 weeks at 16 hrs/week) for the purposes of Periodic Construction Observation.

920. Full Time Construction Inspection

- a. Full time construction inspection is not included in this scope of services.

TASK 1000 – PROJECT CLOSEOUT**1010. Record Drawings**

Engineer will prepare Record Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawings, drawings, and other data furnished by Contractor to Engineer and data furnished by surveyor. The record prints shall also incorporate the Resident Field Representative's observation of changes made during construction. Engineer will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD.

1020. Punch List, Final Inspection, and Final Notice of Acceptability of the Work

See Task 840.

1030. O&M Submittals

At the conclusion of the project, Engineer will receive, review and transmit to the City with O&M manuals, guarantees, Bonds, and certificates there required by the contract documents and provided by the contractor.

1040. Final Notice of Acceptability of the Work

See Task 840 of this Contract. Based upon periodic observation, observation during a final walk through of the project site, and construction records, the Engineer will provide written notice to the City when the Engineer deems the work to be complete and acceptable.

1050. Project Closeout Permitting

SCDHEC Partial and Final permits to operate: Engineer will prepare and submit requests for partial permits to operate to SCDHEC upon completion of certain portions of work and a final permit to operate upon completion of project. Permit to operate requests to include engineer's certification letter, owner's acceptance letter, applicable testing results and record drawings documenting changes made during construction when required.

ADDITIONAL SERVICES

The City reserves the right to amend this Contract so that Engineer may furnish additional services if specified in the Task Order. For additional services rendered, compensation to the

Engineer shall be negotiated with the City. No additional services will be performed without written approval from the City.

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that City might choose to add to the scope of services include, but are not limited to, the following items.

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
 - b. Security Assessments.
 - c. Renderings or photo realistic drawings.
 - d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
 - f. Preparation of reports or correspondence required for project funding.
2. Environmental Assessment:
 - a. Environmental assessment reports and/or environmental impact statements.
 - b. Cultural resources and/or archaeological study and reports.
 - c. Archaeological consultations regarding artifacts that may be uncovered during construction.
3. Testing:
 - a. Additional quality control testing services during construction not specifically included in scope.
 - b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
4. Hazardous Environmental Conditions:
 - a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
5. Public Outreach and Notifications
6. Geotechnical Investigations
7. Permit fees
8. Special Inspections
9. Property and easement acquisition.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.

2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

PROJECT SCHEDULE

The overall project schedule from design through end of construction is approximately 42 months. Engineer proposes to perform the services as detailed in the Scope of Services per the attached detailed project schedule attached as Exhibit B.

Exhibit B - Project Schedule

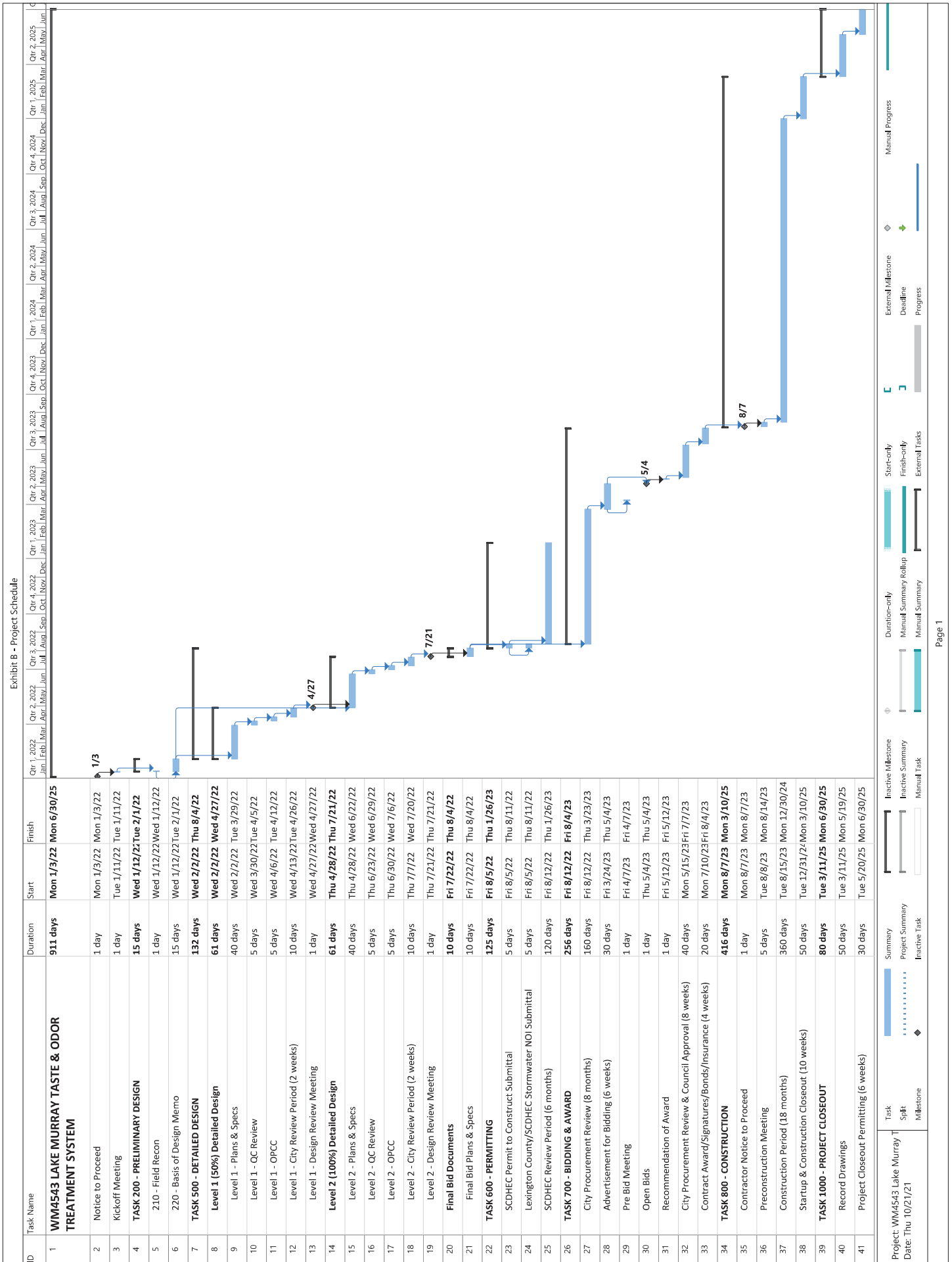


EXHIBIT C
COMPENSATION
BLACK & VEATCH CORPORATION
LAKE MURRAY TASTE & ODOR TREATMENT SYSTEM
PROJECT

For the services outlined in Exhibit A of this Task Order, the City agrees to pay the Engineer as follows:

- A. For Tasks 100 through 700, a lump sum amount of \$102,542.
- B. For Task 800 – Engineering Services During Construction and Task 1000 – Project Closeout, compensation shall be based on the attached hourly rate schedule (Exhibit B), plus subcontractor billings times 1.05 and reimbursable expenses, with a total not to exceed \$86,058. Reimbursable expenses shall include items such as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.
- C. The maximum billed for these services shall not exceed \$188,600 as stated above without further authorization from the City. An estimated breakdown of the Mentor and Protégé fee for each task is shown in the following table:

Task Description	Mentor	Protégé	Total
Lump Sum Tasks 100-700			
Task 100 - Project Coordination	\$8,486	\$0	\$8,486
Task 200 - Preliminary Design	\$6,516	\$4,000	\$10,516
Task 500 - Detailed Design	\$51,864	\$16,720	\$68,584
Task 600 - Permits and Property	\$5,720	\$0	\$5,720
Task 700 - Bidding and Award	\$7,636	\$1,600	\$9,236
Subtotal Lump Sum Tasks 100-700	\$80,222	\$22,320	\$102,542
Billing Rate Tasks 800-1000			
Task 800 - Engineer's Services During Construction	\$43,724	\$12,000	\$55,724
Task 900 - Construction Observation	\$992	\$19,840	\$20,832
Task 1000 - Project Closeout	\$8,502	\$1,000	\$9,502
Subtotal Billing Rate Tasks 800-1000	\$53,218	\$32,840	\$86,058
Total All Tasks	\$133,440	\$55,160	\$188,600
% of Contract to Subconsultant Protégé		29.2%	

- D. Work on these tasks will begin upon written notification by the City to proceed.

- E. For supplemental services, compensation shall be based on the attached hourly rate schedule (Exhibit B), plus direct expenses times 1.0, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Direct expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

- F. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

EXHIBIT C
HOURLY RATE SCHEDULE
BLACK & VEATCH CORPORATION
LAKE MURRAY TASTE & ODOR TREATMENT SYSTEM
PROJECT

Hourly Billing Rate Schedule	
Category of Personnel	Billing Rate
Principal	\$280
Client Director	\$265
Senior Project Manager	\$240
Project Manager	\$220
Senior Engineering Manager	\$220
Engineering Manager	\$180
Civil Engineer III	\$150
Civil Engineer II	\$135
Civil Engineer I	\$110
Senior Process Engineer	\$240
Process Engineer II	\$180
Process Engineer I	\$150
Senior Discipline Engineer	\$180
BIM Coordinator	\$150
BIM Technician II	\$135
BIM Technician I	\$120
Construction Manager	\$190
Resident Engineer II	\$165
Resident Engineer I	\$140
Senior Administrative Assistant	\$115
Administrative Assistant II	\$95
Administrative Assistant I	\$80
Intern or Co-op	\$80
Electrical Engineer (Howard Engineering)	\$160
Senior Structural Engineering (Howard Engineering)	\$170
Technician (Howard Engineering)	\$70
Project Representative (Howard Engineering)	\$62

The above listed hourly billing rates are valid for the period of July 1, 2021 through June 30, 2022.

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Howard Engineering, Inc. 1615 Wayne St. Ste 2749 Columbia, SC 29201 DUNS - 961613825 CAGE – 7NMR0	V01110	Electrical & I&C Design Engineering Services, Construction Management	\$48,560	25.75%	MBE	FB
(via Howard Engineering, Inc) Knobloch & Padgett Engineering, Inc. 478 Highway 378 West, Lexington, SC 29072 DUNS – 023314383	V012305	Structural Design Engineering Services	\$6,600.00	3.50%	SBE	n/a
S&ME 134 Suber Road Columbia, SC 29210	n/a	Construction Materials Testing	\$2,250	1.19%	n/a	n/a

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$57,410

TOTAL CONTRACT AMOUNT: \$188,600.00

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

Business Name: **Black & Veatch Corporation**

Representative Name/Title: **William J. Wells P.E., Associate Vice President**

Date: 10/26/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Howard Engineering

Company Name

1615 Wayne St. Ste 2749 Columbia, SC 29201

Physical Address

1615 Wayne St. Ste 2749

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(864) 836-0440

Phone number

(864) 836-0450

Fax number

Amy Howard, P.E.

Primary Contact Name

Stephen Schutte

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

sschutte@howardengineeringinc.com

Secondary Contact Email Address

57-1038251

Federal ID #

V01110

Vendor #

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

Knobeloch & Padgett Engineering, Inc

Company Name

478 Highway 378 West

Physical Address

478 Highway 378 West

Mailing Address

Lexington, SC 29072

City/State Zip Code + 4

(803) 808-8020

Phone number

Fax number

Charles Knobeloch

Primary Contact Name

David Padgett

Secondary Contact Name

cknobeloch@kp-inc.com

Primary Contact Email Address

dpadgett@kp-inc.com

Secondary Contact Email Address

56-2009490

Federal ID #

N/A

Vendor #

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

S&ME

Company Name

134 Suber Road

Physical Address

134 Suber Road

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 227-2542

Phone number

Fax number

W. Turner Allman

Primary Contact Name

Matt Cooke

Secondary Contact Name

tallman@smeinc.com

Primary Contact Email Address

columbia@smeinc.com

Secondary Contact Email Address

56-0791580

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: 10/13/2021 Mentor Amount: \$133,440
Project Name: Lake Murray Taste & Odor Treatment System Mentor % of Total Contract: 70.8%
Project #: WM4543 Protégé Amount: \$55,160
Mentor: Black & Veatch Protégé % of Total Contract: 29.2%
Protégé: Howard Engineering, Inc. Duration of the Project: 42 mo
Total Project Contract Amount: \$188,600

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.

A formal subconsultant agreement will be signed between Black & Veatch and Howard Engineering Inc. (HEI) clearly defining the scope of work HEI is to provide including the contract amount and schedule. HEI's role in the project will be to provide electrical, structural, and I&C design services and a project representative during construction for periodic construction observation. A design kickoff meeting will be scheduled to discuss HEI's scope and integration into the overall project scope and schedule.

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

The project includes an opportunity for the protégé to have a roll in project management with the addition of a subcontractor and a roll in the technical aspects of water treatment. Both areas are identified as general goals for growth.



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Phone: 803-545-3950

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

A schedule of deliverables will be established and agreed on by the ☐☐☐ team. ☐ milestones dates will be assigned to each deliverable. ☐ success will be achieved if ☐ quality deliverables are made on ☐ time.

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:

☐ key personnel include ☐ on ☐ ranklin ☐ ☐ project ☐ anager ☐ B ☐ ☐ currently has the e ☐ uipment ☐ materials ☐ and insurance to perform the project.

Protégé:

☐ key personnel includes Amy Howard ☐ ☐ rincipal ☐ Electrical Engineer. HEI currently has the e ☐ uipment ☐ materials ☐ and insurance to perform the project.

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?
☐ ☐ ☐ Engineering	Howard Engineering ☐ Inc.	Howard Engineering ☐ Inc.
☐ ☐ ☐ E	Black ☐ ☐ each	Black ☐ ☐ each

Special Arrangements:

none re ☐ uired



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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:

☐ Provide design ☐ permitting ☐ and construction phase services for the project improvements ☐ and provide project closeout services after construction is complete.

b. Description of Protégé responsibilities on project:

☐ Provide engineering design for the electrical ☐ structural ☐ and ☐ portions of the proposed improve ☐

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

☐ Preparation of design documents that will be used to advertise and bid the project for construction.
☐ During construction the team will work together to provide construction administration services.

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

☐ Protégé will be utilized during multiple tasks during the project including ☐ Preliminary ☐ Design ☐ months ☐ Detailed ☐ Design ☐ months ☐ Bidding and Award ☐ months ☐ Engineering ☐ Services ☐ During ☐ Construction ☐ months.

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

☐ Mentor ☐ Protégé will discuss progress each month.

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

☐ Protégé will be paid on percent complete of lump sum tasks through the bidding phase of the project and by billing rate during the construction phase of the project. ☐ of payment for design tasks can be invoiced upon delivery of final design documents. Invoice and payments to be made on a monthly basis.



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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 Black ☐ Leatch ☐ Corporation (Mentor Firm) this day of October 20 .
Corporate SEAL

By: Don E. Franklin
Title: Senior Engineering Manager
Firm Name: Black ☐ Leatch ☐ Corporation

ATTEST: Nelissa Palmer
By: Nelissa Palmer
Title: Project Support Assistant

EXECUTED by Howard Engineering (Protégé Firm) this day of October 20 .
Corporate SEAL

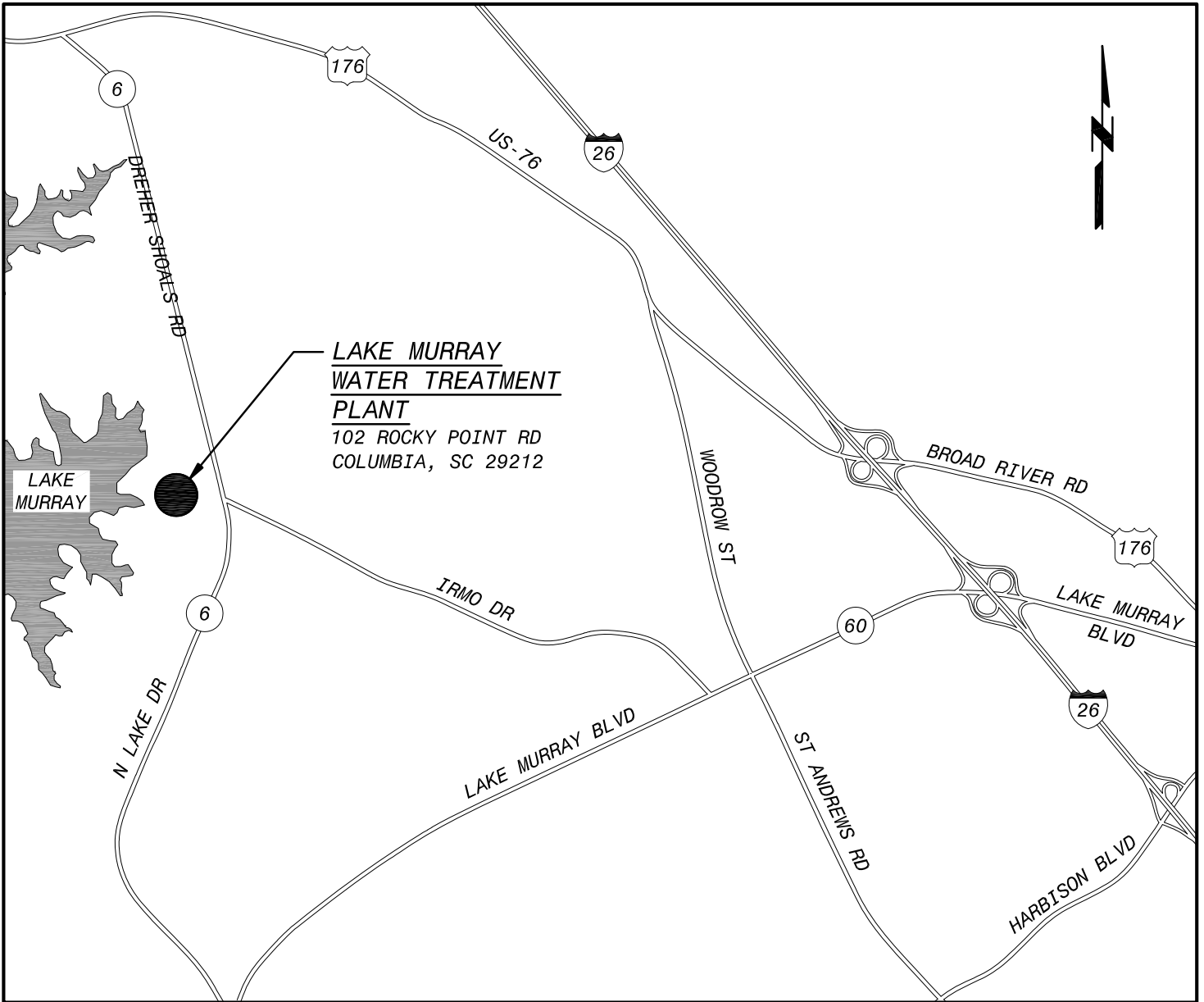
By: Amy J Howard
Title: resident
Firm Name: Howard Engineering Inc.

ATTEST: Stephen T. Schutte
By: Stephen T. Schutte
Title: Project Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 2 day of
November 2021.

By: LaTonya B Germany
Title: Program Compliance Specialist



3000' 1000' 0 3000' 6000'



APPROXIMATE SCALE IN FEET

LOCATION MAP

CONTRACT

City of Columbia, South Carolina

WM4587

Water Main Relocation along Sebring Drive

MPP Protégé Only

Bid008-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **LG Utility Contractors, Inc.** with legal address and principal place of business at **1410 Brevard Road, Lugoff, SC 29078**, 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 City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) for the completion of all construction on this project. There will 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 in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Hundred Sixty Thousand Seven Hundred Thirty-Seven Dollars and Zero Cents (\$160,737.00)**. This Contract also provides for an additional contingency in the amount of **Thirty-Two Thousand One Hundred Forty-Seven Dollars and Forty Cents (\$32,147.40)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations, the Mentor Protégé Program (MPP) Guidelines and the MPP Implementation Plan.

9.2.7 Special Provisions.

9.2.8 Location Map

9.2.9 Drawings, numbered 1 through 6, inclusive and dated 04/26/2021.

9.2.10 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 sole expense of the bidder(s). 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

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

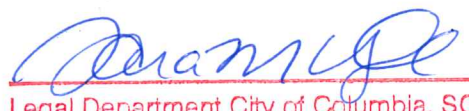
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid008-21-22-LB	Organization	City of Columbia, SC
Event Title	Water Main Relocation along Sebring Drive	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held September 29,	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	9/22/2021 01:45:00 PM (ET)	Phone	
Close Date	10/14/2021 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LG Utility Contractors	Lugoff	SC	10/14/2021 08:46:26 AM (ET)	1	\$160,737.00
Southern Roots Landscape Management, LLC	marietta	GA	10/14/2021 09:05:27 AM (ET)	1	\$239,405.50
Smoak Construction	Little Mountain	SC	10/12/2021 09:43:57 PM (ET)	1	\$305,127.50

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: October 19, 2021

SUBJECT: PROJECT: BID#008-21-22-LB – Water Main Relocation Along Sebring Drive (WM4587) MPP Protégé Only

Bids for this project were opened publicly at 9:30A.M., October 14, 2021.

Bids submitted for the referenced project were in participation with the **Mentor Protégé Only Implementation Program**. The apparent *responsive* low bidder is LG Utility Contractors, Inc. of Lugoff, SC at \$160,737.00

Please review for Mentor Protégé Only Implementation 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: 10/21/2021

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Fortiline Water Works 221 Laurel Road Lexington, SC 29073 DUNS #82-765-8506 CAGE Code - 4JWU7	V001462	Materials	\$23,116.19	14.38 %		
				%		
				%		
				%		
				%		

%

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: \$ 23,116.19

TOTAL CONTRACT AMOUNT: \$ 160,737.00

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

Business Name: LG Utility Contractors, Inc.

Representative Name/Title: Suzanne B Leitner/President

Date: October 14, 2021

Contract Amendment #2

Chemicals for Water and Wastewater Treatment Plants

BID005-19-20-LTD

Carus, Limited Liability Corporation

November 5, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carus, Limited Liability Corporation (Vendor) to increase the price of Lot 8 Blended Phosphate/Corrosion Inhibitor, a treatment chemical for the Canal Water Treatment Plant and Lake Murray Water Treatment Plant, from \$840.00 per ton (\$0.42 per pound) to \$1,300.00 per ton (\$0.65 per pound). The price increase will be effective December 15, 2021. Due to the price increase, funding will be added to the following:

- Add funding in the amount of \$100,000.00 (Purchase Order# P191089) for the Canal Water Treatment Plant.
- Add funding in the amount of \$62,100.00 (Purchase Order# P191101) for the Lake Murray Water Treatment Plant.

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**

Carus, Limited Liability Corporation

City of Columbia

Office of the City Manager

Barbie Smith - Inside Sales ManagerTeresa Wilson, City Manager

Print Name

Barbie Smith

Signature

Signature

November 17, 2021

Date

Date

Witness

APPROVED AS TO FORM[Signature]Legal Department City of Columbia, SC
11/9/2021

From: [Fox, Dawn](#)
To: [Watford, Lucas T \(Trent\)](#)
Cc: [Scott, Naila J](#); [Scott, Debbie L](#)
Subject: [EXTERNAL] RE: CARUS CA#1 - FOR SIGNATURE (URGENT)
Date: Thursday, October 21, 2021 4:36:42 PM
Attachments: [image004.png](#)
[image005.png](#)
[image007.png](#)
[Innophos November 1st 2021 Price Increase Announcement.pdf](#)
[Price increase letter effective Oct 1 2021.pdf](#)
[2021 Global Phosphate Market .docx](#)
[Price Increase letter November 2021.pdf](#)

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Hello Trent,

As discussed, very recent developments in the market for phosphate raw materials has compromised both the supply chain and costs for raw materials.

The recent developments include:

1. Global supply constraints related to India and China affecting exports of raw materials
2. Global transportation crisis affecting inbound and out bound delivery of finished goods
3. Volatile price environment yielding large movement in raw material and transportation cost.

Please see the attached excerpts indicating a large increase in global demand and lower supply available as China ceases to export any phosphate material until June 22. In addition, raw materials (see attached), transportation and energy cost continue to increase. Also below is the PPI index for phosphates showing an increase of 90% from last year, 61% from the beginning of the year.

As this situation remains fluid and may improve or deteriorate over the next few months, we respectfully request a price adjustment as outlined below:

CARUS™ 8500 water treatment chemical bulk from \$0.42/lb. delivered to \$.65/lb. delivered.

Carus LLC is positioned well to meet our customers' demands as we have supply agreement with multiple domestic producers, however we will need to develop sourcing and supply arrangements that are fair and effective for all parties.

We appreciate your understanding in these very unprecedented times.

Please let us know if you would like to discuss further.

Industry: Chemicals & Allied Products												
Product: Phosphates (5202)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	156.7	156.2	163.4	163.5	169.6	170.1	165.5	167.3	173	179.8	188	193.4
2021	204.7	219.3	244.3	257.5	285.2	296.2	306.8	310.6	329.5			

Dawn Fox | Inside Sales Analyst

Carus | 315 Fifth St | Peru, Illinois, USA 61354
 Office: +1 800-435-6856 | Direct: 815-224- 6564
 Fax: +1 815 224-6697

www.CarusLLC.com
[LinkedIn](#) | [Facebook](#)
[Sign-Up for Our Email List!](#)



October 15, 2021

Dear Valued Customer:

Our markets remain amid significant inflationary pressure. This continues to have a major impact on the production costs of Prayon products. Raw material, freight, labor, and other supply chain related costs to serve our markets remain markedly higher. In addition to the elevated costs of these inputs, availability of them is also becoming much more complex. Given this current reality, effective November 1, 2021, or as contracts permit, Prayon will increase pricing as follows:

All Grades of Phosphoric Acid	\$0.20/pound
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All Phosphate Salts	\$0.20/pound
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All other terms and conditions remain unchanged.

Payment terms remain Net 30 days.

Thank you for your support in providing accurate forecasts of your phosphate and phosphoric acid needs. This information has a positive effect on our ability to navigate a dynamic supply chain. While we will make every effort to assist with unforecasted volume, Prayon will not be obligated to supply additional volume beyond our mutually agreed upon commitments or ongoing monthly averages.

As a reminder, attached are our standard terms and conditions of sale for your review.

We appreciate greatly the business you place with Prayon and remain committed to providing you with superior products and service.

If you have any questions, please contact your Area Sales Manager.

Sincerely,

Troy N. Rainbolt
Vice President
Sales and Marketing

Prayon Inc.

1610 Marvin Griffin Road
Augusta, GA 30905

706 798 4346

706 798 0015

www.prayon.com

Sales Order Terms & Conditions

1. EXCUSE OF PERFORMANCE. (a) Deliveries may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage; pandemic, lack of adequate fuel, power, raw materials, labor, containers, or transportation facilities; compliance with governmental requests, laws, regulations, orders, or actions; breakage or failure of machinery or apparatus; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of such party; or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of a material upon which the manufacture of the goods is dependent
(b) If Seller determines that its ability to supply the total demand for the goods, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the goods, is hindered, limited or made impracticable, Seller may allocate its available supply of the goods or such material (without obligation to acquire other supplies of any such goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.
(c) Deliveries suspended or not made by reason of this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the goods theretofore delivered.

3. WEIGHTS, CONTAINERS AND ANALYSIS. In the case of bulk carload, tank car, tank truck or barge shipments, Seller's weights shall govern unless proved to be in error. Where returnable containers are used in shipment, title to such containers shall remain in Seller, and a deposit in the amount required by Seller must be made at the time payment is tendered for the goods. Such containers must be kept in good condition, must not be used for any material other than the goods shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

Seller may take, retain, and store samples of the goods at the time of pre-shipment analysis, in accordance with industry practice in order to determine compliance with the current specification for the goods, quantity and weight, attributable to each Purchase Order. Seller's pre-shipment analysis shall be conclusive proof of conformity to such specifications and determinative of delivered quantities and weights, in each case for all purposes.

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either (a) the average of the monthly quantities purchased by Buyer for the preceding contract months or (b) the maximum quantity covered by this contract divided by the number of months in the period of this contract (provided, however, that if different quantities apply to different time periods within the period of this contract, Seller may limit shipments based upon the current maximum quantity for the applicable time period under this contract divided by the number of months in such time period). Any quantity not shipped as a result of any such limitation shall be deducted from the total quantity of this contract. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions. Overruns or underruns of up to five (5) percent shall constitute due performance of any order.

Terms of delivery will be in accordance with the latest edition of Incoterms published by the International Chamber of Commerce.

5. LIMITED WARRANTY. Subject to Section 6 and unless otherwise expressly provided herein, Seller warrants title and that the goods shall conform to Seller's standard specifications or to the attached specifications, if any. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with any other material.

6. LIMITATION OF LIABILITY. (a) Within thirty (30) days after receipt of each shipment of the goods, Buyer shall examine such goods for any damage, defect, or shortage. All claims for any cause whatsoever (whether such cause be based on contract, negligence, strict liability, other tort or otherwise) shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods, in respect to which such claim is made, or, if such claim is for non-delivery of such goods, within sixty (60) days after the date upon which such goods were to be delivered, provided that as to any such cause not reasonably discoverable within such sixty (60) day period (including that discoverable only in processing, further manufacture, other use or resale) any claim shall be made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods, in respect to which such claim is made, or within thirty (30) days after Buyer learns of the facts giving rise to such claim, whichever shall first occur. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of the goods shall have then taken place.

(b) BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE ARISES OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH GOODS, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. Seller shall not be liable for, and Buyer assumes liability for, all personal injury and property damage connected with the handling, transportation, possession, processing, further manufacture, other use or resale of the goods, whether the goods are used alone or in combination with any other material. Transportation charges for the return of the goods shall not be paid unless authorized in advance by Seller.

(c) If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the goods, Seller shall not be liable for, and Buyer assumes all risk of, such advice and the results thereof.

7. TRANSFER OF RISKS AND TRANSFER OF PROPERTY. Risk of loss, damage and contamination for the goods shall pass from Seller to Buyer in accordance with the applicable Incoterms. Irrespective of any other terms, it is expressly agreed that the transfer of property of the delivered goods will only take place after the Buyer has paid them in full.

8. PATENTS. Subject to Section 6 and unless otherwise expressly provided herein, Seller warrants that the goods sold pursuant to this contract, except for those made for Buyer according to Buyer's specifications do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and that, if Seller is affected, Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of the goods or any material made therefrom, whether the goods are used alone or in combination with any other material, will not infringe a patent. Seller reserves the right to terminate Seller's warranty under this Section 8 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of such undelivered goods.

9. PRICE REVISION. The price, point of delivery, service allowance, if any, and terms of payment herein specified may be revised at any time without notice.

10. FREIGHT AND TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and hereafter becoming effective and any tax or governmental charge or increase in same (excluding any franchise or income tax or other tax or charge based on income) (a) increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein or (b) payable by Seller because of the production, sale, or delivery of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, Value Added Tax, may, at Seller's option, be added to the price herein specified.

11. HARDSHIP CLAUSE. IF, during the course of the contract, Raw Material costs or the costs of the components to produce and deliver the goods (including, but not limited to, utilities, packaging, freight) were to increase significantly, Seller reserves the right to pass on the entire cost of the increase, or some portion thereof, in the form of a surcharge for as long as this condition persists.

12. COMPLIANCE WITH CERTAIN LAWS. Subject to Section 6 and unless otherwise expressly provided herein, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246.

13. ASSIGNMENT. Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

14. MISCELLANEOUS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS CONTRACT AND ANY DISPUTE CONNECTED HEREWITH SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. This contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and condition of their agreement. Except as provided in Sections 9 and 10 hereof, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein.

No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.



Innophos, Inc.
259 Prospect Plains Road ♦ Building A
Cranbury, NJ 08512-3706
Telephone: (609) 495-2495
Fax: (609) 860-0138
www.innophos.com

October 7, 2021

Dear Valued Customer,

The specialty phosphate market continues to be challenged by unprecedented demand across each industry. Inflationary market dynamics for all raw materials, logistics and labor continue to be unsettled. This rapidly changing environment has made necessary the following price change notice effective immediately and implemented for all orders shipping on or after Nov. 1st, 2021 (subject to any existing contracts):

- Additional 25% off-list price increase for all phosphate salt products (your local sales representative can confirm the exact price increase for each specific product), which is in addition to all previous announced price increases in 2021
- Firm price offers continue to be limited to monthly or quarterly price firmness moving forward (as determined and agreed to by Innophos in writing)
- All open pricing discussions/supply agreements in process and unconfirmed for Q4 2021 or Jan 1, 2022 are being re-evaluated to assess pricing, volume, and payment terms (Innophos will communicate adjustments needed through your local sales representative)
- Volumes above historical average monthly run rates or beyond agreed commitments are subject to availability and list pricing. Any product shipped with special conditions or payment terms are subject to additional pricing and modifications

Innophos remains committed and steadfast in its approach to serving our customers with high quality and innovative solutions for the long term.

Innophos values your business, and we remain committed to being your supplier of choice, serving both your current and future needs while always operating according to our core values of Integrity, Quality, Safety, Respect, and Ethics.

If you have any questions, please do not hesitate to contact your regional Innophos Sales Executive.

Regards,

Leon Buzali

A handwritten signature in black ink, appearing to read "Leon Buzali", written over a light blue horizontal line.

Commercial Director
Industrial Specialties

Miguel DeJong

A handwritten signature in black ink, appearing to read "Miguel DeJong", written over a light blue horizontal line.

Commercial Director
Food & Health

Matt Phillips

A handwritten signature in black ink, appearing to read "Matt Phillips", written over a light blue horizontal line.

Commercial Director
Distribution

September 27, 2021

China to End Phosphate Exports through June 2022

National Development and Reform Commission and other 12 government departments send a notice to the major phosphate producers Sunday, September 26, ordered an end to all phosphate exports through June 2022. All unshipped contracted tons are to decrease the tonnage, postpone shipment or have the contracts canceled. In addition, the ban includes deals with third-party traders. The move was officially designated to guarantee supply and steady prices for the domestic market.

The move follows new rules to limit the amount of urea made available for export. An earlier statement from the NDRC said all regions in the country must report to the NDRC "within 10 working days from the beginning of the next quarter the situation of the fertilizer market in each quarter." The directives make more urea exports difficult.

Morocco's OCP ups 4Q phosacid price in Europe by \$240/t

12 Oct 2021 11:24 GMT

London, 12 October (Argus) — Moroccan phosphates producer OCP has agreed fourth-quarter phosphoric acid prices with some European buyers, with levels up by \$240/t P2O5 on the third quarter.

There was no confirmation from the buy side. OCP confirmed the price today following reports late last week. *Argus* assessed phosphoric acid at \$1,265-1,290/t P2O5 cfr western Europe for the third quarter.

Discussions with Indian buyers for fourth-quarter prices are ongoing. But European levels typically follow those agreed on a cfr India basis.

The rise in acid prices follows a surge in global phosphates prices since mid-2020. The *Argus* DAP index, a basket of fob prices from the top five export markets, hit 191.5 points last week, up by 118pc from the start of July last year.

By Harry Minihan

October 12, 2021

India Approves \$3.8 B Increase in Fert Subsidy

India will provide an additional 286.55 billion rupees (\$3.8 billion) to fertilizer companies as compensation for selling products at lower than market prices to farmers, according to *Bloomberg* citing a government statement said.

A cabinet meeting chaired by Prime Minister Narendra Modi approved the enhanced subsidy for winter-sown crops late Tuesday. The subsidy on of DAP is being raised by 438 rupees per bag and 100 rupees per bag for nitrogen, phosphorus and potassium fertilizers.



Innophos, Inc.
259 Prospect Plains Road ♦ Building A
Cranbury, NJ 08512-3706
Telephone: (609) 495-2495
Fax: (609) 860-0138
www.innophos.com

August 30th, 2021

Dear Valued Customer,

Demand for Innophos products, based on their highly functional, nutritional and cost-efficient attributes, remains robust and is expected to continue. In addition, the markets are still experiencing macro-economic cost increases that are impacting labor, freight, logistics, raw materials, as well as unfavorable exchange rates.

While Innophos is doing its best to minimize the impact to our customers, we will need to reflect the costs of resources, investment, and macro-economic impacts in the price of our product moving forward. Therefore, Innophos will be implementing an additional price increase on or after October 1st, or as early as contract terms permit, as follows:

- Purified Phosphoric Acid (All-Grades and All-Strengths) \$0.06/lb (6cts/lb)
- Phosphate salts (All-Grades) \$0.10/lb (10cts/lb)

Innophos remains committed and steadfast in its approach to service our customers with high quality and innovative solutions for the long term. Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your regional Innophos Sales Executive.

Regards,

Leon Buzali

A handwritten signature in black ink, appearing to read "Leon Buzali".

Commercial Director
Industrial Specialties

Migue DeJong

A handwritten signature in black ink, appearing to read "Migue DeJong".

Commercial Director
Food & Health

Matt Phillips

A handwritten signature in black ink, appearing to read "Matt Phillips".

Commercial Director
Distribution

CONTRACT FOR SERVICES

This Contract is being awarded under procurement method BID037-20-21-LTD

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and EnviroWaste Services Group, Inc., with legal address and principal place of business at 18001 Old Cutler Road, #554, Palmetto Bay, FL 33157 (hereinafter referred to as the “Contractor”), to provide wet well cleaning services.

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

1. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for initial term of two (2) years and six (6) months, with an option to renew for two (2) additional one-year periods at the mutual pleasure of both parties. All price will remain in effect throughout term of any potentially awarded contract.

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the

City of Columbia and EnviroWaste Services Group, Inc.
Wet Well Cleaning

period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the Metro Wastewater Treatment Plant.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for the initial six (6) months of wet well cleaning services, shall not exceed One Hundred Ninety-One Thousand Six Hundred Dollars and Zero Cents (\$191,600.00).

The compensation to be paid by the City to the Contractor under this Agreement, for the annual wet well cleaning services, shall not exceed Two Hundred Seventy-Five Thousand Six Hundred Dollars and Zero Cents (\$275,600.00). The Contractor shall be responsible for additional services to clean the IPS wet well and chlorine contact basins, if needed. The Contractor will provide the cost to complete the cleanings, including all costs for equipment, materials, personnel, and labor. These services will be an extra billable item.

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

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID037-20-21-LTD**

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

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

1. Original Solicitation and Scope of Services.
2. All Exhibits, Appendices, Schedules and other attachments to the solicitation.
3. Bidder's Response.
4. This Contract
5. All applicable bonds, insurance and other applicable documents.
6. Any modifications, including Change Orders, duly delivered after execution of the Contract.

7. **MISCELLANEOUS**

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

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

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

City of Columbia and EnviroWaste Services Group, Inc.
Wet Well Cleaning

Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

City of Columbia and EnviroWaste Services Group, Inc.
Wet Well Cleaning

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

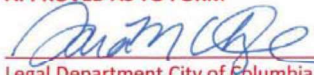
City of Columbia and EnviroWaste Services Group, Inc.
Wet Well Cleaning

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
11/5/2021

CONTRACTOR

Print Signature Date: _____

City of Columbia and EnviroWaste Services Group, Inc.
Wet Well Cleaning

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Business Information Statement for Contractor

Exhibit C - Signed Conflict of Interest Statement

EXHIBIT A

SCOPE of SERVICES

The Contractor shall provide all adequate labor, materials, personnel, equipment, vacuum trucks, and incidentals necessary to perform the cleaning of the wet wells in a timely manner at 1200 Simmon Tree Lane, Columbia, SC 29201 of the Metro Wastewater Treatment Plant wet wells for Train #1 Dissolved Air Floatation (DAF) and Train #2 Dissolved Air Floatation, Train #1 Primary Influent Channel, Train #2 Primary Influent Channel, and sanitary sewer lift station wet wells as follows:

- #065- Mill Creek – 5200 Bluff Road, Columbia, SC 29209
- #335- Broad River – 1875 Bentley Drive, Columbia, SC 29210
- #295- North Columbia – 3245 Lucius Road, Columbia, SC 29201

The Contractor shall be responsible for additional services to clean the IPS wet well and chlorine contact basins, if needed. The Contractor will provide the cost to complete the cleanings, including all costs for equipment, materials, personnel, and labor. The service will be an extra billable item.

PROJECT SCOPE

1. The Contractor shall clean each Dissolved Air Floatation (DAF) and lift station twice (two times) per year. Also, the Contractor shall clean each Primary Influent Channel once (one time) per year.
2. The Contractor will vacuum out each Primary Influent Channel along with Train #1 and Train #2 mixed sludge wet well, which is approximately 1,284 feet.
3. Transportation and hauling is required using dewatering boxes to properly dispose of all material, debris, grit and grease to complete the work. The City of Columbia will provide the dewatering boxes. The Contractor shall provide a contingency plan for dewatering box rental if it is determined and agreed upon the City of Columbia that the City's dewatering boxes are not sufficient to complete the cleanings. Disposal of solid waste from the dewatering boxes to include, but not be limited to, transportation, hauling, and disposal fees; by-pass pumping (if required); traffic control (if required); seventy-five (75) hours of miscellaneous confined space entry (this may include repairing guide rails, replacing pump bases, repairing discharge piping, etc.) Final wash down of the wet wells, piping, hardware, floats, monitors, components, etc.
4. The Contractor will provide digital copies of the inspection and documentation of the pre and post-cleaning of the wet wells in the form of professionally prepared reports for the City of Columbia lift stations, each Dissolved Air Flotation (DAF), and each Primary Influent Channel identified.

5. The Contractor will complete and perform all inspections in accordance with the latest NASSCO (National Association of Sewer Service Companies) manhole inspection standards and using MACP (Manhole Assessment and Certification Program) inspection coding and defect classification. All inspections will be performed by individuals currently hold MACP certification with a minimum of five (5) years' experience in manhole and wet well inspections.

ASSISTANCE PROVIDED BY THE CITY

1. A representative of the City will provide maps and drawings showing the locations of the wet wells to be cleaned.
2. A representative of the City will be available to answer questions and review situations requiring approval by the City or not covered by the specifications on a case by case basis.

ADMINISTRATION, INVOICING AND GUARANTEE

1. The Contractor will track the frequencies and provide reminders to the Metro Wastewater Treatment Plant's staff of the upcoming scheduled cleanings.
2. The Contractor will submit itemized invoices.
3. The Contract will re-clean any wet wells or influent channels found to not be thoroughly cleaned at no additional expense to the City of Columbia. Acceptance of any work will dependent upon the approval by City personnel.

SAFETY REGULATIONS

1. The Contractor will comply with all Federal, State and Local ordinances pertaining to the type of work specified herein. The Contractor will pay particular attention to the laws and ordinance relating to transportation of material (DOT) and traffic safety regulations.
2. The Contractor will adhere to Federal and State laws in reference to Sanitary Sewer Overflows (SSOs).
3. The Contractor will conform to OSHA's requirement and regulations while operating in a confined space that requires a permit.

CLEANING

1. The Contractor shall provide cleanings that consist of, but not limited to: removal and disposal of all materials, debris, grit and grease from the wet wells, connected piping, hardware, floats, monitors, components, etc.
2. The Contractor will complete one lift station cleaning within a 40-hour work week

timeframe, if the conditions are willing.

3. The Contractor will separate the solids and debris from the water on-site and only placed the water back into the City's sewer system. The operation should not create onerous or objectionable odors.
4. The Contractor is responsible for disposing all solids, grease (including dissolved grease), sludge and materials at an approved solids handling facility in accordance with State, Federal, and Local regulations. The Contractor shall meet State and City regulations for sludge and liquid transportation to the disposal facility. The Contractor shall be responsible for all fees and tipping charges for disposal.
5. The Contractor is responsible for cleaning up any material spills in accordance with State, Federal and Local regulations. Stockpiling of the debris and materials on site is not permitted.
6. The Contractor will remove equipment from the wet well or channel before the cleaning is completed, in the events, the wet well or channel will need to be place online in an emergency.
7. The Contractor will take responsibility as a third party, and clean up, to include supplying vacuum trucks, at no expense to the City of Columbia, for a SSO (Sanitary Sewer Overflow).
8. The Contractor will have the equipment, certified drivers, and the ability to haul City of Columbia's dewatering boxes. The boxes are approximately 30 cubic yards in size. A roll off truck is required to haul them.
9. The Contractor will haul the empty dewatering boxes from Metro Wastewater Treatment Plant to the lift stations, haul the filled dewatering boxes from the lift stations to the landfill, haul dewatering boxes from the landfill back to the plant, clean the boxes, and restage the dewatering boxes for future use.
10. The Contractor will coordinate with the City of Columbia wastewater staff to ensure the location of dewatering boxes doesn't interfere with regular lift station maintenance operations. The Contractor will provide cleaning schedules. The schedules will be discussed in further detail.
11. The Contractor will insert and remove the box liners before and after cleaning the lift stations and channels.
12. The Contractor will remove and put the tarps back on the dewatering boxes.
13. The Contractor will manipulate the hoses, dewatering boxes, and tarps in order to speed up the draining and/or cleaning process at the lift stations and the plant.

14. The Contractor will supply and apply lime to the boxes to help cover the odor.
15. The Contractor will haul and mix saw dust in the dewatering boxes and channels in order for them to dry out quicker. A back hoe and a dump truck is needed.
16. In the event of any damages to the dewatering boxes or other equipment at the lift stations or the plant, the Contractor will incur the expenses that results from negligence on their behalf.
17. The Contractor will be solely responsible for damages resulting from unauthorized sewer discharges and spills related to the project. Any debris or material cleaned from the wet well shall not be allowed to enter the station pump suction or be pumped downstream. Pumping of debris downstream of the pump station or to another part of the system is strictly prohibited. Under no circumstances shall sewage or solids removed in the cleaning process be dumped into streets, ditches, catch basins, storm drains, sewer manholes, wet wells, cleanouts or dumps.
18. All interior surfaces of the wet well shall be thoroughly cleaned by means that will not damage pumps, instrumentation or wet well structure. Some cleaning may require mechanical hand cleaning.
19. Sanitary sewer dewatering of the Vacuum Truck or tank may be discharged into the sanitary sewer system at a manhole downstream of the pipe segments that have been cleaned. Storm water dewatering may be discharged to a downstream location, as approved by the Engineer.
20. The Contractor will be on call 24 hours/ 7 days per week and respond to all emergencies at the lift stations and Metro Wastewater Treatment Plant in a timely manner.

UTILITIES USAGE

1. The Contractor will make his own arrangement for all utilities (e.g., water service connection, temporary electrical services, etc.) required for the work.
2. In order to use water from a fire hydrant, the Contractor will apply for a temporary hydrant meter. The City of Columbia shall waive all fees for such application, for this project; however, the Contractor will be responsible for all water usage fees.

TEMPORARY PUMPING AND TRUCKING

1. The Contract will supply the necessary pumps, conduits, and other equipment necessary to pump out the wet wells and divert the flow of sewage in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during period of rain events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system.

2. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps while in use. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
3. The Contractor will be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of work.
4. If sewage backs up or spills occur and enters buildings or spills into the environment and surrounding area, the Contractor will be responsible for cleanup, repair, property damage, cost, reports, documentation, and claims.
5. The Contractor will not receive direct payment for any cost associated with temporary sewage pumping and trucking.

MISCELLANEOUS SUBMITTALS

The Contractor will submit any miscellaneous submittals related directly to the work to include: project photographs, physical work records, statements of applicability, copies of industry standards, field measurement data, operating and maintenance materials, and devices and materials applicable to the work but not processed as show drawings, product data, or samples.

RECORDING OF FIELD OBSERVATIONS

1. The Contractor will provide the City four (4) original reports signed and dated that include the following information at each sanitary sewer lift station:
 - a. Photographs of all wet wells and components showing the pre-existing conditions prior to cleaning.
 - b. Photographs of all wet wells and components showing the post cleaning conditions.
 - c. Photographs of the debris removed from each wet well.
 - d. A description of the quantity and type of debris removed from each wet well.
 - e. A description of the condition and type of material of all structural component of each wet well such as walls, floors, fixtures, roofs/ceilings, pipe, access panels and all component such as pumps, etc. within each cleaned wet well.
 - f. The means and methods used to clean the wet wells.

SITE RESTORATION AND CLEAN UP

1. The Contractor is responsible to ensure all areas disturbed by, during or as a result of maintenance activities shall be restored to their pre-existing or better condition. Areas should be restored as soon as possible.
2. The Contractor will clean up after the lift stations and channels are cleaned.
3. If the Contractor or his employees cause any damage to public or private property, the Contractor is required to make repairs immediately. The City of Columbia may, however, elect to make repairs or replacement for damaged property and deduct the cost of such from moneys due, or to become due and payable to the Contractor under any resulting contract based on the terms and conditions outlined herein.

COST SHEET

This sheet is to be submitted back with your response.

Line Item #	Description	Estimated Quantities	UOM	Unit Cost	Extended Cost
1	Train #1 DAF Cleaning	2 times – per year	Each	10,500.00	21,000.00
2	Train #2 DAF Cleaning	2 times – per year	Each	10,500.00	21,000.00
3	Train #1 Primary Influent Channel	1 time – per year	Each	7,800.00	7,800.00
4	Train #2 Primary Influent Channel	1 time – per year	Each	7,800.00	7,800.00
5	Mill Creek Lift Station Cleaning	2 times – per year	Each	38,500.00	77,000.00
6	Broad River Lift Station Cleaning	2 times – per year	Each	35,000.00	70,000.00
7	North Columbia Lift Station Cleaning	2 times – per year	Each	28,000.00	56,000.00
8	Miscellaneous Confined Space Entry Work	75	Hours	200.00	15,000.00
	Total (Add line item #1- #8) (This cost shall be placed on eBidcolumbiase and page 7)				275,600.00
9	Optional Cost: Contingency Dewatering Box Rental (per rental amount up to seven (7) containers annually (This cost shall be placed on eBidcolumbiase and page 7)	7	Each		No bid
10	Additional Services not otherwise classified; please state below. If none, state N/A or None here: (This cost shall be placed on eBidcolumbiase and page 7)				TBD
Total Combined Extended Cost for Maintenance This amount should be submitted to eBidcolumbiase and page 8.					275,600.00

#10

Additional Services:

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: EnviroWaste Services Group, Inc

Headquarters Address: 18001 Old Cutler Rd, #554

Palmetto Bay, Fl. 33157

Local Office Address,
if applicable:

940 Crafters Ln

Pineville, NC 28134

Phone No.: 305-637-9665

Fax No.: 305-637-9659

Email address: info@ewsg.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 65-0829090

DUNS Number: 04-111-7429

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

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

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

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

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

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

Name/Title: Eduardo Barba Corporate Secretary

Phone Number: 305-637-9665

Form Completed by:


Authorized Signature

7/6/21

Date

EXHIBIT C

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

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

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

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

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

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

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

Please check only one box below.

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

☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair**

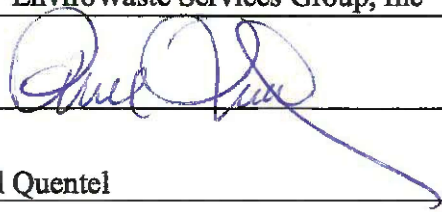
Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

No

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part? NO

Company Name: EnviroWaste Services Group, Inc

By: 

Print Name: Paul Quentel

Title: CEO

Date: 7/6/21

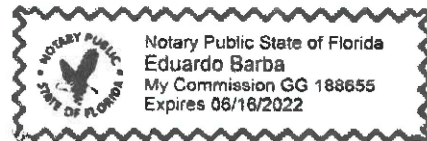
Subscribed and sworn to before me

this 6 day of July, 20 21



(Notary Public)

My commission expires 6/16/22



Event Number	BID037-20-21-LTD Addendum 3	Organization	City of Columbia, SC
Event Title	Wet Well Cleaning	Workgroup	Purchasing
Event Description	A Non-Mandatory, but highly recommended	Event Owner	LaToyia Davis
Event Type	IFBs	Email	latoyia.davis@columbiasc.gov
Issue Date	6/17/2021 05:00:10 PM (ET)	Phone	
Close Date	7/22/2021 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
envirowaste services group, inc	palmetto bay	FL	7/19/2021 04:34:07 PM (ET)	1	\$275,600.00
Wind River	Stanley	NC	7/22/2021 09:36:48 AM (ET)	1	\$495,933.00
P&S Construction Co., Inc.	Lexington	SC	7/21/2021 07:02:10 PM (ET)	1	\$778,290.00

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

Official Bid Tabulation

**Submit Responses Online using the City of
Columbia's online bidding system,
<https://columbiasc.ionwave.net>
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: June 17, 2021	Bids will be opened at 2:00 P.M. ET on July 8, 2021 and may not be withdrawn within 60 days after such date and time.	Bid No: BID037-20-21-LTD
Bid Title: Wet Well Cleaning		Reason For No Bid:
Vendor Name:		
Vendor Mailing Address:		
City-State-Zip:		
Telephone No:		
Fax No:		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		
		AUTHORIZED SIGNATURE (MANUAL)
		AUTHORIZED SIGNATURE/TITLE (TYPED)
		E-MAIL ADDRESS
General Conditions		
Electronic Bids: All bids must be submitted using the eBidcolumbiase System. Bids not submitted on the eBidcolumbiase system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.		
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.		
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiase and explain the reason in the space provided for comments.		
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiase. Bid tabulations will not be provided by telephone.		
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.		
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.		

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.
22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.
23. Protested solicitations and awards.
- (a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.
- (b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.
- (c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
- (d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.
- (f) Request for review. The request for a review shall not stay the contract unless fraudulent.
24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts/rules-regulations

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiascwater.net/business-resources/local-business-enterprise-program/

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I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for Wet Well Cleaning are subject to the conditions, and all provisions, etc., set forth herein and attached, and will be received electronically using eBidcolumbiasc until 2:00 PM (ET), July 8, 2021 then publicly opened and read.

The initial contract term is anticipated to begin July 2021. The term shall be for one three (3) year contract, and expires on June 30, 2024. The City of Columbia reserves the option to renew this contract for a period of two (2) additional one-year periods. Any renewal of this agreement must be in writing and signed by the parties at least 60 days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2026.

All prices will remain in effect throughout the term of any potentially awarded contract. Any renewal pricing will be capped using the most recent report by the Consumer Price Index for All Urban Consumers (CPI-U) on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.

The commodity must be furnished as described, specified and delivered to the locations listed on page 9. All bid prices must include cost of transportation to the required destination.

Bid No. **BID037-20-21-LTD**

By: La'Toyia Davis, Buyer
 La'Toyia Davis

**QUANTITIES /COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

Services:

Total*

Cleanings and Confined Space Entry Work \$ _____
 (Total amount from line item #1 - #8 on page 17)

Optional Cost: Contingency Dewatering Box Renal \$ _____
 (Total amount from line item #9 on page 17)

Additional Services not otherwise classified \$ _____
 (Total amount from line item #10 on page 17)

Total Combined Extended Cost for Maintenance \$ _____
 (Total amount from line item #1 - #10 on page 17)

*Price is to be entered onto eBidcolumbiasc at <https://columbiasc.ionwave.net>.

DO NOT include the sales tax in the bid price.

A Non-Mandatory, but highly recommended, Pre-Bid meeting will be held virtually via a Zoom meeting on June 24, 2021 at 10:00 AM (ET).

The instructions for the Pre-Bid Meeting are below:

Topic: BID037-20-21-LTD Wet Well Cleaning

Time: Jun 24, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82158838093?pwd=aFpla0JXNXA1NW12Y2R0VIVQTnZIUT09>

Meeting ID: 821 5883 8093

Passcode: 4Xj9CN

One tap mobile

+19292056099,,82158838093#,,, *834010# US (New York)

+13017158592,,82158838093#,,, *834010# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 821 5883 8093

Passcode: 834010

Find your local number: <https://us02web.zoom.us/j/82158838093>

Each participant attending the pre-bid meeting will need to email your name, organization your representing, telephone number and email address to LaToyia.Davis@columbiasc.gov and copy procurement@columbiasc.gov, at least an one (1) hour prior to the start of the meeting.

A mandatory guided site visit will be held on June 30, 2021 at 9:00 AM (ET) beginning at the City of Columbia, Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201. The guided site visit should be completed by 1:00 PM (ET).

Last day for questions is July 1, 2021 at 5:00 PM (ET) and must be submitted using eBidcolumbiasc.

The Bid Opening will be held on July 8, 2021 at 2:00 PM (ET). No late bids will be accepted. The bid opening will be conducted via conference call. Please call 1-888-557-8511 and then enter the access code 3326299# when prompted to participate.

It is the intention of the City to award to only one vendor; the lowest responsive and responsible vendor.

Schedule of Events

Invitation to Bid issued	June 17, 2021 5:00 PM (ET)
Pre-Bid Meeting	June 24, 2021 10:00 AM (ET)
Mandatory Site Visit	June 30, 2021 9:00 AM (ET)
Last Day for Questions	July 1, 2021 5:00 PM (ET)
Invitation to Bid Opening	July 8, 2021 2:00 PM (ET)
Intent to Award (Tentative)	July 19, 2021
City Council Approval (Tentative)	August 3, 2021

**All dates after opening are tentative*

III. SCOPE of SERVICES

The City of Columbia's Metro Wastewater Treatment Plant is seeking bids from qualified contractors to provide the cleaning and maintenance for the plant's wet wells for dissolved air flotations, primary influent channels, and sanitary sewer lift stations.

WET WELL CLEANING SPECIFICATIONS:

A. PROJECT SCOPE

1. The Contractor must perform all tasks required for cleaning at 1200 Simmon Tree Lane, Columbia, SC 29201 of the Metro Wastewater Treatment Plant wet wells for Train #1 Dissolved Air Flotation

(DAF) and Train #2 Dissolved Air Flotation (DAF), Train #1 Primary Influent Channel, Train #2 Primary Influent Channel, and sanitary sewer lift station wet wells which includes:

- #065-Mill Creek – 5200 Bluff Road, Columbia, SC 29209
 - #335-Broad River – 1875 Bentley Drive, Columbia, SC 29210
 - #295-North Columbia – 3245 Lucius Road, Columbia, SC 29201
2. Each Dissolved Air Flotation (DAF) and lift station shall be cleaned twice (two times) per year. The cleaning shall consist of, but not limited to: removal and disposal of all materials, debris, grit and grease from the wet wells, connected piping, hardware, floats, monitors, components, etc.
 3. Each Primary Influent Channel shall be cleaned once (one time) per year. The cleaning shall consist of, but not limited to: removal and disposal of all materials, debris, grit and grease from the wet wells, connected piping, hardware, floats, monitors, components, etc. Also, each Primary Influent Channel must be vacuumed out along with the Train #1 and Train #2 mixed sludge wet well. The total footage is approximately 1,284 feet.
 4. Transportation and hauling is required using dewatering boxes to properly dispose of all material, debris, grit and grease to complete the work. The City of Columbia will provide the dewatering boxes. The Contractor shall provide a contingency plan for dewatering box rental if it is determined and agreed upon the City of Columbia that the City's dewatering boxes are not sufficient to complete the cleanings. Disposal of solid waste from the dewatering boxes to include, but not be limited to, transportation, hauling, and disposal fees; by-pass pumping (if required); traffic control (if required); seventy five (75) hours of miscellaneous confined space entry (this may include repairing guide rails, replacing pump bases, repairing discharge piping, etc.) Final wash down of the wet wells, piping, hardware, floats, monitors, components, etc.
 5. The Contractor must provide digital copies of the inspection and documentation of the pre and post-cleaning conditions of the wet wells in the form of professionally prepared reports for the City of Columbia lift stations, each Dissolved Air Flotation (DAF), and each Primary Influent Channel identified in this contract.
 6. All inspections performed by the Contractor must be completed in accordance with the latest NASSCO (National Association of Sewer Service Companies) manhole inspection standards and using MACP (Manhole Assessment and Certification Program) inspection coding and defect classification. Inspections shall be performed by individuals currently holding MACP certification with a minimum of five (5) years experience in manhole and wet well inspections.
 7. The type and condition of the material and debris in the identified wet wells is unknown. There are no claims as to the condition, hardness, size or type of materials to be removed. A City of Columbia representative shall inspect each wet well after cleaning and removal of all materials and debris. Any observed discrepancies shall be corrected to the satisfaction of the City.
 8. The number, size, depth and type of wet wells and all associated components will vary per lift stations.

B. QUALIFICATIONS FOR WET WELL CLEANING

1. The Contractor must demonstrate a minimum of five (5) years direct experience in wet well cleaning. The Contractor must have performed at least ten (10) other jobs similar in size and scope to the work specified herein, including projects performed for the City of Columbia.
2. The Contractor must facilitate the renting and usage of the additional dewatering boxes from a third-party vendor if requested by the City of Columbia. The City of Columbia will be responsible for the rental cost.
3. The Contractor must supply their references with the Reference Questionnaire form in the Appendices section. References will complete the questionnaire about the Contractor and return the form directly to City of Columbia separately from the bid response.
4. All work shall be performed by MACP certified technicians with a minimum of five (5) years' experience in performing the type of work specified. Additional proof of wet well cleaning experience may be requested by the City. A copy of the technician's MACP certification must be submitted with the bid.
5. The Contractor must be confined space certified and be willing to go down into station wet well in excess of 30 feet.
6. The Contractor must be licensed to complete water and wastewater line installations.
7. The Contractor must obtain all other licenses as required for the completion of the contract.

C. ASSISTANCE PROVIDED BY THE CITY

1. A representative of the City will provide maps and drawings showing the locations of the wet wells to be cleaned.
2. A representative of the City will be available to answer questions and review situations requiring approval by the City or not covered by the specifications on a case by case basis.

D. ADMINISTRATION AND INVOICING

1. The Contractor must be able to track the frequencies and provide reminders to the Metro Wastewater Treatment Plant's staff of the upcoming scheduled cleanings.
2. The quantities presented in this solicitation represent estimates based on the best available information. The City of Columbia reserves the right to increase or decrease the quantities of work to be performed, as necessary. Payment for such alterations will be made on per wet well cleaned pricing derived from the Contractor's bid.
3. Payments are based on the completed cleaning operation of each wet well.
4. The Contractor must submit itemized invoices.

E. GUARANTEE

Acceptance of this work is dependent upon approval by the City personnel. Any wet wells or influent channels found to not be thoroughly cleaned shall be re-cleaned by the contractor at no additional expense to the City of Columbia.

F. SAFETY REGULATIONS

1. The Contractor must ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to the laws and ordinances relating to transportation of material (DOT) and traffic safety regulations.
2. The Contractor must adhere to Federal and State laws in reference to Sanitary Sewer Overflows (SSOs).
3. The Contractor must conform to OSHA's requirements and regulations while operating in a confined space that requires a permit.

G. CLEANING

1. The Contractor must provide all adequate labor, materials, personnel, equipment, vacuum trucks, and incidentals necessary to perform the cleaning of wet wells in a timely manner as identified in the specifications.
2. If the conditions are willing, the Contractor must be able to complete one lift station cleaning within a 40-hour work week timeframe.
3. The Contractor must be willing to remove equipment from the wet well or channel before the cleaning is completed, in the event, the wet well or channel will need to be placed on line in an emergency.
4. The Contractor must separate the solids and debris from the water on-site and only the water may be placed back into the City's sewer system. The operation shall not create onerous or objectionable odors; the City will determine if there is a problem and may direct the Contractor to take corrective action. The Contractor shall submit a dewatering plan for approval to the Metro WWTP with bid package.
5. The Contractor is responsible for disposing all solids, grease (including dissolved grease), sludge and materials at an approved solids handling facility in accordance with State, Federal, and Local regulations. The Contractor is required to meet State and City regulations for sludge and liquid transportation to the disposal facility. The contractor shall be responsible for all fees and tipping charges for disposal. The City of Columbia will be responsible for paying the disposal fee from the landfill.
6. The Contractor is responsible for cleaning up any material spills in accordance with State, Federal and Local regulations. Stockpiling of the debris and materials on site is not permitted.

7. The Contractor must take responsibility as a third party, and clean up, to include supplying vacuum trucks, at no expense to the City of Columbia, for a SSO that is a result of their fault.
8. The Contractor must insert and remove the box liners before and after cleaning the lift stations and channels.
9. The Contractor must remove and put tarps back on the dewatering boxes.
10. The Contractor must manipulate the hoses, dewatering boxes, and tarps in order to speed up the draining and/or cleaning process at the lift stations and the plant.
11. The Contractor must supply and apply lime to the boxes to help cover the odor.
12. The Contractor must haul and mix saw dust in the dewatering boxes and channels in order for them to dry out quicker. A back hoe and a dump truck will be needed.
13. The Contractor must have the equipment, certified drivers, and the ability to haul City of Columbia's dewatering boxes. The boxes are approximately 30 cubic yards in size. A roll off truck will be required to haul them.
14. The Contractor must haul the empty dewatering boxes from Metro Wastewater Treatment Plant to the lift stations, haul the filled dewatering boxes from the lift stations to the landfield, haul the dewatering boxes from the landfield back to the plant, clean the boxes, and restage the dewatering boxes for future use.
15. The Contractor must coordinate with the City of Columbia wastewater staff to ensure the location of dewatering boxes doesn't interfere with regular lift station maintenance operations. Cleaning schedules will also be required. Schedules will be discussed in further detail after award of bid.
16. In the event of any damages to the dewatering boxes or other equipment at the lift stations or the plant, the Contractor will incur the expenses that results from negligence on their behalf.
17. Any debris or material cleaned from the wet well shall not be allowed to enter the stations pump suction or be pumped downstream. Pumping of debris downstream of the pump station or to another part of the system is strictly prohibited. Under no circumstances shall sewage or solids removed in the cleaning process be dumped into streets, ditches, catch basins, storm drains, sewer manholes, wet wells, cleanouts or dumps. The contractor will be solely responsible for damages resulting from unauthorized sewer discharges and spills related to the project.
18. All interior surfaces of the wet well shall be thoroughly cleaned by means that will not damage pumps, instrumentation or wet well structure. Some cleaning may require mechanical hand cleaning.
19. Sanitary sewer dewatering of the Vacuum Truck or tank may be discharged into the sanitary sewer system at a manhole downstream of the pipe segments that have been cleaned. Storm water dewatering may be discharged to a downstream location, as approved by the Engineer.
20. The Contractor must be on call 24 hours/ 7 days per week and respond to all emergencies at the lift stations and Metro Wastewater Treatment Plant in a timely manner.

H. UTILITIES USAGE

1. The Contractor must make his own arrangements for all utilities (e.g., water service connection, temporary electrical services, etc.) required for the work.
2. In order to use water from a fire hydrant, the Contractor shall apply for a temporary hydrant meter. The City of Columbia shall waive all fees for such application, for this project; however, the Contractor shall be responsible for all water usage fees.

I. TEMPORARY PUMPING AND TRUCKING

1. The Contractor must supply the necessary pumps, conduits and other equipment necessary to pump out the wet wells and divert the flow of sewage in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system.
2. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps while in use. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
3. The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.
4. If sewage backs up or spills occur and enters buildings or spills into the environment/surrounding area, the Contractor shall be responsible for cleanup, repair, property damage, cost, reports/documentation and claims.
5. There will be no direct payment for any cost associated with temporary sewage pumping and trucking, the cost of which shall be included in the lots for Mill Creek Lift Station Cleaning, Broad River Cleaning and North Columbia Lift Station Cleaning

J. MISCELLANEOUS SUBMITTALS

Contractor must submit any miscellaneous submittals related directly to the work to include: project photographs, physical work records, statements of applicability, copies of industry standards, field measurement data, operating and maintenance materials, and devices and materials applicable to the work but not processed as shop drawings, product data, or samples.

K. RECORDING OF FIELD OBSERVATIONS

1. The Contractor must provide the City four (4) original reports signed and dated that include the following information at each sanitary sewer lift station:
 - a. Photographs of all wet wells and components showing the pre-existing conditions prior to cleaning.

- b. Photographs of all wet wells and components showing the post cleaning conditions.
- c. Photographs of the debris removed from each wet well.
- d. A description of the quantity and type of debris removed from each wet well.
- e. A description of the condition and type of material of all structural components of each wet well such as walls, floors, fixtures, roofs/ceilings, pipe, access panels and all components such as pumps, etc. within each cleaned wet well.
- f. The means and methods used to clean the wet wells.

L. SITE ACCESSIBILITY

It is the responsibility of the contractor to review the project maps provided by the City of Columbia and visit the locations of all areas identified to be inspected. All traffic control measures, access accommodations and coordination, and removal and replacement of obstructions shall be considered and accounted for in the unit prices as outlined on the cost sheet. Special attention should be given to geographical terrain. Some areas may experience periodic flooding due to heavy rainfall. The Contractor should take this into account and be able to access the site through muddy and wet areas, within reason, the cost of which shall be included in the unit prices for cleaning and inspection.

M. SITE RESTORATION AND CLEAN UP

1. All areas disturbed by, during or as a result of maintenance activities shall be restored to their pre-existing or better condition. Areas should be restored as soon as possible.
2. The Contractor must be willing to clean up after the lift stations and channels are cleaned.
3. Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City of Columbia may, however, elect to make repairs or replacements for damaged property and deduct the cost of such from moneys due, or to become due and payable to the Contractor under any resulting contract based on the terms and conditions outlined herein.

WET WELL CLEANING LOCATIONS AND DEPTHS

Location	Depths/ft.
Train #1 DAF – 1200 Simmon Tree Lane, Columbia, SC 29201	20.0'
Train #2 DAF – 1200 Simmon Tree Lane, Columbia, SC 29201	20.0'
Train #1 Primary Influent Channel – 1200 Simmon Tree Lane, Columbia, SC 29201	3.0-6.0'
Train #2 Primary Influent Channel – 1200 Simmon Tree Lane, Columbia, SC 29201	3.0-6.0'

#065 Mill Creek – 5200 Bluff Road, Columbia, SC 29209	29.0'
#335 Broad River – 1875 Bentley Drive, Columbia, SC 29210	30.0'
#295 North Columbia – 3245 Lucius Road, Columbia, SC 29201	36.0'

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COST SHEET

This sheet is to be submitted back with your response.

Line Item #	Description	Estimated Quantities	UOM	Unit Cost	Extended Cost
1	Train #1 DAF Cleaning	2 times – per year	Each		
2	Train #2 DAF Cleaning	2 times – per year	Each		
3	Train #1 Primary Influent Channel	1 time – per year	Each		
4	Train #2 Primary Influent Channel	1 time – per year	Each		
5	Mill Creek Lift Station Cleaning	2 times – per year	Each		
6	Broad River Lift Station Cleaning	2 times – per year	Each		
7	North Columbia Lift Station Cleaning	2 times – per year	Each		
8	Miscellaneous Confined Space Entry Work	75	Hours		
	Total (Add line item #1- #8) (This cost shall be placed on eBidcolumbiase and page 7)				
9	Optional Cost: Contingency Dewatering Box Rental (per rental amount up to seven (7) containers annually (This cost shall be placed on eBidcolumbiase and page 7)	7	Each		
10	Additional Services not otherwise classified; please state below. If none, state N/A or None here: (This cost shall be placed on eBidcolumbiase and page 7)				
Total Combined Extended Cost for Maintenance This amount should be submitted to eBidcolumbiase and page 8.					

#10

Additional Services:

CONTRACTOR'S QUALIFICATION

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor's Name: _____

Contractor's Federal Department of Transportation Number: _____

Does the Contractor have Insurance as specified? _____

Contractor's Insurance carrier: _____

What is the AM Best rating for your Insurance carrier? _____

Contractor's Certified NASSCO MACP inspectors
(List 3 *minimum*)

Name	Certification Number	Years' Experience

GENERAL INSTRUCTIONS

1. The services must be furnished as described and specified to each location.
2. Bidders must submit pricing on eBidcolumbiasc located at <https://columbiasc.ionwave.net>.
3. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
4. Bid pricing will be all inclusive. No other cost or charges will be accepted.
5. By submitting a bid, it certifies that the Bidder meets the City of Columbia's specification as outlined in this document.
6. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
7. Questions should be submitted to eBidcolumbiasc by July 1, 2021 at 5:00 PM (ET).
8. Elaboration, Assumptions and Clarification:

If you make assumptions about the meaning or accuracy of information contained herein, you should ask for clarification of the assumptions in a timely manner. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., **must be submitted in writing to the City and must be received prior to the last day/time for all questions**, for the City to further elaborate on any part of the solicitation. If this information is not received prior to the deadline stated for questions and answers, the City will assume that any Contractor, Consultant and or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.

9. Discussions

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB 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.

10. Dun and Bradstreet Number

Bidder must provide a DUNS number and business must be in good standing in the System of Award Management (SAM.gov) throughout the term of the award and any potential extensions or renewals.

SPECIAL INSTRUCTIONS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING MAY RESULT IN REJECTION OF
BID

1. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Exhibits for further information.

IV. MANDATORY RESPONSE AND SUBMITTAL REQUIREMENTS

Bids must be submitted electronically through eBidcolumbiasc. Submitted bids shall include the following or MAY be deemed nonresponsive:

1. **Signed Cover Sheet (page 1), page 7, 8, 17, and 18 of this solicitation.**
2. **Documentation of all licenses and certifications**
 - a. MACP certification
 - b. Confined Space certification
3. **The following required forms must be included in submittals:**
 - a. Non-collusion Affidavit (Appendix)

- b. Organizational Conflict of Interest Affidavit (Appendix)
- c. Small, Women, and Minority Business Enterprise Objectives (Appendix)
- d. Business Information Statement for Prime (Appendix)
- e. Business Information Record for Subconsultants/Subcontractors (Appendix)
- f. Litigation and Claim History (Appendix)

4. The following optional form can be included in submittals:

- a. Local Business Enterprise (LBE) Qualification Statement *“Must return the form that has been signed by City of Columbia Office of Business Opportunities to be considered.”*

V. TERMS AND CONDITIONS FOR BID037-20-21-LTD

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders on Conference Call** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**
Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.

- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting Contractor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", by the bid question deadline, and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.

5) Worker Compensation Insurance - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor shall require the subcontractor 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 Vendors Worker Compensation Insurance.

The Vendor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

N. Bonding, Licenses, Permits, and Taxes - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and

assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Performance Bond** - Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.
- Q. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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. All responses to Invitation for Bid should be made on forms provided with bid package.
- R. **Invoicing & Payment** -The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
- S. **Protest Procedures**
1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should

have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

- T. **Termination** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

- U. **Force Majeure** - Neither the City nor the Vendor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public

enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Vendor, and without the fault or negligence of either of them.

V. **Non-Discrimination in Contracting Policy (January 2020)** – In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws (“protected characteristics”). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

W. **Ethics**- The Vendor 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.

X. **Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

Y. **Severability**

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

Z. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

AA. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland Country, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent 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 respondent.

