



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2019

COUNCIL MEETING - 2:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, August 6, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:20 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Edward H. McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Mr. Brooks Bull, Boy Scout Troop 339, led the audience in the Pledge of Allegiance.

INVOCATION

Commissioner Jamie L. Devine, Richland One School Board offered the invocation.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mrs. Devine, Council voted unanimously to approve the adoption of the agenda, subject to amending the title of **Item 4** and to add Extreme Risk Protection Orders, Gun Free School Zones Act of 1990, and Hate Intimidation Ordinance to Executive Session **Item 35**.

APPROVAL OF THE MINUTES

1. Council is asked to approve the May 21, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Mrs. Devine, Council voted unanimously to approve the May 21, 2019 City Council Meeting Minutes.



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CONSENT AGENDA ITEMS 2 THROUGH 22

Upon single a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 2** through **22**.

2. Council is asked to approve an Inter-Municipal Agreement to add the City of Columbia as a sub-grantee to the EPA Special Appropriation Act Project Grant awarded to the Town of Eastover for Water, Sewer, and Storm Water Improvements. - *Approved*
3. Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2019/2020, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of \$75,500.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: City Account: 1012701-638200 (\$37,750) and County Account: 2082702-638200 (\$37,750). The original budgeted amount is \$75,500.00.

4. Council is asked to approve a Professional Services Agreement for Employee Technology Training, as requested by the Community Development Department. Award to Fast Forward for Fiscal Year 2019/2020 in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. – *Approved as amended to read “a Professional Service Agreement to Provide Outreach and Employment Skills Training for Residents at or below 80% of the area median income”.*

Funding Source: Community Development 1014320-636600 and Water and Sewer 5518415-636600. The original budgeted amount is \$100,000.00

5. Council is asked to approve the renewal of Insurance Policies for Commercial Property, Boiler & Machinery, Computer, and Auto-Parks & Recreation, as request by Safety & Risk Management. Award to Willis of North Carolina in the amount of \$285,714. - *Approved*

*Funding Source: Auto Policy – Parks and Rec Buses – \$12,898.00 - 6058935-644200; Boiler and Machinery - \$21,863.00 - 6058935-644300; Fire/Rescue Professional Liability – \$10,706.00 - 6058935-644200; and Hydro Plant Policy – \$78,440.00 - 6058935-644100
Commercial Property Policy – 161,807.00 - 6058935-644100*



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6. Ordinance No.: 2019-045 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add Sec. 14-7 Firearms recovered from crimes or criminal activity - *First reading approval was given on July 16, 2019. – Approved on second reading.*
7. Ordinance No.: 2019-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (a) and (b) - *First reading approval was given on July 16, 2019. – Approved on second reading.*
8. Ordinance No.: 2019-058 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 1233 Washington Street, LLC - *First reading approval was given on July 16, 2019. – Approved on second reading.*
9. Ordinance No.: 2019-060 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-19 Alternative payment of fines - temporary program - *First reading approval was given on July 16, 2019. – Approved on second reading.*
10. Ordinance No.: 2019-061 Authorizing the City Manager to execute an Air Rights Development Contract between the City of Columbia and Breakwater, LLC - *First reading approval was given on July 16, 2019. – Approved on second reading.*
11. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 3902 Eureka Street; TMS# 13708-08-01 – *Approved on second reading.*

Ordinance No: 2019 -051 - Annexing and Incorporating 3902 Eureka Street, Richland County TMS# 13708-08-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned Single Family Residential-High Density by Richland County.



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Applicant: Kristian Landon Kuhn and Kimberly Michelle Kuhn

Staff Recommendation: Approval

PC Recommendation: 05/06/2019; (Approval, 7-0)

First reading approval was given on July 16, 2019.

12. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 3937 Bluff Road; TMS# 13500-01-04(p) – *Approved on second reading.*

Ordinance No.: 2019-052 - Annexing and Incorporating 3937 Bluff Road, Richland County TMS# 13500-01-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Conservation and zoned Light Industrial (M-1) by Richland County.

Applicant: Columbia Bluff DG, LLC

Staff Recommendation: Approval

PC Recommendation: 05/06/2019; (Approval, 7-0)

First reading approval was given on July 16, 2019.

13. FUTURE LAND USE MAP CONFIRMATION AMENDMENT - 111 Sparkleberry Crossing Road; TMS# 25705-07-26 – *Approved on second reading.*

Ordinance No.: 2019-050 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 111 Sparkleberry Crossing Road; Richland County TMS# 25705-07-26; annexed by Ordinance No.: 2019-032 enacted June 4, 2019 – *Approved on second reading.*



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| <i>District:</i> | <i>4</i> |
| <i>Proposal:</i> | <i>Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).</i> |
| <i>Applicant:</i> | <i>Frost Partners, LLC.</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>05/06/2019; Approval (7-0)</i> |
| <i>First reading approval was given on July 16, 2019.</i> | |
14. **ZONING MAP AMENDMENT CONFIRMATION - 111 Sparkleberry Crossing Road; TMS# 25705-07-26 – Approved on second reading.**
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| <i>Council District:</i> | <i>4</i> |
| <i>Proposal:</i> | <i>Request to confirm zoning of General Commercial District (C-3). The property currently has interim zoning of General Commercial District (C-3).</i> |
| <i>Applicant:</i> | <i>Sparkleberry Crossing Retail, LLC.</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>05/06/2019; Approval (7-0)</i> |
| <i>First reading approval was given on July 16, 2019.</i> | |
15. **COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 2215 Devine Street, TMS#11312-02-09 – Approved on second reading.**
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| <i>City Council District:</i> | <i>3</i> |
| <i>Proposal:</i> | <i>Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification from Urban Core Community Activity Center (UCAC-2) to Community Activity Corridor (AC-2).</i> |
| <i>Applicant:</i> | <i>Krista Hampton, Planning & Development Services Director</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>06/03/2019; Approval (6-0)</i> |
| <i>First reading approval was given on July 16, 2019.</i> | |
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16. ZONING MAP AMENDMENT - 2221 Devine Street (2204 Lee Street and 2215 Devine Street), TMS# 11312-02-03 and 11312-02-09 – *Approved on second reading.*

Council District: 3

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Neighborhood Commercial District (C-2).

Applicant: Daniel J. Rickenmann, Columbia City Council

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (6-0)

First reading approval was given on July 16, 2019.

17. Resolution No.: R-2019-042 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday August 31, 2019 with a rain contingency of Saturday, September 7, 2019 – *Approved*
18. Resolution No.: R-2019-053 Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival in Earlewood Park on Sunday, October 27, 2019 – *Approved*
19. Resolution No.: R-2019-054 Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 20, 2019 – *Approved*
20. Resolution No.: R-2019-058 Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 2100 block of Greene Street adjacent to Group Therapy on Saturday, October 26, 2019 – *Approved*
21. Resolution No.: R-2019-068 Authorizing consumption of beer and wine only at the Blanding Street Italian Dinner on Sunday, September 15, 2019 – *Approved*
22. Resolution No.: R-2019-075 Authorizing consumption of beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 6, 2019 – *Approved*
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PRESENTATIONS

23. Recognition of the Community Development Department as the 2019 John A. Sasso National Community Development Week Award Recipient - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said it is an honor on behalf of the city leaders and the wonderful Community Development staff, that Gloria Saeed so ably leads, to accept the John A. Sasso National Community Development Week Award presented to our City on June 21, 2019 in Jacksonville, Florida. I had the honor of hosting our Mayor's Innovation Conference in town this past weekend and so often we forget how special our folks are. Seeing our folks against the best of the best around the country helps you realize how exceptional our staff is. Thank you Gloria and I present you this award again.

ORDINANCES - SECOND READING

24. Ordinance No.: 2019-022 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, to add Article VII Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors - *First reading approval was given on July 9, 2019. – Approved on second reading.*

Upon a motion made by Mayor Benjamin and seconded by Mrs. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2019-022 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, to add Article VII Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors.

ORDINANCES - FIRST READING

25. Ordinance No.: 2019-043 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service – *Approved on first reading.*



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Upon a motion made by Mr. Duvall and seconded by Mrs. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-043 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service.

26. Ordinance No.: 2019-057 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) – *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2019-057 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8).

Mayor Benjamin took a moment of personal privilege to congratulate Teresa Knox, Chief Legal Counsel, on her five years of service with the City. Ms. Knox was awarded a silver pin and congratulated by City Council and staff. We are happy and thankful for your sage advice and counsel.

ZONING / PLANNING MATTERS - FIRST READING

27. **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE** - Repeal Chapter 17 and Adopt a new Chapter 17 - *The public hearing was held on March 19, 2019. – Approved on first reading as amended.*

Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled "Planning, Land Development, and Zoning" and adopting a new Chapter 17 entitled "Unified Development Ordinance"

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council for approval of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)



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Councilor Rickenmann asked if Council had to pass the ordinance with Chapter 17. There are concerns with the overlay and demolition. Originally we discussed a 30-day delay. We don't define it clearly. What are the distinctive characteristics in an architectural design? The wording is very broad and it should focus on the neighborhood characteristics specifically because the ordinance is not city wide, it is for a specific neighborhood. Items 3 through 7 are not detailed enough to provide clear distinction and it leaves an open-ended ticket. The main question is, can council give it first reading approval without Chapter 17 and make any minor changes after the fact.

Ms. Krista Hampton, Planning and Development Services Director said Council has two options. Council can adopt it without the recommended Planning Commission changes which include the demolition review. You would be adopting it without the demolition review for community character neighborhoods. The other option is for it to go back to the Planning Commission. Any change from the recommended code has to go back to Planning Commission.

Councilor Rickenmann stated that what he understood from the last meeting is that the ordinance had to go back to Planning Commission anyway.

Ms. Krista Hampton, Planning and Development Services Director answered that they will be bringing amendments that have happened along the way. For instance, addressing tattoo parlors or different items that have come through while this has been set. We will be coming back to Council with those amendments. So the options as the code currently is in the document does not include demolition review in community character neighborhoods. Because of this, the Planning Commission made a recommendation for several revisions to include trees and bike pads, as well as include demolition review back into the community character. The option will be to not accept those recommendations by the Planning Commission.

Councilor Rickenmann asked about the procedure.

Ms. Krista Hampton, Planning and Development Services Director said it still has to go back to the Planning Commission.

Councilor Rickenmann said he is in support of approving the ordinance on first reading and then tweaking the wording. He said 50-70% of the language is right, it is just those other pieces we discussed are really not detailed enough and they seem to leave a lot to individual interpretation and that is not what Council wants to do.



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Councilor Duvall agreed with Councilor Rickenmann. The language is not where Mr. Rickenmann and the committee will go eventually. My suggestion is to move forward now and go back when the committee is finished with further review and put in place what the committee and the Council agrees to.

Ms. Krista Hampton, Planning and Development Services Director said that we have three different parts in the code where we are talking about demolition. The ones the committee has been discussing are the ones with demolition delay. This is demolition that is community character. Then there is demolition of historically designated structures. I want to make sure Council understands that there will be stated differences and that the work that is being done in the committee is instructive for all three but they are three very different processes.

Councilor Rickenmann said that two of those processes completely overlap. There is no way a person can really say there are three when in reality there are just two. If you read the language its specifically driven towards historic buildings.

Ms. Krista Hampton, Planning and Development Services Director said there will still be two different codes. There will still be a code for demolition review of historic structures and the demolition delay.

Councilor Rickenmann said the codes will virtually be the same.

Councilor Duvall said the committee can make a recommendation for amendments that this Council has the option of adopting.

Ms. Krista Hampton, Planning and Development Services Director said she just wanted to make sure everybody was clear that we had these different processes.

Councilor Davis said it was indicated that some of the tweaks or recommendations have been approved since the document was prepared. Do we have an opportunity to address those before the next hearing or again beyond the hearing? The timeline for the hearing won't change, is that correct?

Ms. Krista Hampton, Planning and Development Services Director answered that the next hearing of the ordinance would take place at the next council meeting. If it's successful it would be on August 20th.

Councilor Davis asked if it could be considered the same discussion regarding the character.



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Ms. Krista Hampton, Planning and Development Services Director replied no, those will be coming later. We will bring Council a whole roster of amendments to this newly adopted code for your consideration and in the meantime we can continue to work on this language.

Councilor Baddourah asked for clarification since there is a lot of discussion. He said Council made a motion to amend Chapter 17 and the new zoning codes, meaning we brought back community character review by the DDRC. If we vote on this today but we want to change it once Mr. Rickenmann's committee comes with new recommendations to overhaul or to redesign the whole demolition permit process, can we still do that? As of today I don't want to take any community character protection away.

Councilor Rickenmann said Council has to vote on the item today to keep protection in place.

Ms. Krista Hampton, Planning and Development Services Director said that is correct and what might be helpful is for an amendment motion to ensure that it is clear that the recommendations made by the Planning Commission are part of your adoption approval and that way it can be in the record that those amendments to this code are all adopted at this time. Until May 1st, which is the effective date, we are still under our code, with having the same protections in place. What we will be doing is prospectively amending what will be effective on May 1st.

Councilor Rickenmann added that it should be clear that Council reserves the right to amend those at the appropriate time.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning, as amended to clarify that the recommendations from the Planning Commission are part of this motion and City Council will have further discussion about future revisions before the ordinance becomes effective.



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ZONING / PLANNING MATTERS - SECOND READING

28. AMEND §17-258 to Allow Hotels, Motels and Tourist Courts in Neighborhood Commercial District (C-2) - *First reading approval was given on July 16, 2019. - Approved on second reading.*

Ordinance No.: 2019-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses. Division I, Services, SIC 701 Hotels, motels and tourist courts - *First reading approval was given on July 16, 2019. - Approved on second reading.*

Proposal: Amend the text of §17-258 to allow hotels, motels and tourist courts in Neighborhood Commercial District (C-2)

Applicant: Rachel Bailey, Zoning Administrator

Pertinent Section: Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses)

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (6-0)

Upon a motion made by Mrs. Devine and seconded by Mr. Rickenmann, Council voted unanimously to give second reading approval to Ordinance No.: 2019-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses. Division I, Services, Sic 701 Hotels, motels and tourist courts,

RESOLUTIONS

29. Resolution No.: R-2019-064 Adopting a Program for Temporary Alternative Payment of Parking Fines - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mrs. Devine, Council voted unanimously to approve Resolution No.: R-2019-064 Adopting a Program for Temporary Alternative Payment of Parking Fines.



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Mayor Benjamin thanked Parking Services Director Elle Matney and her team. We hopefully will help a whole lot of our children with their school supplies this Fall.

30. Resolution No.: R-2019-067 Adopting City of Columbia Neighborhood Traffic Control Projects Policy – *Approved as amended*

Mr. Robert Anderson, Public Works Director addressed Ms. Devine's concerns related to neighborhoods having the misunderstanding that they make the final decision in traffic control projects in their respective neighborhoods. Mr. Anderson said that the resolution will address issues where citizens have communicated they did not know where traffic control devices, like speed hump, were going to be placed in their neighborhoods. The neighborhood consultations will address those concerns. The consultations will make sure citizens are aware of any traffic signs or speed humps added near their property.

Councilor Rickenmann said having the proper review is important and ultimately for Council to have the last say to make sure we are coordinating with staff on what makes sense.

Councilor Devine said to include in the resolution language saying that Council has the last say in all projects will suffice.

Councilor Davis stated that he agrees with the motion. One of the things council might want to do with all these discussions currently happening with neighborhoods is to clarify to citizens that there is no guarantee on the projects requested. Neighborhoods also need to know that the location of traffic control devices rests solely on staff.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-067 Adopting City of Columbia Neighborhood Traffic Control Projects Policy, as amended to add that the final design and approval rests solely with City Council.

31. Resolution No.: R-2019-076 Authorizing the City Manager to execute a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 6,818 square feet of office space known as Suite 200, 1225 Lady Street – *Approved*

Councilor Rickenmann said I know that we are looking at relocating out of that building. Is there any loss of lease crossover? Did it cause any heartburn for the Congressman or the City?



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Ms. Teresa Wilson, City Manager answered that this lease handles the heartburn for the Congressman. We come out of the lease in June 2020. I was going to add that note in the discussion in September to inform Council that we are moving out of 1225 Lady Street after Labor Day weekend. The move includes the Human Resources Department, Community Development, and Office of Business Opportunities into 1401 Main Street. In the next planning retreat we will talk about some additional steps with Council but this is happening a little quicker than we anticipated. There is an interest in another entity leasing the building.

Upon a motion made by Mrs. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-076 Authorizing the City Manager to execute a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 6,818 square feet of office space known as Suite 200, 1225 Lady Street.

APPOINTMENTS

32. City Center Partnership – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mrs. Devine, Council voted unanimously to approve the appointment of Mr. Jason Caskey to the City Center Partnership.

33. Commercial Revolving Loan Fund – *Approved*

Upon a motion made by Mrs. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Ms. Bianca Williams to the Commercial Revolving Loan Fund Committee.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor Rickenmann said I would like to refer to the Public Safety Committee for us to explore looking into a request to the South Carolina Department of Transportation to take over Kilbourne Road, between Beltline Boulevard and Fort Jackson Boulevard. I think we exhausted every avenue to try and create a safe atmosphere on that road. Residents in that area have come to their wits end. I would like for us to explore taking that section of Kilbourne Road from the state so we can move forward on traffic calming and other opportunities to create a safer zone for those families.



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Councilor Davis said he is not for wanting to lock this issue in the committee because those discussions come up regularly and we can do a better job than the state in taking care of these roads.

Councilor Baddourah said Council should also discuss other streets that have had problems in the past with the lack of traffic calming devices. He recommends that Council look at the issue as a whole and look into major corridors and streets with the same issues.

Councilor Davis said that Council should focus on taking one street at a time because taking over a street is an added expense to the City.

Mayor Benjamin said historically we have looked at it in the aggregate. Let's have a committee meeting where staff is advising Council and let's look at a more strategic route.

Ms. Teresa Wilson, City Manager added that SCDOT has a buyback program that the city has been analyzing but nothing has been proposed yet. She agreed with putting Kilbourne Road in Committee.

Councilor Devine suggested that there should be a work session presentation rather than a committee meeting.

Mayor Benjamin agreed with the work session presentation rather than a committee meeting. If there are other roads that Council would like staff to advise them on then that can be discussed.

There was a consensus of the Council to schedule a Work Session to discuss a possible request to SCDOT to take over Kilbourne Road between Beltline Boulevard and Fort Jackson Boulevard to create a safe atmosphere and incorporate traffic calming devices. Council will also discuss other roads or major corridors with the same safety and traffic concerns.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to introduce Ms. Lindsey Sherbert. She is here shadowing me from the Leadership Development Academy with the Federal Highway Administration and I am excited she asked to shadow me. She also introduced Mr. Henry Simons; he is the City's newest Assistant City Manager over operations. Henry is a graduate from Benedict College with a masters from the University of South Carolina. He is a 15-year career professional with Palmetto Health. I wanted to introduce him to Council before he starts on August 12, 2019. Mr. Simons will be directing 911 Communications, Parks and Recreation, General Services, and Fleet Services.



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Councilor Devine highlighted the success of the Mayor's Innovation Conference. The people who attended the conference were really impressed with what the city had to offer.

Councilor Davis commented on how he attended several events of the Mayor's Innovation Conference. During the conference he had the opportunity to talk to several Mayors, some staffers, and other presenters. Folks were impressed in what we do and it has become the move nationally. Most cities are looking to make an economic dent focusing on economic centers and branching out. A lot of them have started pursuing some of the same initiatives we have done. This says we are moving in the right direction.

Mayor Benjamin thanked Mr. Davis and Ms. Devine for attending the conference and Ms. Devine for presenting and moderating a panel. Deputy Chief Kelly did amazing in his panel and it was good to see the work being done by our Police Department and again seeing validation from leaders all over the country on how special CPD is. From historic tours to aggressive discussions on food policy and food security, to getting into Parks and Recreation and having people see how we are investing in our children and young people. From beginning to end, Main Street was alive and popping. It was top notch all around. We had folks coming from as far west as Washington State and as far north as Vermont, down to West Palm Beach over to New Mexico, a broad representation. I thank you and this Council for supporting the conference as well.

APPEARANCE OF THE PUBLIC

Dr. Germon Miller said thank you Council. We have a very special guest; this is Harold "Noonie" Ward from Chicago. He is internationally known for his anti-violence presentations. He is visiting all of our parks and recreation sites. I am just running him all over the city to talk to the young people about anti-violence and the need for peace.

Mr. Harold Ward said thank you Council. It is a blessing because I travel back and forth from Chicago. You all are doing an excellent job and I appreciate you all.

Mr. David Bolton said if we read Romans 13:1-8, it says obey and you will be blessed; disobey and you will be beat. Mr. Bolton spoke about his childhood, marriage, and children's education.

Mr. Brooks Bull, Boy Scout Troop 339 said I am working on my Communication Merit Badge, it is an eagle's requirement. I did most of the assignments at summer camp a month ago and this is my last requirement which is to attend a City Council meeting or a public meeting.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2019

EXECUTIVE SESSION

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:10 p.m. for the discussion of **Items 34** through **36**, as amended to add the discussion of Extreme Risk Protection Orders, Gun Free School Zones Act of 1990, and Hate Intimidation Ordinance to **Item 35**.

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

Crystal Rutherford v City

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

*Parks and Recreation Foundation
Tree Removal Policy
Forest Acres Gill Creek Debris Removal*

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

Banking - Investment Services

ADJOURNMENT

Upon a motion made by Mrs. Devine and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 4:35 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 21, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, May 21, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin and The Honorable Sam Davis were absent. Also present were Ms. Teresa Wilson, City Manager, and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. 2020 Census Complete Count Committee - Ms. Chynna Phillips, MSW, MPH Research & Policy Manager for the Sisters of Charity Foundation of South Carolina – *This item was deferred.*

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

2. General Fund - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Teresa Wilson, City Manager said this discussion is going to center around the budget alternates and revenue generation options. Some of those revenue generating options require more due diligence like audits of various entities and their business license payments. We can estimate an increase of \$2 million now, but there are bigger ticket items that you have directed us to look into. Hopefully we'll have information to discuss with some of those entities and/or go through an audit process by January. We are \$3 million out of balance. The second option is a public safety fee that we could implement now as well. This fee would be charged to everybody. The direction of this Council was to focus on those non-taxable entities. It could potentially generate \$2.5 million. It's \$5 per month, per parcel. We are going to tie that to various public safety initiatives that we need to do right now. The third option by January, will factor in the audit with the business license approach as well as the non-taxable entities. That would give us the option to factor in other personnel driven public safety needs. We need a smorgasbord approach.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Duvall asked if we would go ahead and amend the business license ordinance to remove the exemption for a nonprofit.

Councilor Baddourah said yes.

Ms. Teresa Wilson, City Manager said we can do that, but the work still has to be done.

Councilor Rickenmann said we have to audit business licenses and properties and take a look at what other cities are doing. We have to bring everybody to a level playing field. If we are looking at a user fee, then it needs to go to the general fund so that it can affect other things. We have over a billion dollars in higher education off of the tax rolls. A lot of property has changed hands and no longer has a nonprofit status. We are looking for money to pay for the basics; water and sewer is not the place for that. The audit is our first step.

Ms. Teresa Wilson, City Manager asked if Council would like to pass the ordinance as we start the audit process.

Councilor Rickenmann said yes and I would go ahead and repeal the other part. That's step one.

Councilor McDowell asked to hear more about the public safety fee.

Ms. Teresa Wilson, City Manager said the public safety fee applies to everyone and wasn't initially what you all directed.

Ms. Melisa Caughman, Budget and Program Management Director explained that departments prepared their budgets with the goal of providing high quality municipal services as guided by the Envision Columbia focus areas. The requested budget is not the proposed City Manager's budget. It reflects the requests from departments minus reductions for new or expanded programs. The current service levels and programming are being maintained. The budget is not in balance. The total proposed general fund revenues and transfers-in is \$152 million, which is a 2.7% increase. Property taxes is the single largest source of revenue in the general fund. We are not comfortable that revenue from property taxes is growing at a level to sustain growth in the overall budget. There is not a proposed property tax increase in this budget. There is a \$1.6 million reduction in franchise fees, but the enhanced enforcement of our current business license ordinances will result in a net increase of \$722,000.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Duvall said the businesses that come into the City to service industries like the hospitals and others may be another good source of revenue. We may need to discuss the reassessment as a possible revenue source, because we have a way of recouping three years of millage.

Ms. Teresa Wilson, City Manager said it's hard to get the millage back, particularly when this body has not raised taxes in over ten years. Not raising taxes incrementally or rolling back the millage is not the most responsible approach. I think you have to do both.

Councilor Rickenmann said we haven't increased the millage rate, but we have gone up on everything else.

Councilor Devine concurred with Mr. Duvall and Ms. Wilson.

Councilor Baddourah said this is the year to make it a reality. Everybody has to pay their share.

Councilor McDowell said as it relates now to churches and day care centers, the conversation is more intensive and intentional. If we sway off of that course, then we get back into a laissez-faire kind of situation. We are more driven now to put those kinds of options on the table.

Councilor Baddourah said these options have been on the table. We are careful about churches and we can take churches out of the ordinance. We always struggle to find ways to put fees on nonprofits so they can contribute to government.

Councilor Duvall said the taxing of nonprofits or governmental entities has been before every City Council in South Carolina for decades. None of them have come up with an answer. There is no answer for it. You need to listen to our staff and come up with things they can do.

Councilor Rickenmann said the State has given us an avenue and more than one accountant has shown me the path on how to get there.

Councilor Baddourah said Columbia is a unique City with 65% or more properties not contributing to our tax base or expenses to run this government. I'm not going to put another \$5 fee on residents who are already paying 100% of the City's expenses to operate our services. We cannot keep adding more fees and taxes to people who are already paying their fair share.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Melisa Caughman, Budget and Program Management Director highlighted the City's revenue streams and where we have increases. The requested budget totals \$155 million, which is a 5% increase. It is out of balance by \$3.3 million. We are trying to maintain services within the budget that will be passed. We started out with a \$13 million deficit. Through additional adjustments to revenue and expenditures, we brought the deficit down to \$3.3 million. We've made \$5.5 million reductions in new and expanded programs. We started out with \$2 million for potential Cost of Living Adjustments or merits and we scaled that back to \$1 million dollars in anticipation of doing a mid-year implementation.

Ms. Teresa Wilson, City Manager explained that we initiated the merit system again this prior fiscal year. We've re-educated staff and now they are on a simultaneous evaluation system in September of every year. We are showing you the things that we will lose. We were going to put \$80,000 for Quiet Zones in the Council requested projects [line item]. There have been discussions with State Legislators who proposed that we are at a \$500,000 level contribution. There are other Council requested projects, too. This year the Council requested projects line item was used for the ShotSpotter implementation.

Councilor Baddourah said we should issue a \$5 million GO Bond to build Fire Station 2 for \$4 million and allocate \$1 million to Quiet Zones. Maybe we can get other agencies to contribute to the first phase of the Quiet Zones. You all can determine if the general fund can support payments.

Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer said our legal capacity at the end of the year was \$15 million, but that doesn't mean that we have the revenue in place to make a payment on those bonds.

There was a brief discussion about the anticipated payment on a \$5 million GO bond.

Ms. Melisa Caughman, Budget and Program Management Director continued to report that there is no funding in this year's or next year's budget for general capital project needs. We are showing \$170,000 for the proposed affordable housing incentives.

Councilor Rickenmann said we have so much residential property that's being held by our CDC's. Why aren't we using that instead of cash. We can put water meters in and have the property ready to go as incentives for builders to construct affordable housing.

Ms. Teresa Wilson, City Manager said there are quality of life and code enforcement issues that may impede marketing efforts for those particular houses. I encourage our development corporations to take opportunities to do it. We are taking that approach in our targeted areas.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Melissa Gentry, Assistant City Manager said on behalf of the Columbia Housing Development Corporation, Two Notch Development Corporation, and the Eau Claire Development Corporation, Michael Strange is working with builders to incentivize the construction of houses. A lot of those lots are not attractive to a developer or purchaser. Some issues are drainage related. He is working hard to encourage several developers to work with the corporations.

Councilor Devine said she met with Earl [McLeod] six months ago and he seemed willing to get his membership together. This might be the time for Gloria or Michael to spearhead that conversation with developers who might be willing to come to the table to develop a community service blitz. Lexington has been aggressive in working with non-profits.

Ms. Teresa Wilson, City Manager said we didn't want Council to think we've forgotten the direction of capturing the student housing increment and segregating that for affordable housing.

Ms. Melisa Caughman, Budget and Program Management Director noted that we have a number of budgeted external requests that have requested increases. The Public Defender requested \$225,000. The Solicitor requested \$343,498. The budget reflects their current allocation. The current rate for the Detention Center is \$55 and it is going up to \$71 starting July 1st. After this, the rate will be equivalent to their cost of service.

Councilor Rickenmann asked City Manager Wilson to request the last two years of financials for the Alvin S. Glenn Detention Center. I would like to discuss the contract at the appropriate time.

Councilor Baddourah inquired about the overall budget increase for the Detention Center.

Ms. Melisa Caughman, Budget and Program Management Director said we budgeted the same amount this year as we will next year. There are other external requests for services the City has either contracted or agreed to fund and those are being maintained at \$1 million. She presented challenges and opportunities for general fund revenues. There are approximately 46,000 parcels in Richland County, of which 4,300 are non-taxed parcels. The tax assessed value is \$12.8 billion with 27% of that being non-taxable. The largest source of non-taxed parcels are homeowners and homestead exemptions.

There was an in-depth discussion on how to proceed with an audit.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Melisa Caughman, Budget and Program Management Director said the audit of parcels will be a collaborative effort. The Public Safety Fee will address our public safety costs and help support public safety initiatives. We are proposing a \$5 per month fee that will address public safety costs and be used for public safety equipment and technology. If implemented on July 1st, we project that it will generate \$2.5 million. This will be added to the water bill.

Councilor Rickenmann said the bulk of the people who will be paying this are paying for it already.

Councilor Baddourah suggested that we use the same formula as the one used to determine the storm water fee.

There was an in-depth discussion about funding for park rangers for Bull Street and greenway expansions. This discussion included the cost of maintenance for the Bull Street Park and other City parks along with repairs at Finlay Park.

Ms. Melisa Caughman, Budget and Program Management Director reiterated that the Public Safety fee would be used for a number of items that are not in the budget at this time.

Councilor Devine noted that the list includes security camera upgrades, ShotSpotter, and competitiveness at \$1.9 million. Will the \$2.5 million cover these things? We need to be very specific about what it is going to cover.

Ms. Melisa Caughman, Budget and Program Management Director said those are items we need to consider. They cost more than \$2.5 million per year.

Ms. Teresa Wilson, City Manager said we tried to be transparent. The only way citizens would agree to whichever option we go with, is if they know specifically what it's paying for. I think some of you have said that as well.

Councilor Devine said we should look at a higher dollar amount and possible a rebate for current property owners.