BB. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

CC. Term of Contract

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 a renewal of the initial term or any additional term. The determination to extend the initial term and any subsequent renewal periods may be made no later than 90 days prior to the end date of each period.

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VI. APPENDICES, EXHIBITS and ATTACHMENTS**Appendices**

Reference Questionnaire

Non-Collusion Affidavit

Organizational Conflict of Interest Affidavit

Small, Women, and Minority Business Enterprise Objectives

Business Information Statement for Prime

Business Information Record for Subconsultants/Subcontractors

Litigation and Claim History

Exhibits

Local Business Enterprise (LBE) Policy

Local Business Enterprise (LBE) Qualification Statement (Sample)

Non-Discrimination in Contracting Policy

Payment and Performance Bond (Sample)

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City of Columbia Holiday Schedule



The following is the Holiday schedule for calendar year 2021

Holiday – 2021	*Official & Designated Day–Date - 2021
New Year’s Day	Friday – January 1, 2021
Martin Luther King, Jr. Day	Monday – January 18, 2021
Friday before Easter	Friday – April 2, 2021
Memorial Day	Monday – May 31, 2021
Juneteenth	Friday – June 18, 2021
Independence Day	Monday – July 5, 2021
Labor Day	Monday – September 6, 2021
Thanksgiving Day	Thursday – November 25, 2021
Day After Thanksgiving Day	Friday – November 26, 2021
Day in conjunction with Christmas	Friday – December 24, 2021
Monday After Christmas Day	Monday – December 27, 2021

APPENDIX: NON-COLLUSION AFFIDAVIT

State of _____)
)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

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

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

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

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

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

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

Please check only one box below.

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

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

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

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

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX: SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES

SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

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

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

☐ SBE ☐ MBE ☐ WBE ☐ Other

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

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

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

LABOR SURPLUS UTILIZATION PLAN

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

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

☐

Define the LSA here _____

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

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

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

Print Name

Business Name

Signature

Date

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

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

DUNS Number: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No___

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes___ or No___

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

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

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

Name/Title: _____

Phone Number: _____

Form Completed by: _____

Authorized Signature

_____ Date

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

 Company Name

 Physical Address

 Mailing Address

 City/State Zip Code + 4

 (____) _____
 Phone number

 (____) _____
 Fax number

 Primary Contact Name

 Secondary Contact Name

 Primary Contact Email Address

 Secondary Contact Email Address

 Federal ID #

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

 Company Name

 Physical Address

 Mailing Address

 City/State Zip Code + 4

 (____) _____
 Phone number

 (____) _____
 Fax number

 Primary Contact Name

 Secondary Contact Name

 Primary Contact Email Address

 Secondary Contact Email Address

 Federal ID #

 Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____
Phone number

(_____)_____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____
Phone number

(_____)_____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

APPENDIX – LITIGATION AND CLAIM HISTORY

Has your company ever failed to complete work awarded to it? ☐ Yes ☐ No

If yes, please provide project name(s), contact information for owner, year(s), and reason why.
Attach relevant documentation.

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

Has your company filed any legal claims associated with any work your company has performed within the last five years?

☐ Yes ☐ No If yes, state the entity name(s), year(s), case number, and reason why.

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

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



We Are Columbia

Together we will build a world-class city

City of Columbia, SC:

Local Business Enterprise Preference Policy

1.13 (c) Local Business Enterprise Preferences

(1) Scope and Exclusions: This Local Business Enterprise (“LBE”) Preference Program shall apply to any procurement valued at \$5,000 not to exceed \$25,000 (Informal Procurements) **and/or** any City contract procured through a competitively sealed bid process, also known as Invitation for Bids (IFB’s), Request for Proposal (RFP) or certain Request of Qualifications (RFQs) wherein the contract value is estimated by the City to be in excess of \$25,000 (Formal Procurements) and is not procured pursuant to State or Federal guidelines that prohibit or restrict local preferences of this kind.

The LBE Preference Program shall not apply to the following:

- Cooperative Purchases
- Reverse Auctions
- State Contract Purchases
- Pre-qualification process on all RFQs

(2) Definitions: The following definitions shall apply to the terms of this Local Business Enterprise Preference Policy:

a. Columbia-Orangeburg-Newberry Combined Statistical Area (“CSA”) – The Columbia-Newberry Combined Statistical Area (“CSA”) is presently defined as eight (8) counties in central South Carolina including Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County. A CSA is a designation that the U.S. government uses to refer to a region that, broadly speaking, consists of a city and its suburbs, plus any surrounding communities that are closely linked to the city because of social and/or economic factors. The CSA represents multiple metropolitan or micropolitan statistical areas that have a moderate degree of employment interchange. Definition of the CSA is the responsibility of the Office of Management and Budget (OMB), and as such, this definition may be modified from time to time. (OMB Directive 09-01; Executive Order No. 10253 (June 11, 1951)).

b. Control - The authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

c. Independently Owned and Operated – Ownership of an LBE firm must be direct, independent, and by individuals and/or other businesses, provided the ownership interests that control the LBE firm can satisfy the LBE eligibility requirements for ownership and control as specified herein in Sections (c) (2) b and c. The LBE firm must satisfy the eligibility requirements for LBE Certification.

d. Local Business Enterprise (“LBE”) – A Local Business Enterprise is a business firm that is in good standing with the State of South Carolina, City of Columbia regarding its payment of taxes and required business licenses, is independently owned and operated within the Columbia - Orangeburg - Newberry Combined Statistical Area (“CSA”) and has maintained a Significant Business Presence within the CSA for at least one (1) year prior to being certified by the LBE Compliance Staff. The LBE Compliance Staff shall establish documentation requirements and certification eligibility standards for LBE firms that are consistent with the terms of this policy. The LBE Compliance Staff shall also review the status of certified LBE firms for purposes of certification renewal, at least once every four (4) years.

e. Significant Business Presence – To qualify for this Local Business Enterprise, an LBE must be operated out of a physical office located in the CSA, and have a significant business presence for at least one (1) year within the CSA, defined as: an established place of business in one or more of the eight (8) counties that make up the Columbia-Orangeburg -Newberry Combined Statistical Area (CSA), from which no less than 50% of its full-time, part-time and contract employees are regularly domiciled, and from which a substantial role in the performance of the City contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

(3) Price Preference (Informal Procurements): For the purpose of determining the lowest responsible and responsive bidder on any informal procurement valued between \$5,000 and not to exceed \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid up to 5% of the actual bid amount. If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, the LBE bidder shall be offered the opportunity to accept the award at the same dollar amount bid by the lowest non-LBE bidder.

(4) Price Preference (Formal Procurement): For the purpose of determining the lowest responsible and responsive bidder on any qualifying contract valued above \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid by up to 5% of its actual bid amount (up to a maximum dollar value not to exceed \$500,000). If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, then the LBE bidder shall be offered the opportunity to accept the contract award at the same dollar amount bid by the lowest non-LBE bidder.

(5) Evaluation Preference for Professional Services (excluding Architectural & Engineering Services): For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors other than price are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror’s proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required.

(6) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFQ: For the purpose of ranking certain RFQs for A&E Services in which solicitations contain a proposal component wherein factors other than price are also taken into consideration, the City shall evaluate any A&E proposal received by an LBE during the RFQ/proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(7) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFP: For the purpose of ranking RFPs for A&E Services, the City shall evaluate any A&E proposal received by an LBE during the RFP proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(8) Program Administration: Each City contracting department shall be responsible for the application of this Local Business Enterprise Preference Policy to appropriate contracts, for including appropriate language regarding application of the LBE Preference in bid solicitations and Requests for Proposals, and for awarding contracts in a manner that is consistent with this policy. The LBE Compliance Staff shall be responsible for establishing certification applications, procedures, and standards for the certification of LBE firms. The LBE Compliance Staff shall also be responsible for reviewing all documentation submitted by applicants for LBE certification and re-certification and also making determinations regarding de-certification of firms as Local Business Enterprises. The LBE Compliance Staff shall maintain an accurate and up-to-date directory of certified LBE firms and share it with the City contracting departments, and indicate such status in a firm's registration within the City's centralized bidder registration system. Only firms that have been certified as LBE's prior to the time of bid or proposal opening shall be eligible for local preference consideration.

City of Columbia

Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owners driver's license.**

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☐ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☐ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions..

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jnnelly@columbiasc.net or agdriggers@columbiasc.net

☐ **Qualified** **Not Qualified**
(Compliance Authorized Signature)

(Date)

Revised Date 8/29/2017



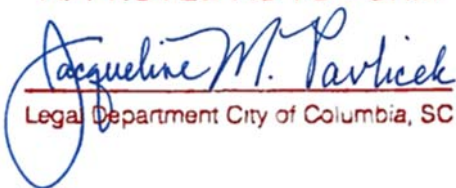
CITY OF COLUMBIA

NON-DISCRIMINATION IN CONTRACTING POLICY

(Updated August 25, 2020)

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Three (3) vendor responses were received for BID037-20-21-LTD Wet Well Cleaning, EnviroWaste Services Group, Inc., was the lowest responsive and responsible bidder.

Wet Well Cleaning for Six (6) Months	
Base Price	\$191,600.00
SC State Taxes	\$0.00
PO Total	\$191,600.00

The initial term is two (2) years and six (6) months, with an option to renew for two (2) additional one-year periods.

Contract Amendment #2
Chemicals for Water and Wastewater Treatment Plants
BID005-19-20-LTD

JCI Jones Chemicals, Incorporated

November 11, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and JCI Jones Chemicals, Incorporated (Vendor) to add funding to support the increase in the price of chlorine, a treatment chemical for the Canal Water Treatment Plant and Lake Murray Water Treatment Plant, from \$820.00 per ton to \$1,050.00 per ton. The price increase will be effective December 15, 2021.

Due to the price increase, funding will be increased on the Purchase Orders as follows:

- Increase funding on PO# P191090 in the amount of \$85,000.00 for total revised PO amount of \$170,000.00 for the Canal Water Treatment Plant.
- Increase funding on PO# P191103 in the amount of \$121,700.00 for a total revised PO amount of \$243,400.00 for the Lake Murray Water Treatment Plant.

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
JCI Jones Chemicals, Incorporated

City of Columbia
Office of the City Manager

Summer Mello
Print Name

Teresa Wilson, City Manager

Signature

Signature

11/24/21
Date

Date Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC
11/19/2021



October 25, 2021

Columbia SC

PLEASE SIGN AND RETURN TO ME BY 10/29/21

Dear Sir:

I hope that you are doing well!

Please review the attached JCI price increase notice from our producers. Due to the increase in the cost of raw materials, we find it necessary to increase your price on Chlorine 2000# containers. Effective November 15, 2021 your price will increase to \$1050.00/each. All other conditions will remain the same.

Thank you for your cooperation and understanding. We will do everything in our power to keep any increases to a minimum.

We thank you for your continued business and support. If you have any questions or require any further information, please do not hesitate to contact me at your convenience.

Sincerely,

Teresa Smith
Office Manager
JCI Charlotte
704-392-9767 (p)
704-392-7412 (f)
teresasmith@jcichem.com

*Pricing subject to change without notice

Please acknowledge this letter with your signature and fax it back to me at 704-392-7412 or scan and email to teresasmith@jcichem.com

Acknowledged by: _____ Date: _____



**Westlake
Chemical**

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

August 31, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US\$ 145 per short ton in the United States, and C\$ 205 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali



490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

September 28, 2021

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing the on schedule and off schedule price of chlorine by \$155.00 per short ton in the U.S. and by CAD \$210 per metric ton in Canada.

Olin will continue under its previously announced 70% order control program. Lead times for all railcar orders of twenty-one (21) days remain in effect and will be strictly adhered to.

Your account manager will be in contact with you to answer any questions you may have regarding this price announcement.

Thank you for your business. We appreciate the confidence you have placed in Olin as your supplier.

Sincerely,

A handwritten signature in black ink, appearing to read "Pedro Dias Jorge".

Pedro Dias Jorge
Business Director – Chlorine & HCl
Olin Chlor Alkali Products and Vinyls



**Westlake
Chemical**

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

July 15, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US\$ 85 per short ton in the United States, and C\$ 120 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali

Contract Amendment #5

SS7363 Smith Branch 03 Sewer System Evaluation Study and Sewer Rehabilitation Implementation

ENGRFQ003B-13-14

AECOM

October 26, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) executed May 17, 2016 (Agreement) to provide additional funding for extended construction administration and inspection time, along with the realignment of a sewer main that is currently under a structure.

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 (June 24, 2016 to July 31, 2018; Purchase Order# P158791):	\$903,625.00
Contract Amendment #1 (Cost Increase/Addition; Time Extension from July 31, 2018 to June 30, 2020; Purchase Order# P158791):	\$268,934.00
Contract Amendment #2 (Cost Increase/Addition; Purchase Order# P158791):	\$14,950.00
Contract Amendment #3 (No Cost; Time Extension from July 1, 2020 to June 30, 2021; Purchase Order# P158791):	\$0.00
Contract Amendment #4 (No Cost; Time Extension from July 1, 2021 to June 30, 2022; Purchase Order# P158791):	\$0.00
Current Contract Amount:	\$1,187,509.00
This Contract Amendment #5 (Cost Increase/Addition; Purchase Order# P158791):	\$222,169.00
Revised Contract Amount:	\$1,409,678.00

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

AECOM

City of Columbia

Office of the City Manager

Gary L. Freeman, Sr., P.E., Vice President

Teresa Wilson, City Manager

Print Name



Signature

Signature

10/28/2021

Date

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/28/2021

COST CHANGE AMENDMENT DETAILS

**PROJECT NAME: SB03 Sewer System Evaluation Study and Sewer Rehabilitation
Implementation
CIP NUMBER: SS7363**

I. SCOPE ADDITION/DELETION

The following changes in existing Task 6 and Task 8 are required.

Task 6.0 – General Services During Construction

Design for 24840MHA_24842MH

During construction it was determined pipe segment 24840MHA_24841MH (Appendix Sheet 19) and pipe segment 24841MH_24842MH (Appendix Sheet 57) are located outside of the City's existing easement and are located beneath existing private structures. The City has requested AECOM investigate and design a new 8-inch gravity pipe running between manhole 24840MHA and manhole 24842MH. AECOM will create construction drawings which can be used to construct the new pipeline. Included in the drawings will be a plan, profile, and 3 easement exhibits. No new permitting is expected however a modification to the SCDOT encroachment permit will be required.

AECOM's Protégé DESA will create the 3 easement exhibits.

Total recommended budget change for this work: **\$14,575**

6 Additional Months of Construction Administration

Construction scope of services of the Contractor has increased and as a result the construction contract for SS7363 has been extended. Construction Administration services will need to be extended to match the new construction contract timeline. AECOM will continue to provide the services as outlined in the engineering contract for an additional 6 months.

AECOM's Protégé DESA will be continuing their Construction Administration services as outlined in the contract.

The new substantial completion date is 2/13/21 and the new final completion date is 3/15/22.

Total recommended budget change for this work: **\$113,004**

Task 8.0 – Full Time Construction Inspection

6 Additional Months of Construction Inspection

Construction scope of services of the Contractor has increased and as a result the construction contract for SS7363 has been extended. Full Time Construction Inspection services will need to be extended to match the new construction contract timeline. AECOM will continue to provide the services as outlined in the engineering contract for an additional 6 months.

To date there are 2,368 hours of inspection contracted. The extended construction time period would result in an additional 1,056 hours needed to provide full time inspection; however, full time inspection did not begin on the construction Notice to Proceed date. As a result, only 980 hours additional are required to provide full time inspection to meet the current construction schedule. This Cost Change Amendment will result in the addition of 980 hours to the full time construction budget for a total of 3,348 hours in this task.

AECOM's Protégé DESA will be continuing their Construction Observation services as outlined in the contract.

The new substantial completion date is 2/13/21 and the new final completion date is 3/15/22.

Total recommended budget change for this work: **\$94,590**

II. COMPENSATION

The following changes to the initial SS7363 contract are recommended for this proposed amendment:

- Task 6.0 – General Services During Construction - \$127,579
- Task 8.0 – Full Time Construction Inspection - \$94,590

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

- Task 1.0 - \$81,530
- Task 2.0 - \$51,670
- Task 3.0 - \$439,517
- Task 4.0 - \$46,500
- Task 5.0 - \$74,281
- Task 6.0 - \$347,942

- Task 7.0 - \$82,148
- Task 8.0 - \$286,090
- Total - \$1,409,678

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
Task10	Project Management and Administration	\$81,530	\$0	\$0	\$81,530
Task20	Data Management	\$47,100	\$4,570	\$0	\$51,670
Task30	Sewer Assessment	\$439,517	\$0	\$0	\$439,517
Task40	Sewer Assessment Results and Preliminary Design Report	\$46,500	\$0	\$0	\$46,500
Task50	Rehabilitation Implementation	\$44,610	\$29,671	\$0	\$74,281
Task60	General Services During Construction	\$162,220	\$58,143	\$127,579	\$347,942
Task70	Additional Services	\$82,148	\$0	\$0	\$82,148
Task80	Full Time Construction Inspection	\$0	\$191,500	\$94,590	\$286,090
Total Fee		\$903,625	\$283,884	\$222,169	\$1,409,678

III. SCHEDULE

No Change. The current contract completion date of June 30, 2022 does not need to be revised as a result of this amendment.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm, CECS as a sub-consultant Firm, for a Protégé percentage of 20.3% and total combined Protégé/Sub-consultant fee of 38.0%. 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. This amendment will make the Protégé participation 20.0%.

	Total Contract Amount	DESA Amount (<i>Protégé</i>)	% of Contract Amount	Hydrostructures Amount (<i>Sub-consultant</i>)	% of Contract Amount
Original Contract	\$903,625.00	\$183,630.00	20.3%	\$159,527.00	17.7%
CA#1	\$268,934	\$51,099.00	19.0%	\$0.00	0.0%
CA#2	\$14,950	\$2,500.14	16.7%	\$0.00	0.0%
CA#3*	\$0.00	\$0.00	0.0%	\$0.00	0.0%
CA#4*	\$0.00	\$0.00	0.0%	\$0.00	0.0%
CA#5	\$222,169	\$45,134.00	20.3%	\$0.00	0.0%
New Total Contract Amount	\$1,409,678.00	\$282,363.14	20.0%	\$159,527.00	11.3%

*CA#3 and CA#4 were time extension amendments.

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$903,625	\$560,468	62.0%	\$183,630	20.3%	\$159,527	17.7%
CO# 1:	\$268,934	\$217,835	81.0%	\$51,099	19.0%	\$ 0	0%
CO# 2:	\$14,950	\$12,449.86	83.3%	\$2,500.14	16.7%	\$ 0	0%
CO# 3:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 4:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 5:	\$222,169	\$177,035	79.7%	\$45,134	20.3%	\$ 0	0%
CO# __:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
Revised Contract:	\$1,409,678	\$967,787.86	68.65%	\$282,363.14	20.03%	\$159,527	11.32%

MPP Project #/Name: SS7363 Smith Branch 03 SSES

Change Order #: 05 (Ex: 01, 02)

Change Order/Amendment Amount: \$222,169

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Project is currently under construction but changes in the scope of the construction contract resulted in a longer construction schedule and the need for more construction administration and inspection time. This change is also to address the realignment of a sewer main that is currently under a structure.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☐ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$45,134

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

The Protégé will be providing 3 easement exhibits for the Johnson Street Reroute work. The Protégé will continue providing Construction Administration and Construction Observation for the additional construction contract time.

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:**

4. Revised scope of work

N/A

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project

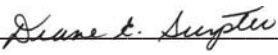
The Protégé will be providing 3 easement exhibits for the Johnson Street Reroute work. The construction scope of services is not revising. The construction scope of work is being extended to meet the additional construction contract time.

and were given the opportunity to provide services.

EXECUTED by  (Mentor Firm) this 29th day of September 2021.

By: Gary L. Freeman, Sr. Title: Vice President/P.E.

Firm Name: AECOM Technical Services, Inc.

EXECUTED by  (Protégé Firm) this 28th day of September 20 21.

By: Diane E. Sumpter Title: President/CEO

Firm Name: DESA, Inc

OBO Statement for the change order/amendment:

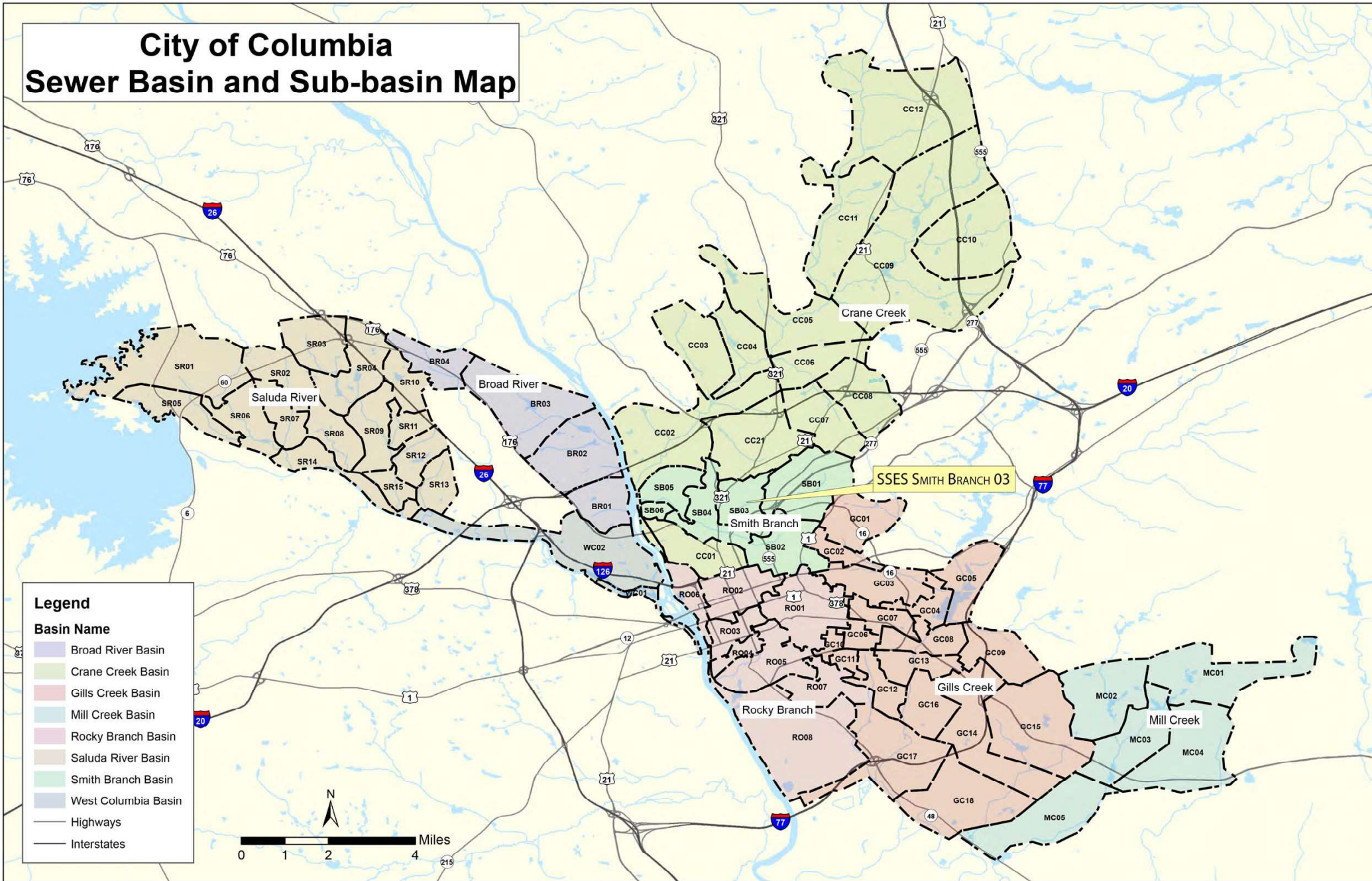
OBO has reviewed this funding increase contract amendment. The original project contract amount was \$903,625.00. The original amount received by the protégé was \$183,630.00 or 20.3% of the original contract amount. The revised total contract amount is \$1,409,678.00 which includes the current and any previous contract amendments for this project. The protégé will receive \$282,363.14 or 20.03% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
30 day of September, 20 21.

By:  Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

City of Columbia Sewer Basin and Sub-basin Map



Contract Amendment #2

SS7582 Wastewater Collection System Manhole Survey

RFQ008-19-20-NMJ

Hydrostructures

October 28, 2021

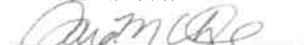
Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hydrostructures (Consultant) executed January 19, 2021 (Agreement) to provide additional funding for the survey and mapping of the City's minor sanitary sewer manholes to meet the requirements of the sewer mapping plan. This amendment also extends the Agreement from January 1, 2022 to June 30, 2022 for these efforts.

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

Current and Proposed Change Basis for Payment:

Original Contract Amount (January 29, 2021 to June 30, 2021; Purchase Order# P187711):	\$424,750.00
Current Contract Amount:	\$424,750.00
Amendment #1 (No Cost; Time Extension from July 1, 2021 to December 31, 2021; Purchase Order# P187711):	\$0.00
This Contract Amendment #2 (Cost Increase/Addition; Time Extension from January 1, 2022 to June 30, 2022; Requisition# R213086):	\$297,750.00
Revised Contract Amount:	\$722,500.00

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 10/29/2021
This Change is Acceptable:

Name of Firm
Hydrostructures

City of Columbia
Office of the City Manager

Michael S Koonce
Print Name

Teresa Wilson, City Manager

[Signature]
Signature

Signature

11-1-2021
Date

Date

Witness

SS7582 Wastewater Collection System Manhole Survey

EXHIBIT A**SCOPE OF SERVICES**

City of Columbia
CIP # SS7582
Wastewater Collection System Manhole Survey

The services performed as a part of this Scope of Services include field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes. Survey data shall be collected for sewer system manholes in various sub-basins throughout the City's collection system that have not been previously surveyed under other City programs. The data collected from the survey work shall be used to verify manhole location, verify pipe connectivity, diameter, material and slope, and update the City's sanitary sewer GIS mapping. The intent of this project is to meet the requirements of the Sewer Mapping Program (SMP) which is a component of the Consent Decree under which the City is performing this work.

The general location of the project is shown in Figure 1 and consists of locations throughout the City's wastewater collection system.

Mandatory Requirements

1. Project Management and Administration

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

- Communicate with the City and Clean Water 2020 Project Manager through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT shall maintain regular contact through the City's staff. This scope includes a kickoff meeting at the beginning of the project, monthly progress meetings, and weekly update conference calls. The CONSULTANT shall issue monthly Progress Meeting minutes within 5 days for each meeting during the project.
- Provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the City. The schedule shall be included with an updated Monthly Progress Report and Work Summary to be submitted with a draft invoice to the OWNER for review. A project schedule shall be created and updated not less than monthly using Microsoft Project or Primavera software. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Services. All documents provided to the City for review and approval shall be provided in hardcopy and electronically in PDF format at a minimum.

SS7582 Wastewater Collection System Manhole Survey

- CONSULTANT shall utilize SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, decisions, deliverables, design, and management of the project.
- CONSULTANT shall implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by sub-CONSULTANTS and sub-contractors meets these quality control and quality assurance procedures prior to the issuance of all deliverables.
- CONSULTANT shall develop a traffic control plan, utilize traffic control devices and provide traffic control as necessary throughout the project. The traffic control plan shall be subject to approval by the authority having jurisdiction prior to commencing with work.
- The CONSULTANT shall be responsible for public notification as required in section 1.03 of the specifications in Exhibit H.

2. Manhole Survey

CONSULTANT shall conduct manhole surveys at various locations throughout the City's sanitary sewer collection system. A summary of the technical requirements for the field survey work is provided below. Further information on the survey requirements is provided in the specifications for specific work identified in this scope of services. The CONSULTANT and all associated sub-contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

- Before commencement of surveying activities, the survey crew shall daily "tie-in" to an existing benchmark with a documented location either by SCGS, NGS, or the local municipality or county. The benchmark used for each survey shall be noted in the survey submittal.
- Locate manholes within the project area and perform survey on each manhole to obtain:
 - Horizontal (X and Y) coordinates of the manhole rim
 - Elevations of the manhole rim, grade, manhole invert, and all incoming and outgoing pipe inverts
 - Diameters, general orientation, and materials of construction of all incoming and outgoing pipes
 - Digital photographs of the manhole as detailed in the specifications.
- Provide horizontal coordinates (X and Y) and elevations (Z) with survey-grade accuracy as described below:
 - All coordinates obtained will be provided in South Carolina State Plane Coordinates NAD 1983 (2011), International Feet (true state plane coordinates) and all elevations will be provided to the OWNER in NAVD '88 datum.

SS7582 Wastewater Collection System Manhole Survey

- All vertical data collected will be accurate to within 0.15' (fifteen-hundredths of a foot). The procedures outlined in the current Standards of Practice Manual for Land Surveying in South Carolina as published by SCLLR shall be used to achieve this degree of accuracy whether using GPS methods or differential leveling.
- All horizontal data collected will be accurate to within 0.5 feet.
- If pipe size and material cannot be accurately determined from surface inspection, man-entry into the manhole may be required. In lieu of man-entry, CONSULTANT may use alternative inspection methods such as use of a pole camera to determine pipe size and material. For the purposes of this scope of work, it is assumed that man-entry/alternative inspection methods will be required for approximately 5 percent of the manholes to be surveyed. See Specifications for requirements.
- CONSULTANT shall follow all manhole pipe connections that are 8-inches in diameter and greater. Do not assume that the City's boundary information is accurate. New manholes shall conform to the naming convention in the Specifications.
- Some manholes are not easily accessible via vehicle. The CONSULTANT shall be responsible for accessing the manholes which may involve work in wooded and rural areas. In addition, conventional survey techniques may be needed to collect information for these features. CONSULTANT is required to perform a field verification before initiating the work to determine if assistance from the City is needed to gain access.
- CONSULTANT shall have all required tools to open and access manholes (universal wrench, metal detector, probe rod, etc.)
- Requirements for Locating Manholes:
 - A field kick-off meeting with the City's Wastewater Management Department is mandatory and is meant to instruct the CONSULTANT on what degree of effort is expected in locating manholes. CONSULTANT should not rely on the accuracy of the City's GIS to locate manholes and may request additional information (as-builts, etc.) if necessary. Other field methods including interpolation and CCTV may be required. Every reasonable effort shall be made to locate all manholes. CONSULTANT is expected to uncover buried manholes to the extent reasonable, except those manholes that are buried by pavement. CONSULTANT shall maintain a complete spreadsheet list and GIS map with an aerial of the manholes that could not be found, along with reasoning and efforts used to attempt to locate the manhole. CONSULTANT shall submit the list and map to the City's project representative monthly.
 - For manholes that are determined to be buried more than 6-inches beneath the ground or those that are beneath pavement, the City may assist in uncovering the manhole. The time frame for this assistance is dependent on the City's schedule and level of availability. The City may require a meeting with the surveyor on-site. Once the manhole is located, the

SS7582 Wastewater Collection System Manhole Survey

CONSULTANT shall return to the site to perform survey/ inspection at no additional cost for remobilization

- If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the CONSULTANT should coordinate with the City on how to proceed. At a minimum the GIS data shall be updated to designate a different owner other than the City, as defined in the specifications. Prior to beginning work in a sub-basin, CONSULTANT shall review available GIS data for any assets labelled as Private and inquire about the need to survey these areas.
- At the completion of the field surveying activities within each project area, CONSULTANT shall prepare a surveyor's report containing quantity counts of the items surveyed and a narrative describing the survey procedures used. The final report shall be signed and sealed by a licensed land surveyor in the state of South Carolina.

3. Data Management and GIS Updates

Data management is an imperative aspect to this project. CONSULTANT shall use the data collected through manhole surveys to update the City's GIS geodatabase. Prior to the CONSULTANT commencing work in an area, the City will provide a copy of the most recent version of the sewer network assets in an Esri file geodatabase (10.x) format. The CONSULTANT shall update the sewer GIS data based on survey information collected during this project. The data management task shall include the following activities:

- Review of Existing Asset Information – The CONSULTANT shall review the GIS mapping provided. The City shall provide updated GIS files as changes are made to the data over the course of the project and the latest GIS files should always be used by the CONSULTANT.
- Data Compilation – The CONSULTANT shall maintain a single, combined set of surveyed points representing the manholes collected during the project by all survey teams. The combined file shall be maintained and updated as survey teams return to the office such that future data provided to the survey teams will show manholes that have been previously located.
- Data Quality Control Review – CONSULTANT shall utilize the City approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements indicated in the specifications. All feature-related problems or questions should be addressed in the COMMENTS field of the GIS feature.

4. Deliverables and Method of Payment

The CONSULTANT shall be paid for services described in the above requirements on a per-asset basis per the unit prices in Exhibit B. As a condition of payment, the CONSULTANT shall submit deliverables for completed survey within each sub-area as follows:

SS7582 Wastewater Collection System Manhole Survey

- Deliverables shall be submitted on a monthly basis.
- Deliverables shall include an Esri file geodatabase in 10.x format with all required fields updated and reviewed per the quality checks in the specifications, digital photos, surveyor's report (signed and sealed), and any additional supporting documentation for each manhole requested for payment.
- Deliverables shall include complete information (as listed above) for each manhole requested for payment.
- Deliverables shall be submitted in a digital format on two external hard/thumb drives per the specifications.

Each pay application must be accompanied by the proper supporting documentation as outlined in this scope of services and accompanying exhibits. At no time will payment be made to the CONSULTANT until all supporting documentation is received.

Pay applications shall be based on the number of manholes located and updated in GIS per month. The CONSULTANT will initially be paid 80% of the agreed upon unit cost for each manhole updated. The City will review each submittal provided by the CONSULTANT and notify the CONSULTANT of any deficiency found for correction and resubmittal. Once each submittal has been approved by the City, the CONSULTANT will be paid the remaining 20% of the unit cost agreed upon for each manhole. The City estimates that each submittal may take up to four weeks to review, however review times may vary.

Any manholes included in the contractor work summaries that are noted as Missing (cannot locate, cannot access, does not exist, etc.) will be paid 20 percent (20%) of the unit cost agreed upon for each manhole. These manholes will be paid according to the above payment schedule once the manhole has been found, surveyed, and data has been delivered to the City.

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ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

City of Columbia
CIP # SS7582
Wastewater Collection System Manhole Survey
Contract Amendment #2

The work to be performed for field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes is billed on a unit cost. Compensation for services provided under this Scope of Services, as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$297,750. Table 1 summarizes the estimated cost for the project.

Table 1
Hydrostructures Fee Summary

Task	Description	Unit	Unit Cost	Quantity	Total
1	Manhole Survey, new basin	EA	\$100.00	0	\$0.00
2	Manhole Survey, post construction	EA	\$140.00	0	\$0.00
3	Manhole Survey, previously unfound manholes	EA	\$240.00	500	\$120,000.00
4	CCTV to locate	LF	\$3.75	45,000	\$168,750.00
5	Heavy Cleaning (more than 3 passes)	LF	\$2.00	4,500	\$9,000.00
6			\$0.00		\$0.00
7			\$0.00		\$0.00
8			\$0.00		\$0.00
9			\$0.00		\$0.00
10			\$0.00		\$0.00
Total of Contract					\$297,750.00

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
DESA	V000544	MH Inspection	\$14,887.50	5 %	SB, SDB, WOSB	BF
Construction Support Services	V014545	Survey	\$20,842.50	7 %	MBE, D&G	AM
				%		
				%		
				%		
				%		

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 \$ 35,730.00

TOTAL CONTRACT AMOUNT: \$ 297,750.00

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

Business Name: - Hydrostructures

Representative Name/Title: Mike Ping - Project Manager

Date: 7/19/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Desa

Company Name

400 Percival Road

Physical Address

Mailing Address

Columbia SC 29206

City/State Zip Code + 4

() 803 743 1124

Phone number

()

Fax number

Diane Sumpter

Primary Contact Name

Secondary Contact Name

dianes@desainc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0816144

Federal ID #

V000544

Vendor #

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

Construction Support Services

Company Name

1318 RL Coward Road

Physical Address

Mailing Address

Hopkins SC 29061

City/State Zip Code + 4

()

Phone number

()

Fax number

Jay Joshi

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

57-1094906

Federal ID #

V014545

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

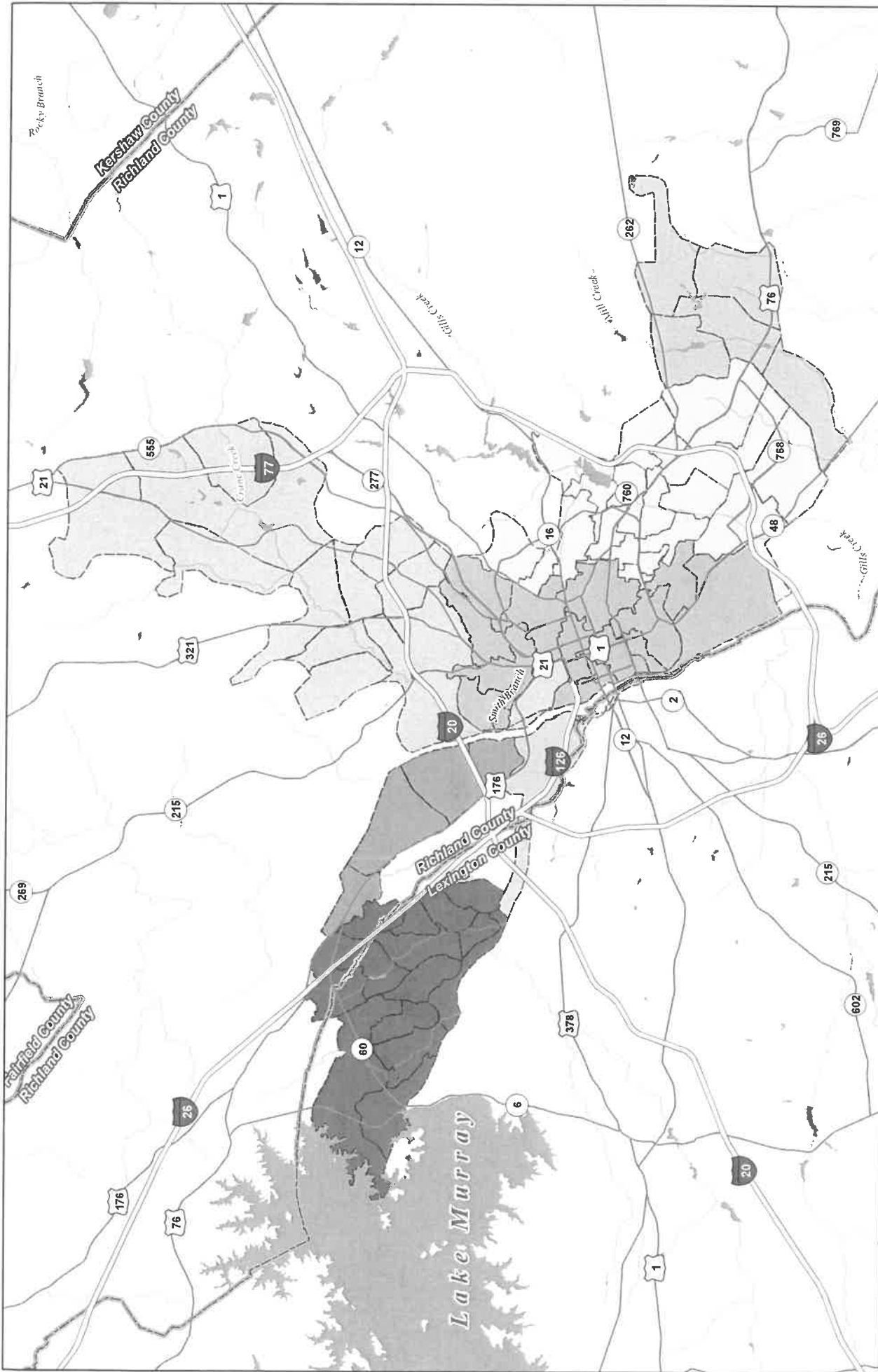
Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



SS7582 Wastewater Collection System Manhole Survey

Prepared For: Clean Water 2020



1 inch = 3 miles

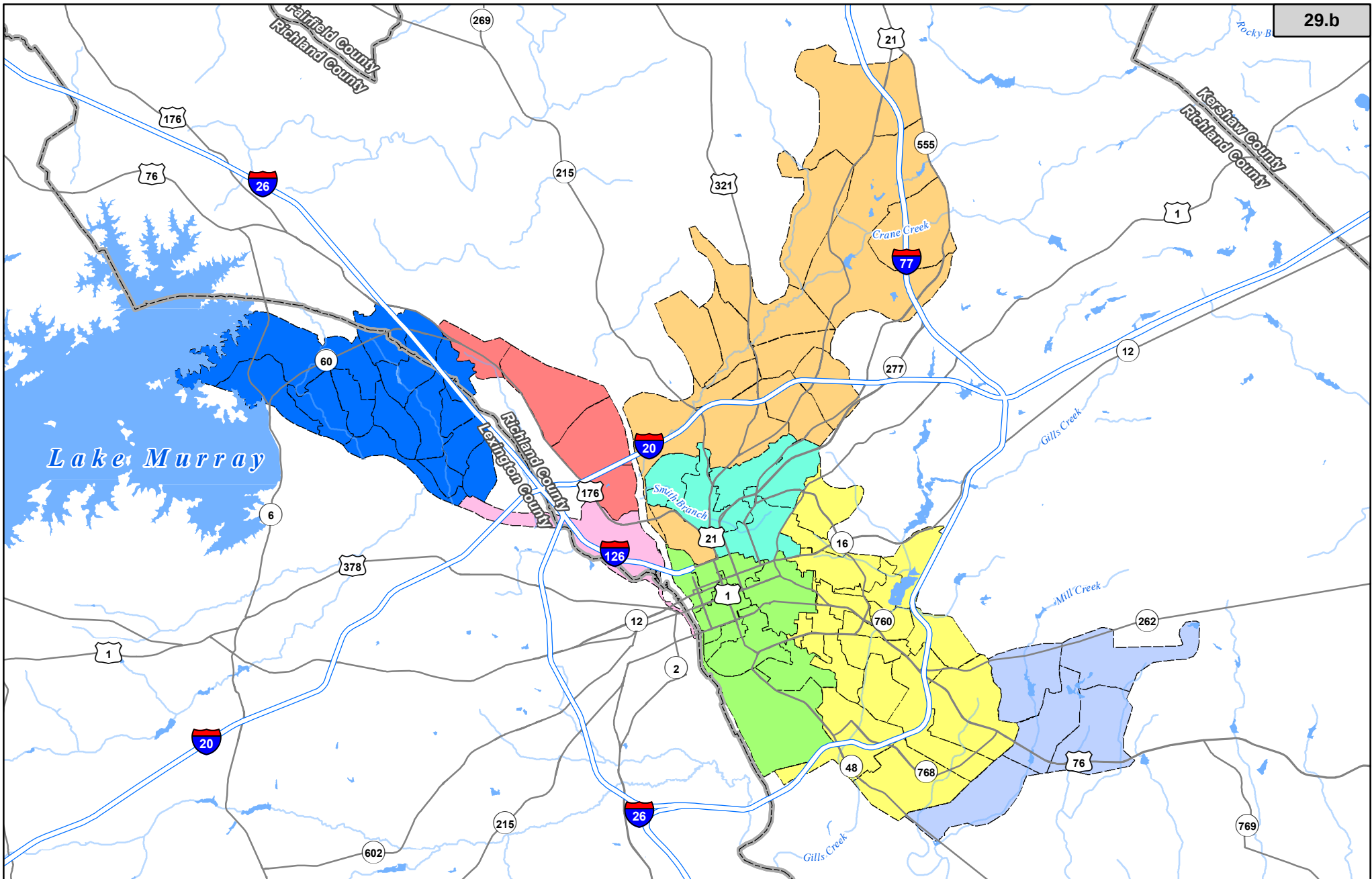


- | | |
|---------------|---------------|
| ☆ City Hall | Rocky Branch |
| MT Metro WWTP | Broad River |
| | Crane Creek |
| | Gills Creek |
| | Mill Creek |
| | Saluda River |
| | Smith Branch |
| | West Columbia |

Clean Water 2020
Columbia, South Carolina



We Are Columbia



Clean Water 2020
All Columbia's Good Years For Clean Water



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 0.5 1 2 3
Miles

SS7582 Wastewater Collection System Manhole Survey

PROJECT SS7582						
COMPANY NAME		CURRENT AMENDMENT (AMENDMENT #2) PERCENTAGE \$ AMOUNT		TOTAL CONTRACT AMOUNTS PERCENTAGE \$ AMOUNT		TYPE
MAIN CONSULTANT	Hydrostructures	88.00%	\$ 262,020.00	87.97%	\$ 635,570.00	
SUBCONSULTANTS	DESA	5.00%	\$ 14,887.50	4.99%	\$36,087.50	MW
	Construction Support Services	7.00%	\$ 20,842.50	7.04%	\$50,842.50	M
TOTAL:		100.00%	\$297,750.00	100.00%	\$722,500.00	



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7800 Garners Ferry Road; TMS# 19102-05-12

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	Take 5 Carolinas Property Company, LLC
Staff Recommendation:	Approval
PC Recommendation:	09/13/2021; Approval (6-0)
ZPH, 1 st Reading:	11/09/2021; Pending
2 nd Reading:	12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.67 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
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: General Commercial (GC)
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 will result in an increased number of calls for service. The estimated cost to serve the oil change service would be **approximately \$1,400 per year**, based on calls to similar commercial properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This type of use is generally not served by the Solid Waste Division.

Engineering

The site has been recently redeveloped and a new oil change business is open and operating on the site and not connected to City sewer. Water service is available. If sewer service is requested in the future, it should be noted that the current estimated cost to extend sewer is **\$176,600**, including contingency. An easement from a nearby property would be required for this connection to our sanitary sewer system.

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 designated Primary Area in the Urban Service Area plan. An oil-change service was recently constructed on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$5,300 per year**, based on the average taxable value of similarly used properties.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 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 (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

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial (GC) to the West and Planned Development (PD) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and East.

The proposed City of Columbia zoning district is General Commercial (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 a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial (GC) at the time of annexation.



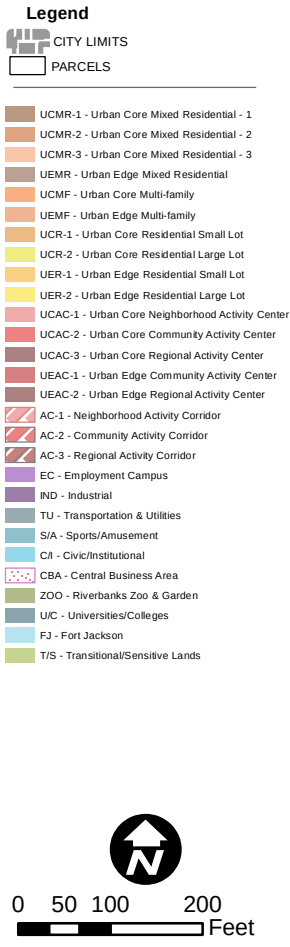
Future Land Use Map

Department of Planning & Development Services

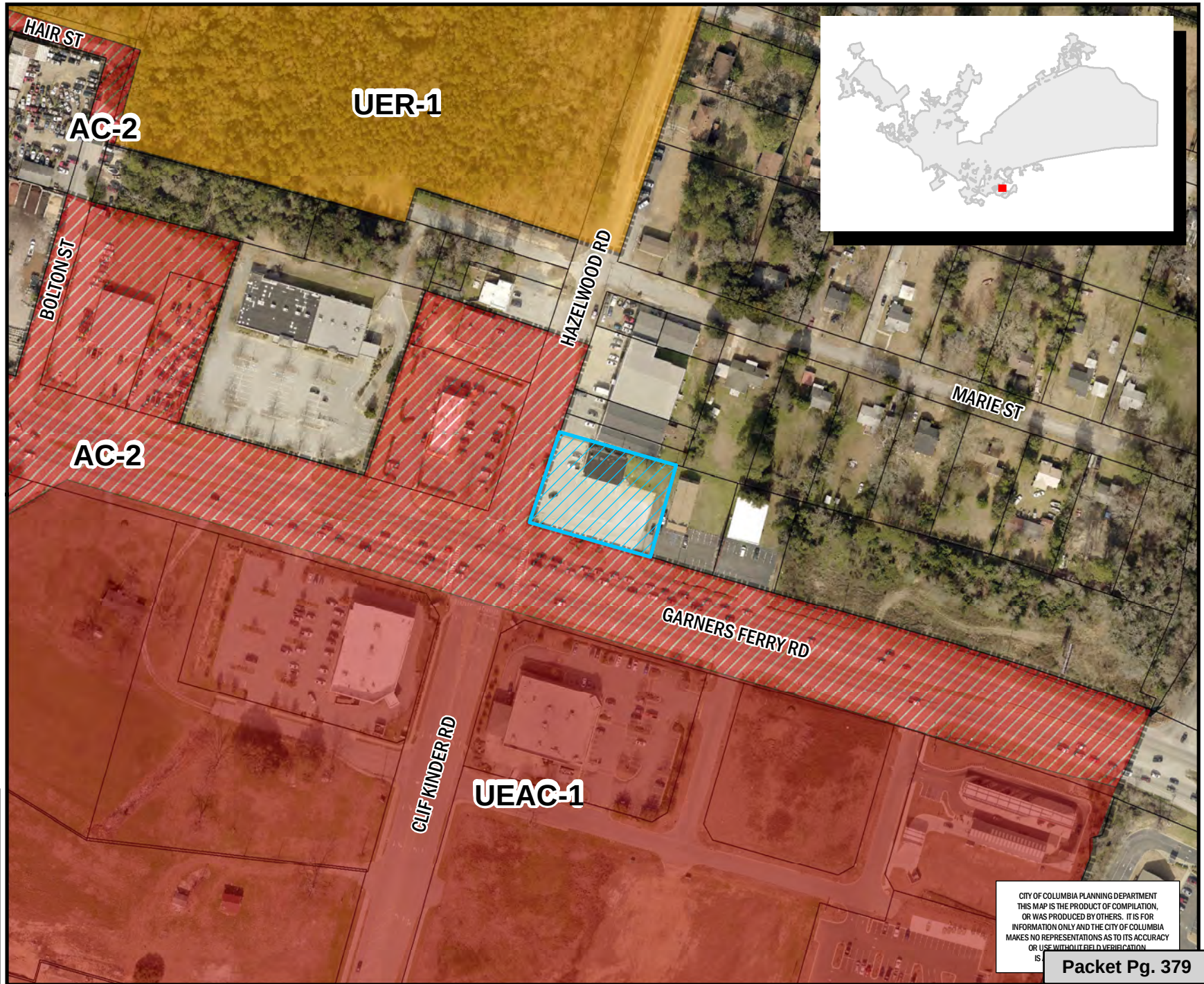
7800 Garners Ferry Road, TMS# 19102-05-12;

Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

30.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/9/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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OR USE WITHOUT FIELD VERIFICATION.

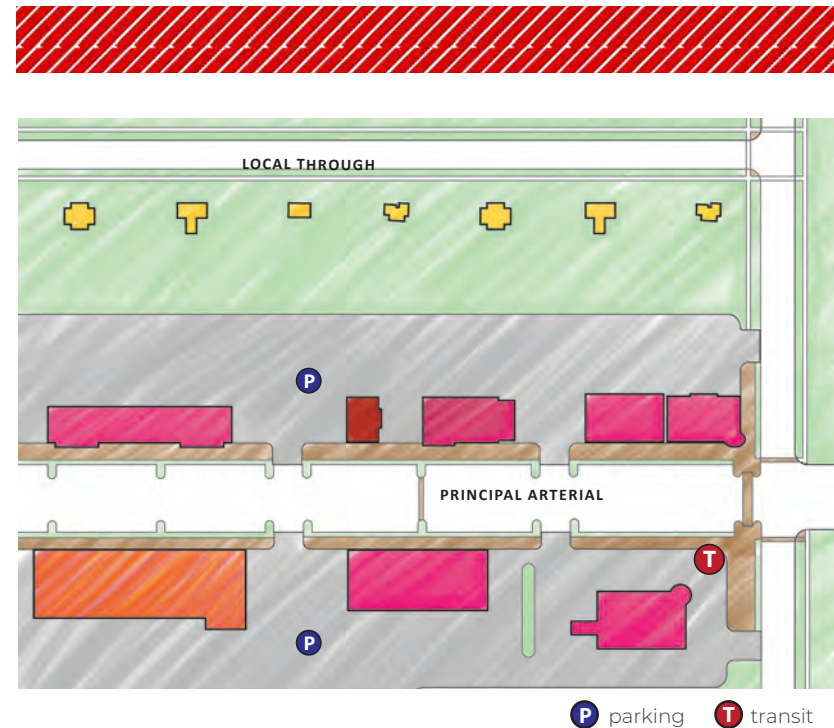
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

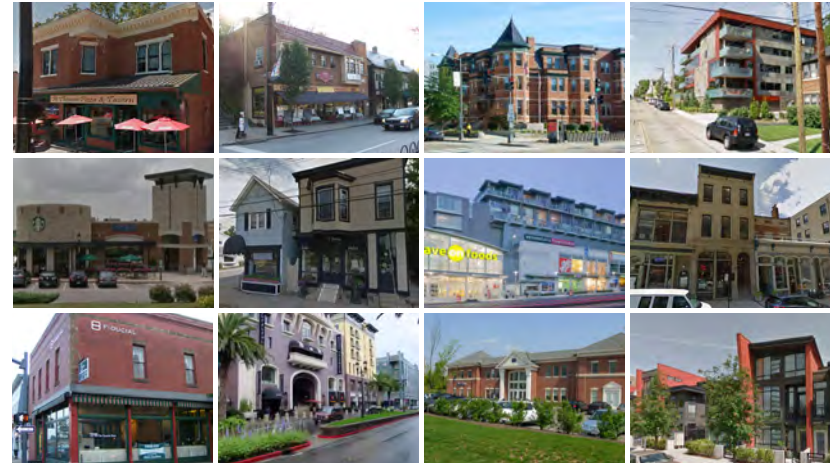
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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.

Zoning Map

Department of Planning &
Development Services

7800 Garners Ferry Road, TMS# 19102-05-
Current Rich. Co. Zoning: GC, Proposed Zoning: GC

30.a

RSF-3: Residential Single Family - Small Lot District

GC: General Commercial District

PD: Planned Development



0 40 80 160
Feet

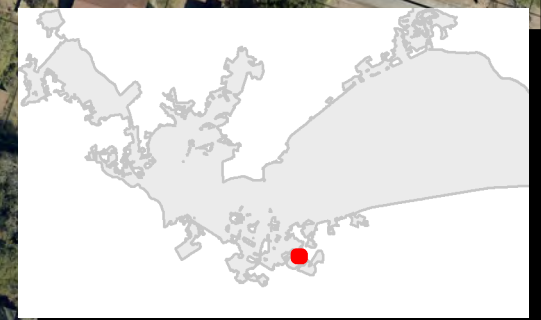
ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 1, 2021

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



We Are Columbia



Packet Pg. 382

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-085

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

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; 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 this _____ day of _____, 2021, 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 General Commercial (GC), apportioned to City Council District 3, Census Tract 116.08, contains 0.69 acres, 29,000 square feet, and shall be assigned a land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19102-05-02

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 _____

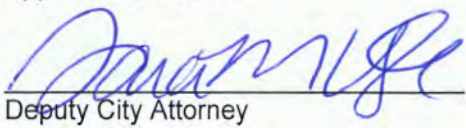
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-085
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 0.69 acre, 29,000 square feet, TMS# 19102-05-12 on a plat prepared by Baxter Land Surveying Co., Inc. dated November 10, 2020; the plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and assign zoning of Employment Campus (EC) at the time of annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Osama Khammash
Staff Recommendation:	Approval
PC Recommendation:	09/13/2021; Approval (6-0)
ZPH, 1 st Reading:	11/09/2021; Pending
2 nd Reading:	12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.22 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Primary

Current County Land Use Classification: Mixed Use Corridor

Proposed City Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Employment Campus (EC)

Census Tract: 105.02

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. This property is surrounded by the City and most of the business is already within the City limits. Annexation of this property would have a minimal impact on the Department.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This type of use is generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

There are not currently any meters on this property and it is our understanding that there is no new development proposed for this site. Any proposed development on the annexed property would result in new customers, 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 Donut Hole in the Urban Service Area plan. This parcel is currently utilized as a vehicular display area for a car lot; the remainder of the business is already inside the City, including the buildings on the adjacent lot. The estimated real estate tax revenue generated for the City would be **approximately \$170 per year**, based on the existing taxable value of this property.

* Estimated City Tax Revenue is based on **2020 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 .002020 for the 2020 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 future land use classification for the subject property is Urban Core Mixed Residential Type 2 (UCMR-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Use Corridor by Richland County.

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.

Primary Types

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

Secondary Types

- Multi-family Small

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

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

The subject property is located within the study area of the *Broad River Neighborhoods Master Plan* (2006) adopted by Richland County. The plan's site analysis identifies the intersection of River and Gibson as an "important intersection" (Exhibit 3A), and the plan emphasizes the importance of a walkable neighborhood-friendly commercial district (Page 4-11), and identifies a gateway to the neighborhoods to be located across Gibson Street from the subject property (Exhibits 4A & 4B).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Employment Campus (EC) to the West, North, and East and Light Industrial District (M-1) to the South.

The proposed City of Columbia zoning district is Employment Campus (EC).

Employment Campus District (EC)

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting. Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multifamily dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and zoning of Employment Campus (EC) at the time of annexation.

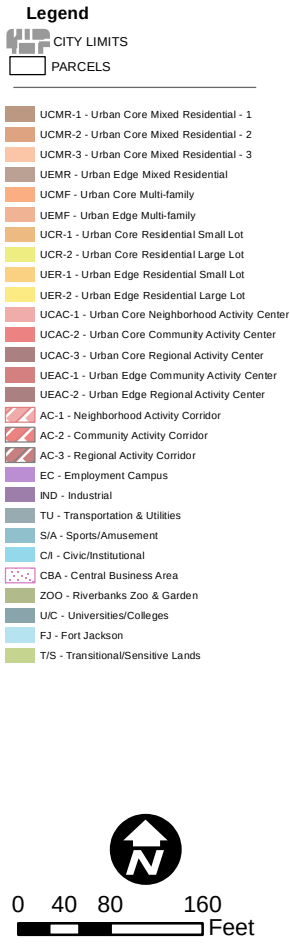


Future Land Use Map

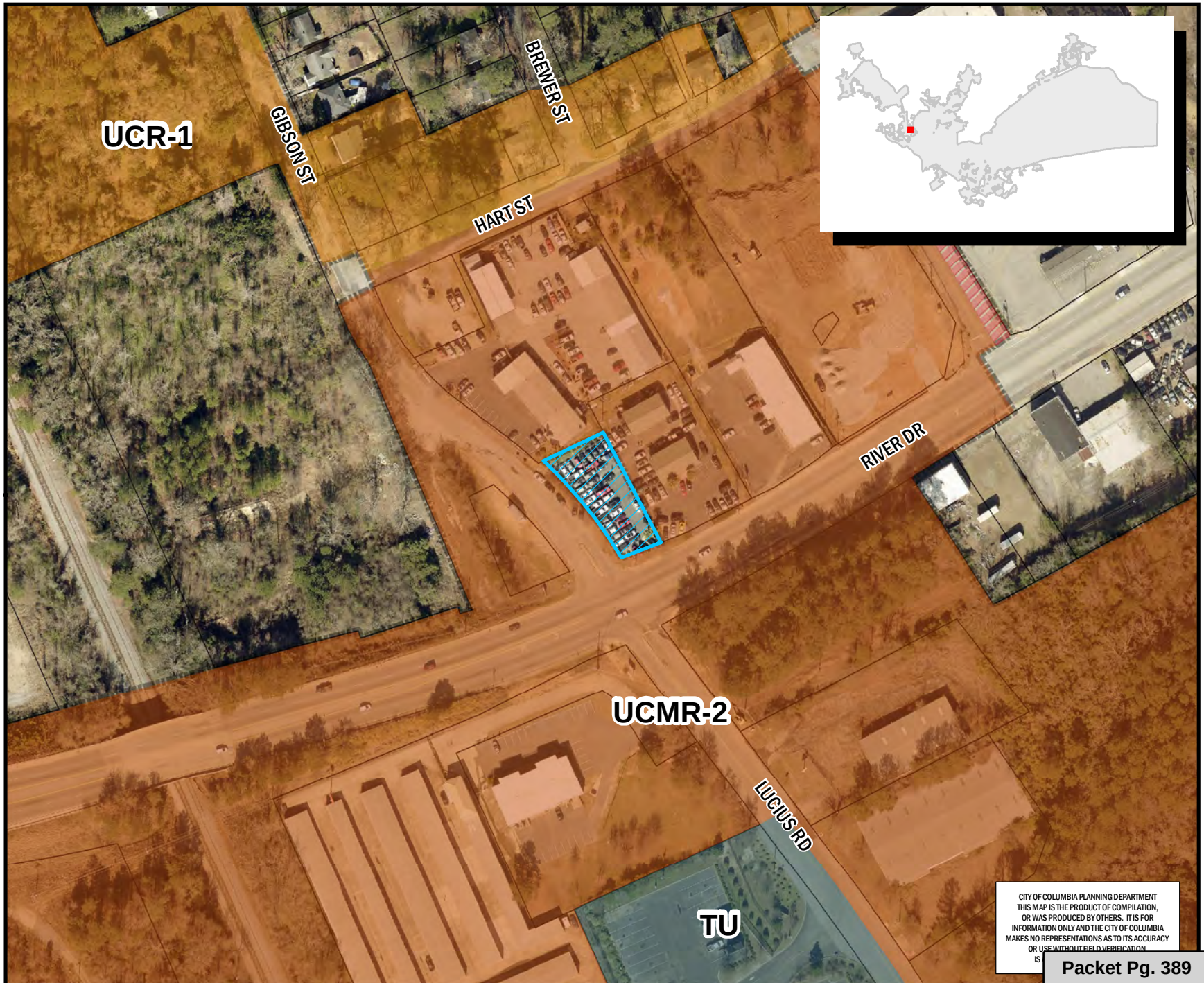
Department of Planning &
Development Services

NX3900 River Drive, TMS# 09103-05-09;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed City FLU: UCMR-2

31.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/9/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
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IS.

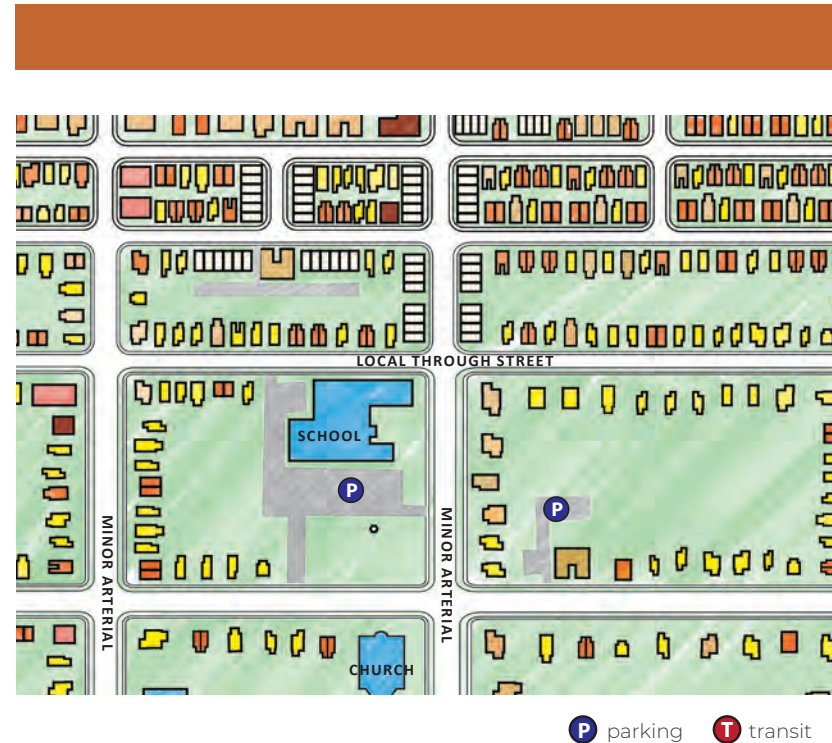
Packet Pg. 389

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 2 (UCMR-2)

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.



UCMR-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

See matrix for appropriate park/open space types.

Development Types

UCMR-2 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main facade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from the front or side property lines.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Zoning Map

Department of Planning &
Development Services

NX3900 River Drive, TMS# 09103-05-09;
Current Rich. Co. Zoning: GC, Proposed Zoning: EC

31.a



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 1, 2021

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



We Are Columbia

Packet Pg. 392

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-084

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

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; 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 this _____ day of _____, 2021, 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 Employment Campus (EC), apportioned to City Council District 1, Census Tract 105.02, contains 0.22 acres, and shall be assigned a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09103-05-09

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.: 2021-084
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot 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 0.22 acres, more or less, and shown and designated as block 05, lot 09 on Richland County Tax Map 09103. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

Update Text

Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

ZPH, 1st Reading: 11/09/2021; Pending

2nd Reading: 12/07/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. As expected, staff has found some areas that need to be further developed as well as certain items that were omitted from the text. Staff is proposing amendments to correct omissions and to clarify and streamline existing sections.

The requested amendments are as follows:

- Article 2
 - o Add Bailey Bill
 - o Clarify rezoning requirements
 - o Clarify “Site Improvements” for Certificates of Design Approval
- Article 3
 - o Adjust front yard setback requirement for MU-2
 - o Adjust side yard setback for CAC and RAC
- Article 4
 - o Permit single-family detached in NAC
 - o Add conditional approval language for Recreation Facility, Indoor, Not Elsewhere Listed to add separation between residential properties and fitness centers that allow for outdoor fitness and/or permit the dropping or slamming of weights
 - o Allow Recreation Facility, Indoor, Not Elsewhere Listed in LI
 - o Adjust floor area requirements for Accessory Dwelling Units
 - o Remove permitted signage allowance from Home Occupation standards
- Article 5
 - o Adjust bicycle parking standards to better align with each specific use and to provide maximums

- A number of amendments are within **17-5.3 Landscaping**. The amendments are meant to better explain requirements or to remove repetitive language. Information on the Columbia Landscaping and Tree Fund is returned and streamlined in this section.
- Amend language pertaining to prohibited signage and requiring removal of only non-conforming sign support structures that have not supported a display surface area for any period of 12 consecutive months and sign copy that no longer relates in its subject matter to activities on-site.
- Add MU-1 and MU-2 to Signage Tables
- Correct scrivener's error in Table 17-5.11(D)(4) under Green Building Point System
- Article 7
 - Clarify Certificate of Zoning Compliance process for Nonconformities
 - Change "fair market value" to "taxable value"
 - Add note to Table 17-7.6(B) Required Additional Nonconforming Site Feature Compliance for Alterations
- Article 9
 - Clarify measurement of secondary front yard setback on corner lots and explain through lots
 - Definitions added to clarify and provide guidance on landscaping terminology
- Appendix C
 - Update Type 3 Landmarks

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

AMENDING**Article 4: Use Regulations****Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for
Specific Accessory Uses and Structures/Accessory Dwelling Unit**

SUMMARY: Increases the permitted square feet of an Accessory Dwelling Unit.

- d. A manufactured home or recreational vehicle, travel trailer, camper, or similar vehicle shall not be used as an accessory dwelling unit.
- e. The floor area of an accessory dwelling unit shall be no more than the lesser of ~~800~~ 1,000 square feet or ~~35~~ 50 percent of the floor area of the principal dwelling unit (excluding carports, garages, and unfinished basements).
- f. An accessory dwelling unit shall:
 - 1. Have the same street address and mailbox as the principal dwelling
 - 2. Not be subdivided or otherwise segregated in ownership from the principal single-family dwelling unit.
 - 3. Use the same water, sanitary sewer, gas, and electric utilities as the principal dwelling.
 - 4. Use the same driveway as the principal dwelling, unless it is accessed from a right-of-way not used by the principal use (e.g., a rear alley or separate street access on a corner or through lot).
 - 5. Maintain the architectural design, style, appearance and character of the principal dwelling by incorporating design elements of the principal residence like compatible materials, similar façade treatment, colors, window style/treatment and roof design and pitch.
- g. Only one kitchen is allowed per accessory dwelling unit.
- h. At least one off-street parking space shall be provided in addition to those required for the primary dwelling.
- i. An accessory dwelling unit shall not be leased or rented for tenancies of less than 30 days.
- j. Accessory dwelling units shall not count toward the maximum density standards.
- k. Home occupations are not allowed in accessory dwelling units.

(2) Automated Teller Machine (ATM)

- a. An ATM designed for walk-up use and located in the exterior wall of a building or within a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.
- b. If an ATM is designed for use by customers in their vehicles, it shall comply with the accessory use standards (including zones where permitted) in Sec. 17-4.3(d)(4), Drive-through Facility.

(3) Community Garden

A community garden as an accessory use shall comply with the standards in Sec. 17-4.2(c)(4)a.1, Community Garden.

AMENDING**Article 2: Administration****Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created**

SUMMARY: *Reinstates Bailey Bill provisions that were omitted from new text.*

e. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Interpretation – Land Development (Subdivision) Standards**a. Text Provisions**

Interpretation of the provision's text and its application shall be based on Sec. 17-9.1, General Rules for Construction and Interpretation, Sec. 17-1.6, Relationship with Other Laws, Covenants, or Deeds, and considerations including, but not limited to, the following:

- (i) The plain meaning of the provision's wording, considering any terms specifically defined in Sec. 17-9.4, Definitions, and the common and accepted usage of terms; and
- (ii) The purpose of the provision, as indicated by:
 - (a) Any purpose statement in the section(s) where the text is located;
 - (b) The provision's context and consistency with surrounding and related provisions;
 - (c) Any legislative history related to the provision's adoption;
 - (d) The general purposes served by this Ordinance, as set forth in Sec. 17-1.3, General Purpose and Intent; and
 - (e) The Comprehensive Plan.

b. Conditions of Approval

Interpretation of conditions of approval included in development approvals and permits approved in accordance with the procedures and standards of this Ordinance shall consider the review standards for the particular development approval or permit, the record of the meeting(s) and hearing(s) where the approval was made, and other relevant parts of the record of the approval.

(5) Official Record of Interpretation

The LDA shall maintain a record of formal written interpretations rendered by the LDA, which shall be available, upon reasonable request and during normal business hours, in the LDA's office.

(y) Bailey Bill – Special Tax Assessment Created**a. Purpose**

It is the purpose of this division to:

- (i) Encourage the restoration of historic properties;
- (ii) Promote community development and redevelopment;
- (iii) Encourage sound community planning; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

(iv) Promote the general health, safety, and welfare of the community.

b. Eligible Properties

In order to be eligible for the special tax assessment, historic properties must received preliminary and final certification.

(i) To receive preliminary certification a property must meet the following conditions:

(a) The property has received historic designation.

(b) The proposed rehabilitation work receives approval from the Design/Development Review Commission (DDRC).

(ii) To received final certification, a property must have met the following conditions:

(a) The property has received preliminary certification.

(b) The minimum expenditures for rehabilitation were incurred and paid.

(c) The completed rehabilitation received approval from the secretary to the DDRC as being consistent with the plans approved by DDRC as part of preliminary certification

c. Historic Designation

As used in this section, “Historic Designation” means the property maintains one or more of the following:

(i) The property is listed on the National Register of Historic Places either individually or as a contributing property in a district.

(ii) The property is at least 50 years old and is an individual landmark or a contributing property in an OV-HP district.

d. Eligible Rehabilitation

To be eligible for the special tax assessment, historic rehabilitations must be appropriate for the historic building and the historic district in which it is located.

(i) Standards for rehabilitation work:

(a) The historic character of a property shall be retained and preserved; the removal of historic materials or alterations of features and spaces that characterize each property shall be avoided.

(b) Each property shall be recognized as a physical record of its time, place and use; changes that create a false sense of historical development shall not be undertaken.

(c) Most properties change over time; those changes that have

acquired historic significance in their own right shall be retained and preserved.

- (d) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.
 - (e) Deteriorated historic features shall be repaired rather than replaced; where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials; replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 - (f) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used; the surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 - (g) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property; the new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the historic property and its environment.
 - (h) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (ii) Work to be reviewed:
- (a) Repairs to the exterior of the designated building.
 - (b) Alterations to the exterior of the designated building.
 - (c) New construction on the property on which the building is located.
 - (d) Alterations to interior primary public spaces.
 - (e) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.
- (iii) Minimum expenditures for rehabilitation means the owner or the owner's estate rehabilitates the building, with expenditures for rehabilitation exceeding 20 percent of the fair market value of the building. Fair market value means the appraised value as certified to the DDRC by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within 12 months of the time it is submitted, or the most recent appraised value published by the Richland County Tax

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

Assessor.

(iv) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

(a) Improvements located on or within the historic building as designated.

(b) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floorspace attributable to new construction.

(c) Architectural and engineering services attributable to the design of the improvements.

(d) Costs necessary to maintain the historic character or integrity of the building.

(v) The special tax assessment may apply to the following:

(a) Structure(s) rehabilitated.

(b) Real property on which the building is located.

(vi) To be eligible for the special tax assessment, rehabilitation must be completed within two years of the preliminary certification date. If the project is not complete after two years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed or until the end of the special assessment period, whichever shall first occur.

e. Process

(i) There is a fee of \$150.00 required for final certification for each application for review of rehabilitation work of single-family and/or duplex structures and \$300.00 for all other structures. Fees are payable to the City of Columbia, and final certification will not be given without payment of this fee.

(ii) Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application with supporting documentation and application fee prior to beginning work.

(iii) Upon receipt of the completed application, the proposal shall be placed on the next available agenda of the DDRC to determine if the project is consistent with the standards for rehabilitation. After the DDRC makes its determination, the owner shall be notified in writing. Upon receipt of this determination the owner may:

- (a) If the application is approved, begin rehabilitation;
- (b) If the application is not approved, he may revise such application in accordance with comments provided by the DDRC.
- (iv) Once preliminary certification is granted to an application, substantive changes must be approved by the DDRC. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditures will not qualify the project for an extension on the special assessment.
- (v) Upon completion of the project, the project must receive final certification in order to be eligible for the special assessment. The secretary to the DDRC will inspect completed projects to determine if the work is consistent with the approval granted by the DDRC. Final certification will be granted when the completed work meets the Standards and verification is made that expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.
- (vi) For the remainder of the special assessment period after final certification, the property owner shall notify the DDRC of any additional work, other than ordinary maintenance. The DDRC will review the work at a regularly scheduled hearing and determine whether the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent the property owner may withdraw his request and cancel or revise the proposed additional work.
- (vii) When the property has received final certification and has been assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
 - (a) Written notice from the owner to the DDRC and the auditor requesting removal of the preferential assessment;
 - (b) Removal of the historic designation by City Council; or
 - (c) Rescission of the approval of rehabilitation by the DDRC because of alterations or renovation by the owner or the owner's estate which causes the property to no longer possess the qualities and features which made it eligible for final certification.
- (viii) The City shall, upon final certification of a property, notify the Richland County Assessor, Auditor and Treasurer that such property has been duly certified and is eligible for the special tax

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(y) Bailey Bill – Special Tax Assessment Created

assessment.

- (ix) If an application for preliminary or final certification is filed by May 1 or the preliminary or final certification is approved by August 1, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year.
- (a) The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- (x) Once the DDRC has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Richland County Auditor for the special assessment provided for herein.

AMENDING**Article 5: Development Standards****TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE
MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS**

SUMMARY: *Reduces required bicycle parking for certain uses and eliminates requirements for other uses.*

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS		
PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Residential Uses		
Dwelling, Multifamily	1 for every 20 dwelling units	1 for every 4 dwelling units
Dormitory, private	1 for every 16 bedrooms	1 for every 4 bedrooms
Fraternity or sorority house	1 for every 16 bedrooms	1 for every 4 bedrooms
Rooming house or boardinghouse	No minimum	1 for every 10 required automobile parking spaces
Use type in the Residential Uses classification not elsewhere listed	No minimum	No minimum
Public, Civic, and Institutional Uses		
Correctional facility	2 No Minimum	1 for every 20,000 gsf No Minimum
Place of worship	1 for every 1,500 gsf of assembly area	1 for every 15 employees No Minimum
Use type in the Community Service Uses category not elsewhere listed	1 for every 2,000 gsf	1 for every 6,000 gsf
Elementary, middle, or high school	1 for every 10 students of planned capacity 2 classrooms	1 for every 10 employees plus 1 for every 20 students of planned capacity additionally for high schools, 1 for every 50 students of planned capacity, with a maximum of 20 required spaces
Park and ride	1 for every 50 required automobile parking spaces	1 for every 10 required automobile parking spaces
Parking lot (as a principal use)	1 for every 10 automobile parking spaces 50% of automobile parking spaces	1 for every 20 automobile parking spaces, with a minimum of 4 and a maximum of 40 20 required spaces
Parking structure (as a principal use)	2	1 for every 20 automobile parking spaces, with a minimum of 6 and a maximum of 40
Passenger terminal, surface transportation	1 for every 50 projected a.m. peak period daily riders	1 for every 10 projected a.m. peak period daily riders
Airport	No minimum	No minimum
Railroad facility	No minimum	No minimum
Utility facility, minor	No minimum	No minimum
Use type in the Public, Civic, and Institutional Uses classification not elsewhere listed	1 for every 10,000 gsf	1 for every 20,000 gsf
Commercial Uses		
Use type in the Animal Care Uses category	2	2 No Minimum
Bank	2	1 for every 10,000 20,000 gsf
Use type in the Eating or Drinking Establishment Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Amusement park	8 for every acre	2 for every per acre

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS		
PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Arena, stadium, or outdoor theater	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf, <u>maximum of 10</u>
Performing arts center	1 for every 40 <u>100</u> seats, <u>maximum of 10</u>	1 for every 10,000 gsf, <u>maximum of 10</u>
Recreation facility, indoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area <u>3,000 gsf, maximum of 10</u>	1 for every 10,000 gsf
Recreation facility, outdoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf of assembly area
Use type in the Retail Sales Uses category	1 for every 2,000 gsf, <u>maximum of 20</u>	1 for every 10,000 gsf
Use type in the Vehicle Sales and Services Uses category	2	1 for every 10,000 gsf <u>No Minimum</u>
Use type in the Visitor Accommodations Uses category	2	1 for every 20 lodging units
Use type in the Commercial Uses classification not elsewhere listed	1 for every 5,000 gsf	1 for every 10,000 gsf
Agricultural Uses		
Use type in the Agricultural Uses use classification	No minimum	No minimum
Industrial Uses		
Use type in the Manufacturing Uses category	No minimum	1 per 40,000 gsf <u>No Minimum</u>
Use type in the Industrial Uses classification not elsewhere listed	No minimum	No minimum
NOTES:		
[1] Unless otherwise specified, a minimum of two short-term parking spaces are required		
[2] The required number of spaces shall be based on any portion of the base number rounded up (for example, a multi-family development with 17 units would have to provide 5 long-term parking spaces).		
[3] "No minimum" indicates that no bicycle parking spaces are required.		
[4] Spaces listed are the minimum number of spaces unless otherwise specified.		

(2) Reduction Based on Alternative Bicycle Parking Plan

The Zoning Administrator may authorize up to a 25 percent reduction in the minimum number of bicycle parking spaces required by Table 17-5.2(i)(1)b: Bicycle Parking Standards in the MU-1, MU-2, DAC, NAC, CAC, RAC, and MC Districts, if the applicant submits an alternative bicycle parking plan that:

- a. Demonstrates the demand and need for bicycle parking on the site is less than required by this section because of the site's location, the site design, proximity to transit, or other factors; or

AMENDING**Article 3: Zoning Districts****Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks**

Summary: Permit reduced minimum side yard setbacks

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.)	<u>0 to</u> 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.

AMENDING**Article 2: Administration****Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks**

Summary: Clarify elements included in definition of Site Improvement

- (iv) Additions or enclosures to buildings and new structures in rear areas of property that are minimally visible from the street;
- (v) Alterations of exterior appearance or materials to noncontributing or non-historic buildings in historic districts;
- (vi) Signage for buildings in all historic districts except those that are individually designated as landmarks;
- (vii) Demolition or relocation of noncontributing buildings in historic districts;
- (viii) Fences and walls in Protection Areas, Architectural Conservation Districts, Landmark Districts, and Historic Commercial Districts;
- (ix) Site improvements, to include all or any of the paving, steps, fencing, masonry walls, driveways, and parking areas for contributing buildings in historic districts;
- (x) The removal, replacement, or alteration of a non-original feature with a feature consistent with the standards and guidelines for the district and appropriate to the building's period or style of construction;
- (xi) New construction of a shed or outbuilding that is less than 240 square feet;
- (xii) Demolition of a contributing building that has been catastrophically damaged by a fire or other disastrous event;
- (xiii) Alterations or new construction to meet ADA or accessibility requirements;
- (xiv) Reconstruction of any exterior architectural feature that is missing or damaged and can be verified as original or as having reached architectural significance as verified by documentary evidence; and
- (xv) Minor alterations to an individual landmark or a contributing building in a historic district that comply with the guidelines or standards for that building or site.

b. Major Certificate

An application for a Major Certificate of Design Approval – Historic Districts and Landmarks shall be reviewed and decided in accordance with Sec. 17-2.5(g)(5), Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks, for any development not listed in subsection a above or exempted in accordance with Sec. 17-2.5(g)(2)c above, including, but not limited to, the following activities:

- (i) Repairs to individually designated landmarks which utilize large quantities of replacement material;

AMENDING**Article 9: Definitions and Rules of Measurement****Sec. 17-9.4. Definitions (*Multiple*)**

Summary: Add and amend Definitions to provide improved understanding and reduced confusion of landscape regulations.

not limited to, farm tours, hayrides, corn mazes, petting zoos, classes related to agricultural products or skills, and picnic and party facilities offer in conjunction with such activities.

AIRPORT

Owens Field airport.

AIRPORT ELEVATION

The highest point of an airport's usable landing area, measured in feet above mean sea level (194.0 feet).

ALLEY

A minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

ANTENNA

A device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

APPEAL – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

APPEAL – ZONING

See Sec. 17-2.5(u), Appeal – Zoning.

APPLICANT

Any person who submits an application for review and/or approval in accordance with this Ordinance.

APPLICATION OR DEVELOPMENT APPLICATION

The completed form and all accompanying documents, exhibits, materials, and fees required of an applicant by this Ordinance and the Procedures Manual as part of the review on an application for a development approval or permit.

AQUAPONICS

The cultivation of aquatic animals and plants together in a constructed, re-circulating system utilizing natural bacterial cycles to convert the aquatic animal wastes to plant nutrients.

ARBORIST

A specialist in the care and maintenance of trees. Certified Arborists are individuals who have achieved a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination developed by some of the nation's leading experts on tree care.

ARCHITECTURAL CONSERVATION DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which:

(a) Are of historical, social, cultural, architectural or aesthetic significance to the city; and

CITY ENGINEER

The City Engineer of the City of Columbia, South Carolina.

CITY MANAGER

The City Manager of the City of Columbia, South Carolina.

CIVIC GREEN

An open space available for unstructured recreation that is landscaped with grassy areas and trees.

CLEAR CUTTING

The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

CLUBHOUSE

A building or room used for social or recreational activities by members of a club (e.g., golf course clubhouse) or occupants of a residential or other development.

CODE OF ORDINANCES

The Code of Ordinances of the City of Columbia, South Carolina.

COIN OPERATED LAUNDRY (AS ACCESSORY TO A MULTIFAMILY DWELLING, MOBILE HOME PARK, DORMITORY, OR CAMPGROUND)

An establishment where coin-operated automatic washing machines, clothes dryers, or dry-cleaning machines are provided for use as an accessory to a principal use.

COLLECTOR STREET

A street which is used or intended to be used for moving traffic from minor or local streets to arterial streets, including the principal entrance and circulation streets of a residential development.

COMMERCIAL MESSAGE

Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.

COMMERCIAL SERVICE STREET

A street whose use or intended use is somewhat less than that of an arterial and somewhat greater than that of a collector. It will generally be located in industrial/commercial areas or be used to provide access for heavy vehicles or heavy vehicular volumes to such areas.

COMMERCIAL TIMBER OPERATION

Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

COMMUNICATION TOWER

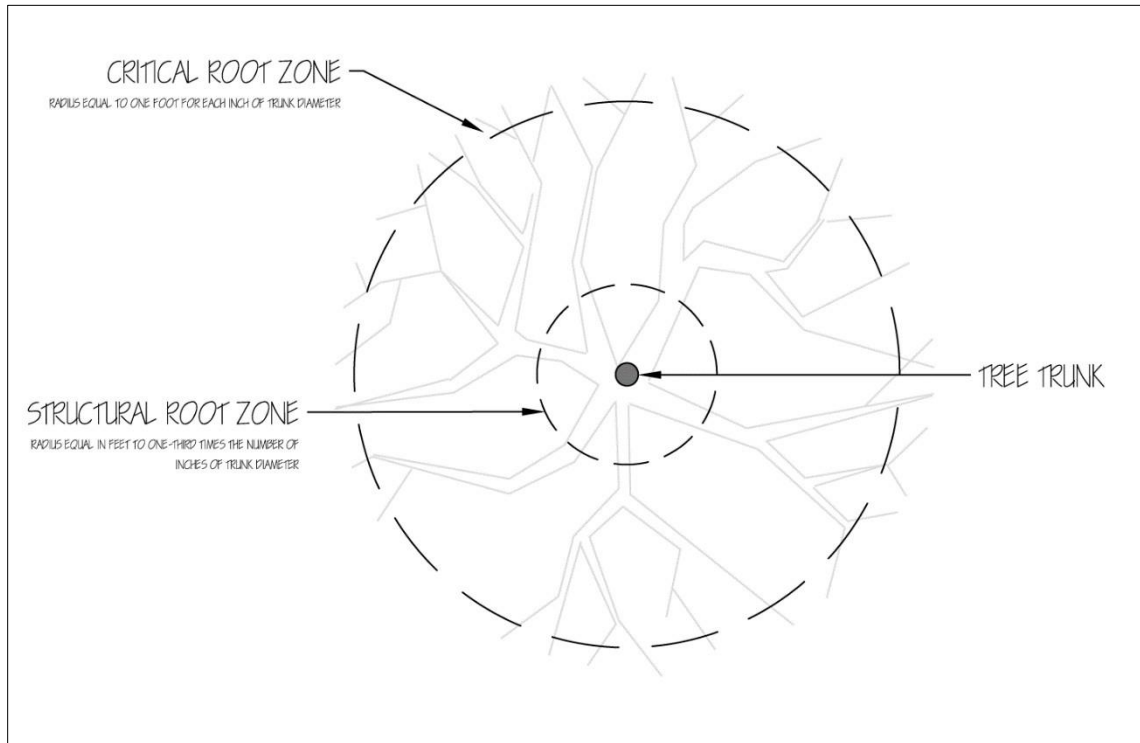
A communication tower is a guy-wire communication tower, a lattice communication tower, or a monopole communication tower only.

Article 9: Definitions and Rules of Measurement

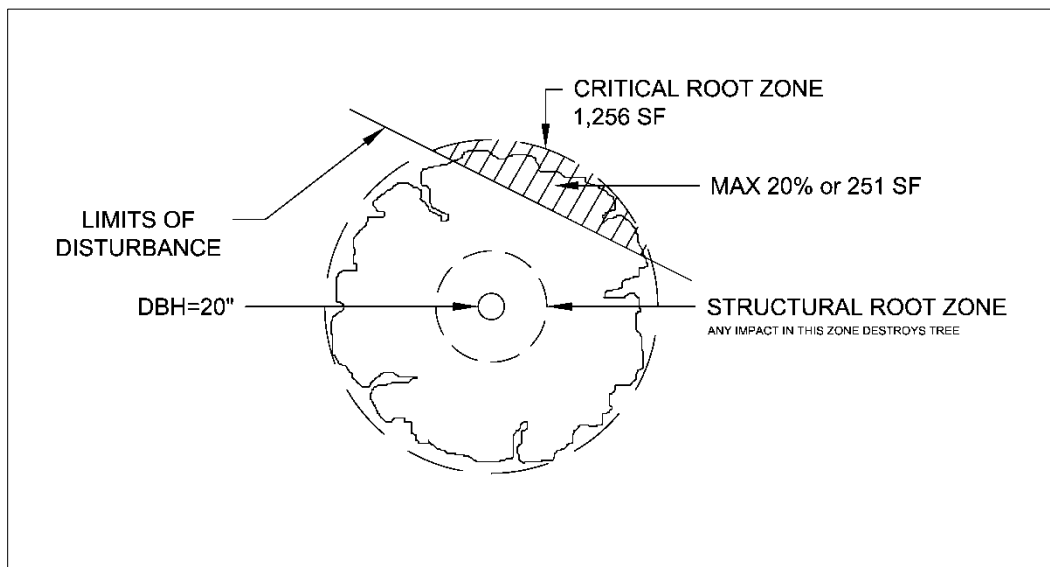
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a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree.

**CRITICAL ROOT ZONE, NET**

In urban environments where root zones may sometimes be obstructed with barriers, i.e. roads and building foundations, etc., the root zone may be reduced in size. The reduced root zone after impact ~~The percentage of impact to the Critical Root Zone~~ is called the Net Critical Root Zone and is used to determine whether a tree is saved or lost. In order for a tree to be preserved, the net critical root zone may be no greater than 20 percent.



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CUL-DE-SAC

A street having one end open to traffic and the other end terminated by a vehicular turnaround; a dead-end street.

DAMAGE OR ABUSE (TO VEGETATION)

Any intentional or negligent act that endangers survivability of a tree or other plant material, including but not limited to, such damage inflicted upon the root system of a tree by application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the trunk of a tree, pruning, damages from injury or fire inflicted on trees that result in or permit pest infestation, or actual cutting of the tree.

DATUM

The term "the datum" used in Sec. 17-3.7(c), OV-A: Airport Safety Overlay District, shall mean sea level elevation unless otherwise specified.

DBH

See "Diameter-at-Breast-Height (DBH)"

DDRC

See "Design Development Review Commission."

DECIDUOUS

A plant which sheds its foliage at the end of each growing season. Not evergreen.

DECORATIVE LIGHTING

Light fixtures used for decorative effects, like accent lights for buildings.

DEMOLITION

The razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

DESIGN DEVELOPMENT REVIEW COMMISSION

The Design Development Review Commission of the City of Columbia, South Carolina (see Sec. 17-2.3(e)).

DEVELOPER

Any person, including a governmental agency, undertaking development.

DEVELOPMENT AGREEMENT

See Sec. 17-2.5(f), Development Agreement.

DEVELOPMENT LOT AS A WHOLE

The entire parcel proposed for a two-family or townhouse development, containing all parcels proposed to be owned in common and all proposed individual lots under two-family or townhouse units.

DHEC

The South Carolina Department of Health and Environmental Control.

ESTABLISH OR ESTABLISHMENT

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
- (3) The addition of any sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of any sexually oriented business.

EVERGREEN

A plant that keeps its leaves or needles year round for more than one growing season.

EXOTIC SPECIES

A plant introduced from another geographic region to an area outside its natural range. For the purpose of this code, this term shall be used primarily to describe conventionally cultivated and hybridized species of non-native plants that are non-invasive and regarded as suitable for and applicable to local landscaping.

EXOTIC INVASIVE SPECIES

A noxious exotic plant reproducing outside its natural range and outside cultivation that disrupts naturally occurring plant communities by altering structure, composition, natural processes or habitat quality; and whose introduction does or is likely to cause economic or environmental harm or harm to human health.

EXTERIOR ARCHITECTURAL FEATURE

The site improvements and general architectural arrangement, or either, of such portion of the exterior of any structure as is designed to be open to view from any public street or way, including but not limited to:

- (1) The kind, color and texture of the material of such portion so open to view;
- (2) The type and design of all windows, doors, lights, signs and other fixtures appurtenant to such portion; and
- (3) The location, adequacy and treatment of any vehicular access to such structure and open to view.

FAÇADE

The front, sides or rear faces of a building.

FACTORY-FABRICATED TRANSPORTABLE BUILDING (TEMPORARY USE)

A building constructed in a factory that is designed to arrive at a site ready for occupancy (except for minor unpacking and connection to utilities) and to be readily relocated to another site immediately following its use.

FAIR OR BETTER CONDITION

A tree is in fair or better condition if:

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GARAGE OR CARPORT

A structure used or designed to provide shelter for the parking and storage of motor vehicles or boats. A garage is an enclosed building whereas a carport is a roofed structure open on one or more sides. Garages and carports are commonly attached to and considered part of a dwelling or other principal building, but may exist as a detached accessory structure.

GARAGE/YARD SALE

The temporary and occasional use of the premises of a dwelling for the sale, open to the public, of new or used personal property.

GRAND TREE

A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

- ✓ Large hardwoods (e.g. Oak, Hickory, Tulip Poplar, Beech): 24 inches DBH
- ✓ Large softwoods (e.g. Pine, Deodar Cedar, Red Cedar): 30 inches DBH
- ✓ Small hardwoods (e.g. Dogwood, Redbud, American Holly): 10 inches DBH
- ✓ Any tree considered rare or unusual species, of exceptional quality, or of historical significance

GRAND TREE STAND

A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

GREEN ROOF

A vegetative layer grown on a rooftop.

GREENHOUSE

A structure made of glass, plastic, or fiberglass in which temperature and humidity can be controlled for the cultivation of plants.

GREENWAY SYSTEM

A series of linear parks, typically beside a road or stream, that contain and are connected by shared use trails or similar pedestrian and bicycle pathways.

GROSS FLOOR AREA

The total horizontal area of all floors of a building, including exterior balconies, mezzanines, and porches but excluding stairways and elevator shafts, measured from the interior faces of the exterior walls of a building.

GROUND FLOOR ACTIVITY ZONES

Ground floor activity zones are sub-districts within the Innovista Design Overlay (OV-ID) zoning district. The OV-ID design guidelines, which are incorporated into this Ordinance by reference, includes a map (see page 5, *Innovista Design District Guidelines*) titled *Ground Floor Activity Zones*, which identifies specific areas within the OV-ID district where a

minimum percentage of the ground floor of buildings shall be occupied by uses that contribute to an active street frontage (see Sec. 17-3.7(g)(4)b, Ground Floor Uses).

GROUND COVER

Low-growing plants that grow in a spreading fashion to form a more or less solid mat of vegetation, generally planted to provide decorative landscaping or permeable cover for bare earth that prevents soil erosion.

GUY-WIRE COMMUNICATION TOWER

A ground-mounted tower supported by guys extending from various points upon the tower to anchors at the base of the tower that supports wireless communication antenna.

HARDWOOD TREE

A broad-leaved tree, ~~so called because its wood is harder and more compact than that of a softwood, or~~ as opposed to a needle-bearing coniferous tree.

HAZARD TO NAVIGATION

Related to airport operations, an obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.

HEALTH DEPARTMENT

The South Carolina Department of Health and Environmental Control and subordinate health agencies having jurisdiction over the land area in which a proposed subdivision is located.

HELIPAD (AS AN ACCESSORY USE)

A facility located on the roof of an office or other building (like a hospital) that accommodates the landing and taking-off of helicopters.

HISTORIC COMMERCIAL DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing physical features or improvements, or both, which:

- (a) Were originally constructed for commercial use;
- (b) Are of historical, social, cultural, architectural or aesthetic significance to the City; and
- (c) Cause such an area to constitute a distinctive section of the City.

HOME GARDEN

An on-site garden planted by an owner or occupant of a dwelling unit for the purpose of growing vegetables or fruit for consumption by occupants of the dwelling unit only.

HOME HOUSING FOR POULTRY

The keeping of poultry for domestic purposes and associated structures used for feeding, shelter and confinement.

HOME OCCUPATION

An occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

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ILLUMINANCE, HORIZONTAL

The intensity of artificial light falling on a horizontal surface, measured in foot candles.

ILLUMINATION

The casting of artificial light onto the ground or another surface.

INFLUENTIAL INTEREST

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, any of the following:

- (1) The actual power to operate the sexually oriented business or control the operation, management or policies of the sexually oriented business or legal entity which operates the sexually oriented business,
- (2) Ownership of a financial interest of 30 percent or more of a business or of any class of voting securities of a business, or
- (3) Holding an office (e.g., president, vice president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

INTERPRETATION – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(x), Interpretation – Land Development (Subdivision).

INTERPRETATION – ZONING

See Sec. 17-2.5(w), Interpretation – Zoning.

INVASIVE SPECIES

See “Exotic Invasive Species”

IRRIGATION SYSTEM

A permanent underground piping and distribution system designed using industry standard methods to provide efficient water coverage over a landscaped area.

LAND

The earth, water, and air, above, below, or on the surface, and including any improvements or structures customarily regarded as land.

LAND DEVELOPMENT ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of enforcing Land Development (Subdivision) Standards, of this Ordinance (see Sec. 17-2.3(g)).

LANDMARK

Any physical feature or improvement designated by the City Council (see Appendix A, Appendix B, and Appendix C) as a physical feature or improvement which in whole or part has historical, social, cultural, architectural or aesthetic significance to the city and the state, or the region, or the nation, and has been in existence for no fewer than 20 years.

LANDMARK DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which are of historical, social, cultural, architectural or aesthetic significance to the city, state, region, or nation, and cause such area to constitute a distinctive section of the city.

LANDOWNER

A person who holds legal title to a property or the authorized agent of such a person.

LANDSCAPE ARCHITECT

A person practicing landscape architecture and licensed in the State of South Carolina pursuant to the requirements of Section 40-28-10, et. seq., of the South Carolina Code of Laws, as amended.

LANDSCAPE ARCHITECTURE

A multi-disciplinary field, incorporating aspects of urban design, architecture, geography, ecology, civil engineering, structural engineering, horticulture, environmental psychology, industrial design, soil sciences, botany, and fine arts for the purpose of the performance of professional services, such as consultation, investigation, research, planning, design, preparation of drawings and specifications, and responsible inspection in connection with the development of land areas where, and to the extent that, the dominant purpose of the services is the preservation, enhancement, or determination of proper site design, natural land features, planting, naturalistic and aesthetic values, the settings and approaches to structures or other improvements, the setting of grades and determining drainage and providing for drainage structures, and the consideration and determining of environmental problems.

LANDSCAPE AREA

An area of land where landscaping is provided in accordance with Sec. 17-5.3, Landscaping.

LANDSCAPING PLAN

A plan, which may be associated with a subdivision, site plan, parking plan, or other plan or application for a development approval or permit, that shows the placement of trees, shrubs, ground cover, and affiliated structures and improvements on a site, and includes specifications, species, quantities, and installation. A landscaping plan must be prepared by a landscape architect or, in limited cases, by another design professional. See Sec. 17-5.3(b)(4), Landscaping Plan Required.

LATTICE COMMUNICATION TOWER

A ground-mounted, many-legged, self-supporting tower created by the joining of structural members that supports wireless communication antenna.

LDA

See "Land Development Administrator."

LICENSEE

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license.

LIGHT, WALL PACK

A light fixture mounted to an exterior wall of a building.

Article 9: Definitions and Rules of Measurement

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(b) Interpretation of Unlisted Uses

MONOPOLE COMMUNICATION TOWER

A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

MULCH

A protective covering consisting of organic materials (layer of wood chips, pine straw, hay or other material) placed on the surface of the soil around plants to retain moisture, inhibit weeds growth, impede erosion, shield roots from freezing and aid in plant growth.

NATIVE SPECIES

A plant that is a part of the balance of nature that has developed over hundreds or thousands of years in a particular region or ecosystem. This includes species that are considered indigenous, occurring in natural associations with habitats that existed prior to significant anthropogenic impacts and alteration to the landscape.

NATURALIZED PLANT

A non-native plant that does not need human help to reproduce and maintain itself over time in an area where it is not native.

NET CRITICAL ROOT ZONE

See Critical Root Zone, Net.

NONCOMMERCIAL MESSAGE

Any sign wording, logo, or other representation that is not defined as a commercial message.

NONCONFORMING

A term applied to lots of record, structures, uses of land or structures, signs, and other site features which were lawful before the passage of this Ordinance or before an amendment of this Ordinance, but which are prohibited by this Ordinance or which are not in compliance with the requirements of this Ordinance.

NONCONFORMING LOT OF RECORD

A lot of record that was legally created before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards in this Ordinance.

NONCONFORMING SIGN

A sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the signage standards in this Ordinance.

NONCONFORMING SITE FEATURE

Any off-street parking, landscaping, or sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the standards in this Ordinance.

NONCONFORMING STRUCTURE

A structure that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards of the zoning district in which it is located or any other standards in this Ordinance.

NONCONFORMING USE

A use that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the use regulations in this Ordinance.

NON-CONTRIBUTING

Any building, structure, or object, less than 50 years old, which does not possess the historical integrity or architectural qualities that make the historic district significant, or a property or building 50 years old or older that has been significantly altered, or properties not associated with the period of significance for the district.

NON-NATIVE PLANT

A plant introduced with human help (intentionally or accidentally) to a new place or new type of habitat where it was not previously found. Note: Not all non-native plants are invasive.

NONRESIDENTIAL

Not providing any dwellings for occupation other than on a transient basis (such as hotels).

NOTICE OF VIOLATION

A notice indicating an alleged violation of this Ordinance. See Sec. 17-8.5(b)(1), Notice of Violation.

NUDITY

The showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola.

NURSERY AND GARDEN CENTER (AS ACCESSORY TO AN AGRICULTURAL USE)

Structures or an area of land located on land used for agricultural production that is used for the display and sale of nursery stock or garden supplies. This use does not include a "produce stand."

OBSTRUCTION

Related to airport operations, any structure, growth or other object, including a mobile object, which exceeds a limited height set forth in this section.

OFFICIAL ZONING MAP

See Sec. 17-1.7, Official Zoning Map.

OFF-STREET PARKING

Parking spaces that are located completely within the boundaries of the lot, and completely off of public or private rights-of-way or alleys or any interior surface access easement for ingress and egress.

OPEN SPACE SET-ASIDE

The portion of a proposed development required for reservation as a permanent open space in accordance with Sec. 17-5.5, Open Space.

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PRINCIPAL STRUCTURE

A structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated commercially in a business area.

PRINCIPAL USE

The significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

PROCEDURES MANUAL

A manual compiled by the Zoning Administrator and Land Development Administrator containing all requirements for application contents and forms, submission schedules, and fees established in accordance with this Ordinance. The Procedures Manual may contain additional information relevant to the submittal, review, and decision of development applications.

PROTECTED LOT

A vacant lot or a lot upon which a single-family detached dwelling or two-family dwelling is located, that requires compliance with the standards in Sec. 17-5.6, Neighborhood Compatibility (see Sec. 17-5.6(b), Applicability).

PROTECTED TREE

Refer to Sec. 17-5.4. Tree Protection (c) General

PROTECTED ZONE

Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and transitional buffer yards.

PROTECTION AREA

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area which is contiguous to and constitutes an essential part of the physical environment of any architectural conservation district, landmark, or landmark district, or constitutes an area of significance in fostering good principles of urban design as applied to the city, or is an area of historical, social, cultural, architectural or aesthetic significance to the city.

PUBLIC ART

Art that is located so as to be visible to persons in public places, including but not limited to streets, sidewalks, and parks, and which does not:

- (1) Contain characteristics of an advertising sign;

Article 9: Definitions and Rules of Measurement

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(b) Interpretation of Unlisted Uses

RELOCATION

For purposes of Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks, the moving of a building, structure, or object on the same lot or to another lot.

RESUBDIVISION

A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use or any lot, or if it affects any map or plat legally recorded prior to the adoption of any regulations controlling subdivisions.

RETAIL SALES (AS AN ACCESSORY USE)

Small-scale retail sales or service uses on the premises of a principal use that offer convenient goods and other goods and services (not major purchase items) serving the day-to-day needs of individuals, or the offering of products associated with a manufacturing, warehouse, or wholesale use for retail sale to the general public on the premises of the manufacturing, warehouse, or wholesale use. An example is an outlet or seconds shop located at a manufacturing plant.

RIGHT-OF-WAY

A strip or parcel of land occupied or intended to be occupied by a street, road, railroad or other special use. Fee simple title is usually granted to the agency or entity acquiring the right-of-way. For purposes of Article 6: Land Development (Subdivision) Standards, every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots and parcels. Right-of-way intended for roads, railroads, streets and similar uses shall be dedicated by the property owners on whose property such rights-of-way are established to the entity accepting responsibility for their maintenance.

ROOF PITCH

The amount of slope of a roof expressed in terms of feet of rise per feet of run (e.g. 3:12).

ROOT BALL

The network of roots and the soil clinging to them when a plant is lifted from the soil or removed from a container is called its root ball.

RUNWAY

Related to airport operations, the runway is a defined area within an airport prepared for landing and takeoff of aircraft along its length.

S.C. CODE OR SOUTH CAROLINA CODE

The Code of Laws of the State of South Carolina.

SANDWICH BOARD SIGN

An A-frame sign consisting of two boards hinged at the top hanging back to back. Such signs are generally oriented to pedestrians.

SCREENING

A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

TEXT AMENDMENT

See Sec. 17-2.5(b), Text Amendment.

THOROUGHFARE, MAJOR

A street designated by the City as an arterial street.

TIMBER HARVESTING

The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

TPZ

See "Tree Protection Zone."

TRANSFER OF OWNERSHIP OR CONTROL OF A SEXUALLY-ORIENTED BUSINESS

- (1) The sale, lease or sublease of a sexually-oriented business;
- (2) The transfer of securities which constitute an influential interest in a sexually-oriented business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift or other similar legal device which transfers the ownership or control of a sexually-oriented business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

TRANSITIONAL BUFFER

A landscaped transitional area intended to separate and screen adjacent differing land uses. A transitional buffer is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way (see "Street Protective Yard").

TREE

A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

- ✓ Canopy Tree: a redundant term as all Trees have canopies; analogous to the term Shade Tree.
- ✓ Coniferous Tree: any Tree with needle leaves and a woody cone fruit.
- ✓ Ornamental Tree: an Understory Tree planted primarily for its aesthetic value and as a landscape focal point, as opposed to its function of shading or screening even though it may perform all three functions.
- ✓ Shade Tree: An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet. Primarily planted for its overhead canopy and quality of the shade it provides.
- ✓ Small/ Medium/ Large (Tree or Shrub): a means of categorizing Trees or Shrubs based upon their canopy or spread at maturity assuming proper maintenance and normal growing conditions and which serves the purpose of allowing for their proper spacing in landscape plans.

Article 9: Definitions and Rules of Measurement

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(b) Interpretation of Unlisted Uses

- ✓ Street Tree: a Tree planted that is an element of a Thoroughfare assembly.
- ✓ Specimen Tree: a particularly impressive or unusual example of a species due to its size, shade, age, or any other trait that epitomizes the character of the species.
- ✓ Understory Tree: a small to medium sized Tree with an expected mature height less than thirty feet and a canopy which may or may not offer a sufficient clearance height for pedestrians beneath.

TREE ASSESSMENT

Information on a site plan that confirms tree species from the survey critical to the application of this subchapter, grades the conditions of trees to aid in retaining quality trees, identifies invasive exotic species on site for removal, confirms the tree survey is complete, identifies any unique features of trees such as leans or lower canopy heights, identifies trees just off site that may require design considerations, and ultimately makes the designer more aware of the site and its character. This analysis shall be performed by either a certified arborist or registered South Carolina landscape architect, and submitted with all development submittals.

TREE INVENTORY

A tally of the number, species, approximate size, and approximate location of existing trees on a site, obtained through photographs, including aerial photographs. A tree inventory ~~must~~ may be verified by on-site viewing by City staff authorized to perform the verification.

TREE LAWN

The linear space between the back of curb and sidewalk for planting trees, flowers, grass and shrubs. Tree lawns may be existing, reclaimed or newly developed. Because they are set aside for landscaping, tree lawns shall not be used for ornaments, fencing, lighting, artwork, or parking.

TREE PROTECTION ZONE

With respect to a protected tree, unless otherwise specified in Sec. 17-5.4, Tree Protection, the largest of the following:

- (1) The area located within a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree;
- (2) The area located within a distance of one-half the tree's height of the tree; or
- (3) The area within a distance of six feet of the tree.

This term may be abbreviated "TPZ" in this Ordinance.

TREE REMOVAL PERMIT

See Sec. 17-2.5(m), Tree Removal Permit.

TREE REPLACEMENT SCHEDULE

A plan showing the location, species and sizes of all replacement trees; and a table listing removed applicable protected, significant, and historical trees, as noted in this section, with total replacement caliper inches required.

TREE SURVEY

A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as DBH), and species of the existing trees on a site. For purposes of this ordinance, this survey shall include grand trees, trees of six inches or greater DBH in any protected zones, and any other trees identified to meet the required density factor for the site. A tree survey ~~must~~ **may** be verified by on-site viewing by City staff authorized to perform the verification.

TURFGRASS

A continuous plant coverage consisting of a grass species that is regularly mowed to maintain a desired height.

TYPE 1, TYPE 2, OR TYPE 3 LANDMARK

Landmarks listed in appendices to this Ordinance (see Appendix A: Type 1 Landmarks, Appendix B: Type 2 Landmarks, and Appendix C: Type 3 Landmarks) which contribute to the City's visual and cultural history. Type 1, Type 2, and Type 3 landmarks are distinguished by standards that require varying degrees of conservation to the interior and/or exterior of the structure (see Sec. 17-3.7(j), OV-HP: Historic Preservation Overlay District).

UTILITY SERVICE AREA

An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

VACANT LOT

A lot or parcel of land on which no improvements have been constructed.

VALET PARKING

Typical practices associated with, and the act of, driving another person's vehicle to and from a parking location so that said person and any passengers originally within the vehicle may unload and load at or near their immediate destination.

VARIANCE – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(t), Variance – Land Development (Subdivision).

VARIANCE – ZONING

See Sec. 17-2.5(s), Variance – Zoning.

VEHICULAR DISPLAY AREA

An area where vehicles are stored and displayed for sale or lease.

VEHICULAR SURFACE AREA

An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this Ordinance, parking lots, rental lots, and depots.

VENDOR, TEMPORARY

A person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent and enclosed building located upon the same lot.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

WALL OFFSET

Projections or recesses organized in a random or repeating pattern along a building wall used to visually interrupt the mass of the façade plane.

WAREHOUSING (AS AN ACCESSORY USE)

As an accessory use, the storage and distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive.

WIND ENERGY CONVERSION SYSTEM (SMALL-SCALE)

A facility consisting of one or more rotating wind turbines and related equipment that converts the kinetic energy in wind into mechanical energy. A small-scale wind energy conversion system as an accessory use is intended to primarily reduce on-site consumption of utility power for a home or business.

XERISCAPE

A method of landscaping that emphasizes water conservation, accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of mulches, use of low-water demand plants, efficient irrigation practices and appropriate maintenance.

YARD

A required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground (see Sec. 17-9.2, Rules of Measurement).

YARD, FRONT

A yard extending between side lot lines across the front of a lot (see Sec. 17-9.2, Rules of Measurement).

YARD, REAR

A yard extending across the rear of the lot between the inner side yard lines (see Sec. 17-9.2, Rules of Measurement).

YARD, SIDE

A yard extending from the rear line of the required front yard to the rear lot line (see Sec. 17-9.2, Rules of Measurement).

ZA

See “Zoning Administrator.”

ZONING ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of administering and enforcing all provisions of this Ordinance except those enforced by the Land Development Administrator (see Sec. 17-2.3(f)). The Zoning Administrator is the person referred to as “zoning administrator” in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (S.C. Code § 6-29-310 et seq.).

AMENDING**Article 5: Development Standards****Sec. 17-5.11. Green Building Standards (d) Green Building Standards****Table 17-5.11(D)(4): Green Building Point System; Vegetation**

Summary: *Correct to permit plant material and mulch in place of turf*

Article 5: Development Standards
Sec. 17-5.11. Green Building Standards
(d) Green Building Standards

TABLE 17-5.11(D)(4): GREEN BUILDING POINT SYSTEM

GREEN BUILDING ACTIVITY	POINTS EARNED
Generate or acquire a minimum of 50 percent of the electricity needed by the development from alternative energy sources (e.g., solar, wind, geothermal)	2.00
Generate or acquire a minimum of 25 percent of the electricity needed by the development from alternative energy sources (e.g., solar, wind, geothermal)	1.00
Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels	1.50
Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels	0.75
Pre-wire a minimum of 25 percent of residential dwelling units for solar panels	0.50
Install solar panels on a minimum of 25 percent of dwelling units contained in single-family detached, two-family, townhouse, or multifamily dwellings, that provides a minimum of 75 percent of electricity needed for each unit	2.00
Install solar panels on primary structure, or at least 50 percent of buildings in a multi-building development, that provides a minimum of 50 percent of electricity needed for the entire development	1.50
Install small-scale wind energy conversion systems to provide electricity for 25 percent of residential dwellings in development	1.00
Passive Solar	
Orient a minimum of 50 percent of residential dwellings or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	1.50
Orient a minimum of 25 percent of residential dwelling units or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	0.75
Orient at least 25 percent of nonresidential buildings within 20 percent of east-west axis for maximum solar exposure	1.00
Water Conservation and Water Quality	
Install a green or vegetated roof on the primary structure, or on at least 50 percent of primary buildings in a multi-building development. Green or vegetated roofs shall include vegetation on at least 50 percent of the roof area and shall use only plant materials permitted by the landscaping standards in Sec. 17-5.3, Landscaping.	2.00
Include rain water capture and re-use devices such as cisterns, rain filters, and underground storage basins for residential development with a minimum storage capacity of 500 gallons for every two residential units	0.50
Provide rain gardens or other appropriate storm water infiltration system(s) that accommodate a minimum of 25 percent of the runoff	1.00
Vegetation	
Remove all lawn or turf in favor of ground cover consisting of plant material or and mulch	0.75
Limit turf grass to 40 percent of the landscaped area.	0.25
Urban Agriculture	
Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet. per residential dwelling unit	1.00

AMENDING**Article 4: Use Regulations****Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific
Accessory Uses and Structures (6) Home Occupation**

Summary: Removing reference to signage for Home Occupations that conflicts with sign code.

- g. Locate outdoor play equipment not closer than 20 feet from any residential lot line.

(6) Home Occupation

Home occupations are permitted as an accessory use to a dwelling unit, subject to the following standards:

- a. Beauty salons and barbershops as home occupations require a Special Exception Permit, in accordance with Sec. 17-2.5(e), Special Exception Permit.
- b. The principal person conducting the home occupation shall be a full-time resident of the dwelling unit, and the occupation shall employ not more than two people on the premises who are not full-time residents of the dwelling unit.
- c. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- d. Not more than 25 percent of the floor area of the dwelling unit or 1,000 square feet, whichever is less, shall be used in the conduct of the home occupation.
- e. There shall be no sign or change in the residential character or external appearance of the dwelling unit, its associated structures, or its principal residential use. ~~-, other than a permitted sign, to indicate that the dwelling unit is used for other than residential purposes.~~
- f. The home occupation shall be conducted entirely within the principal structure or within a fully enclosed, lawfully approved structure which is accessory to the residential use, provided:
 - 1. A home occupation is not allowed in an accessory dwelling unit;
 - 2. Any portion of an accessory structure that is used to provide a required parking space shall not be used for a home occupation; and
 - 3. Where a lot is nonconforming as to the number of required parking spaces, an accessory structure or a portion thereof, shall not be used as a home occupation where that accessory structure or portion thereof, could be used to provide the required number of parking spaces.
- g. Goods shall not be offered for purchase on the premises, except those goods incidental to the provision of a service in connection with the home occupation (e.g., a hairdresser may sell shampoo).
- h. Any vehicle used to conduct the home occupation shall be of a size that does not disrupt the quiet nature and visual quality of the neighborhood. A maximum of two vehicles used to conduct the home occupation may be stored on the premises or on a public street within 1,200 feet of the premises. Any need for additional parking generated by the conduct of the

AMENDING

Appendix C: Type 3 Landmarks

Table C: Type 3 Landmarks

Summary: Amending to include Landmarks added since original code drafted.

APPENDIX C: TYPE 3 LANDMARKS

Type 3 Landmarks are established in Table C: Type 3 Landmarks.

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
Albion Street	
832	—
Blanding Street	
614	Cottage
1328	Heinish House
1327-29	Willis House
1528	Bryce House-Hair Real Estate
Bull Street	
1814	Two-Story House (Trans Modern)
Calhoun Street	
714	Cottage
1710	Cottage
1731	Flora Barringer House
<u>Fig Street</u>	
<u>1701</u>	<u>Laundry Building</u>
Gadsden Street	
1328	Cottage
1721	TMS # 09010-10-09
<u>Gervais Street</u>	
700	Possibly Wayside Hospital Site
1811	McDuffie's Antiques, Cottage
2218	Cottage
2221	Cottage
<u>2531</u>	<u>Woodson Family Store</u>
2537	—
<u>Hampton Street</u>	
1404	Cantwell House
1426	Heise-Tunnander Cottage
<u>1601</u>	<u>Berry Home</u>
Harden Street	
1500 Blk. E	Allen University Campus:
	Building South Corner
	Building Center Block
	Building North Corner
Henderson Street	
1826	Two-Story "Stick Style" House

AMENDING

Article 5: Development Standards

17-5.3(b)(5)b – Landscaping/Applicability/Columbia Landscaping and Tree Fund; and

17-5.3(c)(1)c – Landscaping/General Landscaping Standards/Installation of Required Landscaping; and

17-5.3(c)(3)a – Landscaping/General Landscaping Standards/Species; and

17-5.3(c)(11)d – Landscaping/General Landscaping Standards/Maintenance of Landscape Areas/Protection During Operations; and

Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type; and

17-5.3(d)(7)b: Landscaping/Transitional Buffer Yards/Planting and Materials Standards/Trees; and

17-5.3(e)(6): Landscaping/Street Protective Yards/Minimum Plantings; and

17-5.3(f)(2): Landscaping/Vehicular Surface Areas/Applicability; and

17-5.3(f)(4)a: Landscaping/Vehicular Surface Areas/Interior Planting Areas/Size; and

17-5.3(f)(6)b: Landscaping/Vehicular Surface Areas/Planted Medians/Size; and

Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees; and

17-5.3(h)(5): Landscaping/Site Tree Density/Credit for Remaining Trees; and

Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site; and

17-5.3(i)(5): Landscaping/Screening/Display Areas

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

Summary:

- Remove requirement to use value of building from five-year's prior
- Reinstate provisions for administration of Tree Fund and provide more flexibility for where funds may be spent
- Clarify source for species selection to SC Forestry Commission
- Specify methods (curb stops etc.) for protecting plantings adjacent to parking area, to be consistent with same language from 17-5.4(c)7.
- Providing additional flexibility for plantings in buffer areas reduced with a wall
- Clarifies plant specification to match 17-5.3(d)7
- Cleaning up duplicative language regarding sight visibility
- Provide flexibility for tree planning volume
- Reinstating applicability of parking lot standards for projects that exceed 50% taxable value of building
- Clarifying density factor for planting to include palmetto tree allowed for density factor

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

- c. If, during review of plans for historic consideration, a federal or state agency applies requirements that conflict with the standards in this Section, the requirements applied by the federal or state agency shall control.

(2) Exemptions

The following are exempt from the standards in this Section:

- a. Single-family detached dwellings, provided, the initial development of a subdivision of single-family dwellings is subject to the Sec. 17-5.3(h), Site Tree Density, and Sec. 17-5.4, Tree Protection.
- b. Public and private utilities, except when a Zoning Permit or subdivision approval is required. Such utilities may include but are not limited to storm drainage installation, street construction, water and sewer construction, and electric, gas, communications, and other similar service installations.
- c. Expansion of an existing structure that, combined with all expansions of the same structure during the preceding five-year period, equals less than 25 percent of the total gross floor area of the structure existing at the beginning of the five-year period and results in no increase or an increase of less than 25 percent of the vehicular surface area existing at the beginning of the five-year period.
- d. Renovation or reuse, not a more intense use, of an existing structure that, combined with all renovation and reuse of the same structure during the preceding five-year period, is valued at less than 50 percent of the recorded tax value of the building ~~at the beginning of the five-year period.~~

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(4) Landscaping Plan Required

A landscaping plan shall be submitted with an application for development subject to the requirements of this Section. The landscaping plan shall depict how the proposed development complies with the standards in this Section. The landscaping plan shall comply with the requirements for landscaping plans set forth in the Procedures Manual and shall include utility and irrigation plans, if applicable, and documentation of existing trees and a tree protection plan as required by Sec. 17-5.4, Tree Protection. All landscaping plans for sites having an area greater than one acre shall be prepared by a registered landscape architect. Landscaping plans for sites having an area of one acre or less may be prepared by other design professionals with competency in landscape design when the design is incidental to their work.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

(5) Alternative Compliance

a. Alternative Landscaping Plan

1. Where the application of the standards in this Section would result in unreasonable or impractical situations due to unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, a committee comprised of the Zoning Administrator, the Land Development Administrator or designee, and the Planning Director, may approve an alternative landscaping plan on finding, by a simple majority, the alternative landscaping plan:
 - (i) Would result in landscaping of similar quality, effectiveness, durability, and performance as required by this Section;
 - (ii) Is consistent with the purpose and intent of this Section and the purpose of each applicable subsection in this Section, taking into account the proposed land use and the land use on abutting property; the amount, species, arrangement, and coverage of plant material proposed; the level of screening achieved; and the height, spread and canopy of the proposed plantings at maturity; and
 - (iii) Would not result in the removal of a grand tree which would otherwise be required to be preserved.
2. The committee's decision to approve or deny an alternative landscaping plan may be appealed to Board of Zoning Appeals, in accordance with Sec. 17-2.5(u), Appeal – Zoning.

b. ~~Payment to~~ Columbia Landscaping and Tree Fund

1. City Manager or designee shall administer the fund, and the Columbia Tree and Appearance Commission shall serve as an advisory board. The Columbia Landscape and Tree Fund shall be used for landscaping, streetscaping and beautification project upon public property within the City of Columbia.
2. Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for proposed development to comply with the landscaping requirements in this Section, the proposed development may be approved only if it complies with the requirements in this Section to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the alternative landscaping plan. Three estimates provided with letterhead will be submitted for review and

approval. The payment shall be based on the average of the three estimates multiplied by 125%.

(c) General Landscaping Standards

Unless specified in this Ordinance to the contrary, all plantings and other improvements required by this Section shall comply with this subsection.

(1) Installation of Required Landscaping

- a. Unless a bond is provided in accordance with c below, all landscaping required by this Section shall be installed prior to the issuance of a Certificate of Occupancy.
- b. All plants shall be installed in a manner to ensure their best chance of survival and to reduce the potential expense of replacing damaged plant materials. Sufficient soil volume shall be provided for tree roots to allow for the tree's healthy growth and survival to its mature size; however, this requirement shall not be construed to require minimum soil volumes in excess of those required for interior planting areas by Sec. 17-5.3(f)(4)a.1(ii).
- c. If the season or weather conditions prohibit planting of trees or shrubs, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to 125 percent of the cost of installing the required ~~trees or shrubs~~ landscaping to guarantee the completion of the required planting. A Zoning Permit for the development shall be issued only on approval of the financial surety. All required improvements must be completed within the time period established in the development approval, or within 18 months of the date the developer provides financial surety, whichever period is shorter. The developer may request and the Land Development Administrator may grant, for good cause shown, one extension, not to exceed one year, of the period for completion. The financial surety shall be canceled and/or returned upon completion of the required landscaping. If the developer fails to complete all required improvements within the period for completion, as may be extended, the Land Development Administrator shall send written notice to the developer identifying the failure(s) and providing the developer a period of 30 days to complete the required improvements. If the required improvements are not completed within the 30-day period, the City may draw on the financial surety to complete the required improvements.

(2) Credit for Existing Vegetation

Existing vegetation in good health that meets all applicable standards in this Section may be used to satisfy any planting requirements, provided the vegetation is in fair or better condition (see Sec. 17-9.4, Definitions) and is protected before and during development in the same manner required for a protected tree in accordance with Sec. 17-5.4(f), Tree Protection During Construction.

(3) Species

- a. Vegetative material shall be adapted to the site conditions where it will be planted. The use of native, drought-tolerant vegetation is encouraged to reduce dependency upon irrigation. The selection of trees, shrubs, and other vegetative material from the list of suggested species maintained by the ~~Zoning Administrator in the Procedures Manual~~ South Carolina Forestry Commission is encouraged.
- b. The use of species identified as invasive plant pest species by the South Carolina Exotic Pest Plant Council is prohibited.
- c. To curtail the spread of disease and insect infestation in a plant species, new shrub and tree plantings shall be of different genuses in accordance with Table 17-5.3(c)(3): Required Shrub and Tree Genus Diversity. Where different genuses of shrubs and trees are required in accordance with Table 17-5.3(c)(3), each required genus shall be planted in roughly equal proportions with the other required genuses. Nothing in this subsection shall be construed to prevent the utilization of a greater number of different species than specified in Table 17-5.3(c)(3).

TABLE 17-5.3(C)(3): REQUIRED SHRUB AND TREE GENUS DIVERSITY	
MINIMUM NUMBER OF SHRUBS OR TREES REQUIRED ON SITE	MINIMUM NUMBER OF GENUSES OF SHRUBS OR TREES REQUIRED ON SITE
Shrubs	
40 or fewer	2
More than 40 but fewer than 70	3
70 or more	4
Trees	
20 or fewer	2
More than 20 but fewer than 40	3
40 or more	4

(4) Trees

- a. All shade trees planted in accordance with the requirements of this Section shall be a minimum of ten feet in height, and small-maturing trees a minimum of eight feet in height, when planted. Both shade trees and small-maturing trees must be at least two inches in caliper (measured one-half foot above ground level) when planted. Any new trees of above four-inch caliper size shall be measured 12 inches above the ground. The caliper size of a multi-trunk tree shall be deemed to be the average caliper size of the largest three leaders.

(10) Sight Areas

Sight areas shall be maintained free of obstructions, including trees, shrubs, and other vegetation and fences, walls, and berms.

(11) Maintenance of Landscape Areas**a. General**

1. It shall be the duty of the property owner to maintain all vegetation planted pursuant to, or protected by, this chapter in a healthy condition in accordance with this section and the tree ordinance guidelines developed by the City.
2. Landscape features and areas shall be maintained in accordance with the approved landscaping plan or alternative landscaping plan and shall present a healthy and orderly appearance free from refuse and debris.
3. All plant life shown on an approved landscaping plan or alternative landscaping plan shall be replaced with the same or a similar species if it dies, is seriously damaged, or removed, except any existing vegetation that does not comply with the standards in this Ordinance shall be replaced with vegetation that does comply with the standards in this Ordinance, in the event the existing vegetation is removed due to damage, disease, or death.

b. Maintenance Review

The Land Development Administrator, or designee, shall have the authority to review landscaping and require replanting if necessary to maintain the required landscape plants in good health.

c. Damage Due to Natural Occurrence

In the event that any vegetation or physical element functioning to meet the standards of this Section is severely damaged due to an unusual weather occurrence or natural catastrophe, or other natural occurrence such as damage by wild or domestic animals, the owner or developer shall be required to replant if the landscaping standards are not being met. The Land Development Administrator shall consider the type and location of the landscape buffer or required vegetation area as well as the propensity for natural re-vegetation in making a determination on the extent of replanting requirements. The owner shall have one growing season to replace or replant in accordance with the Land Development Administrator's determination.

d. Protection During Operations

1. The owner or developer shall take actions to protect trees and landscaping from damage during all facility and site operations.
2. Plants shall be maintained in a way that does not obstruct sight distances at roadway and drive intersections, obstruct traffic signs or devices, or interfere with the use of sidewalks or pedestrian trails.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards**

3. If a planting area required by this Section is adjacent to parking or vehicular circulation areas, ~~the planting area shall be protected from vehicular intrusion or damage from excessive vehicular lubricants or fuels. 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

- a. Unless exempted in accordance with subsection b below, all new development shall comply with standards in this subsection.
- b. Transitional buffer yards are not required:
 1. Between uses or lots within a single mixed-use development; and
 2. Between a proposed development and abutting right-of-way.

August 20, 2019

Columbia, South Carolina

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards****b. Minimum Width and Plantings**

The standards for each transitional buffer yard type in this subsection shall apply where that buffer type is required in accordance with Table 17-5.3(d)(3)a: Buffer Type Application.

1. Minimum Width

Unless reduced in accordance with Sec. 17-5.3(d)(3)c, Reduction in Buffer Width, the minimum required width of a transitional buffer yard shall be as follows:

- (i) Type A: 10 feet;
- (ii) Type B: 20 feet;
- (iii) Type C: 30 feet; and
- (iv) Type D: 40 feet.

2. Required Width and Plantings Table

Plantings shall be provided in a transitional buffer yard in the amount shown in Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type, based on the width and type of buffer required.

TABLE 17-5.3(D)(3)B: REQUIRED PLANTINGS BY BUFFER WIDTH AND TYPE								
BUFFER WIDTH (FT) [3] [4]	MINIMUM NUMBER OF SHRUBS AND AGGREGATE CALIPER INCHES (ACI) OF TREES PER 100 LINEAR FEET [2]							
	TYPE A		TYPE B		TYPE C		TYPE D	
	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)
10	20	12						
20	14	10	40	14				
30	12	8	28	12	60	16		
40 or more	8	8	24	12	36	14	80	20

NOTES:

- [1] Buffer widths that are less than the minimum allowed are shaded in this table.
- [2] The actual required number of shrubs or ACI of trees is determined by dividing the number of linear feet of the transitional buffer yard by 100, multiplying the result by the number of shrubs or ACI, as appropriate, required per 100 linear feet, and rounding to the nearest whole number.
- [3] If a proposed transitional buffer yard width falls between two adjacent widths listed in this table (higher listed width and lower listed width), the required ACI of trees shall be the required ACI for the lower listed width, and the required number of shrubs shall be determined by multiplying by 0.1 the difference between the proposed width in feet and the lower listed width, multiplying the result by the difference between the number of shrubs listed for the higher listed width and number of shrubs listed for the lower listed width, adding the result to the number of shrubs required for the lower listed width, and rounding to the nearest whole number. For example, a proposed Type A transitional buffer yard with a width of 25 feet requires 10 ACI of trees (the same as a 20-foot buffer) and 13 shrubs $((5 \times 0.1) \times (14 - 12) + 12)$ per 100 linear feet.
- [4] Any transitional buffer yard that is less than 15 feet in width shall include a wall made of brick, stone, or stucco that is at least 6 feet in height.

~~[5] "Trees" and "shrubs" required by this table shall comply with Sec. 17-5.3(c)(4), Trees, and Sec. 17-5.3(c)(5), Shrubs (see Sec. 17-9.4, Definitions)~~

1. Fences and walls;
 2. Retaining walls;
 3. Sidewalks, trails, and bike paths, provided they intersect the transitional buffer yard at a 90-degree angle; and
 4. Driveways and parking lot aisles necessary to comply with Sec. 17-5.1(c)(2), Cross Access Between Adjoining Developments; and
 5. Stormwater areas that incorporate Low Impact Development (LID) practices using plant material to manage stormwater.
- b. Development within a transitional buffer yard shall not reduce the general separation of land uses or interfere with the required plantings.

(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 unreduced buffers.

(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 linear feet of street protective yard or fraction thereof, excluding portions of the street protective yard where driveways are located, ~~provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement. and areas necessary to avoid intrusion in to sight areas.~~
- b. A street protective yard shall contain a minimum of one shade tree, provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement.
- c. At least 60 percent of the street protective yard area not used for shade trees or for pedestrian or vehicular access shall be covered in shrubs, ground cover, small-maturing trees, or turf, and all other portions of the street protective yard shall be mulched. A minimum of 75 percent of the area designated on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.
- ~~d. Unless otherwise necessary to avoid intrusion in to sight areas, at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding driveway widths, shall be provided, except as modified in e below.~~
- e d.** Within 20 feet of an overhead power line, small-maturing trees spaced between 20 and 30 feet apart on center, unless otherwise necessary to avoid intrusion into sight areas, shall be substituted for required shade trees.

(7) Development Within Street Protective Yards

Development in a street protective yard shall be limited to the following:

- a. Fences and walls;
- b. Retaining walls;
- c. Flagpoles, lamp or address posts, mailboxes, and similar features;
- d. Sidewalks, trails, and bike paths;
- e. Driveways or parking lot aisles having a width of 35 feet or less, provided the centerline of the driveway or parking lot aisle forms a 90-degree angle with the boundary between the site and the right-of-way; and
- f. Stormwater areas treated as site amenities in accordance with Sec. 17-5.5, Open Space.

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Sec. 17-5.3. Landscaping

(f) Vehicular Surface Areas

(f) Vehicular Surface Areas

(1) Purpose

The standards set forth in this subsection for the provision of landscaping in and around vehicular surface areas (parking lots) are designed to:

- a. Enhance their appearance;
- b. Provide shade to reduce heat and glare reflected by paving;
- c. Reduce stormwater runoff;
- d. Filter particulate and gaseous pollutants from the air; and
- e. Reduce the glare of headlights and noise on surrounding properties.

(2) Applicability

The following shall comply with the standards in this subsection:

- a. Any new vehicular surface area (parking lot) whether principal or accessory use;
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building, ~~or the expansion of an existing building~~, or the renovation costs exceeding 50% of the taxable building value of an existing building.

(3) Street Protective Yards for Vehicular Surface Areas

- a. A street protective yard located between a vehicle surface area, other than a parking structure, and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by 1 or 2 below, provided, 1 and 2 below shall not apply where a vehicular surface area is located behind a building from the street right-of-way:
 - 1. The street protective yard shall include an opaque screen along the length of the street protective yard, excluding portions of the street protective yard where driveways or sight areas are located, that is between two and one-half and three feet in height and that consists of:
 - (i) Evergreen shrubs that measure at least two feet in height at the time of planting and reach a mature height of or may be maintained at a height of two-and-one-half to three feet within one year of planting; or
 - (ii) A wall composed of brick, stone, or stucco, which may be combined with decorative metal, such as wrought iron, if the wall achieves opacity at an average height of between two and one-half and three feet.

2. Where a street protective yard includes a brick, stone, or stucco wall in accordance with 1(ii) above:
 - (i) The minimum width of the street protective yard is reduced by 50 percent, provided the street protected yard shall not at any point be less than five feet in width;
 - (ii) The required number of shrubs is reduced by two-thirds, if all required shrubs are planted between the wall and the right-of-way; and
 - (iii) Up to forty percent of required shrubs may be deciduous shrubs having a maximum height of three feet.
- b. A street protective yard located between a parking structure and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by the following standards:
 1. The minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
 2. The minimum area of the street protective yard shall be:
 - (i) Where the minimum front yard setback is zero feet, the area necessary to provide adequate planting areas for the healthy growth of required trees to maturity;
 - (ii) In all other cases, the smaller of the area of the required front yard or the area of the front yard defined by a 20-foot setback.

(4) Interior Planting Areas

A vehicular surface area, other than a parking structure, shall include interior planting areas that comply with the standards in this subsection.

a. Size

1. An interior planting area shall have a minimum of either:
 - (i) ~~200~~ Up to 275 square feet of area for each tree in the planting area; or
 - (ii) A volume of low compacted, absorbing soil equal to:
 - (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
2. A planting area shall not measure less than five feet in any horizontal dimension, not including any curb width.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(f) Vehicular Surface Areas**

on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.

2. Cumulatively, the planting areas shall contain a minimum of one shade tree for every 3,200 square feet of total vehicular surface area or fraction thereof.
3. Each planting area shall contain at least one shade tree, provided, small-maturing trees shall be substituted for shade trees within 15 feet of overhead power lines;
4. Shade trees shall be spaced a minimum of 40 feet apart, or, if planted groups, a minimum of 25 feet apart;
5. Small-maturing trees shall be spaced a minimum of 30 feet apart, or, if planted in groups, a minimum of 15 feet apart.
6. Trees shall not be planted within ten feet of a tree located in the public right-of-way.
7. Planting areas shall be protected from vehicle damage by the installation of curbing, wheel stops, or other comparable methods. The placement of plant material shall allow for a minimum two-and-one-half foot bumper overhang from the face of curbing, wheel stops, or other comparable devices. This standard shall not be construed to prohibit the use of planting areas as stormwater management devices.

(5) Vehicular Display Areas

A vehicular display area shall comply with the standards in Sec. 17-5.3(f)(4), Interior Planting Areas, provided

- a. No stored vehicle shall be located farther than 40 feet from the edge of any landscaped planting area; and
- b. Small maturing trees may be substituted for required shade trees within interior landscaped planting areas.

(6) Planted Medians

A vehicular surface area, other than a parking structure, that has an area greater than two acres shall include planted medians that comply with the standards in subsections a through d below.

a. Number

One planted median is required for every two acres of vehicular surface area, rounded to the closest two-acre increment.

b. Size

1. Each planted median shall contain a minimum of 840 square feet of planted space.

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(f) Vehicular Surface Areas

2. A planted median shall have a minimum of either:

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(g) Site Landscaping

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(h) Site Tree Density

- (i) ~~200~~ Up to 275 square feet of area for each tree in the planting area;
or
 - (ii) A volume of low compacted, absorbing soil equal to:
 - (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
 - 3. The minimum width of a median at any point is five feet, not including any curb width.
- c. Configuration**
- 1. The length of the planted median shall be uninterrupted except for access ways approved by the Zoning Administrator.
 - 2. The amount of impervious surface within the planted median shall not exceed 20 percent of the area of the planted median.
- d. Minimum Plantings**
- 1. Shade trees shall be planted in the required medians at an average spacing of 40 feet on center.
 - 2. At least 60 percent of a planted median shall be covered in shrubs, ground cover, small-maturing trees, turf, and other plants, and all other portions of the planted median shall be mulched.

(g) Site Landscaping**(1) Purpose**

Site landscaping is landscaping that is not required for vehicular surface area landscaping, transitional buffer yard landscaping, or street protective yard landscaping, that is designed to soften the visual impact of building foundations and provide for the even dispersal of trees across a development site.

(2) Applicability

- a. Unless exempted in accordance with b below, all development shall comply with the standards in this subsection.
- b. The following are exempt from the standards in this subsection:
 - 1. Development that consists solely of a change in land use;
 - 2. Single-family detached dwellings;
 - 3. Two-family dwellings;

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(g) Site Landscaping

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Sec. 17-5.3. Landscaping

(h) Site Tree Density

4. Townhouses;
5. Agricultural uses; and

2. All development other than single-residential subdivisions: 30 units per acre.

(4) Determination of Required Planting

The density factor for a site (DFS) is a measurement of the tree coverage on a site, based on the amount of tree trunk diameter per acre and the species of tree. The number and type of trees that must be planted to comply with the minimum DFS is determined by:

- a. Multiplying the number of site acres by the applicable minimum DFS;
- b. Applying any credit for remaining trees (see Sec. 17-5.3(h)(5), Credit for Remaining Trees) toward the DFS; and
- c. Determining a combination of trees that will meet or exceed any remaining DFS using Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees.

TABLE 17-5.3(H)(4): CONVERSION FROM CALIPER TO DENSITY FACTOR UNITS FOR NEW TREES		
CALIPER IN INCHES	DENSITY FACTOR UNITS [1]	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	HARDWOOD TREE (E.G. OAK, ELM MAPLE)
1	0.0	0.0
2	0.5	1.0
3	0.8	1.5
4 or more	1.0	2.0
NOTES:		
[1] A Palmetto tree, <u>at least 8 feet tall</u> , equals one density factor unit, regardless of size .		

(5) Credit for Remaining Trees

For each tree in fair or better condition indicated on the landscaping plan as remaining on the site following development, including any trees used to comply with the requirements in Sec. 17-5.4, Tree Protection, the landscaping plan shall show the diameter-at-breast-height (DBH). Credit toward the minimum DFS for such trees shall be determined by converting the DBH of each tree to a unit that is compatible with the DFS using Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site, and then summing the results to obtain the total credit for remaining trees on the site.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(h) Site Tree Density**

TABLE 17-5.3(H)(5): CONVERSION OF DBH TO DENSITY FACTOR UNITS FOR TREES REMAINING ON SITE		
DIAMETER-AT-BREAST- HEIGHT (DBH) IN INCHES	DENSITY FACTOR UNITS	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	TREE OTHER THAN SOFTWOOD <u>HARDWOOD</u> <u>TREE (E.G. OAK, ELM)</u>
Less than 6	0	0
6 to 8	1.5	3
9 to 11	2.4	4.8
12 to 14	3.2	6.4
15 to 17	3.8	7.6
18 to 20	4.4	8.8
21 to 23	5.2	10.4
24 to 26	10.2	20.4
27 to 29	12.9	25.8
30 to 32	15.6	31.2
33 to 35	18.9	37.8
36 to 38	22.5	45
39 to 41	26.1	52.2
42 to 44	30.3	60.6
45 to 47	34.5	69
48 to 50	39.3	78.6
Greater than 50	42.3	84.6

(6) Additional Credits

- a. The Zoning Administrator may credit trees relocated within the site toward the DFS by multiplying by 0.7 the density factor units calculated for the DBH of each tree to be relocated in accordance with Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site.
- b. Trees used to comply with other landscaping standards in this Section, including but not limited to those that apply to transitional buffer yards, street protective yards, vehicular surface areas, and site landscaping, may also be credited toward the DFS.
- c. Trees used to comply with Sec. 17-5.4, Tree Protection, may also be credited toward the DFS.

(7) Tree Location Standards

- a. The spacing of trees planted to meet the DFS shall be compatible with spatial limitations and with responsible consideration of potential species size.

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(a) Purpose

- a. Screening shall be accomplished with one or more of the following:
 1. A closed fence, made of wood, **opaque metal**, or composite material approved by the Land Development Administrator, with the finished side facing away from the area to be screened;
 2. A masonry wall; or
 3. Natural plants.
- b. At least 75 percent of the periphery of the display area, excluding driveways and sight areas, shall be screened to an average height of three feet. Any screening material higher than 60 inches shall be excluded when determining the average height of screening.
- c. Any gap in screening along the periphery of the display shall not exceed six feet, except where a larger gap is necessary for a driveway or sight area.
- d. A minimum of 60 percent of any shrubs used for screening shall be evergreen species. Shrubs shall be a minimum of 18 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening within three years of planting.

(6) Utility Service Areas

- a. Screening shall be accomplished in such a manner as to provide complete, opaque screening of the utility service area from the public right-of-way or residential zones, and to allow safe operation and access to the utility service area.
- b. All required screening shall be located outside the public right-of-way.
- c. Any plantings used for screening shall be locally adapted evergreen species that are a minimum of 24 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening of the utility service area within three years of planting.

(7) Stormwater Retention or Detention Ponds

Screening for a stormwater retention or detention pond shall, at a minimum, consist of:

- a. Evergreen shrubs that are expected to reach four feet in height within three years of planting, at a maximum spacing of five feet on center; and
- b. Trees, at least 50 percent of which are an evergreen species, at a maximum spacing of 25 feet on center.

AMENDING**Article 3: Zoning Districts****Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback**

Summary: Amending to remove front yard set-back for uses other than single/multi family.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-2: Mixed-Use District****(d) MU-2: Mixed-Use District****(1) Purpose**

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

**(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	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
1	Lot Width, min. (ft.)	75[1]/18[2]	50	75	50
2	Lot Depth, min. (ft.)	50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback (ft.)	Min.	15	0	
		Max.	15		
4	Side Yard Setback, min. (ft.)	[3]	5		
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	60			

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.

AMENDING**Article 4: Use Regulations****Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached**

Summary: Amending to permit single-family dwelling in NAC District.

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED			
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C									Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P			P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P				P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C									Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

AMENDING**Article 7: Nonconformities**

Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and

Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and

Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions

Summary: *Change basis for value from “fair market” to “taxable” and clarify non-conforming expansions may not extend into a required buffer.*

Sec. 17-7.6 Nonconforming Site Features

(a) General

- (1) This Section establishes a mechanism for increasing compliance of nonconforming site features with the standards in this Ordinance as part of the alteration or expansion of a structure on the site.
- (2) For purposes of this Article, the term “nonconforming site features” includes the following:
 - a. Nonconforming off-street parking (see Sec. 17-5.2);
 - b. Nonconforming landscaping (see Sec. 17-5.3); and
 - c. Nonconforming signs (see Sec. 17-5.10).
- (3) Notwithstanding any provision in this Section, any replacement of nonconforming outdoor advertising sign display surface area shall comply with Sec. 17-7.5(c), Replacement of Nonconforming Outdoor Advertising Signage.
- (4) An alteration, addition, or expansion of a building or structure in accordance with this section shall not increase the degree of nonconformity of a nonconforming site feature.

(b) Alterations of Buildings or Structures

- (1) If an application for a building permit is submitted for the alteration of a building or structure on a site that has one or more nonconforming site features, and if the cost of the proposed alteration, combined with all alterations of the same building or structure during the preceding five-year period, exceeds 25 percent of the recorded ~~fair-market~~ taxable value of the building or structure ~~at the beginning of the five-year period~~, the applicant shall bring the nonconforming site features into compliance in accordance with Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations.

(c) Additions and Expansions

- (1) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming signs, as a part of the expansion, the applicant shall bring all nonconforming signs on the site into full compliance with the sign standards in this Ordinance (see 0).
- (2) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming site features, other than nonconforming signs, and if the increase in gross floor area, combined with all expansions of the building during the preceding five-year period, exceeds 15 percent of the total gross floor area of the building at the beginning of the five-year period, the applicant shall bring the nonconforming site features, other than nonconforming signs, into compliance in accordance with Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions.

TABLE 17-7.6(C): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR EXPANSIONS		
EXTENT OF BUILDING EXPANSION	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE	
	Landscaping	Parking
Less than 15 percent increase in gross floor area [1]	None	
Increase in gross floor area of 15 percent or more but less than 25 percent [1]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance
Increase in gross floor area of 25 percent or more but less than 50 percent [1]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance, [2] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required	
Increase in gross floor area of 50 percent or more [1]	Full compliance with all parking and landscaping standards is required	
NOTES:		
[1] The increase in gross floor area consists of the gross floor area of the proposed expansion combined with the gross floor area of all expansions of the same building during the preceding five-year period. Gross floor area of an expansion shall be as shown on the building permit application. [2] For example, assume a site requires a Type B transitional buffer yard, but the current buffer yard has a width of 10 feet and includes 6 shrubs and 5 caliper inches per 100 linear feet. Assume the expansion results in a 30 percent increase in the gross floor area. A compliant Type B transitional buffer yard could have a width of 20 feet, if it included 40 shrubs and 14 caliper inches per 100 linear feet. For the transitional buffer yard standard, one combination of additional width and plantings that would meet the requirements of this section would be an increase in width of 6 feet (20 feet x 30 percent), 12 shrubs (40 x 30 percent) and 4 caliper inches (14 X 30 percent) per linear foot. The result would be a transitional buffer that is 16 feet wide and contains 18 shrubs and 9 caliper inches per 100 linear feet. [3] No structure shall be expanded into a transitional buffer yard.		

Article 7: Nonconformities**Sec. 17-7.6. -Nonconforming Site Features****(b) Alterations of Buildings or Structures**

TABLE 17-7.6(B): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR ALTERATIONS			
EXTENT OF ALTERATION OF BUILDING OR STRUCTURE	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE		
	Landscaping	Parking	Signs
Cost of the alteration is less than 25 percent of the value of the building or structure [1][2]	None		
Cost of the alteration is 25 percent or more but less than 50 percent of the value of the building or structure [1][2]	None	Minimum off- street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance	Full compliance with all sign standards is required
Cost of the alteration is 50 percent or more but less than 75 percent of the value of the building or structure [1][2]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance, [3] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required		Full compliance with all sign standards is required
Cost of the alteration is 75 percent or more of the value of the building or structure [1][2]	Full compliance with all parking, landscaping, and sign standards is required		
NOTES:			
[1] The cost of the alteration consists of the cost of the proposed alteration combined with the cost of all alterations of the same building or structure during the preceding five-year period. Costs shall be as shown on the building permit application and shall include the costs of materials and labor.			
[2] The value of the building or structure shall be the <u>fair market taxable</u> value of the building or structure at the beginning of the preceding five-year period.			
[3] For example, assume a site has 12 of 30 required parking spaces and the cost of remodeling is 50 percent of the value of the building. The number of additional parking spaces required would be determined by multiplying the total required (30 spaces) by 50 percent, or 15 spaces, bringing the number of parking spaces on the site to 27 (90 percent of the total required). If, instead of 12 spaces, the site initially had 20 spaces, only 10 additional parking spaces would be required, bringing the parking spaces on the site to 30 (100 percent of the total required).			