Ms. Melisa Caughman, Budget and Program Management Director said we will be sending out the budget public hearing notice tomorrow. The public safety fee will require its own public hearing. We are seeking direction as to what to consider in terms of scheduling.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Teresa Wilson, City Manager said we are putting everything on the table. I don't want to do the audit and then we're not able to move forward. It's worth having the discussion. The items won't change for Public Safety. The quality of life element of Code Enforcement is a part of Public Safety. Public Works has piloted a program in some of our more challenged areas without added resources.

Ms. Melisa Caughman, Budget and Program Management Director clarified that the Public Safety fee would not be used to balance this budget. She distributed a list of general fund budget options outlining the revenue adjustments/increases and expenditure reductions. The non-profit business license will be based on the ordinance changes to allow for non-profit entities to be charged a fee. We do not have an estimated amount of revenue that will be generated. Last year, we were trying to reduce our reliance on fund balance. We propose to use \$3 million in fund balance in the 19/20 budget. The enhanced business license enforcement doesn't require an ordinance change, but it will require the use of an auditing firm. We are forecasting \$2 million in revenue from that effort. The revenue adjustments would generate \$3.2 million in revenue. She reviewed the expenditure reductions in departmental budgets that total \$5.6 million.

Councilor Rickenmann asked if we can use the feedback we received from Columbia Compass in lieu of the citizens' survey.

Councilor Devine suggested that the Office of Business Opportunities conduct a joint Disparity Study with Richland County and the University.

Ms. Melisa Caughman, Budget and Program Management Director reviewed the non-departmental expenditure reductions totaling \$1.7 million.

Councilor Devine clarified that the enhanced business license enforcement and additional fund balance is already included.

Councilor Duvall suggested that Council reinstitute the water transfer. It takes into consideration that 75% of the water fee is paid from people outside City limits. Everybody pays the water bill. We could do it without having a detrimental effect on the water and sewer fund. The Legal Department can do it by adding a line to our budget. We are going through a futile exercise if we expect our staff to come up with a miracle that no other staff in the State of South Carolina has been able to do.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Rickenmann suggested we put it on the agenda and vote for it publicly. I'm not voting for a water and sewer transfer because it doesn't solve the issue. It is not generating enough money to afford bonding. It doesn't hit the non-tax paying entities at any level like commercial and residential properties are paying.

Ms. Melisa Caughman, Budget and Program Management Director explained that the non-profit business fee is separate and apart. About 10,000 business licenses were issued in 2018 with 5,900 being in-City and 3,800 being out of City businesses. The options for non-profits are a letter of agreement for services; payment in lieu of taxes for higher education and hospitals/medical services; a BID for higher education campuses; and a business license fee that will be charged to business type activities that currently receive a no-fee business license.

Councilor Devine said once we lay this out, some of the churches would recognize that there's a fair share they should be paying.

Ms. Melisa Caughman, Budget and Program Management Director said this conversation is to be continued. The revised ordinance changes will come to Council.

3. Hospitality Tax Fund - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Melisa Caughman, Budget and Program Management Director said we are proposing that the Hospitality Tax budget remain flat at \$12.1 million. Revenues are not keeping up with this year's projections. We are not projecting any fund balance at this point. Several line item agencies requested increases. Those are not reflected in the budget. The budget includes \$2.1 million for the committee allocation and \$3.7 million for the general fund transfer.

4. Accommodations Tax Fund - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Melisa Caughman, Budget and Program Management Director said we are proposing a \$2.6 million Accommodations Tax budget, which is a 3.5% increase. State law determines how much, where, and what you can allocate. City Council has designated 85% of those funds to Experience Columbia SC/CVB and 15% goes to Lake Murray Country Regional Tourism Board; \$25,000 is transferred to the general fund; and 5% is for general purposes.

Councilor Rickenmann inquired about funding for One Columbia and suggested that their funding be discussed along with the economic development partners.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 21, 2019

Ms. Melisa Caughman, Budget and Program Management Director said we will advertise the budget public hearing tomorrow for June 11, 2019.

There was an in-depth discussion about next steps for the alternate revenue options.

CITY COUNCIL DISCUSSION

5. The COMET's Fiscal Year 2019/2020 Budget Presentation - Mr. John C. Andoh, Executive Director/CEO for The COMET

Mr. John C. Andoh, Executive Director/CEO for The COMET explained that in compliance with State law §58-25-70, as a regional transportation authority, we need each member government to approve our proposed operating and capital budget. We are a governmental agency that provides public transit services in Richland and Lexington Counties. Member agencies include the City of Columbia, City of Forest Acres, Richland County, and Lexington County. Our brand is the The COMET, which provides fixed route and paratransit services on 34 routes with 2 reflex services. We have a subsidy program with Lyft and Uber. We fund 10 bike share stations in the City of Columbia. We transport 2.8 million passenger trips per year on 81 buses. We run 7-days a week/365-days a year. We have 12 employees. We contract out our transit operations to Transdev for approximately \$15 million. We are projecting a \$29 million budget: \$23 million is the operating budget and \$6 million is the capital budget. He continued to outline the components of the operating budget. He asked for City Council's approval of the budget.

There was a consensus of Council to invite Mr. Andoh to the June 11, 2019 Council Meeting for further consideration of the budget.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 4:46 p.m. for the discussion of **Item 7** through **Item 9**. The discussion of **Item 6** was deferred.

6. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)
 - *Municipal Court Judges*
 - *Organizational Structure*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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7. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Greenway Easements*
 - *Capital City Stadium*
 - *Town of Eastover*
 - *Vertical Construction Project*
8. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Receptacle Requirements*
 - *Lower Richland Sewer*
9. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Development Incentives*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, May 21, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 6:11 p.m. and the following members of Council were present: The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin and The Honorable Sam Davis were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

Reverend Dr. Chris Leevy Johnson, Pastor of Brookland Baptist Church Northeast Campus offered the invocation.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 21, 2019

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as amended to defer consideration of **Item 22** (*Utility Relocation Project*).

APPROVAL OF MINUTES

10. Council is asked to approve the April 2, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to approve the April 2, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 11 THROUGH 24

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 11 through 21, 23, and 24**.

11. Council is asked to approve the Reinstatement and First Amendment to Service Agreement for the City of Columbia's Self-Insured Workers' Compensation Program, as requested by the Legal Department. Award to Planned Administrators, Inc., as the Third Party Administrator in the amount of \$129,240.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Workers' Comp Administration 6098939-636200 Insurance and Bonding

12. Council is asked to approve the Reinstatement and First Amendment to Service Agreement for the City of Columbia's Self-Insured Tort Liability Program, as requested by the Legal Department. Award to Planned Administrators, Inc., as a Third Party Administrator in the amount of \$231,550.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Claims-Automobile 6088938-645100, Claims-General Tort 6038932-645100, and Claims-Sewer 6068936-645100

13. Council is asked to approve the purchase of Thirteen (13) Astro Radios, as requested by the Fire Department. Award to Motorola Solutions, using the SC State Contract# 4400021163 in the amount of \$90,896.97. The vendor is located in Sumter, SC. - *Approved*

Funding Source: Fire Administration: Radio Equipment 1012301-627800; Fire Prevention: Radio Equipment 1012302-627800; and Fire Suppression: Radio Equipment 1012303-627800. The total budgeted amount is \$103,480.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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14. Council is asked to approve the purchase of Twenty-Two (22) GETAC Computers and Software for the Police Department, as requested by the Fleet Services Department. Award to SYNEX Corporation, using the GSA Contract #GS-35F-0143R in the amount of \$96,634.08. The vendor is located in Greenville, SC. - *Approved*

Funding Source: Capital Replacement; Computer Equipment/Hardware; 6308972-627500. The original budgeted amount is \$101,502.48.

15. Council is asked to approve the purchase of Trench Boxes and Modular Shields for Wastewater Management, as requested by Columbia Water. Award to United Rentals, using the Choice Partners Cooperative Contract #18/072KC-06 in the amount of \$88,092.39. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Maintenance: Machinery & Equipment-Capital 5516205-658300. The original budgeted amount is \$88,092.39.

16. Council is asked to approve the purchase of a Wheel Loader (Claw) for the Solid Waste Department, as requested by the Fleet Services Department. Award to Blanchard Machinery, Inc., using the SC State Contract #4400018718 in the amount of \$151,272.00. The vendor is located in Columbia, SC. - *Approved*

Funding Source: Solid Waste; Capital Replacement; Auto, Trucks, Hvy-Equip-Capital; 6308972- 658500. The original budgeted amount is \$167,940.00.

17. Council is asked to approve the purchase of a Bomb Response Vehicle F-550 Chassis for the Police/Special OPS Department, as requested by the Fleet Services Department. Award to Sirchie, Inc., using the GSA Contract #GS-07F-007DA in the amount of \$327,043.25. The vendor is located in Youngsville, N.C. - *Approved*

Funding Source: Police/Special OPS; Capital Replacement; Auto, Trucks, Hvy-Equip-Capital; 6308972-658500. The original budgeted amount is \$327,043.25.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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18. Council is asked to approve a Contract for a 6" Water Main Construction along Swygert Road as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$224,088.00, which includes contingency funding. This firm is located in West Columbia, SC. - *Approved*

Funding Source: 5529999-WM446301-658650. The original budgeted amount is \$340,300.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will be performing 60% (\$111,740.00) of the total contract value. Northeast Backflow of Lugoff, SC is the protégé and will be performing 40% (\$75,000.00) of the total contract value.

The following supplier will provide additional services:

Fortiline Waterworks of Columbia, SC will provide supplies/materials for the project valued at \$50,000.00. This amount is included in the mentor's (Carolina Tap & Bore, Inc.) portion (\$111,740.00.00) of the total contract value.

19. Council is asked to approve Contract Amendment #1 to the Indefinite Delivery Contract for Engineering Services related to Wastewater Flood Recovery and Flood DR4241, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in an amount not to exceed \$250,000.00 for this addition, and a total project cost not to exceed \$750,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services. The original budgeted amount is \$500,000.00. Additional funding to come from 2531706-638400 (Flood Recovery Account) in the amount of \$250,000.00

20. Council is asked to approve a Construction Change Order# 6 for Project SS7280; Rocky Branch Basin Sewer Rehabilitation, as requested by Columbia Water. Award to IPR Southeast, LLC in the amount of \$315,116.56. This firm is located in Stone Mountain, GA. - *Approved*

Funding Source: SS728801 (Unforeseen & Miscellaneous Projects) 5529999-SS728001-658650 SS728001 Rocky Branch Basin Sewer Rehabilitation. The contract price including Construction Change Orders to date is \$9,943,324.94. With approval of this Construction Change Order increase, the revised awarded contract amount will be \$10,258,441.50.

The original contract has Protégé services provided by Holzheimer Construction, Inc. at 31% (\$3,000,000.00) of the original contract value. The original budget amount for this change order is \$315,116.56.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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21. Council is asked to approve a Contract for Lake Katherine Water Main Construction as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$3,640,490.15, which includes contingency funding. This firm is located in Swansea, SC. - *Approved*

Funding Source: 5529999-658650-WM4000-02. The original budget amount is \$5,325,895.00.

This is a Mentor Protégé Program project. LAD Construction, LLC of Swansea, SC is the mentor and will be performing water line work at 80% (\$2,647,629.20) of the total contract value. J. A. Mabus of Batesburg, SC is the protégé and will be providing demolition, water line work, flowable fill, and service connection services at 20% (\$661,907.30) of the total contract value.

The following supplier/vendor will be providing additional supplies/materials:

Ferguson Waterworks of Elgin, SC will be providing water line materials valued at \$755,645.00. This amount is included in the mentor's portion of the total contract value.

22. Council is asked to authorize increased funding for Utility Relocation and Upgrade Services for Water and Wastewater Improvements for Fiscal Year 2019/2020, as requested by Columbia Water. Award to the following three consultants in the total amount of \$3,547,394.12. – *Consideration of this item was deferred.*

Funding Source: 5529999-SS751401-658650 - \$509,382.00, 5529999-WM448901-658650 - \$170,416.00, 5529999-WM449001-658650 - \$815,958.00, 5529999-SS751501-658650 - \$202,920.00, 5529999-WM449201-658650 - \$546,441.50, 5529999-WM449101-658650 - \$91,080.00, 5529999-WM432319-658650 - \$977,888.31 / 5529999-SS609919-658650 - \$233,308.31. The total amount of funding allocated to the work orders associated with local utility relocation projects will be \$5,827,394.12.

Below is the information provided for each consultant under the original approved RFQ:

CDM Smith Inc. has headquarters in Boston, MA and a local office in Columbia, SC. CDM Smith, Inc. proposed to utilize 2% SBE, 10% MBE, and 8% WBE for sub consultant services.

Hazen and Sawyer has headquarters in New York, NY and a local office in Columbia, SC. Hazen and Sawyer proposed to utilize 10% MBE and 15% WBE for sub consultant services.

Michael Baker International, Inc. has headquarters in Pittsburgh, PA and a local office in Columbia, SC. Michael Baker International, Inc. proposed to utilize 5% SBE, 8% MBE, and 15% WBE for sub consultant services.

23. Resolution No.: R-2019-044 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Adult Summer Camp End of Season Party on Friday, July 26, 2019 - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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24. Resolution No.: R-2019-045 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Boyd Plaza Sonatas with The SC Phil on Tuesdays, June 4, 2019 and June 11, 2019 - *Approved*

PRESENTATIONS

Ms. Teresa Wilson, City Manager took a moment of personal privilege to present City Clerk Erika Moore with a token of appreciation in honor of Municipal Clerk's Week.

25. American Public Works Week - The Honorable Mayor Pro Tempore Tameika Isaac Devine

The Honorable Mayor Pro Tempore Tameika Isaac Devine and the members of City Council proclaimed May 19-25, 2019 as Public Works Week in the City of Columbia.

26. Tree City USA Award Presentation - Ms. Sara Hollar, Deputy Public Works Director

Ms. Sara Hollar, Deputy Public Works Director announced that the City of Columbia has been designated a Tree City USA Award recipient for forty years. We've had this designation the longest out of all cities in South Carolina. To qualify, you must have a forestry department that's responsible for the care and maintenance of your trees; enact a tree ordinance; spend at least \$2 per person on tree maintenance; and our Arbor Day celebration. We will continue to receive this designation for years to come.

27. Cardinal Newman Women's Track and Field Team Day - The Honorable Mayor Pro Tempore Tameika Isaac Devine

The Honorable Mayor Pro Tempore Tameika Isaac Devine and the members of City Council proclaimed Tuesday, May 21, 2019 as Cardinal Newman Women's Track and Field Team Day in the City of Columbia.

28. Cardinal Newman Men's Track and Field Team Day - The Honorable Mayor Pro Tempore Tameika Isaac Devine

The Honorable Mayor Pro Tempore Tameika Isaac Devine and the members of City Council proclaimed Tuesday, May 21, 2019 as Cardinal Newman Men's Track and Field Team Day in the City of Columbia.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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29. Update from the Columbia City Ballet - Mr. William Starrett, Artistic Director / Columbia City Ballet

Mr. William Starrett, Artistic Director for the Columbia City Ballet reported that last year was the best season in our 58-year history. We had 65,000 patrons. We attribute that to our hospitality tax funding, which is 7.5% of our annual budget. We know that \$28 is spent per person above and beyond the ticket purchase. The organization reached 16,000 children last year with its educational outreach series in partnership with fantastic corporations. Next year, we are doing a brand new children's performance of The Grinch and Beauty and the Beast. In the fall, we'll have Ballet with a Bite, the Nutcracker, Body and Movement Explored, a Valentine's Day Celebration, The Great Gatsby, and Cinderella. We've been invited to perform Off the Wall in Augusta, Savannah, and Charlotte. We've had a stellar year. Thanks for your support.

30. Update from Fast Forward - Ms. Dee Albritton, Executive Director of Fast Forward

Ms. Dee Albritton, Executive Director of Fast Forward thanked Council for their support over the last 19-years. We will celebrate our 20th Anniversary in October. For every dollar the City has contributed, we've been able to match it by \$4 to \$5. We received a 6-month grant from the Midlands Workforce Development Board. We will be working on digital literacy with 100 people. By working with Gloria Saeed, we've been able to strengthen our partnerships with other agencies in the City. We will be implementing labs at these agencies. About 90% of the people we work with either start out here or move here. Since July 1st, we've placed over 140 homeless men and women into employment. We still struggle with affordable housing and many seniors are struggling with student loan debt.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS - 7:00 P.M.

Council opened the Public Hearing for Zoning/Planning Matters at 7:03 p.m.

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street, 6319A North Main Street, 6323 North Main Street, 6325 North Main Street, 6327 North Main Street, and 6329 North Main Street; TMS# 11712-04-03 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ordinance No.: 2019-031 - Annexing and Incorporating 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street. 6323 North Main Street, 6325 North Main Street, 6327 North Main Street. 6329 North Main Street, and 6331 North Main Street, Richland County TMSU 11712-04-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial District (GC) by Richland County.

Applicant: Alpine of S.C., Inc.

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street, 6319A North Main Street, 6323 North Main Street, 6325 North Main Street, 6327 North Main Street, and 6329 North Main Street; TMS# 11712-04-03 **and** Ordinance No.: 2019-031 - Annexing and Incorporating 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street. 6323 North Main Street, 6325 North Main Street, 6327 North Main Street. 6329 North Main Street, and 6331 North Main Street, Richland County TMS# 11712-04-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

32. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 160.87-acre portion of 300 Clemson Road; TMS# 25700-02-03 (p) – *Approved on first reading.*

Ordinance No.: 2019-029 - Annexing and Incorporating 300 Clemson Road, Richland County TMS# 25700-02-03(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot and Urban Edge Mixed Residential (UER-1 and UEMR) and assign zoning of General Residential District (RG-1). The property is currently classified as Neighborhood (Medium Density) and Mixed Use Corridor and zoned Rural District (RU) by Richland County.

Applicant: Lee Lorick Prina II, Trustee / Mungo Homes Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (6-0)

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 160.87-acre portion of 300 Clemson Road; TMS# 25700-02-03 (p) **and** Ordinance No.: 2019-029 - Annexing and Incorporating 300 Clemson Road, Richland County TMS# 25700-02-03(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 107 S. Williams Street; TMS# 08816-10-04 – *Approved on first reading.*

Ordinance No.: 2019-030 - Annexing and Incorporating 107 South Williams Street, Richland County TMS U08816-10-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use (High Density) and zoned High Industrial (HI) by Richland County

Applicant: Vulcan Lands, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 107 S. Williams Street; TMS# 08816-10-04 **and** Ordinance No.: 2019-030 - Annexing and Incorporating 107 South Williams Street, Richland County TMS U08816-10-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 88 Hillmark Drive; TMS# 07216-04-03 – *Approved on first reading.*

Ordinance No.: 2019-028 Annexing and Incorporating 88 Hillmark Drive, Richland County TMS #07216-04-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Use (High Density) and zoned Single Family Residential-Low Density (RS-LD) by Richland County.

Applicant: Majed Salaymeh

Staff Recommendation: Approval

PC Recommendation: 4/01/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 88 Hillmark Drive; TMS# 07216-04-03 **and** Ordinance No.: 2019-028 Annexing and Incorporating 88 Hillmark Drive, Richland County TMS #07216-04-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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35. FUTURE LAND USE MAP CONFIRMATION AMENDMENT - 120 Sparkleberry Crossing Road; TMS#25705-07-29 – *Approved on first reading.*

Ordinance No.: 2019-026 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 120 Sparkleberry Crossing Road; Richland County TMS# 25705-07-29; annexed by Ordinance No.: 2019-023 enacted May 7, 2019 – *Approved on first reading.*

Council District: 4

Proposal: Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.

36. ZONING MAP AMENDMENT CONFIRMATION - 120 Sparkleberry Crossing Road; TMS# 25705-07-29 – *Approved on first reading.*

Council District: 4

Proposal: Request to affirm zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC.

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to **Item 35 Future Land Use Map Confirmation Amendment** for 120 Sparkleberry Crossing Road; TMS#25705-07-29 **and** Ordinance No.: 2019-026 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 120 Sparkleberry Crossing Road; Richland County TMS# 25705-07-29; annexed by Ordinance No.: 2019-023 enacted May 7, 2019 **and** **Item 36 Zoning Map Amendment Confirmation** for 120 Sparkleberry Crossing Road; TMS#25705-07-29.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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37. ZONING MAP AMENDMENT - 1616 Gervais Street and 1620 Gervais Street, TMS# 11401-09-03 and 11401-09-05 – *Approved on first reading.*

Council District: 3
Proposal: Request to rezone the parcel from C-3 to C-3, -DD
Applicant: Jon E. McDonald, Harley Ellis Devereaux
Staff Recommendation: Approval
PC Recommendation: 03/04/2019; Approval (7-0)

Councilor Baddourah inquired about the proposed development.

Ms. Krista Hampton, Planning and Development Services Director explained that the current proposal is for student housing.

Councilor Duvall asked if there was discussion from the neighborhoods at the Planning Commission Meeting.

Ms. Krista Hampton, Planning and Development Services Director said there was a previous proposal to rezone to allow for unlimited height; they dialed that back. We are staying with the existing zoning which has a height limit of 50', but you can go up to 75' if you step back. They are extending the design overlay (-DD).

Councilor McDowell asked if there has been any community participation.

Ms. Krista Hampton, Planning and Development Services Director said they have been involved and the sentiment has not been overwhelmingly positive about the development. The development is allowed outright under this zoning classification.

Councilor McDowell sought to ascertain the size and capacity of the property.

Ms. Krista Hampton, Planning and Development Services Director clarified that it's a multi-family development that will be potentially geared towards students. It's currently allowed outright.

Councilor Devine said the reason for the rezoning is because it crosses property lines.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Krista Hampton, Planning and Development Services Director explained that the base zoning classification is fine. The parcel is currently split by the design development overlay. You cannot build over a zoning line. They are asking to extend the design district over the adjacent parcel. This will increase the review of the project; it will have to go through the DDRC.

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. Baddourah and seconded by Mr. Rickenmann, Council voted [4 to 1] to give first reading approval to the *Zoning Map Amendment* for 1616 Gervais Street and 1620 Gervais Street, TMS# 11401-09-03 and 11401-09-05. Voting aye were Mr. Rickenmann, Mr. Duvall, Mr. Baddourah, and Ms. Devine. Mr. McDowell voted nay.

38. ZONING MAP AMENDMENT - 2508 Chestnut Street; TMS# 11509-02-02 – *Approved on first reading.*

Council District: 2
Proposal: Request to rezone the parcel from RG-1 to C-3
Applicant: Larry D. Patterson
Staff Recommendation: Approval
PC Recommendation: 03/04/2019; Approval (7-0)

Ms. Krista Hampton, Planning and Development Services Director explained that the East Central Plan calls for this area to be mixed-use. We were following the existing policy guidance along with the adjacent zoning. We don't generally recommend commercial zoning in a residential area.

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 2508 Chestnut Street; TMS# 11509-02-02.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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39. ZONING MAP AMENDMENT - 1517 Gregg Street; TMS# 11403-10-05 – *Approved on first reading.*

Council District: 2
Proposal: Request to rezone the parcel from C-1 and C-3 to C-1
Applicant: Richard E. Carlisle, CAN Community Health, Inc.
Staff Recommendation: Approval
PC Recommendation: 03/04/2019; Approval (7-0)

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 1517 Gregg Street; TMS# 11403-10-05.

40. ZONING TEXT AMENDMENT - Amend §17-258 - Body Piercing and Tattoo Establishment

Ordinance No.: 2019-035 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses, SIC 7298 Massage parlors, spas – *Approved on first reading.*

Proposal: Amend the text of §17-258 -Table of Permitted Uses (SIC 7298) to permit body piercing facilities and tattoo establishments by special exception in C-5 (Central Business District).
Applicant: Daniel J. Rickenmann, Columbia City Council
Pertinent Section: Chapter 17, Article III, Division 8, Amend §17-258 - Table I - Table of Permitted Uses #7298
Staff Recommendation: Approval

Councilor Rickenmann explained that the owner of this tattoo shop performs tattoos for people who had reconstructive surgery and that's the bulk of her business. She wanted to be located downtown so she could be close to the hospital. We decided that the best way to do this would be a text amendment for a special exception so that people aren't just moving in.

No one spoke in support of or in opposition to this matter.



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Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-035 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses, SIC 7298 Massage parlors, spas.

41. ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with the Regional Transit Authority at Transit Stops

Ordinance No.: 2019-036 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401 Definitions, Sign – *Approved on first reading.*

Proposal: Amend the text of §17-401 to exclude signage installed by the Regional Transit Authority at Transit Stops from the definition of Sign.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

Ms. Krista Hampton, Planning and Development Services Director explained that this amendment would exclude signage from the definition of signs. This will allow The COMET to put advertising signs on the benches and panels within the bus shelters.

No one spoke in support of or in opposition to this matter.

Upon a motion made by Mr. Baddourah and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2019-036 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401 Definitions, Sign.

Council closed the Zoning Public Hearing for Zoning/Planning Matters at 7:14 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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ORDINANCES - SECOND READING

42. Ordinance No.: 2019-025 Providing for the Issuance and Sale of City of Columbia, South Carolina, Special Obligation Bonds or Notes (Hospitality Fee Pledge), Series 2019, in an Aggregate Principal Amount of Not Exceeding \$4,200,000, in order to Finance the Acquisition, Renovation and Equipment of Certain Capital Projects; Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine Certain Matters with Respect to the Bonds or Notes; Prescribing the Form and Details of Such Bonds or Notes; and other matters relating thereto - *First reading approval was given on May 7, 2019.- Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted [4 to 1] to give second reading approval to Ordinance No.: 2019-025 Providing for the Issuance and Sale of City of Columbia, South Carolina, Special Obligation Bonds or Notes (Hospitality Fee Pledge), Series 2019, in an Aggregate Principal Amount of Not Exceeding \$4,200,000, in order to Finance the Acquisition, Renovation and Equipment of Certain Capital Projects; Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine Certain Matters with Respect to the Bonds or Notes; Prescribing the Form and Details of Such Bonds or Notes; and other matters relating thereto. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, and Ms. Devine. Mr. Baddourah voted nay.

ORDINANCES - FIRST READING

43. Ordinance No.: 2019-027 Amend Sec. 19-35 Receptacle requirements; placement of receptacles – *Approved on first reading as amended.*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-027 Amend Sec. 19-35 Receptacle requirements; placement of receptacles, subject to Section 19-35 (e)(3) being amended to read “on the side of the dwelling beyond the front corner of the dwelling.”



**COLUMBIA CITY COUNCIL MEETING MINUTES
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44. Ordinance No.: 2019-032 - Annexing 111 Sparkleberry Crossing Road; TMS# 25705-07-26 – *Approved on first reading.*

Council District: 4

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

Applicant: Frost Partners, LLC

Staff Recommendation: Approval

PC Recommendation: 05/06/2019; Pending

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-032 - Annexing 111 Sparkleberry Crossing Road; TMS# 25705-07-26.

45. Ordinance No.: 2019-034 Authorizing the City Manager to execute a Contract of Sale for the transfer of 2924 Hope Avenue, Richland County TMS #11313-12-07 - *Approved on first reading.*

Ms. Gloria Saeed, Director of Community Development explained that the City funded a Community Housing Development Operation (CHDO) several years ago and they owned several pieces of property that we took back through a deed in lieu of foreclosure. This house was already being leased to the person that's interested in purchasing it. We rehabilitated it and kept it as an affordable piece of property.

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2019-034 Authorizing the City Manager to execute a Contract of Sale for the transfer of 2924 Hope Avenue, Richland County TMS #11313-12-07.

APPOINTMENTS

46. Citizens Advisory Committee for Community Development

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve the appointment of Mr. Marcus Brown to the Citizens Advisory Committee for Community Development as nominated by Mayor Stephen K. Benjamin. Mr. Rickenmann deferred his nomination to the committee.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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47. Food Policy Committee – *Consideration of this matter was deferred.*

Ms. Ashley Jenkins, Senior Executive Assistant to the City Manager explained there are a total of five applications. We received one new application after the re-advertisement.

Councilor Devine said we wanted to ensure good district representation.

Councilor Duvall said the committee is large; maybe we can get it down to a more workable group.

Ms. Ashley Jenkins, Senior Executive Assistant to the City Manager said they've continued to meet and things are going smoothly.

Councilor Devine said we have one applicant from district one and four from district two. Out of the current members, there is someone from every district. Are any of those people rolling off?

Ms. Ashley Jenkins, Senior Executive Assistant to the City Manager said district three is losing two appointees. I can look at an alternative advertisement method.

Councilor Devine said you are going to get people who either work in food policy and healthy eating or people who live in food deserts. Having so many people from district two notes the fact that districts one and two are food deserts. It's more important to have people with expertise and passion about this issue.

Councilor McDowell said we can defer this until next week while we make sure that the numbers and district representation is there. I would ask for a deferral.

Councilor Baddourah agreed that the committee is too large.

Councilor Devine asked that the districts be noted for all applicant home addresses. She suggested that we ask existing committee members for referrals and talk with organizations like Eat Smart Move More SC.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Councilor Baddourah asked if a motion is needed to direct the City Manager and staff to look at issuing a GO Bond of \$5 million to build [Fire] Station 2 and to allocate funds for the Quiet Zone.

Councilor Devine said that City Manager can present that at a work session.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 7:30 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



TOWN OF EASTOVER

Mayor
Geraldene Robinson

Mayor Pro Tempore
Leroy Faber

Town Council
Phillip Gunter • Heyward Patterson
Rhudine W. Robinson

Town Clerk
Amie R. Jowers

Town Attorney
K. Winchester Gaines

INTERMUNICIPAL AGREEMENT

This agreement is between the Town of Eastover and the City of Columbia as the result of the Grantee's intention to add a new subgrantee to the EPA Special Appropriation Act Project (SAAP) funded under Grant #XP96418706.

The Environmental Protection Agency (EPA), awarded a grant agreement, (SAAP Grant #XP96418706), on April 4, 2009 to the Town of Eastover. The performance and payment have not been completed and the Town of Eastover had remaining duties and obligations to fulfill.

In consideration of the work to be completed, the parties agree as follows:

1. The Town of Eastover assigns, to the City of Columbia, a portion of the grant award including all activities now in the possession of the Town of Eastover. By virtue of this agreement, the City of Columbia will assume all the duties, obligations, and liabilities of the Town of Eastover under this grant that relate to the portion of assets and activities being assigned.
2. The City of Columbia assumes responsibility for and will be bound by the terms and conditions of the grant and all laws and regulations applicable to the grant.
3. The City of Columbia has the managerial and legal capability to assume all responsibilities associated with the ownership of the grant.
4. The Town of Eastover recognizes the City of Columbia as the subgrantee for all activities under the grant and holds the City of Columbia responsible for satisfactory completion as a subgrantee to the grant.
5. The City of Columbia is in a position to fully perform the duties and obligations as they exist under the grant, and it is consistent with the Town of Eastover's interest to recognize the City of Columbia as a subgrantee to the grant.