- (2) For purposes of this Subsection, the term “alteration of a building or structure” means any alteration, as defined in the Building Code, of a structure lawfully erected prior to August 30, 2021, excluding any reestablishment of a nonconforming structure in accordance with Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, and any repair (other than an addition), as defined in the Building Code.

AMENDING**Article 7: Nonconformities****Sec. 17-7.1 General (c) Determination of Nonconformity Status**

Summary: Clarify existing practice that the Zoning Administrator may issue a Certificate of Zoning compliance for certain non-conforming uses.

ARTICLE 7: NONCONFORMITIES

Sec. 17-7.1 General

(a) Purpose and Intent

- (1) Within the districts established by this Ordinance, there exist lots of record, structures, uses of land and structures, and signs, and other site features that were lawfully established before this Ordinance was adopted or amended, that now do not conform to the terms and requirements of this Ordinance. The purpose and intent of this Article is to regulate and limit the continued existence of those lots of record, structures, uses of land and structures, signs, and other site features that do not conform to the provisions of this Ordinance or any amendments thereto.
- (2) It is the intent of this Article to permit these nonconformities to continue until they are removed, but not to encourage their survival except under the limited circumstances established in this Article. It is the further intent of this article that nonconformities shall not be enlarged upon, expanded or extended, reconstructed to continue nonconformity after major damage, or used as grounds for adding other structures or uses prohibited elsewhere in the same district. The provisions of this Article are designed to curtail substantial investment in nonconformities to preserve the integrity of this Ordinance.

(b) Authority to Continue

Nonconformities are allowed to continue in accordance with the requirements of this Article.

(c) Determination of Nonconformity Status

In all cases, the burden of establishing that a nonconformity lawfully exists shall be on the owner of the land on which the purported nonconformity is located. The Zoning Administrator may issue a Certificate of Zoning Compliance upon acceptance of reasonable proof that the nonconformity was lawfully in existence at the time of the effective date of this ordinance and has not been vacant, abandoned, or discontinued for any period of 12 consecutive months within the last six years.

(d) Minor Repairs and Normal Maintenance

- (1) Nothing in this Ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part of a building declared to be unsafe by any official charged with protecting the public safety, upon order of such official. Minor repairs and normal maintenance that are required to keep nonconforming uses, structures, lots of record, signs, and other site features in a safe condition are permitted, provided the minor repair or maintenance does not extend, expand, or enlarge the nonconforming use, structure, lot of record, or sign. For the purposes of this Section, "minor repair or normal maintenance" shall mean:

AMENDING

Article 3: Zoning Districts

**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base
Zoning Districts (g) RAC: Regional Activity Center/Corridor
District (3) Intensity and Dimensional Standards; Side Yard
Setbacks**

Summary: Permit reduced minimum side yard setbacks

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(g) RAC: Regional Activity Center/Corridor District****(g) RAC: Regional Activity Center/Corridor District****(1) Purpose**

The purpose of the Regional Activity Center/Corridor (RAC) District is to provide lands that accommodate high- density, walkable, mixed-use development that serves the region. The district is primarily intended for commercial and mixed-use development, but high-intensity residential development is also appropriate.

Allowed uses include live/work and multi-family dwellings, mixed-use, offices, retail sales uses, commercial services, visitor accommodation, and vehicle sales and service uses.

**(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, min. (ft.)	5	
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	100	

Notes: ft. = feet sf. = square feet du. = dwelling unit

AMENDING

Article 4: Use Regulations

Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility, Indoor, Not Elsewhere Listed

Summary: *Add conditions for gyms that permit the dropping of weights to protect adjacent residential lots.*

- (ii) A variance from any of the provisions of this section, and the provisions of this subsection is prohibited.

4. Recreation Facility, Indoor, Not Elsewhere Listed

- (i) Health clubs or gyms that incorporate outdoor fitness and/or permit the dropping or slamming of weights shall be prohibited within 150 feet of residential zoning districts.

45. Sexually-Oriented Businesses

(i) Purpose

The purpose of this section is to regulate sexually-oriented businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually-oriented businesses. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually-oriented materials. Similarly, it is neither the intent nor effect of this section to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene material.

(ii) Findings and Rationale

- (a) The findings in Sec. 17-4.2(c)(3)d.5(ii)(b) below are based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the City Council, including the following, and on findings, interpretations, and narrowing constructions incorporated in the following:

- (a) The cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and,

- (b) The cases of *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *D.G. Restaurant, Inc. v. City of Myrtle Beach*, 953 F.2d 140 (4th Cir. 1991); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Independence News, Inc. v. City of Charlotte*, 568 F.3d 148 (4th Cir.

AMENDING

Article 4: Use Regulations

Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/ Entertainment Uses; Recreation facility, indoor, not elsewhere listed

Summary: Add conditions for gyms that permit the dropping of weights

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																																			
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL									S = ALLOWED AS SPECIAL EXCEPTION									BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards										
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC								
Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
	Contractor's office												P	P	P	P	P	P						P	P	P									
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P																	
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P					P										
	Body piercing or tattoo establishment										C	C	C	C			C	C					C			Sec. 17-4.2(c)(3)d.1									
	Dry cleaning pick-up								C	C	C	C	C	C		C	C	C	S	C			C	C	C	Sec. 17-4.2(c)(3)d.2									
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P			P	P											
	Nail salon									P	P	P	P	P		P	P	P		P					P										
	Non-depository personal credit institution													C		C	C	C					C	C		Sec. 17-4.2(c)(3)d.3									
	Repair of personal goods										P	P	P	P		P	P	P		P			P		P										
Recreation/ Entertainment Uses	Amusement park													P			P						P												
	Arena, stadium, or outdoor theater													P		P	P	P	P	P			P												
	Banquet hall											P	P	P		P	P	P		P					P										
	Performing arts center											P	P	P	S	P	P	P	P	P	P														
	Recreation facility, indoor, not elsewhere listed										CP	CP	CP	CP		CP	CP	CP		S	CP		C		S	Sec. 17-4.2(c)(3)d.4									
	Recreation facility, outdoor, not elsewhere listed									P	P	S	P	P		P	P	P		S	P				S										
	Sexually-oriented business																						S	S		Sec. 17-4.2(c)(3)d.5									

AMENDING**Article 2: Administration****Sec. 17-2.5 Application Specific Procedures and Decision Standards****(c) Zoning Map Amendment (3) Zoning Map Amendment
Procedure (b) Application Submission**

Summary: *Correct omission that prescribes conditions for rezoning requests.*

a. Pre-Application Conference

Required (see Sec. 17-2.4(b), Pre-Application Conference), except that a pre-application conference is not required for an application filed by a member of the City Council, the City Manager, the Director of Planning and Development Services, or the ZA.

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

1. An application may be submitted only by:

- (i)** A member of the City Council;
- (ii)** The City Manager;
- (iii)** The Director of Planning and Development Services;
- (iv)** The ZA;
- (v)** The ZA in accordance with a motion adopted by the City Council or the Planning Commission; or
- (vi)** The owner of the property that is the subject of the application or an authorized agent of the owner.

2. The property that is the subject of the application must have a minimum land area of at least two acres or must be extending an existing district boundary

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

- 1.** Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the proposed amendment without further awaiting the recommendations of the Planning Commission.
- 2.** The Planning Commission's recommendation shall address:
 - (i)** Whether the application complies with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards;

AMENDING**Article 9: Definitions and Rules of Measurement****Sec. 17-9.2 Rules of Measurement (a) Measurement (6)
Setbacks**

Summary: *Correct omission that permits a corner lot to have a reduced set-back on the side yard and prescribes through lots to have two front yard setbacks.*

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(a) Measurement

proposed on the lot by that portion of the net lot area allocated to the dwelling uses (and not allocated to nonresidential or non-dwelling uses).

(6) Setbacks

a. General

1. The area defined by a minimum setback is a required front, side, or rear yard (as appropriate). Allowable encroachments into required yards shall be ignored when measuring setbacks (see Sec. 17-9.2(b)(4), Allowable Encroachments into Required Yards).
2. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis taking into account any allowed reduction in accordance with Sec. 17-9.2(b)(2), Reduction of Minimum Setback Requirements to Block Face Average. Interior lots, corner lots, and through lots (see Figure 17-9.2(b)(6)b: Examples of Lot Types) are defined in Sec. 17-9.4, Definitions.

(a) In the case of corner lots, a front yard of the required depth shall be provided on the primary frontage. A second front yard of half the depth required generally for front yards in the district shall be provided on the other frontages.

(b) In the case of through lots, front yards of the required depth shall be provided on all frontages.

Figure 17-9.2(b)(6)b: Examples of Lot Types



AMENDING**Article 5: Development Standards**

Sec. 17-5.10(c)(5): Signs/Standards/Maintenance; and

Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs; and

Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall; and

Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs; and

Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs

Summary: Remove provision that conforming, vacant signs must be removed so they may remain in place and correcting the omission of the MU-1 and MU-2 districts.

or another light source, the actual change between sign copy shall be instantaneous.

2. Where copy changes by an automated process other than those processes listed above (e.g. rotating panels, slats, or discs), the actual change between sign copy shall be accomplished within two seconds or less.

(4) Substitution

The replacement of commercial content with noncommercial content on any permitted or exempt sign is expressly allowed.

(5) Maintenance

Failure to maintain a sign or sign support structure in accordance with the standards in this subsection is a violation of this Ordinance (see Article 8: Enforcement).

- a. All signs and/or sign support structures shall be maintained in sound structural condition.
- b. A sign and/or sign support structure shall not be allowed to deteriorate to a condition in which it is unsightly in appearance or to a condition in which it requires repairs or renovations in an amount which exceeds 75 percent of its current replacement cost. For the purpose of this subsection, the phrase "unsightly in appearance" shall include but not be limited to the following conditions:
 1. Sign copy or sign support structures that are cracked, bent, broken, tattered, torn, rotted, peeling, chipping, fading, rusting, or otherwise deteriorating, especially such that the sign copy is no longer legible;
 2. Vegetation that is growing upon or clinging to sign copy or sign support structures, except where such vegetation, especially upon sign support structures, is part of planned and maintained landscaping;
 3. Exposed lighting or other electrical systems often associated with internally illuminated signs.
- c. The following are prohibited and shall be removed:
 - ~~1. A display surface area that has not contained sign copy for any period of 12 consecutive months, and the associated sign support structure;~~
 - ~~2. 1~~ A non-conforming sign support structure that has not supported a display surface area for any period of 12 consecutive months; and
 - ~~3. 2~~ Sign copy that originally but no longer relates in its subject matter to products, accommodations, services, or activities sold on site. However, sign copy located upon a building within a design protection district or

Article 5: Development Standards

Sec. 17-5.10. Signs
(c) Standards

Article 5: Development Standards

Sec. 17-5.10. Signs
(c) Standards

upon a building that is a landmark structure may remain where staff to the DDRC issues a Certificate of Design Approval – Historic Districts and Landmarks, finding that the sign conforms to at least one of the

guidelines for retaining historic signs listed within "The Preservation of Historic Signs" Preservation Brief, issued by the National Park Service, U.S. Department of the Interior.

(6) Permanent Signs

a. General Standards for Permanent Signs

1. Maximum Total Display Surface Area

Unless otherwise expressly stated in this Section, the total maximum display surface area of all permanent signs shall be as listed in Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs, for the zoning district in which the lot is located.

TABLE 17-5.10(C)(6)A.1: TOTAL MAXIMUM DISPLAY SURFACE AREA OF PERMANENT SIGNS		
ZONING DISTRICT AND LOT CONFIGURATION		MAXIMUM DISPLAY SURFACE AREA
Any Residential base district		On each street frontage: 20 square feet [1]
O-I, NAC, <u>MU-1</u>	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 150 square feet plus one square foot for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
<u>MU-2</u> , GC, DAC, MC, CAC, RAC any Institutional and Campus district	Lot containing multiple establishments and multiple storefronts	For each storefront: two square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 300 square feet plus two square feet for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
Any Industrial district	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 500 square feet plus 1.5 square feet for each linear foot of building frontage of the principal building in excess of 500 feet that has a principal entrance
NOTES:		
[1] For each street frontage, an additional 20 square feet of display surface area is allowed for a sign containing changeable copy.		

2. Maximum Number of Signs

The maximum number of permanent signs permitted for each street frontage for each business located on a lot shall be as listed in Table 17-5.10(c)(6)a.2: Maximum Number of Signs Per Street Frontage.

TABLE 17-5.10(C)(6)A.2: MAXIMUM NUMBER OF PERMANENT SIGNS PER STREET FRONTAGE

ZONING DISTRICT	MAXIMUM TOTAL NUMBER OF SIGNS [3]	MAXIMUM NUMBER OF FREESTANDING SIGNS [3]
Any Residential base district	1 [4]	1 [4]
All other districts	3	1
NOTES: [1] Only one side of a double-faced sign shall be counted when computing the number of signs. [2] For each service bay of a service station, one sign not exceeding five square feet in area and located over the doorway that identifies the service provided shall not count toward the maximum total number of signs listed in this table. [3] For purposes of this standard, a single supporting structure that supports multiple freestanding signs is considered a single freestanding sign. [4] For each street frontage, one additional sign containing changeable copy is permitted.		

3. Wall Signs

(i) Maximum Display Surface Area for Wall Signs

The maximum display surface of all signs on any wall shall be as listed in Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall, for the zoning district in which the building or structure is located.

TABLE 17-5.10(C)(6)A.3: MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS PER WALL

ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS [1]
<u>MU-1, MU-2</u> , O-I, MC, NAC, CAC, RAC, any Institutional and Campus district	15 percent
GC, DAC, any Institutional and Campus district, any Industrial district	20 percent
NOTES: [1] The percentages listed are the total display surface area of all signs attached to any wall as a percentage of the area of the wall.	

(ii) Location

Wall signs may be located anywhere on any wall of a building, provided, in any Residential base zoning district, wall signs shall not project above the roofline of the building.

4. Freestanding Signs

(i) Maximum Height

The maximum height of a freestanding sign and its supporting structure shall be as listed in Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs, for the zoning district in which the

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

sign is located.

TABLE 17-5.10(C)(6)A.4.I: MAXIMUM HEIGHT FOR FREESTANDING SIGNS	
ZONING DISTRICT	MAXIMUM HEIGHT
Any Residential base district	4 feet if located within front yard 6 feet if located outside front yard
O-I, MC, NAC, CAC, <u>MU-1, MU-2</u>	15 feet
GC, DAC, RAC, any Institutional and Campus district	20 feet
Any Industrial district	35 feet

(ii) Maximum Display Surface Area for Freestanding Signs

The maximum display surface of a freestanding sign shall be as listed in Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs, for the zoning district in which the sign is located.

TABLE 17-5.10(C)(6)A.4.II: MAXIMUM DISPLAY SURFACE AREA FOR FREESTANDING SIGNS	
ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR ANY SIGN
O-I, NAC, <u>MU-1, MU-2</u>	75 square feet
GC, DAC, MC, CAC, RAC, any Institutional and Campus district	100 square feet
Any Industrial district	150 square feet

(iii) Location

- (a) No part of any freestanding sign or its supporting structure shall extend beyond a property line of the lot on which it is located.

5. Projecting Signs

(i) Prohibited in Residential Districts

Projecting signs are prohibited in the Residential base zoning districts.

(ii) Maximum Height

A projecting sign shall not project more than 20 feet above the highest point of the roof of the structure to which it is attached.

(iii) Projecting Over Right-of-Way

Projecting signs may project over public rights-of-way only where front yards are less than five feet in depth, subject to the following standards:

- (a) The sign shall not extend more than the lesser of two-thirds of the distance between the building and the curblane, or the

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

nearest edge of the street surface; and

AMENDING**Article 2: Administration****Sec. 17-2.2. Summary Table of Development Review
Responsibilities, Bailey Bill**

Summary: Correcting omission of Bailey Bill

Article 2: Administration**Sec. 17-2.2. Summary Table of Development Review Responsibilities****(d) Approved Applications**

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
	D = DECISION	R = RECOMMENDATION	A = APPEAL	<> = PUBLIC HEARING					
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
DISCRETIONARY APPROVALS									
Text Amendment	<D>	R				R			
Zoning Map Amendment	<D>	R			R[1]	R			
Planned Development	<D>	R				R			
Special Exception Permit			<D>						
Development Agreement	<D>	<R>							
HISTORIC PROPERTIES AND ARCHITECTURAL REVIEW									
Certificate of Design Approval – Historic Districts and Landmarks									
Minor					<A>	D			
Major					<D>	R			
Certificate of Design Approval – Design Districts									
Minor					<A>	D			
Major					<D>	R			
<u>Bailey Bill</u>					<D>				
LAND DEVELOPMENT									
Site Plan									
Minor		A					D		R
Major		D							R
Subdivision									
Minor Subdivision – Final Plat		A					D		
Major Subdivision									
Sketch Plan		A					D		
Preliminary Plat		D					R		R
Final Plat		A						D	
Street or Road Name Change		<D>					R		
PERMITS									
Conditional Use Permit			<A>			D			
Tree Removal Permit			<A>			D			
Forestry Permit			<A>			D			
Sign Permit			<A>			D			
Temporary Use Permit			<A>			D			
Zoning Permit			<A>			D			
RELIEF									
Administrative Adjustment			<A>			D			

ORDINANCE NO.: 2021-087

Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17-2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec 17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(l)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5)and 17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c); and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmarks

BE IT ORDAINED by the Mayor and Council this ___ day of November, 2021, that The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration Sec. 17-2.2. Summary Table of Development Review Responsibilities, Bailey Bill; Article 2: Administration Sec. 17-2.5 Application Specific Procedures and Decision Standards (c) Zoning Map Amendment (3) Zoning Map Amendment Procedure (b) Application Submission; Article 2: Administration, Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks; Article 2: Administration, Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (g) RAC: Regional Activity Center/Corridor District (3) Intensity and Dimensional Standards; Side Yard Setbacks; Article 4: Use Regulations, Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached; Article 4: Use Regulations, Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/ Entertainment Uses; Recreation facility, indoor, not elsewhere listed; Article 4: Use Regulations, Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility. Indoor, Not Elsewhere Listed; Article 4: Use Regulations, Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; Article 4: Use Regulations, Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; Article 4: Use Regulations, Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific Accessory Uses and Structures (6) Home Occupation; Article 5: Development Standards, Table17-5.2(l)(1) B: Bicycle Parking Standards in The MU-1, MU-2, DAC, NAC, CAC, RAC, and MC DISTRICTS; Article 5: Development Standards, Sec. 17-5.3. Landscaping (b) Applicability; Article 5: Development Standards, Sec. 17-5.3 Landscaping (i) Screening (5) Display; and, Sec. 17-5.4 Tree Protection (f) Tree Protection During Construction; Article 5: Development Standards, Sec. 17-5.10. Signs, (c) Standards; Article 5: Development Standards, Sec. 17-5.11. Green Building Standards (d) Green Building Standards, Table 17-5.11(D)(4): Green Building Point System; Vegetation; Article 7: Nonconformities, Sec. 17-7.1 General (c) Determination of Nonconformity Status; Article 7: Nonconformities, Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions; Article 9: Definitions and Rules of Measurement Sec. 17-9.2 Rules of Measurement (a) Measurement (6) Setbacks; Article 9: Definitions and Rules of Measurement Sec. 17-9.4. Definitions (Multiple); Appendix C: Type 3 Landmarks; Table C: Type 3 Landmarks are amended as follows:

Article 2: Administration

Sec. 17-2.2(d) Table 17-2.2: Summary Table of Development Review Responsibilities; and

Sec. 17-2.5 Application Specific Procedures and Decision Standards (c) Zoning Map Amendment (3) Zoning Map Amendment Procedure (b) Application Submission; and

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks; and

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created; all as attached.

Article 3: Zoning Districts

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback; and

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks; and

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached; and

Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/Entertainment Uses; Recreation facility, indoor, not elsewhere listed; and

Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility, Indoor, Not Elsewhere Listed; and

Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; and

Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific Accessory Uses and Structures (6) Home Occupation; all as attached.

Article 5: Development Standards

Table 17-5.2(I)(1)B: Bicycle Parking Standards in the MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC Districts, as attached; and

Sec. 17-5.3(b)(5)b – Landscaping/Applicability/Columbia Landscaping and Tree Fund; and

Sec. 17-5.3(c)(1)c – Landscaping/General Landscaping Standards/Installation of Required Landscaping; and

Sec. 17-5.3(c)(3)a – Landscaping/General Landscaping Standards/Species; and

Sec. 17-5.3(c)(11)d – Landscaping/General Landscaping Standards/Maintenance of Landscape Areas/Protection During Operations; and

Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type; and

Sec. 17-5.3(d)(7)b: Landscaping/Transitional Buffer Yards/Planting and Materials Standards/Trees; and

Sec. 17-5.3(e)(6): Landscaping/Street Protective Yards/Minimum Plantings; and

Sec. 17-5.3(f)(2): Landscaping/Vehicular Surface Areas/Applicability; and

Sec. 17-5.3(f)(4)a: Landscaping/Vehicular Surface Areas/Interior Planting Areas/Size; and

Sec. 17-5.3(f)(6)b: Landscaping/Vehicular Surface Areas/Planted Medians/Size; and

Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees; and

Sec. 17-5.3(h)(5): Landscaping/Site Tree Density/Credit for Remaining Trees; and

Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site; and

Sec. 17-5.3(i)(5): Landscaping/Screening/Display Areas; and

Sec. 17-5.3 Landscaping (i) Screening (5) Display; and

Sec. 17-5.4 Tree Protection (f) Tree Protection During Construction; and

Sec. 17-5.10(c)(5): Signs/Standards/Maintenance; and

Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs; and

Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall; and

Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs; and

Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs; and

Sec. 17-5.11. Green Building Standards (d) Green Building Standards; and

Article 7: Nonconformities

Sec. 17-7.1: General (c) Determination of Nonconformity Status; and

Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and

Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and

Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions; all as attached.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2 Rules of Measurement (a) Measurement (6) Setbacks; and

Sec. 17-9.4. Definitions (Multiple); all as attached.

Appendix C: Type 3 Landmarks

Table C: Type 3 Landmarks as attached.

A copy of the proposed amendments to " The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplantogether.org>.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

Major Amendment to a Planned Development Case Summary S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52

Council District: 1

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

Applicant: Philip Reames, Great Southern Homes

Staff Recommendation: Approval

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

ZPH, 1st Reading: 11/09/2021; Pending

2nd Reading: 12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 14.4 acres
Current Use: Vacant land
Proposed Use: Single Family Residential
Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current Zoning: Planned Development (PD)
Proposed Zoning: Planned Development (PD)

APPLICATION REQUEST

The applicant is requesting a Major Amendment to the Harbison Planned Development (PD) District to develop a 14.4 acre tract of land on the corner of Piney Woods Road and Broad River Road. This request will amend the land use of the parcels on the Harbison General Land Use Development Plan from “Unassigned Reserved” to “Res:12-18 DUA – RG2”. The development will consist of 74 townhome units with 4.29 acres of open space.

All other characteristics of the PUD and any applicable amendments will remain unchanged and any applicable city development codes shall apply.

PLANS, POLICIES, AND LAND USE

Columbia Compass: Envision 2036: Comprehensive Plan Land Use Classification

The subject property is currently designated 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 and 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 current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Development (PD). The abutting properties in the City of Columbia are zoned Transitional/Conservation District (T/C) to the East. The abutting properties in unincorporated Richland County are zoned PDD to the North, East, South, and West.

The proposed zoning district is Planned Development (PD).

Planned Development District (PD)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development

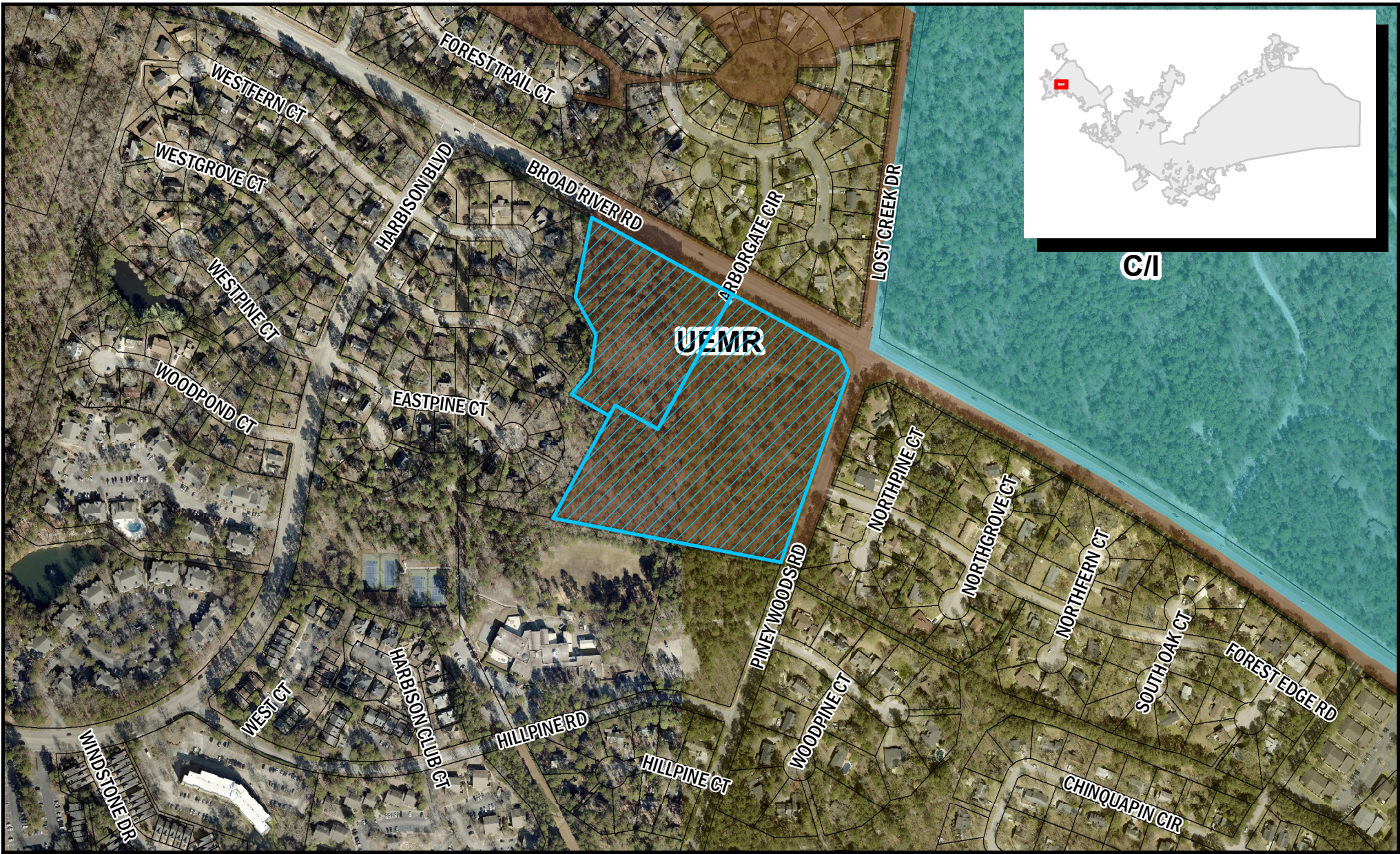
STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to the Planned Development.



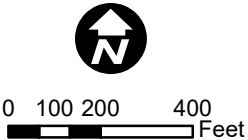
Future Land Use Map

S/S Broad River Road, TMS# 05013-01-01 and 05013-01-02
Current FLU: UEMR



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 9/16/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

S/S Broad River Road, TMS# 05013-01-01 and 05009-02-52

33.a

Proposed Zoning: Major Amendment to a Planned Development (PD)



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy

Date: 9/16/2021



We Are Columbia



0 60 120 240
Feet

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Packet Pg. 496

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-075

Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1300 block of Barnwell Street adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01, for the installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width three hundred eighty-one (381') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

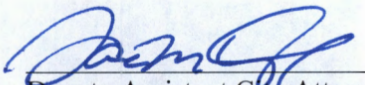
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-075**



**1300 BLOCK OF BARNWELL STREET
ADJACENT TO 1307 BARNWELL STREET
SIDEWALK**

Subject Property:	Right-of-way adjacent to 1307 Barnwell Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a sidewalk
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width three hundred eighty-one (381') feet in length, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.

Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.

Tuesday, August 3, 2021



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There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department. A bond in the amount of \$ 0.00 shall be posted with the City Treasurer prior to commencement of work authorized herein.

GENERAL SPECIFICATIONS

1. NOTICE PRIOR TO STARTING WORK: Before starting the work contemplated herein within the limits of the street right-of-way, City Engineer shall be notified sufficiently in advance so that he or his representative may be present while work is under way.
2. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the City of Columbia.
3. PROTECTION OF STREET TRAFFIC: Adequate provisions shall be made for the protection of the traffic at all times. Necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the traffic. The permittee agrees to observe all rules and regulations of the State, County, and City while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
4. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the street. All work shall be subject to the supervision and satisfaction of the Engineering Department.
5. FUTURE MOVING OF ENCROACHMENT: If, in the opinion of the City, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of change in location of the street, widening of the street, or for any other sufficient reason, such moving or removing shall be done on demand of the City of Columbia at the expense of the permittee.
6. RESTORATION OF STREET FACILITIES UPON MOVING OR REMOVING OF ENCROACHMENT: If, and when, the encroachment contemplated herein shall be moved or removed, either on the demand of the City or at the option of the permittee, the street and facilities shall immediately be restored to their original condition at the expense of the permittee.
7. COSTS: All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the permittee.
8. PERMITTEE: The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, successors and assigns.
9. PERMISSION OF ABUTTING PROPERTY OWNERS: It is distinctly understood that this permit does not in any wise grant or release any rights lawfully possessed by the abutting property owners. Any such right necessary shall be secured from said abutting property owners by the permittee.
10. PIPES, CONDUITS, ETC.: All piping placed within the paved area, both parallel and/or perpendicular to paving, shall be installed in accordance with Ordinance of City Council Relating to Installation of Utility Lines in City Streets.
 - a. Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. No pavement shall be cut unless specifically authorized herein.
 - b. Tunnelling shall not be permitted except on major work and as may be specifically authorized herein.
 - c. No excavation shall be made nearer than three feet to the edge of the pavement on any hard surfaced road unless specifically authorized herein and all trenches or tunnels within the limits of the street right-of-way shall be backfilled, and thoroughly tamped in layers not greater than six inches in thickness.
 - d. The section of pipe, of service and other small pipes, under the street pavement and within a distance of two feet on either side shall be continuous and without joints.
 - e. Unless specifically authorized herein all pipes and conduits under the street shall be placed at approximately right angles to the center line of the street and at least two feet below the surface of the street.
 - f. Pipes and utilities paralleling the street shall be located at a distance beyond the edge of the street surfacing and at a depth as specifically stipulated herein.



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
APPLICATION FOR ENCROACHMENT PERMIT

PERMIT #
DATE:

Name of Applicant: University of South Carolina (c/o Pete Fisher)
Email Address of Applicant: PFisher@email.sc.edu
Telephone Number of Applicant: (803) 777-9675
Mailing Address of Applicant: 1300 Pickens Street, Columbia, SC 29208

Project Reference: Barnwell Lot Sidewalk Addition

The undersigned applicant hereby applies to the City of Columbia for permit for encroachment on Street Right-of-way as shown by sketch plan below. (Include description of work and method of execution proposed; attach additional sheets if necessary.)

SKETCH PLAN

The University of South Carolina is proposing the addition of sidewalk along the front of the Barnwell Lot. This will connect the bus stop to the existing sidewalk on Barnwell Street towards Gervais Street. The Barnwell Lot is located on Barnwell St, between Washington Street & Gervais Street in Columbia, SC 29201.

See Included Site Plan for Details

Peter L. Fisher

Signature of Applicant

ENCROACHMENT PERMIT

In compliance with your request and subject to all the provisions, terms, conditions and restrictions written herein, including Ordinance of City Council defining the Privileges of Use of Streets, and Ordinance Relating to Installation of Utility Lines in City Streets, and in accordance with regulations and specifications of the City of Columbia, you are Hereby Authorized and Permitted to:

APPROVED BY

DATE

This permit shall not become operative until a written acceptance of same by permittee shall have been received by the City of Columbia and further shall become null and void unless the work contemplated herein shall have been completed prior to: _____.

The undersigned permittee accepts the permit herein granted and agrees to comply with all the provisions, terms, conditions and restrictions set out herein. The undersigned permittee does hereby further agree to assume, hold harmless and fully indemnify the City of Columbia from and against any claims, demands, actions, liens, judgments or any other liability of any nature whatsoever arising from, as a result of or caused by the installation, construction, maintenance, use, moving or removing the encroachment permitted herein or by reason of the past, present or future existence of the said encroachment by any person or entity, including but not limited to any act or failure to act or carelessness or negligence by the City of Columbia or its employees. These obligations are binding upon the undersigned permittee and the permittee's heirs, successors and assigns as the case may be and shall survive the expiration of the encroachment permit, if any.

SPECIAL PROVISIONS

(In case of conflict between Special Provisions and General Specifications, Special Provisions shall govern.)

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SITE IMPROVEMENTS FOR
BARNWELL LOT
SIDEWALK ADDITION
LOCATED IN COLUMBIA, SC

PREPARED FOR
UNIVERSITY OF SOUTH CAROLINA

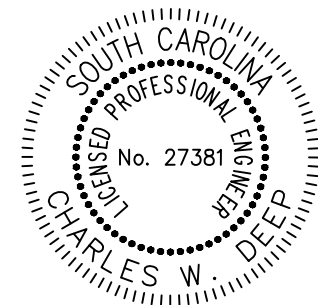
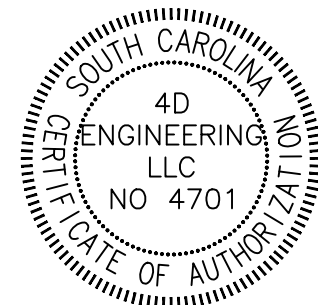
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REVISIONS		
#	DESCRIPTION	DATE

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PROJECT
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

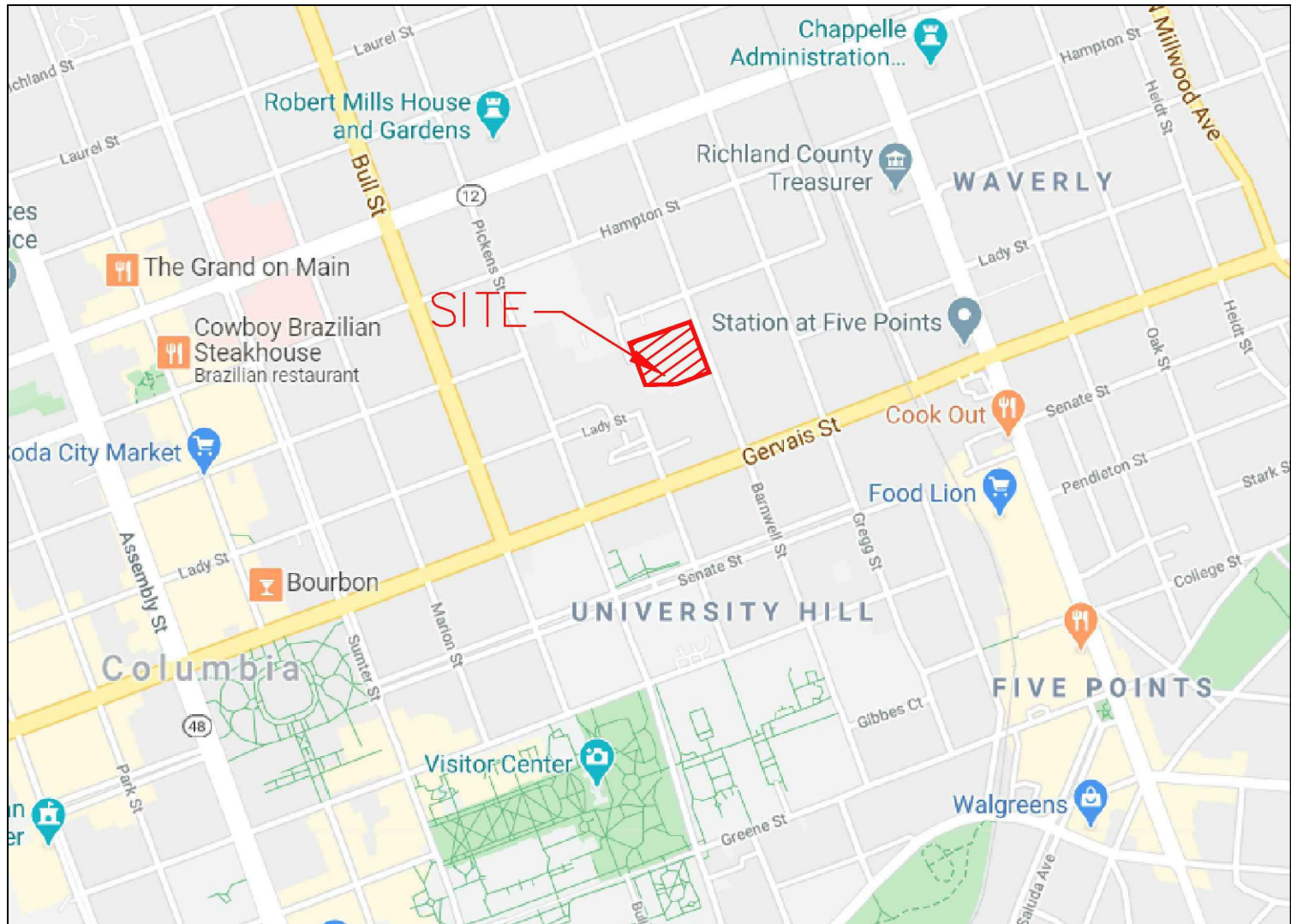
SCALE: NTS

PROJ NO: 20020

C0

JULY 27, 2021

LOCATION MAP



SCALE: 1"=1,000'

DRAWING INDEX

- C0 - COVER
- C1 - EXISTING CONDITIONS & DEMOLITION PLAN
- C2 - SITE LAYOUT PLAN
- C3 - GRADING & STORM DRAINAGE PLAN
- C4 - CONSTRUCTION DETAILS

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 1-888-721-7877
Palmetto Utility Protection Service

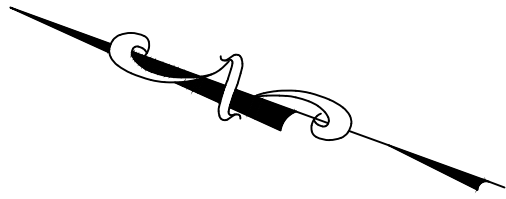
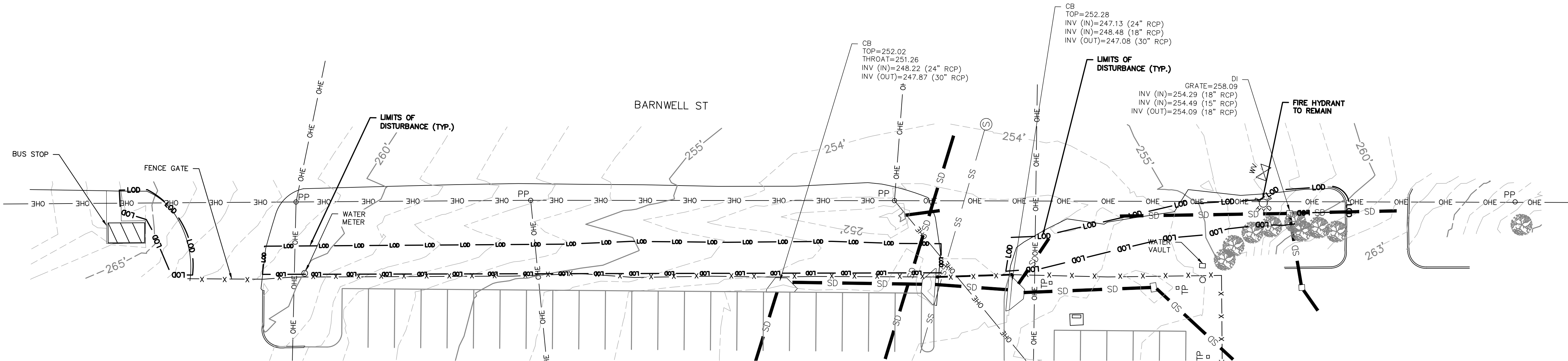
OWNER/DEVELOPER:
UNIVERSITY OF SOUTH CAROLINA
1300 PICKENS STREET
COLUMBIA, SC 29208
(803) 777-9675
PFISHER@EMAIL.SC.EDU

ENGINEER:
4D ENGINEERING LLC
603 S LAKE DRIVE
LEXINGTON, SC 29072
(803) 356-0909
4DENG.R@4DENG.R.COM

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SITE INFORMATION:

- 1. DISTURBED AREA: 0.09 ACRES

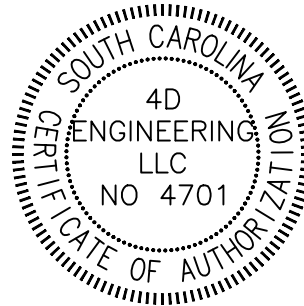


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REVISIONS

#	DESCRIPTION	DATE

SHEET
EXISTING CONDITIONS &
DEMOLITION PLAN

PROJECT
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

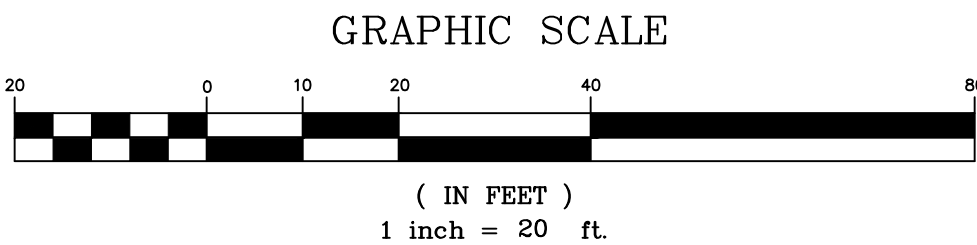
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PROJ NO: 20020

C1

JULY 27, 2021

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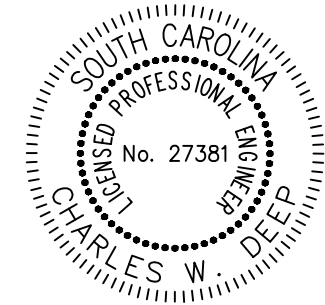
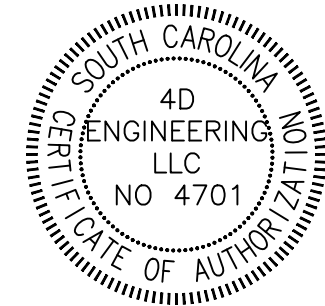
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REVISIONS		
#	DESCRIPTION	DATE

SHEET

SITE LAYOUT PLAN

PROJECT

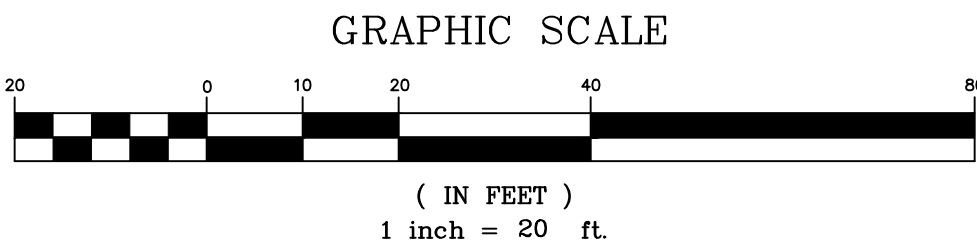
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

SCALE: 1"=20'

PROJ NO: 20020

C2

JULY 27, 2021

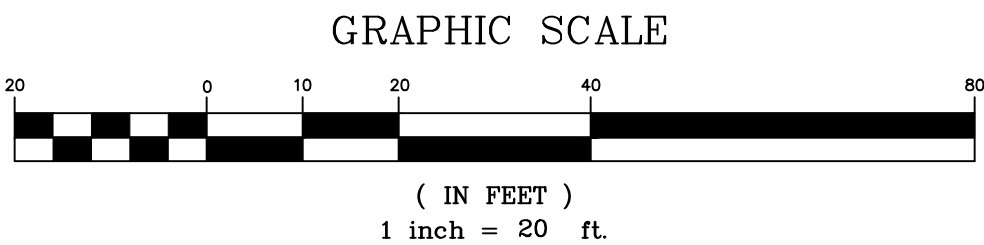
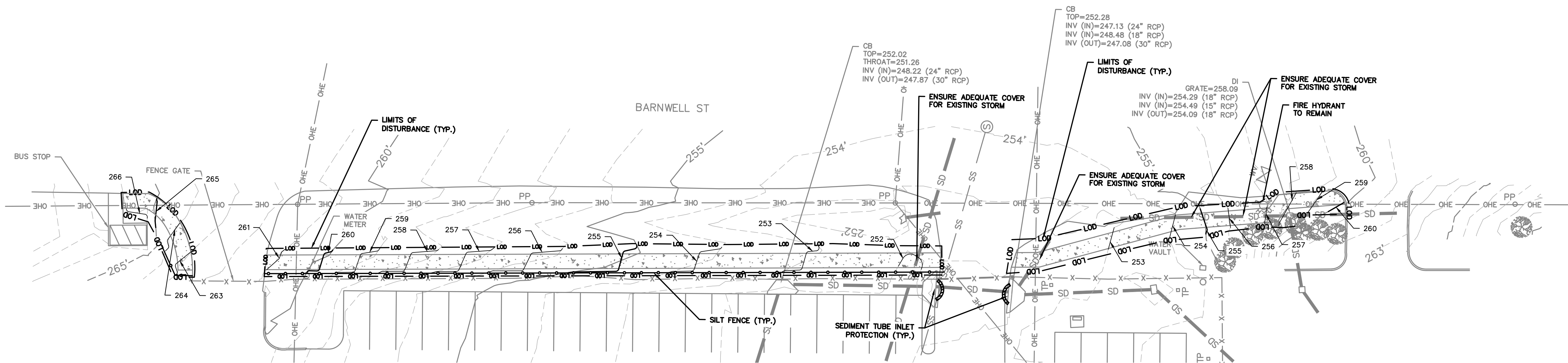


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Palmetto Utility Protection Service

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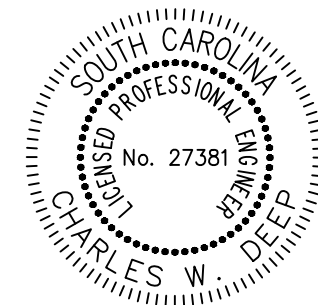
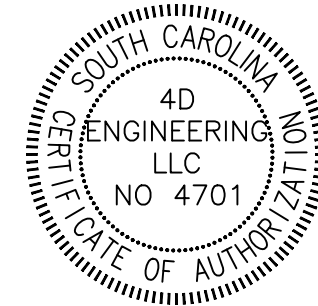
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SOUTH CAROLINA
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CIVIL ENGINEERING



REVISIONS

#	DESCRIPTION	DATE

SHEET

GRADING & STORM
DRAINAGE PLAN

PROJECT

BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

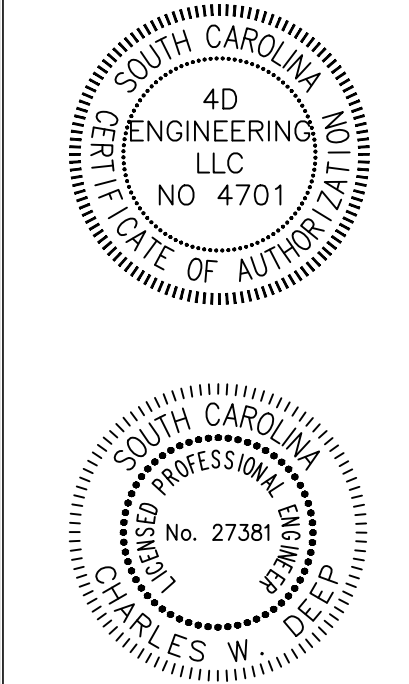
SCALE: 1"=20'

PROJ NO: 20020

C3

JULY 27, 2021

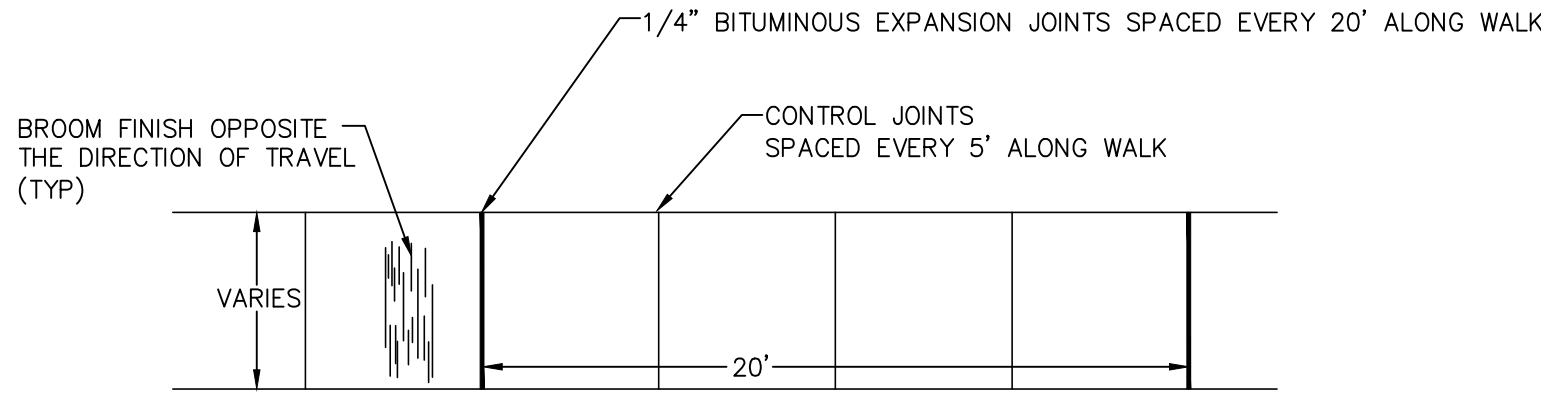
THIS DRAWING IS THE PROPERTY OF 4D ENGINEERING LLC. AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE ACTUAL PROJECT SITE IDENTIFIED.



REVISIONS		
#	DESCRIPTION	DATE

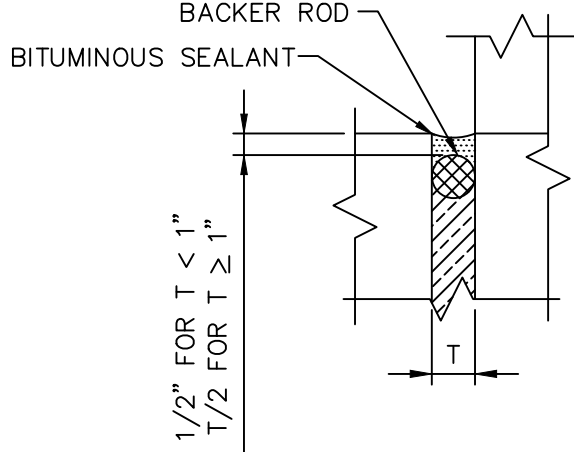
SHEET
CONSTRUCTION DETAILS

PROJECT
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC



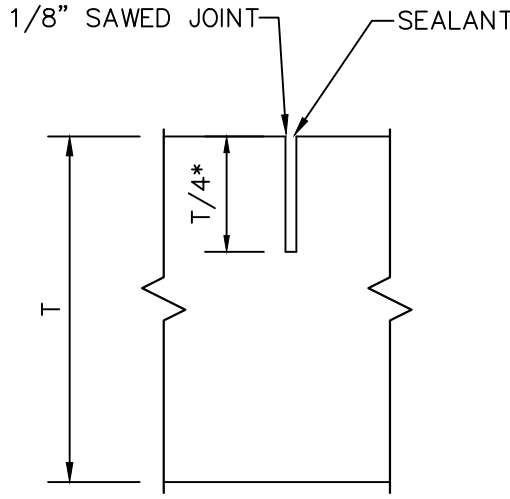
- NOTES:
1. SLOPE SIDEWALKS AWAY FROM BUILDINGS AT 2% MAX CROSS SLOPE. MAXIMUM SLOPE ALONG SIDEWALK IS 5%.
 2. PROVIDE 1/4" BITUMINOUS EXPANSION JOINTS BETWEEN EXISTING SIDEWALK.
 3. DOUBLE SIZE OF EXPANSION JOINT WHEN ADJACENT TO A STRUCTURE.
 4. SEE EXPANSION AND CONTROL JOINT DETAILS FOR ADDITIONAL REQUIREMENTS.

SIDEWALK FINISHING DETAIL
NOT TO SCALE



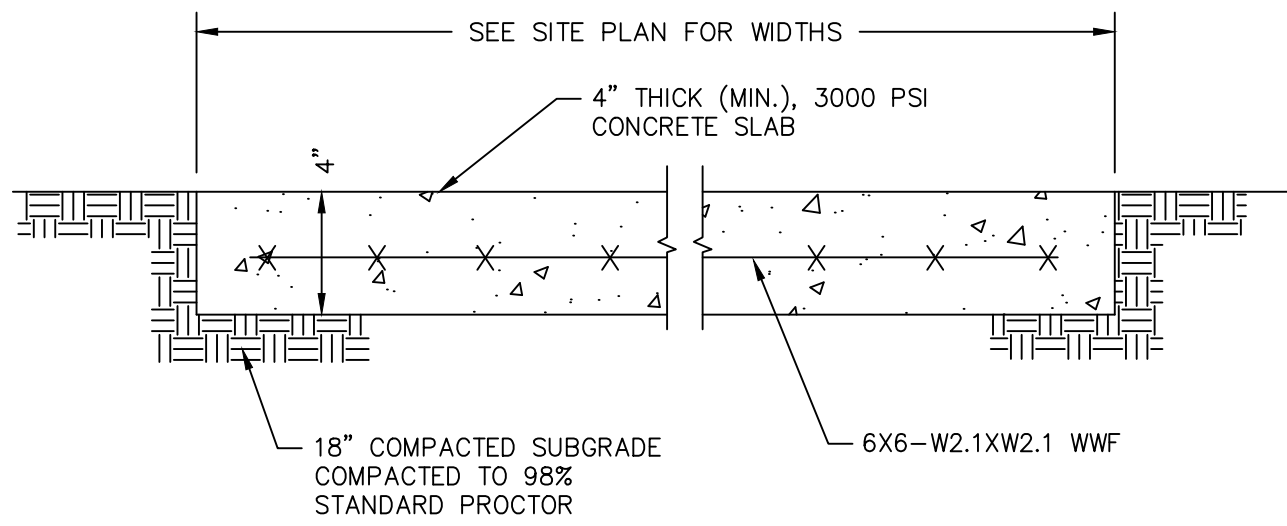
- NOTES:
1. PROVIDE 1/4" BITUMINOUS EXPANSION JOINTS AS REQUIRED OR AS SHOWN ON PLANS AND 1/2" BITUMINOUS EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE PAVEMENT IS ADJACENT TO BUILDING SLAB.

EXPANSION JOINT DETAIL
NOT TO SCALE



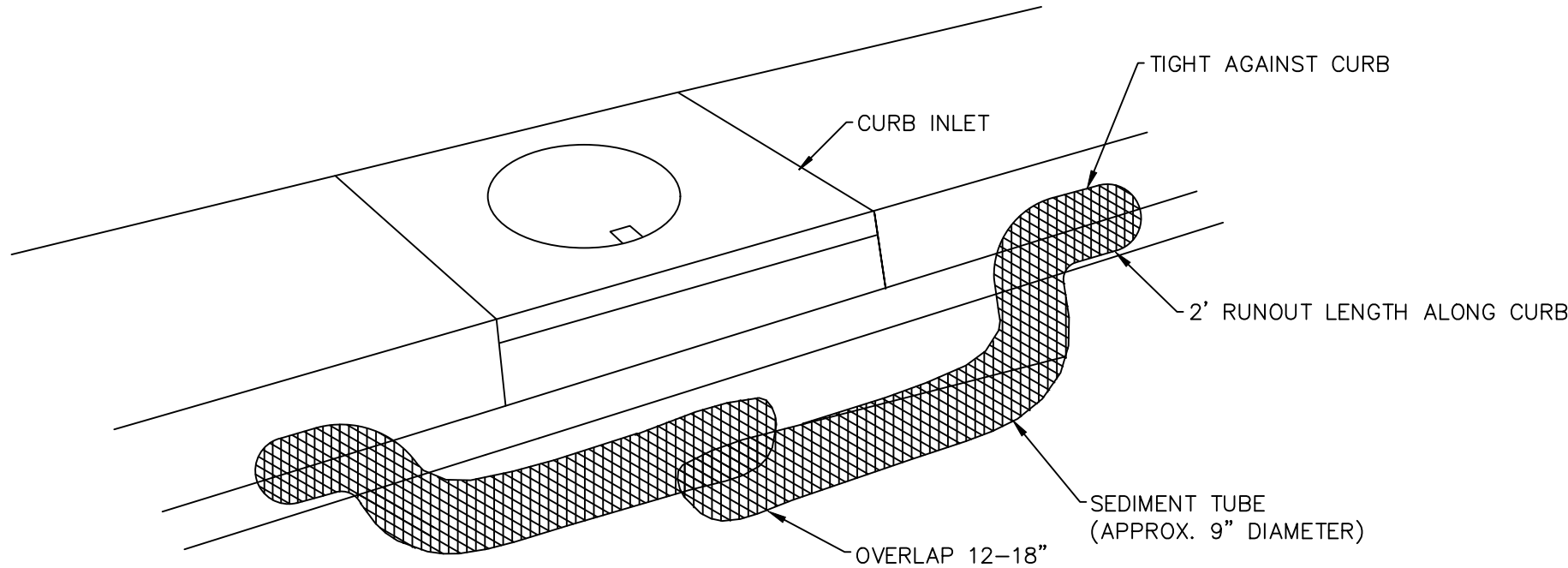
- NOTES:
1. JOINTS SHALL BE EVERY 5' IN BOTH DIRECTIONS.
 2. MINIMUM JOINT DEPTH = 1"

CONTROL JOINT DETAIL
NOT TO SCALE



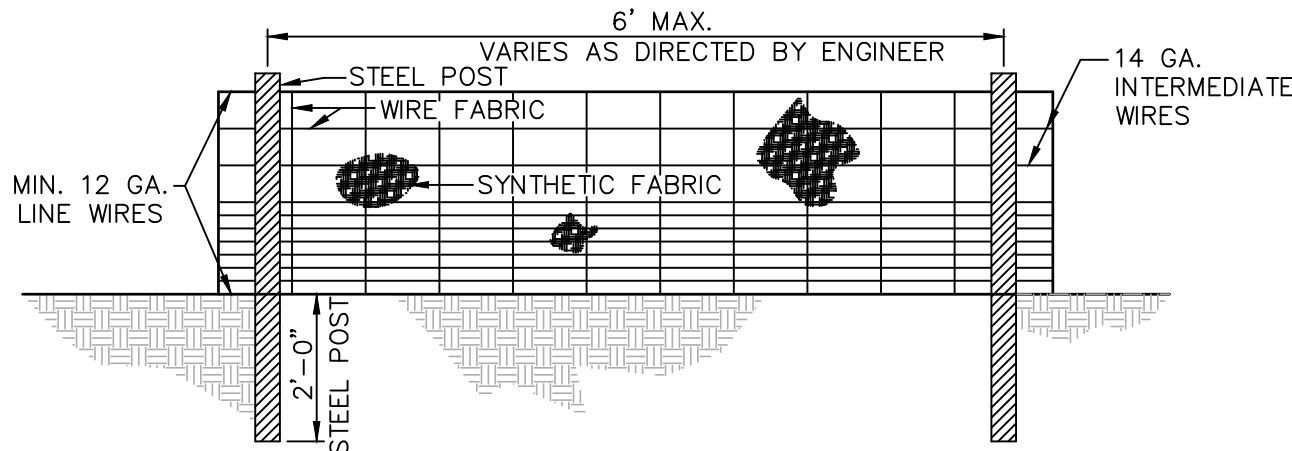
- NOTE:
1. THICKEN CONCRETE SECTION TO 6" THICK FOR THE LAST 8" WHERE CONCRETE IS ADJACENT TO CURB LINE, BUILDING, OR EDGE OF PAVEMENT.

CONCRETE SIDEWALK SECTION
NOT TO SCALE



- NOTES:
1. APPROVED SEDIMENT TUBES ARE 'TERRA TUBES' AND 'EROSION EEL'. CONTRACTOR SHALL SUBMIT ANY OTHER SEDIMENT TUBES TO ENGINEER FOR APPROVAL BEFORE USE.
 2. PLACE AN ADEQUATE NUMBER OF SEDIMENT TUBES AROUND AN INLET TO PROVIDE COMPLETE PROTECTION. LEAVE APPROXIMATELY 3"-6" BETWEEN THE SEDIMENT TUBE AND THE INLET OR GRATE.
 3. ENDS SHOULD OVERLAP 12-18 INCHES. SIDES SHOULD BE PRESSED TIGHTLY TO CURB.
 4. USE SMALL ROCK BAGS TO HOLD TUBES IN PLACE IN PAVED AREAS. USE WOOD STAKES TO SECURE TUBES IN PLACE IN UNPAVED AREAS.
 5. INSPECT INLET PROTECTION DEVICE BEFORE AND AFTER RAIN EVENTS, AND WEEKLY THROUGHOUT THE RAINY SEASON. DURING EXTENDED RAIN EVENTS, INSPECT AT LEAST ONCE EVERY 24 HOURS.
 6. REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND DEBRIS TO ALLOW FOR PROPER FUNCTION OF DEVICE.
 7. COMPLY WITH ALL MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS.

SEDIMENT TUBE INLET PROTECTION DETAIL
NOT TO SCALE



- ELEVATION
- NOTES:
1. FENCE FABRIC SHALL BE A MINIMUM OF 24" IN WIDTH ABOVE GRADE AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 2. SYNTHETIC FABRIC SHALL BE FROM THE SCDOT APPROVED LIST OF MATERIALS.
 3. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
 4. CONTRACTOR SHALL PERFORM INSPECTION AND MAINTENANCE OF SILT FENCES WEEKLY AND FOLLOWING ALL SIGNIFICANT RAINFALL EVENTS, INSURING FENCES ARE ERECT AND CLEAR, AND REPLACING ALL TORN FENCING.
 5. SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT ACCUMULATION REACHES 1/3 THE HEIGHT OF THE FENCE.
 6. FOR DOUBLE ROW SILT FENCE SPACE ADJACENT FENCES 3 FT. APART SO THAT SEDIMENT CAN BE REMOVED FROM BETWEEN THE FENCES.

SILT FENCE WITH WIRE FABRIC DETAIL
NOT TO SCALE

ORDINANCE NO.: 2021-076

Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06

WHEREAS, Columbia Student Property Owner, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1400 block of Assembly Street and the 1000 block of Washington Street adjacent to 1401 Assembly Street, Richland County TMS#09013-03-06, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width four hundred fifty-six (456') feet in length, six (6) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping, and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. The six on-street parking spaces located in the Washington Street right-of-way are public spaces and may be metered.

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

Requested by:

Assistant City Manager Gentry

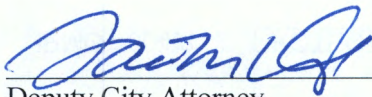
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-076**



**1400 BLOCK OF ASSEMBLY STREET, 1000 BLOCK OF WASHINGTON STREET
ADJACENT TO 1401 ASSEMBLY STREET
SIDEWALKS, LANDSCAPING, IRRIGATION, AND PARKING**

Subject Property:	Right-of-way adjacent to 1401 Assembly Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, irrigation and parking.
Applicant:	Columbia Student Property Owner, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width four hundred fifty-six (456') feet in length, six (6) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping, and irrigation , as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. The six on-street parking spaces located in the Washington Street right-of-way are public spaces and may be metered.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.

Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

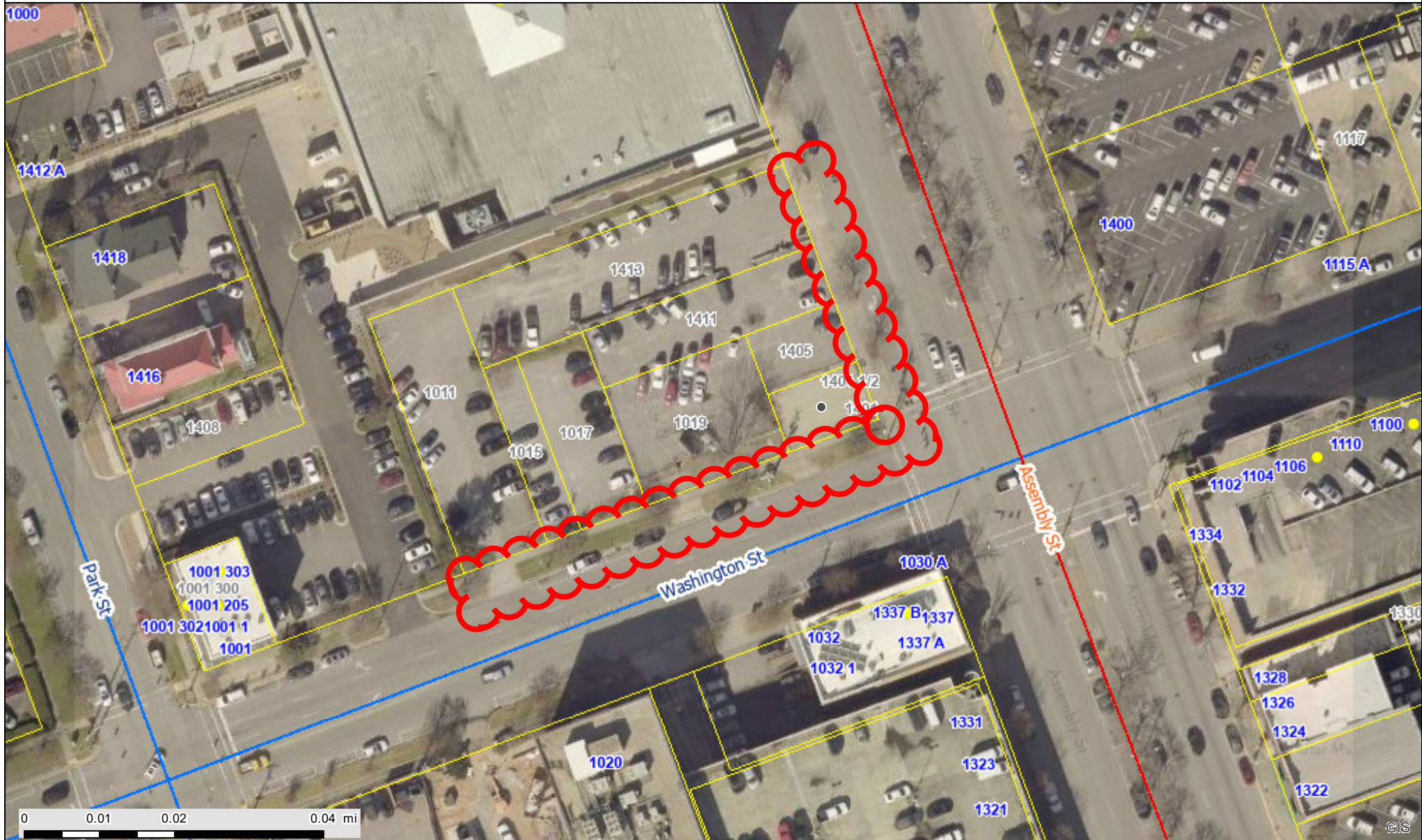
City of Columbia

The edge encroachment

35.b



Friday, June 4, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 513

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

35.b

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 6/3/2021 Property Owner: CRG Acquisition LLC
 Applicant's Name if different from Property Owner: Same
 Contact Information: Telephone Number: (312)216-5688 Fax Number: _____
 Mailing address: 1401 Assembly St. E-mail address: smithjj@realcrg.com
 Business Name/Development Name for Encroachment: _____

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

Dimensions (height/width/length): 27'X19' concrete driveway access.
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

Construction material: heavy and light duty concrete, asphalt, Landscaping.

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

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

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

Name/Title: _____
 Date: _____

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

Name/Title: _____
 Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014



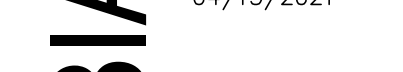
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THE ART & SCIENCE OF BUILDING

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ST. LOUIS, MISSOURI 63114
Ph 314.429.5100 Fx 314.429.3137

2199 INNERBELT BUSINESS CENTER DRIV
ST. LOUIS, MISSOURI 6311
Ph 314.429.10

2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph 314 478 1000



1401 ASSEMBLY STREET COLUMBIA, SOUTH CAROLINA 29201

1401 ASSEMBLY STREET COLUMBIA, SOUTH CAROLINA 29201

2	DRAWING ISSUE	
	DESCRIPTION	DATE
	EXHIBIT	06-03-2021
1	BUILDING MAP	
	DRAWING TITLE COVER	
	DRAWING NO. C0.0	
	Job #	19.0183

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cc

Job #	19.0183
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Packet Pg. 5

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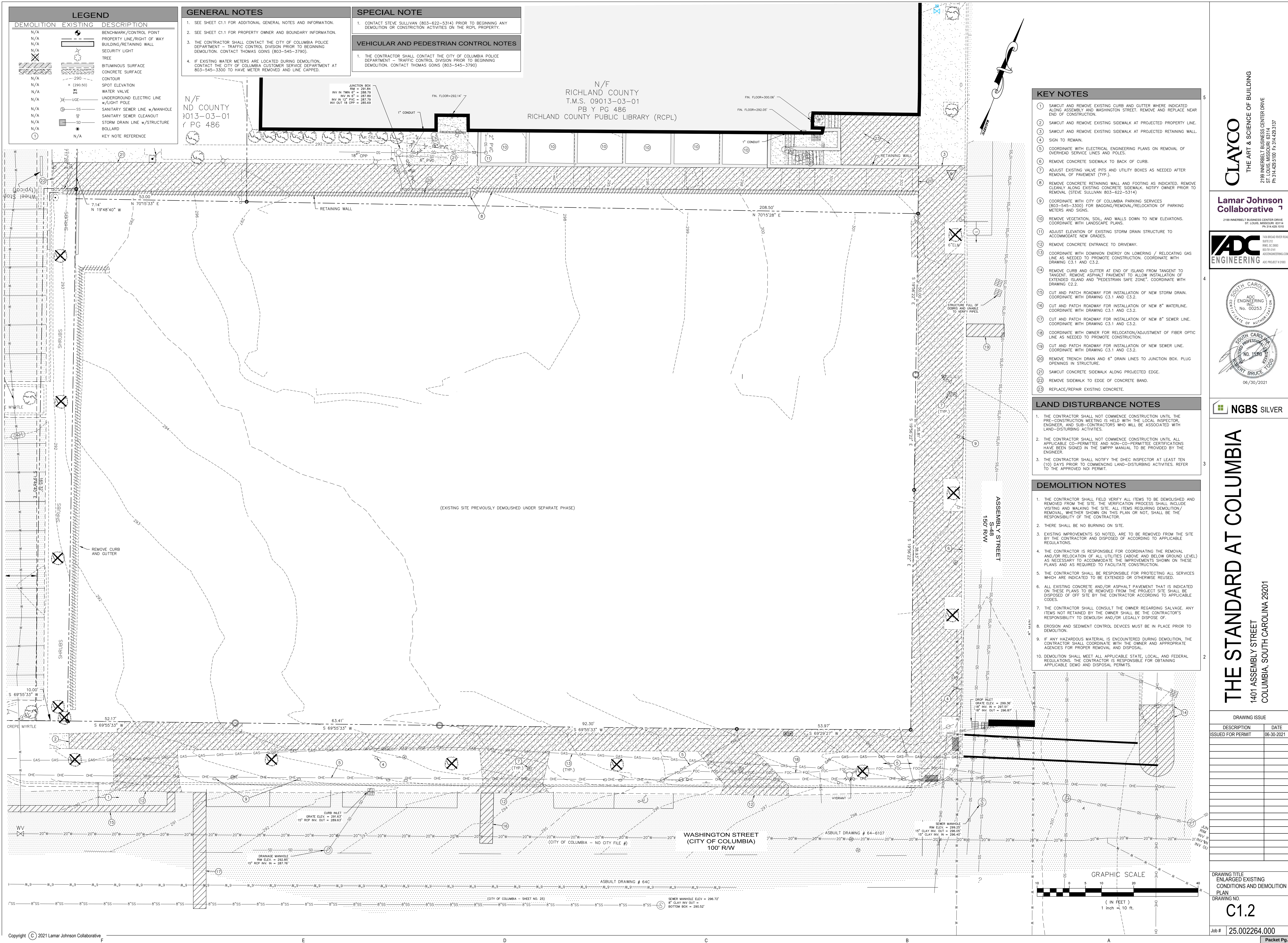
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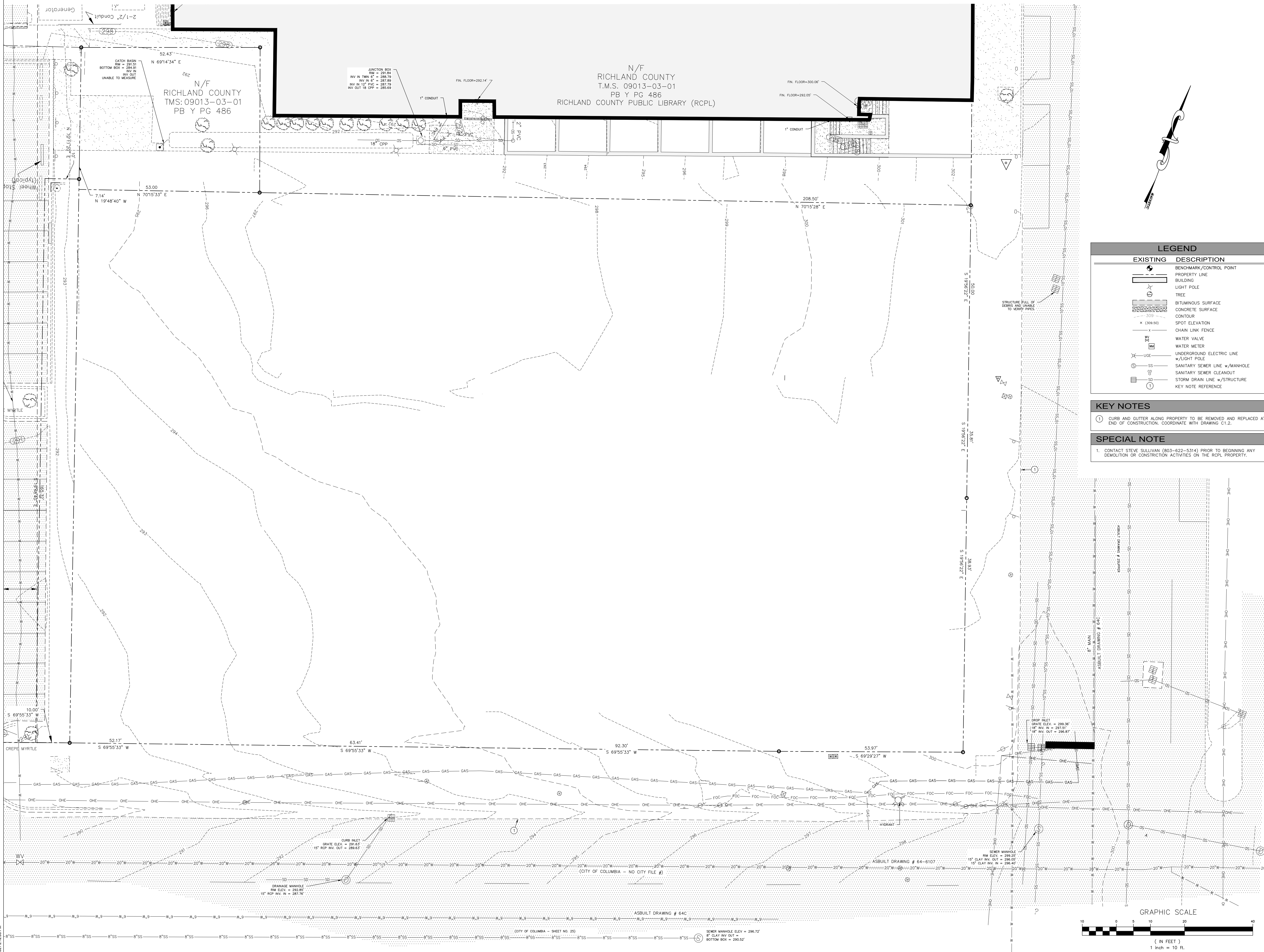
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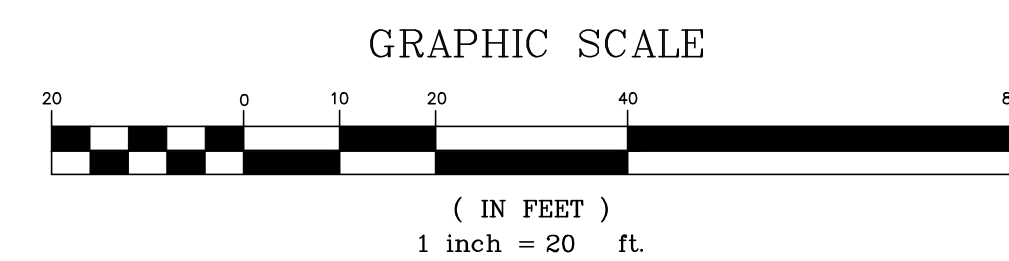
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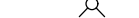
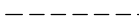
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DRAWING ISSUE	
DESCRIPTION	DATE
ISSUED FOR PERMIT	06-30-2021
DRAWING TITLE OVERALL STAKING PLAN	
DRAWING NO. C2.1	
Job #	25.002264.000



LEGEND		
NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
		BUILDING
		LIGHT POLE
		CURB AND GUTTER
		LIGHT DUTY CONCRETE PAVEMENT
		HEAVY DUTY CONCRETE PAVEMENT
①	N/A	KEY NOTE REFERENCE

GENERAL NOTES

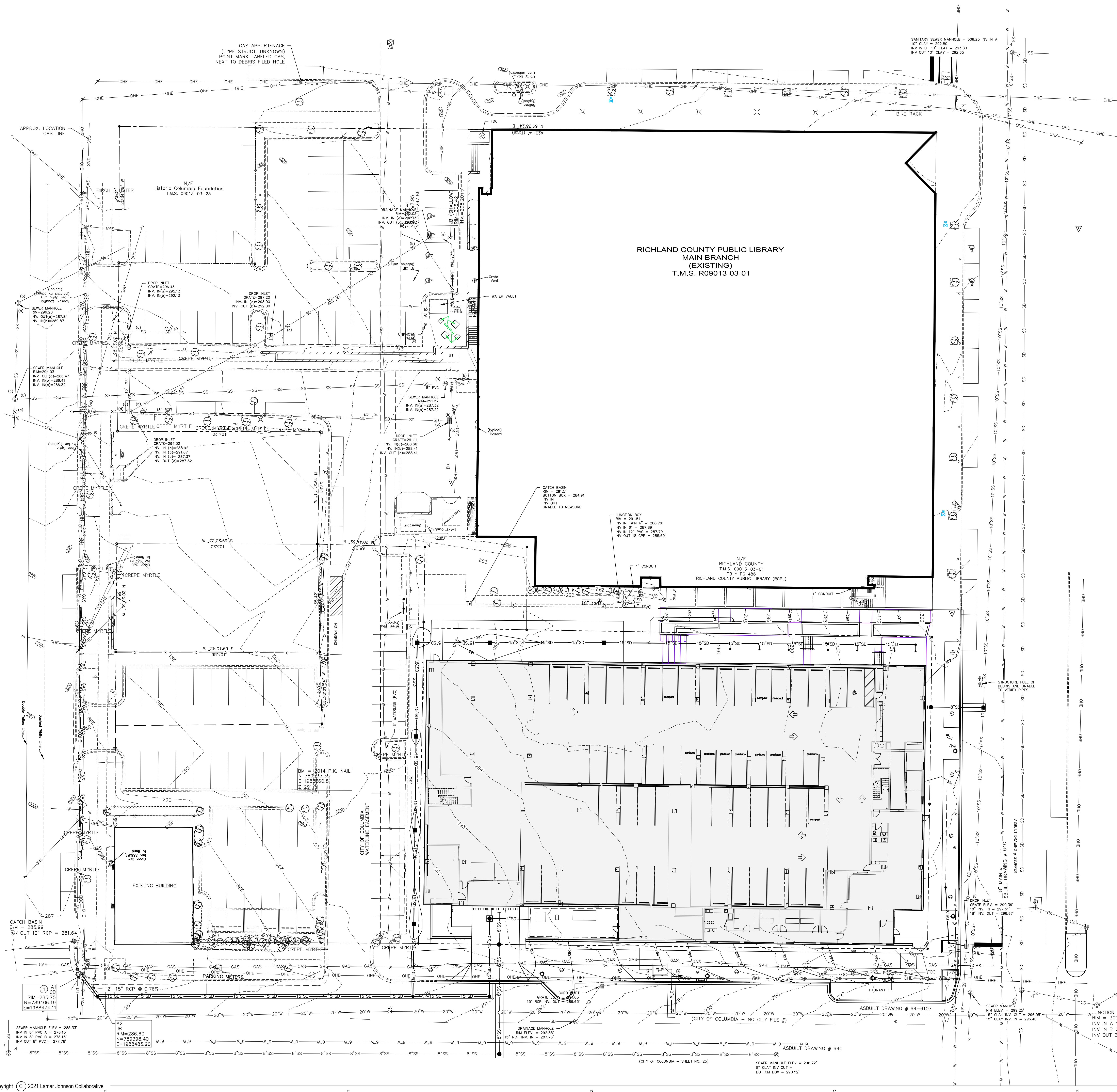
1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES ON THE RCPL PROPERTY.

KEY NOTES

- ① INSTALL PIPE RAIL GATES (3). SEE DETAIL. COORDINATE WITH LIBRARY REPRESENTATIVE FOR EXACT LOCATIONS.



LEGEND		
NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE BUILDING
		TREE SPOT ELEVATION
X 300.56'	X (300.56')	SPOT ELEVATION
		FIRE HYDRANT
N/A		LIGHT POLE
		WATER VALVE
		WATER METER
— W — W —	— W — W —	WATER MAIN/SERVICE
		STORM DRAIN LINE w/ STRUCTURE
		SANITARY SEWER LINE w/ MANHOLE
		SANITARY SEWER CLEANOUT
	N/A	KEY NOTE REFERENCE

GENERAL NOTES

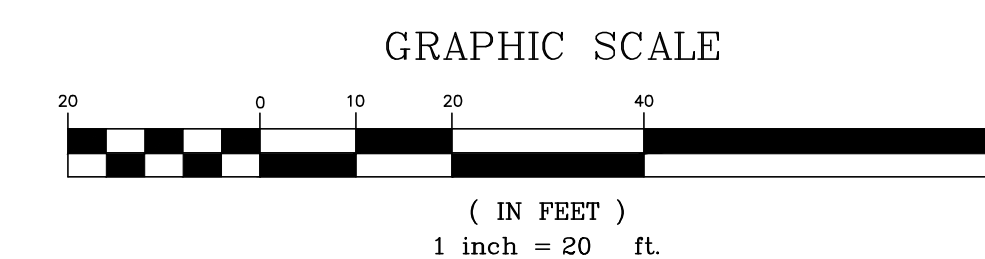
1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES ON THE RCPL PROPERTY.

KEY NOTES

- ① CONNECT 15" RCP TO EXISTING CURB INLET. CUT PIPE FLUSH WITH INSIDE FACE.



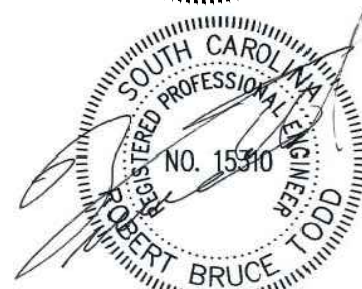
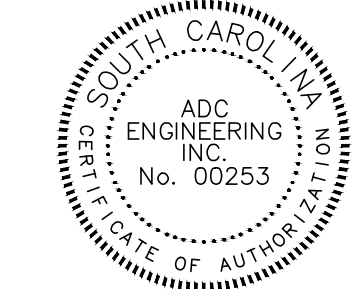
CLAYCO
THE ART & SCIENCE OF BUILDING
2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
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Lamar Johnson
Collaborative 7

ADC
ENGINEERING

7436 BROAD RIVER
SUITE 212
IRMO, SC 29063
803-761-3141
ADCENGINEERING@GMAIL.COM

ADC PROJECT # 210



THE STANDARD AT COLUMBIA

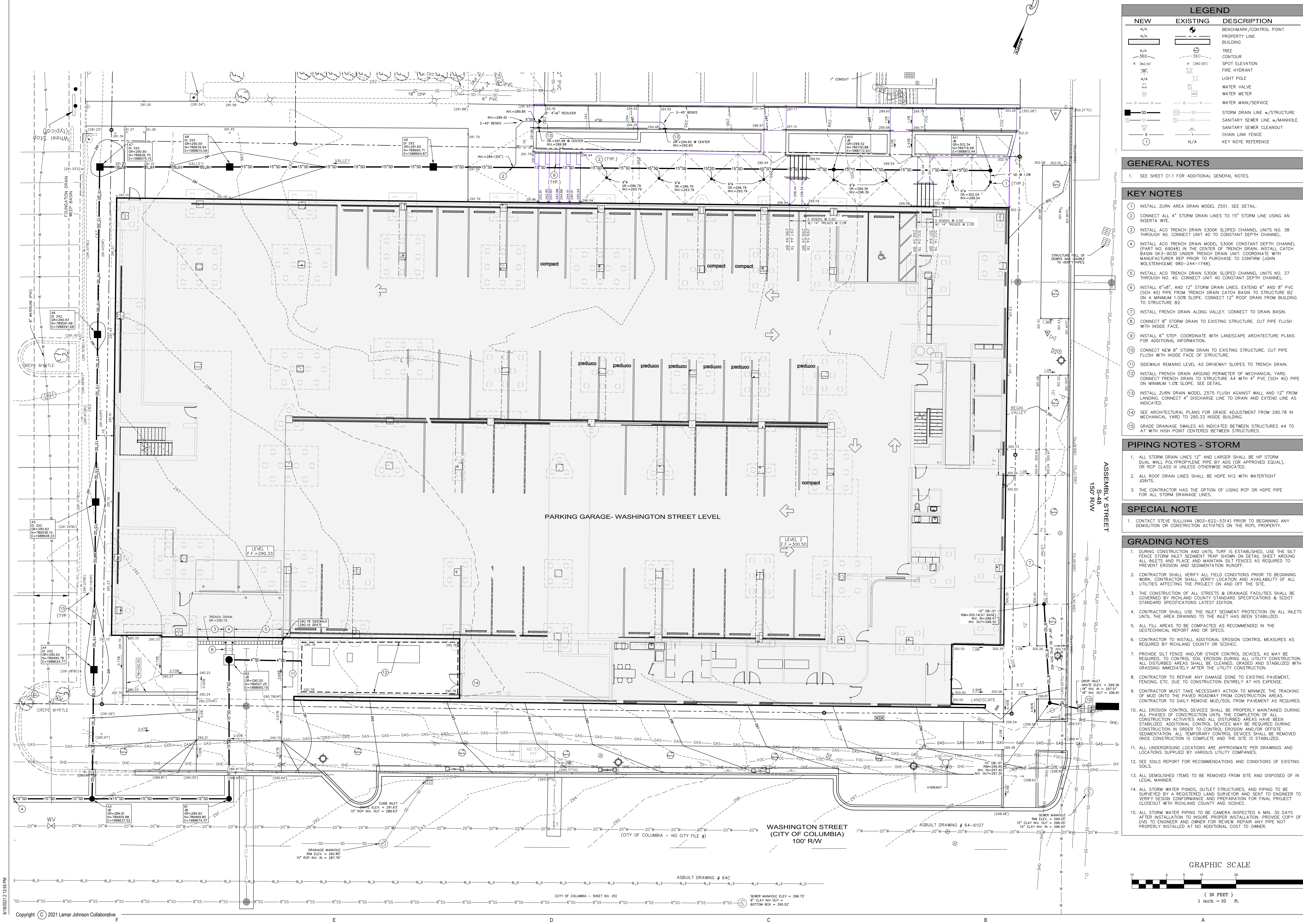
1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

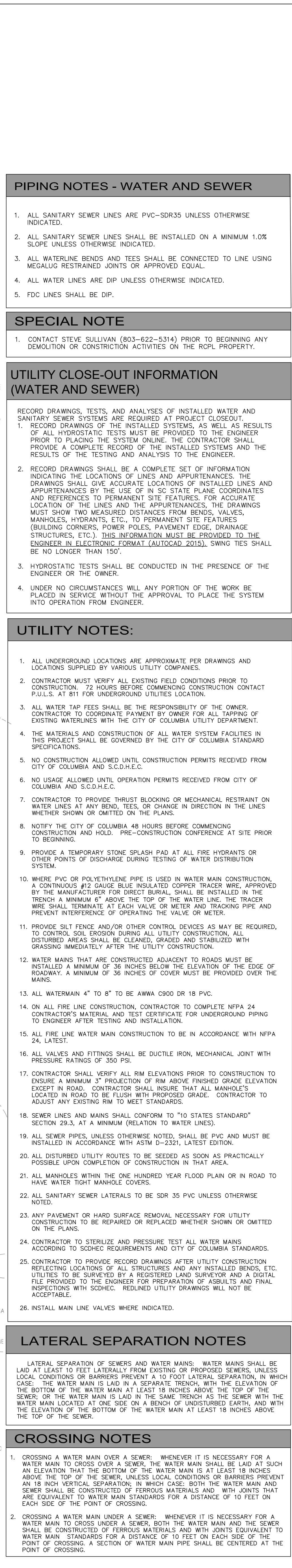
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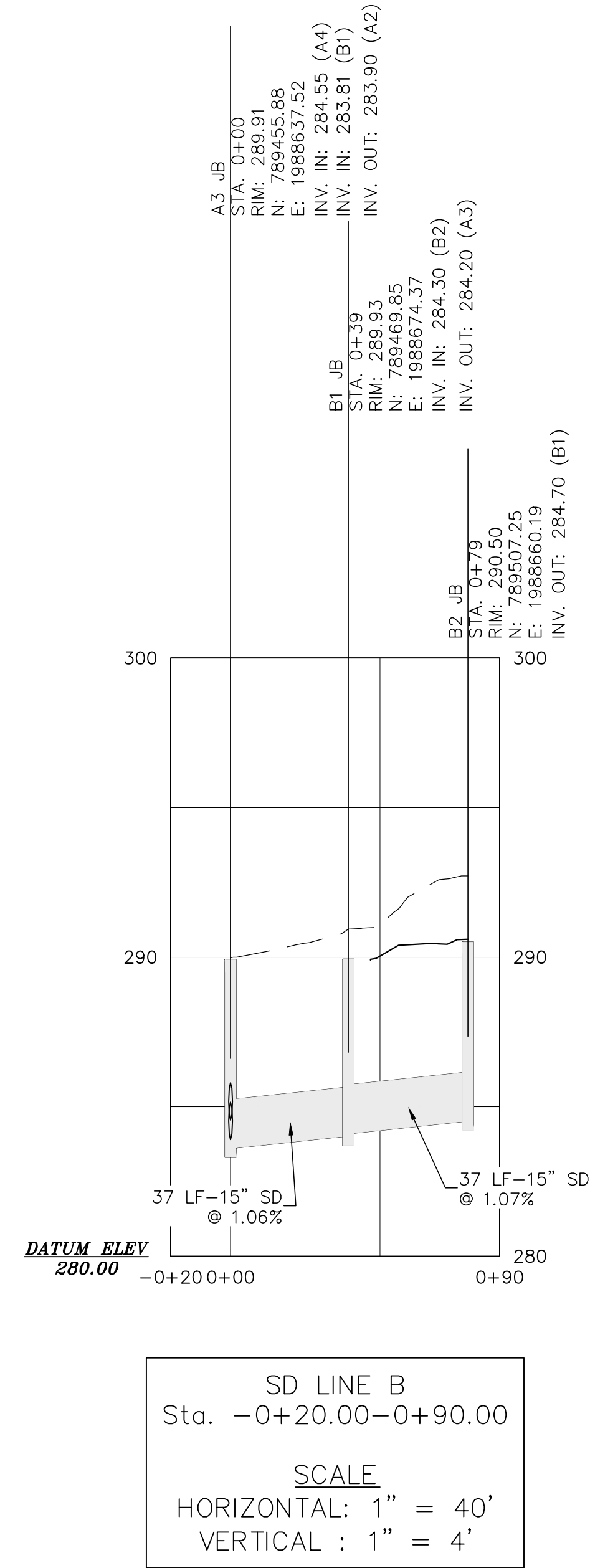
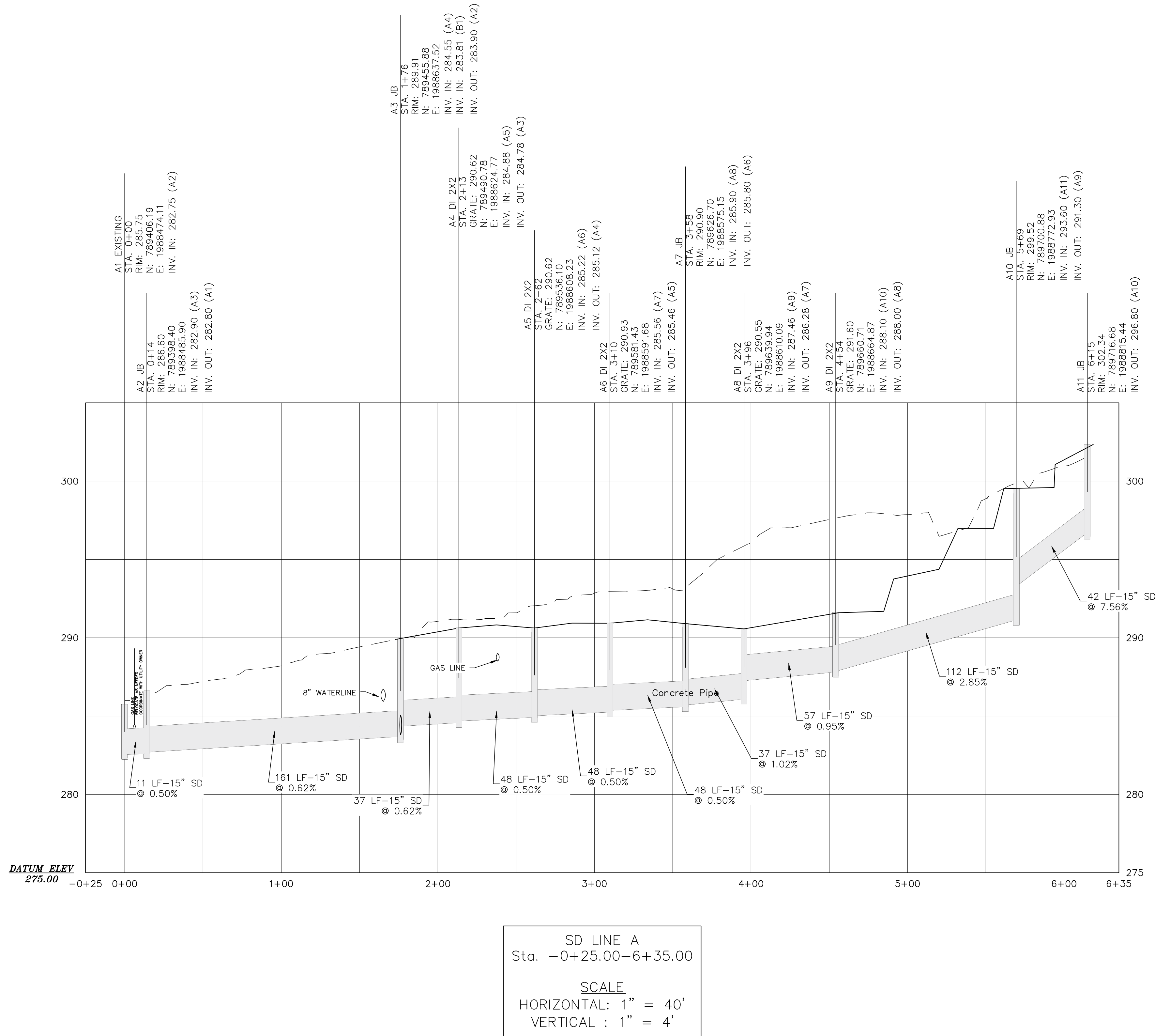
DRAWING TITLE
OVERALL GRADING, DRAINAGE AND UTILITY PLAN

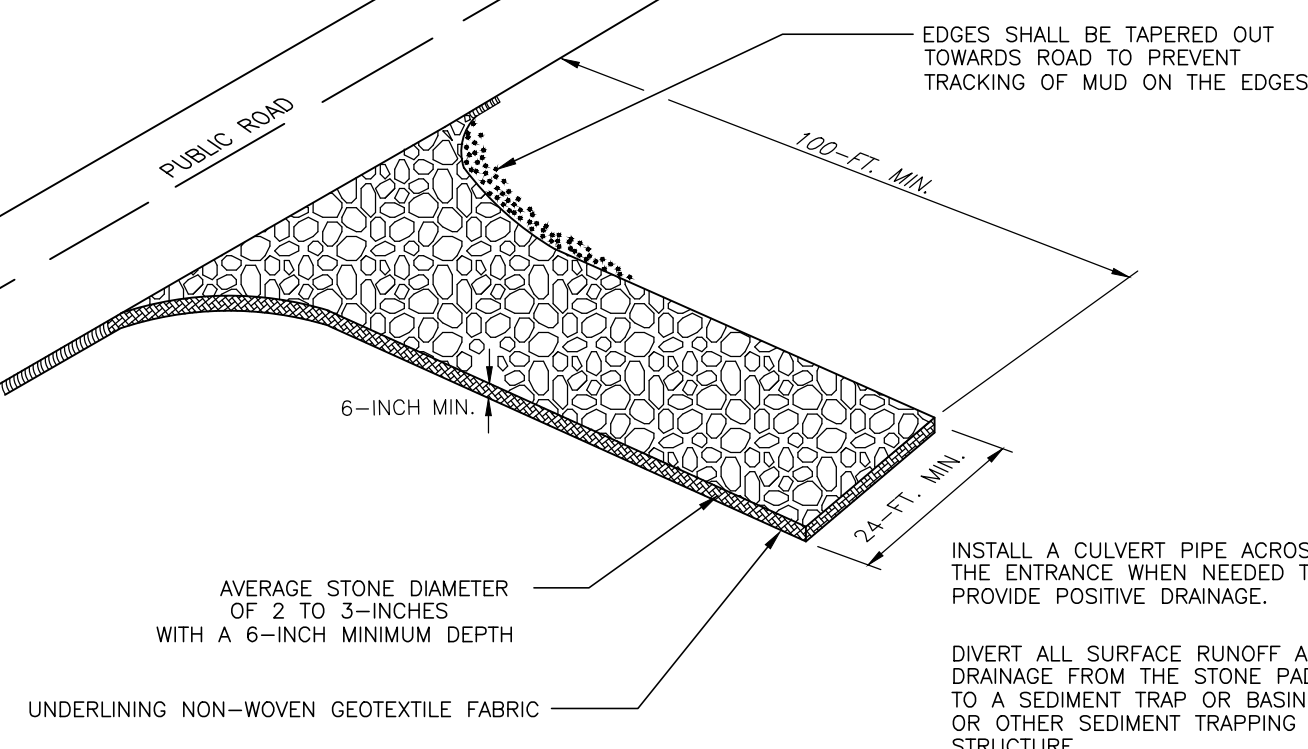
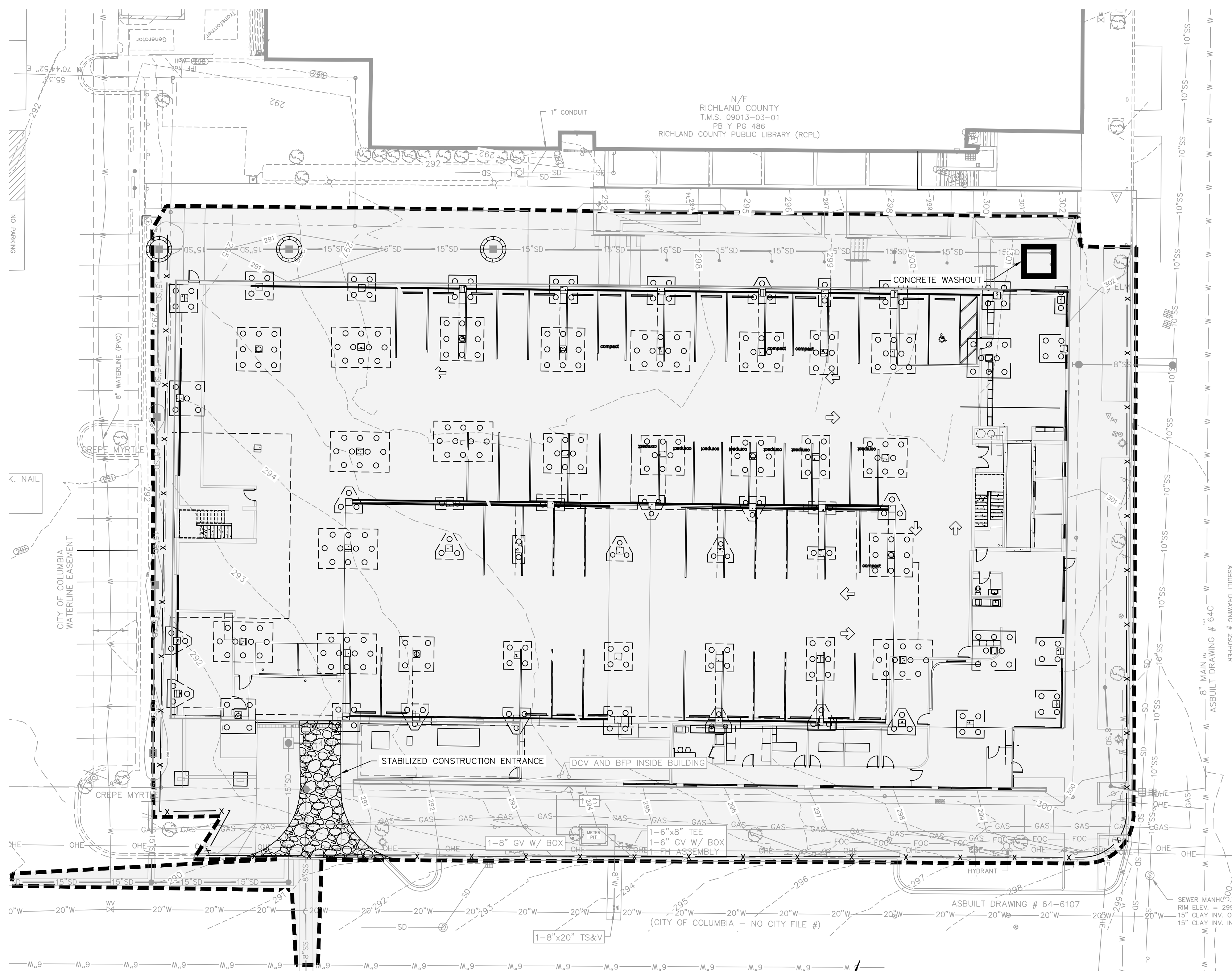
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C3.1

Job #	25.002264.000
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STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

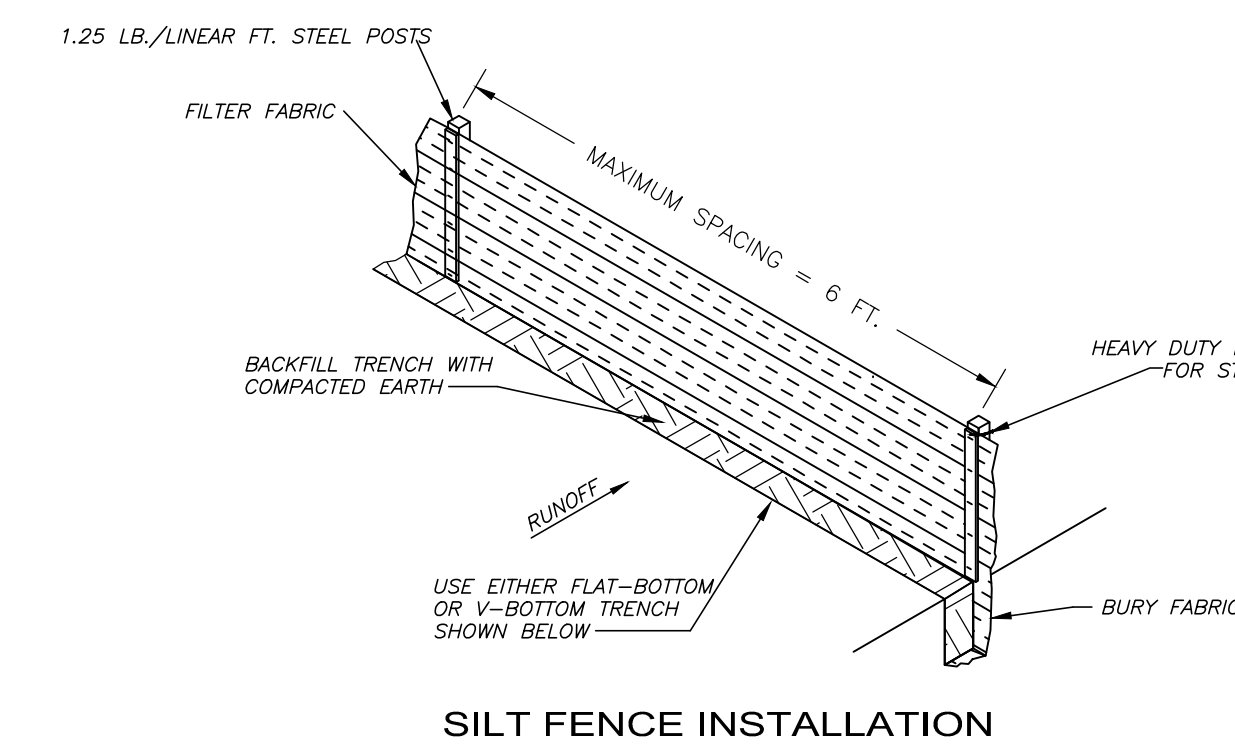
Inspection and Maintenance of Construction Entrance

All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, or after heavy use. Check for mud and sediment buildup and pad integrity. Make daily inspections during periods of wet weather. Maintenance is required more frequently in wet weather conditions. Reshape the stone pad as needed for drainage and runoff control.

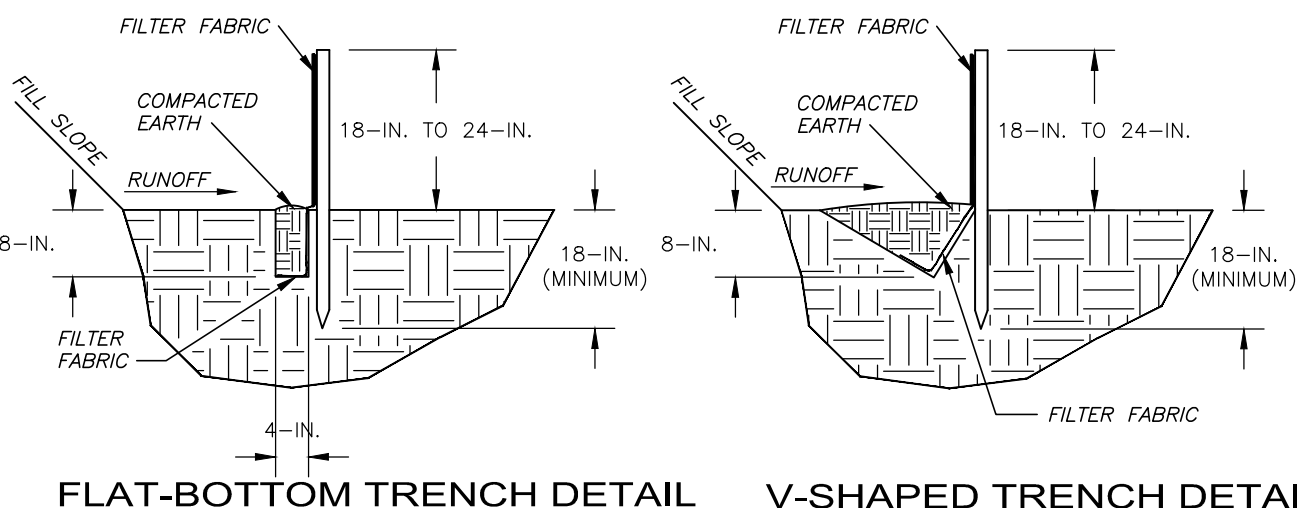
Wash or replace stones as needed and as directed by the inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone.

Immediately remove mud and sediment tracked or washed onto public roads by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.

Repair any broken pavement immediately.



SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL V-SHAPED TRENCH DETAIL

SILT FENCE
NOT TO SCALE

EROSION CONTROL BLANKET

INSTALL SC1508N EROSION CONTROL BLANKET AS MANUFACTURED BY NORTH AMERICAN GREEN (NETTING MUST BE BIODEGRADABLE). INSTALL AS PER MANUFACTURER'S RECOMMENDATION ON SLOPES 4:1 OR STEEPER. CONTRACTOR SHALL ALSO USE FLEX TERRA SPRAY ON MAT INSTEAD OF BLANKET.

CONSTRUCTION SEQUENCE OF ENTIRE CONSTRUCTION AREA FOR EROSION AND SEDIMENT CONTROL

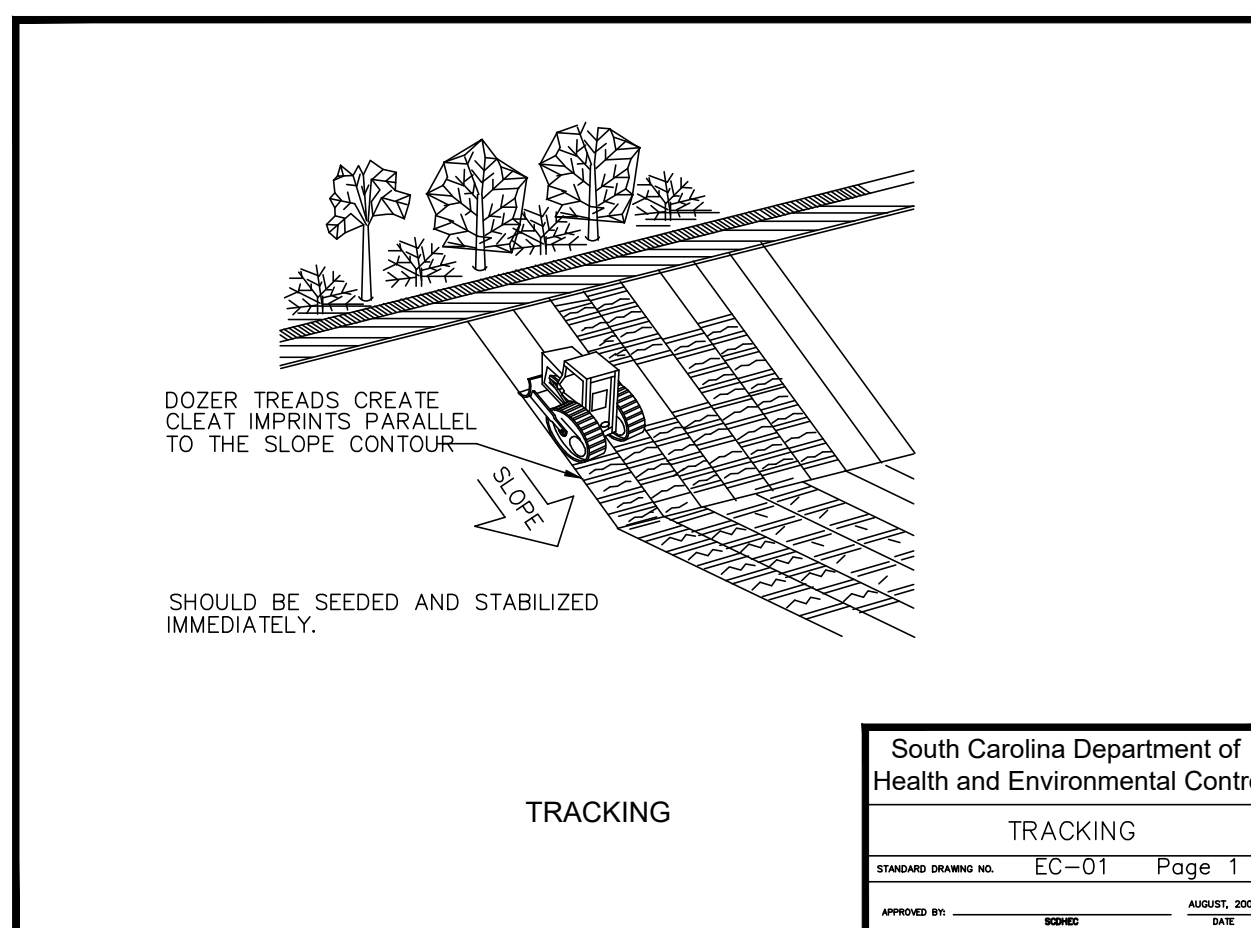
1. RECEIVE NPDES COVERAGE FROM DHEC
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 10 DISTURBED AND NON-LINEAR)
3. NOTIFY DHEC FOR REGIONAL OFFICE OR ON-SITE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES
4. INSTALLATION OF CONSTRUCTION ENTRANCES
5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS
6. INSTALLATION OF PERIMETER CONTROLS (E.G., SILT FENCE)
7. CLEARING & GRUBBING OF SITE OR DEMOLITION (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED)
8. ROUGH GRADING
9. INSTALLATION OF STORM DRAIN SYSTEM AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED
10. INSTALL TEMPORARY SEDIMENT BASIN
11. FINE GRADING, PAVING, ETC.
12. PERMANENT/FINAL STABILIZATION
13. CONVERT TEMPORARY SEDIMENT BASIN TO PERMANENT DETENTION POND BY FINAL GRADING AND REMOVING SKIMMER, UNCOVER ORIFICE
14. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARED OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES)
15. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE

AIRBORNE DUST CONTROL

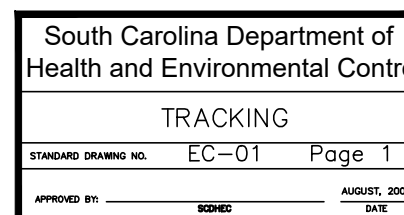
THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS OUTLINED IN THE SOUTH CAROLINA DHEC STORMWATER MANAGEMENT BMP HANDBOOK AS NEEDED TO CONTROL AIRBORNE DUST DURING CONSTRUCTION. COORDINATE WITH ENGINEER PRIOR TO IMPLEMENTATION OF VARIOUS MEASURES.

SLOPE STABILIZATION

THE CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND IS RESPONSIBLE FOR INSTALLING THE NECESSARY STABILIZATION MEASURES. THE CONTRACTOR SHALL INSTALL THE EROSION CONTROL MAT WHERE INDICATED AT MINIMUM AND MAY NEED TO INSTALL TEMPORARY SLOPE DRAIN (CONTRACTOR OPTION)



TRACKING



SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGHOUT THE LENGTH OF CONSTRUCTION SILT FENCES AT ALL STORM DRAINAGE STRUCTURES AND ALONG THE PERIMETER OF CONSTRUCTION AS NECESSARY TO CONTAIN ALL SEDIMENT RUNOFF WITHIN THE AREAS DISTURBED BY CONSTRUCTION.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
 - a. WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST EVERY CALENDAR WEEK, IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE-THIRD THE HEIGHT OF THE SEDIMENT FENCE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING ALL SLOPES FROM FINISH GRADE TO NATURAL GROUND AND FOR PREVENTING EXCESSIVE EROSION FROM OCCURRING, IMMEDIATELY AFTER ESTABLISHING THE INTERMEDIATE ROUGH GRADE SLOPES AND AFTER REACHING THE FINAL GRADE SLOPES. THE CONTRACTOR SHALL PROVIDE GRASSING OF THESE SLOPES WHEN SLOPES ARE DISTURBED BY SUBSEQUENT EXCAVATIONS FOR OTHER ITEMS, THE CONTRACTOR SHALL INSPECT THE REPAIRS AND CORRECT ANY DEFICIENCIES IN THE REPAIRS.
6. ALL GRADING WORK SHALL CONFORM SUBSTANTIALLY WITH THE GRADING PLANS. WHERE SPOT GRADES ARE INDICATED ON THE PLANS, THEY SHALL BE ESTABLISHED BY SCALING AND SHALL TAKE PRECEDENCE OVER CONTOURS. ALL GRADING BETWEEN SPOT GRADES SHALL BE SMOOTH AND UNIFORM.
7. THE CONTRACTOR SHALL ADEQUATELY COORDINATE THE INSTALLATION OF THE STORM DRAINAGE SYSTEM TO ENSURE THAT POSITIVE RUNOFF OF STORMWATER IS EFFECTED BOTH DURING CONSTRUCTION AND AFTER COMPLETION OF THE WORK.
8. IF NECESSARY, SLOPES WHICH EXCEED 8 VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
9. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
10. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS AND GENERATION OF DUST.
11. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
12. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
13. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
14. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER), AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
15. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
16. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE
17. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
18. MINIMIZE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
19. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
20. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FROM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
21. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
22. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC's WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICAL. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
23. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS REQUIREMENT MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.
24. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ AND SC2010000.

EROSION AND SEDIMENT CONTROL MEASURES

GENERAL

THE CONTRACTOR IS ADVISED THAT ALL GRADING AND DRAINAGE WORK ON THE PROJECT IS PERMITTED UNDER THE REQUIREMENTS OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, DIVISION OF STORMWATER MANAGEMENT. COMPLIANCE WITH THE PERMITTED CONDITIONS IS MANDATORY. THE CONTRACTOR SHALL RELY ON EXPERIENCE AND CONTROL OF THE WORK TO PROVIDE ADEQUATE AND ORDERLY CONSTRUCTION METHODS TO CONTROL STORMWATER RUNOFF AND PREVENT THE EXCESSIVE MIGRATION OF SEDIMENTS FROM THE SITE. THE CONTRACTOR ALSO SHALL DIRECT INSTALLATION OF NECESSARY TEMPORARY CONSTRUCTION MEASURES TO CONTROL STORMWATER RUNOFF. ALL STORMWATER MANAGEMENT MEASURES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND ANY REQUIRED MAINTENANCE SHALL BE PERFORMED.

SILT FENCES

SILT FENCES OR EQUIVALENT SEDIMENT CONTROL SHALL BE INSTALLED WHERE INDICATED AND MAINTAINED IN ACCORDANCE WITH THIS PLAN.

STORM DRAINAGE STRUCTURES

TEMPORARY BARRIERS OF EITHER SILT FENCING OR ROCK RIPRAP SHALL BE INSTALLED AND MAINTAINED AROUND STORM DRAINAGE STRUCTURES UNTIL THEIR DRAINAGE AREA IS STABILIZED. STORM DRAINAGE PIPES, INCLUDING OUTLET PROTECTION, SHALL BE INSTALLED AS SOON AS EARTH GRADING IS ADEQUATE TO ACCEPT PIPE INSTALLATION. INLET STRUCTURES SHALL BE CONSTRUCTED AS THE EARTHLINE IS PLACED AND CONSTRUCTION SHALL AT ALL TIMES PROVIDE SURFACE DRAINAGE TO THEM. TEMPORARY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT EACH INLET AS THE EARTH FILL RISES.

STABILIZATION OF DISTURBED AREAS

DISTURBED AREAS SHALL RECEIVE STABILIZING MEASURES WITHIN 14 DAYS AFTER DISTURBANCES, UNLESS CONSTRUCTION WILL RESUME IN THAT AREA WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED.

INSPECTION AND MAINTENANCE

SEDIMENT CONTROL SYSTEMS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER ANY RAINFALL EVENT EXCEEDING 0.5 INCH. ANY NEEDED CORRECTIONS OR MAINTENANCE SHALL BE ACCOMPLISHED IMMEDIATELY THEREAFTER.

REMOVAL OF SEDIMENT CONTROL SYSTEMS

TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AFTER EACH AFFECTED AREA HAS BEEN "FINALLY STABILIZED".

TEMPORARY DIVERSIONS

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO PREVENT FLOW OF STORMWATER OVER DISTURBED AREA. TEMPORARY DIVERSION OUTLETS SHALL HAVE ADEQUATE CAPACITY AND TERMINATE INTO DENSE VEGETATION, ROCK RIP RAP, STORM STRUCTURES OR SIMILAR MEASURES TO REDUCE EROSION AT THE OUTLET. TEMPORARY DIVERSION CHANNELS SHALL BE CONSTRUCTED AT A MINIMUM OF 1 PERCENT GRADE AND A MAXIMUM GRADE OF 2 PERCENT. THE CAPACITY OF TEMPORARY DIVERSIONS SHALL BE RESTORED ANYTIME THE EXCAVATED CHANNEL BECOMES FULL OF SEDIMENT AT ANY POINT IN THE LENGTH OF THE DIVERSION. THE RIDGE AND CHANNEL OF THE TEMPORARY DIVERSIONS SHALL BE STABILIZED WITH TEMPORARY VEGETATION IMMEDIATELY AFTER CONSTRUCTION AND RE-STABILIZED AFTER EACH DISTURBANCE.

PREDOMINANT SOIL TYPE

URBAN LAND, (U₂) TYPE C

GRASSING PER 1000 SQUARE FEET (TEMPORARY)

FROM MAY 1 TO AUGUST 30	FROM SEPTEMBER 1 TO APRIL 30
1 LB. BROWNTOP MILLET GRASS	6 LBS. ANNUAL RYEGRASS
15 LBS. 10-10-10 FERTILIZER	15 LBS. 10-10-10 FERTILIZER
5 LBS. MAGNESIUM SULFATE	5 LBS. MAGNESIUM SULFATE
10 LBS. CALCIUM (GYPSUM)	10 LBS. CALCIUM (GYPSUM)

GRASS INFORMATION (PERMANENT)

SEE LANDSCAPE ARCHITECTURE PLANS FOR PERIMETER GRASSING AND LANDSCAPE INFORMATION.

Materials
Use filter fabric that conforms to SCDOT standard specifications for highway construction (latest edition). Refer to the silt fence geotextile fabrics Approval Sheet #34.

Use steel posts that meet the following minimum physical requirements:
Be composed of high strength steel with minimum yield strength of 50,000 psi.
Have a standard "I" section with a nominal face width of 1.38-inches and nominal "T" length of 1.48-inches.
Weigh 1.25 pounds per foot (± 2%).
Be painted with a water based baked enamel paint.

Attach fabric to metal posts with heavy-duty plastic ties.

Installation
Excavate a trench 6-inches wide and 6-inches deep around the outside perimeter of the inlet unless the fabric is pneumatically installed. Extend the filter fabric a minimum of 12-inches into the trench. Backfill the trench with soil or crushed stone and compact over the filter fabric unless the fabric is pneumatically installed.

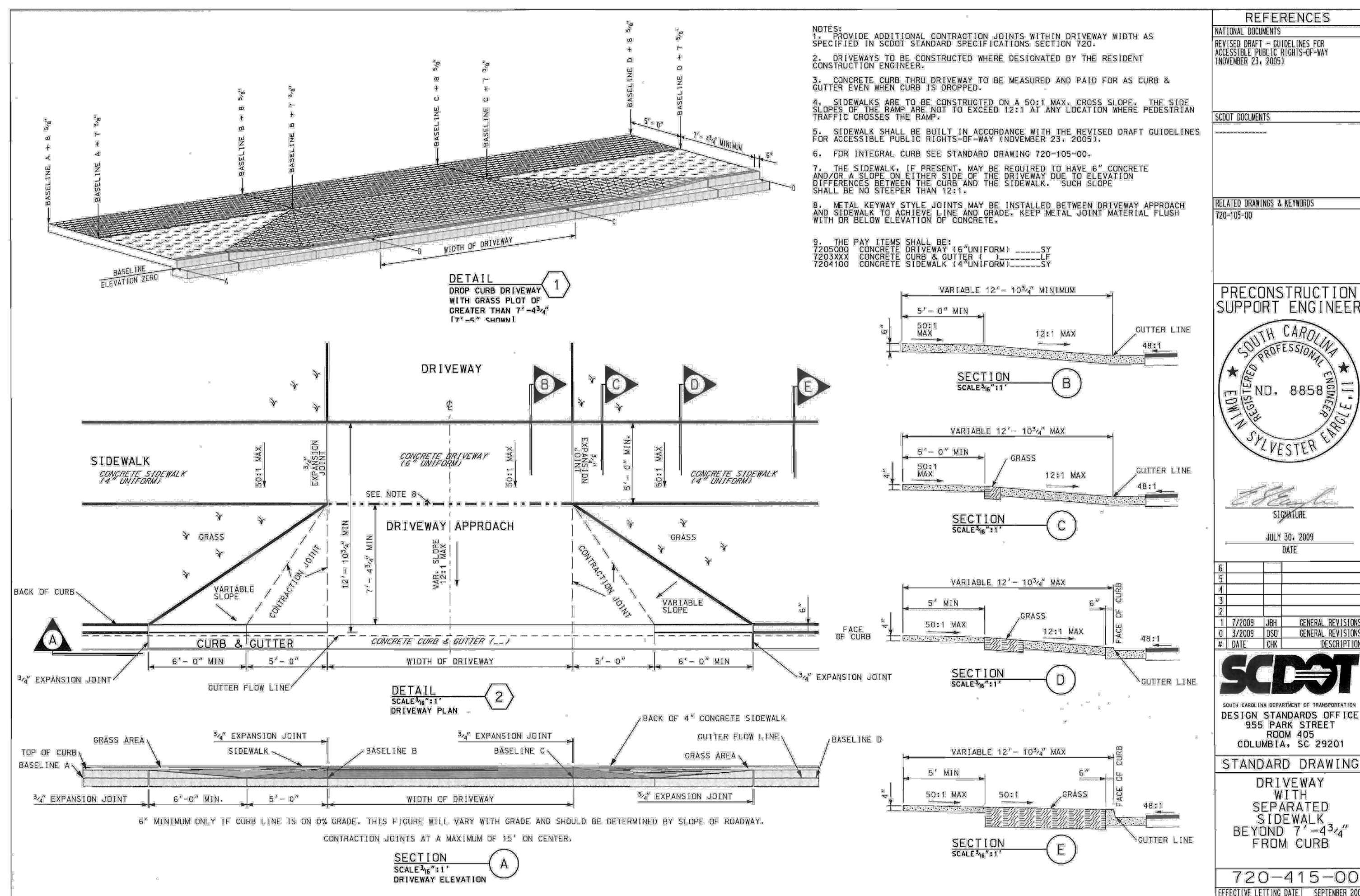
Use steel posts with a minimum post length of 60-inches consisting of standard "I" sections with a weight of 1.25 pounds per foot (±2%). Install the filter fabric to a minimum height of 24-inches above grade. Space the steel posts around the perimeter of the inlet a minimum of 3-feet apart and drive them into the ground a minimum of 24-inches. Cut the filter fabric from a continuous roll to the length of the protected area to avoid the use of joints. When joints are necessary, wrap filter fabric together only at a support post with both ends securely fastened to the post, with a minimum 6-inch overlap.

Attach fabric to steel posts with heavy-duty plastic ties.

Attach at least four (4) evenly spaced ties in a manner to prevent sagging or tearing of the fabric. In all cases, office ties in no less than four (4) places.

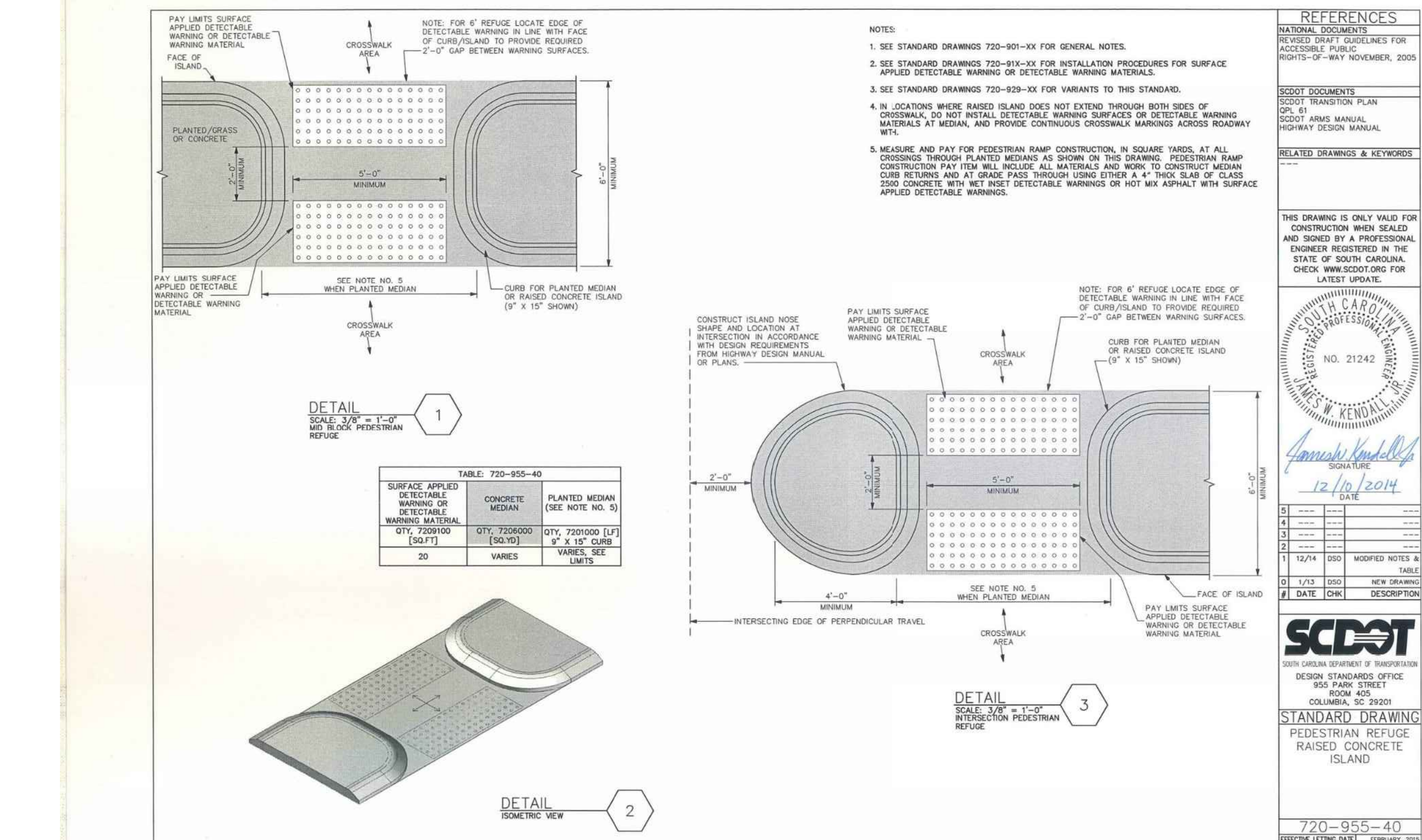
Inspection and Maintenance
All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. If the fabric becomes clogged, it should be replaced. Sediment should be removed when it reaches approximately 1/2 the height of the fence. Take care not to damage or undercut fabric when removing sediment. If a pump is used, sediment should be removed when it fills approximately 1/3 the depth of the hole. Maintain the pool area, always providing adequate sediment storage volume for the next storm.

Storm drain inlet protection structures should be removed only after the disturbed areas are permanently stabilized. Remove all construction material and sediment, and dispose of them properly. Grade the disturbed area to the elevation of the drop inlet structure crest. Use appropriate permanent stabilization methods to stabilize bare areas around the inlet.

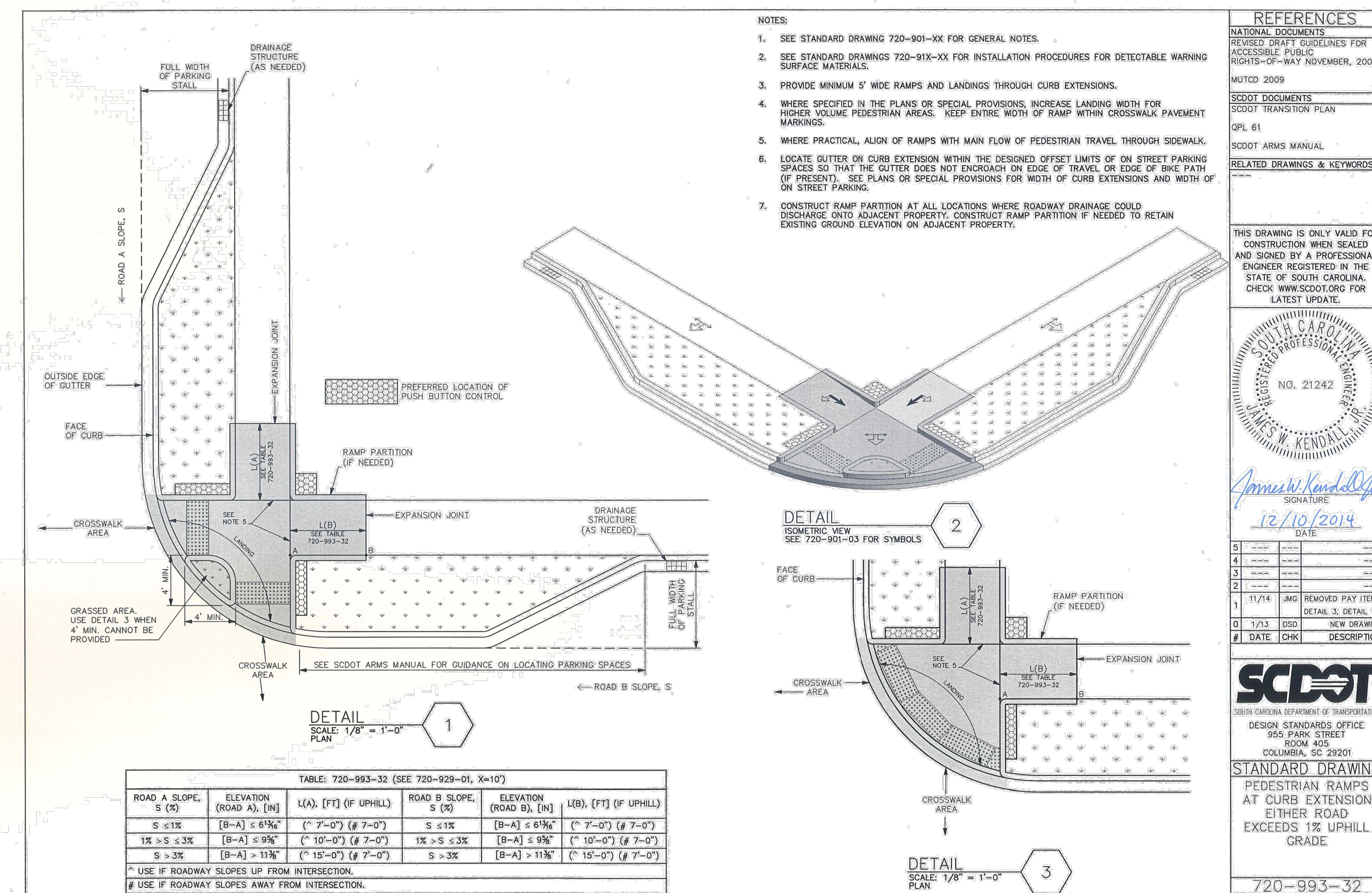


SCDOT DETAIL 720-415-00

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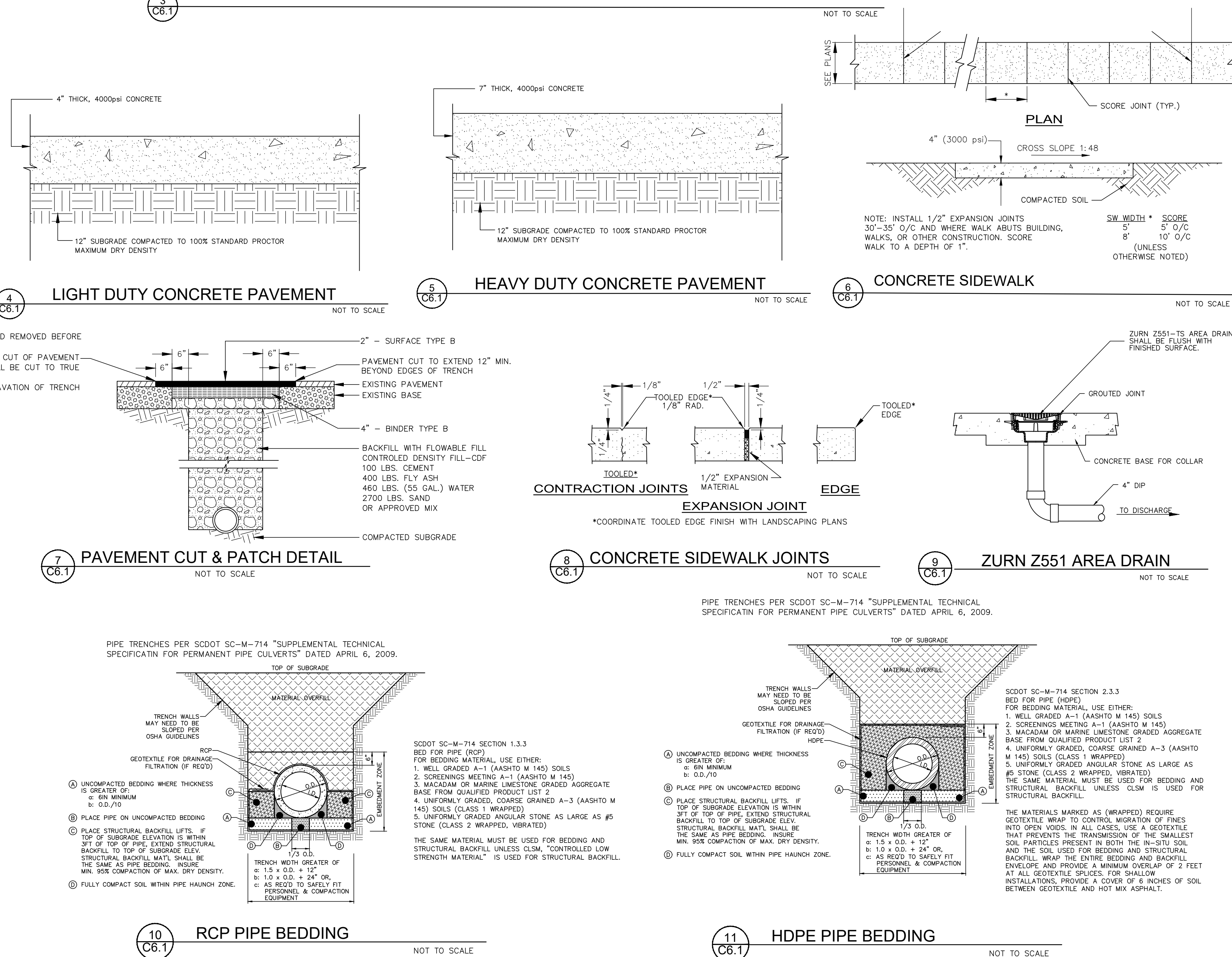


SCDOT DETAIL 720-955-40



SCDOT DETAIL 720-993-032C

NOT TO SCALE



DRAWING ISSUE

[illegible]

DRAWING TITLE
DETAILS

C6.1

Job #	25.002264.000
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ORDINANCE NO.: 2021-077

Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11

WHEREAS, Palmetto Garage Works, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1500 block of Gervais Street adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred fifty five (155') feet in length, four (4) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping with support structures, and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Applicant to work with staff regarding the installation of the street trees and Silva cell support structures.

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

Requested by:

Assistant City Manager Gentry

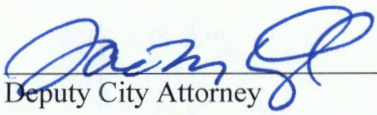
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-077**



**1500 BLOCK OF GERVAIS STREET
ADJACENT TO 1507, 1513 AND 1517 GERVAIS STREET
SIDEWALKS, LANDSCAPING, IRRIGATION, AND PARKING**

Subject Property:	Right-of-way adjacent to 1507, 1513 and 1517 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping with support structures, irrigation and parking.
Applicant:	Palmetto Garage Works, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred fifty-five (155') feet in length, four (4) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping with support structures, and irrigation as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Applicant to work with staff regarding the installation of the street trees and Silva cell support structures.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.

Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

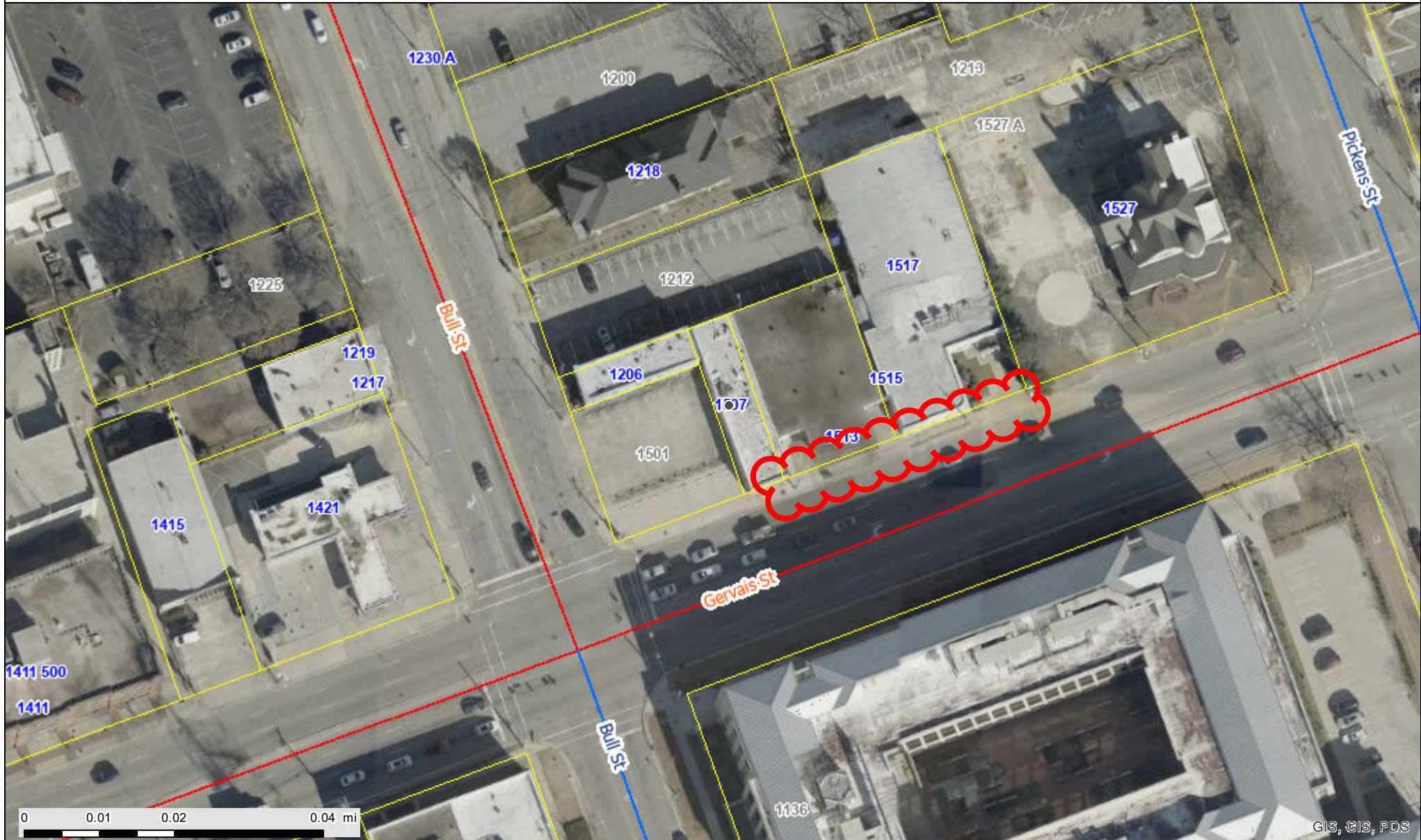
City of Columbia

Midas Encroachment

36.b



Wednesday, November 3, 2021



GIS, GIS, PDS

CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 532

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

36.b

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: _____ Property Owner: Palmetto Garage Works, LLC
Business Name/Applicant's Name if different than owner: James Herlong
Contact Information: Telephone Number: 803-233-7206 Fax Number: _____
Mailing address: 2701 Millwood Avenue Columbia, SC 29205 E-mail address: jimmyherlong@gmail.com

Business Name/Development Name for Encroachment: _____

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

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

Construction material: _____

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

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

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

Name/Title:
Date:

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

Name/Title:
Date:

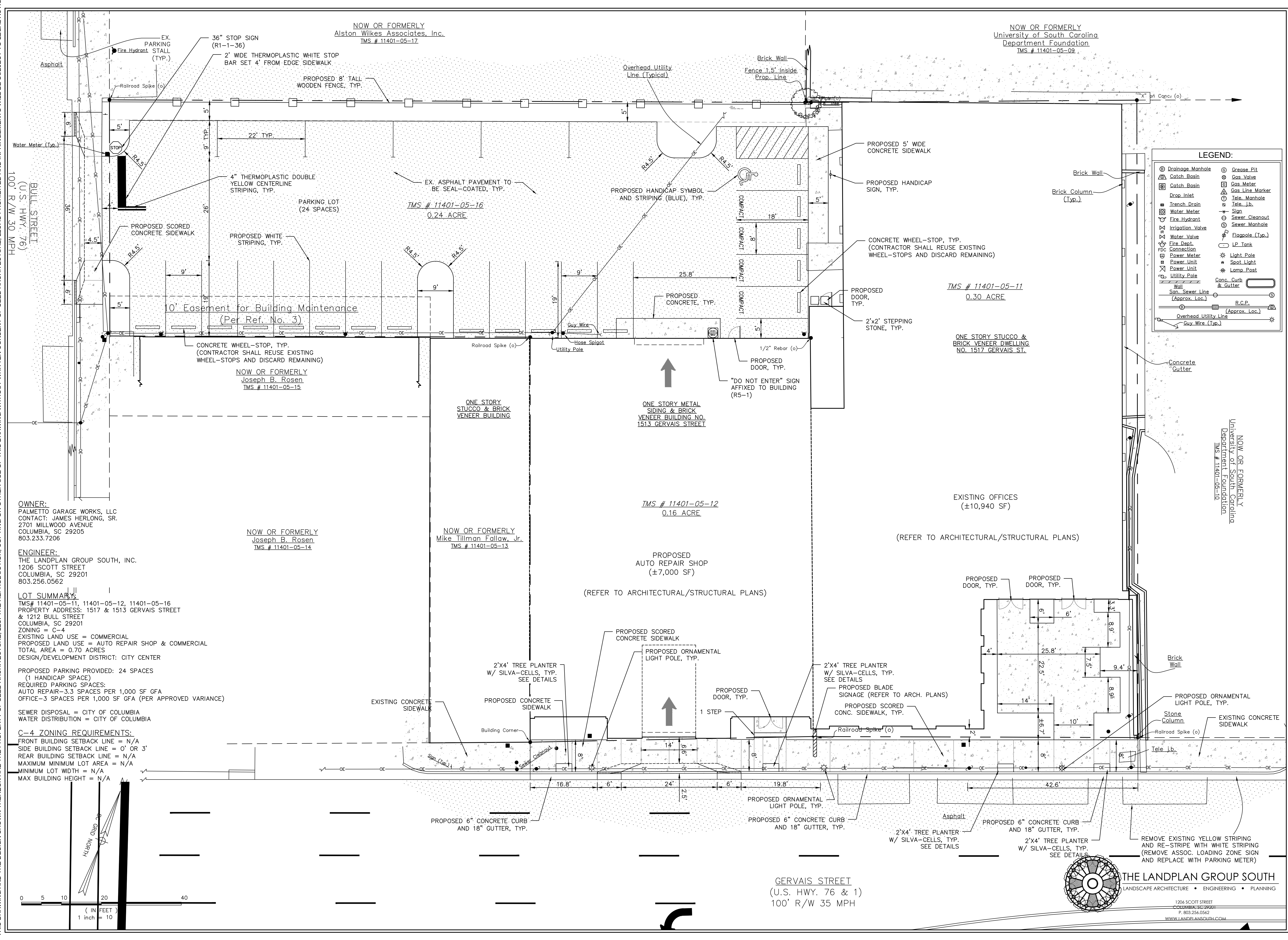
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

Packet Pg. 533

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803.727.2098

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P. 803.256.0562

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RENOVATION & ADDITION
PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201

LAYOUT PLAN
PERMIT REVIEW
DOCUMENTS

PROJECT SHEET

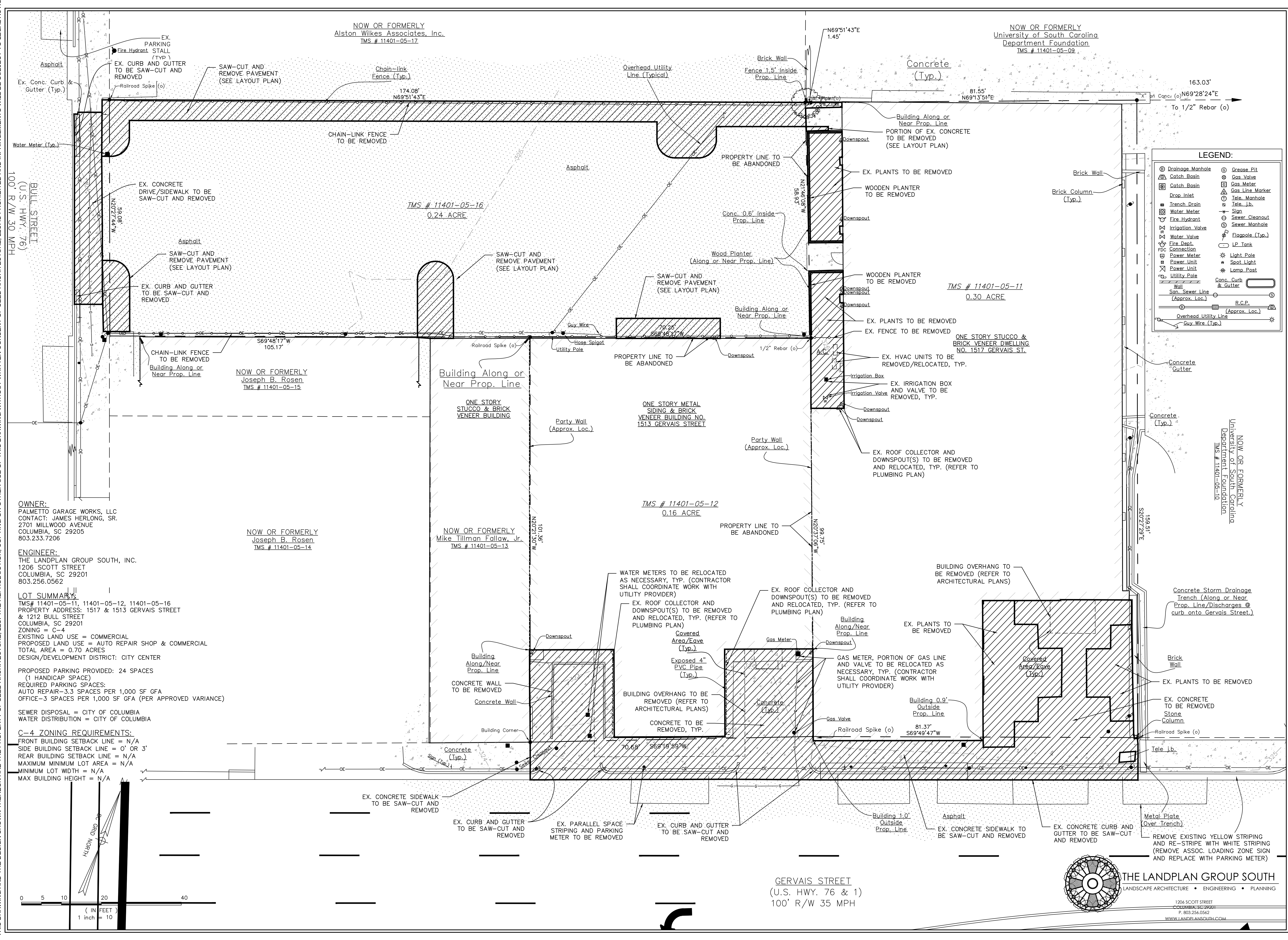
C4.0
JOB # XXXXX/LPGS#1026
DATE 10/30/20

REVISIONS
6/26/19 City Comments
3/16/21 Per SCDOT
5/21/21 City Comments
6/8/21 Per SCDOT
7/26/21 City Comments

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DEMOLITION PLAN
PERMIT REVIEW
DOCUMENTS

PROJECT SHEET

C3.0
JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

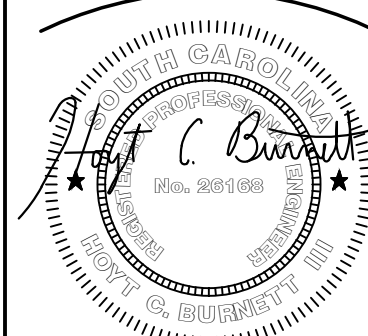
7/26/21 City Comments

DATE

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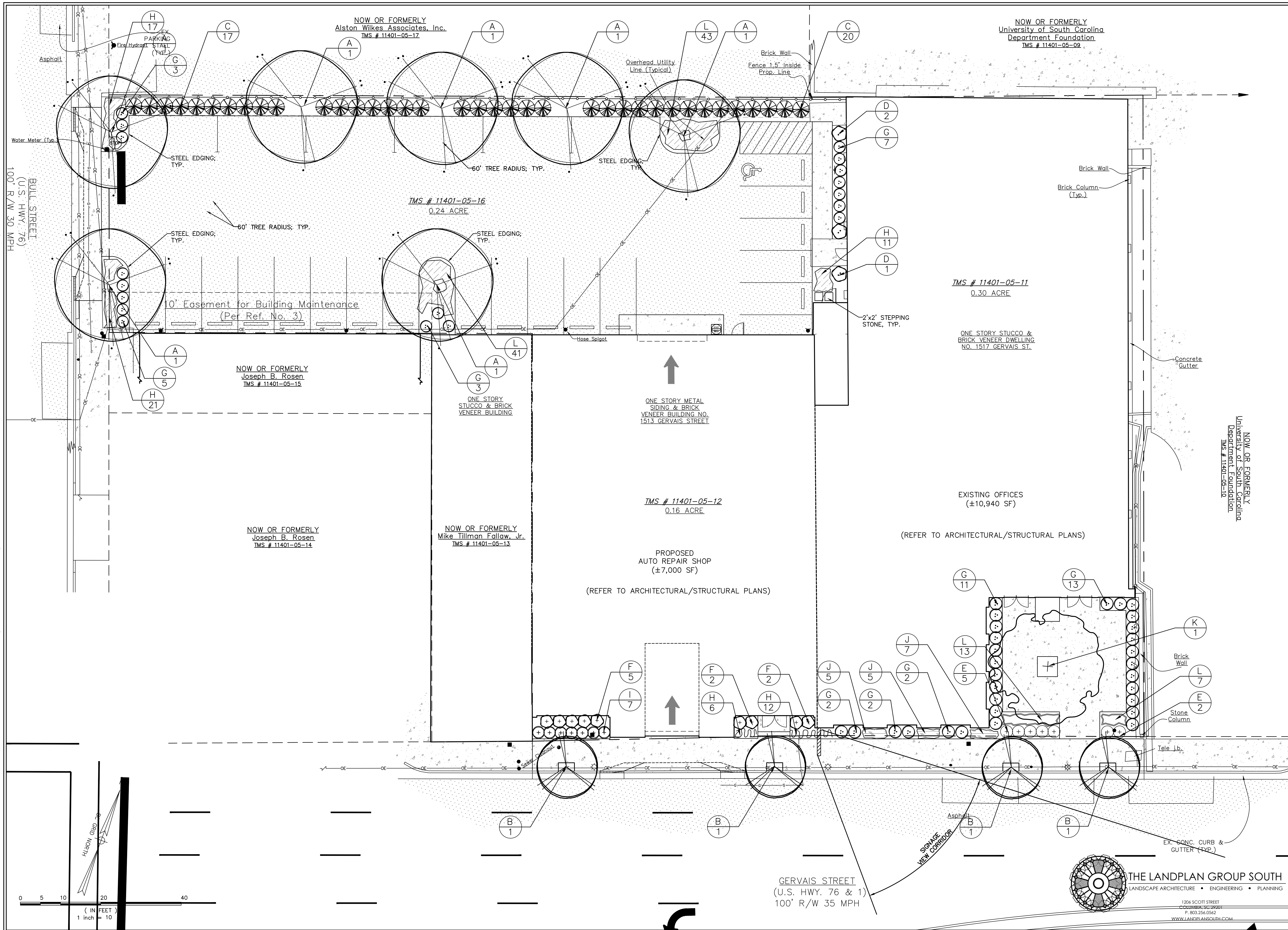
Packet Pg. 535



LANDSCAPE PLAN

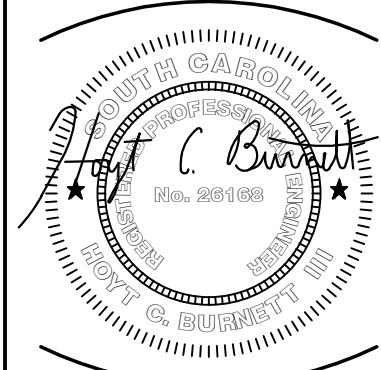
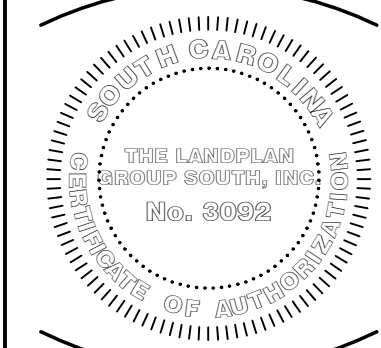
PERMIT REVIEW

Packet Pg. 537





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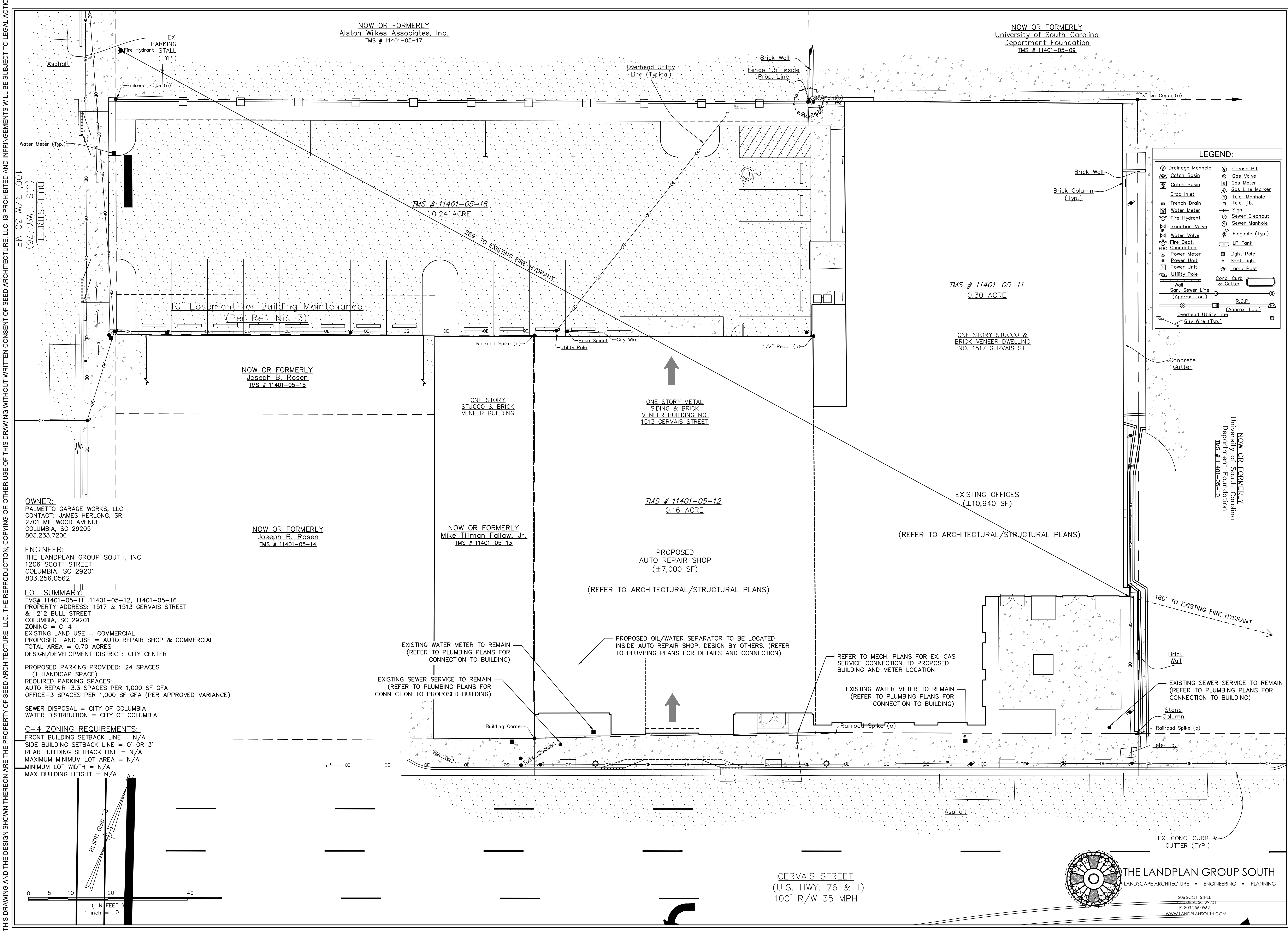


RENOVATION & ADDITION
PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201
UTILITY PLAN (WATER/SEWER)
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

C8.0
JOB # XXXXX/LPGS#1026
DATE 10/30/20

REVISIONS
3/16/21 Per SCDOT



OWNER:
PALMETTO GARAGE WORKS, LLC
CONTACT: JAMES HERLONG, SR.
2701 MILLWOOD AVENUE
COLUMBIA, SC 29205
803.233.7206

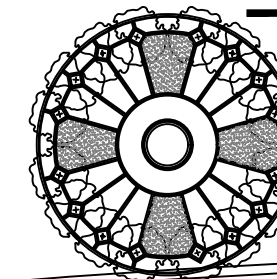
ENGINEER:
THE LANDPLAN GROUP SOUTH, INC.
1206 SCOTT STREET
COLUMBIA, SC 29201
803.256.0562

LOT SUMMARY:
TMS# 11401-05-11, 11401-05-12, 11401-05-16
PROPERTY ADDRESS: 1517 & 1513 GERVAIS STREET
& 1212 BULL STREET
COLUMBIA, SC 29201
ZONING = C-4
EXISTING LAND USE = COMMERCIAL
PROPOSED LAND USE = AUTO REPAIR SHOP & COMMERCIAL
TOTAL AREA = 0.70 ACRES
DESIGN/DEVELOPMENT DISTRICT: CITY CENTER

PROPOSED PARKING PROVIDED: 24 SPACES
(1 HANDICAP SPACE)
REQUIRED PARKING SPACES:
AUTO REPAIR-3.3 SPACES PER 1,000 SF GFA
OFFICE-3 SPACES PER 1,000 SF GFA (PER APPROVED VARIANCE)

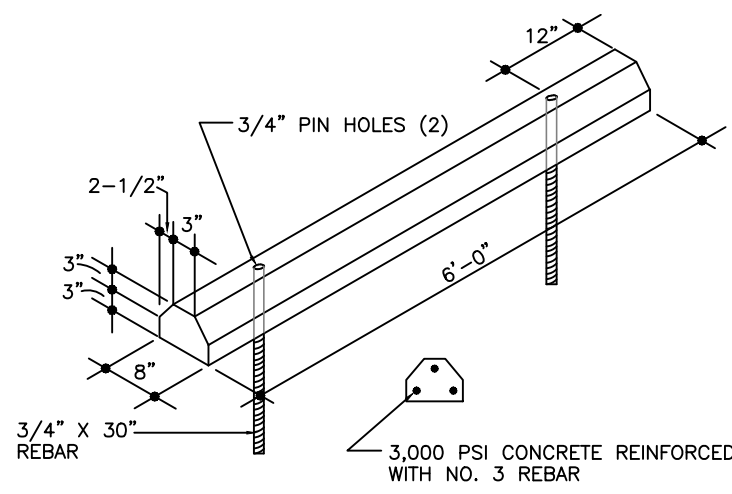
SEWER DISPOSAL = CITY OF COLUMBIA
WATER DISTRIBUTION = CITY OF COLUMBIA

C-4 ZONING REQUIREMENTS:
FRONT BUILDING SETBACK LINE = N/A
SIDE BUILDING SETBACK LINE = 0' OR 3'
REAR BUILDING SETBACK LINE = N/A
MAXIMUM MINIMUM LOT AREA = N/A
MINIMUM LOT WIDTH = N/A
MAX BUILDING HEIGHT = N/A

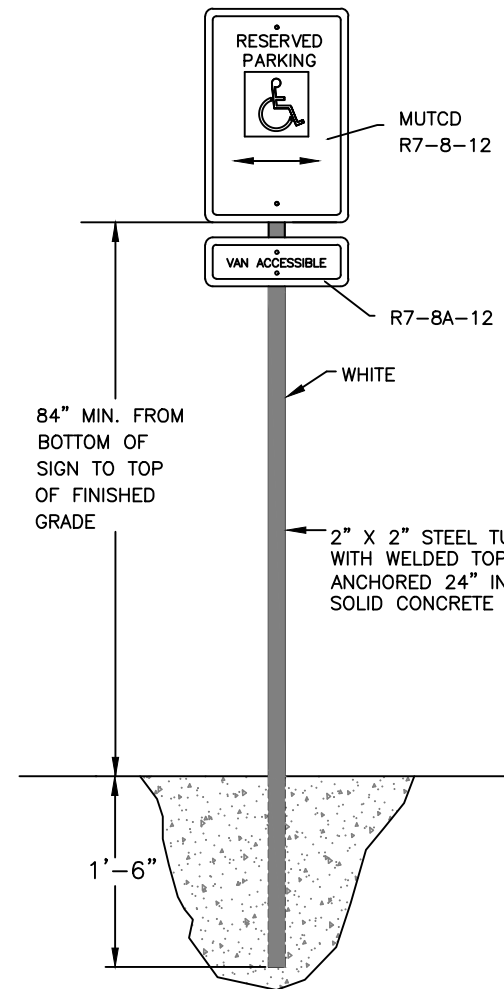


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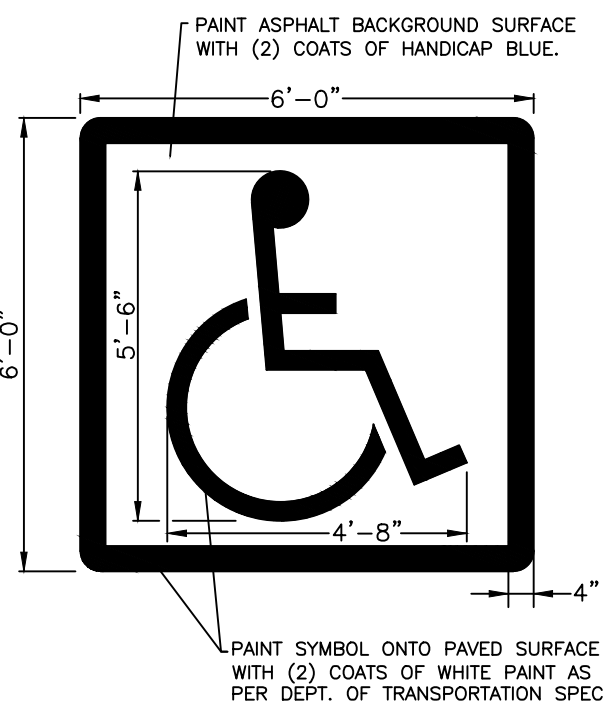
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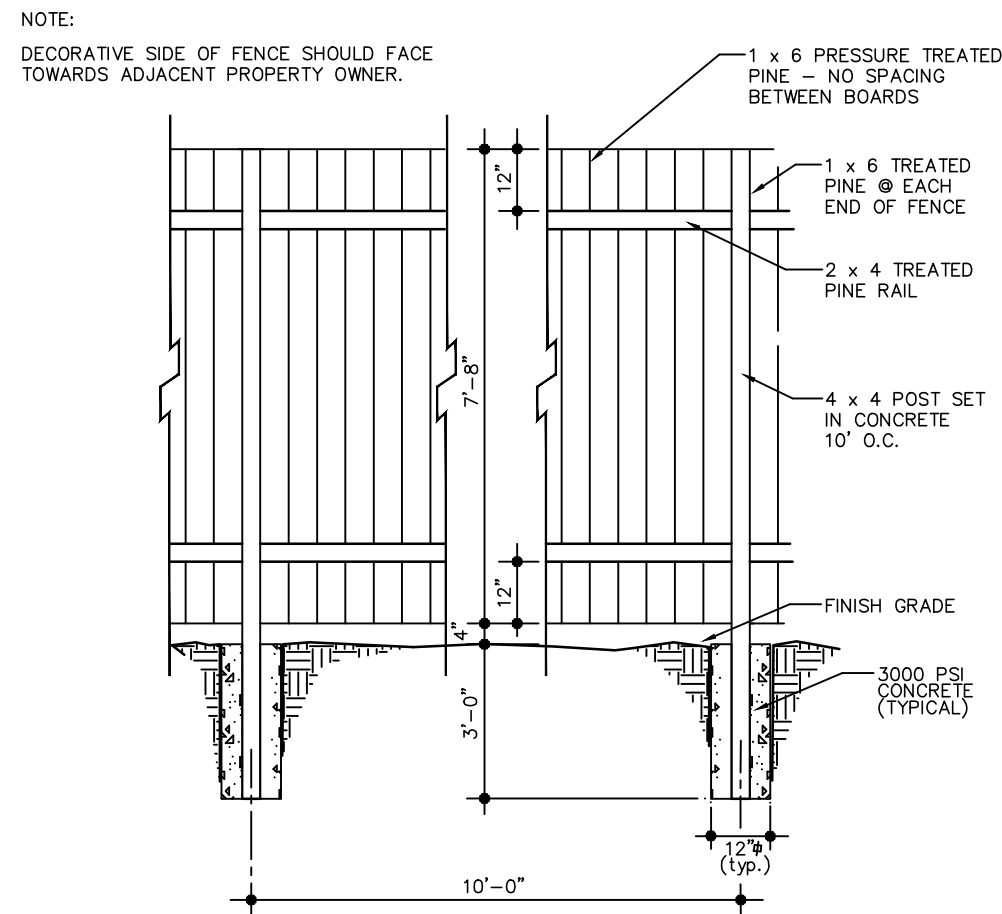
CONCRETE PARKING BLOCK DETAIL
NOT TO SCALE



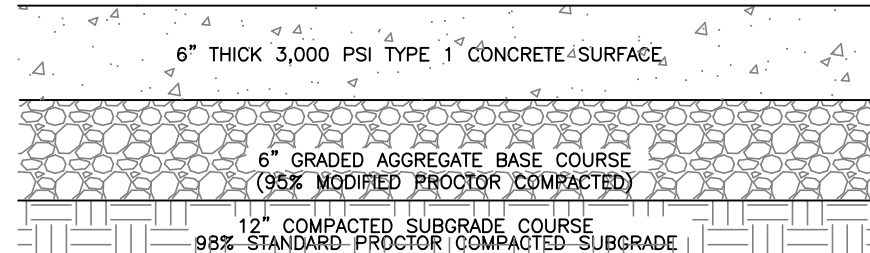
ADA SIGN DETAIL
NOT TO SCALE



ADA PARKING SYMBOL DETAIL
NOT TO SCALE

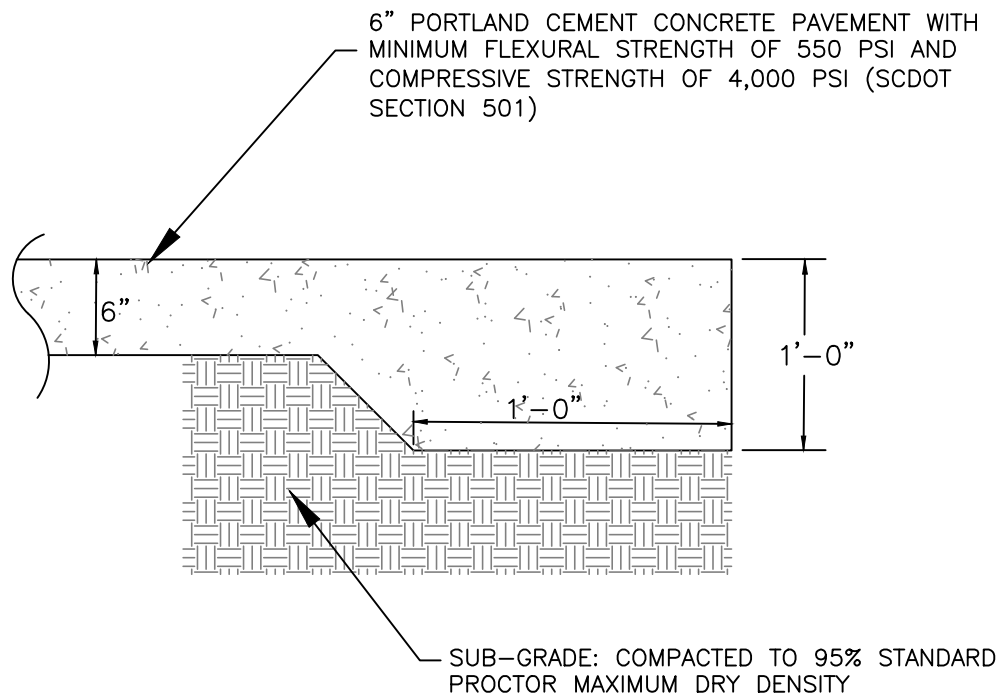


8' TALL WOOD SCREEN FENCE DETAIL
NOT TO SCALE

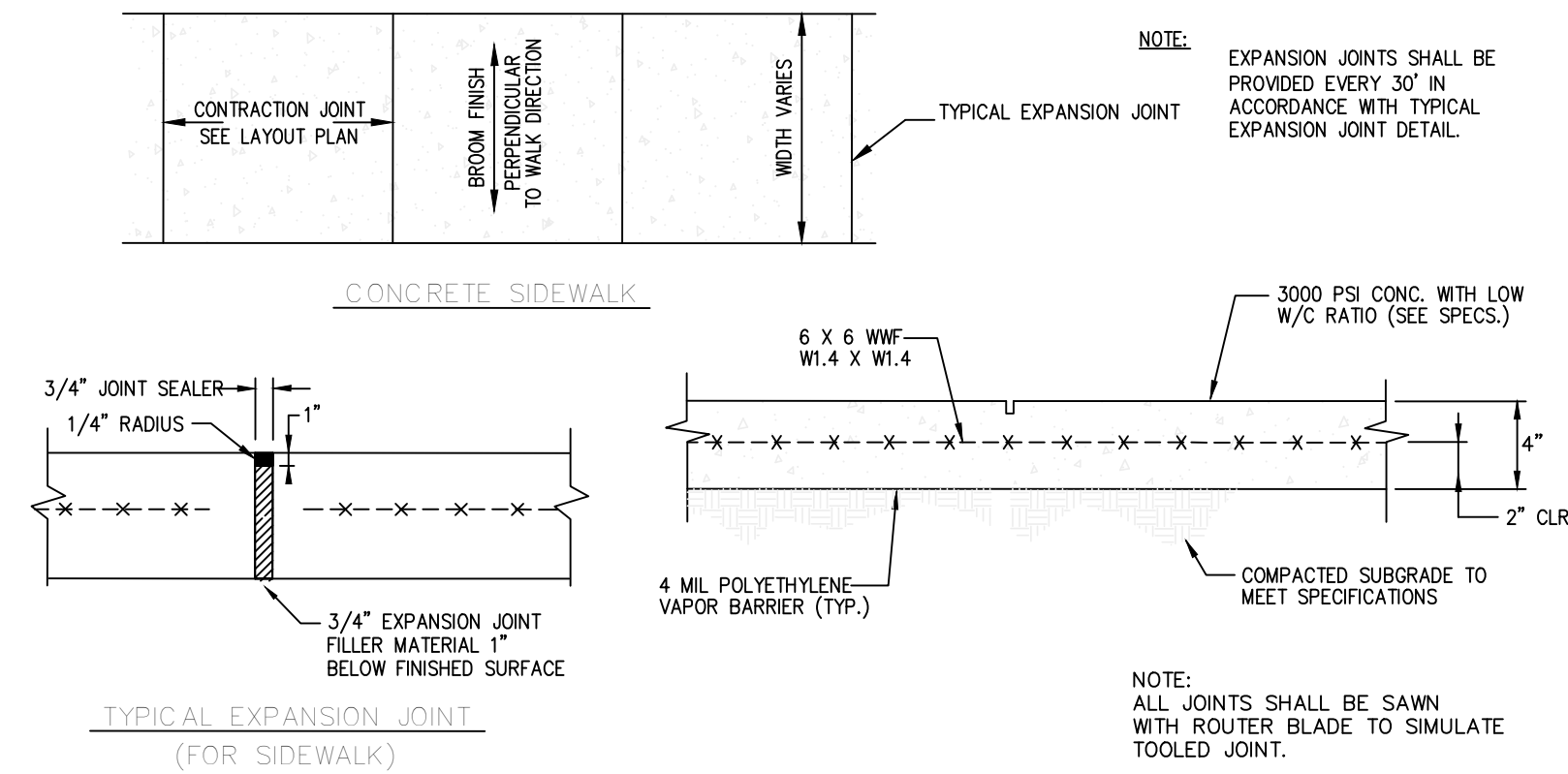


- NOTE:
1. ALL SECTIONS SHALL MEET SCDOT STANDARD SPECIFICATIONS.
 2. ALL CONCRETE JOINTS TO MEET ACI STANDARDS

CONCRETE PAVEMENT SECTION (DRIVEWAY ACCESS WITHIN SCDOT RW)
NOT TO SCALE

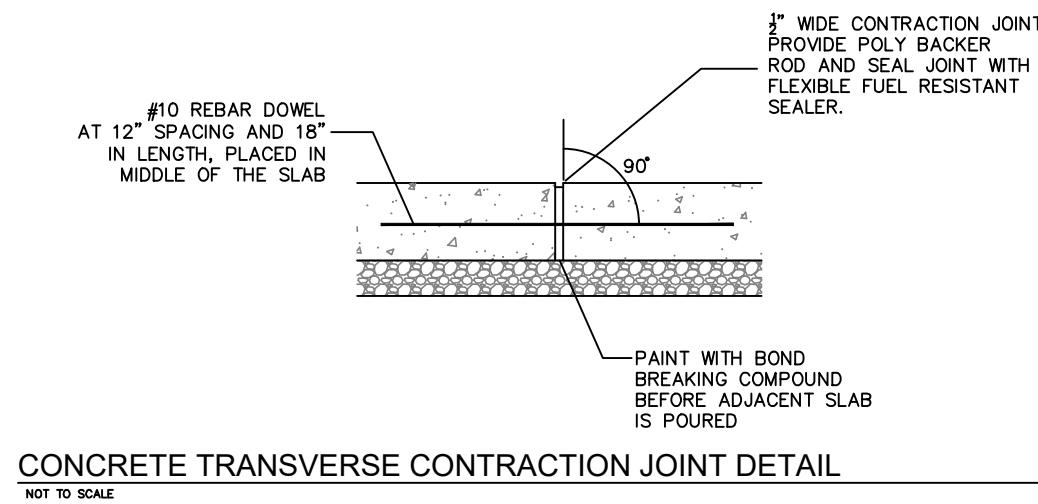


CONCRETE KEY DETAIL
NOT TO SCALE

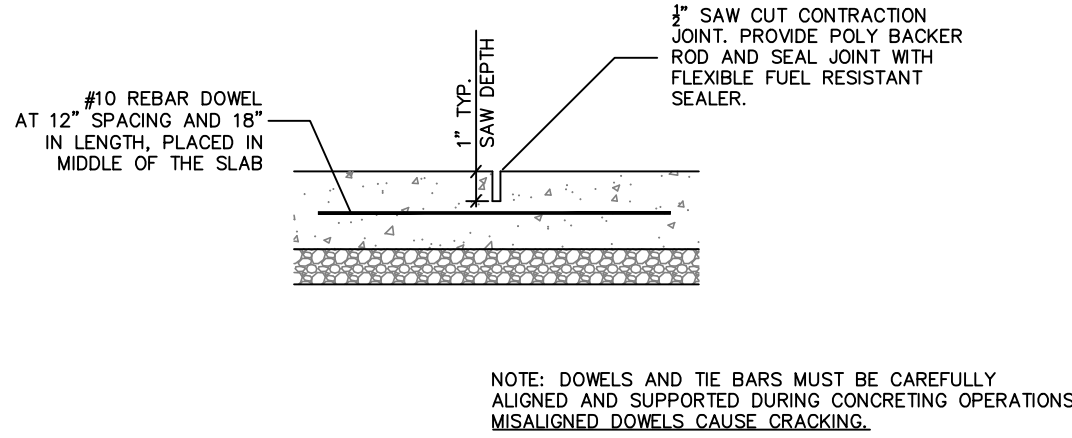


- NOTE:
1. CONCRETE SCORING 5' O.C. AND EXPANSION JOINTS AT 30' O.C.
 2. SIDEWALK CROSS SLOPE BE NO STEEPER THAN 1:48 AND SHALL MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (SECTION 403.3)
 3. ALL SECTIONS SHALL MEET SCDOT STANDARD SPECIFICATIONS.
 4. ALL CONCRETE JOINTS TO MEET ACI STANDARDS

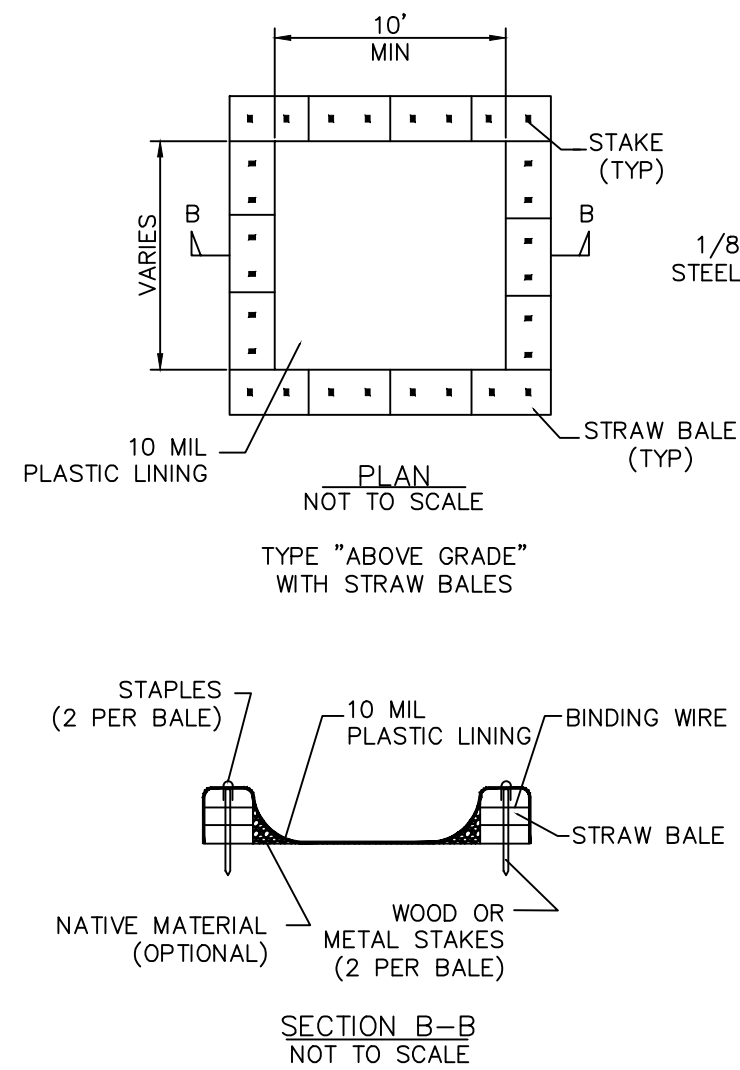
SIDEWALK DETAIL
NOT TO SCALE



CONCRETE TRANSVERSE CONTRACTION JOINT DETAIL
NOT TO SCALE

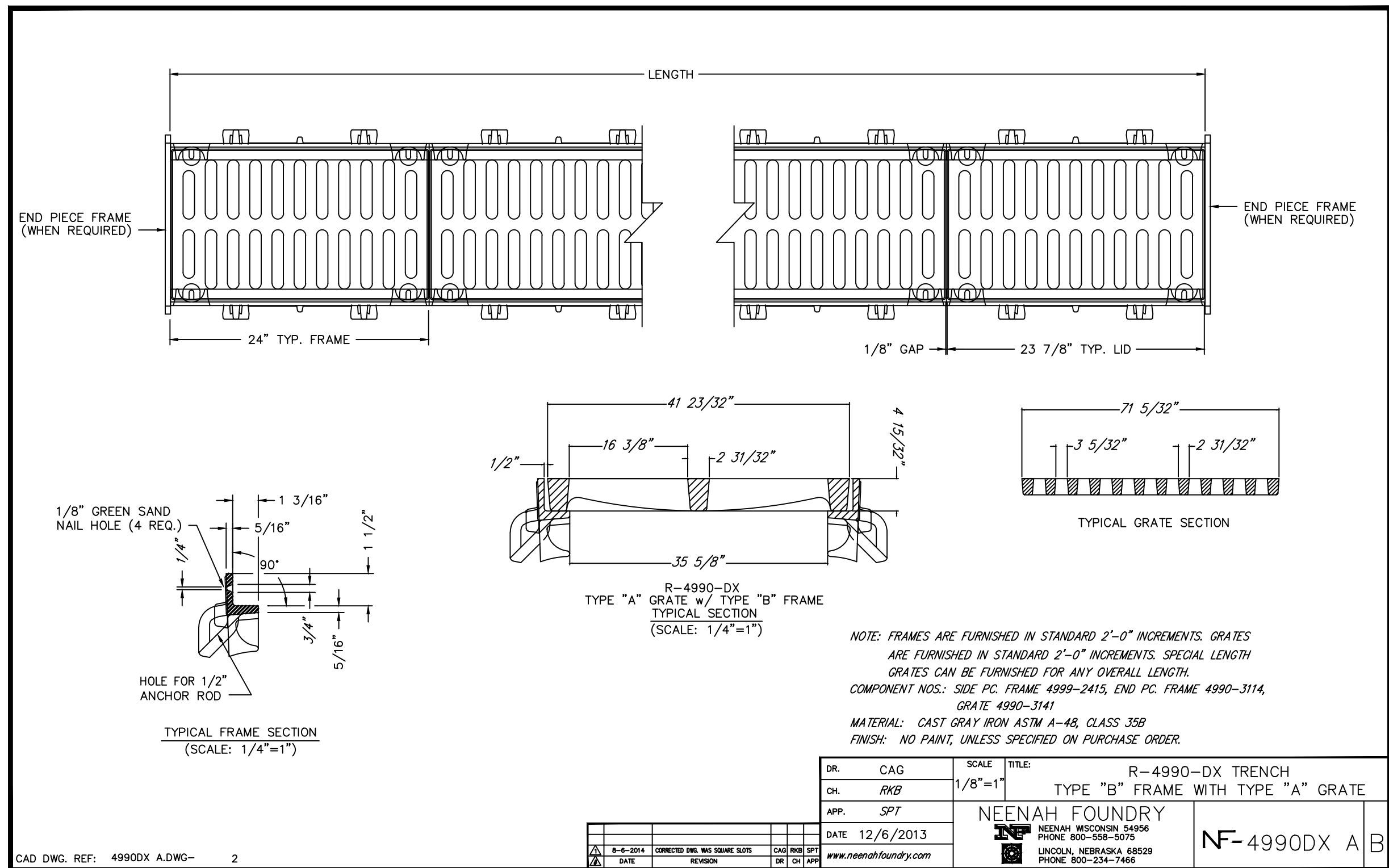


CONCRETE LONGITUDINAL SAW JOINT DETAIL
NOT TO SCALE



- NOTES
1. ACTUAL LOCATION SHOWN ON SHEET 5.
 2. ONLY CONCRETE FROM MIXER TRUCK CHUTES SHOULD BE WASHED INTO CONCRETE WASHOUT AREA.
 3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
 4. ONCE CONCRETE WASTES ARE WASHED INTO THE WASHOUT AREA AND ALLOWED TO HARDEN, THE CONCRETE SHOULD BE BROKEN UP, REMOVED, AND DISPOSED OF PER WM-5, SOLID WASTE MANAGEMENT.
 5. WASHOUT AREAS MUST BE CLEANED OUT WHEN IT IT 75% FULL.
 6. WHEN WASHOUT AREA IS NO LONGER NEEDED, MATERIALS USED TO CONSTRUCT THE WASHOUT AREA SHOULD BE REMOVED FROM THE SITE AND DISPOSED OF.
 7. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE CONCRETE WASHOUT AREA SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE WASHOUT AREA DETAIL (IF NECESSARY)
NOT TO SCALE

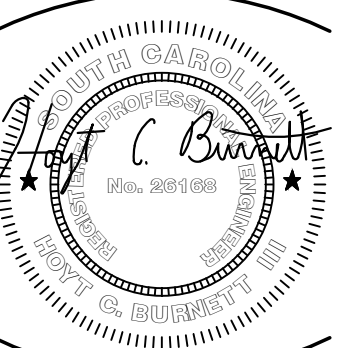
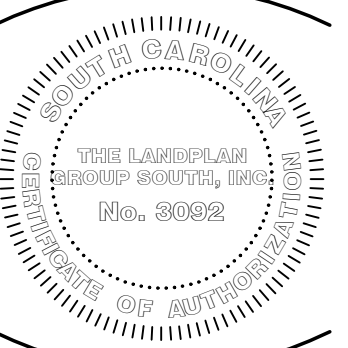


DR.	CAG	SCALE	1/8"=1'	TITLE	R-4990-DX TRENCH
CH.	AKB				TYPE "B" FRAME WITH TYPE "A" GRATE
APP.	SPT				
DATE	12/6/2013				
DATE					

NEENAH FOUNDRY	NF-4990DX A B
PHONE: 800-558-5075	
UNION, NEBRASKA 68529	
PHONE: 800-234-7466	



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RENOVATION & ADDITION
PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201

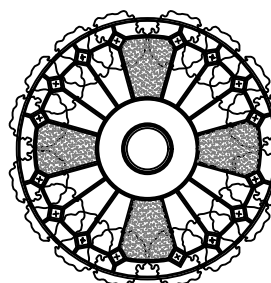
SITE DETAILS
PERMIT REVIEW
DOCUMENTS

PROJECT SHEET

C9.0
JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

DATE



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COLUMBIA, SC 29201
P. 803.256.0562
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SILT FENCE — POST REQUIREMENTS

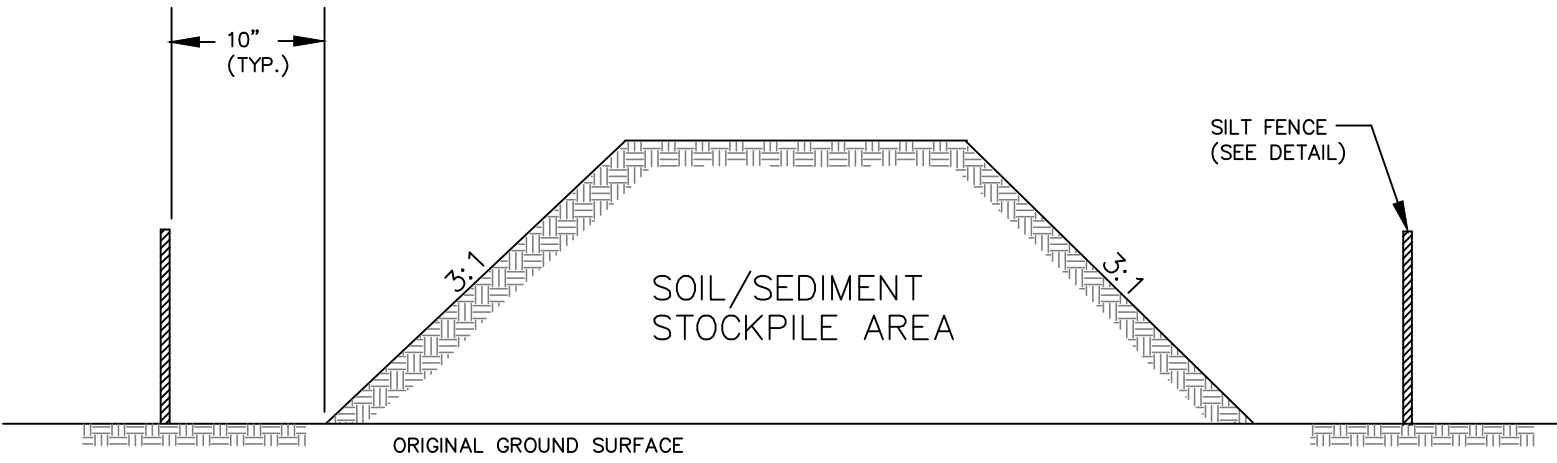
- Silt Fence posts must be 48-inch long steel posts that meet, at a minimum, the following physical characteristics:
 - Composed of a high strength steel with a minimum yield strength of 50,000 psi.
 - Include a standard "T" section with a nominal face width of 1.38-inches and a nominal "T" length of 1.48-inches.
 - Weigh 1.25 pounds per foot (± 8%)
- Posts shall be equipped with projections to aid in fastening of filter fabric.
- Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17-square inches and be composed of 15 gauge steel, at a minimum. The metal soil stabilization plate should be completely buried.
- Install posts to a minimum of 24-inches. A minimum height of 1- to 2-inches above the fabric shall be maintained, and a maximum height of 3 feet shall be maintained above the ground.
- Post spacing shall be at a maximum of 6-feet on center.

SILT FENCE — FABRIC REQUIREMENTS

- Silt fence must be composed of woven geotextile filter fabric that consists of the following requirements:
 - Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability relative to each other;
 - Free of any treatment or coating which might adversely alter its physical properties after installation;
 - Free of any defects or flaws that significantly affect its physical and/or filtering properties; and,
 - Have a minimum width of 36-inches.
- Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.
- 12-inches of the fabric should be placed within excavated trench and toed in when the trench is backfilled.
- Filter Fabric shall be purchased in continuous rolls and cut to the length of the barrier to avoid joints.
- Filter Fabric shall be installed at a minimum of 24-inches above the ground.

TEMPORARY SILT FENCE DETAIL

NOT TO SCALE



NOTES:

- SILT FENCE TO EXTEND AROUND ENTIRE PERIMETER OF STOCKPILE, OR IF STOCKPILE AREA IS LOCATED ON/NEAR A SLOPE THE SILT FENCE IS TO EXTEND ALONG CONTOURS OF THE DOWN-GRADIENT AREA.
- IF STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, TEMPORARY STABILIZATION MEASURES MUST BE IMPLEMENTED.
- SILT FENCE SHALL BE MAINTAINED UNTIL STOCKPILE AREA HAS EITHER BEEN REMOVED OR PERMANENTLY STABILIZED.
- THE KEY TO FUNCTIONAL TEMPORARY STOCKPILE AREAS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

TEMPORARY STOCKPILE AREA DETAIL (IF APPLICABLE)

NOT TO SCALE

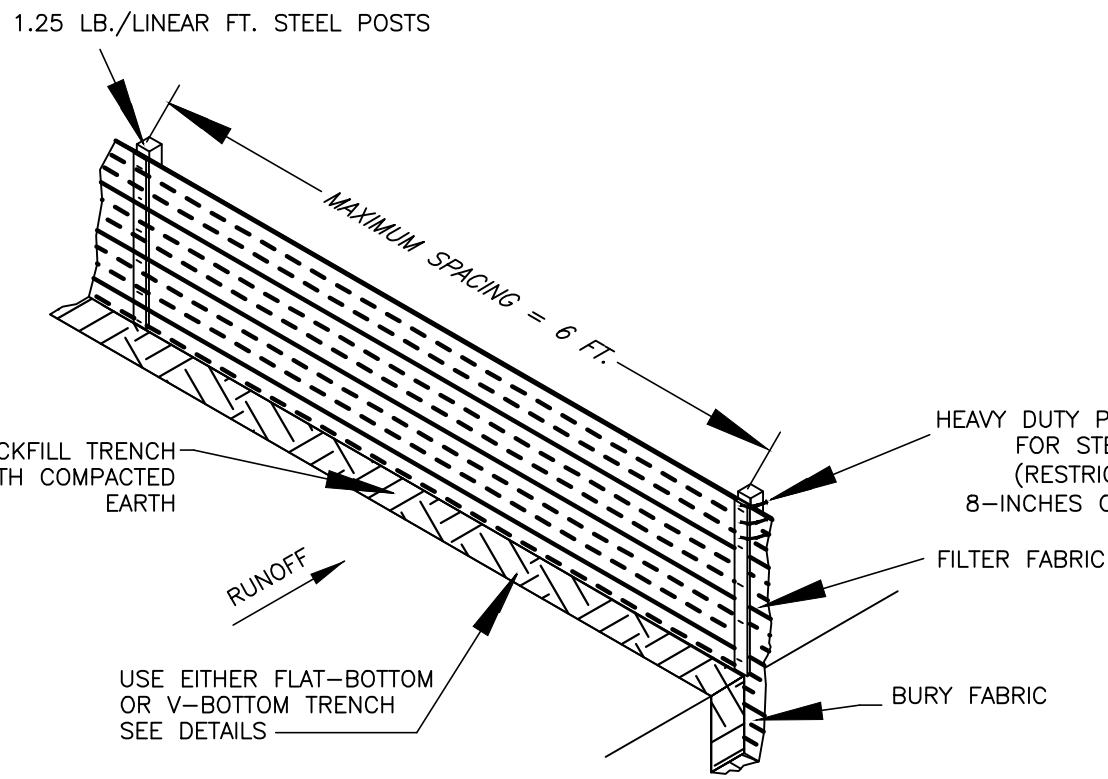
SILT FENCE — INSPECTION & MAINTENANCE

- The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the silt fence.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Check for areas where stormwater runoff has eroded a channel beneath the silt fence, or where the fence has sagged or collapsed due to runoff overtopping the silt fence. Install checks/tie-backs and/or reinstall silt fence, as necessary.
- Check for tears within the silt fence, areas where silt fence has begun to decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.
- Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.

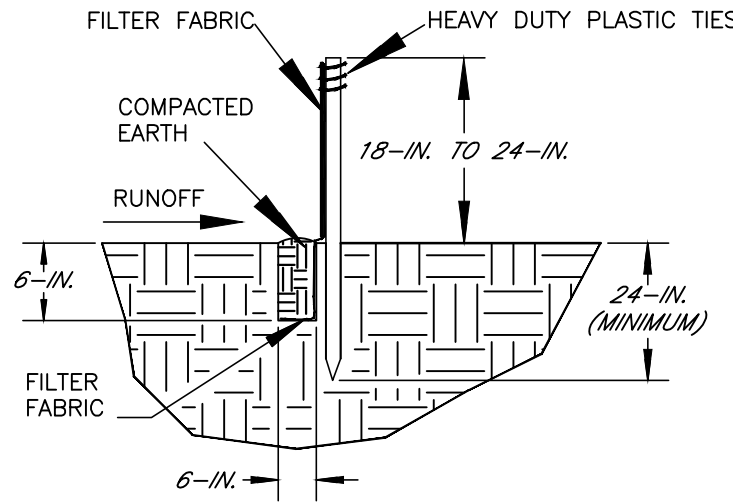
SILT FENCE — GENERAL NOTES

- Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should not be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs.
- Maximum sheet or overland flow path length to the silt fence shall be 100-feet.
- Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.
- Silt fence joints, when necessary, shall be completed by one of the following options:
 - Wrap each fabric together at a support post with both ends fastened to the post, with a 1-foot minimum overlap;
 - Overlap silt fence by installing 3-feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy-duty plastic ties; or,
 - Overlap entire width of each silt fence roll from one support post to the next support post.
- Attach filter fabric to the steel posts using heavy-duty plastic ties that are evenly spaced within the top 8-inches of the fabric.
- Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanout.
- Install Silt Fence Checks (Tie-Backs) every 50-100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt fence.

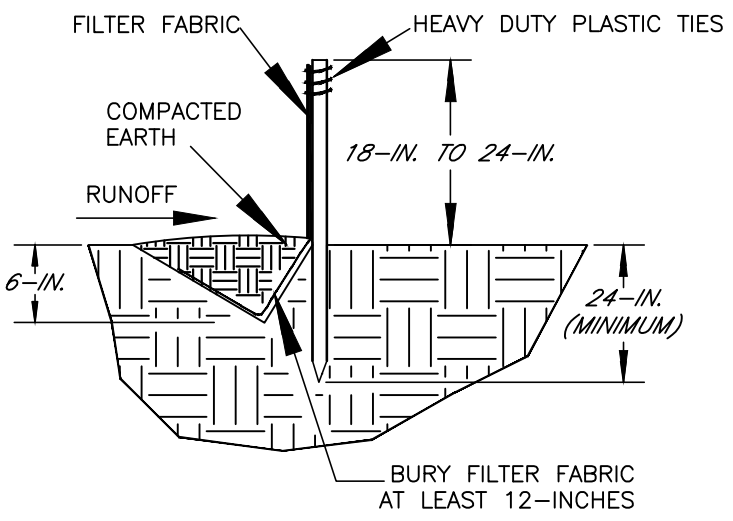
SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL

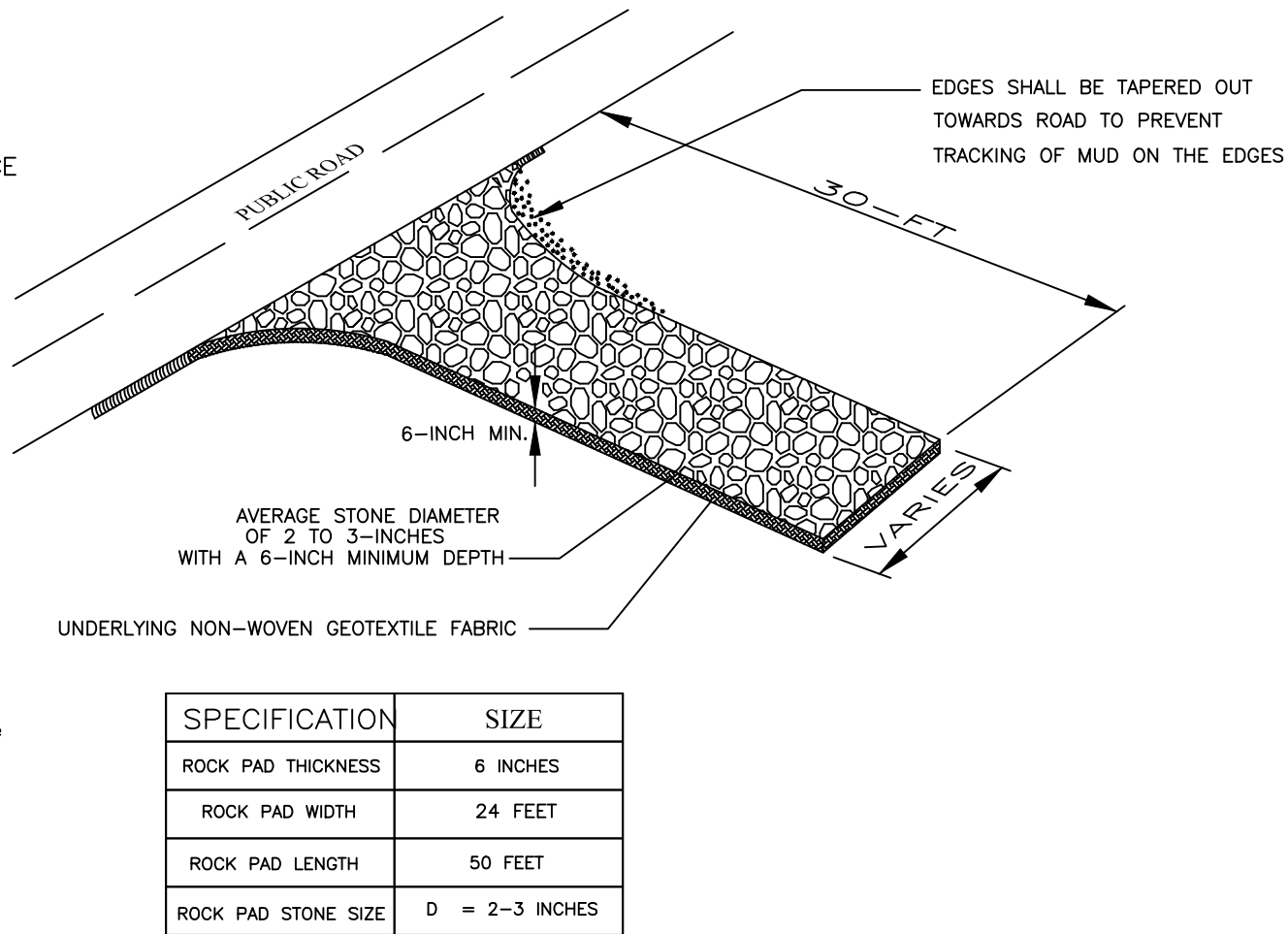


CONSTRUCTION ENTRANCE — GENERAL NOTES

- Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
- Install a non-woven geotextile fabric prior to placing any stone.
- Install a culvert pipe across the entrance when needed to provide positive drainage.
- The entrance shall consist of 2-inch to 3-inch D50 stone placed at a minimum depth of 6-inches.
- Minimum dimensions of the entrance shall be 24-feet wide by 100-feet long, and may be modified as necessary to accommodate site constraints.
- The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
- Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
- Limestone may not be used for the stone pad.

CONSTR. ENTRANCE — INSPECTION & MAINTENANCE

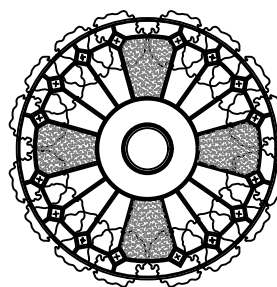
- The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
- Reshape the stone pad as necessary for drainage and runoff control.
- Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone pad.
- Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
- During maintenance activities, any broken pavement should be repaired immediately.
- Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post-construction.



SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	50 FEET
ROCK PAD STONE SIZE	D = 2-3 INCHES

CONSTRUCTION ENTRANCE DETAIL (IF APPLICABLE)

NOT TO SCALE



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DATE

RENOVATION & ADDITION

PROPOSED AUTO REPAIR SHOP

1517 GERVAIS STREET, COLUMBIA, SC 29201

SITE DETAILS

PERMIT REVIEW
DOCUMENTS

PROJECT

SHEET

C10.0

JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	QUERCUS PHELLOS	WILLOW OAK	7	4" CAL.	AS SHOWN
B	ACER PALMATUM	JAPANESE MAPLE (SPIECES)	4	3" CAL.	AS SHOWN
C	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI PODOCARPUS	42	3 GAL.	AS SHOWN
D	LOROPETALUM CHINENSE 'RUBRUM'	CHINESE FRINGE FLOWER	3	3 GAL.	AS SHOWN
E	BUXUS MICROPHYLLUS 'WINTER GEM'	WINTER GEM BOXWOOD	7	3 GAL.	AS SHOWN
F	DISTYLUM 'VINTAGE JADE'	VINTAGE JADE DISTYLUM	26	3 GAL.	AS SHOWN
G	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	15	3 GAL.	AS SHOWN
H	TULBAGHIA VIOLACEA	SOCIETY GARLIC	67	4" POT	18" O.C.
I	LOROPETALUM 'PURPLE PIXIE'	PURPLE PIXIE LOROPETALUM	7	3 GAL.	AS SHOWN
J	HEMEROCALLIS 'STELLA D ORO'	STELLA D' ORO DAYLILY	17	4" POT	18" O.C.
K	ULMUS PARVIFOLIA 'ALLEE'	ALLEE CHINESE ELM	1	3" CAL.	AS SHOWN
L	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LIRIOPE	104	4" POT	18" O.C.
	DOUBLE HAMMERED HARDWOOD MULCH	DOUBLE HAMMERED HARDWOOD MULCH	3" MIN. DEPTH		

PROPOSED TREES TO BE PLANTED:
7 - 4" TREES AT 2 UNITS = 14 UNITS
1 - 3" TREE AT 1.5 UNITS = 1.5 UNITS
4 - 3" TREES AT 1.5 UNITS = 6 UNITS
21.5 PROPOSED UNITS

DENSITY FACTOR:
30 UNITS PER ACRE
0.7 ACRE SITE X 30 UNITS = 21 DFS REQUIRED
21 DFS + 0 (GRAND TREE REPLACEMENT) = 21 UNITS REQUIRED ON SITE.
21.5 PLANTED CREDITS - 21 UNITS REQUIRED = 0.5 UNITS OVER REQUIREMENT

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 1-800-922-0983

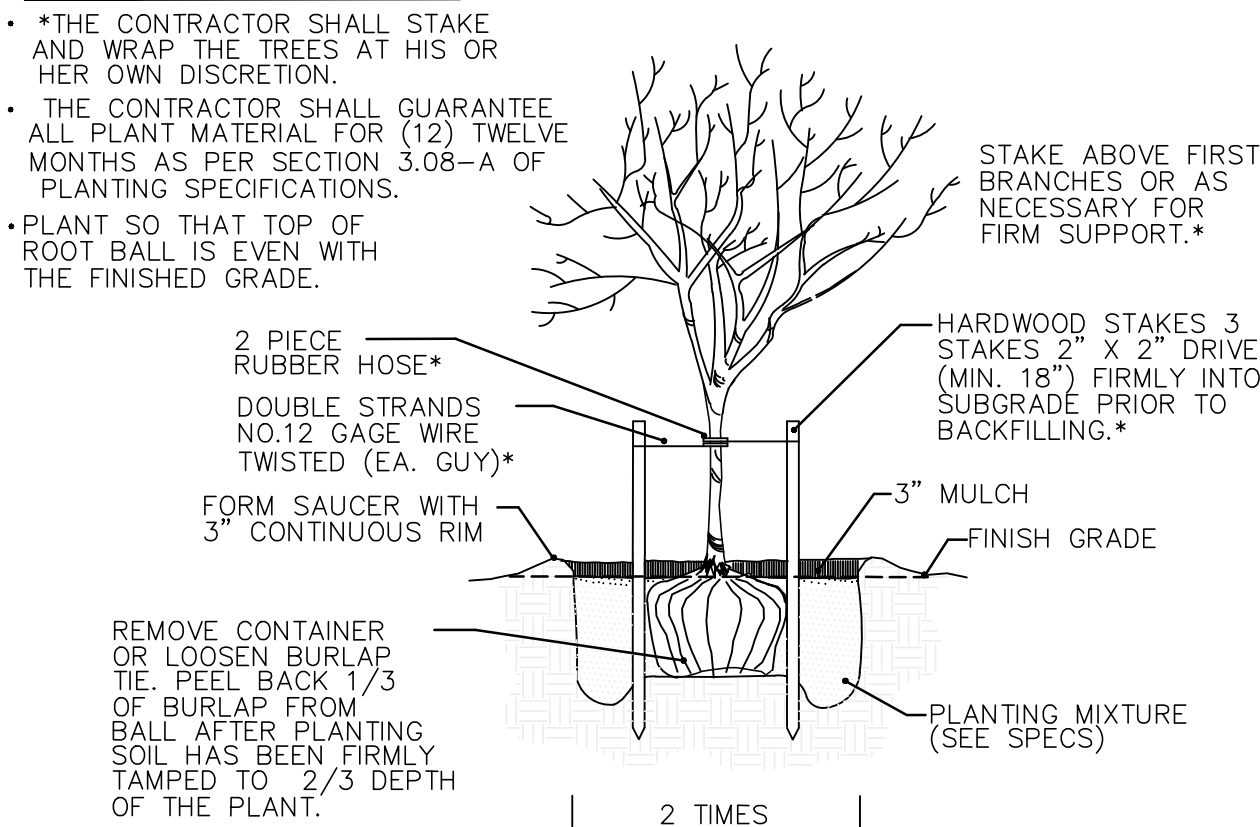
Ⓢ PLANT KEY
QUANTITY

UNDERGROUND LOCATORS.
CONTRACTOR SHALL CONTACT
THE UNDERGROUND LOCATORS
EVERY 10 DAYS FOR AN UPDATE
TO UTILITY LOCATIONS.



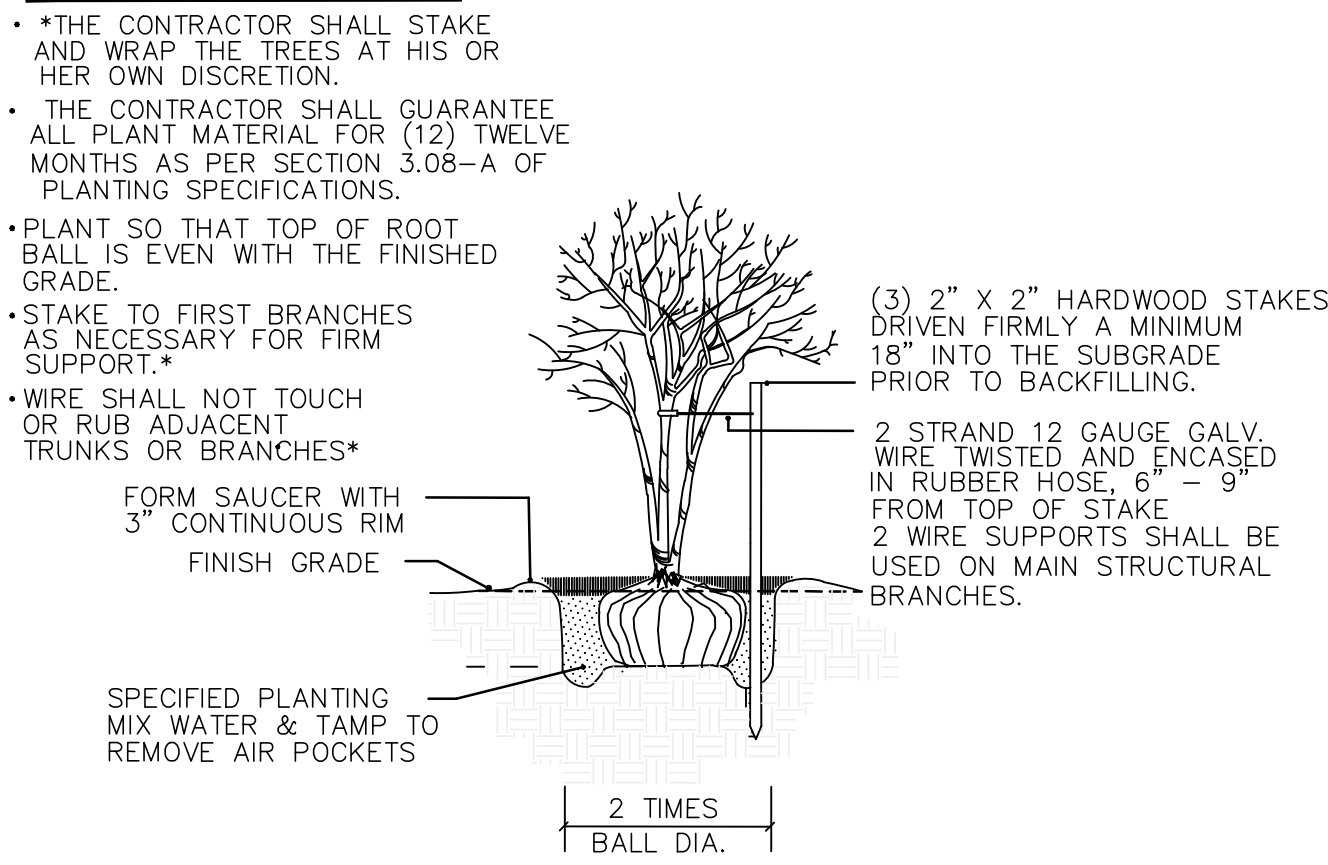
PLANT DETAILS

NOTE:



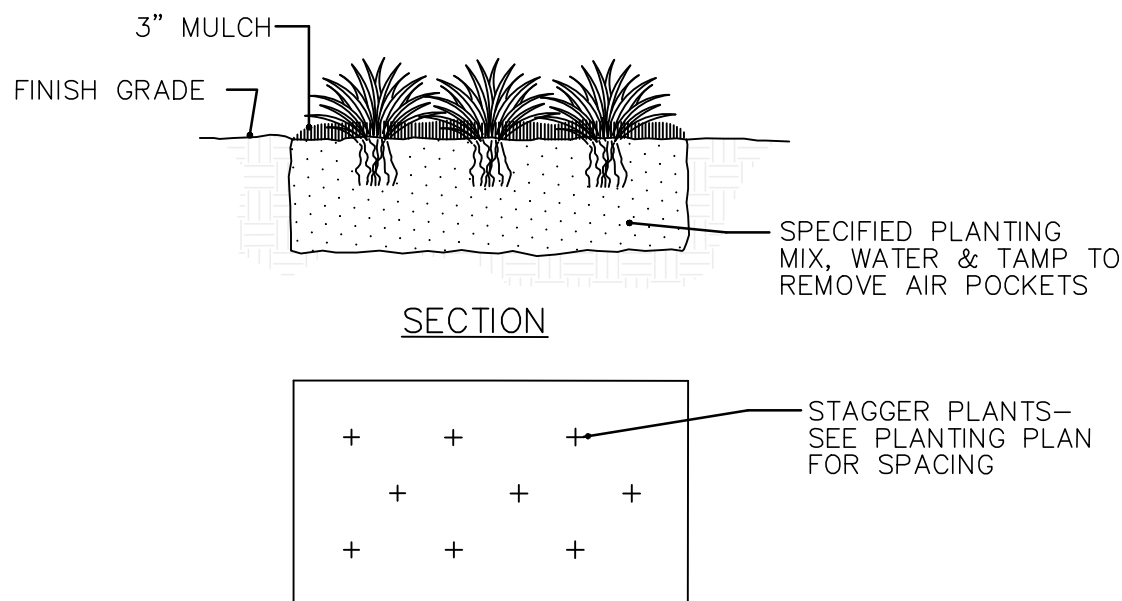
LARGE TREE PLANTING AND STAKING DETAIL
not to scale

NOTE:

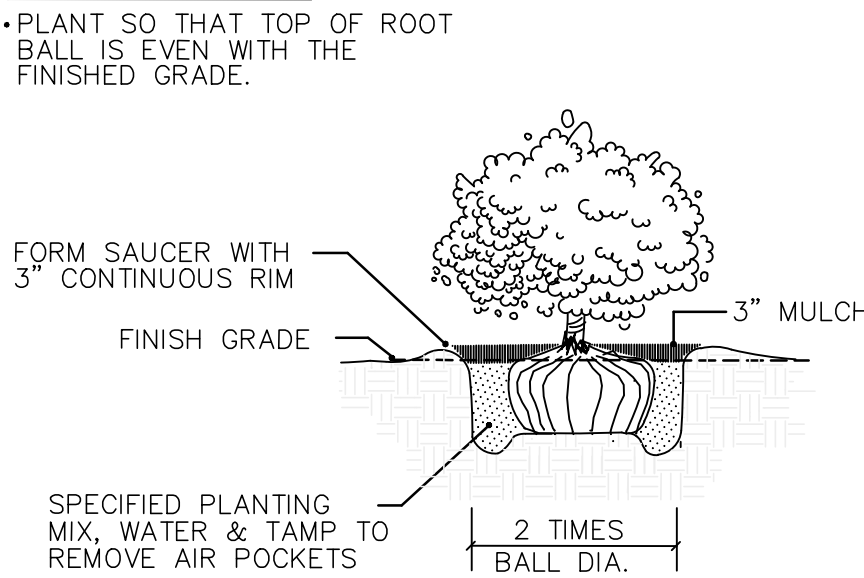


SMALL & MULTI-TRUNK TREE PLANTING & STAKING DETAIL
not to scale

NOTE: ENTIRE PLANTING BED SHALL BE TILLED AND PREPARED AS SPECIFIED.



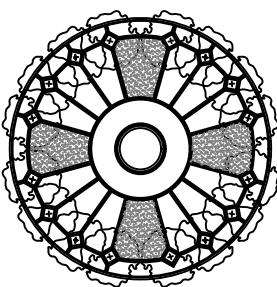
NOTE:



SHRUB PLANTING DETAIL
not to scale

GENERAL NOTES

1. QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
2. ALL AREAS NOT COVERED BY CONSTRUCTION OR PLANT BED AREAS, SHALL BE PLACED IN SOD TURF OR HYDROSEED.
3. ALL SHRUBS AND TREES TO BE MECHANICALLY IRRIGATED.
4. ALL NEW PLANTINGS WILL BE MECHANICALLY IRRIGATED, CONTRACTOR SHALL SUPPLY SHOP DRAWINGS.
5. STEEL EDGING TO BE BORDER CONCEPTS "BORDER STRETCH" IN BLACK OR APPROVED EQUAL.
BORDER CONCEPTS- WWW.BORDERCONCEPTS.COM 800-845-3343



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RENOVATION & ADDITION

PROPOSED AUTO REPAIR SHOP

1517 GERVAIS STREET, COLUMBIA, SC 29201

SITE DETAILS
PERMIT REVIEW
DOCUMENTS

PROJECT SHEET

C11.0
JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

DATE

ORDINANCE NO.: 2021-095

Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09

WHEREAS, Catawba Apartments, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 900 block of Catawba Street and the 300 block of Lincoln Street adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width seven hundred seventy (770') feet in length, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along

the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Off-street parking spaces may be metered by Parking Services.