In consideration of the work completed, the parties agree as follows:

1. The Town of Eastover remains responsible for its grant obligations including recordkeeping, reporting and providing supporting cost documentation where necessary. The City of Columbia may assume some or all of these responsibilities, however nothing in this agreement discharge the Town of Eastover from its obligations under the grant or the applicable laws and regulations.
2. The City of Columbia agrees that they are not entitled to any grant funds or other benefits paid to the Town of Eastover from the grant, and the Town of Eastover will have no rights nor make any claims against the City of Columbia or EPA for grant funds paid to Town of Eastover prior to this agreement.

The execution of this Agreement signifies the parties' acceptance of the terms of this Agreement.

GRANTEE NAME:

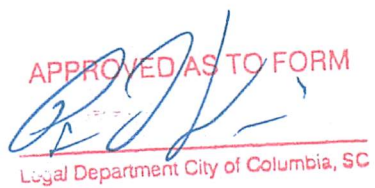
By: Geraldene Robinson DATE: July 12, 2019

Title: Mayor Geraldene Robinson

SUB-GRANTEE NAME:

By: _____ DATE: _____

Title: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

XP - 96418706 - 1 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 96418706		DATE OF AWARD
			MODIFICATION NUMBER: 1		04/09/2009
			PROGRAM CODE: XP		MAILING DATE
			TYPE OF ACTION		ACH#
No Cost Amendment					
PAYMENT METHOD:					
Reimbursement					
RECIPIENT TYPE:			Send Payment Request to:		
Municipal			David Holroyd, Water Management Division 404-562-9228		
RECIPIENT:			PAYEE:		
Town of Eastover P.O. Box 58; 624 Main St. Eastover, SC 29044 EIN: 57-0479594			P.O. Box 58; 624 Main St. Eastover, SC 29044		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Christopher Campbell P.O. Box 58; 624 Main St. Eastover, SC 29044 E-Mail: townofeastover@aol.com Phone: 803-353-2281		Caroline Ejimofor 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: ejimofor.caroline@epa.gov Phone: 404-562-9309		Margaret Crowe Grants Management Office E-Mail: crowe.margaret@epa.gov Phone: 404-562-8687	
PROJECT TITLE AND EXPLANATION OF CHANGES					
Congressionally Mandated Projects This action approves an extension of the Project/Budget period from 12/31/2007 to 09/30/2010. The grantee experienced unexpected delays of the administration, planning and design of the project and needs the additional time to complete the parameters of the project.					
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST	
01/07/2004 - 09/30/2010		01/07/2004 - 09/30/2010		\$716,000.00	
				TOTAL PROJECT PERIOD COST	
				\$716,000.00	
NOTICE OF AWARD Based on your Application dated 09/15/2004 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 30.28% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$216,800. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official William E. Lundy - Grants Management Specialist					DATE 04/09/2009

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Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Consolidated Appropriations Resolution 2003 (PL 108-7)	40 CFR PART 31

Packet Pg. 49

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Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$15,600
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$700,400
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$716,000
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$716,000
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip 69.72% Fed 30.28%)	\$716,000
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$216,800

Administrative Conditions

The following Administrative Term(s) and Condition(s) have been added to this Agreement:

12. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (as amended)

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

13. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

14. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not

required), or to find other information about the Act.

15. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

Programmatic Conditions

All Programmatic Conditions Remain the Same

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 96418706		DATE OF AWARD
			MODIFICATION NUMBER: 0		01/03/2006
			PROGRAM CODE: XP		MAILING DATE
			TYPE OF ACTION		01/10/2006
		PAYMENT METHOD:		ACH#	
		Reimbursement			
RECIPIENT TYPE:			Send Payment Request to:		
Municipal			Dorothy Rayfield, Water Management Division 404-562-9278		
RECIPIENT:			PAYEE:		
Town of Eastover P.O. Box 58; 624 Main St. Eastover, SC 29044 EIN: 57-0479594			P.O. Box 58; 624 Main St. Eastover, SC 29044		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Christopher Campbell P.O. Box 58; 624 Main St. Eastover, SC 29044 E-Mail: townofeastover@aol.com Phone: 803-353-2281		David Holroyd 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Holroyd.David@epamail.epa.gov Phone: 404-562-9228		William Lundy Grants Management Office E-Mail: Lundy.William@epamail.epa.gov Phone: 404-562-8417	
PROJECT TITLE AND DESCRIPTION					
SPECIAL APPROPRIATION WATER INFRASTRUCTURE GRANT					
This special appropriation grant provides funds for the construction of a new 250 gallon elevated storage tank and fire hydrant replacement in order to provide safe drinking water and fire protection to the residents of the Town of Eastover, South Carolina.					
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST	
01/07/2004 - 12/31/2007		01/07/2004 - 12/31/2007		\$716,000.00	
				\$716,000.00	
NOTICE OF AWARD					
Based on your Application dated 09/15/2004 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$216,800. EPA agrees to cost-share 30.28% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$216,800. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Water Management Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official J. I. Palmer, Jr. - Regional Administrator					DATE 01/03/2006

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 216,800	\$ 216,800
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$ 499,200	\$ 499,200
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 716,000	\$ 716,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.606 - Surveys - Studies - Investigations and Special Purpose Grants	Consolidated Appropriations Resolution 2003 (PL 108-7)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	VX6001	06	E4C	04V0QPA	201B51E	41.83			216,800
									216,800

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Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$15,600
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$700,400
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$716,000
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$716,000
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip <u>69.72%</u> Fed <u>30.28%</u>)	\$716,000
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$216,800

Administrative Conditions

1. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES

The costs of professional engineering and any other professional services contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 40 CFR 31.36(b)-(k) (copy attached). The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the minimum standards for procurement.

2. PROCUREMENT FOR CONSTRUCTION

The cost of construction contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 40 CFR 31.36(b)-(k) and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the minimum standards for procurement.

3. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

4. RECYCLING TERM AND CONDITION

ALL APPLICANTS:

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O.

13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* its entirety.

STATE AGENCIES AND POLITICAL SUBDIVISIONS:

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

5. EXECUTIVE ORDER 13202

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

6. HISTORIC PROPERTIES

The recipient agrees to consult with the appropriate State Office in the identification and evaluation of any pre-1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The recipient agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed, or which satisfy the criteria for eligibility for listing (36 CFR 60.4), in the National Register of Historic Places.

7. PROVISIONS

The provisions of the "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY2003 Appropriations Act" dated July 22, 2003 (enclosed) is incorporated herein by reference.

8. SUSPENSION AND DEBARMENT - ALL RECIPIENTS

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. THIRD PARTY FUNDS OR SERVICES CONDITION

This offer is made contingent upon EPA receipt and review of evidence that firm commitments for all sources of required matching share for this EPA grant are in effect prior to advertising for bids on the project. This contingency includes third party sources where third parties are in any manner furnishing funds or services which will be used as required matching share for this EPA grant. No payments will be made by EPA under this

assistance agreement until EPA has received and reviewed the requested documentation.

10. MBE/WBE AND SMALL BUSINESS CONDITION FOR NON-SRF RECIPIENTS

REQUIREMENTS:

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under assistance agreements.

FAIR SHARE GOALS:

- (a) The recipient accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA as follows:

SOUTH CAROLINA

Construction: 3.6% MBE and 2.4% WBE
(all SRF)
Services: 11.0% MBE and 11.0% WBE
Equipment: 10.0% MBE and 10.0% WBE
Supplies: 9.0% MBE and 9.0% WBE
UST Services: 0.0% MBE and 1.44% WBE

- (b) If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within 30 days of award and approved by EPA no later than 30 days thereafter.

PURPOSE AND OBJECTIVE:

The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

BID DOCUMENTS FOR PRIME AND SUBCONTRACTORS:

The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

REQUIRED STEPS AND DOCUMENTATION:

The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.

REPORTING:

The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the Grants Management Office within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 by October 30 each year.

RACE AND GENDER NEUTRAL ACTION:

If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient

agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

SMALL AND RURAL BUSINESSES:

In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small business located in rural areas to the maximum extent possible.

The recipient agrees to follow the six affirmative steps stated in 40 CFR 30.44(b), 31.36 or 35.6580 as appropriate, in the award of any contracts under this assistance agreement. Compliance with this requirement will be monitored during management review conducted by EPA.

11. EPA PARTICIPATION

This award and resulting ratio of funding is based on estimated costs requested in the application. Final allowable costs for EPA participation shall not exceed the statutory limitation of total eligible program costs or total funds awarded.

Programmatic Conditions

1. The grantee agrees to follow procedures contained in the most current edition of the EPA Region 4, A Special Appropriations Projects (SPAPs) Grant Procedures Workbook.
2. The grantee shall follow all requirements under 40 CFR 31.36 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of Part 31.36(i) contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids.
4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant.
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction.
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the States NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a quarterly progress report beginning with the award of this grant and a final report pursuant to 40 CFR 31.40. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks.
9. The EPA, and its delegated representatives, shall have access to the project work site and project records at all times.
10. The grantee has obtained EPA approval for pre-award costs occurring on or after October 1st in the year of the appropriations related to the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

11. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.
12. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA and obtain EPA's review of the documents prior to submitting the reimbursement request to the United States Department of Treasury's "Automated Standard Application for Payment" (ASAP) system.



CITY OF COLUMBIA

3.a

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

TO: Teresa B. Wilson, City Manager

FROM: Jacquelyn Richburg, CRC 911 Interim Director *JER*

DATE: 6/4/2019

RE: 2019/2020 Everbridge Emergency Notification System
Renewal Service Agreement

Please find attached for your review and approval the 2019/2020 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2020 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$37,750.00
County Account 2082702	Object Code 638200	\$37,750.00

Total Cost: \$75,500

Thank you for your kind consideration in this matter.

/Attachments

JR/fn



155 North Lake Avenue, Suite 600
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9609

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: crchcollins@columbiasc.net

Quote #: Q-28511
Date: 5/8/2019
Expires On: 6/7/2019
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2019
Contract End Date:	8/31/2020

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 70,000.00
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 75,500.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 75,500.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

To accept this quote, sign, date and return:

Signature: Teresa Wilson

Date: 6/6/2019

Name (Print): Teresa Wilson

Title: City Manager

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

APPROVED AS TO FORM

Sam White
Legal Department City of Columbia, SC

THANK YOU FOR YOUR BUSINESS!

Everbridge, Inc. Service Agreement

This Service Agreement ("Agreement") is entered into by and between Everbridge Inc. ("Everbridge"), and City of Columbia, South Carolina ("Customer"), effective on the date of Customer's signature below ("Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF EVERBRIDGE'S SERVICE:

1. **DEFINITIONS.** As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and Implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, provided, however, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached hereto as Exhibit A and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

2. **SERVICE.** Subject to the provisions of this Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System ("System"), an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

3. USE OF THE SERVICE.

3.1 **Everbridge Responsibilities.** Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: any unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not

within Everbridge's possession or reasonable control. The Everbridge System delivers messages for supported contact paths to the public / private networks and carriers, but cannot guarantee delivery of the messages to the recipients. Final delivery of messages to recipients is dependent on and is the responsibility of the designated public / private networks or carriers.

3.2 Customer Responsibilities.

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. **TERM.** This Agreement will commence on the Effective Date and will continue in force until June 28, 2013 (the "Initial Term"). Subject to the provisions of this Section 5, upon written agreement of the Parties this Agreement may be renewed for additional successive one (1) year terms and continue for another four (4) option year(s) (each option year is a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term"). Any termination pursuant to this Section 5 shall be effective at the end of the Initial Term or the then current Renewal Term for subsequent years.

6. TERMINATION; SUSPENSION.

6.1 **Termination by Either Party.** During the Initial Term and any Renewal Term, either Party may terminate this Agreement for cause, upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

6.2 **Termination, Suspension by Everbridge.** In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, Everbridge may terminate this Agreement and/or the Service, at Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, Everbridge may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 3.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with the AUP, Section 3.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

7. **PRICING.** As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing"). If Customer exceeds the minutes usage and/or Member count as specified in the Quote, then, Everbridge reserves the right to review the minutes and Member usage from time to time during the Term and to invoice Customer therefor at the current rates and Customer shall pay within 30 days of invoice. Fees for professional services, if applicable, shall be set forth in a SOW. Notwithstanding anything to the contrary in Section 5 or elsewhere in this Agreement, the Pricing shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

8. PAYMENT TERMS; TAXES.

8.1 **Payment.** Unless otherwise set forth in Exhibit A, Everbridge shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice.

8.2 **Taxes.** Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, Everbridge's Pricing and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Everbridge's income. If Everbridge has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Everbridge with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. PROPRIETARY RIGHTS.

9.1 **Grant of License.** Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

9.2 **Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge Intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other

than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its Intellectual Property Rights in a manner no less protective as the terms hereof and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

9.3 **Reservation of Rights.** Other than as expressly set forth in this Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, provided, however, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

10. CONFIDENTIAL INFORMATION.

10.1 **Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Order Forms hereunder), the Customer Data, the Service, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. In furtherance of, and not in limitation of anything set forth in this Section 10 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of Everbridge.

11. WARRANTIES & DISCLAIMERS.

11.1 **Warranties.** Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

11.2 **Disclaimer.** Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any

warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

12. PROFESSIONAL SERVICES. Everbridge may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a Statement of Work ("SOW").

13. INDEMNIFICATION.

14. Everbridge shall defend, indemnify and hold Customer harmless from and against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Everbridge shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a non-infringing service; or modify such Service so that it becomes non-infringing. Everbridge shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant Everbridge documentation, or use of the Service with products or services not supplied by Everbridge. Everbridge's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by Everbridge; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer; or (iv) any modification of the Service or Software by any person other than Everbridge.

15. LIMITATION OF LIABILITY. In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to any liability of Everbridge as contemplated by this Agreement.

16. MISCELLANEOUS.

16.1 Non-Solicitation and Non-Interference. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

16.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

16.3 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

16.4 Governing Law; Attorney's Fees. This Agreement shall be governed exclusively by the internal laws of the State of South Carolina, without regard to its conflicts of laws rules. The state and federal courts located in South Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

16.5 Notices. All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or by facsimile, in addition to the any other means herein provided for. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below.

16.6 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.7 Entire Agreement. This Agreement, the Exhibits, agreements and documents referenced herein and therein, and the AUP, (the "Transaction Documents") constitute the entire agreement between the Parties and supersedes any and all other agreements and understandings between Everbridge and Customer, whether oral or written, with respect to the subject matter hereof. This Agreement and, except as otherwise herein provided for, the Transaction Documents, shall not be modified or amended in any manner except by a writing signed by authorized representatives of both Parties. Nothing contained in a Transaction Document shall, except as otherwise herein provided for, modify any of the express terms or conditions set forth in this Agreement, and if any provision in a Transaction Document conflicts with a provision of this Agreement, such conflict shall be resolved in favor of this Agreement, unless the provision of such Transaction Document expressly provides otherwise. ANY ALTERATIONS, MODIFICATIONS OR ADDITIONS MADE TO THIS AGREEMENT BY WAY OF ANY DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, PURCHASE ORDERS OR DELIVERY ACCEPTANCE DOCUMENT(S), ISSUED BY CUSTOMER WITH REFERENCE TO THE SUBJECT MATTER OF THIS AGREEMENT, WILL BE DEEMED COUNTER OFFERS, VOID, AND OF NO FORCE OR EFFECT. ANY ACCEPTANCE OF PAYMENT BY EVERBRIDGE OR RECEIPT OR ACKNOWLEDGMENT BY EVERBRIDGE OF RECEIPT OF ANY SUCH DOCUMENTATION SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OR CONDITIONS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

16.8 Marketing. Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

16.9 Survival. Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Agreement.

16.10 Counterparts. This Agreement and any Transaction Document may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

16.11 Export Compliant. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other

governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

EVERBRIDGE INC.

By: *[Signature]*

Print Name: MARIE-LAURE LEGISE

Title: V.P. OF FINANCE

Date: 6-6-2012

Address:

505 N. Brand Blvd., Suite 700
Glendale, CA 91203

CUSTOMER: CITY OF COLUMBIA, SOUTH CAROLINA

By: *[Signature]*

Print Name: Steven A. Gastt

Title: City Manager

Date: 5/28/12

Customer's address for legal notices:

City of Columbia Information Technology
1601 Main St. Ste. 1000
Columbia, SC 29201
Attn: Sylvia White

Customer's address for billing:

City of Columbia Information Technology
PO Box 147
Columbia, SC 29217
Attn: Sylvia White

Email address for billing: swhite@columbiasc.net

Telephone number: 803 737 4210

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.
[Signature]

**Amendment
to
Everbridge, Inc. Service Agreement**

This Amendment to Everbridge Service Agreement ("Amendment") by and between Everbridge, Inc., a Delaware corporation, ("Everbridge"), and City of Columbia, South Carolina ("Customer") is effective as of the date of the Customer's signature below. Everbridge and Customer entered into an Everbridge Service Agreement effective May 28, 2012 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Everbridge has developed a new software platform with additional functionality and applications, and Customer desires to use the new platform for its mass notification service;

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Term: Section 5 of the Agreement shall be deleted and replaced in its entirety as follows:

TERM. The term of this Agreement will commence on the Effective Date and will continue in full force and effect for the term set forth in the most recently executed Quote. Notwithstanding the foregoing, upon expiration of the term set forth in the most recently executed Quote this Agreement shall automatically renew for successive one (1) year periods unless Customer provides written notice not to renew at least 30 days prior to the expiration of that term.

2. Modification of Quote: Exhibit A of the Agreement is amended by Quote Number 11540 which is attached hereto and incorporated herein by this reference.
3. Substitution of Terms: The term "Member" is replaced with the term "Contact" wherever it appears in the Agreement.
4. Additional Terms: The Additional Terms attached hereto and incorporated by this reference are added as Exhibit B to the Agreement.
5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Amendment for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the System under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By [Signature]
Title V.P. Finance
Date 7/16/14

CUSTOMER: City of Columbia

By [Signature]
Title City Manager
Date 6/25/2014

EXHIBIT B

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Electronic Communications" means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the Service.

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Messaging Minutes" means the unit of usage expended in sending notifications.

"Non-Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications, and any Contact responses to such communications or to any Priority Notifications.

"Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

1. **Messaging Minutes.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Customers must purchase Messaging Minutes to send Non-Priority Notifications. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Customer has "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include Instabridge minutes, or international usage, which must be purchased separately.
2. **Usage.** Messaging Minutes shall be calculated as follows:
 - For text messages, one Message Minute for each 148 characters or portion thereof.
 - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
 - For Instabridge minutes, one Message Minute per minute or portion of a minute of the voice call or message.
 - Additional charges may apply for international notifications.
3. **Auditing.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter or other customers through the Everbridge Network) (collectively "Other Data"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
5. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build Incident templates, report on incidents, and launch Incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of Incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or Incident templates purchased, Customer shall be charged the applicable fee then in effect for additional Incident Operators, Incident Administrators or Incident templates, as applicable.

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 1st day of July, 2019 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Fast Forward (FF) (hereinafter called FF").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the professional service of FF and FF hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in this contract.

A. Populations

1. Veterans
2. Seniors
3. Youth
4. Adult Special Needs
5. Adults

B. Services

1. Classes and Online Classes
 - a. General Computer
 - b. Keyboarding
 - c. Job skills
2. Employment related services for residents of the City of Columbia who, as defined by the US Department of Housing and Urban Development and meet Low to Moderate income requirements "Low" (S50%) of the Area Median Income (AMI) "Moderate" (S80%) AMI and those presumed to be LMI-to include Abused Children, Elderly Persons, Battered Spouses, Homeless Persons, Severely Disabled Adults, Illiterate Adults, Persons Living with AIDS, and Migrant Farm Workers)
 - a. Computer based skills training
 - b. Development of resumes, electronic portfolios

to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

10. TERMINATION FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

11. INTEREST OF PROFESSIONAL

The Professional covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is averse to the interests of the City of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

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

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 nondiscrimination clause. The Contractor will incorporate requirements in all subcontracts for program work.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

Either party may terminate this arrangement with 30 days' written notice. If it is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually agreed upon adjusted price.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Professional.

7. AMENDMENTS

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 parties.

8. ASSIGNABILITY /SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services

c. Job preparation services

3. Youth

- a. Technology classes
- b. WIN Accounts to prepare for assessments (WorkKeys or WIN)
- c. WIN Strategic Compass
- d. Development of out of school time programs for youth

4. Adult Special Needs

- a. Provide programs for adults with special needs

5. Assist Community Development as needed with outreach to address concerns of the most vulnerable residents of the City of Columbia.

6. Upon request develop outreach materials for Community Development including but not limited to surveys.

- a. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes, development of programs for each group.

C. Agreement

It is understood that circumstances arising during the project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual understanding of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The term of this Statement of Work is July 1, 2019 – June 30, 2020; reviewed annually for changes by April 30. This Statement can be renewed. Dee Albritton, Executive Director of Fast Forward will be the contact for the City of Columbia.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed the (Initial) maximum sum of \$100,000.00 per year. Payments will be made quarterly, beginning July 1, 2019 and running through June 30, 2020.

A. Terms

The client will:

- 1. Participate as requested in activities. This includes calling meetings and providing information requested by FF.
- ii. Provide a fee of \$100,000.00 per year to FF. Additional fees may be accrued if negotiated by the parties. Subsequent year's payments will be negotiated annually based on any changes in the Statement of Work. Payments will be made quarterly, beginning July 1, 2019 and running through June 30, 2020.

14. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

15. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

Teresa Wilson

ITS: City Manager

WITNESSES AS TO
PROFESSIONAL (Type or Print
Name of Professional)

FAST FORWARD

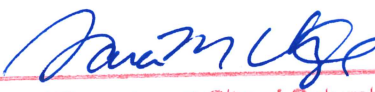
BY: _____

Dedria D. Albritton

ITS: Executive Director

Federal ID. No.: 54-2158648

APPROVED AS TO FORM



Legal Department City of Columbia, SC

ORDINANCE NUMBER NO.: 2019-045

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add Sec. 14-7 Firearms recovered from crimes or criminal activity

WHEREAS, laws that encourage firearm owners to notify law enforcement about the loss or theft of a firearm serve several public safety functions. These laws help deter gun trafficking and straw purchasing, and help law enforcement recover and return lost or stolen guns to their rightful owners. They also help law enforcement disarm individuals who become ineligible to possess firearms; and,

WHEREAS, according to United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) data, the majority of lost or stolen firearms are never reported to law enforcement, significantly hindering law enforcement efforts to trace the source of crime guns and to prevent weapons from falling into dangerous hands with many of the stolen guns being used to commit subsequent crimes. A United States Department of the Treasury study revealed that nearly a quarter of ATF gun trafficking investigations involved stolen firearms and that ten (10%) percent of the investigations involved guns stolen from residences; and,

WHEREAS, when a crime gun is traced by law enforcement to the last purchaser of record, the person who purchased the gun may often claim that the weapon was lost or stolen to hide his or her involvement in the crime or in intentionally trafficking the gun to a prohibited person. Reporting laws provide an important tool for law enforcement to detect this behavior because individuals who repeatedly report their guns lost or stolen also put law enforcement on notice that they may be trafficking firearms on the black market; and,

WHEREAS, when a person who legally owned a gun falls into a prohibited category, such as after a serious criminal conviction or domestic violence restraining order, it is crucial that law enforcement remove the firearm from his or her possession. However, when required to relinquish firearms, a prohibited offender or abuser may falsely claim that his or her gun was previously lost or stolen; and,

WHEREAS, the reporting requirement helps law enforcement track down missing guns and return them to lawful owners before they fall into dangerous hands; and,

WHEREAS, reporting laws make gun owners more accountable for their weapons, and help protect rightful gun owners from unwarranted criminal accusations when a gun that was lost or stolen from them is later recovered at a crime scene; and,

WHEREAS, the State of South Carolina has not taken any legislative action to compel the reporting of guns which are lost or stolen and this area of regulation is not preempted by any State Action; and,

WHEREAS, states without lost or stolen reporting laws are the source of more than 2.5 times as many crime guns recovered in other states as states with a lost or stolen reporting requirement. States without lost or stolen reporting laws also sell 30% more "short time-to-crime guns," meaning guns that are recovered from crime scenes within two years of their initial purchase; and,

WHEREAS, a nationwide poll found that 94% of registered voters supported laws to require the reporting of lost or stolen firearms; NOW, THEREFORE

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day, of _____, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina,

Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, is amended to add Sec. 14-7 Firearms recovered from crimes or criminal activity, to read as follows:

Sec. 14-7. Firearms recovered from crimes or criminal activity.

- (a) When any firearm is secured as evidence, contraband, or found property by the Columbia Police Department, the Department shall attempt, consistent with established policy, to:
 1. Identify the firearm through tracing, test firing or other means of electronic or forensic analysis;
 2. Investigate whether the weapon has been used in any other crimes or criminal activity;
 3. Identify the name and location of the lawful owner;
 4. Determine if the owner is still legally allowed to own or possess the type of firearm under existing federal or state law;
 5. Contact any innocent owner to obtain necessary information and inform the owner of the process for recovery of the firearm;
 6. Assist in the furtherance of a criminal investigation or law enforcement purpose.
- (b) All firearms will be secured in the CPD Property and Evidence Facility until the investigation is complete or the underlying matter in which the firearm was secured has been prosecuted to a conclusion or otherwise resolved pursuant to federal and state law.
- (c) To defray the costs of the investigation on the history and ownership of the firearm, any innocent owner seeking to recover a firearm which has been stolen from their residence, place of business or vehicle shall pay a fee of \$150.00 to the City of Columbia. If, after a period of ninety (90) days after the date the owner was notified the firearm was subject to be released to their possession and custody, the fee remains unpaid, the fee shall be waived but the firearm will be deemed abandoned property and disposed of in accordance with federal law, state law and department policy.
- (d) No fees shall be assessed against any firearm or to any owner who provides documentary proof the theft or loss of the firearm was reported to the state or local law enforcement authority with jurisdiction over the location of the firearm within fourteen (14) days of the discovery of the loss or theft.
- (e) No fee shall be assessed against any firearm or owner for weapons secured solely for temporary safekeeping.

This ordinance is effective as of final reading.

Requested by:

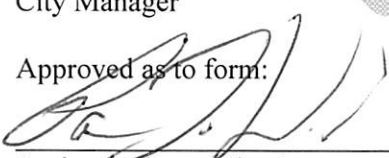
Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Public Hearing:

Introduced:

Final Reading:

ORDINANCE NO.: 2019-046

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (a) and (b)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8 as follows

Sec. 8-31. Nuisance - Definitions.

(a) *Definitions.* As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

Abate means repair, replace, remove, destroy or otherwise remedy the condition in question by such means, in such time, in such a manner and to such an extent as the enforcement officer or hearing committee shall determine to be in the best interest of the public, taking into account all facts and circumstances.

Business days means Monday at 9:00 am through Friday at 5:00 pm.

Citation means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Conviction means a person has been found by a court of competent jurisdiction to have violated a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Delinquent arrearage means any funds or monies owed to the City of Columbia which were due to be paid on a date prior but have not been paid when due, provided, this shall not include arrearages which are the subject of a repayment plan or abatement agreement entered into with the City of Columbia.

Enforcement officer means a law enforcement officer, code enforcement official or city employee or official as may be designated in writing by the city manager or chief of police to enforce the provisions of this division.

Ghost gun means a homemade firearm which was created or assembled without a serial number.

Graffiti means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization.

Hearing board means the Property Maintenance Board of Appeals.

Industrial wastes means all liquid and water-borne solid, liquid or gaseous wastes resulting from industrial manufacturing, food processing operation, processing any natural resource or mixture of such wastes with water or domestic sewage.

Notice means a written document informing the citizen of the nature of the violation.

Person means any landlord, property owner, manager, lessee, tenant, or individual, group, association, corporation, partnership, trust, estate or receiver having the capacity to sue or be sued.

Premises mean any building, lot parcel, real estate, or land or portion of land whether improved or unimproved, occupied or unoccupied, including adjacent parking.

Public nuisance means as determined by an enforcement officer based upon the facts and circumstances found after reasonable inquiry, investigation or upon citizen report, those conditions or events which constitute an unreasonable

interference with rights of the public in general, and where, in a public place, or where the public congregates, or where the public is likely to come within the range of influence through the senses, a person unlawfully does an act or omits to perform a duty, which act or omission does any one or more of the following:

(1) Annoys, injures, subverts or endangers the public's order, economy, resources, safety, health, welfare, comfort, repose or offends public decency;

(2) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any waters or public places or way;

Structure means anything constructed, built or planted upon, any edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner, which structure requires location on the ground or is attached to something having a location on the ground.

(b) *Nuisances affecting public health.* The following are hereby declared to be nuisances affecting public health:

(1) All decayed or unwholesome food products or food waste not properly contained either inside or outside for more than 24 hours before pickup;

(2) Any violations of the smoking provisions of Division 5 of Chapter 8 of Article IV of the Code of Ordinances of the City of Columbia, provided, however, the remedies under that section are exclusive and remedies contained herein for nuisances are not available;

(3) All pools of stagnant water or vessels holding stagnant water in which mosquitoes can breed, excluding required retention ponds;

(4) Swimming pools which violate any of the requirements of Section 5-1 of the City of Columbia Code of Ordinances;

(5) Any violations of Chapter 4 of the City of Columbia Ordinances as it relates to animal or animal waste;

(6) Any violation of the International Property Maintenance Code, as adopted by the City of Columbia, which related to sewage or leaks of sewage;

(7) Deliberate placement or discharge of into any part of a storm water drainage system of: untreated sewage, sewage solids, process wastewater, refuse, explosive or combustible liquid, solid or gas, oils, greases, industrial water or other polluted water except where a federal, state or local permit for connections, discharge or disposal has been obtained prior to the event; or waters or wastes containing toxic or poisonous wastes to constitute a hazard to humans, plants or animals or to cause corrosion, discoloration or deposition on real or personal property; or any solid or viscous substances in such quantities or of such size capable of causing obstruction to the flow in the storm water drainage system or other interference with the proper operation of the drainage system of the city.

(8) All structures in violation of the International Property Maintenance Code or Chapter 5 of City of Columbia Ordinances, as adopted and all structures, for a period of 90 days, which remain unoccupied and boarded up, and whose exterior finish is destroyed, decayed, dilapidated or deteriorated in violation of the International Property Maintenance Code, as adopted.

(9) Any act, structure, device, or location which is used for the manufacture, assembly, storage, warehousing, transfer, distribution or sale of one or more ghost guns.

The rest and remainder of this section shall remain unchanged.

Requested by:

Mayor Benjamin

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

ORDINANCE NO.: 2019-058

*Authorizing the City Manager to execute Lease Agreement between the
City of Columbia and 1233 Washington Street, LLC*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019,
that the City Manager is authorized to execute the attached Lease Agreement, or on a form
approved by the City Attorney, between the City of Columbia and 1233 Washington Street, LLC
for the lease of a portion of those parcels known as Richland County TMS #09014-08-09 and
#09013-02-18 in Columbia, County of Richland, State of South Carolina, consisting of a portion
of the alleyway for the sum of Nine Hundred Thirty-six and No/100 (\$936.00) Dollars per year.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) LEASE AGREEMENT
) (Ordinance No.: 2019-058)

This Lease Agreement (“Lease” or “Agreement”) which shall be effective on the date last signed by either party (“Effective Date,”) by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina (“Lessor”) and 1233 Washington Street LLC (“Lessee”).

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the premises described below upon the terms, covenants and conditions hereinafter contained.

1. **Leased Premises.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the premises shaded in red in Exhibit 1 attached hereto (“Premises”), a portion of those parcels known as Richland County TMS #09014-08-09 and #09013-02-18 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the alleyway shown on the City Right-of-Way Encroachment Plan prepared by HB Engineering and dated September 26, 2018, on file with the City of Columbia Planning and Development Services Department.

2. **Term.** The Term ("Term") of this Lease shall be from the Effective Date through December 31, 2038, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

3. **Rent.** The rent payable under this Lease shall be Nine Hundred Thirty-six and No/100 (\$936.00) Dollars per year, which is the equivalent of one leased parking space at that location.

4. **Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct, affix or cause to be affixed a power generator that serves the property at TMS #R09013-02-18 but shall be located adjacent to that parcel on the City's parcel TMS #09014-08-09 ("Improvements"). The generator shall be fully enclosed and secured to prohibit unauthorized entry. Lessee shall also be responsible for maintenance of the grounds of the Premises upon which the generator is located. Lessee shall keep the premises in a neat, clean and sanitary condition, free from waste and debris. Lessee agrees to comply with Lessor's Code of Laws as may, from time to time, be amended for any such improvements or maintenance.

5. **Assignment and subletting.** The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Premises to any third party, without the prior written consent of the Lessor.

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property without contribution from the Lessor. Lessee shall provide

insurance on the property which shall include 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 additional insured, be provided to and filed annually with the City Clerk.

7. **Termination.** This Lease will remain in full force and effect provided Lessee remains in compliance with the terms of this Lease. Should Lessee fail to comply with the terms of the Lease, this Lease shall be terminated and will be rendered null and void if the nonconformity is not cured within sixty (60) days from notice as provided herein. Improvements made to the Premises during any Term of this Lease shall be removed by Lessee within 30 days of termination or shall become the property of the Lessor in the City's sole discretion and Lessee shall return the site to a usable condition to the satisfaction of the City Manager upon conclusion of this Lease.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said premises for and during the lease term subject to any State or Federal regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims.

9. **Notices.** Any notice, demand and/or request which under the terms of this lease or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29202

Lessee:
1233 Washington St
328 West Main Street
Lexington, SC 29072

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** Lessee shall at his expense provide for the protection or relocation of all utilities that might be within this area to the satisfaction of the City Manager.

11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

14. **Generator Usage.** Lessee shall test the generator according to NFPA 101 (latest edition) and NFPA 110 (latest edition) standards at an interval in accordance with the manufacturers recommendations. The generator testing shall only occur between the hours of 9:00a.m. and 5:00p.m eastern time. A report of generator maintenance activities and repairs shall be filed with the Building Official for the City of Columbia on an annual basis beginning twelve months after the execution of this Lease.

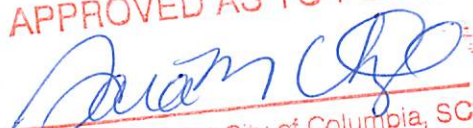
WITNESSES:

1233 WASHINGTON STREET LLC

By: _____
Print Name: _____
Its: _____
Date: _____

CITY OF COLUMBIA

By: _____
Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ORDINANCE NO.: 2019-060

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-19 Alternative payment of fines

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-19 Alternative payment of fines to read as follows:

Sec. 12-19 Alternative payment of fines—Temporary program.

(a) Notwithstanding any other provision of this Chapter, the Parking Services Division, from time to time and upon authorization by the City Council pursuant to Subsection (b), may operate a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of food items, children's toys, or school supplies in lieu of the payment of money. In order to satisfy the amount of the fine for any particular infraction, receipts for the food, toys or supplies donated must be provided to reflect an amount of equal or greater value than the amount of the corresponding fine. Late fees are not to be included in the temporary program.

(b) A temporary program described in subsection (a) may be authorized no more than twice per calendar year and must be approved in advance, as to both time period and duration, by City Council. The Parking Services Division may establish such procedures and requirements regarding the program as may be desirable or appropriate, including without limitation what types of food items, toys or school supplies will qualify; a range of dates within which parking infractions must have been issued in order to be eligible; and a time period within which donations in lieu of payment must be made. The determination of whether or not a particular parking infraction qualifies under the program, and the determination of the value of donations are completely within the discretion of the Parking Services Division.

(c) For purposes of subsection (a), "qualifying parking infraction" means any non-moving violation other than the following:

1. Handicap Parking
2. Residential Parking Permit
3. Parking Improperly
4. Parking in "No Parking" Area
5. Parking in Bus/Taxi Zone
6. Double Parking Blocking the Sidewalk
7. Loading Zone
8. Reserved Parking Only

This ordinance is effective as of final reading.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-061

*Authorizing the City Manager to execute an Air Rights Development Contract
between the City of Columbia and Breakwater, LLC*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019,
that the City Manager is hereby authorized to execute the attached Air Rights Development
Contract between Breakwater, LLC and the City of Columbia, or on a form approved by the City
Attorney, for use of the air space over the Lady Street Parking Deck for development of a fully-
taxable, hotel.

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

**AIR RIGHTS DEVELOPMENT AGREEMENT
for the Lady Street Parking Deck
(ORDINANCE NO.: 2019-061)**

This Air Rights Development Agreement ("Agreement") is made and entered into between Breakwater, LLC and its permitted assigns ("Developer"), and the City of Columbia, South Carolina ("City"), as of the date of the last signature hereinbelow ("Effective Date"); and,

WHEREAS, the City issued a Request for Proposals regarding the potential to develop the air space over Lady Street Parking Deck (the "Parking Deck"); and,

WHEREAS, pursuant to its Procurement Code, the City subsequently issued a Request for Proposals to develop such air space, which included the potential grant of air rights as an inducement to build a fully taxable development; and,

WHEREAS, the City recognizes that the development of such air space is an opportunity to bring property that is currently not subject to *ad valorem* real property tax back on the tax rolls for the benefit of any applicable taxing entities (including the City, Richland County, and School District No. 1 of Richland County, South Carolina); and,

WHEREAS, the City desires that its Central Business District, Downtown, and Vista neighborhoods can and should be developed in accordance with the recommendations of the entire Midlands Community that were brought about and summarized by the Urban Land Institute's Midlands Reality Check; and,

WHEREAS, the City has selected Developer as the successful respondent to the Request for Proposal because of Developer's commitment to develop a hotel project in the air space above the Parking Deck as further described in this Agreement (the "Hotel") and the Developer's vision that the entire Project serve as an economic development impetus for the City; and,

WHEREAS, the Parties may also determine to develop at least one but not more than three additional levels of parking above the existing Parking Deck ("Additional Parking", together with the Hotel, shall be known as the "Project"), which shall be determined by mutual agreement during the due diligence processes set forth below; and,

WHEREAS, this Agreement is being entered into between the City and the Developer for the purposes of providing assurances (a) to the Developer so that the Developer (1) may, at the Developer's election, expend funds to initiate physical inspections, a review of operational interconnections between the Parking Deck and the Project, structural engineering and soils engineering studies, and architectural work on the Parking Deck; and (2) may, at the Developer's election, begin detailed engineering and architectural work to have the Project built upon it, in order to determine the structural, architectural, and financial feasibility of constructing the Hotel on the Parking Deck; and (b) to protect the City through indemnification and insurance and the City's ability to investigate the feasibility, capacity, and bond covenant compliance in connection with the transfer of air rights in connection with the Parking Deck and any proposed parking needs of the Developer, as further described in herein; and,

WHEREAS, the Parties desire to memorialize their respective contributions and commitments in this Agreement in order to ensure the Project moves forward expeditiously and in good faith;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, including but not limited to, the potential economic benefits to the City and the Developer by entering into this Agreement, and to encourage a well-planned and well-executed Project by the Developer, the City and Developer agree as follows:

I. EXCLUSIVE DEVELOPMENT RIGHTS; TERM

Upon the mutual signing of this Agreement, Developer shall have the exclusive right to develop the air space above the Parking Deck and such exclusivity shall continue for two (2) years following the Effective Date (defined below). Such exclusivity shall continue in effect so long as the Developer satisfies the following development milestones:

Last revised: 7/2/2019
19001889

1

1. Within ninety (90) days after the Effective Date, the Developer shall have commenced the Initial Due Diligence, as defined in Article II below. Upon completion of the Initial Due Diligence, Developer will notify the City of its desire to proceed with the Project. The City shall have access to Developer's Initial Due Diligence materials and findings.
2. Upon completion of its financial due diligence, Developer will notify the City of its desire to proceed with the Project.
3. Within fifteen (15) months after the first Effective Date, the Developer shall have submitted necessary applications for permitting and any other related approvals required for the Project.
4. Within twenty-four (24) months after the first Effective Date, the Developer shall have commenced the construction of the Project.

The time periods under I.3. and I.4, above, shall be automatically extended during the City's negotiations with the Central Midlands Regional Transit Authority ("COMET") and the Federal Transit Administration ("FTA") regarding the City's proposed removal of the gated transit stop on Assembly Street adjacent to the Parking Deck ("Transit Stop"). Such automatic extension of the time periods set forth above shall cease upon the City's written agreement with the COMET and the FTA to remove the Transit Stop such that it will be made available to the Developer for redevelopment as part of the Project. Developer recognizes that a bus stop for the COMET may continue to be located somewhere in the block of Assembly street between Gervais and Lady Streets, but no such stop will impair ingress or egress to the Project.

II. INITIAL DUE DILIGENCE; ACCESS

Developer shall have immediate access to the Parking Deck to, at its election, conduct physical inspections, structural and soil engineering studies, and other engineering work, in order to determine the initial feasibility and best methods of constructing the Project ("Initial Due Diligence"). Developer need not initiate any Initial Due Diligence prior to the Effective Date, but may do so prior to Effective Date at its election.

All such Initial Due Diligence shall be completed at the Developer's sole cost and at no cost to the City. If the Initial Due Diligence requires potentially intrusive testing such as core drilling, Swiss hammer testing or other concrete hardness testing, such testing shall not occur without prior notification of the City by the Developer and such tests shall be conducted in a manner to minimize any interference with the City's operation of the Parking Deck. In the event that a level or an entire garage needs to be closed to conduct the Initial Due Diligence, such Diligence shall occur on a weekend, overnight, or at another time approved by and coordinated with City Parking Staff, in order to minimize the disruption to parking operations. In the event that access to an individual space needs to be restricted, a minimum of seventy-two (72) hour notice shall be required in order to allow the City to notify the pertinent parties of the restriction and such restriction shall be minimized to the extent possible.

III. CONDITIONS PRECEDENT FOR TRANSFER OF AIR RIGHTS

After the completion of Initial Due Diligence, Developer shall notify the City if there are plans to proceed forward with the project. the City and Developer shall progress as follows:

1. Developer will immediately proceed to comprehensively assess the structural, architectural, and economic feasibility of constructing the Project, at Developer's sole cost.
2. Upon the successful determination of feasibility for the Project based on the expert opinion of independent professionals and Developer's internal financial studies, Developer will begin the detailed design/development stage of the Project and progress to detailed planning and regulatory review by the City.
3. Developer will proceed through standard City permitting and Design/Development Review Commission reviews and approvals for the Project, and any required structural improvements, alterations, or upgrades to the Parking Deck (to be paid for by Developer), as applicable, as well as City Building Department study and review based on the construction methodology chosen by Developer.

4. Upon completion of appropriate governmental requirements, such as Planning and Development Department and Utilities and Engineering Department review and approval, and Developer's payment of all building permit and tap fees, and Developer's receipt of a construction permit, and upon payment of all other applicable fees and licenses, the City will segment the air rights via the recording of a Deed or Declaration, and will convey the air rights to Developer, all as set forth more fully below.

Notwithstanding anything herein to the contrary, the entering into this Agreement, the Declaration or Deed, or other instruments by the City pursuant hereto shall not be deemed a waiver of or consent to any permitting, zoning, or other matter over which the City has jurisdiction in a governmental capacity.

IV. DECLARATION; DEED

City and Developer shall work together to draft a template air rights easement agreement ("Declaration") or air rights deed ("Deed") sufficient to provide a title insurable and financeable legal structure for development. City and Developer understand and agree that adjustments to the Declaration or Deed will be made to accommodate site-specific matters.

City and Developer shall cooperate to define in detail the easements necessary to provide access and support to, and to construct and operate elevators, utility connections, pedestrian and vehicular ingress and egress, and structural support additions to the Parking Deck. Except for any temporary construction easements, which may be documented in a separate instrument, such easements shall be created in the Declaration or Deed.

V. PARKING LICENSE AGREEMENT

City and Developer shall work together to draft a parking license agreement ("License Agreement") associated with the project. The License Agreement will, among other things, address parking needs of the Developer's Hotel Project, as well as accommodate additional public parking within the Parking Deck.

The number of parking spaces required to support the project will be determined pursuant to City code or an exemption granted thereto.

Notwithstanding anything herein to the contrary, the City has determined that the Parking Deck does not have the capacity (e.g., number of spaces available) or financial feasibility to serve any or all of the needs of the Hotel contemplated hereby. As of the Effective Date, the City has made no commitment to the Developer to provide existing parking within the Parking Deck or at any location within its parking system and, until the City has executed a License Agreement for the Project it shall have no liability to Developer and any funds and/or time spent by Developer shall be at Developer's risk. "Effective Date" shall mean the date the parties execute the License Agreement for Parking Deck to have additional parking and the Hotel Development constructed upon it.

VI. FINANCING; NO LIENS

Developer will secure financing for the construction of the Project from a reputable lending institution. In no event shall a lien be permitted to be placed against the Parking Deck or other property owned by the City. Developer and City recognize and agree that financing and ownership structure of the Additional Parking are to-be-determined and may result in liens being placed on the Additional Parking.

VII. INDEMNIFICATION AND INSURANCE

Developer shall indemnify, defend and hold harmless City and its officials and employees, from and against all claims, causes of action, damages, cost and expense relating to the Project by reason of or in connection with: (I) any injury to or death of any person, or damage to or loss of property, or any other matter occurring, resulting from or connected with the construction, use, condition or occupancy of the Project, (ii) any breach by Developer under this Agreement, or (iii) the use and occupancy of the Parking Deck by Developer. Prior to the commencement of the Initial Due Diligence and thereafter throughout the term of this Agreement, the Developer shall, at its own expense, maintain or cause its contractors to maintain in force a policy or policies of commercial general liability insurance written by one or more responsible insurance carriers licensed to do business in the State of South Carolina, with single limit liability coverage of not less than Two Million and No/100 (\$2,000,000.00) Dollars per occurrence (plus umbrella coverage for an additional Five Million and No/100 (\$5,000,000.00) Dollars. Such policy or policies shall include, among other things, coverage for contractual liability and shall name the City as an additional insured. The Developer

agrees to deliver to the City a certificate of insurance evidencing the existence of such liability insurance prior to any entry onto the Parking Deck for purposes of conducting Initial Due Diligence.

VIII. TAXES AND LIENS

Developer shall be responsible for all City, County, State, or other tax liabilities generated from the Project.

If any mechanics' or materialmen's lien or similar charge is filed against the City or any Parking Deck as a result of any work performed by or on behalf of the Developer under the terms of this Agreement, then the Developer shall at its own cost and expense cause such lien or charge to be discharged of record, by bonding or otherwise, within thirty (30) days after notice from the City to do so; provided, however, that the Developer shall have the right to contest such the underlying claim at its sole expense so long as the lien is discharged of record as provided above. The Developer shall indemnify and hold the City harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees and court costs, resulting from the filing of a lien against the City, or the Parking Deck, relating to any work performed by the Developer under the terms of this Agreement.

IX. INSPECTION

For each and every improvement to the Parking Deck undertaken by the Developer pursuant to this Agreement, the City shall receive architectural and engineering inspection reports and/or materials testing reports (as applicable) from the approved Project architect and engineers as such work is being installed in the Parking Deck. The City confirms its approval of Chao and Associates as the structural engineer and Betsch Associates as the architect for the purpose of this Paragraph. Any additional engineers or architects shall be subject to the prior approval of the City, not to be unreasonably withheld or delayed. The cost of these inspections and reports shall be borne solely by the Developer. In the event that any work undertaken by the Developer within the Parking Deck does not pass the inspections of the project architects and engineers, such work shall be removed and corrected at the sole cost of the Developer.

The City may elect to retain independent third party consultants to assist with the review and inspection of any work performed by the Project team. The decisions of the City or its designated consultant are the final decisions with regards to work performance and/or requirements.

X. COMMUNICATIONS AND NOTICE

Developer shall provide the City with a written update on the Project, via email to the Assistant City Manager, no less than every 60 days during the course of the Project. Any other notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, overnight mail, facsimile transmission or mail (with postage prepaid), to the following addresses:

As to the City:
Attention: City Manager
City of Columbia
1737 Main Street
Post Office Box 147(29217)
Columbia, SC 29201

As to the Developer:
Breakwater, LLC
c/o Charles Barkeley
1201 Hampton Street
Suite 3B
Columbia, SC 29201

With a copy to:
Parking Services Director
City of Columbia
820 Washington Street
Columbia, SC 29201
Fax:

With a copy to:

or to such other addresses or facsimile numbers as may be specified by like notice. Any notice involving non-performance, termination or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, via certified mail, return receipt requested. All other notices may also be sent by facsimile, confirmed by first class mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or similar electronic transmission method with confirmation of successful transmission; one

working day after it is sent, if sent by recognized overnight courier; and three (3) days after it is postmarked, if mailed first class mail or certified mail, return receipt requested, with postage prepaid.

XI. OTHER PROVISIONS

a. Exhibits. Exhibits referenced in this Agreement are incorporated by reference. If a conflict or inconsistency arises between the terms of this Agreement and the terms of an exhibit, the terms of this Agreement shall control.

b. Assignment. Developer has the right to assign its rights under this Agreement, in whole or in part, without the consent of the City, to affiliated entities or collaterally assign this Agreement to a construction lender providing financing for the Project. The City shall be notified of the intent to assign 15 days ahead of any such assignment being made. This Agreement shall not otherwise be assigned without the consent of the City.

c. Entire Agreement. This Agreement contains, merges, and integrates the entire agreement and understanding between the parties to this Agreement, and there are no oral or written agreements, promises, or understandings between the parties other than those stated in this Agreement. All prior contracts, negotiations, agreements, promises, statements, and understandings between the parties are considered superseded, withdrawn, and cancelled unless expressly stated in this Agreement.

d. Governing law and interpretation. This Agreement shall be deemed to have been negotiated, prepared, signed, and delivered exclusively in the State of South Carolina, and this Agreement shall be governed by, interpreted, performed, and enforced in accordance with the laws of the State of South Carolina. No provision of this Agreement shall be interpreted against any party by virtue of the fact that the provision was drafted by or on behalf of that party. If any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement; and if a provision shall be deemed invalid only because of excessive scope or breadth, the provision shall be deemed valid to the extent of the scope and breath permitted by law.

e. Severability. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement; and if a provision shall be deemed invalid only because of excessive scope or breadth, the provision shall be deemed valid to the extent of the scope and breath permitted by law.

f. Adequate consideration. The parties agree that they have received valuable and satisfactory benefit and consideration in exchange for entering into this Agreement.

g. Understanding of Agreement. The parties have read and agreed to all of the terms of this Agreement, and this Agreement shall be a complete bar to any subsequent claim, action, or proceeding to alter or set aside this instrument because of mistake of fact or otherwise.

h. Non-Waiver. The failure of a party to insist upon strict performance of any term, obligation, condition, or covenant contained in this Agreement shall not be deemed to be a waiver of any rights or remedies that party may have, and shall not be deemed a waiver of any subsequent breach or event of default in the terms, obligations, and conditions contained herein, unless expressly waived in writing and signed by a party.

i. Authority to sign agreement. Persons signing this Agreement on behalf of a party that is a corporation, partnership or other entity, represent and warrant that they have the necessary and appropriate authority and capacity to enter into this Agreement on behalf of the party and make this Agreement fully binding upon and enforceable against that party. Persons signing this Agreement further represent and warrant that this Agreement is not prohibited or restricted by any contract or other legally recognized arrangement applicable to them or to the party they represent.

j. Further assurances. At any time during the course of this Agreement, upon written request by either party, the other party will promptly perform any acts, sign and deliver any documents, and provide any information that may be reasonably required to give full force and effect to the terms of this Agreement, including without limitation demonstrating their ability to perform and comply with their obligations under this Agreement.

k. No oral modification. This Agreement cannot be orally modified, and any modification of this Agreement shall not be enforceable unless it is reduced to a writing signed by all parties. The parties acknowledge that no representative of either party has authority to orally modify any term or condition contained in this Agreement, and the parties agree they will never attempt to enforce an oral modification of this Agreement.

l. Succession and survival. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of the parties. The provisions of this Agreement shall survive completion of the Project.

m. Execution in counterparts. This Agreement can be executed in counterparts by all parties signing this Agreement and, when taken together, the signed counterparts shall constitute one complete and fully executed and binding document. Any party may rely on a copy of the signed original received from another party by facsimile or email and may consider the copy as a legal, binding, and enforceable document.

n. No partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

WITNESSES:

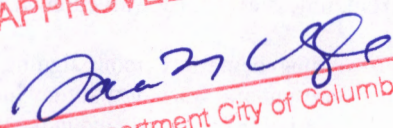
BREAKWATER, LLC

BY: _____

Name: _____

ITS: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC



CITY COUNCIL

July 16, 2019 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3902 Eureka Street; TMS# 13708-08-01

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned Single Family Residential-High Density by Richland County.

Applicant: Kristian Landon Kuhn and Kimberly Michelle Kuhn

Staff Recommendation: Approval

PC Recommendation: 05/06/2019; (Approval, 7-0)

ZPH, 1st Reading: 07/16/2019; Pending

2nd Reading: 08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.21 acres
Current Use: Single Family Residence
Proposed Use: Single Family Residence
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential (High Density)
Proposed Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Richland County Zoning: Single Family Residential-High Density
Proposed Zoning: Single Family Residential District (RS-3)
Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed **annexation will result in an increased number of calls for service**. The estimated cost to serve this single family residence is **approximately \$300 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Because water 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

The annexed property will pay water rates approximately **40% lower** water and sewer service rates than out-of-city customers.

Planning & Development Services

We recommend annexation of this single family residence, located within a Donut Hole as designated in the Urban Service Area plan. **The estimated real estate tax revenue generated will be approximately \$470 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2018 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0981)). 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 .002142 for the 2018 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). As the property was not within the City limits at the time of planning, no recommendations were made specific to the subject property regarding future land use or zoning. The property was included in a map of the potential neighborhood design overlay (Map 4.7/5.7). The *Rosewood Corridor & Neighborhood Plan* did recommend the annexation of “donut holes” (pg. 29), which this property is considered a part of, to help provide consistency for the entire neighborhood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-3) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the North and East.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council approve a resolution recommending to City Council the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1) at the time of annexation.

Staff recommends that City Council assign zoning of Single Family Residential District (RS-3) at the time of annexation.



Future Land Use Map

3902 Eureka St., TMS# 13708-08-01;

11.a

Current FLU: Mixed Residential (High Density), Proposed FLU: UCR-1

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



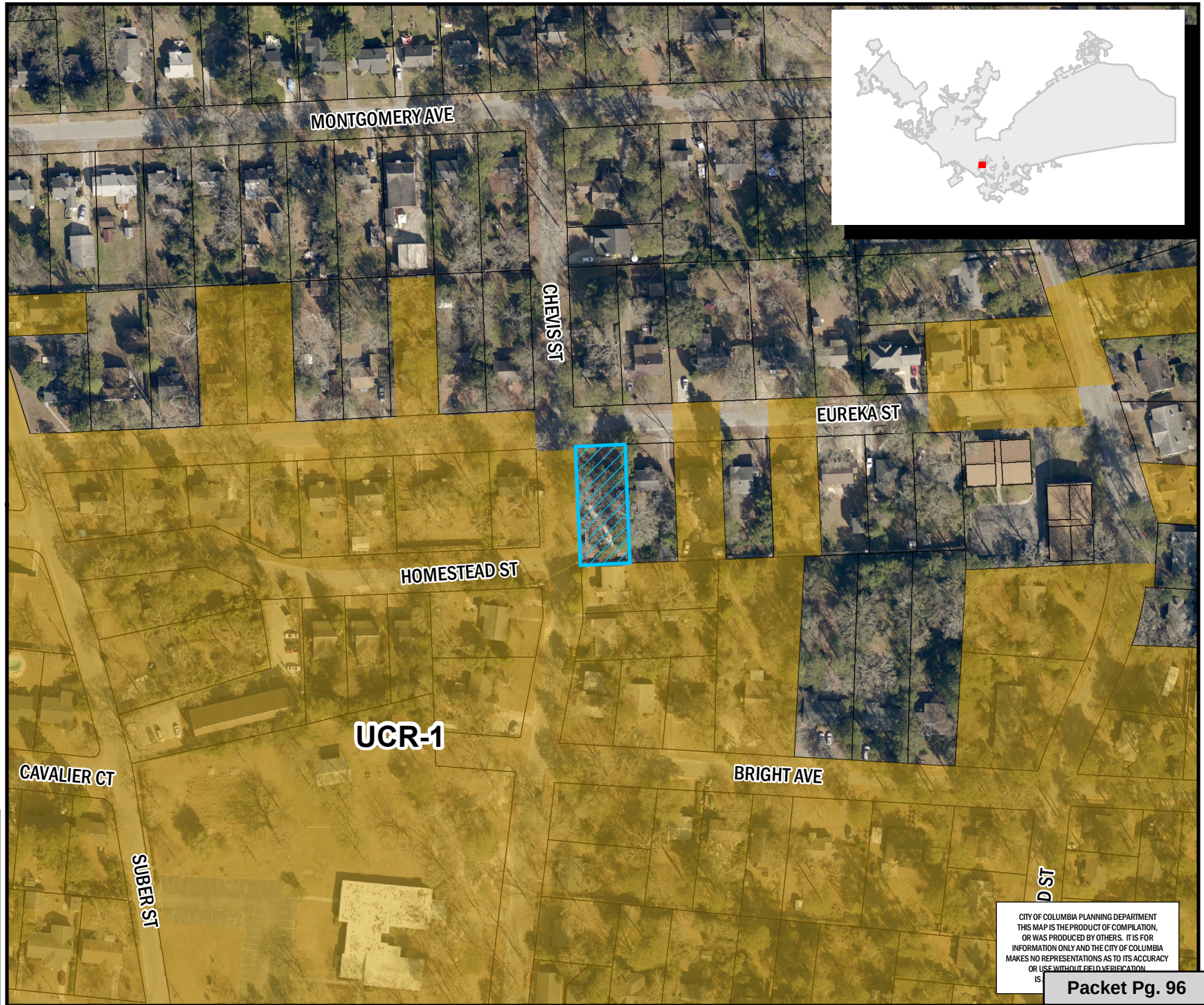
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 3, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 96

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

392 Eureka St., TMS# 13708-08-01;
Current Zoning: RS-HD, Proposed Zoning: RS-3

11.a

Legend

PARCELS

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



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

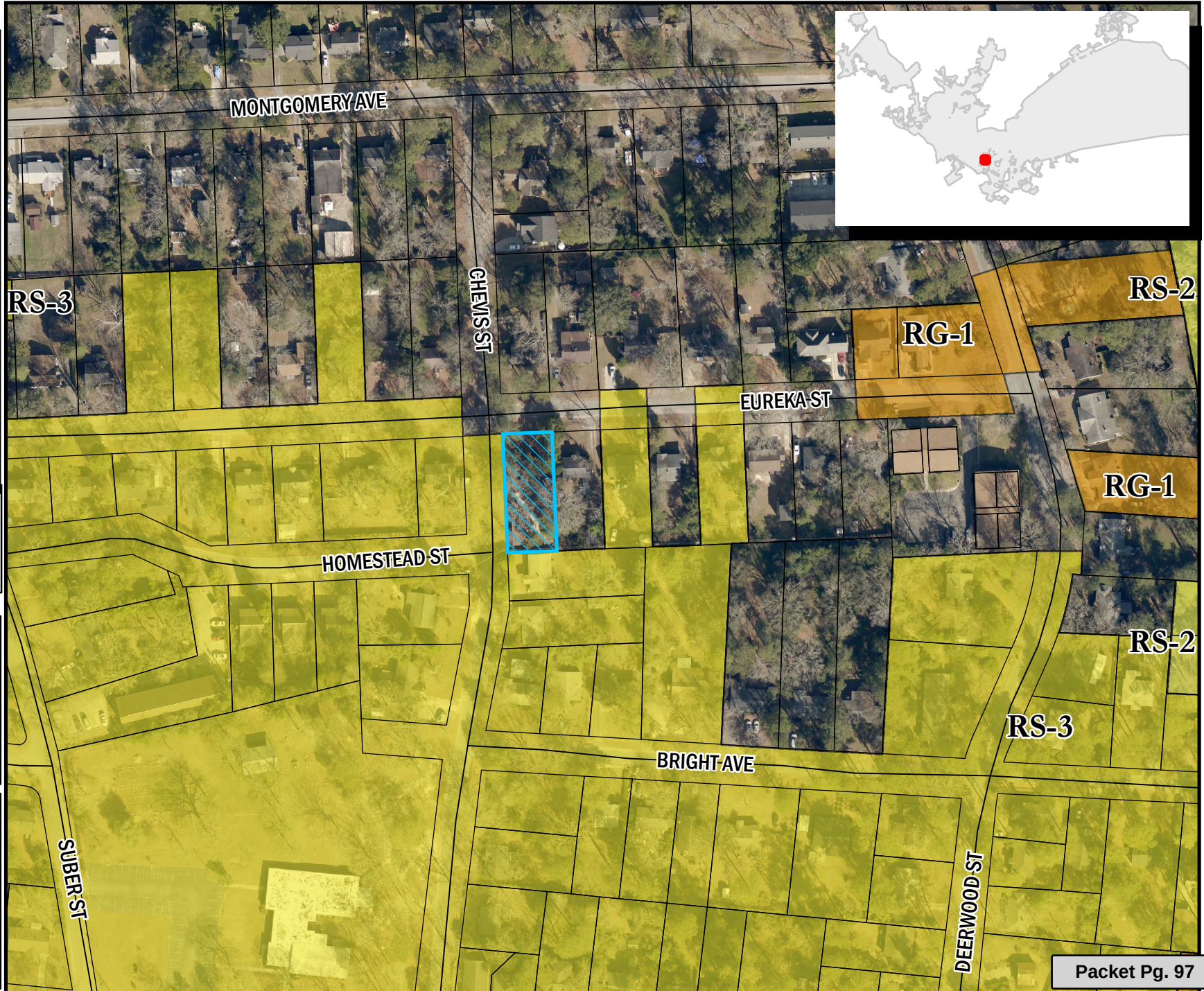
Shane Shaughnessy
April 3, 2019

DISCLAIMER:

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



We Are Columbia



Packet Pg. 97

ORDINANCE NO.: 2019-051

Annexing and Incorporating 3902 Eureka Street, Richland County TMS #13708-08-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Single-Family Residential District (RS-3), apportioned to City Council District 3, Census Tract 26.03, contains 0.21 acres, and shall be assigned a land use classification of Urban Core Residential Small Lot (UCR-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-08-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

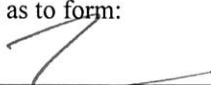
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-051

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, the same being shown and delineated as Lot Number One (1), Block E on a plat for William C. Gray by Columbia Engineering Company, recorded at Plat Book 1, Page 135 and bounded as follows; North by Eureka Street for 60.0'; East by Lot A of Block E for 149.0'; South by property n/f of Sistrunk for 60.0'; West on Chevis for 149.0'. Said property having such shapes, courses, distances, metes and bounds as shown upon said plat, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 3, 2019

RE: **Property Address:** 3902 Eureka Street
Richland County TMS#: 13708-08-01
Owner(s): Kristian Landon Kuhn and Kimberly Michelle Kuhn
Current Use: Single Family Residence
Proposed Use: Single Family Residence
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Single Family Residential – High Density (RS-HD)
Proposed City Zoning: Single Family Residential (RS-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 6, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

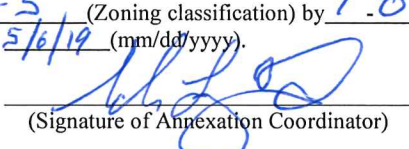
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
---	---

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 7-0 on 5/6/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-3 (Zoning classification) by 7-0 on 5/6/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

3902 Eureka St., TMS# 13708-08-01;

11.b

Current FLU: Mixed Residential (High Density), Proposed FLU: UCR-1

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- SD-6 - Fort Jackson



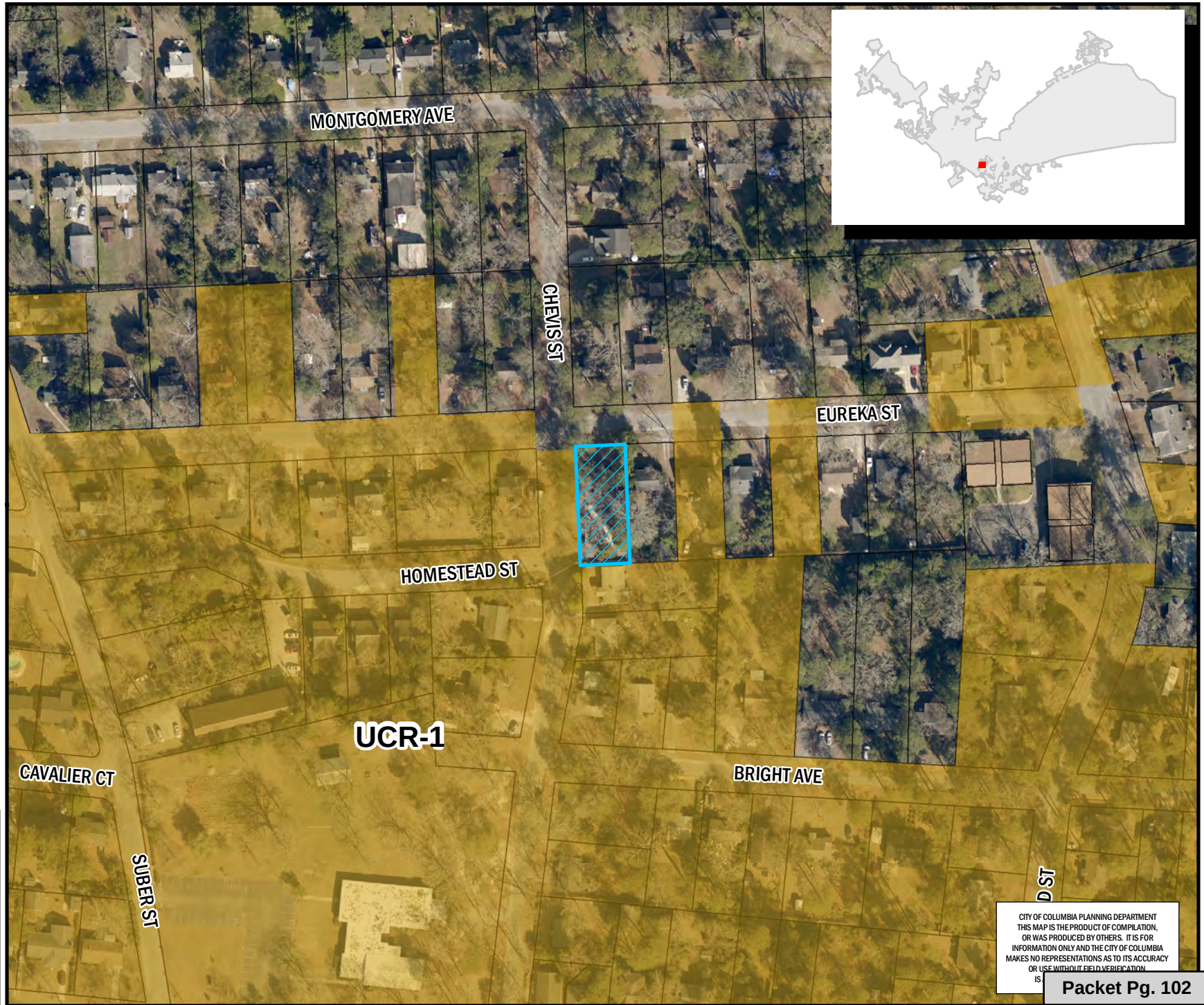
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 3, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 102

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

392 Eureka St., TMS# 13708-08-01;
Current Zoning: RS-HD, Proposed Zoning: RS-3

11.b

Legend

PARCELS

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



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

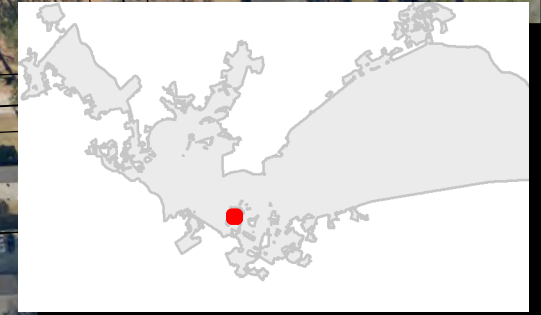
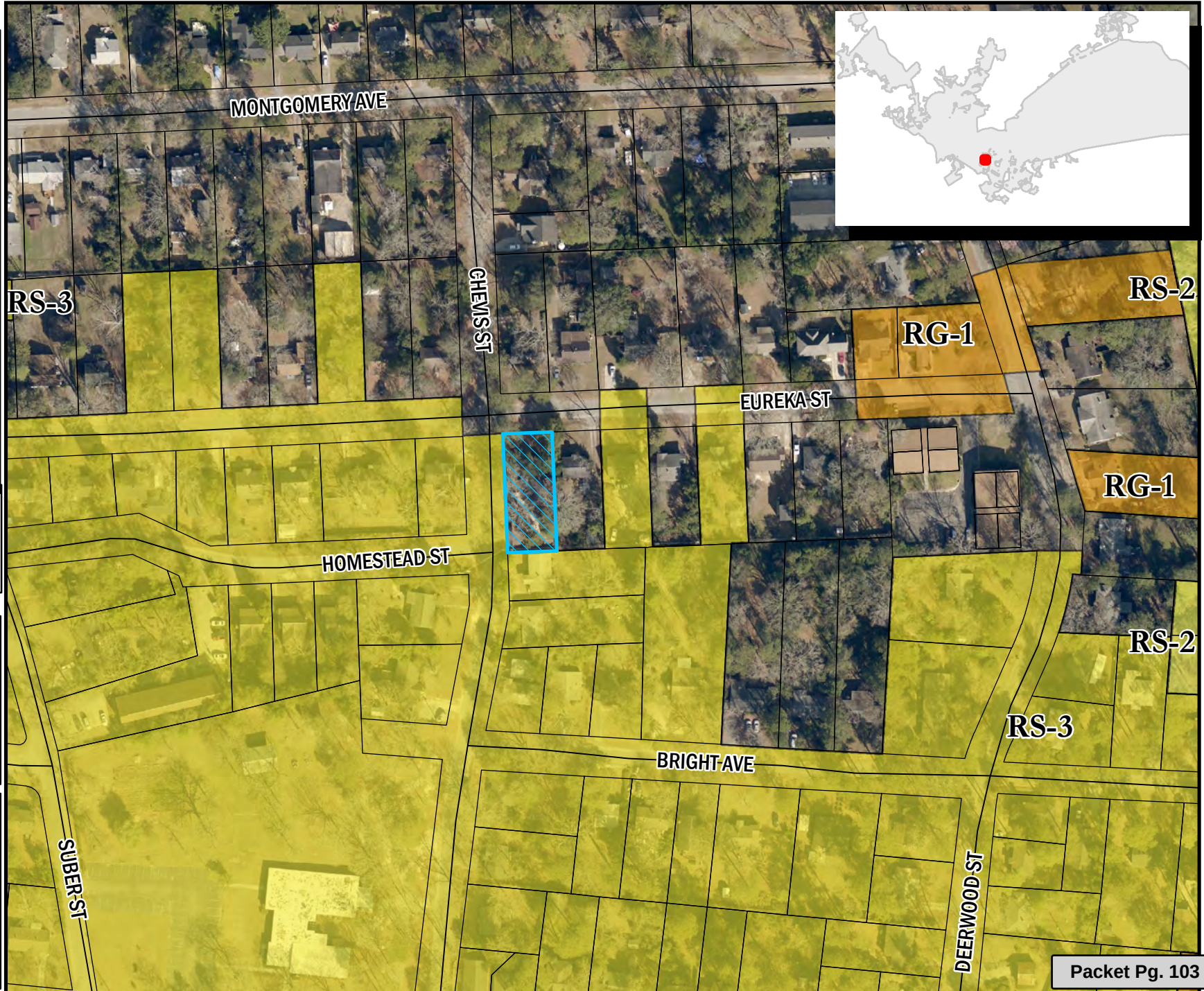
Shane Shaughnessy
April 3, 2019

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We Are Columbia



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

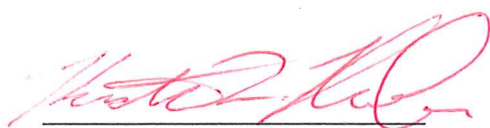
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, tract or lot of land, together with all improvements thereon, situate, lying and being at the southeastern intersection of Eureka and Chevis Streets near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and delineated as Lot Number One (1), Block E on a plat for William C. Gray by Columbia Engineering Company, recorded at Plat Book 1, Page 135 and bounded as follows: North by Eureka Street for 60.0'; East by Lot A of Block E for 149.0'; South by property n/f of Sistrunk for 60.0'; West on Chevis for 149.0'. Said property having such shapes, courses, distances, metes and bounds as shown upon said plat, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

Richland County TMS: 13708-08-01

Property Address: 3902 Eureka Street

BY:


 Kristian Landon Kuhn

Date:

3/19/2019


 Kimberly Michelle Kuhn

Date:

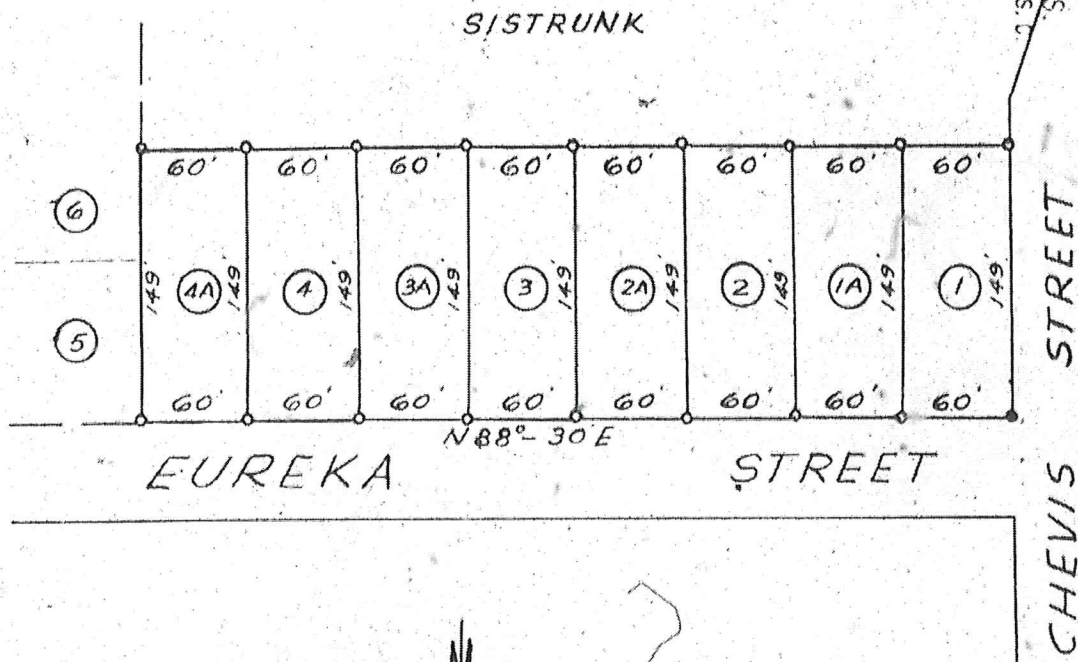
3/19/2019

BOOK

PAGE 135

FILED

MAR 22 4 31 PM '50

C. E. MERRANT
C. C. P. & S. S.
- RICHMOND COUNTY, S. C.

N

W. M. Mobley, Civ. Engr.

MAR 22 1950

Clerk of Court Fee Paid
\$1.00

A Subdivision of a Portion of Lots 1, 2, 3, and 4
Shown on Plat by Ralph P. Berry 12-4-46

PLAT OF PROPERTY
OFWILLIAM C. GRAY
COLUMBIA, S. C.

SCALE: 1" = 100' DATE: 2-15-1950

COLUMBIA ENGINEERING CO
COLUMBIA, S. C. DRG NO 441-A



CITY COUNCIL

July 16, 2019 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3937 Bluff Road; TMS# 13500-01-04(p)

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Conservation and zoned Light Industrial (M-1) by Richland County.

Applicant: Columbia Bluff DG, LLC

PC Recommendation: 05/06/2019; (Approval, 7-0)

ZPH, 1st Reading: 07/16/2019; Pending

2nd Reading: 08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.52 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Richland County Land Use: Conservation
Proposed Land Use Classification: Urban Edge Community Activity Center (UEAC-1)
Current Richland County Zoning: Light Industrial (M-1)
Proposed Zoning: General Commercial District (C-3)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the annexation **will result in an increased number of calls for service**. The estimated cost to serve this newly constructed dollar store is **approximately \$5,000 annually** based on last year's calls for service at similar properties in the City of Columbia. There is no objection to the annexation of this property, however the continued

increase of properties coming into the City in the farthest outbound areas of the South Region takes its toll on the effectiveness of our outbound units. With this being said, we will always support the expansion of the city limits and continue to provide excellent service based upon the changing needs of the city.

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

Solid waste service is not provided to this type of commercial property.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

This newly constructed retail store will create new revenue, at the approximately **40% reduced** water service rates for in-city customers.

Planning & Development Services

The subject property contains a newly constructed dollar store on a newly subdivided lot. We recommend annexation of this property, located within a Primary Area as designated in the Urban Service Area plan. **The estimated real estate tax revenue generated will be approximately \$7,400 per year**, based on the current tax rate and averaged value estimates of similar dollar stores in the area.

* Estimated City Tax Revenue is based on **2018 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0981)). 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 .002142 for the 2018 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Community Activity Center (UEAC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Conservation by Richland County.

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically a 3-5 mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Small and Medium Multi-family
- Small and Medium Flex

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Commercial
- Cemeteries & Mausoleums

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

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the East. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, West and South.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve a resolution recommending to City Council the assignment of a future land use classification of Urban Edge Community Activity Center (UEAC-1) at the time of annexation.

Staff recommends that City Council assign zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

3937 Bluff Road, TMS# 13500-01-04(p);
Current Rich. Co. FLU: Conservation, Proposed FLU: UEAC-1

12.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
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- SD-6 - Fort Jackson



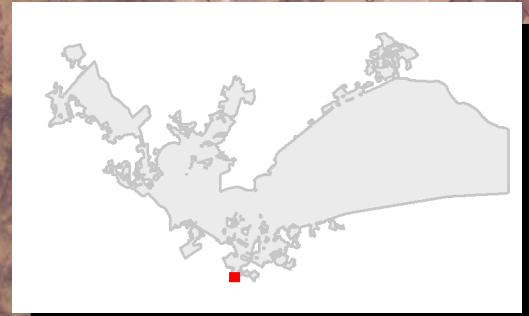
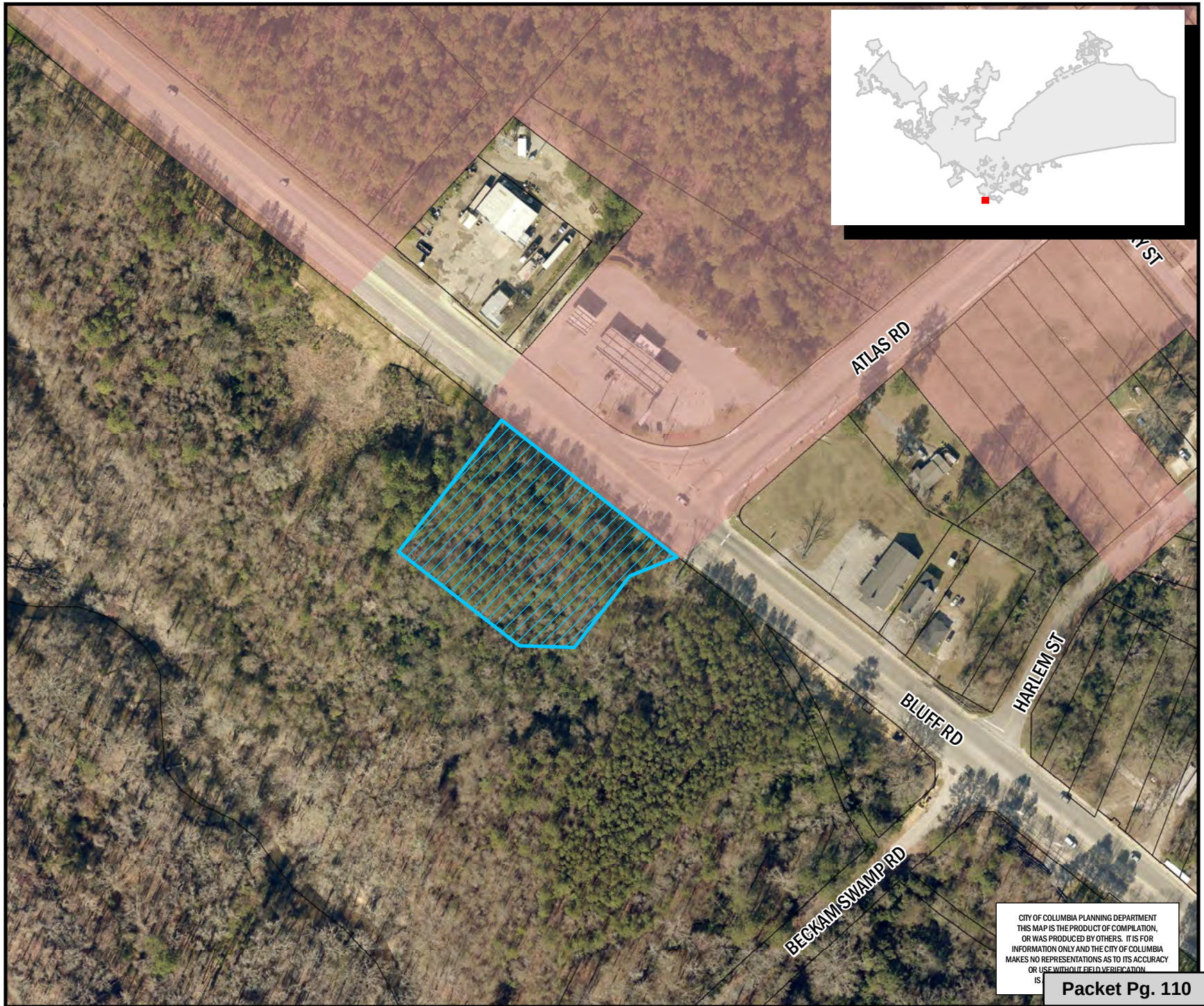
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019



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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 110

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

3937 Bluff Road. TMS# 13500-01-04(p);
Current Rich. Co. Zoning: M-1, Proposed Zoning: C-3

12.a

Legend

PARCELS

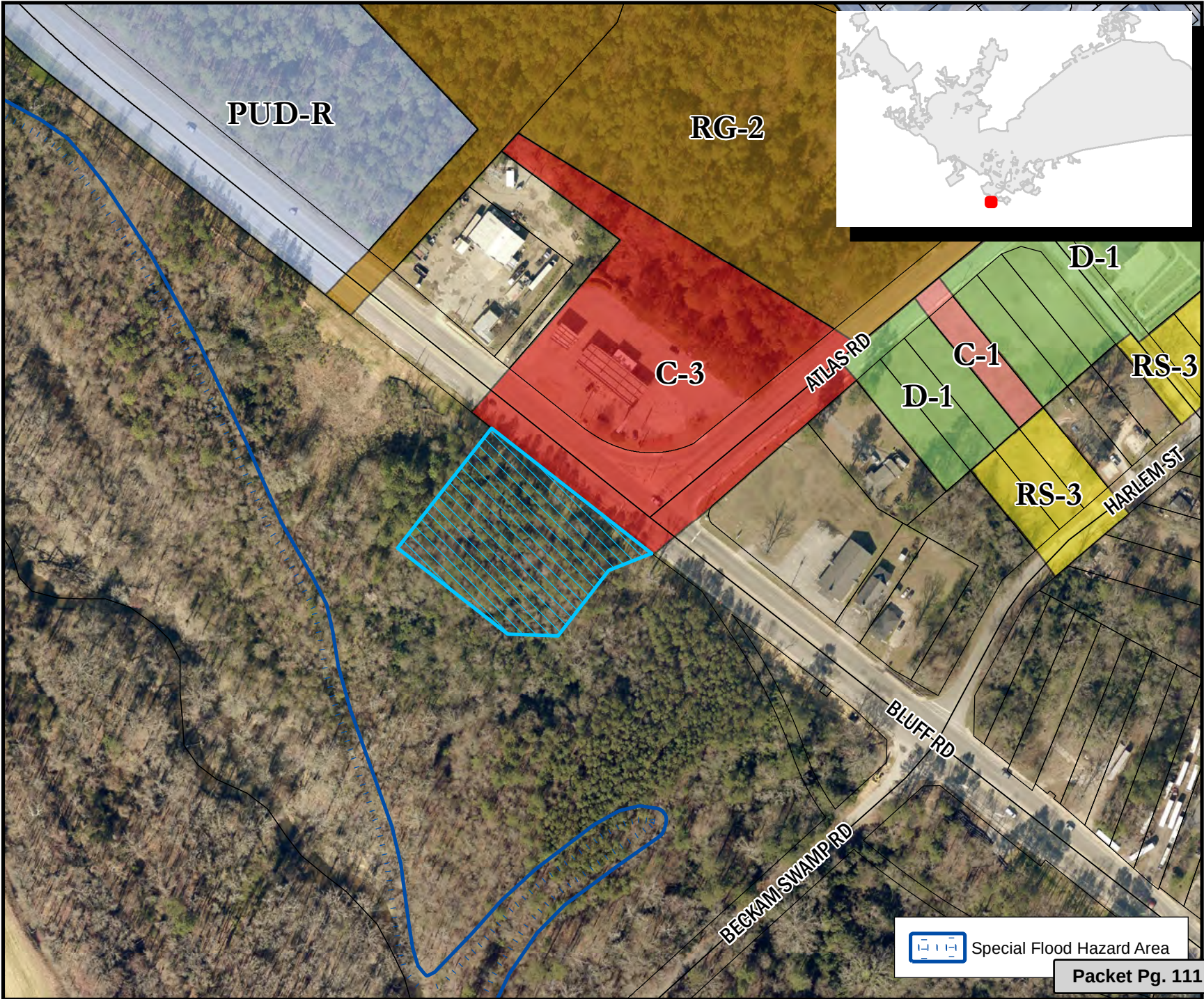
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RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019

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Special Flood Hazard Area

ORDINANCE NO.: 2019-052

Annexing and Incorporating 3937 Bluff Road, Richland County TMS #13500-01-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Commercial District (C-3), apportioned to City Council District 3, Census Tract 117.02, contains 1.52 acres, and shall be assigned a land use classification of Urban Edge Community Activity Center (UEAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13500-01-04(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

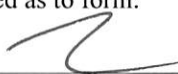
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-052

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, the same being shown and delineated as 1.52 acres on a plat prepared for Columbia Bluff DG, LLC by Cox & Dinkins, Inc., dated September 11, 2018, recorded in the Richland County ROD in Book 2343 at Page 120, and having such measurements and boundaries as shown on the above described survey.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 16, 2019

RE: **Property Address:** 3937 Bluff Road
Richland County TMS#: 13500-01-04 (portion)
Owner(s): Columbia Bluff DG, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Conservation
Proposed City Land Use: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 117.02

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 6, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

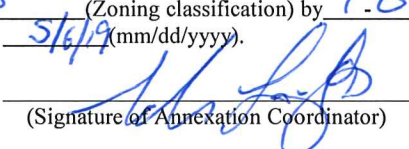
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Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UEAC-1 (Land Use classification) by 7-0 on 5/6/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 5/6/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

3937 Bluff Road, TMS# 13500-01-04(p);
Current Rich. Co. FLU: Conservation, Proposed FLU: UEAC-1

12.b

Department of Planning &
Development Services

Legend



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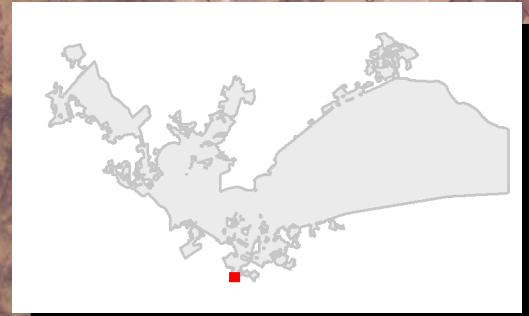
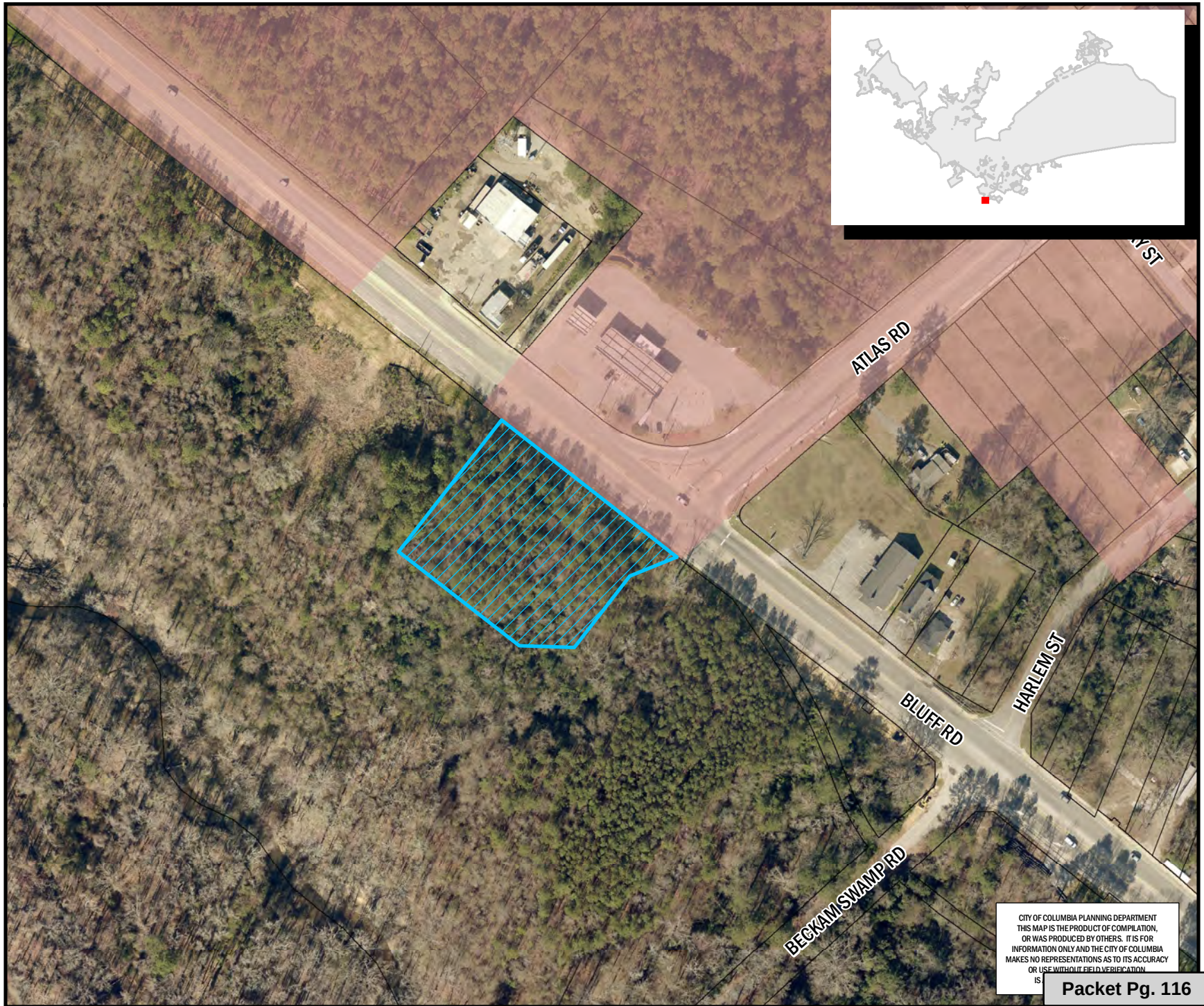
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Packet Pg. 116

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, lot or tract of land, together with all 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 1.52 acres on a plat prepared for Columbia Bluff DG, LLC by Cox & Dinkins, Inc. dated September 11, 2018, recorded in the Richland County ROD in Book 2343 at Page 120, and having such measurements and boundaries as shown on the above described survey.

Richland County TMS: 13500-01-04 (portion)

Property Address: 3937 Bluff Road

Columbia Bluff DG, LLC

BY: _____

(Signature)

Date: _____

4/5/19.

(Print or Type Name)

ITS: _____

MANAGER.

(Print or Type Title)



NOW OR FORMERLY
Bluff Road Associates, LLC
TMS# 13500-01-04

LEGEND:

- Drainage Manhole
- Sign
- Utility Pole
- Overhead Utility Line
- Cable Wire

UNDERGROUND UTILITIES:

COX AND DINKINS, INC. HAS ATTEMPTED TO LOCATE BURIED SANITARY SEWER LINES, STORM DRAINAGE PIPES/ STRUCTURES AND OTHER UNDERGROUND UTILITIES OF WHICH WE HAVE KNOWLEDGE. SOME ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THE SUBJECT PARCEL OF WHICH THE LOCATION IS NOT KNOWN TO COX AND DINKINS, INC.; IF A MORE DETAILED ANALYSIS OF THE UNDERGROUND PIPES AND/OR UTILITIES IS NEEDED, COX AND DINKINS, INC. STRONGLY RECOMMENDS THAT AN INDEPENDENT THIRD PARTY UNDERGROUND UTILITY LOCATOR BE CONSULTED TO LOCATE THESE UTILITIES.

FLOOD STATEMENT:

THE SUBJECT PROPERTY APPEARS IN FLOOD ZONE "X" ON FLOOD INSURANCE RATE MAP (F.I.R.M.), PANEL 45079C0378 L, WITH AN EFFECTIVE DATE OF DECEMBER 21, 2107; THEREFORE, THE SUBJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ACCESS:

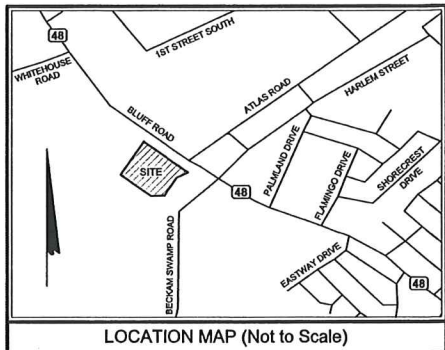
THE SUBJECT PROPERTY HAS DIRECT ACCESS TO BLUFF ROAD, S.C. HWY. 48, WHICH IS A PUBLIC RIGHT-OF-WAY.

NOW OR FORMERLY
Bluff Road Associates, LLC
TMS# 13500-01-04

1.52 ACRES

THERE ARE NO BUILDINGS OR STRUCTURES LOCATED ON THE SUBJECT PROPERTY

NOW OR FORMERLY
Bluff Road Associates, LLC
TMS# 13500-01-04



LAND DESCRIPTION:

Beginning at a point at the approximate intersection of the western right-of-way of Beckom Swamp Road and the southern right-of-way of Bluff Road, thence running in a northwestern direction along the southern right-of-way of Bluff Road and the property now or formerly belonging to Bluff Road Associates, LLC for an approximate distance of 475 feet to a 1/2" Rebar (n), this being the POINT OF BEGINNING (P.O.B.); thence turning and running S 67°54'51" W along the property now or formerly belonging to Bluff Road Associates, LLC for a distance of 72.02 feet to a 1/2" Rebar (n); thence turning and running S 37°53'04" W along the property now or formerly belonging to Bluff Road Associates, LLC for a distance of 128.81 feet to a 1/2" Rebar (n); thence turning and running N 88°22'48" W along the property now or formerly belonging to Bluff Road Associates, LLC for a distance of 78.28 feet to a 1/2" Rebar (n); thence turning and running N 52°06'53" W along the property now or formerly belonging to Bluff Road Associates, LLC for a distance of 217.49 feet to a 1/2" Rebar (n); thence turning and running N 37°53'04" E along the property now or formerly belonging to Bluff Road Associates, LLC for a distance of 237.46 feet to a 1/2" Rebar (n); thence turning and running S 52°06'56" E along the southern right-of-way of Bluff Road for a distance of 316.66 feet to a 1/2" Rebar (n), this being the POINT OF BEGINNING (P.O.B.).

SCHEDULE B - SECTION 2 - EXCEPTIONS FROM COVERAGE:

First American Title Insurance Company
Commitment for Title Insurance
Title Commitment No. 3248-004
Dated: December 14, 2017 @ 8:30 A.M.

- Item 10: Easement granted from Burwell Manning to South Carolina Electric & Gas Company recorded in Deed Book 20 at Page 568. Unable to determine whether or not the aforementioned easement to South Carolina Electric & Gas Company touches the subject property.
- Item 11: Easement granted from the Estate of Burwell D. Manning to South Carolina Electric & Gas Company, dated May 31, 1962 and recorded in Deed Book 352, Page 319. The aforementioned easement to South Carolina Electric & Gas Company does not touch the subject property.
- Item 12: Easement granted from B.D. Manning Estate, Burwell D. Manning, Jr. and C. Heath Manning as Trustees to South Carolina Electric & Gas Company recorded in Deed Book 377, Page 491. The aforementioned easement to South Carolina Electric & Gas Company may touch the subject property but its exact location is not able to be determined from the description provided in the easement document.
- Item 13: Easement granted from Burwell D. Manning, Jr. to South Carolina Electric & Gas Company recorded in Deed Book 396 at Page 405. The aforementioned easement to South Carolina Electric & Gas Company is not located on the subject property.
- Item 14: Easement granted from Burwell D. Manning, Jr. to South Carolina Electric & Gas Company recorded in Deed Book 396 at Page 407. The aforementioned easement to South Carolina Electric & Gas Company does not appear to touch the subject property.
- Item 15: Easement granted from Burwell D. Manning, Jr. to South Carolina Electric & Gas Company recorded in Deed Book D 147 at Page 299. The aforementioned agreement with South Carolina Electric & Gas Company may touch the subject property but the description provided in the recorded document is too vague to determine its location.
- Item 16: Easement granted from Burwell D. Manning, Jr. to South Carolina Electric & Gas Company recorded in Deed Book D 182 at Page 71. The aforementioned easement to South Carolina Electric & Gas Company is not located on the subject property.
- Item 17: Easement granted from Burwell D. Manning, Jr. to City of Columbia recorded in Deed Book D 240 at Page 895. The aforementioned sanitary sewer easement to the City of Columbia does not touch the subject property.
- Item 18: Easement granted from Burwell D. Manning, Jr. to South Carolina Electric & Gas Company recorded in Deed Book D 290 at Page 641. The aforementioned easement to South Carolina Electric & Gas Company does not appear to be located on the subject property.
- Item 19: Easement granted from Burwell D. Manning, Jr. to City of Columbia recorded in Deed Book D 331 at Page 982. The aforementioned sanitary sewer easement to the City of Columbia does not touch the subject property.
- Item 20: Easement granted from Burwell D. Manning, Sr. Trust, C. Heath Manning and Lella M. Cort, Trustees, dated December 13, 1978 and recorded December 21, 1978 in Deed Book D-485 at Page 766. Unable to determine whether or not the aforementioned easement to South Carolina Electric & Gas Company touches the subject property.
- Item 21: Easement from Bluff Road Associates, LLC to City of Columbia recorded in Record Book 1898 at Page 3259. This item is a permanent sanitary sewer easement granted to the City of Columbia which does touch the subject property and its location is plotted and shown hereon.

CERTIFICATION:

To Columbia Bluff DG, LLC, First American Title Insurance Company, and United Community Bank, its successors and assigns:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and does not include any Table A items thereof. The fieldwork was completed on September 11, 2018.

Date of Plat or Map: September 11, 2018

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

SEPTEMBER 11, 2018

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.



REFERENCES:

- 1) REFERENCE IS MADE TO PARCEL "B" AS SHOWN ON PLAT OF PROPERTY OF ESTATE OF BURWELL D. MANNING, DATED JANUARY 26, 1961, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

NOTES:

- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND SERVICES ARE UNKNOWN.
- 2) REFERENCE IS MADE TO FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE: 3248-004, DATED DECEMBER 14, 2017.

Book 2343-120
20180714061 10/15/2018 14:30:35 420
Fee: \$10.00 County Fees \$4.00 State Tax: \$5.00

Zoning Map

Department of Planning &
Development Services

3937 Bluff Road. TMS# 13500-01-04(p);
Current Rich. Co. Zoning: M-1, Proposed Zoning: C-3

12.b

Legend

PARCELS

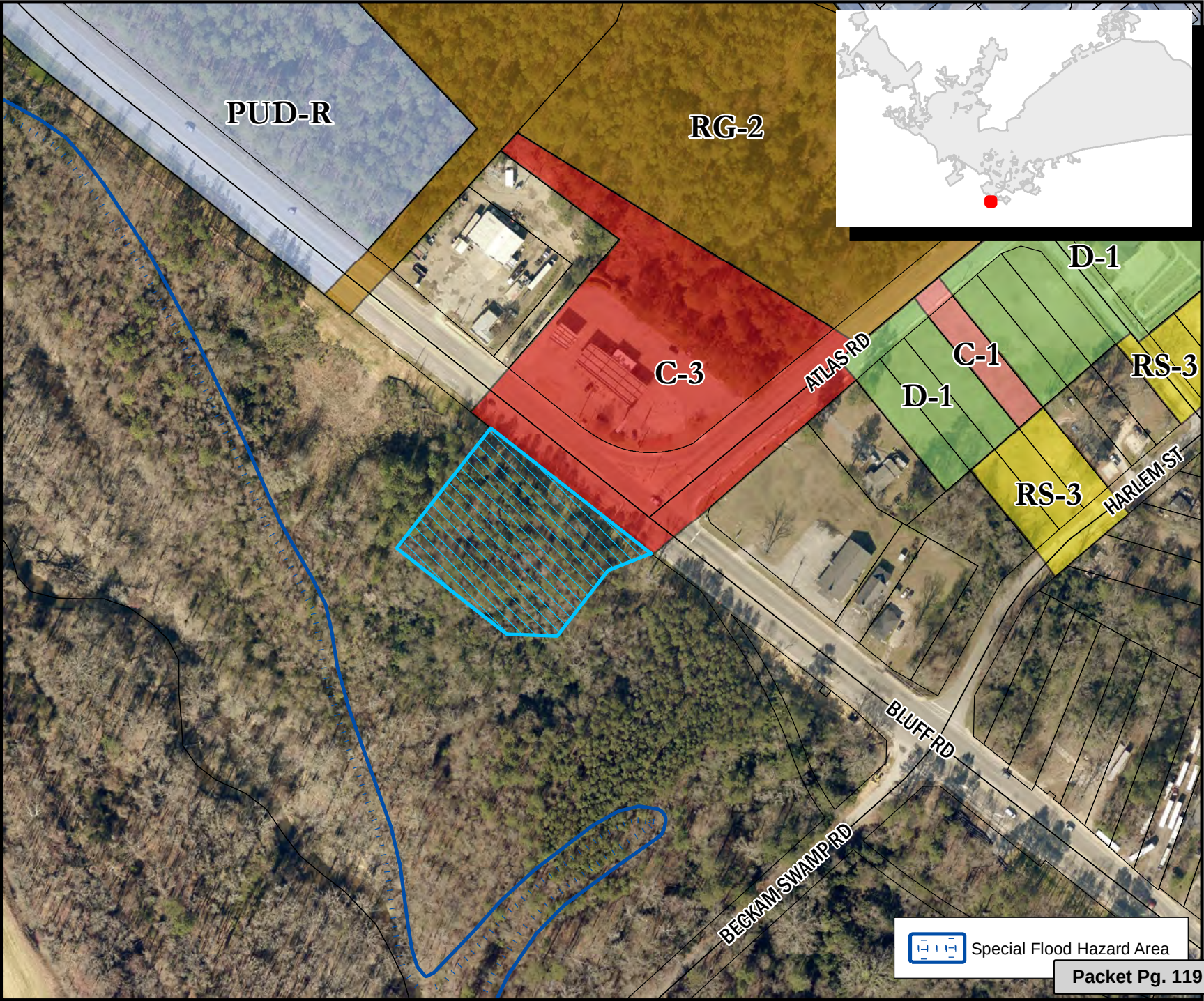
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019

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



Special Flood Hazard Area



CITY COUNCIL

July 16, 2019 at 6:00pm

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

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

111 Sparkleberry Crossing Road; TMS# 25705-07-26

Council District:	4
Proposal:	Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).
Applicant:	Frost Partners, LLC.
Staff Recommendation:	Approval
PC Recommendation:	05/06/2019; Approval (7-0)
ZPH, 1 st Reading:	07/16/2019; Pending
2 nd Reading:	08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.22 acres
Current Use: Commercial (Retail Shopping Center)
Proposed Use: Commercial (Retail Shopping Center)
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Interim Land Use Classification: Regional Activity Corridor (AC-3)
Proposed Interim Land Use Classification: Regional Activity Corridor (AC-3)
Current Interim Zoning: General Commercial District (C-3)
Proposed Interim Zoning: General Commercial District (C-3)
Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Regional Activity Corridor (AC-3); the property was assigned an interim future land use classification of Regional Activity Corridor (AC-3) with annexation.

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types:

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types:

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* – Future Land Use Map to affirm the assignment of the Regional Activity Corridor (AC-3) land use classification for the property following the annexation of this property.



Future Land Use Map

Department of Planning & Development Services

111 Sparkleberry Crossing Road, TMS# 25705-07-26;
Current Interim FLU: AC-3, Proposed FLU: AC-3

13.a

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



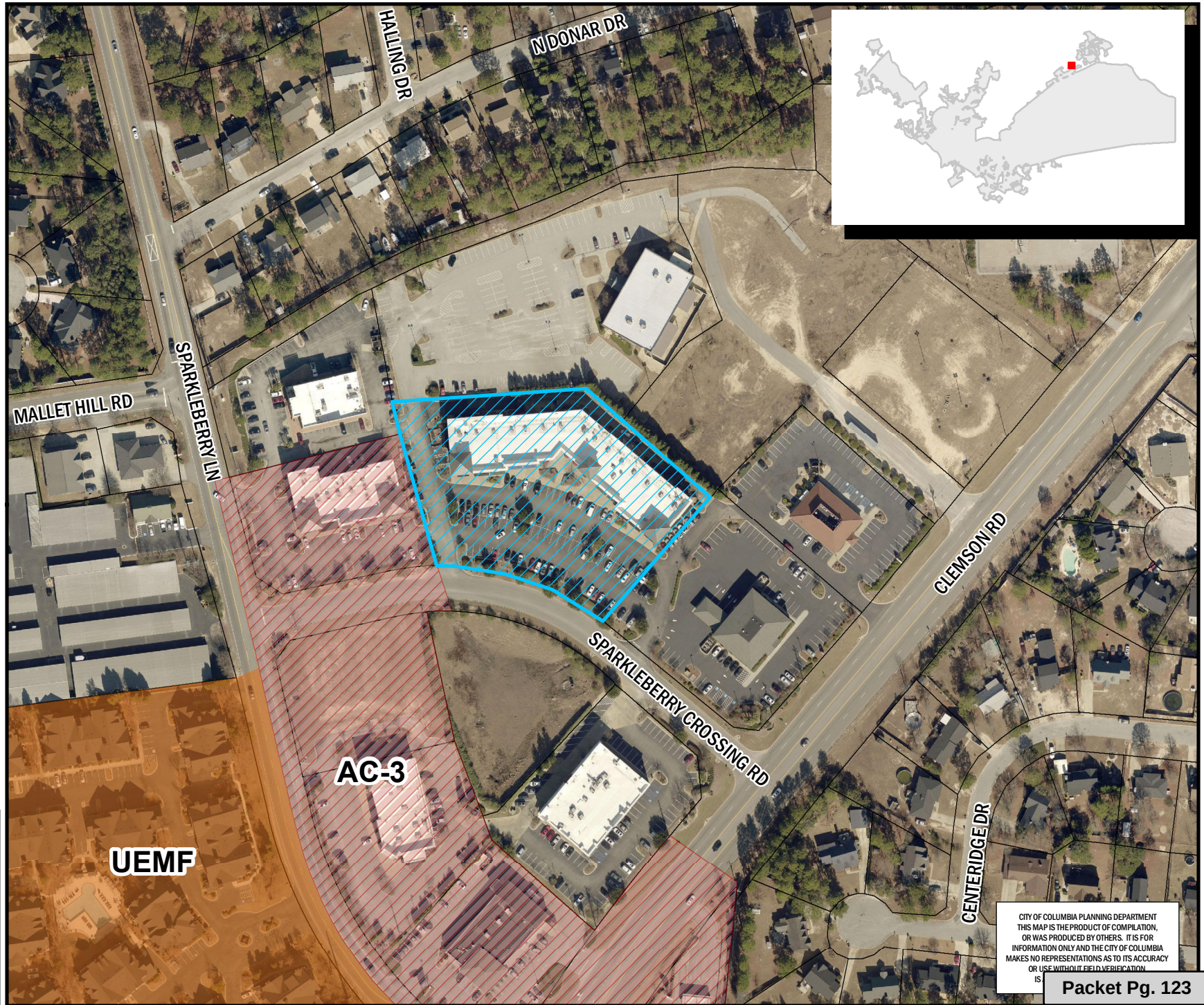
0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 123

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-050

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
111 Sparkleberry Crossing Road; Richland County TMS# 25705-07-26; annexed by
Ordinance No.: 2019-032 enacted June 4, 2019*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 111 Sparkleberry Crossing Road; Richland County TMS# 25705-07-26, filed for petition on April 5, 2019, and shall be assigned the designated future land use classification of Regional Activity Corridor (AC-3), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that 111 Sparkleberry Crossing Road; Richland County TMS# 25705-07-26, annexed into the City of Columbia by Ordinance No.: 2019-032 enacted on June 4, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.14, contains 2.22 acres, and shall be assigned a land use classification of Regional Activity Corridor (AC-3).

Requested by:

Assistant City Manager Gentry

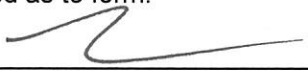
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

July 16, 2019 at 6:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 111 Sparkleberry Crossing Road; TMS# 25705-07-26

Council District:	4
Proposal:	Request to confirm zoning of General Commercial District (C-3). The property currently has interim zoning of General Commercial District (C-3).
Applicant:	Sparkleberry Crossing Retail, LLC.
Staff Recommendation:	Approval
PC Recommendation:	05/06/2019; Approval (7-0)
ZPH, 1 st Reading:	07/16/2019; Pending
2 nd Reading:	08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.22 acres

Current Use: Commercial (Retail Shopping Center)

Proposed Use: Commercial (Retail Shopping Center)

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current Interim Land Use: Regional Activity Corridor (AC-3)

Proposed Land Use Classification: Regional Activity Corridor (AC-3)

Current Interim Zoning: General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary

areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Regional Activity Corridor (AC-3); the property was assigned an interim land use of Regional Activity Corridor (AC-3) with annexation.

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types:

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types:

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is not located within 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 interim zoned General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the East, South and West. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of General Commercial District (C-3) following the annexation of the property.



Future Land Use Map

111 Sparkleberry Crossing Road, TMS# 25705-07-26;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

14.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
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-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
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-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
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-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
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-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



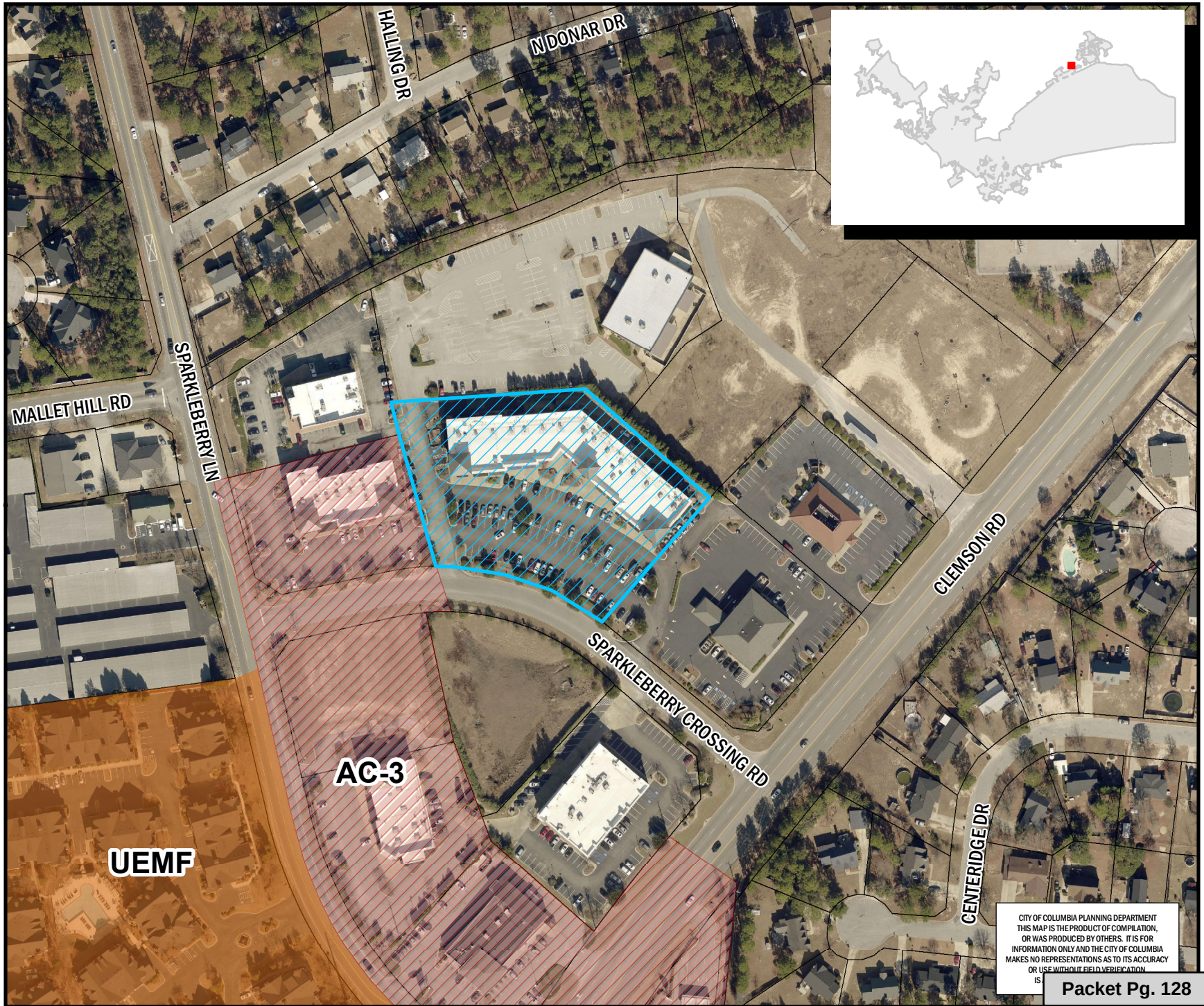
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019



We Are Columbia



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Packet Pg. 128

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

111 Sparkleberry Crossing Road, TMS# 257 14.a
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Legend

PARCELS

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



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

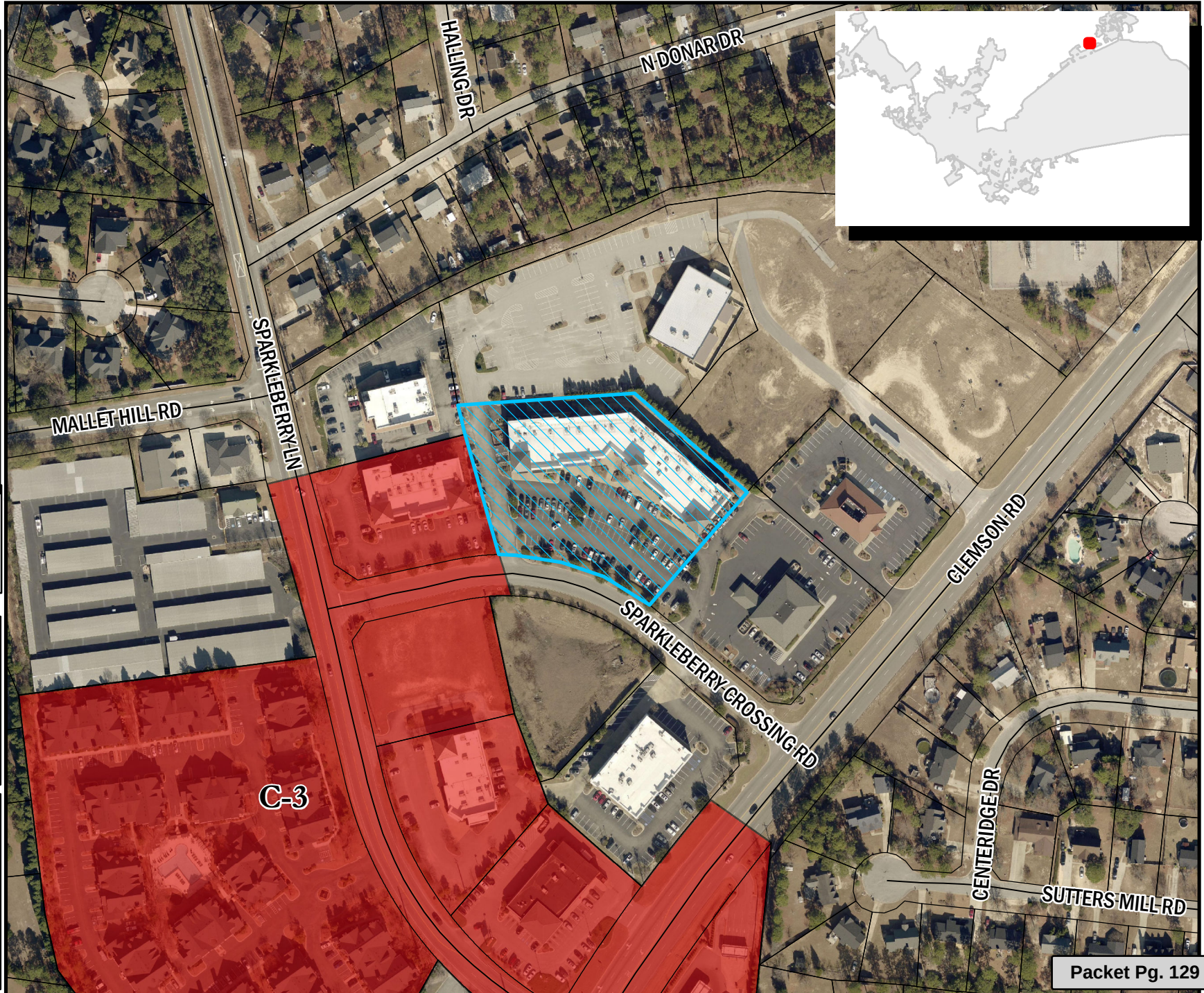
Shane Shaughnessy
April 15, 2019

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We Are Columbia





CITY COUNCIL

July 16, 2019 at 6:00pm

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

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

2215 Devine Street, TMS#11312-02-09

City Council District:	3
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification from Urban Core Community Activity Center (UCAC-2) to Community Activity Corridor (AC-2).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	06/03/2019; Approval (6-0)
ZPH, 1 st Reading:	07/16/2019; Pending
2 nd Reading:	08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 0.08 acres

Current Use: Office

Proposed Use: Hotel/Commercial

Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Community Activity Corridor (AC-2)

Current Zoning: Office and Institutional District (C-1)

Proposed Zoning: Neighborhood Commercial District (C-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Community Activity Center (UCAC-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Staff recommends that the subject property be designated Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map.

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 distance and typically consist of a variety of commercial and service uses.

Urban Core Community Activity Center (UCAC-2)

Primary Types

- Small & Medium Format Business/Employment (excl. Flex)
- Multi-family Small & Medium Mixed-use

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Community Activity Corridor (AC-2):

Primary Types:

- Small & Medium Business/Employment (excl. Flex)
- Multi-family Small & Medium Mixed-use

Secondary Types:

- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for the property from UCAC-2 to AC-2.



Future Land Use Map

2215 Devine Street; TMS# 11312-0 15.a
Current FLU: UCAC-2, Proposed FLU: AC-2

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



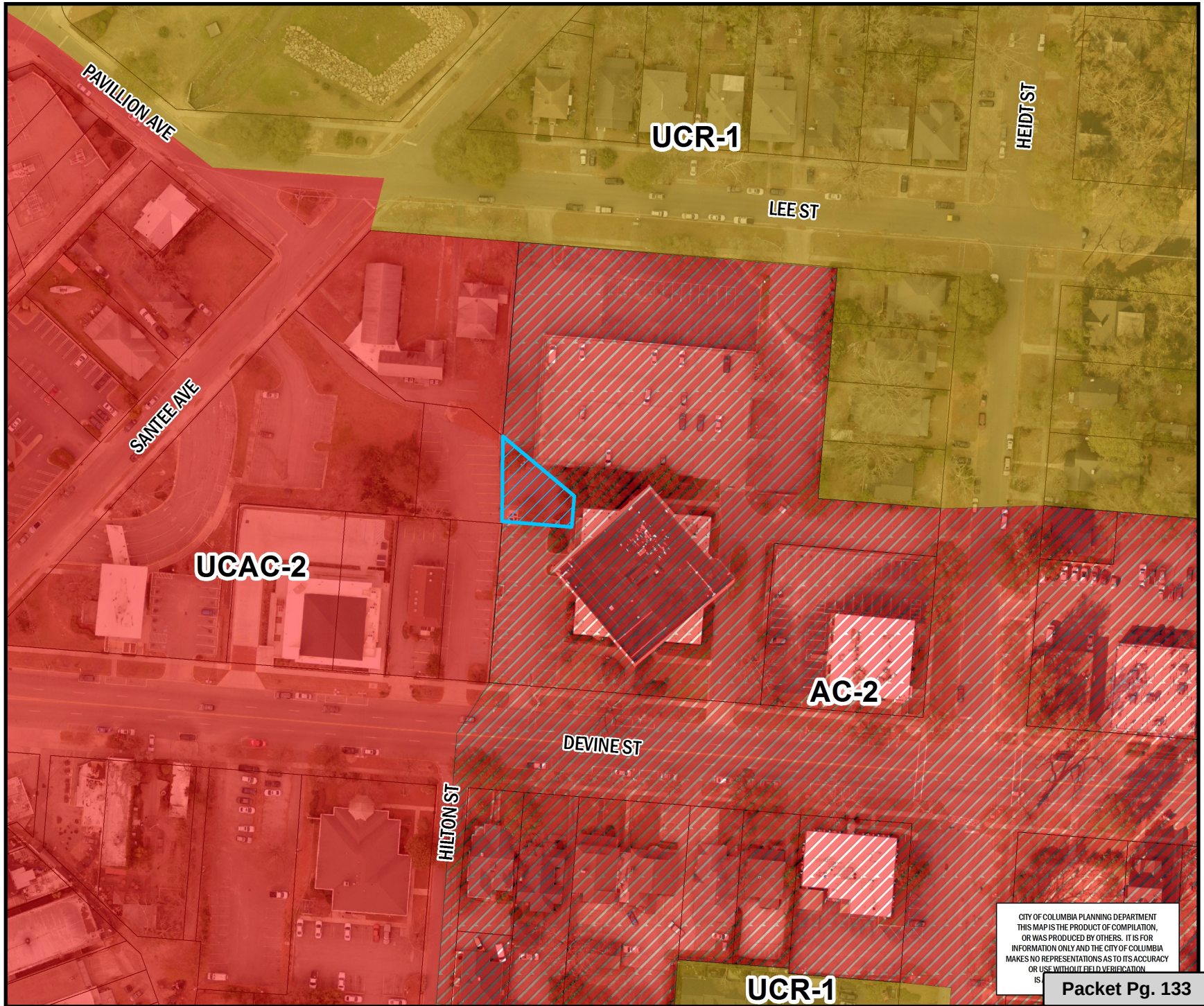
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 17, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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

Packet Pg. 133

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-049

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
2215 Devine Street; Richland County TMS# 11312-02-09*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces In Place", along with all the maps and policies contained therein; and,

WHEREAS, 2215 Devine Street; Richland County TMS# 11312-02-09, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Urban Core Community Activity Center (UCAC-2), while the future land use classification of Community Activity Corridor (AC-2) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that the designated land use for 2215 Devine Street, Richland County TMS# 11312-02-09, was identified as Urban Core Community Activity Center (UCAC-2) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 3, Census Tract 21, contains 0.08 acres, and the land use classification shall be amended to Community Activity Corridor (AC-2).

Requested by:

Assistant City Manager Gentry

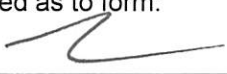
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

July 16, 2019 at 6:00pm

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

Zoning Map Amendment Case Summary **2221 Devine Street (2204 Lee Street and 2215 Devine Street),** **TMS# 11312-02-03 and 11312-02-09**

Council District:	3
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1) to Neighborhood Commercial District (C-2).
Applicant:	Daniel J. Rickenmann, Columbia City Council
Staff Recommendation:	Approval
PC Recommendation:	06/03/2019; Approval (6-0)
ZPH, 1 st Reading:	07/16/2019; Pending
2 nd Reading:	08/06/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 2.82 acres

Current Use: Office

Proposed Use: Hotel/Commercial

Current Land Use Classification: Community Activity Corridor (AC-2) and Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Community Activity Corridor (AC-2)

Current Zoning: Office and Institutional District (C-1)

Proposed Zoning: Neighborhood Commercial District (C-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Community Activity Center (UCAC-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Staff recommends that the subject property be designated Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map.

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 distance and typically consist of a variety of commercial and service uses.

Urban Core Community Activity Center (UCAC-2)

Primary Types

- Small & Medium Format Business/Employment (excl. Flex)
- Multi-family Small & Medium Mixed-use

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Community Activity Corridor (AC-2):

Primary Types:

- Small & Medium Business/Employment (excl. Flex)
- Multi-family Small & Medium Mixed-use

Secondary Types:

- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property 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 subject property is currently zoned Office and Institutional District (C-1). The abutting properties in the City of Columbia are zoned General Residential District, -Design and Preservation District (RG-1, -DP) to the North, General Residential District, -Design and Preservation District (RG-2, -DP) and Neighborhood Commercial District (C-2) to the East, Neighborhood Commercial District (C-2) to the South, and Mixed-Use Corridor/Neighborhood District, -Design/Development District (MX-1, -DD) to the West.

The proposed zoning district is Neighborhood Commercial District (C-2).

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas

are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the parcels from C-1 to C-2.



Future Land Use Map

2221 Devine Street (2204 Lee Street and 2215 Devine Street); TMS# 11312-02-03 and 11
Current FLU: AC-2 and UCR-1

16.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
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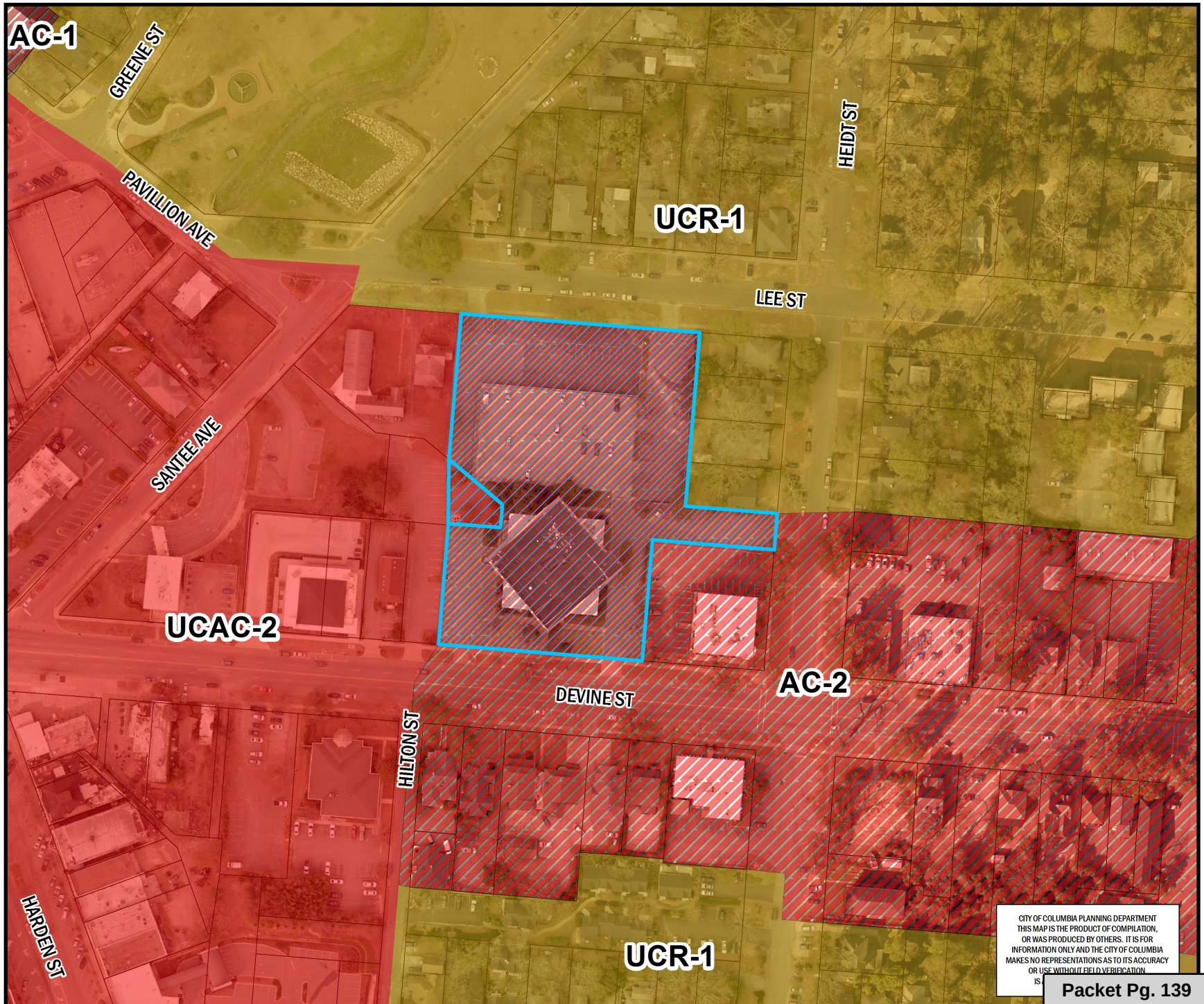
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 17, 2019



We Are Columbia



Zoning Map

Department of Planning & Development Services

2221 Devine Street (2204 Lee Street and 2215 Devine Street), TMS# 11312-02-03 and 11312-02-04
Current Zoning: C-1, Proposed Zoning: C-2

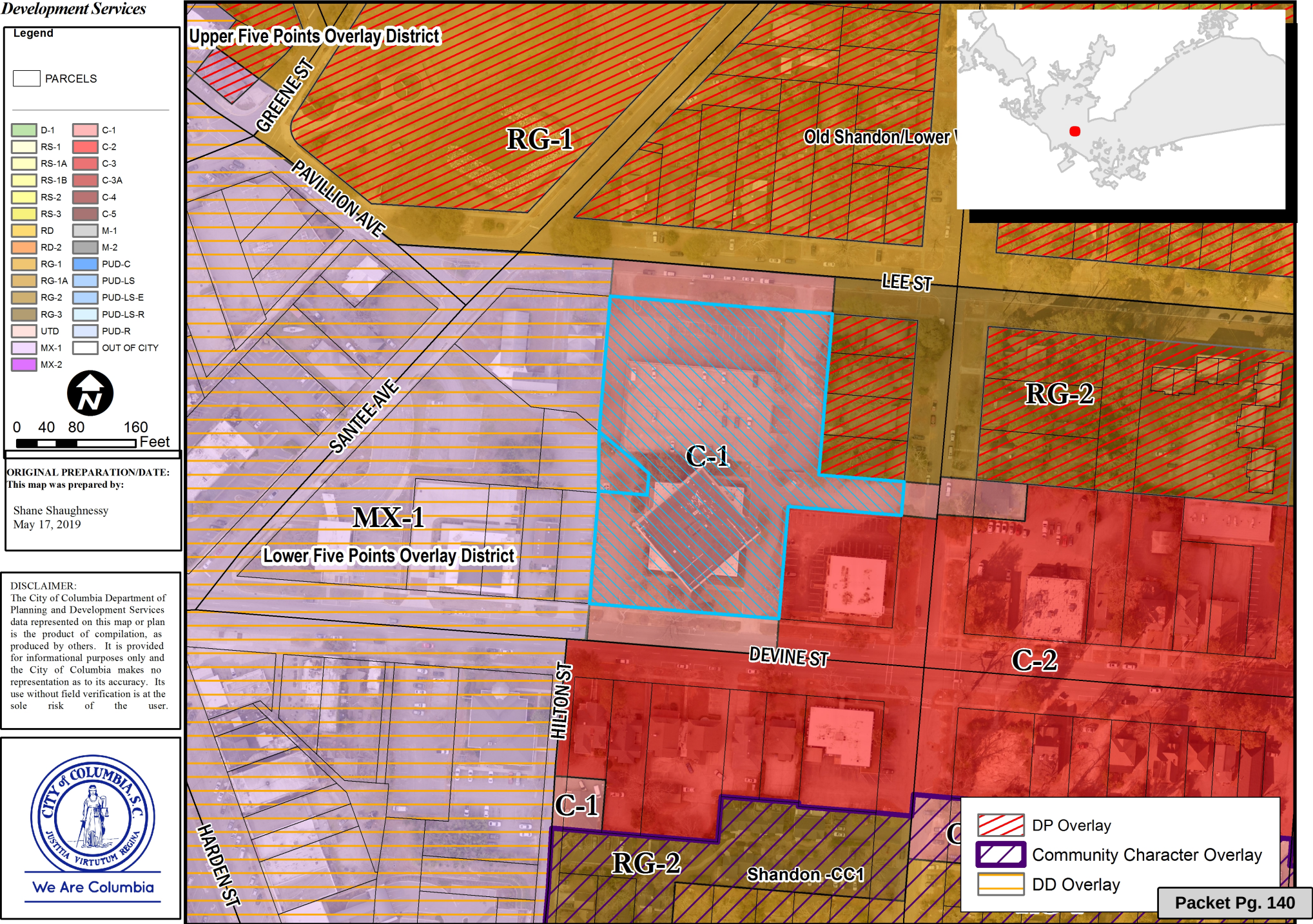


Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studios, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studios, portrait
Beauty Shops

C-1
Permitted Principal Uses Cont.
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)

C-2
Permitted Principal Uses Cont.
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family social services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services

C-2
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs

C-2
Permitted Principal Uses Cont.
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)

C-2
Special Exception by Board of Zoning Appeals, Cont.
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

C-2
Special Exception by Board of Zoning Appeals Cont.
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development

RESOLUTION NO.: R-2019-042

Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, August 31, 2019 with a rain contingency of Saturday, September 7, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market: Craft Saturday to be held only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 7:00 a.m. until 2:00 p.m. on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7, 2019; for an event to be held from 9:00 a.m. until 1:00 p.m., and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 12:30 p.m., on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7, 2019; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 12:30 p.m. on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If

the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7, 2019, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, August 31, 2019, with a rain contingency of Saturday, September 7, 2019, and with the exception of the parking areas, adjacent off-street parking areas and 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 may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, August 31, 2019 that the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the

1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane shall be closed on Saturday, September 7, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

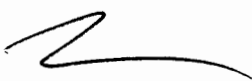
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 07/05/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Erin Curtis
Operations Director, Soda City
erin@sodacitysc.com
803 269 3241

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Market: Craft Saturdays

DATE(S) OF EVENTS:

August 31, 2019

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.)

September 7, 2019

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1300 - 1600 blocks of Main Street

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)

BIERGARTEN LOCATION: Hampton & Main Intersection and the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot and the 1200 block of Hampton west of the driveway entrance to the Marriott.

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

7AM - 2:00PM (Normal Soda City Market operating hours)

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9AM - 1PM

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.)*

9AM - 12:30PM

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

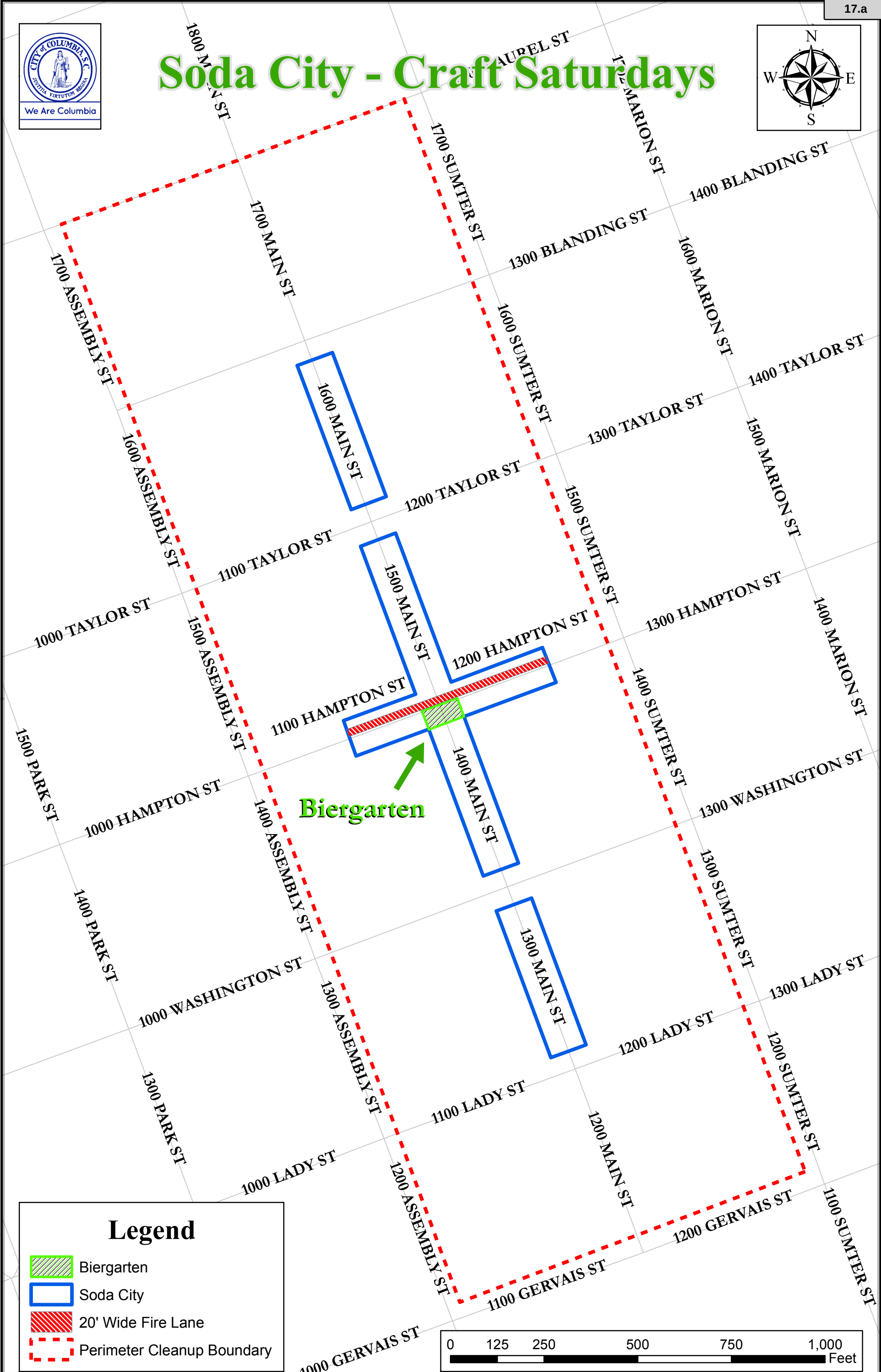
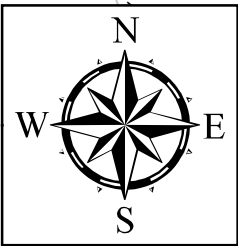
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

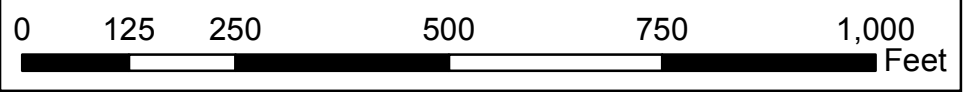


Soda City - Craft Saturdays



Legend

- Biergarten
- Soda City
- 20' Wide Fire Lane
- Perimeter Cleanup Boundary



RESOLUTION NO.: R-2019-053

*Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival
in Earlewood Park on Sunday, October 27, 2019*

WHEREAS, the Earlewood Community Citizens Council ("Sponsor") is sponsoring the Earle Jam Music and Beer Festival I in Earlewood Park on Sunday, October 27, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 11:00 a.m. until 8:00 p.m. of Earlewood Park and Parkside (Recreation) Drive between Earlewood Drive and the stop sign west of the administrative office driveway, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Sunday, October 27, 2019 from 12:00 p.m. until 7:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 6:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized between the hours of 3:00 p.m. and 6:30 p.m. on Sunday, October 27, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that canines are allowed provided that waste is collected and properly disposed of and current leash laws are observed as set out in the 1998 Code of Ordinances of the City of Columbia, as amended. All other pets shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portions of Earlewood Park and Parkside (Recreation) Drive between Earlewood Drive and the stop sign west of the administrative office driveway, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages,

is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, October 27, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

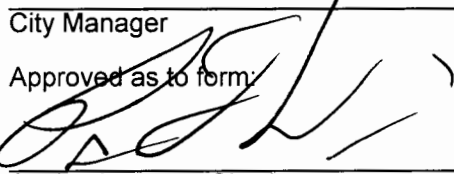
Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:



Senior Assistant City Attorney _____

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

3-5-19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jennifer McBroom
President Earlewood
803-347-5021
jennifer.mcbrum@gmail.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Earle Jam - Neighborhood Event

DATE(S) OF EVENTS:

Oct 27 2019

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.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Amphitheater area - Earlewood Park

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)

Northwood / Earlewood
Earlewood / Park side
Park side lower Ballfield

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

12:00 - 7:00pm

11:00 - 8

e-mail

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12:00 - 7:00pm

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.)*

3:00 - 6:30

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 (shardis@columbiasc.net), 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.

**With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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; ctgdadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; shardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rhall@columbiasc.net - parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; p.osborne@columbiasc.net - park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; brmmurphy@columbiasc.net - street closing

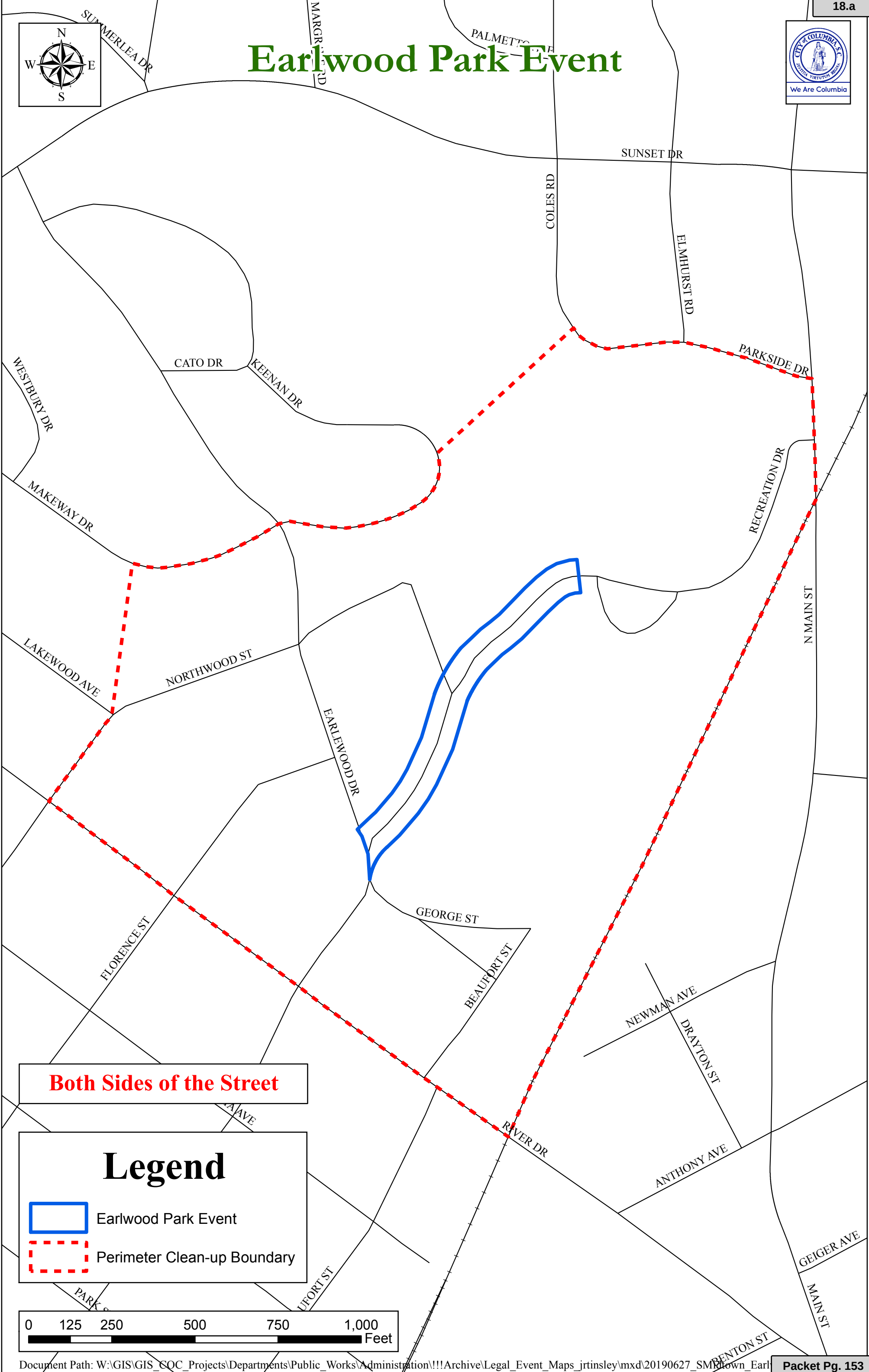
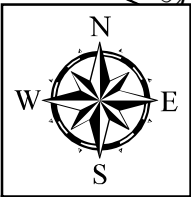
Last revised: 1/2017

R2019-053

1900-1



Earlwood Park Event

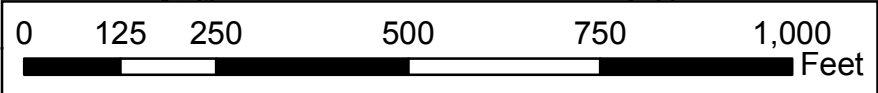


Both Sides of the Street

Legend

Earlwood Park Event

Perimeter Clean-up Boundary



RESOLUTION NO.: R-2019-054

Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 20, 2019

WHEREAS, the Stephen Siller Tunnel to Towers Foundation ("Sponsor") is sponsoring the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders, on Friday, September 20, 2019 from 6:30 p.m. until 10:00 p.m. in the 1000 block of Lincoln Street between Senate Street and Pendleton Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 20, 2019 from 5:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:30 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 6:30 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:30 p.m. and 9:30 p.m. on Friday, September 20, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; 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 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 festival 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 Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival 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 area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1000 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and 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. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, September 20, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

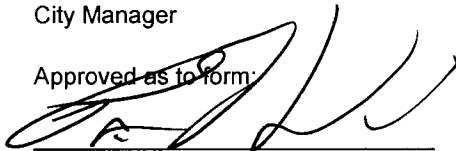
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

DATE OF REQUEST 06/06/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mike Sonefeld
msonefeld@irmofire.org
803-513-8148
803-798-4680 fax

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Tunnel to Towers 5K walk/Run

DATE(S) OF EVENTS: (monthly can be on one request)

September 20th 2019

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.)

Rain or shine event

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1101 Lincoln St. CMCC / between Senate St. and Pendleton St.

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)

1000 to 1100blk of Lincoln St. both directions from Senate St. to Pendleton St.

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

5:00 pm to 11:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6:30 pm to 10:00 pm

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.)*

6:30 pm to 9:30 pm

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 (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 867, 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

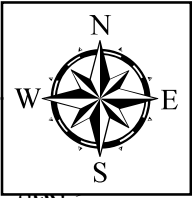
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

190016006/20190520

Packet Pg. 156



Tunnel to Towers 5K Run/Walk

Both Sides of the Street

Legend

-  Tunnel to Towers 5K Run/Walk
-  Perimeter Clean-up Boundary

0 75 150 300 450 600 Feet

RESOLUTION NO.: R-2019-058

Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 2100 block of Greene Street adjacent to Group Therapy on Saturday, October 26, 2019

WHEREAS, Group Therapy ("Organizer") is sponsoring the Chili Cook Off in Five Points in the 2100 block of Greene Street between Harden Street and Pavilion Avenue, excluding the eastern lanes of the 2100 block of Greene Street from the entrance to the Post Office to Pavilion Avenue, on Saturday, October 26, 2019; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the 2100 block of Greene Street between Harden Street and Pavilion Avenue, excluding the eastern lanes of the 2100 block of Greene Street from the entrance to the Post Office to Pavilion Avenue from 6:00 a.m. until 8:00 p.m. Saturday, October 26, 2019 for preparation of the event, staging of the event, crowd control and overflow during the event to be held on Saturday, October 26, 2019 from 8:00 a.m. until 7:00 p.m.; and for patrons to consume beer and wine beverages only at the event on October 26, 2019 from 11:00 a.m. until 6:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 6:30 p.m. on Saturday, October 26, 2019; 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 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 cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; 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 area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 2100 block of Greene Street between Harden Street and Pavilion Avenue, excluding the eastern lanes of the 2100 block of Greene Street from the entrance to the Post Office to Pavilion Avenue, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks

and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 700 block of Pavilion to the entrance of the Post Office, the 2100 block of Greene Street between Harden Street and Pavilion Avenue, excluding the eastern lanes of the 2100 block of Greene Street from the entrance to the Post Office to Pavilion Avenue, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of alcoholic beverages shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 26, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

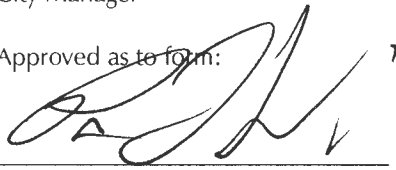
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

6-24-2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Steve Tanevich
Coachtr18@gmail.com
864-441-2633

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

32nd Annual Chili-Cook-off
Fund Raiser for Special Olympics

DATE(S) OF EVENTS:

10/26/2019

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)

2100 Block Greene Street

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)

2100 Block Greene street

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

6:00 AM - 8:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12:00 pm - 7:30 pm

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.)*

12:00 pm - 7:00 pm

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

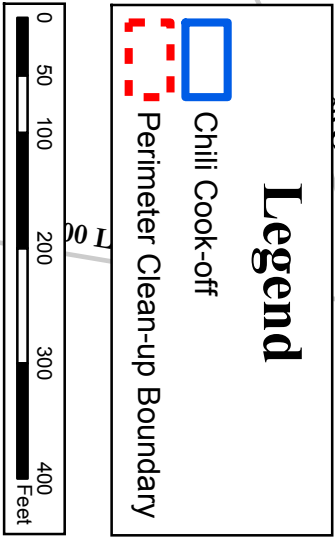
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net **parade permit, police**Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net **park reservations**Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

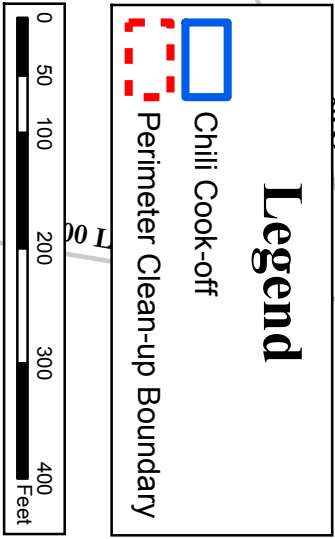
Last revised: 1/2017



Chili Cook-off in Five Points



Both Sides of the Street



Legend

Chili Cook-off

Perimeter Clean-up Boundary

Both Sides of the Street

M.L.K. Park

Post Office Entrance

RESOLUTION NO.: R-2019-068

*Authorizing consumption of beer and wine only at the
Blanding Street Italian Dinner on Sunday, September 15, 2019*

WHEREAS, Villa Tronco ("Sponsor") is sponsoring the Blanding Street Italian Dinner on Sunday, September 15, 2019 in the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 4:00 p.m. until 10:00 p.m. of the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots, for set up, clean up, and staging of the event to be held on Sunday, September 15, 2019 from 5:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 5:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 5:00 p.m. until 9:30 p.m. on Sunday, September 15, 2019; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that 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 all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, September 15, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager _____

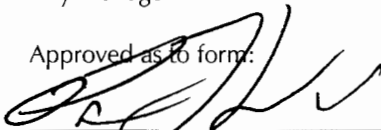
Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:



Senior Assistant City Attorney

Introduced:

Final Reading:

City Clerk _____

DATE OF REQUEST 07/17/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Joe Roche
Carmella@Villatronco.com
803-256-7677 (Phone)
803-256-4336 (Fax)

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Blanding Street Italian Dinner

DATE(S) OF EVENTS: (monthly can be on one request)

9/15/2019

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.)

N/A

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1200 Block of Blanding Street between Main Street and Sumter St

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)

1200 Block of Blanding Street between Main Street and Sumter St

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

4:00 PM- 10:00 PM

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 PM- 10:00 PM

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.)*

5:00 - 9:30 PM

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 (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, AT 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 should end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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, Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

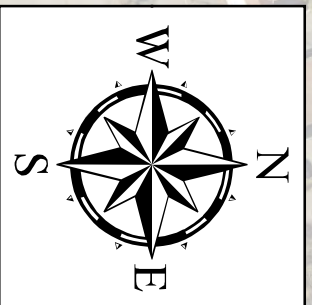
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2011



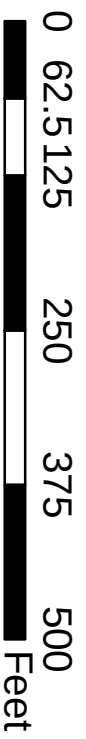
Italian Street Dinner



Road Closure Barricade

Italian Street Dinner

Perimeter Cleanup Boundary



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\111 Archive\Legal_Event_Maps_jrinsley\mxd\20190722_ItalianStreetDinner.mxd

1800 PARK ST

1000 LAUREL ST

AND ST

1100 RICHLAND ST

1800 ASSEMBLY ST

1700 ASSEMBLY ST

1100 LAUREL ST

1600 ASSEMBLY ST

1100 BLANDING ST

1700 MAIN ST

1200 LAUREL ST

18

1600 MAIN ST

1200 BLANDING ST

1700 SUMTER ST

500 LAUREL ST

1702 MARION ST

1400 BLANDING ST

1600 MARION ST

1300 TAYLOR ST

1500 MARION ST

1300 HAMPTON ST

RESOLUTION NO.: R-2019-075

*Authorizing consumption of beer and wine beverages only at Jerry Fest
at the Five Points Fountain on Sunday, October 6, 2019*

WHEREAS, the Five Points Association is sponsoring Jerry Fest on Sunday, October 6, 2019 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 2:00 p.m. until 10:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 3:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 3:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale beer and wine beverages only is authorized between the hours of 3:00 p.m. and 9:30 p.m. on Sunday, October 6, 2019 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; 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 within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 1998 Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of

Last Revised: 7/24/2019
19002345

the City of Columbia, South Carolina, 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, October 6, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

City Attorney _____

Introduced:

Final Reading:

ATTEST:

City Clerk _____

DATE OF REQUEST

July 23, 2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Five Points Association / Kelsey Desender

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

JerryFest (free outdoor concert)

DATE(S) OF EVENTS:

Sunday, October 6th, 2019

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.)

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Saluda Avenue, between the fountain and the Starbucks building
2000 block of Greene Street, from Publico to the Harden Street Intersection (see page 2)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)Saluda Avenue, between the fountain and the Starbucks building
2000 block of Greene Street, from Publico to the Harden Street Intersection (see page 2)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

2:00pm - 10:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

3:00pm - 10:00pm

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.)*

3:00pm - 9:30pm

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

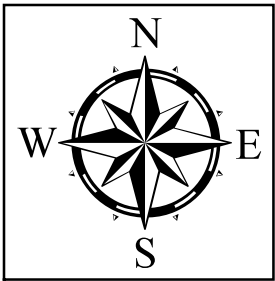
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net **parade permit, police**Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net **park reservations**Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

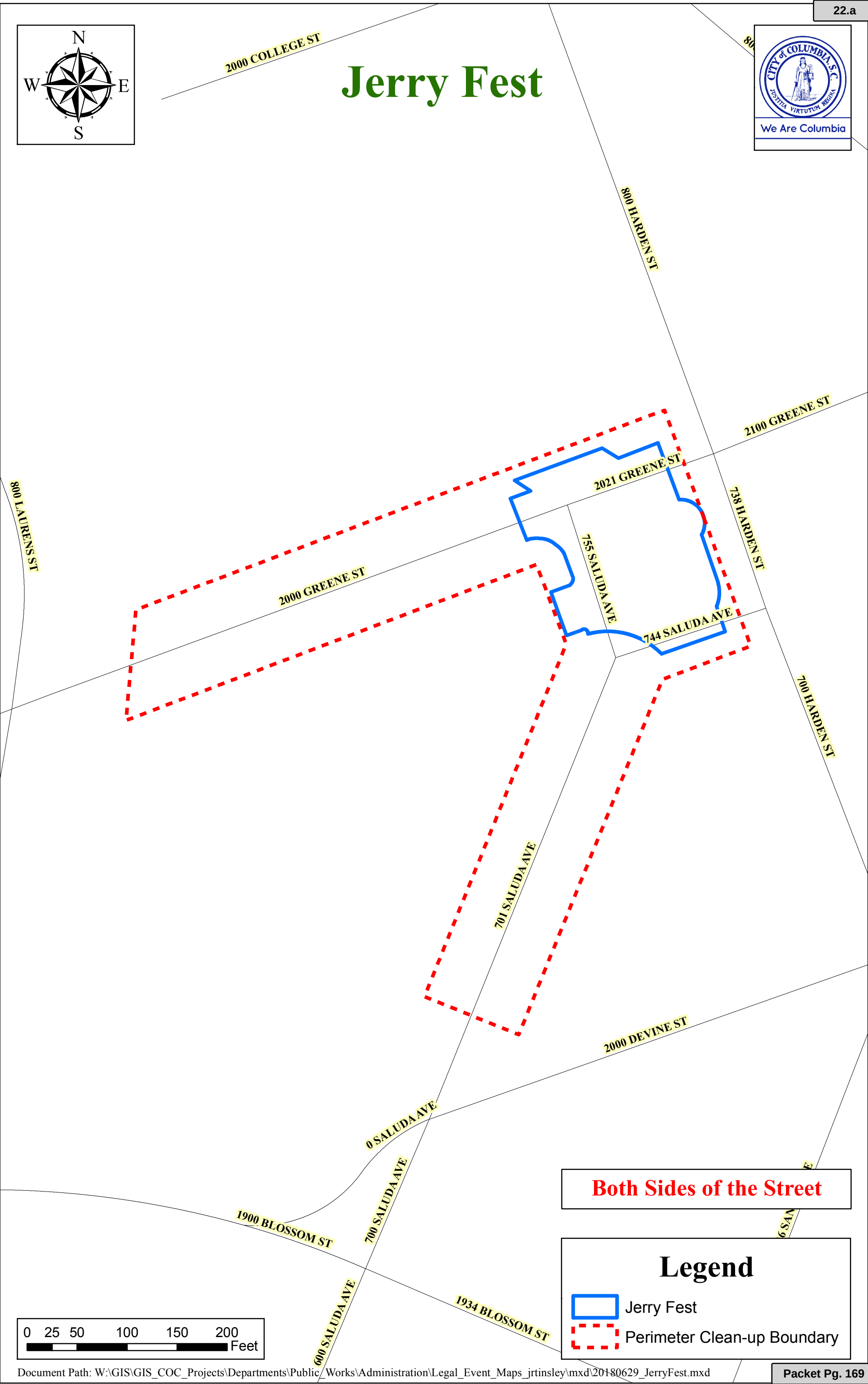
Last revised: 1/2017

R-2019-075

Packet Pg. 168



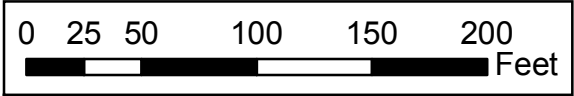
Jerry Fest



Both Sides of the Street

Legend

- Jerry Fest
- Perimeter Clean-up Boundary



The City of Columbia Community Development Department is the Winner of the **2019 John A. Sasso National Community Development Week Award** for Planning & Implementation of its National Community Development Week Celebration. The City of Columbia Community Development Department received this award on June 21, 2019 at the NCDA 50th Anniversary Conference by the National Community Development Association (NCDA).



ORDINANCE NO.: 2019-022

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, to add Article VII Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors

WHEREAS, the ability of people with records to successfully reintegrate into their communities contributes to reduced recidivism, strengthens families, and leads to safer communities; and,

WHEREAS, people with records suffer from pervasive discrimination in many areas of life, including employment, housing, education, and eligibility for many forms of social service benefits; and,

WHEREAS, certain populations are arrested, convicted, and incarcerated in numbers disproportionate to their representation in the population as a whole; and,

WHEREAS, many people with records in the City are likely to be unemployed or underemployed; and,

WHEREAS, people with records represent a workforce that have skills to contribute and a desire to add value to their community; and,

WHEREAS, the City of Columbia seeks to assist the rehabilitation of people with records and ensure healthier, safer communities; and,

WHEREAS, studies indicate that stable employment is one of the best predictors of post-conviction success; and,

WHEREAS, states and cities across the country have adopted fair chance hiring policies to remove unfair barriers to employment of people with records; and,

WHEREAS, the U.S. Equal Employment Opportunity Commission, to maximize compliance with federal anti-discrimination law, recommends delaying inquiry of a job applicant's conviction history and considering the job-relatedness of the conviction taking into account length of time since conviction, and providing an individualized assessment affording the opportunity to correct any inaccuracies and to submit evidence of mitigation or rehabilitation; and,

WHEREAS, it is the public policy of the City to encourage the employment of people previously convicted; and,

WHEREAS, it is the public policy of the City to encourage the employment of people previously convicted; and,

WHEREAS, the gender wage gap has narrowed by less than one-half a penny per year in the United States since 1963, when the Congress passed the Equal Pay Act, the first law aimed at prohibiting gender-based pay discrimination, according to the National Committee on Pay Equity; and,

WHEREAS, in August of 2016, Massachusetts became the first state to enact a law prohibiting employers from seeking or requiring a prospective employee's wage history; and,

WHEREAS, since women are paid on average lower wages than men, basing wages upon a worker's wage at a previous job only serves to perpetuate gender wage inequalities and leave families with less money to spend on food, housing, and other essential goods and services; and,

WHEREAS, salary offers should be based upon the job responsibilities of the position sought and not based upon prior wages earned by the applicant; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration is hereby amended to add Article VII

Conviction and Wage History Prohibition in City Employment and by City Contractors and City Vendors, to read as follows:

ARTICLE VII. CONVICTION AND WAGE HISTORY PROHIBITION IN CITY EMPLOYMENT AND BY CITY CONTRACTS AND CITY VENDORS

Sec. 2-351. Purpose.

The purpose of this article is to ensure that the hiring practices of the City of Columbia do not, and urge private employers and government contractors doing business with the City of Columbia, to not unfairly deny people with arrest and conviction records employment and to further encourage rehabilitation of people with records to strengthen communities as well as to ensure that salary offers are based upon the job responsibilities of the position sought and not based upon the prior wages earned by the applicant.

Sec. 2-352. Definitions.

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

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

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

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

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

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

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

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

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

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

Sec. 2-353. Considering Conviction History in Employment Decisions

(a) *Identifying position as requiring background check.* The employer shall not conduct background checks on applicants unless the employer has made a good faith determination that the relevant position is of such sensitivity that a background check is warranted or if a background check is required by law.

(b) *Posting job announcements.* All job announcements and position descriptions shall contain the following information if the position requires a background check, unless otherwise required by law: "This position is subject to a background check for any convictions directly related to its duties and responsibilities. Only job-related convictions will be considered and will not automatically disqualify the candidate."

(c) *Job applications.* Job applications shall not inquire into an applicant's conviction history.

(d) *Notice of rights.* Prior to any conviction history check, the employer shall send the applicant a conditional offer letter, notice of rights under this ordinance, and a request for authorization to conduct a background check, if so required.

(e) *Limitation to conviction history.* The employer shall not use or access the following criminal records in relation to a background check: records of arrest not followed by a valid conviction, sealed, dismissed, or expunged convictions, misdemeanor convictions where no jail sentence can be imposed, and infractions.

(f) *Conviction history inquiry.* The employer shall not inquire into or consider an applicant's conviction history until after the applicant has received a conditional offer. If the employer is considering the conviction history of the applicant, the employer shall consider job-related convictions only. If a statute explicitly requires that certain convictions are automatic bars to employment, then those convictions shall be considered as well. Otherwise, no person shall be disqualified from employment, solely or in part because of a prior conviction, unless it is a job-related conviction. In determining if a conviction is job-related, the employer shall consider:

- (1) Whether the conviction is directly related to the duties and responsibilities of that employment position;
- (2) Whether the position offers the opportunity for the same or a similar offense to occur;
- (3) Whether circumstances leading to the conduct for which the person was convicted will recur in the position; and
- (4) The length of time since the offense occurred.

(g) *Pre-adverse action notice.* If an applicant's conviction history contains information that may be the basis for an adverse action, the employer shall:

- (1) Identify the conviction item(s) that are the basis for the potential adverse action;
- (2) Provide a copy of the conviction history report, if any;
- (3) Provide examples of mitigation or rehabilitation evidence that the applicant may voluntarily provide; and,
- (4) Provide the applicant with an individualized assessment as described below.

(h) *Individualized assessment.* A job-related conviction shall not be the basis for an adverse action if the applicant can show evidence of mitigation or rehabilitation and present fitness to perform the duties of the position sought. The applicant shall have ten (10) business days, after issuance of the notice, to respond with any information rebutting the basis for the adverse action, including challenging the accuracy of the information and submitting mitigation or rehabilitation evidence. The employer shall hold the position open until it makes the final employment decision based on an individualized assessment of the information submitted by the applicant and the factors recommended by the U.S. Equal Employment Opportunity Commission.

(i) *Evidence of mitigation or rehabilitation.* Evidence of mitigation or rehabilitation may be established by:

- (1) Evidence showing that at least one year has elapsed since release from any correctional institution without subsequent conviction of a crime; and evidence showing compliance with terms and conditions of probation or parole; or
- (2) Any other evidence of mitigation or rehabilitation and present fitness provided, including, but not limited to, letters of reference.

(j) *Final notice.* If the employer makes an adverse decision, the applicant shall be informed of the final decision and that he or she may be eligible for other positions.

(k) *Confidentiality.* Any information pertaining to an applicant's background check obtained in conjunction with the hiring process shall remain confidential, and shall not be used, distributed, or disseminated by the employer or any of its agencies, or its vendors, to any other entity, except as required by law.

Sec. 2-354. Prohibition on Inquiries into Wage History.

(a) *Prospective employees.* The City shall not inquire about a prospective employee's wage history, require disclosure of wage history, or condition employment or consideration for an interview or employment on disclosure of wage history, or retaliate against a prospective employee for failing to comply with any wage history inquiry or for otherwise opposing any act made unlawful by this ordinance.

(b) *Salary or contract negotiations.* The City shall not rely on the wage history of a prospective employee from any current or former employer of the individual in determining the wages for such individual at any stage in the employment process, including the negotiation or drafting of any employment contract, unless such applicant knowingly and willingly disclosed his or her wage history to the employer, employment agency, employee, or agent thereof.

(c) *Job applications.* Job applications shall not inquire into an applicant's wage history.

Sec. 2-355. Vendors

(a) The City encourages vendors that do business with the City to adopt and employ conviction and wage history policies, practices, and standards that are consistent with City standards outlined in this chapter.

(b) During the bid or contracting process, the Awarding Authority can review all vendors' conviction and wage history policies for consistency with City standards. The vendors' conviction and wage history standards can be part of the criteria to be evaluated by the City when determining whether to award a City contract. Further, the City will be able to evaluate a vendor's execution of the conviction and wage history standards as a part of the performance criteria of said City contract(s). The Awarding Authority can, if it so chooses, consider these conviction and wage history standards when considering all City contracts.

Sec. 2-356. Compliance

(a) *Records.* The employer shall retain application forms, records of employment, and other pertinent data and records required under this chapter, including but not limited to, communication with the applicant, for a minimum of three years, and shall allow access to such records to appropriate entities if a dispute shall arise regarding the provisions of this chapter.

(b) *Data Collection.* The employer shall maintain a record of the number of positions requiring background checks and for those positions, shall maintain a record of the number of applicants and the number of applicants who were provided a conditional offer. In addition, the employer shall maintain a record of the number of applicants with a record for a position:

- (1) who were provided a pre-adverse action notice;
- (2) who provided evidence of mitigation or rehabilitation;
- (3) who were provided a final adverse notice; and
- (4) who were hired.

This ordinance shall be effective upon final reading.

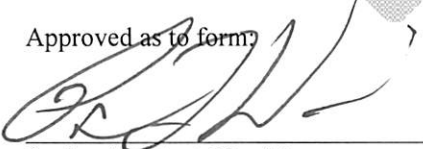
Requested by:

Mayor Benjamin

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

ORDINANCE NO.: 2019-043

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service, are amended to read as follows:

ARTICLE I. IN GENERAL.

Sec. 23-1. Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution Rule to show cause on civil penalties and hearings on administrative orders.

(a) Order Rule to show cause. Whenever the city manager shall have reasonable information that any person has violated any ordinance or regulation of the city relating to wastewater collection and treatment or water treatment and distribution, or that such person has violated any permit, permit condition or final determination of the city as required by state or federal law, he shall may issue a rule to show cause requiring the person to appear and show cause why civil penalties should not be imposed. A notice of the hearing shall be served at least ten (10) days prior to the hearing. If mailed, service of the notice is effective upon mailing.

(b) Hearing on administrative orders. Any person who has been issued an administrative order under this Chapter 23 may request a hearing by filing a request for hearing within fifteen calendar days of the date of issuance of the administrative order. The request shall be filed with the city clerk and shall include reference to the administrative order and the reasons for the request for a hearing.

(bc) Hearing officers; determination of penalties. The city council shall from time to time designate by resolution hearing officers who shall conduct hearings and make determinations upon those matters identified in rules to show cause or administrative orders issued in accordance with this section. The Chapter 23. For a rule to show cause, the hearing officer in each case shall determine whether penalties shall be imposed, and the amount of such penalties, subject to the limitations contained in S.C. Code 1976, § 6-11-285.

(ed) Hearing procedures. Hearing The hearing procedures shall be, to the extent practically possible, conducted in accordance with the following procedures: contained in regulation 61-72 of the state department of health and environmental control.

The hearing shall be conducted within 60 days of the filing of a rule to show cause or a request for review of an administrative order; provided, however, that a hearing shall be conducted for review of a cease and desist order or an administrative order for revocation of a permit within 15 days of filing a request for review with the city clerk;

The hearing officer shall observe the rules of evidence as applied in civil cases in the court of common pleas;

All testimony shall be taken under oath and all parties shall have the right to cross-examination of the witness;

The hearing shall be recorded by a certified court reporter and may be transcribed at the request of any party at the expense of the requesting party.

The party requesting review of an administrative order shall bear the burden of proof to establish matters by a preponderance of the evidence, and the city shall bear the burden of proof in a rule to show case for the imposition of penalties;

The party having the burden of proof shall present its case first;

The hearing office shall issue a written decision on the matters identified in the rule to show cause or administrative order with 30 days of the hearing;

A rule to show cause or request for review of an administrative order may be amended only by leave of the hearing officer;

Service of a rule to show cause, administrative order, request for review of an administrative, notice of hearing, and decision of the hearing officer under this section shall be by personal delivery or by first-class mail.

The city may promulgate regulations to establish hearing procedures not otherwise established in this section.

(e) The decision of a hearing officer under this section may be appealed to court of common pleas for Richland County as provided by law.

ARTICLE IV. WASTEWATER SERVICE

Sec. 23-101. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means the city engineer or his duly authorized representative. When the application to discharge involves industrial waste, the permit must be approved by the approving authority and the director of the utilities or his representative.

Authorized representative of an industrial user means:

(1) A responsible corporate officer if the industrial user submitting the reports required by paragraph 23-105(n) of this section is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy- or decision-making functions for the corporation, or

(ii) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) a general partner or proprietor if the industrial user is a partnership or sole proprietorship, respectively; or

(3) a duly authorized representative of the individual designated in subparagraph (1) or (2) above if:

(i) The authorization is made in writing by the individual described in (1) or (2);

(ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(iii) The written authority is submitted to the control authority.

(4) If an authorization under subparagraph (3) of this section is no longer accurate because a different individual or position has responsibility for the overall operations of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subparagraph (3) of this section must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative.

BOD means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter, in accordance with testing methods established under 40 CFR Part 136.

Best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Color means the color of the light transmitted by the waste solution after removing the suspended material, including the pseudo-colloidal particles.

Control authority means the director of utilities or his duly authorized representative.

Day means a calendar day. Computation of time shall be in accordance with section 1-2.

Domestic waste means that liquid from bathrooms, shower rooms, toilet rooms, sinks, kitchens, laundry facilities located in residences, apartments, hotels, motels, restaurants, cafeterias, office buildings, schools and commercial establishments.

Industrial user or user means any user of the publicly owned treatment works POTW that discharges nondomestic waste.

Industrial discharge means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977 or Section 48-1-90 of the South Carolina Pollution Control Act.

Industrial waste and other pollutants means any of the following: means any waste discharged into the POTW which is not domestic waste.

(1) Liquid wastes, other than domestic wastes, resulting from processes or operations employed in industrial establishments;

(2) Liquid wastes, other than domestic wastes, that are discharged from establishments providing special services; and/or

(3) Contaminated groundwater.

Instantaneous limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal;
and

(2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine, Research and Sanctuaries Act, and the South Carolina Pollution Control Act.

Local limit means a specific discharge limit developed and enforced by the city on industrial users to implement the general and specific discharge prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b).

Monthly average means the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

National pretreatment standard, pretreatment standard, or standard means any regulation containing pollution discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean Water Act which applies to industrial users. This term includes local limits established pursuant to S.C. Reg. 61-9.403.5.

New source shall mean:

(1) any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
(ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
(iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered;

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section 1(ii) or 1(iii) of this section, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this section has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous onsite construction program:
(A) Any placement, assembly, or installation of facilities or equipment; or
(B) Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal waste means that waste having a BOD (~~denoting biochemical oxygen demand~~) concentration of 200 milligrams per liter or less, and suspended solids concentration of 200 milligrams per liter or less.

Pass through means a discharge which exits the POTW into water of the State or of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Person means any individual, firm, company, association, corporation, or municipal corporation other than the city.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. The stabilized pH of waste will be considered to be a pH which is within the specified pH limits after a sample of the waste has been subjected to aeration.

Properly shredded waste means the organic wastes resulting from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle being greater than one-half inch in any dimension.

Receiving stream and waters of the state mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof and which receive the discharge from a wastewater treatment plant or are formed by the effluent from a wastewater treatment plant.

Sanitary sewer means a sewer intended to receive domestic waste, industrial waste and other waterborne pollutants, except that of the type expressly prohibited by this article.

Sanitary sewerage system or POTW means all or any part of the lateral sewers, collecting sewers, district sewers, intercepting sewers, wastewater pumping stations, waste treatment facilities and outfall sewers owned by the city and/or administered by the city.

Significant industrial user means:

- (1) ~~Except as provided in subsection (3) and (4) below, any industrial user subject to national categorical pretreatment standards, or any noncategorical industrial user which; or~~
- (2) ~~Except as provided in subsection (3) and (4) below, any other industrial user which:~~
 - (4-i) ~~Discharges an average 25,000 gallons per day or more of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewaters); or~~
 - (2-ii) ~~Contributes a process wastewater which makes up five percent or more of the average dry weather hydraulic or organic capacity (BOD, TSS, etc.) of the treatment facilities; or~~
 - (3-iii) ~~Has a reasonable potential in the opinion of the approving control authority to adversely affect the treatment facilities (inhibition, pass-through of pollutants, sludge contamination or endangerment of treatment personnel) operation of the POTW or to violate any pretreatment standard or requirement (in accordance with S.C. Reg. 61-9.403.8(f)(6)).~~
- (3) ~~The control authority may determine that an industrial user subject to categorical pretreatment standards under S.C. Reg. 61-9.403.6 and 40 CFR chapter I, subchapter N is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:~~
 - (i) ~~The industrial user, prior to the control authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;~~
 - (ii) ~~The industrial user annually submits the certification statement required in S.C. Reg. 61-9.403.12(q) together with any additional information necessary to support the certification statement; and~~
 - (iii) ~~The industrial user never discharges any untreated, concentrated wastewater.~~
- (4) ~~Upon a finding that an industrial user meeting the criteria in the paragraph above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with S.C. Reg. 61-9.403.8(f)(6), determine that such industrial user is not a significant industrial user.~~

Significant noncompliance means any of the following:

- (1) ~~Chronic violations of discharge limits in which 66 sixty-six percent or more of the measurements exceed taken for the same daily maximum limit or the same average limit in a six-month pollutant parameter during a six (6) month period exceed (by any magnitude of exceedance) a numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits;~~
- (2) ~~Technical review criteria violations in which 33 thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than 1.4 or 40 percent for conventional pollutants (taken for the same pollutant parameter during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits, multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, and fats, oil, and grease) or more than, and 1.2 or 20 percent for all other pollutants, in a six-month period except pH);~~
- (3) ~~Any other violation of an effluent limit (average or a pretreatment standard (daily maximum, long-term average, instantaneous limit, or narrative standard) that the control authority believes/determines has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through or endangered (including endangering the health of sewage treatment city personnel or the public);~~
- (4) ~~Any discharge of a public pollutant which that has caused imminent endangerment to human health or welfare or to the environment and/or has resulted in action by the approving the POTW's exercise of its emergency authority under S.C. Reg. 61-9.403.8(f)(1)(vi)(B) to halt or prevent such a discharge;~~
- (5) ~~Violations of Failure to meet, within 90 days after the schedule date, a compliance schedule milestones/milestone contained in a local control mechanism or enforcement order for starting construction, completing construction and, or attaining final compliance by 90 days or more after the schedule date;~~

(6) Failure to provide, within 45 days after the due date, required reports for ~~compliance schedules, self-monitoring data or categorical standards (such as baseline monitoring reports, 90-day compliance reports and, periodic self-monitoring reports, and reports on compliance with compliance schedules)~~ within 30 days from the due date;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations ~~which the approving authority considers to be significant, which may include a violation of best management practices, which the control authority determines will adversely affect the operation or implementation of the local pretreatment program.~~

Slug load or slug discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 23-102 of this article. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or industrial user permit conditions.

Strength of waste means the concentration, expressed in milligrams per liter of BOD, suspended solids or compounds (substances) contained in the liquid waste.

Suspended solids means solids that either float on the surface of or are suspended in water or liquid waste, and which are removable by laboratory filtration.

Testing methods shall be as described in 40 CFR 136 and amendments thereto.

Unpolluted water or waste means any water or waste containing none of the following: free or emulsified grease or oil; acids or ~~alkalies~~ alkalines; phenols or other substances imparting taste and odor in receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; and noxious or odorous gases. Unpolluted water or waste shall contain not more than ten milligrams per liter of BOD. Unpolluted water or waste normally shall include:

- (1) The discharge from rain downspouts and drains.
- (2) The discharge from surface water and stormwater drains.
- (3) The discharge from air conditioning systems.
- (4) Cooling waters containing no free or emulsified greases or oils, no acids or alkalies, no phenols or other

substances imparting taste and odor in receiving waters, no toxic or poisonous substances (whether in suspension, in colloidal state or in solution), and no noxious or odorous gases.

Unpolluted water or waste shall also mean any water or waste judged by the ~~bureau of water pollution control of the state~~ South Carolina Department of Health and Environmental Control (SCDHEC) to be admissible to streams and watercourses under the jurisdiction of ~~the bureau of water pollution control of the state~~ SCDHEC, and in accordance with the standard of water quality established by ~~the state department of health and environmental control~~ SCDHEC for the particular stream or watercourse into which such unpolluted water or waste is to be discharged.

Sec. 23-102. Prohibited discharges.

(a) No person shall discharge or cause to be discharged into any portion of the sanitary sewerage system, directly or indirectly, any waste which may violate any law or governmental regulation, may create interference or pass through, or have an adverse or harmful effect on the sanitary sewerage system, maintenance personnel, wastewater treatment plant personnel or equipment, treatment plant effluent quality, or public or private property, or which may otherwise endanger the public or the local environment or create a nuisance. Discharges of the following are prohibited:

(1) Any gasoline, benzene, naphtha, acetone, solvent or fuel oil or any liquid, solid or gas that would cause flammable or explosive conditions, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.

(2) Any quantities of rainwater, stormwater, groundwater, street drainage, water from yard fountains, ponds or lawn sprays, or any other unpolluted water, except as provided in this article.

(3) Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations for any wastewater constituent.

(4) Any wastes containing dissolved sulfides in amounts which would be hazardous, cause damage to the sanitary sewerage system, or create a public nuisance.

(5) Any waste, liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).

(6) Any waste that will increase the temperature of the treatment plant influent to greater than 104 degrees Fahrenheit (40 degrees Celsius).

(7) Any wastes requiring the introduction of an excessive quantity of chlorine or any other chemical compound for sewage treatment purposes which has potential to adversely affect the operation of the POTW or cause a violation of any requirement of the POTW's NPDES permit.

(8) Any quantities of deionized water, steam condensate or distilled water.

(9) Any waste producing discoloration of wastewater or treatment plant effluent.

- (10) Any waste containing substances that may precipitate, solidify or become viscous at temperatures between 50 degrees Fahrenheit (ten degrees Celsius) and 100 degrees Fahrenheit (38 degrees Celsius).
- (11) Any quantities of garbage or waste that are not ground sufficiently to pass through a one-half-inch screen.
- (12) Any quantity of blow-down or bleed water from cooling towers or other evaporative coolers exceeding one-third of the makeup water.
- (13) Any quantity of single pass cooling water, surface water, roof runoff and subsurface drainage unless specifically authorized by the control authority.
- (14) Recognizable portions of the human anatomy.
- (15) Any water or waste containing more than 100 milligrams per liter of fat, oil or grease, ~~exclusive of soap or any amount of petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin that will interfere with or pass through the waste treatment facilities.~~
- (16) Any waste that has not been properly shredded.
- (17) Any ashes, cinders, sand, mud, straw, shavings, lint, glass, rags, metals, feathers, tar, plastics, wood, paunch manure, insulation materials, fibers of any kind, stock or poultry feeds, processed ~~grains~~, viscera or other solid or viscous substance capable of causing obstruction to flow in sewers or interference with proper operation of waste treatment facilities.
- (18) Any waters or wastes having a stabilized pH lower than 6.0 or higher than 9.0, or having properties capable of either causing damage or creating a hazard to structures, equipment and ~~personnel~~ of the sanitary sewerage system and waste treatment facilities.
- (19) Any waters or wastes having a BOD concentration in excess of 300 milligrams per liter, except as provided in this article.
- (20) Any waters or wastes having a suspended solids concentration in excess of 300 milligrams per liter, except as provided in this article.
- (21) Any waters or wastes containing contaminants, including oxygen-demanding pollutants, of such character or in such quantity as will not be amenable to the waste treatment processes, or will injure or interfere with the waste treatment processes, or will constitute a hazard to humans or animals, or will create a hazard in the stream or watercourse receiving the effluent from the waste treatment plant.
- (22) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required in the handling or treatment of such waste materials at the waste treatment plant.
- (23) Any noxious or malodorous gas or substance capable of creating a public nuisance, or any substance or compound which, when introduced into a reducing environment such as might exist in the sanitary sewerage system, might cause the evolution of a malodorous gas and thereby create a public nuisance.
- (24) Any pollutant which could result in the presence of toxic gases, vapors or fumes within the sanitary sewerage system in a quantity that may cause acute worker health and

Sec. 23-103. Discharge of industrial waste.

(a) *Generally.* It is the desire and intent of the city to cooperate with industry in the effort to improve quality, prevent impairment of quality, or maintain quality of streams in the Columbia area in accordance with water quality standards established by the state department of health and environmental control (SCDHEC) for the various streams and watercourses in the Columbia area. To this end, the city may permit the discharge of industrial waste into the sanitary sewerage system provided that:

- (1) Sewerage capacity is available on a basis compatible with the best overall use of the sewer;
- (2) The waste being discharged or proposed to be discharged is amenable to treatment by the processes employed in the ~~wastewater~~ treatment plants of the city;
- (3) The waste being discharged or proposed to be discharged will not