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

Requested by:

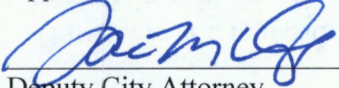
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-094**



**900 BLOCK OF CATAWBA STREET AND THE 300 BLOCK OF LINCOLN STREET
ADJACENT TO 919 CATAWBA STREET
SIDEWALKS, CROSSWALKS, CONCRETE MEDIAN, SIGNAGE, LANDSCAPING,
IRRIGATION, ON-STREET PARKING AND OTHER PEDESTRIAN
IMPROVEMENTS**

Subject Property:	Right-of-way adjacent to building under construction at 919 Catawba Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements
Applicant:	Catawba Apartments, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width seven hundred seventy (770') feet in length, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Off-street parking spaces may be metered by Parking Services.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street	Recommend approval.

Division	
Denny Daniels, Columbia Water Engineering	Recommend approval.
Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

Thursday, November 4, 2021



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

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: June 4, 2021 Property Owner: See attached property owner list
 Applicant's Name if different from Property Owner: Catawba Apartments, LLC (Curtis Burnett)
 Contact Information: Telephone Number: 832.209.1257 Fax Number: _____
 Mailing address: 3411 Richmond Avenue, Suite 500 E-mail address: curtis.burnett@tdc-properties.com
 Business Name/Development Name for Encroachment: The Lofts on Lincoln

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

Dimensions (height/width/length): Streetscape improvmenents along Catawba and Lincoln St. (Sidewalks, Parallel (i.e. 6'x42' wooden privacy fence; Parking Spaces, Street Trees, Landscaping); 2 24' Driveway Connections (One two 12'x4'x3' concrete steps) on Lincoln St. & One on Catawba St.); Water & Sewer Connections; Storm Outfa

Construction material: (See attached construction drawings for various materials)

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

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A No. of chairs outdoors: N/A No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

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

Name/Title: _____
 Date: _____

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

Curtis Burnett, VP PREDEVELOPMENT
 Name/Title: CURTIS BURNETT, VP PREDEVELOPMENT
 Date: 6/7/21

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Fanessa Pinckney
 Amy Moore
 Robert Harkins
 Denny Daniels
 Robert Anderson
 Robert Sweat
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 David Koon
 John David Spade
 LR: 7/2014

DEPARTMENT

Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Permits)
 Development Services (Historic Preservation)
 Development Services (Plans Review)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

PHONE

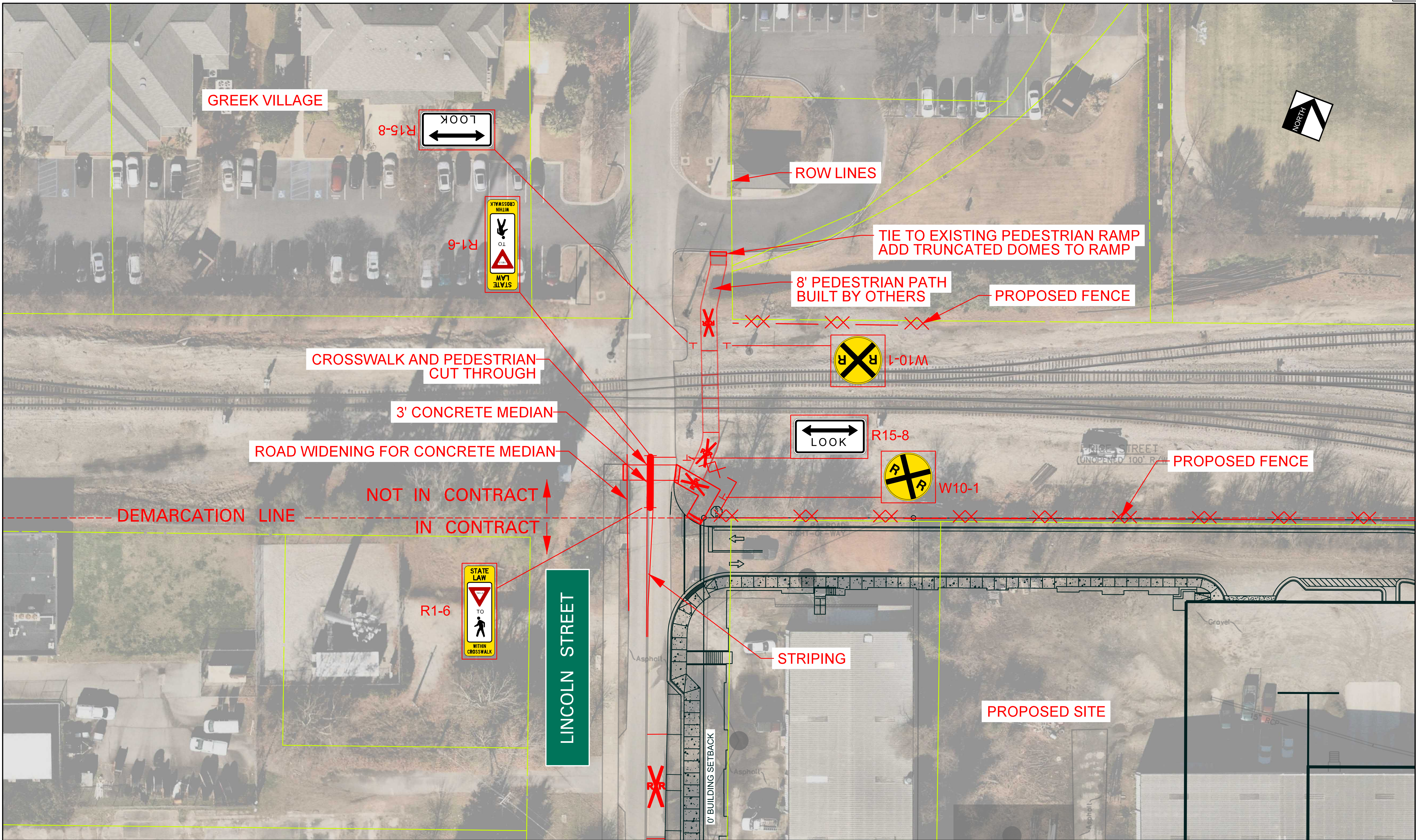
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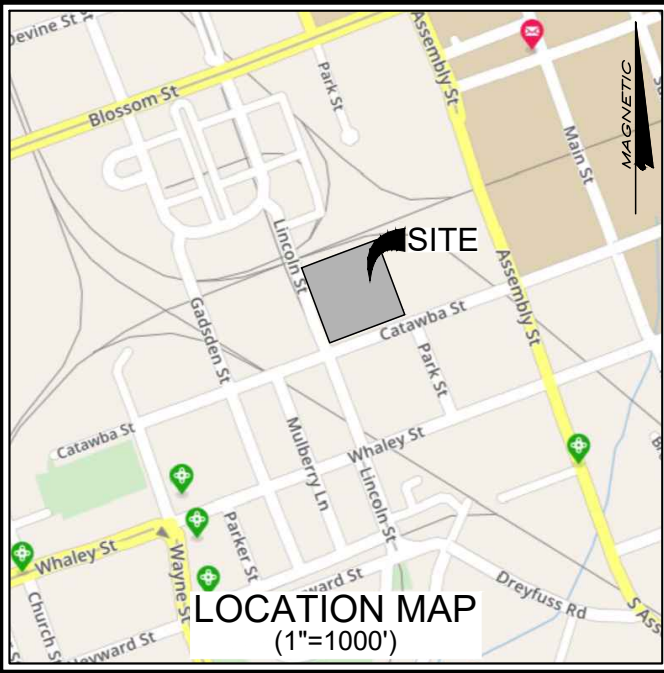
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 803-401-8839
 803-733-8523

E-MAIL

jechambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgswaatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdgkoon@columbiasc.net
 spade@columbiasc.net



[illegible]

1	3" TRIPLE HAMMERED HARDWOOD BARK MULCH IN ALL LANDSCAPE AREAS AND 2" IN JASMINE BEDS (TYP.)	2	IRRIGATION CONTROLLER LOCATION - CONTRACTOR SHALL COORDINATE WITH THE OWNER ON OPTIMAL LOCATION.	3	2' SOD STRIP
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THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR SPECIMEN TREES 2" CALIPER AND ABOVE, AS WELL AS CRAPE MYRTLES.

1. CHERRY LAKE TREE FARM (800)429-2171
2. SHADY GROVE NURSERIES (800)849-5723
3. SELECT TREES, INC. (800)486-7353
4. BOLD SPRINGS NURSERY (478)783-4975
5. LONG BRANCH NURSERY (803)695-0588

***TREES WILL NOT BE ACCEPTED FROM ANY OTHER NURSERIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT. CONTACT LANDSCAPE ARCHITECT FOR UPDATED LIST OF APPROVED NURSERIES AS QUALIFIED NURSERIES MAY BE ADDED IF NECESSARY.**

*IN THE PLANT SCHEDULE, PLANTS NOTED AS 'SPECIMEN' SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY.

CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF THE PROPOSED SPECIMEN TREES TO THE LANDSCAPE ARCHITECT FOR ACCEPTANCE OR REJECTION PRIOR TO PURCHASE. PHOTOGRAPHS SHOULD CLEARLY SHOW THE OVERALL SHAPE AND FORM OF THE TREE (INCLUDE MEASURING STICK), THE BARK, A STRONG CENTRAL LEADER, BRANCHING HABIT AND LEAVES.

"TREES THAT ARE ANTICIPATED TO BE INSTALLED FROM MAY 1 THROUGH SEPTEMBER 30 SHALL BE CONTAINER GROWN BY THE NURSERY. IF CONTAINERIZED TREES ARE NOT AVAILABLE THE TREES SHALL BE PRE-DUG AND HARDENED OFF FOR A MINIMUM OF 3 MONTHS PRIOR TO PLANTING. PRE-DUG TREES SHALL EXHIBIT VIGOROUS FIBROUS ROOT SYSTEM GROWTH PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT."

A. Topsoil:

- i. Natural, clean, porous, good characteristic of productive soil in vicinity. It shall be reasonably free of stones larger than 1 inch, clay lumps, roots, toxic substances, debris, and other foreign matter harmful to plants.
- ii. Shall consist of not less than 10 percent nor more than 40 percent organic matter by volume as determined by the loss on ignition of samples of material at constant weight at 212°F. for 16 hours. Amended and imported topsoil shall contain weight of 6.0 to 7.5
- iii. Composition of soil passing No. 10 Sieve:
 - a. 100 percent sand
 - b. 0 percent silt
 - c. 0 percent clay
- iv. 0 to 10 percent
- v. 0 to 75 percent
- vi. 0 to 40 percent
- vii. 0 to 10 percent
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1. Tree Survey Provided Tree Density Factor (DPS): Site size: 4.00 acres Minimum DPS requirement: 30 units/acre = 4 acres x 30 = 120 DPS Units required Existing Tree Credits = 0 Required replacement credits for Grand Trees removed = 0 Total required DPS units including replacement credits = 120 Total credits for proposed trees: 103 (SEE PLANT SCHEDULE) Total Units to be satisfied via payment-in-lieu: 15 Since the site is deficient in density units the developer is responsible for coordinating with the City of Columbia on the payment-in-lieu amount needed satisfying the DPS requirement.	4. Buffer Transition Yards (BTY): Not applicable. 5. Vehicular Surface Area (VSA): 21,800 SF proposed/2000 1 tree 3200 SF = 1.6x 21,800 = 73 trees required and provided Note: Shrubs, groundcover or turf shall be planted to maintain a minimum 60% coverage is achieved in the interior landscape areas. "All parking spaces shall be located no further than 4ft from the trunk of a shade tree "VSA shall be screened from view from adjacent R/W by an opaque screen of evergreen shrubs min. 2' height at planting 6. Screening of Tree Collection Areas and Utility Service Areas: Not applicable.
3. Street Protective Yards (SPY): Columbia Protective Yarding (due to the proximity of overhead powerlines this requirement is satisfied with small maturing trees at a 2:1 ratio) 391 LF frontage = 39140 + 10 Trees required and provided Lincoln Street frontage: 391 LF frontage = 39140 + 10 Trees required and provided	

	AMLA - SPRING FLURRY SERVICEBERRY		CAJA - CAMELIA
	LAIN-1 - CATAWBA CRAPE MYRTLE		LOLO - DWARF MAT RUSH 'BREEZE'
	LAIN-2 - SIOUX CRAPE MYRTLE		MUCA - PINK MUHLY GRASS
	PICH - CHINESE PISTACHE		POMA - SHRUBBY PODOCARPUS
	ULPA - BOSQUE LACEBARK ELM		VITI - SPRING BOUQUET VIBURNUM
			MUCA - PINK MUHLY GRASS
			TRJA - ASIATIC JASMINE
			BERM - TIGREEN BERMUDAGRASS SOD
			K9 - K9 TURF BY NEXT GEN LAWNS OR APPROVED EQUAL
			5' DIAMETER MULCH SAUCER AROUND TREE TRUNK (TYPICAL FOR ALL TREES LOCATED OUTSIDE OF A LANDSCAPE BED.)

1. "919 CATAWBA ST WETLANDS BUFFER SURVEY" PER CITY OF COLUMBIA DATED JULY 15, 2020.
2. ALTHANFELS LAND TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR CATAWBA APARTMENTS, LLC, DATED MAY 3, 2021 BY COX AND DINKINS.
3. USACE Nationwide Permit #3 Checklist and LETTER PREPARED BY PALMETTO ENVIRONMENTAL CONSULTING, INC., DATED FEBRUARY 1ST, 2021.
4. CONSOLIDATION PLAN PREPARED FOR CATAWBA APARTMENTS, LLC, DATED MAY 3, 2021 BY COX AND DINKINS.

1. THE SUBJECT PARCELS ARE IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 08914-08-02, -07, -09, TOTAL AREA OF THE COMBINED SUBJECT PARCEL IS 4.0 ACRES.

2. ZONING OF THE COMBINED SUBJECT PARCELS IS R-2.

3. ELEVATIONS OF THE SURFACE OF THE COMBINED SUBJECT PARCELS ARE ONE (1) FOOT ELEVATIONS SHOWN ARE NAVD 88 DATUM.

4. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

5. THESE PARCELS ARE LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079-03056L, REVISED 12/21/2017, BY SCALED LOCATION AND GRAPHIC NOTING ONLY.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECTMOST UP-TO-DATE PLANS AVAILABLE.

NOTE:

THE INFORMATION REGARDING THE REPURPOSED PENESE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THIS DRAWING IS THE PROPERTY OF COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS CONDUCTED A REASONABLE INVESTIGATION OF THE INFORMATION AND HAS CONCLUDED THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS ASSIGNEES AND AGENTS SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH REGARD TO THE LOCATION OF EXISTING UTILITIES AND STRUCTURES IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREIN.

The Palmetto Utility Protection Service, Inc.
810 Danch Square Blvd, Suite 220 Columbia, South Carolina 29210 (803) 939-1177

South Carolina 811
Call 811 or Visit 811.org

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811

**CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATIONS EVERY
10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.**

COX AND DINKINS ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS 724 BELTLINE BLVD. COLUMBIA, SC 29205 803.254.0518 COXANDDINKINS.COM	REGISTERED LANDSCAPE ARCHITECT NO. 1057

CERTIFICATE OF AUTHORIZATION SEAL

[illegible]

OWNER:

CATAWBA APARTMENTS, LLC
MR. ADAM BECK
3411 RICHMOND AVENUE,
SUITE 500
HOUSTON, TX 77046
832.209.1257
adam.beck@tdc-properties.com

SF NO. 188-3A	
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PROJECT
THE LOFTS ON LINCOLN
9 CATAWBA STREET
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SC

LANDSCAPE PLAN

PROJECT NO.
2182

TMS	08914-08-02, -07, -09
BOOK	75F-P92; 398-5&61

DATE	6/14/2021
SHEET NO.	11



NOTE: Materials list was prepared for estimating purposes. Contractor shall make own quantity take-off from drawings and specifications to determine quantities to his satisfaction, reporting promptly any discrepancies which may effect bidding. In the event of a plant quantity discrepancy, the planting plan shall take precedence over the plant schedule.

Packet Pg.

ORDINANCE NO.: 2021-096

*Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County
TMS#09103-05-12 and 09103-05-09*

WHEREAS, Sam and Omar Kammash (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 3700 block of Gibson Street and the 3800 block of River Drive adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09, for the installation and maintenance of landscaping as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely

walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-096**



**3700 BLOCK OF GIBSON STREET AND THE 3800 BLOCK OF RIVER DRIVE
ADJACENT TO 3820 AND 3900 RIVER DRIVE
LANDSCAPING**

Subject Property:	Right-of-way adjacent to 3820 and 3900 River Drive
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping.
Applicant:	Sam and Omar Kammash
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.

Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

City of Columbia

City of Columbia GIS

38.b



Thursday, November 4, 2021

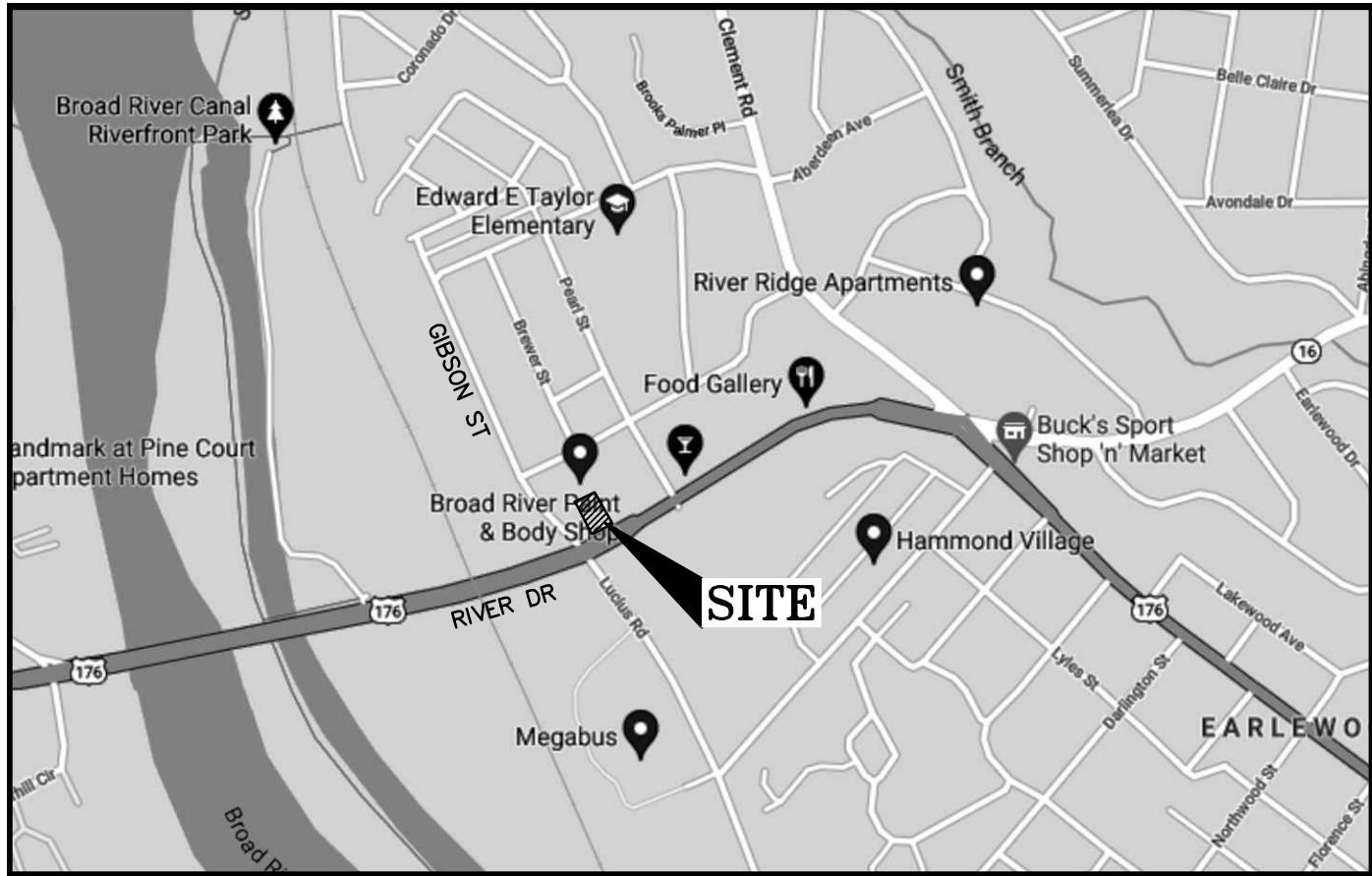


CITY OF COLUMBIA GIS DATA DISCLAIMER

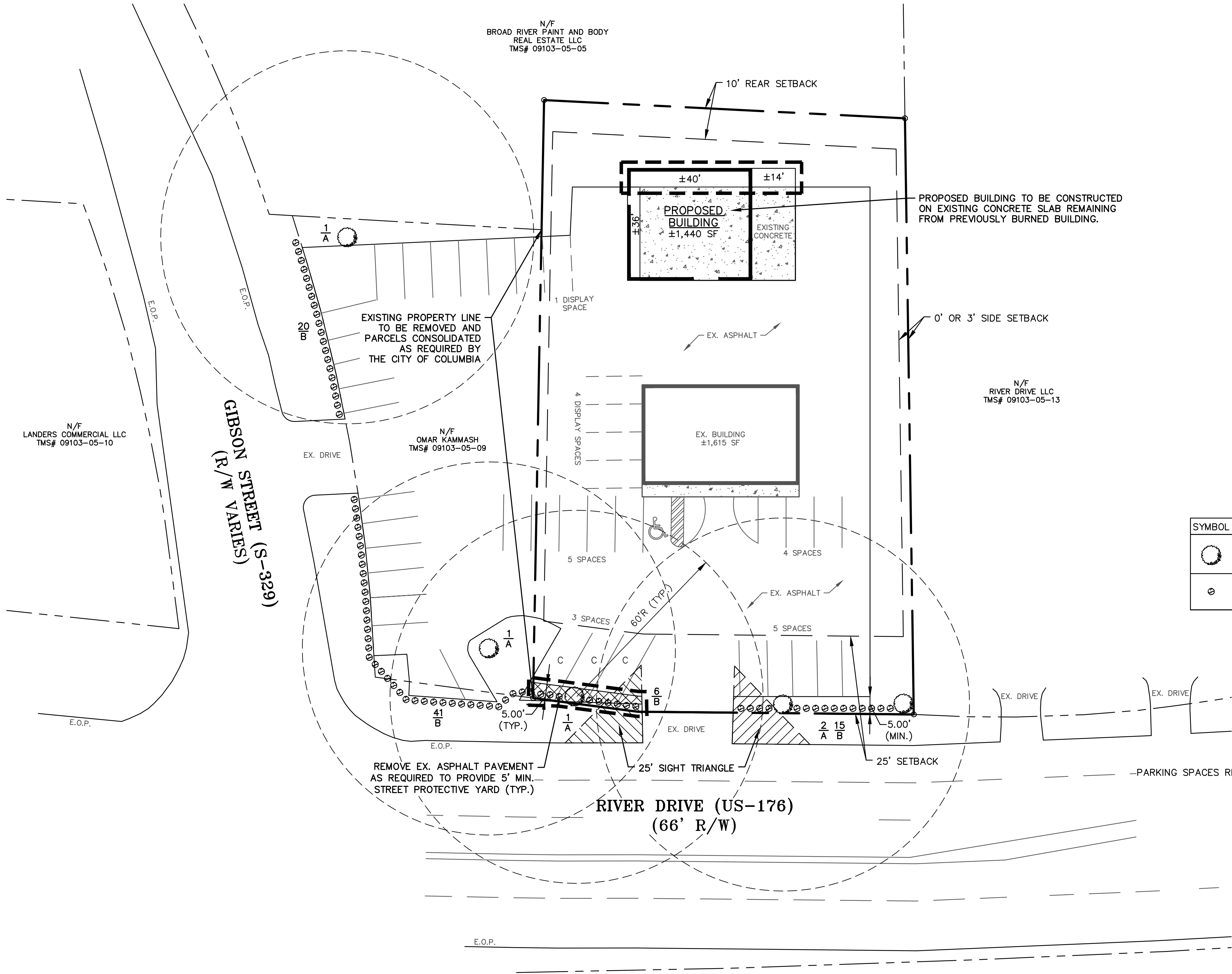
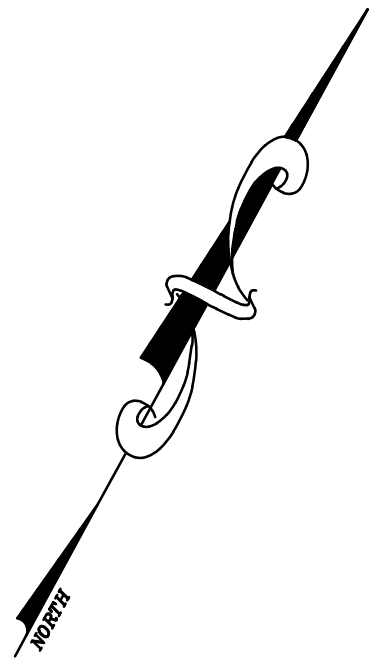
The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 555



VICINITY MAP
SCALE: 1"=1,000'



- NOTES:**
1. BOUNDARY AND SITE INFORMATION TAKEN FROM RICHLAND COUNTY ONLINE GIS INTERNET MAPPING SERVICE.
 2. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
 3. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING IMPROVEMENTS AND SURROUNDING AREA DIMENSIONS AND CONSTRUCTION.
 4. THE CONTRACTOR SHALL REMOVE ALL ITEMS NECESSARY TO ALLOW THE PROPOSED CONSTRUCTION.
- LANDSCAPE NOTES:**
1. THE LANDSCAPE CONTRACTOR SHALL INSTALL AN IRRIGATION SYSTEM CAPABLE OF SUPPORTING THE INDICATED PLANTINGS.
 2. ALL DISTURBED AREAS NOT INDICATED TO BE LANDSCAPED SHALL BE GRASSED IN ACCORDANCE WITH THE VEGETATIVE SCHEDULE ON THIS SHEET.
 3. ALL PLANTING BEDS SHALL BE MULCHED WITH A 3 INCH LAYER OF CLEAN PINE STRAW.
 4. ALL PLANTING BEDS SHALL BE RAKED SMOOTH AND CLEARED OF ROCKS, AND OTHER DEBRIS PRIOR TO PLACING MULCH.
 5. ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE APPLIED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
 6. NO HYDROSEEDING SHALL OVER SPRAY THE PLANTING BEDS.
 7. THE LANDSCAPING CONTRACTOR MUST BE BONDED AND MUST PROVIDE A ONE YEAR WARRANTY ON LANDSCAPING AND THE IRRIGATION SYSTEM.
 8. ALL PLANTING AREAS SHALL BE MECHANICALLY IRRIGATED.

MINIMUM GRASSING SPECIFICATIONS	
1. SUMMER: FERTILIZATION: 1000 LBS. OF 10-10-10 PER ACRE	
PERMANENT COVER:	
BAHIA GRASS	40 LBS. PER ACRE ALONE
HULLED BERMUDA	20 LBS. PER ACRE W/MIXTURE
	8 LBS. PER ACRE ALONE
	4 LBS. PER ACRE W/MIXTURE
BERMUDA SPRIGS	100 LBS. PER ACRE BROADCAST
SERPOEA LESPEDEZA (SCARIFIED)	40 LBS. PER ACRE ALONE
LOVEGRASS, WEEPING	40 LBS. PER ACRE IN MIXTURES
	2 LBS. PER ACRE PLANT IN MIXTURES ONLY
TEMPORARY SUMMER COVER:	
LESPEDEZA, ANNUAL	7 LBS. PER ACRE IN MIXTURE
BROWN TOP MILLET	(DO NOT PLANT ON SANDY SOILS)
	40 LBS. PER ACRE ALONE
	20 LBS. PER ACRE IN MIXTURES
2. WINTER:	
A. WINTER PERMANENT:	
1) TALL MEADOW FESCUE, 40 LBS. PER ACRE FROM SEPT. 1 TO APRIL 15 ONLY ON FERTILE SANDY CLAY OR CLAY SOILS.	
2) PLANTING FROM SEPT. 15 TO FEB. 15 ON SANDS MUST BE OF TEMPORARY WINTER CLOVER AND THEN SEED TO A PERMANENT SUMMER COVER.	
B. WINTER TEMPORARY: SEPT. 1 TO MAY 1	
RYE GRASS	60 LBS. PER ACRE ALONE
	20 LBS. PER ACRE IN MIXTURES
OATS	4 LBS. PER ACRE ALONE
SEPT. 1 TO MAR. 1	2 LBS. PER ACRE IN MIXTURE
RYE	1-1/2 LBS. PER ACRE ALONE
	1 LB. PER ACRE IN MIXTURE
OTHER PLANTINGS OR SEEDING AS CONTAINED IN THE CRITICAL AREA STABILIZATION SECTION OF SSC HANDBOOK, EROSION AND SEDIMENT CONTROL, IN DEVELOPING AREAS, MAY BE USED PROVIDED ALL APPLICABLE SPECIFICATIONS CONTAINED IN SAID HANDBOOK ARE COMPLIED WITH.	

TREE AND PLANT SCHEDULE

SYMBOL	DES.	NUMBER	SPECIES	SIZE (MIN.)	SPACING
	A	5 EA.	WILLOW OAK (LARGE TREE)	2" CAL.	AS SHOWN
	B	82 EA.	DWARF YAUPON (SHRUB)	24" HEIGHT	3' O.C.

TOTAL DISTURBED AREA
±850 SF

LEGEND

--- LIMITS OF DISTURBANCE

PARKING SUMMARY

---PARKING SPACES REQ'D (DEALERSHIP) = ±3,055 SF @ 3.5 SPACES/1,000 SF = 11 SPACES

TOTAL PARKING SPACES REQ'D = 11 SPACES

EX. SPACES PROVIDED = 16 SPACES
EX. ACCESSIBLE SPACES PROVIDED = 1 SPACES
TOTAL EX. SPACES PROVIDED = 17 SPACES

SETBACKS

FRONT = 25'
SIDE = 0' OR 3'
REAR = 10'

OWNER

SAM & OMAR KAMMASH
K.O. ENTERPRISE
COLUMBIA, SC 29201
(803)319-5004.

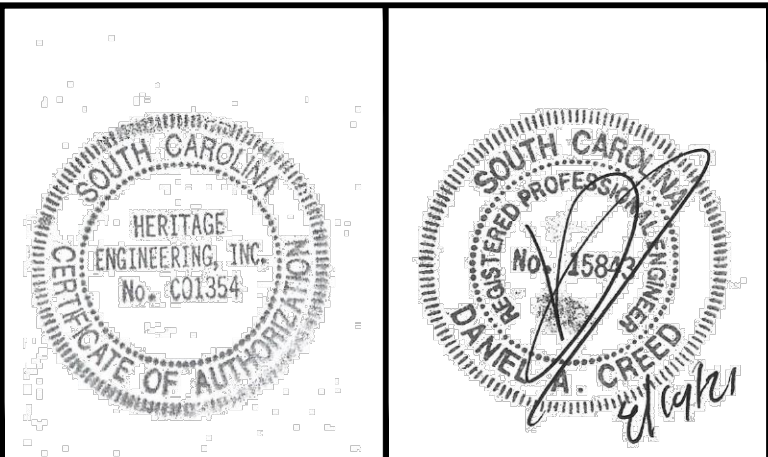
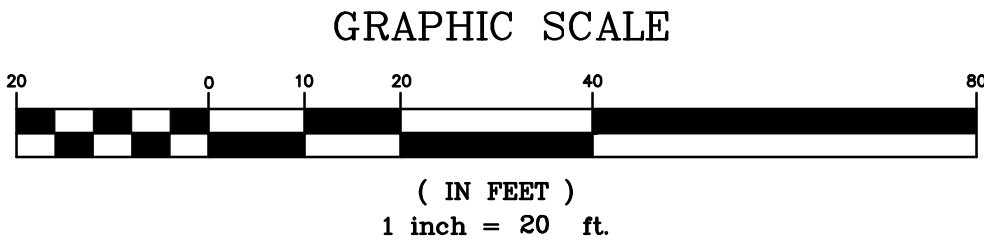
CONTRACTOR

JIM WHEATLEY
HOOVER BUILDINGS OF LEXINGTON
1120 TWO NOTCH ROAD
LEXINGTON, SC 29073
803-359-9128

PARCEL SUMMARY

TMS# 09103-05-12
AREA = ±0.53 AC.
ZONING: C-3

PROJECT No. 21031



HERITAGE
ENGINEERING INC.

10719 WILSON BLVD. • P.O. BOX 923 • BLYTHEWOOD, S.C. 29016
(803) 714-9632 OFFICE • HERITAGESC@MINDSPRING.COM

NO.	DATE	DESCRIPTION
3	8/19/2021	REV. LANDSCAPING PER CITY OF COLUMBIA
2	8/12/2021	REV. PER CITY OF COLUMBIA
1	5/12/2021	ADD LANDSCAPING

SITE PLAN
K.O. BUILDING REPLACEMENT

PREPARED FOR
HOOVER BUILDINGS OF LEXINGTON
IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

DATE: APRIL 29, 2021 | SCALE: 1" = 20' | SHEET C1 OF 1

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

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: _____ Property Owner: Sam & Omar Kammash
 Business Name/Applicant's Name if different than owner: K.O. Enterprise
 Contact Information: Telephone Number: 803-319-5004 Fax Number: _____
 Mailing address: 3900 River Drive E-mail address: _____
 Business Name/Development Name for Encroachment: K.O. Enterprise
 Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

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

Construction material: _____

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

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

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

Name/Title: _____
 Date: _____

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

X
 Name/Title: _____
 Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
 John Fellows
 Rachel Bailey
 Jerry Thompson
 Tori Salvant
 Amy Moore
 Lucinda Statler
 Jerry Thompson
 Scott Holder
 Denny Daniels
 Robert Anderson
 Robert Sweatt
 David Brewer
 Caleb King
 John Hooks
 Chip Timmons
 Kris Scott
 Linda Matney
 LR: 1/2017

DEPARTMENT

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

PHONE

803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-0229
 803-545-3420
 803-545-3218
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3736
 803-545-3070

FAX

803-255-8935
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-733-8647
 803-255-8935
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL

jechambers@columbiasc.net
 jsfellows@columbiasc.net
 rlbailey@columbiasc.net
 jlthompson@columbiasc.net
 tcsalvant@columbiasc.net
 aemoore@columbiasc.net
 lsstatler@columbiasc.net
 jlthompson@columbiasc.net
 jsholder@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgsweatt@columbiasc.net
 ddbrewer@columbiasc.net
 cdking@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdkdcott@columbiasc.net
 lsmatney@columbiasc.net

RESOLUTION NO.: R-2021-121

Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Arrington Place Apartments) in the Maximum Principal Amount of \$7,540,000, In One Or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, Arrington Place Housing Partners, LP, a South Carolina limited partnership, or its successors or assigns (the "Sponsor"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquisition, rehabilitation, and equipping of an approximately 68-unit multifamily housing development and ancillary facilities, located at located at 1720 Van Heise Street in the City of Columbia, South Carolina (the "Project"); and,

WHEREAS, the Sponsor has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Seven Million Five Hundred Forty Thousand and No/100 (\$7,540,000.00) Dollars (the "Bonds") to finance the Project; and,

WHEREAS, the Sponsor has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of the land acquisition, rehabilitation, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds or notes are to be issued and having jurisdiction over the area in which the bond financed property is located (the "147(f) Approval"); and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Sponsor has represented to the City Council that it is the applicable elected representative required to provide the 147(f) Approval with respect to the issuance of the Bonds for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the City Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on September 22, 2021, the Sponsor published in *The State*, a newspaper of general circulation in the City, a notice of public hearing to be held by the Issuer on October 5, 2021, at 3:00 p.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Bonds and the nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the public hearing was duly held by the Issuer on October 5, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in the maximum principal amount of \$7,540,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on October 5, 2021, for which the Sponsor has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, rehabilitation, or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

Section 6. That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

DONE AND RATIFIED this ____ day of _____, 2021

Requested by:

Assistant City Manager Gentry

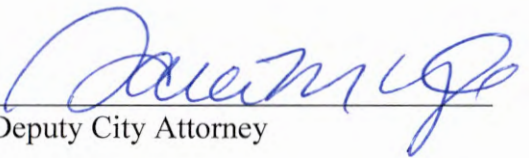
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

Introduced:

Final Reading:

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

Memorandum



TO: Teresa Wilson, City Manager

FROM: Cindi Herrera, Chief Development Officer

CC: Ivory Mathews; Missy Gentry; Erica Hammond

DATE: October 27, 2021

RE: **Arrington Place Apartments**

This memo serves to provide an overview of Arrington Place apartments.

Arrington Place is an existing multi-family apartment complex located at 1720 Van Heise Street. The property is a 68-unit apartment community comprised of 6 two-story buildings located on 4.54 acres. The buildings were originally built in 1974 with minor renovations in 2003. There are a total of 16 two-bedroom units of 834 square feet, 40 three-bedroom units of 1,127 square feet and 12 four-bedroom units of 1,127 square feet. Property amenities include a community laundry room and playground.

The property will be acquired by a new owner and will undergo substantial rehabilitation of approximately \$60,000 per unit. Exterior renovations will include added site accessibility, repairs to parking lots, steps and sidewalks, sewer lines, new masonry and siding, additional lighting and security cameras for improved resident security. Interior renovations will include kitchen replacement and new energy star appliances, new flooring and painting.

The construction will be completed in phases to assure that no resident will be displaced. Residents will be moved within the property as construction is completed.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$14,094,015.

The property will be acquired by the Vitus Group, a national affordable housing developer headquartered in Seattle, Washington with over 10,000 units of affordable housing in over 100 properties in 22 states. The property will be owned by Arrington Place Housing Partners, LP and managed by Arrington Place Housing Management, a South Carolina limited liability company.

Columbia Housing is requesting City Council to approve the issuance of Multi-Family Housing Revenue Bonds not to exceed \$7,540,000 million dollars to support the substantial rehabilitation of Arrington Place. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on October 5, 2021. No public comments were received.

This project will preserve existing affordable housing for the most vulnerable residents of our community as the rental assistance will provide a direct subsidy for the lowest income residents. The redevelopment and large-scale improvements will benefit the current residents of the property and be an improvement to the neighborhood.

RESOLUTION NO. R-2021-122

Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of \$9,999,999, In One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company, or its successors or assigns (the "Sponsor"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquisition, construction, and equipping of an approximately 90-unit new multifamily housing development and ancillary facilities, to be located at in the 7000 block on the south side of Brookfield Road, going all the way through the block to Faraway Drive; and east of the intersection of Brookfield Road and Decker Boulevard, adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina (the "Project"); and,

WHEREAS, the Sponsor has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and No/100 (\$9,999,999.00) Dollars (the "Note") to finance the Project; and,

WHEREAS, the Sponsor has further represented to the City Council that a portion of the proceeds of the Note would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Note; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Note be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds or notes are to be issued (the "147(f) Approval"); and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Sponsor has represented to the City Council that it is one of the applicable elected representatives required to provide the 147(f) Approval with respect to the issuance of the Note for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the City Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Note for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on September 22, 2021, the Sponsor published in *The State*, a newspaper of general circulation in the City, a notice of public hearing to be held by the Issuer on October 5, 2021, at 2:00 p.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Note and the nature of the Project to be financed with a portion of the proceeds of the Note; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on October 5, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Note and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Note in the maximum principal amount of \$9,999,999 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on October 5, 2021, for which the Sponsor has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Note shall not constitute an indebtedness of the State of South Carolina, the City, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Note. The approval by the City Council of the issuance of the Note by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Note or the acquisition, construction, or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

Section 6. That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

DONE AND RATIFIED this ____ day of _____, 2021

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

Introduced:

Final Reading:

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

Memorandum



TO: Teresa Wilson, City Manager

FROM: Cindi Herrera, Chief Development Officer

CC: Ivory Mathews; Missy Gentry; Erica Hammond

DATE: October 27, 2021

RE: **Brookfield Pointe**

This memo serves to provide an overview of Brookfield Pointe apartments.

Brookfield Pointe is a new construction 90-unit affordable housing community located in the 7000 block of Brookfield Road. The site is bounded to the north by Brookfield Road, to the South by Faraway Drive, to the east by Richland Northeast High School and to the west by commercial properties along Decker Boulevard.

The project will include 9 one-bedroom units of 816 square feet; 45 two-bedroom units of 1,140 square feet and 36 three-bedroom units of 1,318 square feet. All 90 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, business center, entertainment space and a central laundry room. Outdoor amenities include playground and sitting areas with gazebos.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$19,512,918

The owner of the project is Bradley Brookfield Pointe, LLC, a South Carolina limited liability company whose managing member is Brad Queener, a South Carolina affordable housing developer with extensive experience in developing affordable housing throughout South Carolina. Mr. Queener has developed over 2,000 units in multiple developments ranging in size from 32 to 192 units.

Columbia Housing is requesting City Council to approve the issuance of Multi-Family Housing Revenue Bonds not to exceed \$10 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on October 5, 2021. No public comments were received.

The market study for this project indicates that the expected capture rate is 7% and the rents on the average are 25% below market which are excellent measures of both demand and affordability. This project will offer affordable housing to lower paying employment and make a significant impact on the shortage of workforce affordable housing in our community.

RESOLUTION NO. R-2021-123

Approving The Issuance by the Housing Authority of the City of Columbia South Carolina of its Multifamily Housing Revenue Notes or Bonds (St. Andrew's Crossings) in the Maximum Principal Amount of \$10,500,000, In One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, St. Andrew's Crossings, LP, a South Carolina limited partnership, or its successors or assigns (the "Sponsor"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquisition, construction, and equipping of an approximately 84-unit new multifamily housing development and ancillary facilities, located at 801 Zimacrest Drive in Richland County, South Carolina (the "Project"); and,

WHEREAS, the Sponsor has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer") of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Ten Million Five Hundred Thousand and No/100 (\$10,500,000.00) Dollars (the "Bonds") to finance the Project; and,

WHEREAS, the Sponsor has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds or notes are to be issued (the "147(f) Approval"); and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Sponsor has represented to the City Council that it is the applicable elected representative required to provide the 147(f) Approval with respect to the issuance of the Bonds for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the City Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on August 18, 2021, the Sponsor published in *The State*, a newspaper of general circulation in the County, a notice of public hearing to be held by the Issuer on August 25, 2021, at 11:00 a.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Bonds and the nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on August 25, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance

LEGAL DEPARTMENT DRAFT

by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in the maximum principal amount of \$10,500,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on August 25, 2021, for which the Sponsor has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, [construction][rehabilitation], or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

Section 6. That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

DONE AND RATIFIED this ____ day of _____, 2021

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

Introduced:

Final Reading:

EXHIBIT A

Lander Properties, LLC

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

January 28, 2020

Mr. Matthew Taylor Esquire
 Senior Assistant City Attorney
 Office of the City Attorney
 Post Office Box 687
 Columbia SC 29202
 Via USPS Certified Mail, Return Receipt Requested

Re: (1) Project #22737-21 submitted by Lander Properties, LLC and
 Brookland Circle to eliminate 10th Street from Plan Station
 Richard County 1/12-11613-12-03
 4112 West Belline Boulevard (1/12-12520-00)
 City of Columbia / Lander Properties, LLC
 Pending Condemnation Action

Dear Mr. Taylor:

I have received and reviewed your recent letters along with the noted enclosures. I remain willing at this time to grant the requested easement without further restriction. As I understand my demand for a waiver of the severance fees will not be granted, I am willing to grant the easement in exchange for the sum of Five Thousand (\$5,000.00) Dollars.

Thank you in advance for your consideration of this offer.

Sincerely,

Walter L. Lander
 Managing Partner

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

Memorandum



TO: Teresa Wilson, City Manager
FROM: Cindi Herrera, Chief Development Officer
CC: Ivory Mathews; Missy Gentry; Erica Hammond
DATE: October 27, 2021
RE: **St. Andrews Crossings**

This memo serves to provide an overview of St. Andrews Crossings apartments.

St. Andrews Crossings is a new construction 84-unit affordable housing community located in at 801 Zimalcrest Drive. The project will include 14 one-bedroom units of 700 square feet; 40 two-bedroom units of 900 square feet; 20 three-bedroom units of 1,100 square feet; and 10 four-bedroom units of 1,300 square feet. All 84 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, and business center. Outdoor amenities include playground.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$18,766,399.

The owner of the project is the Marian Group, an affordable housing developer throughout the Southeast headquartered in Louisville, Kentucky. Founded in 1997, the Marian Group is a full-service real estate development, construction and investment firm concentrating on affordable and market rate multi-family properties with over \$200 million in accomplished and underway projects.

Columbia Housing is requesting City Council to approve the issuance of Multi-Family Housing Revenue Bonds not to exceed \$10.5 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on August 25, 2021. No public comments were received.

This project will offer affordable housing to individuals in lower paying jobs and make a significant impact on the shortage of workforce affordable housing in our community.

RESOLUTION NO. R-2021-124

Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed \$30,000,000 Multifamily Housing Revenue Bonds (Haven at Congaree Pointe Project), In One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, Columbia Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, or its successors or assigns (the "Borrower"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquiring, constructing and equipping a 196-unit new multifamily housing development and ancillary facilities to be known as the Haven at Congaree Pointe ("Project") located at 2401 Atlas Road in the City;

WHEREAS, the Borrower has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer") of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed \$30,000,000 (the "Bonds") to finance the Project;

WHEREAS, the Borrower has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of acquisition, construction and equipping of the Project and (b) paying a portion of the costs of issuance of the Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, as defined in Section 141(a) of the Code, that the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued (the "Issuer Approval") and the governmental unit having jurisdiction over the area in which the bonds financed property is located (the "Host Approval");

WHEREAS, the City Council constitutes the elected legislative body of the City and the Borrower has represented to the City Council that it is the applicable elected representative required to provide the Issuer Approval and the Host Approval to approve the issuance of the Bonds for the purpose of financing the Project within the meaning of Section 147(f) of the Code;

WHEREAS, the Borrower has represented to the City Council that the Issuer, has approved, or will approve prior to the issuance of the Bonds, the issuance of the Bonds and the financing of the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code);

WHEREAS, the Borrower has requested the City Council, pursuant to Section 147(f) of the Code, to provide the Issuer Approval and Host Approval to approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Borrower to finance the Project;

WHEREAS, on September 28, 2021, the Issuer published on its website a notice of public hearing to be held on October 5, 2021, at 1:30 p.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting conducted by the Issuer to consider the issuance by the Issuer of the Bonds and nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the public hearing was duly held by the Issuer on October 5, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in an aggregate amount not to exceed \$30,000,000 for the purpose of providing funds to the Borrower to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on October 5, 2021, for which the Borrower has represented to the City Council that due and reasonable public notice, being published on the Issuer's website as described above, was given by or on behalf of the Borrower in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Borrower pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

LEGAL DEPARTMENT DRAFT

DONE AND RATIFIED this ____ day of _____, 2021

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Dana M. Theje by JHT
Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

LEGAL DEPARTMENT DRAFT

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

LEGAL DEPARTMENT DRAFT

Memorandum



TO: Teresa Wilson, City Manager

FROM: Cindi Herrera, Chief Development Officer

CC: Ivory Mathews; Missy Gentry; Erica Hammond

DATE: October 27, 2021

RE: **Haven at Congaree Pointe**

This memo serves to provide an overview of Haven at Congaree Pointe apartments.

Congaree Pointe is a new construction 196-unit affordable housing community located at 2401 Atlas Road. The property is located five miles southeast of downtown on the north side of Atlas Road adjacent to Bible Way Church of Atlas Road and close to Midlands Community Development Center, and the residential community of Congaree Pointe.

The project will include 98 one-bedroom units and 98 two-bedroom units service households age 55 plus. All 196 units in the project will be rent restricted to households below 60% of area median income. Building and unit amenities include granite countertops, stainless steel appliances, large gathering room with community kitchen, and entertainment spaces. Outdoor amenities include a walking path and a BBQ/picnic area.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$48,184,046.

The owner of the project is Columbia Leased Housing Associates, an affiliate of Dominion, one of the largest affordable housing developers in the country. Founded in 1972, Dominion owns and operates over 30,000 affordable housing units nationwide including three communities in Beaufort, SC.

Columbia Housing is requesting City Council to approve the issuance of Multi-Family Housing Revenue Bonds not to exceed \$30 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on October 5, 2021. No public comments were received.

RESOLUTION NO. R-2021-132

Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed \$35,000,000 Multifamily Housing Revenue Bonds (Garden Lakes Apartment Project), In One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date

WHEREAS, Garden Oaks, LP, a South Carolina limited partnership, or its successors or assigns (the "Borrower"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the costs of acquiring, constructing and equipping a 288-unit new multifamily housing development and ancillary facilities to be known as the Garden Lakes Apartments ("Project") located at 1307 Mason Road in the City;

WHEREAS, the Borrower has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer") of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed \$35,000,000 (the "Bonds") to finance the Project;

WHEREAS, the Borrower has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of acquisition, construction and equipping of the Project and (b) paying a portion of the costs of issuance of the Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, as defined in Section 141(a) of the Code, that the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued (the "Issuer Approval") and the governmental unit having jurisdiction over the area in which the bonds financed property is located (the "Host Approval");

WHEREAS, the City Council constitutes the elected legislative body of the City and the Borrower has represented to the City Council that it is the applicable elected representative required to provide the Issuer Approval and the Host Approval to approve the issuance of the Bonds for the purpose of financing the Project within the meaning of Section 147(f) of the Code;

WHEREAS, the Borrower has represented to the City Council that the Issuer, has approved, or will approve prior to the issuance of the Bonds, the issuance of the Bonds and the financing of the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code);

WHEREAS, the Borrower has requested the City Council, pursuant to Section 147(f) of the Code, to provide the Issuer Approval and Host Approval to approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Borrower to finance the Project;

WHEREAS, on September 28, 2021, the Issuer published on its website a notice of public hearing to be held on October 5, 2021, at 1:00 p.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting conducted by the Issuer to consider the issuance by the Issuer of the Bonds and nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the public hearing was duly held by the Issuer on October 5, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council of the City of Columbia, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in an aggregate amount not to exceed \$35,000,000 for the purpose of providing funds to the Borrower to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on October 5, 2021, for which the Borrower has represented to the City Council that due and reasonable public notice, being published on the Issuer's website as described above, was given by or on behalf of the Borrower in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Borrower pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

LEGAL DEPARTMENT DRAFT

DONE AND RATIFIED this ____ day of _____, 2021

Requested by:

Assistant City Manager Gentry

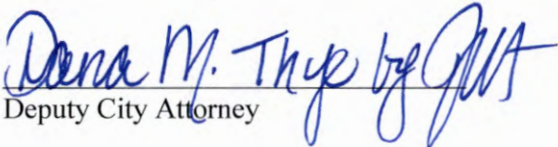
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING

LEGAL DEPARTMENT DRAFT

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

LEGAL DEPARTMENT DRAFT

Memorandum



TO: Teresa Wilson, City Manager
FROM: Cindi Herrera, Chief Development Officer
CC: Ivory Mathews; Missy Gentry; Erica Hammond
DATE: October 27, 2021
RE: **Garden Lakes Apartments**

This memo serves to provide an overview of Garden Lakes apartments.

Garden Lakes is a new construction 288-unit affordable housing community located at North Main Street and Mason Road. The project will include 108 one-bedroom units of 800 square feet; 144 two-bedroom units of 950 square feet and 36 three-bedroom units of 1,100 square feet. All 288 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, business center, fitness center and event room. Outdoor amenities include playground, designated pet areas, laundry facility, postal facility and sitting areas with gazebos.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$51,243,106.

The owner of the project is GDA Development Partners, real estate developers based on Mount Pleasant, South Carolina. GDA has developed over 1500 units of affordable housing in Columbia and Summerville, ranging in size of communities from 144 units to 336 units.

Columbia Housing is requesting City Council to approve the issuance of Multi-Family Housing Revenue Bonds not to exceed \$35 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on October 5, 2021. No public comments were received.

RESOLUTION NO.: R-2021-126

Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1509 Gervais Street, Richland County TMS # R11401-05-12 and at 1212 Bull Street, Richland County TMS # R11401-05-16

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, Angus Properties, LLC (the "Taxpayer"), is the owner and developer of certain real property located at (i) 1509 Gervais Street, which property is further identified on the Richland County Tax Maps as TMS No. R11401-05-12, and (ii) 1212 Bull Street, which property is further identified on the Richland County Tax Maps as TMS No. R11401-05-16 (collectively, the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and

LEGAL DEPARTMENT DRAFT

WHEREAS, the Taxpayer has requested that the City certify that the Building Site is abandoned as authorized by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of the site is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

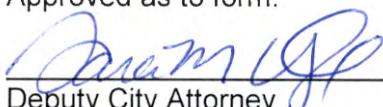
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

1509 Gervais Street/1212 Bull Street



RESOLUTION NO.: R-2021-131

Certifying Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2638 Two Notch Road, Richland County TMS # R11516-09-21

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, 2638 Two Notch LLC and MAG Investments, LLC; South Carolina limited liability companies (the "Taxpayers"), are the owners and developers of certain real property located at 2638 Two Notch Road, which property is further identified on the Richland County Tax Maps as R11516-09-21 (the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and

WHEREAS, the Taxpayer has requested that the City certify that the Building Site is abandoned as authorized by Section 12-67-160; NOW THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of the site is consistent with Section 12-67-120(2) of the Act.

Section 3. Provided that the applicable Taxpayer satisfies the minimum expenditure requirements in Section 12-67-130 of the Act, subject to the expenditure limitations for new construction in Section 12-67-120(6) of the Act, and conditioned upon compliance with the published guidance of the South Carolina Department of Revenue relative to the subdivision of an abandoned building site in Q&A 8 of S.C. DOR Rev. Rul. 15-7 into separate sites, each of the five below-listed sites is an abandoned building site:

- “200 Building” – building located on northern boundary of parking lot in below-listed site photo (identified with reference to “Food Distribution Center”)
- Outparcel 1 – site for new construction as identified by numeral 1 in site photo
- Outparcel 2 – site for new construction as identified by numeral 2 in site photo
- Outparcel 3 – site for new construction as identified by numeral 3 in site photo
- Outparcel 4 – site for new construction as identified by numeral 4 in site photo



BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

LEGAL DEPARTMENT DRAFT

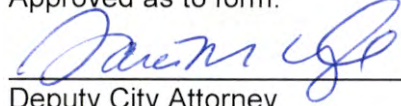
Requested by:

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

RESOLUTION NO.: R-2021-120

Authorizing the City to request de-federalization of the RLF from EDA and to use such Award funds for the continuation of a RLF

WHEREAS, the City of Columbia, South Carolina (“the City”) entered into agreements for Title IX Revolving Loan Funds (“RLF”) with the United States Department of Commerce, Economic Development Administration (“EDA”) as of May 28, 1985; June 9, 1987; and March 24, 1995; and

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 et seq.), awarded to the City one or more grants to capitalize a RLF bearing EDA award numbers 04-39-03312, 04-39-03312-01, and 04-39-03312-02 (“the Award”); and

WHEREAS, EDA retains a federal interest in the Award and the City is submitting a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), and

WHEREAS, the City is requesting the de-federalization of the RLF from EDA to reduce the reporting burden and requirements for the City’s RLF; and

WHEREAS, the current value of the RLF capital base as of June 30, 2021 is \$2,469,393.71, the federal investment rate is 62.0%, and the federal share of the RLF capital base is \$1,642,624.10 (“Award Funds”); and

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement of funds to the City under the Award, 2) the City has complied with the terms and conditions of the Award, and 3) the City proposes to use the Award Funds to carry out the economic development purposes of PWEDA; and

WHEREAS, EDA agrees to release its federal interest in the Award and the City agrees herein to use Award Funds for the continuation of a RLF.

BE IT RESOLVED, by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that the City is authorized to request de-federalization of the RLF from EDA and to use such Award Funds for the continuation of a RLF and does hereby authorize and direct the City Manager to take any additional actions necessary to effectuate the purpose of this Resolution concerning the EDA RLF, including the execution of any and all documents necessary to implement the intent of this Resolution, including amendments, agreements, certifications, and correspondences required to request de-federalization of the EDA RLF for convenience.

LEGAL DEPARTMENT DRAFT

Requested by:

ACM Gentry _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



**UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
Atlanta Regional Office
401 W. Peachtree St., NW, Suite 1820
Atlanta, Georgia 30308**

January 27, 2021

Ms. Melissa Lindler
Columbia, City of
1401 Main Street, 4th Floor
Columbia, SC 29201

Re: Invitation to request release of EDA's federal interest in EDA Revolving Loan Fund award

Dear Ms. Lindler:

The recently enacted Reinvigorating Lending for the Future Act (the Act) authorizes EDA to release its federal interest in certain Revolving Loan Fund (RLF) awards that have operated satisfactorily for seven years beyond disbursement of grant funds. By authorizing EDA to release its federal interest in certain RLF awards, the Act will reduce RLF recipient administrative burden and allow RLF award funds to be used for broader economic development purposes.

To request that EDA release its federal interest in an RLF award, you must submit to EDA a written request for release that includes the information below. If you seek a release of EDA's federal interest for more than one RLF award, this information must be submitted separately for each RLF award.

1. Your organization's name and contact information;
2. Identifying information for the RLF award, including the award number, date of award, federal investment rate, and evidence that final disbursement occurred more than seven years ago (if available);
3. Value of the RLF award (including the capital base and any available administrative income);
4. Proposed use of RLF award funds for one or more activities that continue to carry out the economic development purposes of the Public Works and Economic Development Act (PWEDA), which may include continued operation of the RLF; and
5. Certification by your organization that it has complied with the terms and conditions of the RLF award.

Page 2

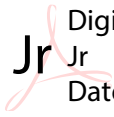
Additionally, you must provide the following supplemental materials:

6. Resolution or letter from your organization's Board of Directors, or agency leadership if your organization is a public entity or otherwise does not have a Board of Directors, supporting the request to release EDA's federal interest and committing to using the RLF for one or more activities that continue to carry out the economic development purposes of PWEDA in compliance with on-going restrictions required by the Act as articulated in the release agreement;
7. Final RLF Financial Report (Form ED-209) for the RLF award; and
8. Most recent Single Audit for your organization, if available. If a recent Single Audit is not available, the most recent audit or audited financial statements for your organization, if available.

EDA will review and evaluate requests for release of EDA's federal interest in an RLF award, and EDA may request additional information. If EDA determines that your RLF award is eligible for release of EDA's federal interest, the next step would be for EDA and your organization to execute an agreement to release EDA's federal interest in the RLF award. A sample release agreement is attached for your reference, although the exact terms of the agreement may vary based on the individual circumstances of your RLF award. Please review the terms of the agreement, including the requirement that any RLF award funds be used for one or more activities that continue to carry out the economic development purposes of PWEDA. Your request letter will be included as an attachment to the agreement.

EDA plans to hold a webinar to share information about the release of EDA's federal interest in certain RLF awards. EDA will notify you of the event when scheduled. In the meantime, if you have any questions regarding this letter, please contact Karen Temple Lynch, EDA RLF Administrator, via email at klynch@eda.gov

Sincerely,

H. Philip Paradise, Jr.  Digitally signed by H. Philip Paradise, Jr.
Date: 2021.01.27 13:27:40 -05'00'

H. Philip Paradise, Jr.
Regional Director
Atlanta Regional Office

**AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A
REVOLVING LOAN FUND AWARD**

(This is a draft document based on a template provided by EDA – the official agreement will be issued by EDA upon their approval of request)

THIS AGREEMENT is between the United States Department of Commerce, Economic Development Administration (EDA) and the City of Columbia, South Carolina (Recipient).

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Recipient one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 04-39-03312, 04-39-03312-01, and 04-39-03312-02 (the Award).

WHEREAS, EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request).

WHEREAS, EDA and Recipient agree that the value of the RLF capital base as of June 30, 2021 was \$2,469,393.71, the federal investment rate is 62.0%, and the federal share of the RLF capital base is \$1,642,624.10 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Recipient agrees herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Recipient agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
 - a. Recipient's use of Award Funds no longer needs to comply with, among other things, the following authorities:
 - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI.

- ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).
 - iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.
 - iv. The EDA-approved RLF plan or any related document governing administration of the Award.
 - b. This release of the EDA federal interest in the Award does not extend to or include a release of any other entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base. More specifically, if Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) or funds from the U.S. Department of Agriculture (USDA) were used as local share under the Award, this release of the EDA federal interest does not extend to or include a release of any HUD or USDA federal interest in the RLF capital base. If Recipient seeks a release of another entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base, Recipient must negotiate such a release with the other entity and EDA will not participate in that negotiation.
2. Recipient's Use of Award Funds. Recipient agrees to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.
- a. Recipient shall not use Award Funds to construct schools, community centers, municipal buildings, or otherwise use Award Funds to carry out activities outside of the economic development purposes of PWEDA, nor shall Recipient use Award Funds to pay general costs of government.
 - b. Recipient shall not transfer Award Funds to a natural person, for-profit entity, or other entity ineligible for award under sections 3(4) and 209 of PWEDA (42 U.S.C. § 3122(4) and § 3149). For the sake of clarity, Award Funds may be used to contract with for-profit entities for goods and services for one or more activities that continue to carry out the economic development purposes of PWEDA and to operate an RLF that makes loans to for-profit organizations.
 - c. Award Funds must be used in a manner consistent with EDA's non-relocation policy. Specifically, Recipient shall not use Award Funds to induce the relocation of existing jobs within the U.S. that are located outside of a jurisdiction to within that jurisdiction in competition with other U.S. jurisdictions for those same jobs.
 - d. Award Funds must be used in accordance with section 602 of PWEDA (42 U.S.C. § 3212). Specifically, Recipient shall ensure that all laborers and mechanics employed by contractors or subcontractors on projects assisted by Award Funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor as provided by section 602 of PWEDA or as it may be amended in the future.

- e. Recipient shall use Award Funds in accordance with applicable federal, state, and local law, including applicable non-discrimination law. Recipient may not use Award Funds for any purpose that would be prohibited by the Establishment Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.
 - f. Recipient is not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.
 - g. Recipient shall provide timely and accurate responses to EDA inquiries regarding Recipient's use of the Award Funds. Following the release of EDA's federal interest, EDA remains interested in working with Recipient to promote Recipient's RLF or other activities that continue to carry out the economic development purposes of PWEDA.
3. Enforcement. In the event that EDA determines that Award Funds have been used in a manner inconsistent with this agreement, EDA may require Recipient to return the misspent portion of the Award Funds to the Federal Government, which may include the establishment of a debt with the U.S. Department of the Treasury.
 4. Indemnification. To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of releasing EDA's federal interest in the Award.
 5. Governing Law; Severability. This Agreement is governed by applicable federal law, if any, and if there is no applicable federal law by state law. The terms of this Agreement do not limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
 6. Entire Agreement. This Agreement contains the entire understanding of EDA and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
 7. Authority. Recipient represents that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Recipient have been duly authorized by all necessary corporate or other actions, (c) Recipient has duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Recipient.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, EDA and Recipient have caused this Agreement to be duly executed by their respective officers as of the date indicated.

**DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT
ADMINISTRATION**

**CITY OF COLUMBIA,
SOUTH CAROLINA**

By: _____
H. Philip Paradice, Jr.
Director
Atlanta Regional Office

Date

By: _____
Ms. Teresa Wilson
City Manager

Date

RESOLUTION NO.: 2021-134*Adopting a Policy and Criteria to Provide a Tax Credit for the Acquisition and Redevelopment of Government Owned Property to a Privately Owned, Taxable Use within the City of Columbia*

WHEREAS, the City of Columbia recognizes that it has a higher percentage of tax-exempt properties within the city limits which places an additional burden on non-exempt properties to help offset the costs to provide service, and that many of these tax-exempt properties are government owned due to the local presence of State of South Carolina, Richland County, City of Columbia, University of South Carolina, and other governmental institutions; and,

WHEREAS, these governmental entities own properties where rising maintenance and rehabilitation costs may limit their ability to maintain the property in a manner that provides the highest and best use to benefit the public; and,

WHEREAS, in an effort to create an incentive to encourage private sector investment in these properties the City of Columbia desires to adopt a policy and criteria to encourage developers to acquire these government owned properties and invest in their redevelopment so that they may be placed back into a beneficial use as a privately owned, commercial, taxable asset; and,

WHEREAS, the City of Columbia has created a set of guidelines and criteria whereby a qualifying commercial project will receive an assignable, annual property tax credit subject to a six (6%) percent assessment rate. The annual property taxes for the commercial project will be capped based on the developers cost to acquire the government property for a period of ten (10) years, beginning in the first full year the new assessment rate is applied after purchase, provided the developer invests as much to rehabilitate the property as was spent on the acquisition of the property; and,

WHEREAS, to be considered for the property tax credit, a representative must complete a Request for Consideration of Credit Application ("Application"), which will require in addition to other details about the commercial development, a pro forma illustrating the expected costs and profits of the commercial development and submit the Application to the Economic Development Departments of both the City of Columbia and Richland County. The City of Columbia Economic Development Department, City Council Economic Development Committee, Richland County Economic Development Department and the Richland County Economic Development Committee each shall review the Application and, if warranted, make a recommendation to the City of Columbia Council and Richland County Council with respect to the receipt of the property tax credit and the applicable credit percentage and term, NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, that it hereby adopts a Policy and Criteria to Provide a Tax Credit for the Acquisition and Redevelopment of Government Owned Property Into a Privately Owned and Taxable Use within the City of Columbia which shall be evaluated based on the following criteria:

1. The property being acquired for the purpose of privately owned, commercial redevelopment is currently owned by a government entity.
2. If the commercial development includes a residential component, whether any of the residential units are made available for use as affordable or workforce housing.
3. The developer purchases the property for a minimum of One Million and No/100 (\$1,000,000.00) dollars.
4. The developer meets or exceeds the acquisition cost of the property in qualified hard cost investments into the rehabilitation and upfit of the property.

5. The developer places the property back into service with a Certificate of Occupancy no later than three years to the date on which they closed on the purchase of the property.
6. Whether the benefits of the commercial development to the public exceed the costs of the property tax credit as shown by a cost/benefit analysis.
7. Such other factors as the City's Economic Development Department staff and the City Council Economic Development Committee deem relevant.

Requested by:

Councilman Brennan

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-135

Providing funds to CEZ, Inc. for property acquisition for Parcel A-1 of TMS R13500-02-07 in support of an Affordable Housing Project on the same parcel

WHEREAS, Columbia City Council desires to provide incentives for Affordable and Workforce Housing Developments within the corporate limits that will help address the Affordable Housing Shortage that currently exists; and,

WHEREAS, Affordable Housing for rental and homeownership will serve families with household income at or below 80% Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD) annually and adjusted by the City of Columbia Community Development Department; and,

WHEREAS, Workforce Housing for rental and homeownership will serve families with household incomes at 81% but not to exceed 120% of the AMI as defined by HUD annually and adjusted by the City of Columbia Community Development Department; and,

WHEREAS, City of Columbia 2020-2024 Consolidated Plan indicated there were 11,225 renters and 3,860 homeowners that pay 30% of their income in housing cost and defined by HUD as being cost burdened, and,

WHEREAS, the CEZ, Inc. was established on July 2, 2008, and;

WHEREAS, the CEZ, Inc. has assisted in the development of programs and projects in the development of small business, retention, job creation and affordable housing in all areas of Columbia, and,

WHEREAS, CEZ, Inc. developed a 58 unit \$10-million-dollar affordable housing project in the City; and,

WHEREAS, CEZ, Inc. developed the Veranda at North Main, a mixed income, Low Income Housing Tax Credit Project; and,

WHEREAS, Veranda is a 58 unit \$10 million dollar affordable housing project in the City; and,

WHEREAS, CEZ, Inc. has identified a 10.15 acre parcel of land located off of Bluff Road; and;

WHEREAS, CEZ, Inc. has confirmed the property is suitable for an affordable housing project being planned; and,

WHEREAS, CEZ, Inc., has confirmed the property acquisition cost is supported by an appraised value for the parcel; and,

WHEREAS, the property owner is willing to accept payment of \$600,000 over a three-year period via equal annual installments; and,

WHEREAS, the City supports CEZ, Inc. in proceeding with the proposed Affordable Housing Project; and,

WHEREAS, the City intends to provide the property acquisition cost via three installments of \$200,000 per year for three years; and,

WHEREAS, CEZ, Inc. will work with the property owner to proceed with the property transaction upon approval of this resolution committing the property acquisition costs; and,

WHEREAS, if CEZ, Inc. is not successful in proceeding with the proposed project and decides to sell the property in the future, any funds received from the future sale of the property will be returned to the City; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this December 7, 2021, that the City is committing to providing CEZ, Inc. the property acquisition cost of \$600,000 for parcel A-1, TMS R13500-02-07 via three equal installments of \$200,000 per year for three years.

Requested by:

ACM Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Resolution No.: 2021-137*Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] for Columbia, SC*

WHEREAS, the City of Columbia recognizes the cultural and aesthetic importance of a strong Arts community; and

WHEREAS, the City of Columbia recognizes the financial and quality of life benefits of a strengthened Arts community to livability and local sales tax and hospitality tax revenues; and

WHEREAS, the City of Columbia recognizes the availability of funds from federal agencies (example: National Endowment for the Arts) to be used and distributed for the purpose of strengthening the Arts, Artists, Arts Organizations, Arts related groups, and the Arts community; and

WHEREAS, the City of Columbia recognizes the need for a Local Arts Agency designated by a local government authority to have the power and authority to distribute federal funds; and

WHEREAS, One Columbia for Arts and History, also known as One Columbia for Arts and Culture and One Columbia, was established in 2012 to advise, amplify and advocate for strengthening and unifying the arts and history community; and

WHEREAS, since 2012 One Columbia has carried out its mission by facilitating arts and historic preservation tourism, promoting collaboration, coordinating marketing of cultural events and activities, and celebrating the role of arts and history in the Columbia area; and

WHEREAS, One Columbia has galvanized the local artist community, partnered with city government and the private sector, facilitated dialogue among artists and arts organizations and produced a robust collection of art in public places; and

WHEREAS, One Columbia works cooperatively with arts, cultural and community-based service agencies to strengthen skills and infrastructure for arts organizations and artists to support high quality artistic programming; and

WHEREAS, the City of Columbia recognizes the abilities and expertise of One Columbia to carry out the work of a designated Local Arts Agency for the betterment of the city; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021 for the period beginning September 1, 2021 and ending June 30, 2022, that the City of Columbia designates One Columbia

1. as the official Local Arts Agency;
2. with power and authority to serve as a recognized Local Arts Agency;

3. with power and authority to distribute federal funds for the purpose of strengthening the Arts, Artists, Arts Organizations, Arts related groups, and the Arts community.

Requested by:

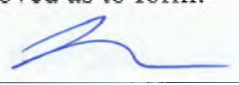
Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-130

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Annual Ball on Saturday, January 29, 2022

WHEREAS, the Columbia Museum of Art (hereinafter "CMA" or "Organizer") is hosting the Contemporaries Annual Ball on Saturday, January 29, 2022, from 7:00 p.m. until 11:00 p.m.; and,

WHEREAS, the Organizer has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for the Contemporaries Annual Ball from 2:00 p.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. until 11:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, January 29, 2022, from 7:00 p.m. until 10:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the courtyard/plaza area adjacent to the Museum regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, January 29, 2022, from 2:00 p.m. until 11:59 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:30 p.m. until 11:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 10:30 p.m. on January 29, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

LEGAL DEPARTMENT DRAFT

only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

9.27.21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Caitlin Thomas
cthomas@columbiacouncil.org
803.343.2208

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Contemporaries Annual Ball: Interstellar Series

DATE(S) OF EVENTS: (multiple day can be on one request)

1/29/2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

none

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Boyd Plaza/CMTA

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

2pm - 11:59pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7-11pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

7-10:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.govLegal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparationParking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, policePolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Columbia Museum of Art Contemporaries, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Boyd Plaza / CMA
(Location for Assignment)

for the time period of 6:30pm - 11:30pm 1/29/2022
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

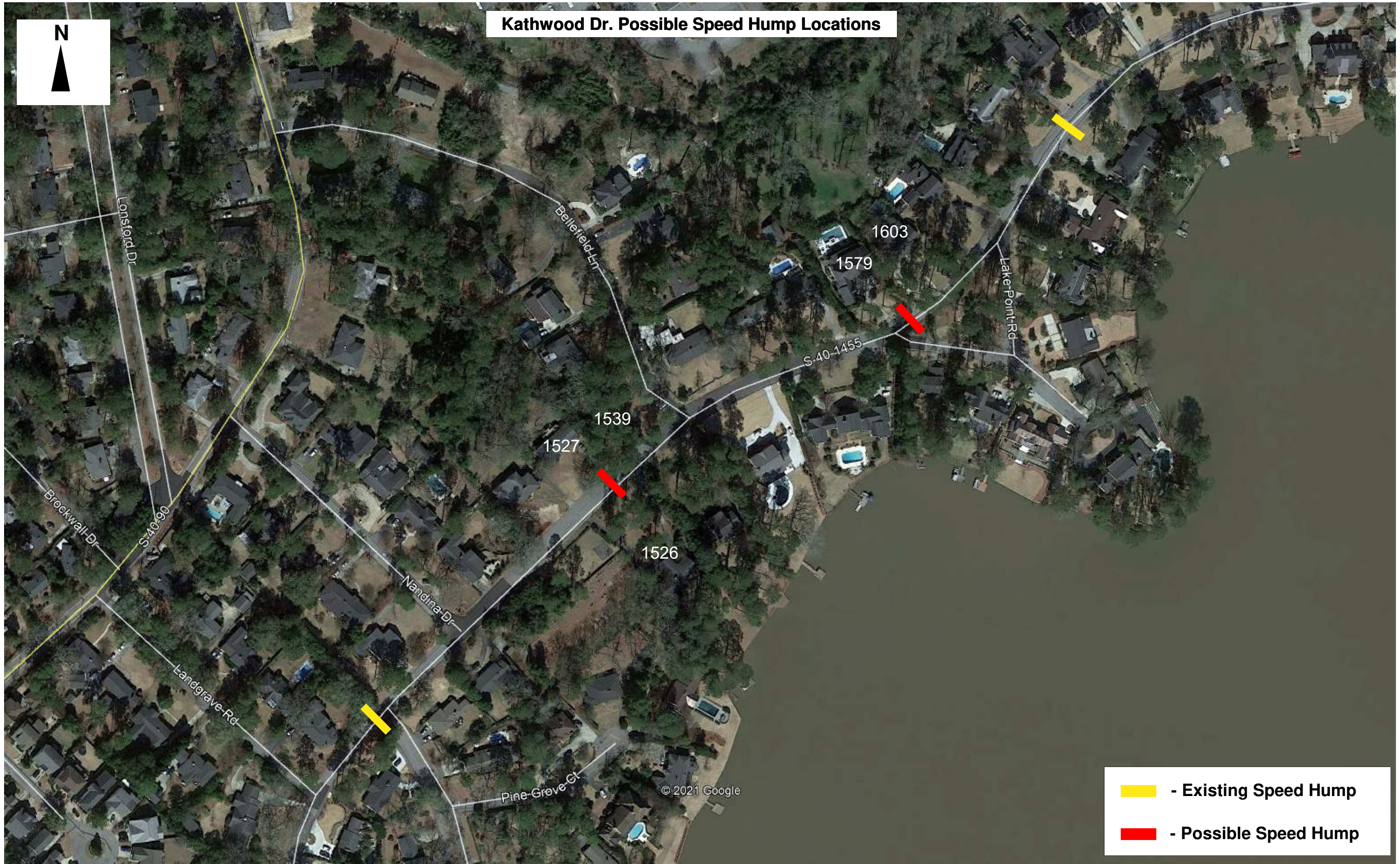
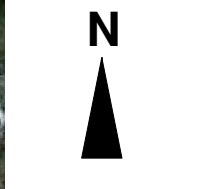
The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

Kathwood Dr. Possible Speed Hump Locations





EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, City Traffic Engineer *Andrew K. Ritter*
SUBJECT: Traffic Calming – Kathwood Drive
DATE: November 22, 2021

In response to a petition from residents in the area of Kathwood Drive, traffic volume/speed surveys were conducted relative to the need for additional traffic control measures.

Kathwood Drive is a two-lane, residential street, owned and maintained by the S.C. Department of Transportation (SCDOT). The speed limit is posted for 30 mph.

Residents have requested two speed humps as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed location. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval.

THE LAW OFFICES OF MARION M. MOSES, LLC

ATTORNEY AT LAW

Post Office Box 5615
Columbia, South Carolina 29250
2909 Devine Street
Columbia, South Carolina 29205

Phone: 803-771-7011
Facsimile: 803-771-7022
E-mail: mmoses@moseslawsc.com
www.moseslawsc.com

November 3, 2021

Andrew Ritter,
City of Columbia, Traffic Engineering
2910 Colonial Drive
Columbia, South Carolina 29203

Re: Concurrences for proposed speed hump locations on Kathwood Drive

Dear Mr. Ritter -

In response to your email dated 10/11/21 regarding the City's proposed speed hump locations along the 1500 block of Kathwood Drive, I have spoken to the property owners whose properties would front the proposed speed humps and signage. I have shown them the map that was sent to me outlining the locations of the speed humps. I have explained to them that a sign that notifies traffic of the speed humps would be placed in front of their properties.

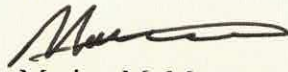
After reviewing this information with the property owners, they have concurred to the location of the speed humps. The following have signed this letter in concurrence to the locations that were provided by the City.

<u>Janet H. Luf</u>	<u>1603 Kathwood Dr.</u>
<u>V. B. Gandy</u>	<u>1579 Kathwood Dr.</u>
<u>Timothy L. Huelbel</u>	<u>1539 Kathwood Drive</u>
<u>Chad Lynch</u>	<u>1527 Kathwood Drive</u>
<u>Marion M. Moses</u>	<u>1526 Kathwood Drive</u>

Should you need further information regarding this issue, please let me know and we will address it in a timely fashion. Again, thank you for your assistance in getting this handled.

With Kindest Regards, I am

Sincerely,

A handwritten signature in dark ink, appearing to read 'Marion M. Moses', with a stylized, flowing script.

Marion M. Moses
1526 Kathwood Drive
Columbia, SC 29206

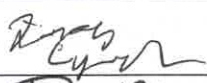
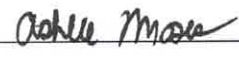
Petition for Traffic Calming

We, the undersigned property owners and neighbors of The City of Columbia do hereby request that The City of Columbia install speed humps in the 1500 block of Kathwood Drive, Columbia, South Carolina 29206.

We support the implementation of residential traffic calming devices and feel they will improve the safety of our neighborhood by installation of such devices on the 1500 block of Kathwood Drive. We feel that no less than two (2) such devices should be considered for the 1500 block of Kathwood Drive, Columbia, SC.

	NAME (Print)	Address	Signature	Date
1	JoAnn Turnquist	1579 Kathwood	JoAnn Turnquist	10/5/20
2	Ernest C. Sizer	Columbia, SC 29206	Ernest C. Sizer	10/5/20
3	Helene Roman	1569 Kathwood	Helene Roman	10/5/20
4	R C McEntire Jr	1 LAKE PT	R C McEntire Jr	10/5/20
5	Robert Webling	1561 Kathwood	Robert Webling	10-5-20
6	Michael Kaur	1555 Kathwood	Michael Kaur	10/5/20
7	John S. Myer Jr	1519 Kathwood	John S. Myer Jr	10/5/20
8	Alec Chaplin Jr	1548 Kathwood	Alec Chaplin Jr	10/5/2020
9	Sarah Smith	1538 Kathwood	Sarah Smith	10/6/2020
10	Chad Lynch	1527 Kathwood	Chad Lynch	10/6/2020

SARAH
SMITH

11	Tracey Lynd	1527 Kathwood Dr		10/6
12	TIMOTHY L. HUEBEL	1539 Kathwood Drive		10/6/2020
13	Marion MOSES	1526 KATHWOOD DR.		10/06/2020
14	Oshelle MOSES	1526 Kathwood Dr		10/6/2020
15				
16				
17				
18				
19				
20				



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council
Teresa Wilson, City Manager

Cc: Jeff Palen, CFO/Assistant City Manager

FROM: Missy Caughman, Budget & Program Management Director *MAC* **DATE:** December 1, 2021

RE: Hospitality Tax Requests

City Council has received the following requests for consideration for support through a Hospitality Tax Grants:

Organization	Project	Amount Requested
7Sunday	3 Year Anniversary Concert	\$20,000
WIL Women in Leadership	Opening Day Event	\$25,000
Violins of Hope & Varna International	Violins of Hope Holocaust Commemoration & Concert	\$25,000

The amount available for allocation from Hospitality Tax is \$75,000 resulting from cancelation of events that will no longer need the funds. All requests are subject to Hospitality Tax Grant Guidelines for eligible expenses and required documentation.

Please let me know if you have any questions or if you need additional information.

Ordinance No.: 2021-098

*Amending the 1998 Code of Ordinances of the City of Columbia,
South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election;
election districts, (b)*

WHEREAS, the City of Columbia (“the City”) acting by and through its Mayor and City Council (the “City Council”), in compliance with the United States Constitution, the Constitution of the State of South Carolina, the South Carolina Code of Laws, 1976, as amended, and the United States Voting Rights Act of 1965, as amended (collectively, the “Law”), has determined to realign the electoral districts for the election of members of City Council following, pursuant to, and in accordance with the Federal Decennial Census of 2020 (“2020 U.S. Census”) and the Law; and,

WHEREAS, there presently exist four single member districts (“Election Districts”) for the election of City Council members in the City; and

WHEREAS, this Ordinance is for the purpose of defining the district boundaries of the Election Districts to meet the requirements of, and in accordance with, the Law; and,

WHEREAS, the re-defining of the election district boundaries for redistricting purposes is based upon the 2020 U.S. Census in order that the population of such Election Districts shall comply with the constitutional requirement of “One Person, One Vote” and the requirements set forth in the United States Voting Rights Act of 1965, as amended; and,

WHEREAS, the City, acting by and through its Mayor and City Council, will follow certain criteria in adopting new boundaries for its Election Districts, specifically, Election Districts shall be contiguous, and the City shall endeavor to reduce the splitting of neighborhoods primarily residential in character, and minimize the splitting of precincts, provided that these criteria shall be subordinate to Election District contiguity and compliance with the Law; and,

WHEREAS, the pertinent demographic data in reference to the Election Districts, from such 2020 U.S. Census, is attached to this ordinance as Exhibit A and is incorporated herein by reference and is fully set forth verbatim herein; and,

WHEREAS, a map depicting the redistricting of the Election Districts, as determined by City Council, in accordance with the Law, and utilizing the aforementioned criteria, is attached to this ordinance as Exhibit B, and is incorporated herein by reference as if fully set forth verbatim herein; and,

WHEREAS, City Council desires to clarify for the public what precincts and portions of precincts the Census Block numbers contained in this Ordinance signify, Exhibit C, which illustrates the aforesaid with population, both total and over eighteen (Voting Age Population or “VAP”) and demographics for each precinct and precinct portion, is attached to this Ordinance for that purpose; and,

WHEREAS, City Council desires to authorize and direct City Staff to take such administrative actions and to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts

LEGAL DEPARTMENT DRAFT

provided for and adopted in this Ordinance, including the elections required thereby, and in accordance with the Law; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code or Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b), is amended to read as follows:

- (b)(1) The four single-member Election ~~d~~Districts, ~~composed of the following census blocks as enumerated by the United States Bureau of Census in the 2010 Decennial census as presented in Public Law 94-171:~~ for the election of City Council members in the City of Columbia are hereby redistricted as described in this section, with the map of the districts being kept on file in the office of the city clerk. Specifically, the four single-member Election Districts for the election of City Council members for the City of Columbia shall contain the following Census Blocks, allocated by district as follows:

~~(1) — City Council District 1.~~

~~Lexington County~~

~~VTD-049~~

~~Tract 211.11~~

~~Blocks: 1000, 1001, 1002, 3000, 3001, 3002, 3003, 3006, 3009, 3011, 3012, 3013, 3014, 3016, 3018, 30239~~

~~VTD-049 Subtotal9~~

~~VTD-054~~

~~Tract 211.12~~

~~Blocks: 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2023, 2024, 2035, 2036, 2037399~~

~~VTD-054 Subtotal399~~

~~Richland County~~

~~Ardincaple~~

~~Tract 3~~

~~Blocks: 2012, 2018, 20190~~

~~Tract 4~~

~~Blocks: 20160~~

~~Tract 105.02~~

~~Blocks: 1007, 1009, 1012, 1013, 1015, 1016, 1017, 1018, 1021, 1022, 1026, 1033, 1034, 1039, 1040, 1044, 1045, 1048, 104954~~

~~Ardincaple Subtotal54~~

~~Beatty Road~~

~~Tract 104.10~~

~~Blocks: 3002, 30032~~

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Beatty Road Subtotal2

College Place

Tract 106

Blocks: 1000, 1001, 1002, 1006, 1008, 1014, 1015, 1030, 1031, 1033, 1037, 1039, 1042, 1043, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 20281,495

College Place Subtotal1,495

Dennyside

Tract 106

Blocks: 30010

Tract 107.01

Blocks: 3011, 3035, 3036, 30370

Dennyside Subtotal0

Dentsville

Tract 108.03

Blocks: 2028, 20290

Tract 108.04

Blocks: 1000, 1031, 10320

Dentsville Subtotal0

Fairlawn

Tract 108.05

Blocks: 1005, 1010, 10110

Tract 114.04

Blocks: 10850

Fairlawn Subtotal0

Fairwold1,165

Greenview

Tract 107.03

Blocks: 1001, 1003, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 1018, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 3000, 3002, 3003, 3004, 3006, 3008, 3009, 3010, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 30262,291

Greenview Subtotal2,291

Harbison #1

Tract 103.04

Blocks: 1018, 1025, 1058, 1059, 1062, 2005, 2007, 2009, 2013, 2014, 2021, 2023, 2026791

Tract 103.09

Blocks: ~~3008, 3009, 3010, 3011, 3012, 3013, 3017, 3020, 3021, 3032~~457

Harbison #1 Subtotal1,248

Harbison #2

Tract ~~103.04~~

Blocks: ~~3024, 3025, 3026, 3027, 3028, 3029, 3035, 3036, 3037, 3038, 3039, 3040, 3042, 3043, 3044, 3045, 3047~~574

Tract ~~103.09~~

Blocks: ~~2000, 2001, 2002, 2003, 2004, 2056, 2057, 2058, 2059, 2060, 2061, 2062~~1

Harbison #2 Subtotal575

Keels

Tract ~~108.05~~

Blocks: ~~1002, 1003, 1004, 1006, 1007, 1008, 1022~~3

Keels Subtotal3

Kingswood

Tract ~~104.07~~

Blocks: ~~1000, 1001, 1002, 2005, 2025, 2026, 2028, 2029, 2030, 2035, 2040~~254

Tract ~~104.08~~

Blocks: ~~1011, 1013~~2

Kingswood Subtotal256

Lincolnshire

Tract ~~107.01~~

Blocks: ~~2006, 2007, 2008, 2009, 2011, 3005~~0

Lincolnshire Subtotal0

Meadowlake

Tract ~~107.02~~

Blocks: ~~3011, 3014~~0

Tract ~~108.05~~

Blocks: ~~1009, 1012~~0

Tract ~~108.06~~

Blocks: ~~1002, 1003, 1005, 1006, 1007, 1010, 1011, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1022, 1023, 1025, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1040, 1041, 1042, 1043, 1044, 1045, 1051, 1053~~555

Meadowlake Subtotal555

Monticello

Tract ~~102~~

Blocks: ~~3057, 3108~~0

Tract ~~105.01~~

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~~Blocks: 2002, 2003, 2004, 2005, 2006, 2008, 2009, 2010, 2011, 2012, 2020, 2022581~~

~~Monticello Subtotal581~~

~~Oak Point~~

~~Tract 103.09~~

~~Blocks: 1009, 1010, 1012, 1017, 1018, 1019, 1020, 1021, 1022, 1033, 1034, 1036, 1041, 1042, 1043, 1044, 1045, 1046, 1048, 1049, 1057, 1062, 10641,745~~

~~Oak Point Subtotal1,745~~

~~Old Friarsgate~~

~~Tract 103.05~~

~~Blocks: 20040~~

~~Old Friarsgate Subtotal0~~

~~Parkridge~~

~~Tract 103.04~~

~~Blocks: 1000, 1003, 1005, 1009, 1011, 1016, 1017, 1026, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1039, 1040, 1041, 1042, 1044, 1045, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1056, 1057, 1060, 2004, 2010, 2011, 2012981~~

~~Parkridge Subtotal981~~

~~Pine Grove~~

~~Tract 103.04~~

~~Blocks: 4001, 4004, 4009, 4010, 4013, 4014, 401724~~

~~Tract 104.10~~

~~Blocks: 10020~~

~~Pine Grove Subtotal24~~

~~Ridgewood~~

~~Tract 3~~

~~Blocks: 1000, 1005, 10101~~

~~Tract 106~~

~~Blocks: 3024, 3044, 4001, 4003, 4004, 4012, 4014, 4015, 4024, 4026, 4029, 4030, 4031, 4032, 4033, 4037, 4038, 4040, 4042, 4043170~~

~~Ridgewood Subtotal171~~

~~Riverwalk~~

~~Tract 103.08~~

~~Blocks: 10280~~

~~Tract 103.09~~

~~Blocks: 1055, 1056, 2007, 2008, 2009, 2010, 2013, 2015, 2016, 2022, 2030, 2036, 2037, 2046, 2048, 2052, 2053, 3000, 300752~~

~~Riverwalk Subtotal52~~

Skyland

Tract 6

Blocks: 20330

Tract 105.02

Blocks: 10460

Skyland Subtotal 0

Walden

Tract 103.09

Blocks: 2063, 2064, 20650

Tract 104.07

Blocks: 20000

Tract 104.08

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 10156, 164

Tract 104.09

Blocks: 1000, 1005, 1006, 1007, 1009, 1017, 1018, 1019, 1020, 1021, 1025851

Tract 105.01

Blocks: 20210

Walden Subtotal 7,015

Ward 19

Tract 5

Blocks: 1000, 2009, 20280

Ward 19 Subtotal 0

Ward 20

Tract 2

Blocks: 1020, 1021, 102917

Tract 4

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 20261, 874

Tract 6

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1011, 1015, 1016, 1017, 1020, 1023, 1029, 1030, 1031531

Ward 20 Subtotal 2,422

Ward 21

Tract 1

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1043, 1044, 1045, 1046, 2000, 2001, 20021,992~~

~~Tract 109~~

~~Blocks: 1004, 1006, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 2000233~~

~~Ward 21 Subtotal2,225~~

~~Ward 22~~

~~Tract 3~~

~~Blocks: 1012, 1013, 1014, 1015, 1016, 1023, 1024, 1025, 1026, 1027, 1028, 1030, 1031, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 2005, 2006, 2011, 2013, 2015, 2016, 2017, 2025, 2029, 2030, 2032, 2033, 2034, 2035, 2036, 2037, 2039, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 20601,890~~

~~Tract 105.02~~

~~Blocks: 10080~~

~~Ward 22 Subtotal1,890~~

~~Ward 29~~

~~Tract 2~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1024583~~

~~Tract 106~~

~~Blocks: 3000, 3005, 3006, 3008, 3009, 3010, 3012, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3027, 3028, 3029, 3030, 3032, 3033, 3034, 3035, 3038, 3039, 3040, 3041, 3042, 3043, 3045, 3051, 4000, 4005, 4027, 40451,160~~

~~Ward 29 Subtotal1,743~~

~~Ward 3~~

~~Tract 6~~

~~Blocks: 1010, 1012, 1013, 1018, 1019, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1032, 2000, 2001, 2002, 2004, 2005, 2006, 2010, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 20451,750~~

~~Tract 7~~

~~Blocks: 20190~~

~~Tract 105.02~~

~~Blocks: 1010, 1027, 1028, 1031, 1032, 1035, 1036, 1037, 1047, 1050213~~

~~Ward 3 Subtotal1,963~~

~~Ward 311,723~~

~~Ward 4~~

~~Tract 5~~

~~Blocks: 2027, 2046, 20580~~

~~Tract 7~~

~~Blocks: 1010, 1011, 1012, 1013, 1014, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1042, 1043, 1044, 1045, 1057, 1058, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 1,681~~

~~Ward 4 Subtotal1,681~~

~~Westminster~~

~~Tract 104.12~~

~~Blocks: 10000~~

~~Westminster Subtotal0~~

~~DISTRICT TOTAL32,268~~

~~(2) — City Council District 2.~~

~~Lexington County~~

~~VTD-052~~

~~Tract 205.10~~

~~Blocks: 4041151~~

~~VTD-052 Subtotal151~~

~~Richland County~~

~~Dentsville~~

~~Tract 108.04~~

~~Blocks: 1026, 10270~~

~~Dentsville Subtotal0~~

~~Edgewood~~

~~Tract 109~~

~~Blocks: 2006, 2009, 2010, 2011, 2012, 2013, 2030, 2031, 2032, 2033, 2035, 2038, 2040, 2041, 2042, 2045, 2050, 2054, 2055, 2057, 2058, 2059, 1,348~~

~~Tract 110~~

~~Blocks: 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 1013, 1014, 1015, 1016, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 1,525~~

~~Edgewood Subtotal2,873~~

~~Keenan~~

~~Tract 108.04~~

~~Blocks: 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2022, 2031, 2032, 2034, 2035, 2036, 2038, 472~~

~~Tract 111.01~~

~~Blocks: 1046, 1047, 1050, 2002, 3001, 3012, 3015, 3016, 3018, 302, 683~~

~~Keenan Subtotal555~~

~~N Forest Acres~~

Tract 111.01

Blocks: 2010, 2013, 2014, 2017, 2021, 20247

N Forest Acres Subtotal7

Olympia

Tract 28

Blocks: 1025, 1052, 1054, 1057, 1060, 1065, 1073, 2000, 2001, 2007, 2011, 2022, 3026, 3031, 3032961

Olympia Subtotal961

Riverside

Tract 104.12

Blocks: 2028, 2029, 2037, 2038, 2039, 204138

Tract 104.13

Blocks: 1000, 1001, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1013, 1015, 1017, 1019, 1026, 1027, 1028, 1029, 1031, 1040, 1041, 2001, 2002, 2004, 2005, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 20231,903

Riverside Subtotal1,941

Skyland

Tract 104.03

Blocks: 3000, 3001, 3002, 3004, 3012, 3014, 3017, 3024, 3025, 3029, 3030, 3031, 3032, 3037, 3039, 30411,731

Tract 104.13

Blocks: 1002, 1030, 1032, 10335

Skyland Subtotal1,736

St. Andrews

Tract 104.03

Blocks: 1012, 1019, 1020, 1028, 1029, 1030, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1050, 1051, 1053, 1054, 1057, 1058, 1060, 1061, 1065, 1068, 1069, 1070, 1072, 1073, 1075, 1076, 1079, 1080, 1082, 1083, 1087, 1088, 1092, 1093, 1094, 1095, 1096, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1112, 1116, 2003, 2008, 2016, 2018, 2019, 2021, 2023, 2024, 2035, 2038, 2039, 2043, 2047, 2048, 2050, 2051, 2052366

St. Andrews Subtotal366

Ward 1

Tract 29

Blocks: 2000, 2026, 3002, 3004, 3005746

Tract 31

Blocks: 2042, 20460

Ward 1 Subtotal746

Ward 18

Tract 11

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 2004, 2005, 2007, 2008, 2009, 2010, 2011, 2012, 2019, 2020, 2021, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5022, 5023, 5024, 5025, 5026, 048

Ward 18 Subtotal 2,048

Ward 19

Tract 5

Blocks: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1012, 1013, 1014, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1029, 1030, 1031, 1032, 1033, 1034, 1037, 1038, 1039, 1041, 1042, 1044, 1045, 1046, 1047, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2048, 2051, 2052, 2053, 2055, 2, 148

Ward 19 Subtotal 2,148

Ward 21, 017

Ward 21

Tract 109

Blocks: 2003, 2004, 2005, 2007, 2008, 2014, 2015, 2017, 2019, 2020, 2021, 2022, 2025, 2026, 2027, 2028, 2034, 2036, 2046, 2049, 2051, 2053, 2056, 875

Tract 110

Blocks: 1000, 1001, 23

Ward 21 Subtotal 898

Ward 301, 297

Ward 321, 345

Ward 33

Tract 13

Blocks: 2022, 2026, 2027, 2028, 2029, 3000, 3001, 3002, 3003, 3009, 3010, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 449

Tract 21

Blocks: 3007, 3017, 0

Tract 30

Blocks: 1004, 1005, 1006, 1010, 66

Ward 33 Subtotal 515

Ward 34

Tract 11

Blocks: 4001, 4002, 4003, 4004, 5027, 5028, 602

Ward 34 Subtotal 602

Ward 4

Tract 5

Blocks: 2043, 2044, 2045, 2047, 2054, 2056, 0

Tract 7

Blocks: 1000, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1015, 1016, 1017, 1018, 1019, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 105655

Tract 10

Blocks: 3001, 3002, 3004, 3005, 3006, 3007, 3008306

Ward 4 Subtotal361

Ward 5

Tract 28

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1055, 1062, 1063, 1064, 1074, 1077, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3020, 3021, 3022, 3023, 3024, 3028, 30294,422

Tract 29

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025563

Tract 31

Blocks: 2043, 2044, 2045, 2047, 20510

Ward 5 Subtotal4,985

Ward 6

Tract 111.01

Blocks: 2000, 2001, 2003, 2004, 2005, 2006, 2007, 2008, 2011, 2018, 2019, 2022, 2023, 2025, 2026, 2027, 2028, 3013, 3017, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 30441,508

Ward 6 Subtotal1,508

Ward 7

Tract 7

Blocks: 10010

Tract 9

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2022, 2023, 2024, 2026, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2043, 2045, 2046, 2047, 2048, 3000, 3001, 3002, 3003, 3004, 3005, 30061,780

Tract 10

Blocks: 3000, 300334

Tract 110

Blocks: 20170

Ward 7 Subtotal1,814

Ward 82,163

Ward 92,185

Westminster

Tract 104.12

Blocks: 1001, 1002, 2000, 2006, 2023, 2034, 203670

Tract 104.13

Blocks: 2000, 2003, 20063

Westminster Subtotal73

DISTRICT TOTAL32,295

~~(3) — City Council District 3.~~

Richland County

Bluff

Tract 117.02

Blocks: 2006, 2007, 2008, 2012, 2013, 2014, 2016, 2018, 2021, 2025, 2026, 2029, 2030, 2031, 2032, 2035, 2036, 2037, 2038, 2040, 2042, 2044, 2045, 2048, 2051, 2052, 2053, 2054, 2060, 2077, 2082, 2083, 2091, 2092, 2096, 210438

Bluff Subtotal38

Brandon

Tract 116.03

Blocks: 20480

Tract 116.07

Blocks: 1007, 1008, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1035, 1043, 1044, 1045, 1046, 1047, 1048, 1054, 1055, 10562,264

Tract 116.08

Blocks: 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1019, 1020, 1022, 1023, 1024, 1025, 1027, 1028, 1030, 1031, 1036, 1040, 1042, 1045, 1047, 1048, 1051, 1053, 1054, 1055, 1056, 1062, 1063, 1064, 1065, 1066, 1067, 1069, 1071, 1072, 1073, 10741,315

Brandon Subtotal3,579

Hampton

Tract 26.02

Blocks: 2036, 203857

Tract 26.03

Blocks: 1000, 1003, 1004, 1005, 1026, 1041, 1049, 1050, 1051, 1053, 1054, 1056, 1059, 1060, 1061, 1063, 1066, 2004, 2005, 2006, 2007, 2009, 2010, 2011, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023, 2024, 2025, 2026, 2030, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2052, 2053, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3012, 3013, 3014, 3015, 30221,751

Hampton Subtotal1,808

Meadowfield

Tract ~~116.04~~Blocks: ~~4007, 4008, 4009, 4020, 4021, 4024, 4025, 4026, 4027, 4030603~~Tract ~~116.07~~Blocks: ~~1000, 1001, 1002, 1005, 1006172~~Meadowfield Subtotal ~~775~~

Mill Creek

Tract ~~116.07~~Blocks: ~~1049, 1050, 1051, 1052, 1053, 1070, 1072174~~Tract ~~116.08~~Blocks: ~~1070, 4002, 4012, 40140~~Mill Creek Subtotal ~~174~~

N Forest Acres

Tract ~~112.02~~Blocks: ~~2004, 204812~~N Forest Acres Subtotal ~~12~~

Olympia

Tract ~~26.02~~Blocks: ~~2016, 20390~~Tract ~~26.03~~Blocks: ~~30210~~Tract ~~27~~Blocks: ~~40060~~Tract ~~28~~Blocks: ~~2018, 2040, 2045, 2051, 20630~~Tract ~~117.01~~Blocks: ~~1049, 1053, 1054, 1055, 1063, 1065, 1071, 1072, 1073, 2001, 2002, 2005, 2006, 2007, 2009, 2017, 2020, 2021, 2024, 2025, 2027, 2032, 2036, 2051307~~Olympia Subtotal ~~307~~

S Forest Acres

Tract ~~12~~Blocks: ~~1019, 1024, 1025, 1026, 1038, 1041, 10427~~S Forest Acres Subtotal ~~7~~

South Beltline

Tract ~~26.03~~Blocks: ~~2000, 2001, 20550~~

Tract 26.04

Blocks: 1000, 1001, 1005, 1007, 1008, 1009, 1010, 1011, 1015, 1017, 1020, 1023, 1024, 1030, 1031, 1032, 1033, 1038, 974

Tract 116.04

Blocks: 1000, 1001, 1003, 1004, 1005, 1006, 1007, 1009, 1010, 1011, 1012, 1013, 2000, 2002, 2003, 970

South Beltline Subtotal 1,944

Ward 1

Tract 27

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 501

Tract 29

Blocks: 3000, 3001, 3003, 1, 923

Tract 30

Blocks: 1001, 1003, 1007, 1011, 1012, 1013, 1014, 1015, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 2, 754

Tract 31

Blocks: 2041, 2048, 2049, 2050, 135

Ward 1 Subtotal 5,313

Ward 10

Tract 27

Blocks: 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3012, 3013, 3014, 3015, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 4001, 4002, 4003, 4004, 4010, 4011, 4012, 4013, 2, 174

Ward 10 Subtotal 2,174

Ward 11

Tract 26.02

Blocks: 1005, 1006, 1007, 1008, 1009, 1010, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1053, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2037, 1, 738

Tract 26.03

Blocks: 1043, 3017, 487

Ward 11 Subtotal 2,225

Ward 122,034

Ward 132,786

Ward 142,038

Ward 151,297

Ward 16

Tract 12

Blocks: 1039, 1040, 104444

Tract 23

Blocks: 1004, 1005, 1006, 1012, 1013, 1016, 1017, 1018245

Tract 25

Blocks: 30020

Ward 16 Subtotal289

Ward 17

Tract 25

Blocks: 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4009, 4010, 4011404

Ward 17 Subtotal404

Ward 18

Tract 11

Blocks: 2002, 2003, 2006, 2013, 2014, 3023159

Ward 18 Subtotal159

Ward 231,357

Ward 33

Tract 21

Blocks: 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3027847

Tract 30

Blocks: 1008, 10098

Ward 33 Subtotal855

Ward 34

Tract 11

Blocks: 2000, 2001, 2015, 2016, 2017, 2018, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3016, 3017, 3018, 3019, 3024, 3025, 3026, 3033, 4000, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014927

Ward 34 Subtotal927

Ward 5

Tract 27

Blocks: 4000107

Tract 28

Blocks: 3018, 30190

Ward 5 Subtotal107

Ward 6

Tract 112.02

~~Blocks: 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2021, 2022, 2047273~~

~~Ward 6 Subtotal273~~

~~Woodlands~~

~~Tract 116.04~~

~~Blocks: 2013, 2014, 2016, 2017, 2038, 2039, 2040, 2045, 2046, 2047, 2048, 2049, 2055, 2060, 30321,795~~

~~Woodlands Subtotal1,795~~

~~DISTRICT TOTAL32,677~~

~~(4) — City Council District 4.~~

~~Richland County~~

~~Brandon~~

~~Tract 116.08~~

~~Blocks: 2009, 2010, 2015, 20177~~

~~Brandon Subtotal7~~

~~Caughman Road~~

~~Tract 116.06~~

~~Blocks: 1000, 1005, 1010, 4002, 4003, 4005, 4020281~~

~~Caughman Road Subtotal281~~

~~Gregg Park~~

~~Tract 24~~

~~Blocks: 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3038, 3039, 3040734~~

~~Tract 113.01~~

~~Blocks: 5000, 5009, 6001, 6005, 6006, 6007, 6008, 6009, 6010, 6015, 6018, 6020, 6021, 6025, 6026, 6027, 7082, 7097, 709852~~

~~Tract 115.01~~

~~Blocks: 4012, 40600~~

~~Gregg Park Subtotal786~~

~~Lykesland~~

~~Tract 116.06~~

~~Blocks: 2000, 2002, 2008, 2019, 2020178~~

~~Tract 116.08~~

~~Blocks: 3000, 3003, 3006, 3007, 3008, 3009, 3012, 3013, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3026, 3030, 6000, 6001, 6002, 6003, 6004, 6005, 6006, 6019793~~

~~Lykesland Subtotal971~~

~~Meadowfield~~

~~Tract 116.04~~

LEGAL DEPARTMENT DRAFT

Blocks: ~~3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3027, 3034, 3035, 3036, 3037, 3038, 3039, 4001, 4002, 4003, 4006~~704

Meadowfield Subtotal 704

Mill Creek

Tract 116.08

Blocks: ~~4004, 4005, 5002, 5003~~328

Mill Creek Subtotal 328

Pennington

Tract 116.03

Blocks: ~~1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1037, 1038, 1039, 1046, 1047, 1048, 1049, 1051, 1052, 1054, 1055, 1057, 1058, 1059, 1060, 1061, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1075, 1078, 1080, 1085, 1086, 1087, 1088, 1089, 1090, 1093, 1095, 2029, 2047~~3,549

Tract 116.08

Blocks: ~~1058, 1059, 1060, 1061~~0

Pennington Subtotal 3,549

Pine Lakes

Tract 119.01

Blocks: ~~1004, 1005, 1006, 1007, 1009, 1017, 1018, 1021, 1023, 2020, 2032, 2033~~297

Pine Lakes Subtotal 297

Polo Road

Tract 114.12

Blocks: ~~2001, 2002, 2003, 2004, 2005, 2007, 2032, 2039, 2040, 2041~~441

Tract 114.13

Blocks: ~~1001, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1021, 1022, 1024, 1026, 1027, 1035, 1036, 1037, 1038, 1040, 1041, 1042, 1043, 1044, 1049, 1050~~1,831

Polo Road Subtotal 2,272

Pontiac

Tract 114.07

Blocks: ~~1009, 1022, 1023, 1024, 1025, 1028, 1030, 1033, 1038, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1058, 1059, 1061, 1063, 1064, 1065, 1066, 1068, 1069, 1071, 1088, 1089, 1091, 1093, 1095, 1096, 1097, 1111, 1112, 1113, 1115, 1116, 1117, 1118, 1120, 1124, 1125~~1,508

Tract 114.14

Blocks: ~~1041, 1042, 1044, 1051, 1057, 1060, 1062, 1064, 1066, 1067, 1068, 1069, 1072, 1081, 1082, 1084, 1085~~460

Pontiac Subtotal 1,968

S-Forest Acres

Tract 12

~~Blocks: 1022, 102713~~

~~Tract 24~~

~~Blocks: 2006, 2007, 2009, 20268~~

~~Tract 112.01~~

~~Blocks: 1005, 1018, 1019, 1023, 1026, 20318~~

~~S Forest Acres Subtotal29~~

~~South Beltline~~

~~Tract 116.04~~

~~Blocks: 2009, 2010, 2053, 205922~~

~~South Beltline Subtotal22~~

~~Valhalla~~

~~Tract 114.14~~

~~Blocks: 10400~~

~~Valhalla Subtotal0~~

~~Ward 16~~

~~Tract 12~~

~~Blocks: 1028, 1029, 1030, 1031, 1032, 1035, 1036, 1046226~~

~~Tract 23~~

~~Blocks: 1000, 1001, 1002, 1003, 1009, 1010, 1011, 1014, 1015, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3023, 3024, 30251,016~~

~~Ward 16 Subtotal1,242~~

~~Ward 17~~

~~Tract 23~~

~~Blocks: 2000, 2001, 2002, 2003, 2013, 2014, 2015, 2016, 2017, 2018, 2019720~~

~~Tract 24~~

~~Blocks: 1016, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1042, 1043, 1044, 1046, 1047, 1048, 1052, 1053787~~

~~Ward 17 Subtotal1,507~~

~~Ward 24~~

~~Tract 12~~

~~Blocks: 1033, 1034, 1037135~~

~~Tract 23~~

~~Blocks: 3000, 3001, 3002, 3003, 3018, 3019, 3020, 3021, 3022160~~

~~Tract 24~~

~~Blocks: 1005, 1009, 1010, 1011, 1014, 1015, 1017197~~

Tract 112.01

Blocks: 1020, 1021, 1022, 1028, 1029, 2012, 2013, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2030, 2032, 643

Ward 24 Subtotal 1,135

Ward 25

Tract 24

Blocks: 1000, 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1012, 1013, 1018, 1019, 1020, 1021, 1022, 1040, 1041, 1045, 1049, 1050, 1051, 2008, 2010, 2011, 2012, 2013, 2014, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2029, 3030, 3035, 104

Tract 115.01

Blocks: 1088, 10890

Ward 25 Subtotal 2,104

Ward 26

Tract 24

Blocks: 3028, 3031, 30320

Tract 115.01

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1090, 1091, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 4055, 4056, 4057, 4058, 4059, 4061, 10, 945

Tract 115.02

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2, 133

Tract 116.03

Blocks: 1041, 1042, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2049, 2050, 2051, 2052, 2053, 1, 403

Tract 9801

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052,

1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 115422

Ward 26 Subtotal 14,503

Woodfield

Tract 113.05

Blocks: 1004, 1022, 1029, 1030, 103594

Woodfield Subtotal 94

Woodlands

Tract 116.04

Blocks: 2004, 2018, 2019, 2025, 2030, 2031, 2033, 2035, 2036, 2037, 3025, 3026, 3028, 3029, 3030, 3031, 3033573

Woodlands Subtotal 573

DISTRICT TOTAL 32,372

District 1

District 1: Lexington County: Vtd CHALLEDON: Block 211111000, Block 211111001, Block 211113000, Block 211113001, Block 211113002, Block 211113005, Block 211113006, Block 211113007, Block 211113008, Block 211113009, Block 211113011, Block 211113015, Block 211113016, Block 211113024; Vtd QUAIL VALLEY: Block 211122003, Block 211122004, Block 211122005, Block 211122009, Block 211122010, Block 211122011, Block 211122012, Block 211122013, Block 211122014, Block 211122015, Block 211122016, Block 211122018, Block 211122019, Block 211122021; Richland County: Vtd Fairwold, Vtd Ward 3: Block 6001010, Block 6001011, Block 6001017, Block 6001018, Block 6001019, Block 6001020, Block 6001022, Block 6001023, Block 6001024, Block 6001025, Block 6001026, Block 6001029, Block 6002000, Block 6002001, Block 6002002, Block 6002004, Block 6002005, Block 6002008, Block 6002010, Block 6002013, Block 6002014, Block 6002015, Block 6002016, Block 6002017, Block 6002018, Block 6002021, Block 6002022, Block 6002023, Block 6002024, Block 6002025, Block 6002026, Block 6002027, Block 6002028, Block 6002029, Block 6002030, Block 6002031, Block 6002032, Block 6002033, Block 6002034, Block 6002035, Block 6002036, Block 6002037, Block 6002038, Block 6002040, Block 6002041, Block 6002042, Block 6002043, Block 6002044, Block 6002046, Block 6002047, Block 7002018, Block 105021023, Block 105021028, Block 105021036, Block 105021037; Vtd Ward 4: Block 5002009, Block 7001007, Block 7001008, Block 7001009, Block 7001010, Block 7001011, Block 7001012, Block 7001016, Block 7001017, Block 7001018, Block 7001019, Block 7001020, Block 7001021, Block 7001022, Block 7001023, Block 7001024, Block 7001025, Block 7001026, Block 7001029, Block 7001031, Block 7001034, Block 7001035, Block 7001036, Block 7001037, Block 7001038, Block 7001039, Block 7002000, Block 7002001, Block 7002002, Block 7002003, Block 7002004, Block 7002005, Block 7002006, Block 7002007, Block 7002008, Block 7002009, Block 7002010, Block 7002011, Block 7002012, Block 7002013, Block 7002014, Block 7002015, Block 7002016, Block 7002017, Block 7002019, Block 7002020, Block 7002021, Block 7002022, Block 7002023, Block 7002024, Block 7002025, Block 7002026, Block 7002027, Block 7002028, Block 7002029, Block 7002030, Block 7002031, Block 7002032; Vtd Ward 20: Block 4001000, Block 4001001, Block 4001002, Block 4001003, Block 4001004, Block 4001005, Block 4001006, Block 4001007, Block 4001008, Block 4001009, Block 4001010, Block 4001011, Block 4001012, Block 4001013, Block 4001014, Block 4001015, Block 4001016, Block 4001017, Block 4001018, Block 4001019, Block 4001020, Block 4001021, Block 4001022, Block 4001023, Block 4001024, Block 4001025, Block 4001026, Block 4001027, Block 4001028, Block 4002000, Block 4002001, Block 4002002, Block 4002003, Block 4002005, Block 4002006, Block 4002007, Block 4002010, Block 4002011, Block 4002012, Block 4002013, Block 4002017, Block 4002018, Block 4002019, Block 4002020, Block 4002021, Block 4002022, Block 4002024, Block

4002025, Block 6001000, Block 6001001, Block 6001002, Block 6001003, Block 6001004, Block 6001005, Block
 6001006, Block 6001007, Block 6001008, Block 6001009, Block 6001013, Block 6001014, Block 6001015, Block
 6001016, Block 6001021, Block 6001027, Block 6001028; Vtd Ward 21: Block 1001000, Block 1001001, Block
 1001002, Block 1001003, Block 1001004, Block 1001005, Block 1001006, Block 1001007, Block 1001008, Block
 1001009, Block 1001010, Block 1001011, Block 1001012, Block 1001013, Block 1001014, Block 1001015, Block
 1001016, Block 1001017, Block 1001018, Block 1001019, Block 1001020, Block 1001021, Block 1001022, Block
 1001023, Block 1001024, Block 1001025, Block 1001026, Block 1001027, Block 1001028, Block 1001029, Block
 1001030, Block 1001031, Block 1001032, Block 1001033, Block 1001040, Block 1001041, Block 1001042, Block
 1002000, Block 1002003, Block 1002004; Vtd Ward 22: Block 3001015, Block 3001016, Block 3001018, Block
 3001019, Block 3001020, Block 3001021, Block 3001022, Block 3001023, Block 3001024, Block 3001025, Block
 3001027, Block 3001028, Block 3001029, Block 3001030, Block 3001031, Block 3001032, Block 3001033, Block
 3001034, Block 3001035, Block 3001036, Block 3002004, Block 3002007, Block 3002013, Block 3002014, Block
 3002016, Block 3002017, Block 3002018, Block 3002020, Block 3002021, Block 3002022, Block 3002023, Block
 3002024, Block 3002025, Block 3002026, Block 3002029, Block 3002030, Block 3002031, Block 3002034, Block
 3002036, Block 3002037, Block 3002038, Block 3002039, Block 3002040, Block 3002041, Block 3002042, Block
 3002043, Block 3002044, Block 3002045, Block 3002046, Block 3002047, Block 3002048, Block 3002049, Block
 3002050, Block 3002051, Block 3002052, Block 105021035; Vtd Ward 29: Block 2001000, Block 2001001, Block
 2001002, Block 2001003, Block 2001004, Block 2001005, Block 2001006, Block 2001007, Block 2001008, Block
 2001009, Block 2001010, Block 2001011, Block 2001012, Block 2001013, Block 2001014, Block 2001015, Block
 2001016, Block 2001017, Block 2001018, Block 2001019, Block 2001020, Block 2001021, Block 2001022, Block
 2001023, Block 2001024, Block 106003000, Block 106003005, Block 106003006, Block 106003009, Block
 106003010, Block 106003012, Block 106003016, Block 106003043, Block 106003044, Block 106003045, Block
 106003046, Block 106003047, Block 106003048, Block 106003049, Block 106003050, Block 106003051, Block
 106003052, Block 106003053, Block 106003054, Block 106003057, Block 106003058, Block 106003059, Block
 106003065, Block 106003066, Block 106003072, Block 106003084; Vtd Ward 31: Block 1001034, Block 1001035,
 Block 1001036, Block 1001037, Block 1001038, Block 1001039, Block 1001043, Block 1001044, Block 1001045,
 Block 1001046, Block 1001047, Block 1002001, Block 1002002, Block 2001025, Block 2001026, Block 2001027,
 Block 2001028, Block 2001029, Block 2001030, Block 2001031, Block 2001032, Block 2001033, Block 2001034,
 Block 2001035, Block 2002000, Block 2002001, Block 2002002, Block 2002003, Block 2002004, Block 2002005,
 Block 2002006, Block 2002007, Block 2002008, Block 2002009, Block 2002010, Block 2002011, Block 2002012,
 Block 2002013, Block 2002014, Block 2002015, Block 2002016, Block 2002017, Block 2002018, Block 2002019;
 Vtd Ardincaple: Block 3002011, Block 3002019, Block 4002008, Block 105021005, Block 105021008, Block
 105021010, Block 105021011, Block 105021012, Block 105021013, Block 105021015, Block 105021016, Block
 105021019, Block 105021020, Block 105021025, Block 105021029, Block 105021030, Block 105021034, Block
 105021038, Block 105021039, Block 105021040; Vtd Beatty Road: Block 104143000; Vtd College Place: Block
 106001000, Block 106001001, Block 106001004, Block 106001005, Block 106001008, Block 106001013, Block
 106001018, Block 106001027, Block 106001028, Block 106001029, Block 106001031, Block 106001033, Block
 106001035, Block 106001038, Block 106001041, Block 106002000, Block 106002001, Block 106002002, Block
 106002003, Block 106002004, Block 106002005, Block 106002006, Block 106002007, Block 106002008, Block
 106002009, Block 106002010, Block 106002011, Block 106002012, Block 106002013, Block 106002014, Block
 106002015, Block 106002016, Block 106002017, Block 106002018, Block 106002019, Block 106002020, Block
 106002021, Block 106002022, Block 106002023, Block 106002024, Block 106002025, Block 106002026; Vtd
 Dennyside: Block 105011003, Block 105011037, Block 105011039, Block 105011040, Block 105011041, Block
 105011042, Block 105011052, Block 105011053, Block 106003001, Block 106003004, Block 107013006, Block
 107013009, Block 107013011, Block 107013016, Block 107013032; Vtd Dentsville: Block 108032004, Block
 108032005, Block 108041000, Block 108041002, Block 108041004, Block 108041005; Vtd Fairlawn: Block
 114211016; Vtd Greenview: Block 107031001, Block 107031003, Block 107031005, Block 107031006, Block
 107031007, Block 107031008, Block 107031009, Block 107031010, Block 107031011, Block 107031012, Block
 107031013, Block 107031014, Block 107031016, Block 107031017, Block 107031019, Block 107031020, Block
 107031021, Block 107031022, Block 107031023, Block 107031024, Block 107031025, Block 107031026, Block
 107031027, Block 107031028, Block 107031029, Block 107031030, Block 107031031, Block 107031032, Block
 107032000, Block 107032001, Block 107032002, Block 107032003, Block 107032004, Block 107032005, Block
 107032006, Block 107032007, Block 107032008, Block 107032009, Block 107032010, Block 107032011, Block
 107032012, Block 107032013, Block 107032014, Block 107032015, Block 107032016, Block 107032017, Block
 107032018, Block 107032019, Block 107032020, Block 107033000, Block 107033001, Block 107033002, Block
 107033004, Block 107033005, Block 107033007, Block 107033008, Block 107033016, Block 107033017, Block

107033018, Block 107033019, Block 107033020, Block 107033021, Block 107033022, Block 107033023, Block 107033024; Vtd Harbison 1: Block 103041013, Block 103041017, Block 103041026, Block 103041028, Block 103043025, Block 103043029, Block 103043030, Block 103043031, Block 103043033, Block 103043034, Block 103043035, Block 103043036, Block 103043037, Block 103043038, Block 103043039, Block 103043040, Block 103043069, Block 103043070, Block 103152006, Block 103152007, Block 103152008, Block 103152012, Block 103152013, Block 103152014, Block 103152016, Block 103152027; Vtd Harbison 2: Block 103043005, Block 103043006, Block 103043007, Block 103043008, Block 103043009, Block 103043017, Block 103043018, Block 103043050, Block 103043051, Block 103043052, Block 103043053, Block 103043054, Block 103043055, Block 103043056, Block 103043057, Block 103043060, Block 103043061, Block 103043062, Block 103043064, Block 103151000, Block 103151001, Block 103151002, Block 103151003, Block 103151021, Block 103151047; Vtd Keels 2: Block 108051000, Block 108051001, Block 108051004, Block 108051005, Block 108051006, Block 108051007, Block 108051014; Vtd Kingswood: Block 104071000, Block 104071001, Block 104071003, Block 104072004, Block 104072011, Block 104072015, Block 104072016, Block 104072018, Block 104072019, Block 104072026, Block 104072029, Block 104072031, Block 104072033, Block 104072035, Block 104072036, Block 104072040, Block 104081012; Vtd Lincolnshire: Block 107011032, Block 107013007, Block 107013010; Vtd Meadowlake: Block 107022014, Block 107022020, Block 107022021, Block 107023028, Block 108061002, Block 108061003, Block 108061006, Block 108061007, Block 108061008, Block 108061009, Block 108061012, Block 108061013, Block 108061017, Block 108061018; Vtd Monticello: Block 102003069, Block 102003070, Block 102003083; Vtd Oak Pointe 1: Block 103142000, Block 103142001, Block 103142002, Block 103142003, Block 103142005, Block 103142009, Block 103143008, Block 103143009, Block 103143010, Block 103143013, Block 103143014, Block 103143015; Vtd Parkridge 1: Block 103041006, Block 103041009, Block 103041012, Block 103041024, Block 103052006, Block 103052007; Vtd Parkridge 2: Block 103041018, Block 103041020, Block 103041021, Block 103041022, Block 103041023, Block 103041025, Block 103041029, Block 103041030, Block 103041031, Block 103041032, Block 103041035, Block 103041036, Block 103041037, Block 103041038, Block 103041041, Block 103041042, Block 103041043, Block 103041044; Vtd Pine Grove: Block 103042001, Block 103042004, Block 103042013, Block 103042014, Block 103042015, Block 104141007; Vtd Ridgewood: Block 3001000, Block 106003017, Block 106003018, Block 106003019, Block 106003024, Block 106003026, Block 106003029, Block 106003030, Block 106003032, Block 106003069, Block 106003071, Block 106003073, Block 106003074, Block 106003075, Block 106003076, Block 106003077, Block 106003080, Block 106003082, Block 106003083, Block 106003085, Block 106003086; Vtd Riverside: Block 104122028, Block 104122030, Block 104122034, Block 104122036, Block 104131000, Block 104131002, Block 104131004, Block 104131005, Block 104131013, Block 104131019, Block 104131020, Block 104131024, Block 104132005, Block 104132006, Block 104132007, Block 104132008, Block 104132009, Block 104132011, Block 104132012, Block 104132013, Block 104132014, Block 104132015, Block 104132016, Block 104132017, Block 104132019; Vtd Riverwalk: Block 103081025, Block 103142016, Block 103151006, Block 103151009, Block 103151013, Block 103151015, Block 103151032, Block 103151042, Block 103151045, Block 103152000, Block 103152001; Vtd Walden: Block 103151022, Block 103151023, Block 103151048, Block 104072000, Block 104081000, Block 104081001, Block 104081002, Block 104081003, Block 104081004, Block 104081005, Block 104081006, Block 104081007, Block 104081008, Block 104081009, Block 104081010, Block 104081011, Block 104081013, Block 104081014, Block 104081015, Block 104144007, Block 104144008, Block 104144009, Block 104144013, Block 104144014, Block 104144015, Block 104144016, Block 104144017, Block 104144023; Vtd Westminster: Block 104121000, Block 104121001, Block 104121002, Block 104121003, Block 104122000, Block 104122031, Block 104132000, Block 104132001, Block 104132003.

District 2

District 2: Lexington County: Vtd WOODLAND HILLS: Block 205104004, Block 205104008; Richland County: Vtd Ward 2, Vtd Ward 8, Vtd Ward 9, Vtd Ward 18, Vtd Ward 30, Vtd Ward 32, Vtd Ward 33, Vtd Ward 1: Block 29001000, Block 29001001, Block 29001002, Block 29001003, Block 29001004, Block 29001005, Block 29001006, Block 29001040, Block 29001046, Block 30001000, Block 30001001, Block 30001002, Block 30001003, Block 30001004, Block 30001005, Block 30001006, Block 30001007, Block 30001008, Block 30001009, Block 30001010, Block 30001011, Block 30001012, Block 30001013, Block 30002005, Block 30002006, Block 30002007, Block 30002008, Block 30002009, Block 30002010, Block 30002011, Block 30002012, Block 30002013, Block 30002014, Block 30002015, Block 30002016, Block 30002017, Block 30002018, Block 30002019, Block 30002020, Block 30002021, Block 30002022, Block 30002023, Block 30002024, Block 30002025, Block 30002026, Block 30002035,

Block 30002036, Block 30002037, Block 30002038, Block 30002039, Block 31002041, Block 31002042, Block 31002043, Block 31002044, Block 31002050; Vtd Ward 3: Block 105021041; Vtd Ward 4: Block 5002032, Block 5002033, Block 5002034, Block 5002037, Block 5002039, Block 7001000, Block 7001001, Block 7001002, Block 7001003, Block 7001004, Block 7001005, Block 7001006, Block 7001013, Block 7001014, Block 7001015, Block 7001027, Block 7001028, Block 7001030, Block 7001032, Block 7001033, Block 7001040, Block 7001041, Block 7001042, Block 7001043, Block 10002011, Block 10002012, Block 10002013; Vtd Ward 5: Block 29001007, Block 29001008, Block 29001009, Block 29001010, Block 29001011, Block 29001012, Block 29001013, Block 29001028, Block 29001029, Block 29001030, Block 29001031, Block 29001032, Block 29001033, Block 29001035, Block 29001036, Block 29001037, Block 29001038, Block 29001039, Block 31002045, Block 31002046, Block 31002047, Block 31002048, Block 31002049; Vtd Ward 6: Block 111012000, Block 111012001, Block 111012002, Block 111012003, Block 111012004, Block 111012005, Block 111012007, Block 111012008, Block 111012009, Block 111012010, Block 111012012, Block 111012013, Block 111012014, Block 111012015, Block 111012021, Block 111013008, Block 111013013, Block 111013014, Block 111013021, Block 111013022, Block 111013023, Block 111013024, Block 111013025, Block 111013026, Block 111013027, Block 111013028, Block 111013032, Block 111013033, Block 111013034, Block 111013035, Block 112022005, Block 112022007, Block 112022008, Block 112022009, Block 112022010, Block 112022011, Block 112022012, Block 112022013, Block 112022014, Block 112022015, Block 112022016, Block 112022025, Block 112022026, Block 112022028, Block 112022029; Vtd Ward 7: Block 9001000, Block 9001001, Block 9001002, Block 9001003, Block 9001004, Block 9001005, Block 9001006, Block 9001007, Block 9001008, Block 9001009, Block 9001010, Block 9001011, Block 9001012, Block 9001015, Block 9002000, Block 9002009, Block 9002011, Block 9002013, Block 9002014, Block 9002016, Block 9002017, Block 9002020, Block 9002022, Block 9002023, Block 9002024, Block 9002025, Block 9002026, Block 9002027, Block 9002028, Block 9002029, Block 9002030, Block 9002031, Block 9002032, Block 9002033, Block 9002034, Block 9002035, Block 9002036, Block 9002037, Block 9002038, Block 9002039, Block 9002040, Block 9002043, Block 10002014, Block 10002015, Block 110001031; Vtd Ward 19: Block 5001000, Block 5001001, Block 5001002, Block 5001003, Block 5001005, Block 5001006, Block 5001007, Block 5001008, Block 5001011, Block 5001012, Block 5001013, Block 5001014, Block 5001015, Block 5001016, Block 5001017, Block 5001019, Block 5001020, Block 5001021, Block 5001023, Block 5001024, Block 5001025, Block 5001027, Block 5001028, Block 5001029, Block 5001030, Block 5001032, Block 5001033, Block 5001036, Block 5001037, Block 5001038, Block 5001039, Block 5001040, Block 5001041, Block 5001043, Block 5001044, Block 5001045, Block 5001046, Block 5002000, Block 5002001, Block 5002002, Block 5002003, Block 5002004, Block 5002005, Block 5002006, Block 5002007, Block 5002008, Block 5002010, Block 5002011, Block 5002012, Block 5002013, Block 5002014, Block 5002015, Block 5002016, Block 5002017, Block 5002018, Block 5002019, Block 5002020, Block 5002021, Block 5002022, Block 5002023, Block 5002024, Block 5002025, Block 5002026, Block 5002027, Block 5002028, Block 5002029, Block 5002030, Block 5002031, Block 5002035, Block 5002036, Block 5002038; Vtd Ward 21: Block 109001002, Block 109001003, Block 109001004, Block 109001008, Block 109001009, Block 109001010, Block 109001011, Block 109001013, Block 109001014, Block 109001015, Block 109001017, Block 109001018, Block 109001019, Block 109001023, Block 109001025, Block 109001027, Block 109001043, Block 109001044, Block 109001045, Block 109001050, Block 110001000, Block 110001001, Block 110001003; Vtd Ward 31: Block 109001040, Block 109001041, Block 109001042, Block 109001047, Block 109001048; Vtd Ward 34: Block 11001000, Block 11001001, Block 11001002, Block 11001003, Block 11001004, Block 11001005, Block 11001006, Block 11001007, Block 11001008, Block 11001009, Block 11001010, Block 11001011, Block 11001012, Block 11001013, Block 11001014, Block 11001022, Block 11001028, Block 11001030, Block 11001031, Block 11001032, Block 11001033, Block 11001034, Block 11001035, Block 11001036, Block 11001037, Block 11001038, Block 11001039, Block 11001040, Block 11001041, Block 11001042, Block 11001043, Block 11001044, Block 11001045, Block 11001046, Block 11001047, Block 11002026, Block 11002027, Block 11003014, Block 11003015; Vtd Dentsville: Block 108041016; Vtd Edgewood: Block 109001026, Block 109001028, Block 109001029, Block 109001030, Block 109001031, Block 109001032, Block 109001033, Block 109001035, Block 109001036, Block 109001038, Block 109001051, Block 110001004, Block 110001005, Block 110001006, Block 110001007, Block 110001008, Block 110001009, Block 110001010, Block 110001011, Block 110001012, Block 110001013, Block 110001014, Block 110001015, Block 110001016, Block 110001017, Block 110001018, Block 110001019, Block 110001020, Block 110001021, Block 110001022, Block 110001023, Block 110001024, Block 110001025, Block 110001026, Block 110001027, Block 110001028; Vtd North Forest Acres: Block 111012006, Block 111012018, Block 111012019, Block 111012020; Vtd Keenan: Block 108042002, Block 108042003, Block 108042004, Block 108042005, Block 108042006, Block 108042007, Block 108042008, Block 108042013, Block 108042024, Block 108042025, Block 108042026, Block 108042027, Block 108042028, Block 108042032, Block 108042033, Block 111011043, Block 111011045, Block 111013001, Block 111013010, Block 111013015, Block 111013029, Block 111013031; Vtd

Riverside: Block 104131017, Block 104131018, Block 104131023, Block 104132018; Vtd St. Andrews: Block 104031012, Block 104031013, Block 104031014, Block 104031015, Block 104031016, Block 104031019, Block 104031020, Block 104031021, Block 104031024, Block 104031025, Block 104031029, Block 104031030, Block 104031031, Block 104031033, Block 104031035, Block 104031037, Block 104031042, Block 104031047, Block 104031050, Block 104031051, Block 104031055, Block 104031057, Block 104031059, Block 104031061, Block 104031062, Block 104031063, Block 104031064, Block 104031065, Block 104031066, Block 104031068, Block 104031069, Block 104031071, Block 104031072, Block 104031073, Block 104031074, Block 104031075, Block 104032014, Block 104032017, Block 104032019, Block 104032028, Block 104032031, Block 104032037, Block 104032038, Block 104032040, Block 104032041, Block 104032043, Block 104032045, Block 104032046, Block 104032048, Block 104032068, Block 104032077; Vtd Skyland: Block 6002048, Block 104032000, Block 104032001, Block 104032003, Block 104032008, Block 104032050, Block 104032054, Block 104032061, Block 104032064, Block 104032071, Block 104032072, Block 105021042; Vtd Westminster: Block 104122016, Block 104122017.

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District 3: Richland County: Vtd Ward 12, Vtd Ward 13, Vtd Ward 14, Vtd Ward 23, Vtd Ward 1: Block 27001000, Block 27001001, Block 27001002, Block 27001003, Block 27001004, Block 27001005, Block 27001006, Block 30002027, Block 30002031, Block 30002032, Block 30002033, Block 30002034; Vtd Ward 5: Block 27003007, Block 28001000, Block 28001001, Block 28001002, Block 28001003, Block 28001004, Block 28001005, Block 28001006, Block 28001007, Block 28001008, Block 28001009, Block 28001010, Block 28001011, Block 28001012, Block 28001013, Block 28001014, Block 28001015, Block 28001016, Block 28001017, Block 28001018, Block 28001019, Block 28001020, Block 28001021, Block 28001022, Block 28001023, Block 28001024, Block 28001025, Block 28001026, Block 28001032, Block 28001033, Block 28001036, Block 28001039, Block 28001040, Block 28001041, Block 28001042, Block 28001043, Block 28001045, Block 28001046, Block 28001047, Block 28001048, Block 28001049, Block 28001053, Block 28001057, Block 28001060, Block 28003000, Block 28003001, Block 28003002, Block 28003003, Block 28003004, Block 28003005, Block 28003006, Block 28003007, Block 28003008, Block 28003009, Block 28003010, Block 28003011, Block 28003012, Block 28003013, Block 28003014, Block 28003015, Block 28003016, Block 28003017, Block 28003018, Block 28003019, Block 28003023, Block 28003024, Block 28003026, Block 29001014, Block 29001015, Block 29001016, Block 29001017, Block 29001018, Block 29001019, Block 29001020, Block 29001021, Block 29001022, Block 29001023, Block 29001024, Block 29001025, Block 29001026, Block 29001027, Block 29001034, Block 29001041, Block 29001042, Block 29001043, Block 29001044, Block 29001045; Vtd Ward 10: Block 27002000, Block 27002001, Block 27002002, Block 27002003, Block 27002004, Block 27002005, Block 27002006, Block 27002007, Block 27002008, Block 27002009, Block 27002010, Block 27002011, Block 27002012, Block 27002013, Block 27002014, Block 27002015, Block 27003001, Block 27003002, Block 27003003, Block 27003004, Block 27003005, Block 27003006, Block 27003008, Block 27003009, Block 27003010, Block 27003011, Block 27003012, Block 27003013, Block 27003015, Block 27003016, Block 27003017, Block 27003018, Block 27003020, Block 27003021, Block 27003022, Block 27003023, Block 27003024, Block 27003026, Block 27003027, Block 27003029, Block 27003030, Block 27003031, Block 27003032, Block 27003033, Block 27003034, Block 27003035, Block 27003036; Vtd Ward 11: Block 26021005, Block 26021006, Block 26021007, Block 26021008, Block 26021009, Block 26021010, Block 26021029, Block 26021030, Block 26021031, Block 26021032, Block 26021033, Block 26021034, Block 26021035, Block 26021036, Block 26021039, Block 26021040, Block 26021041, Block 26021042, Block 26021043, Block 26021044, Block 26021045, Block 26021046, Block 26021053, Block 26022000, Block 26022001, Block 26022002, Block 26022003, Block 26022004, Block 26022005, Block 26022006, Block 26022007, Block 26022008, Block 26022009, Block 26022010, Block 26022011, Block 26022012, Block 26022013, Block 26022014, Block 26022015, Block 26022016, Block 26022017, Block 26022018, Block 26022019, Block 26022020, Block 26022021, Block 26022022, Block 26022023, Block 26022024, Block 26022025, Block 26022026, Block 26022027, Block 26022028, Block 26022029, Block 26022030, Block 26022031, Block 26022032, Block 26022033, Block 26022034, Block 26022039, Block 26022043, Block 26051015, Block 26052055; Vtd Ward 15: Block 22001000, Block 22001001, Block 22001002, Block 22001003, Block 22001007, Block 22002000, Block 22002001, Block 22002002, Block 22002003, Block 22002004, Block 22002005, Block 22002006, Block 22002007; Vtd Ward 17: Block 25004000, Block 25004001, Block 25004002, Block 25004003, Block 25004004, Block 25004005, Block 25004007, Block 25004008, Block 25004009; Vtd Bluff: Block 117022003, Block 117022006, Block 117022008, Block 117022009, Block 117022010, Block 117022014, Block 117022015, Block 117022016, Block 117022017, Block 117022020, Block 117022021, Block 117022022, Block 117022023, Block 117022024, Block 117022025, Block 117022026, Block 117022027, Block

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Block 12002013, Block 12002014, Block 12002015, Block 12002016, Block 12002017, Block 12002018, Block 12002019; Vtd Ward 17: Block 23002000, Block 23002001, Block 23002002, Block 23002003, Block 23002012, Block 23002013, Block 23002014, Block 23002015, Block 23002016, Block 23002017, Block 23003015, Block 24001018, Block 24001019, Block 24001020, Block 24001021, Block 24001022, Block 24001024, Block 24001025, Block 24001026, Block 24001027, Block 24001028, Block 24001029, Block 24001030, Block 24001031, Block 24001032, Block 24001033, Block 24001034, Block 24001035, Block 24001037, Block 24001038, Block 24001039, Block 24001040, Block 24001041, Block 116032024, Block 116032026, Block 116032027; Vtd Ward 24: Block 12001023, Block 12001030, Block 12001031, Block 12001034, Block 23003000, Block 23003001, Block 23003002, Block 23003003, Block 23003004, Block 23003005, Block 23003016, Block 23003017, Block 24001004, Block 24001005, Block 24001006, Block 24001007, Block 24001010, Block 24001011, Block 24001012, Block 24001013, Block 24001017, Block 112011023, Block 112011024, Block 112011025, Block 112011027, Block 112011028, Block 112012012, Block 112012013, Block 112012014, Block 112012016, Block 112012019, Block 112012021, Block 112012022, Block 112012023, Block 112012024, Block 112012025, Block 112012026, Block 112012027, Block 112012028, Block 112012029, Block 112012030; Vtd Ward 25: Block 24001000, Block 24001001, Block 24001002, Block 24001003, Block 24001008, Block 24001009, Block 24001014, Block 24001015, Block 24001016, Block 24001023, Block 24001036, Block 24002000, Block 24002001, Block 24002002, Block 24002003, Block 24002004, Block 24002005, Block 24002006, Block 24002007, Block 24002008, Block 24002009, Block 24002010, Block 24002011, Block 24002012, Block 24002013, Block 24002014, Block 24002018, Block 24002019, Block 24002020, Block 24002021, Block 24002022, Block 24003010, Block 24003024, Block 24003025, Block 24003026, Block 24003027, Block 24003028, Block 24003031, Block 24003032, Block 24003033, Block 24003035; Vtd Ward 26: Block 24002015, Block 24002016, Block 24002017, Block 24003007, Block 24003008, Block 24003009, Block 113073016, Block 113073017, Block 113073018, Block 115011000, Block 115011001, Block 115011002, Block 115011003, Block 115011004, Block 115011005, Block 115011006, Block 115011007, Block 115011008, Block 115011009, Block 115011011, Block 115011012, Block 115011013, Block 115011014, Block 115011015, Block 115011016, Block 115011017, Block 115011018, Block 115011019, Block 115011020, Block 115011021, Block 115011022, Block 115011023, Block 115011024, Block 115011025, Block 115011026, Block 115011027, Block 115011028, Block 115011029, Block 115011030, Block 115011031, Block 115011032, Block 115011033, Block 115011034, Block 115011035, Block 115011036, Block 115011037, Block 115011038, Block 115011039, Block 115011040, Block 115011041, Block 115011042, Block 115011043, Block 115011044, Block 115011045, Block 115011046, Block 115011047, Block 115011048, Block 115011049, Block 115011050, Block 115011051, Block 115011052, Block 115011053, Block 115011054, Block 115011055, Block 115011056, Block 115011057, Block 115011058, Block 115011059, Block 115011060, Block 115011061, Block 115011062, Block 115011063, Block 115011064, Block 115011065, Block 115011066, Block 115011067, Block 115011068, Block 115011069, Block 115011070, Block 115011071, Block 115011072, Block 115011073, Block 115011074, Block 115011075, Block 115011076, Block 115011077, Block 115011078, Block 115011079, Block 115011080, Block 115011081, Block 115011082, Block 115011083, Block 115011084, Block 115011085, Block 115011086, Block 115011087, Block 115011088, Block 115011089, Block 115011090, Block 115011091, Block 115011092, Block 115011093, Block 115011094, Block 115011095, Block 115011096, Block 115011097, Block 115011098, Block 115011099, Block 115011100, Block 115011101, Block 115011102, Block 115011103, Block 115011104, Block 115011105, Block 115011106, Block 115011107, Block 115011108, Block 115011109, Block 115011110, Block 115011111, Block 115011112, Block 115011113, Block 115011114, Block 115011115, Block 115011116, Block 115011117, Block 115011118, Block 115011119, Block 115011120, Block 115011122, Block 115011123, Block 115021000, Block 115021001, Block 115021002, Block 115021003, Block 115021004, Block 115021005, Block 115021006, Block 115021007, Block 115021008, Block 115021009, Block 115021010, Block 115021011, Block 115021012, Block 115021013, Block 115021014, Block 115021015, Block 115021016, Block 115021017, Block 115021018, Block 115021019, Block 115022000, Block 115022001, Block 115022002, Block 115022003, Block 115022004, Block 115022005, Block 115022006, Block 115022007, Block 115022008, Block 115022009, Block 116031009, Block 116031010, Block 116031012, Block 116031013, Block 116031060, Block 116032000, Block 116032001, Block 116032002, Block 116032003, Block 116032004, Block 116032005, Block 116032006, Block 116032008, Block 116032009, Block 116032010, Block 116032011, Block 116032012, Block 116032013, Block 116032014, Block 116032015, Block 116032016, Block 116032017, Block 116032018, Block 116032019, Block 116032020, Block 116032021, Block 116032022, Block 116032023, Block 116032025, Block 116032028, Block 116032030, Block

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Vtd Brandon 1: Block 116031055, Block 116031056, Block 116031058, Block 116031059, Block 116031069, Block 116032038, Block 116081010, Block 116081011, Block 116081012, Block 116081013, Block 116081014, Block 116081015, Block 116081016, Block 116081017, Block 116081018, Block 116081020, Block 116081022, Block 116081024, Block 116081028, Block 116081029, Block 116081033, Block 116081034, Block 116081041, Block 116081044, Block 116081046, Block 116081047, Block 116081049, Block 116081050, Block 116081052, Block 116081053, Block 116081055, Block 116081056, Block 116081071, Block 116081074, Block 116081075; Vtd Caughman Road: Block 116061000, Block 116061004, Block 116061010, Block 116061011, Block 116061012, Block 116062003; Vtd South Forest Acres: Block 12001013, Block 12001020, Block 12001022, Block 12001026, Block 24003022, Block 24003023, Block 112011003, Block 112011021, Block 112011022, Block 112011026, Block 112011029, Block 112012020; Vtd Gregg Park: Block 24003000, Block 24003001, Block 24003002, Block 24003003, Block 24003004, Block 24003005, Block 24003006, Block 24003013, Block 24003014, Block 24003015, Block 24003016, Block 24003017, Block 24003018, Block 113064069, Block 113064070, Block 113072000, Block 113072012, Block 113073000, Block 113073003, Block 113073009, Block 113073013, Block 113073014, Block 113073015, Block 115011010, Block 115011121; Vtd Lykesland: Block 116063000, Block 116063002, Block 116063007, Block 116063014, Block 116063015, Block 116063016, Block 116084000, Block 116084001, Block 116084014, Block 116084015, Block 116084016, Block 116084018, Block 116084019, Block 116084025; Vtd Mallet Hill: Block 114133003, Block 114133004, Block 114133005, Block 114133006, Block 114133007, Block 114133008, Block 114133011, Block 114133016, Block 114133017, Block 114133019, Block 114133020, Block 114133021, Block 114133023, Block 114133024, Block 114133025, Block 114133026, Block 114133031, Block 114133032, Block 114133033, Block 114133034, Block 114133035, Block 114133036, Block 114133037, Block 114133038; Vtd Mill Creek: Block 116083003, Block 116083004; Vtd Pennington 2: Block 116031011, Block 116031014, Block 116031016, Block 116031018, Block 116031019, Block 116031022, Block 116031024, Block 116031025, Block 116031026, Block 116031027, Block 116031028, Block 116031029, Block 116031030, Block 116031031, Block 116031032, Block 116031033, Block 116031034, Block 116031035, Block 116031036, Block 116031037, Block 116031038, Block 116031039, Block 116031040, Block 116031044, Block 116031047, Block 116031048, Block 116031061, Block 116031063, Block 116031064, Block 116031065, Block 116031067, Block 116031070, Block 116031071, Block 116081026; Vtd Pine Lakes 1: Block 119012010, Block 119012030, Block 119012031; Vtd Pine Lakes 2: Block 119011004, Block 119011005, Block 119011006, Block 119011007, Block 119011009, Block 119011011, Block 119011012, Block 119011014, Block 119011016; Vtd Polo Road: Block 114122000, Block 114122001, Block 114122002, Block 114122003, Block 114122004, Block 114122005, Block 114122007, Block 114122029; Vtd Pontiac 1: Block 114071008, Block 114071009, Block 114071013, Block 114071016, Block 114071024, Block 114072045, Block 114072047, Block 114072048, Block 114072065, Block 114072069, Block 114072071, Block 114072072, Block 114072079, Block 114072080, Block 114072082, Block 114072084, Block 114072086, Block 114072094, Block 114072098, Block 114072100, Block 114141026, Block 114141027, Block 114141028, Block 114141033, Block 114141034, Block 114141039, Block 114141043, Block 114141044, Block 114141055, Block 114141056, Block 114141057, Block 114141060, Block 114141061, Block 114141063; Vtd Pontiac 2: Block 114072005, Block

114072012, Block 114072014, Block 114072024, Block 114072025, Block 114072026, Block 114072027, Block 114072029, Block 114072030, Block 114072031, Block 114072032, Block 114072033, Block 114072034, Block 114072035, Block 114072036, Block 114072038, Block 114072039, Block 114072040, Block 114072041, Block 114072042, Block 114072049, Block 114072057, Block 114072058, Block 114072059, Block 114072060, Block 114072073, Block 114072074, Block 114072075, Block 114072077, Block 114072089, Block 114072104, Block 114072105, Block 114072106; Vtd Trinity: Block 116082003, Block 116082004, Block 116084002, Block 116084003, Block 116084007, Block 116084009, Block 116084010, Block 116084011, Block 116084012, Block 116084013, Block 116084027, Block 116084029, Block 116084030, Block 116084032, Block 116084033, Block 116084034, Block 116084035, Block 116084036, Block 116084043; Vtd Valhalla: Block 114141035, Block 114141036, Block 114141048; Vtd Woodfield: Block 113051004, Block 113051015, Block 113051024, Block 113051025, Block 113051026.

- (2) For those parcels annexed by the City and within city limits that do not correspond to existing Census Blocks, they shall be part of the single-member Election District to which they are appurtenant.
- (3) City staff is hereby authorized and directed to take all such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted election districts provided for and adopted in this Ordinance, including the elections required thereby, and in accordance with the Law.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2021.

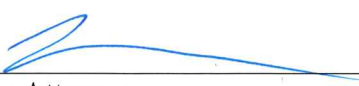
Requested by:

Mayor and City Council _____

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT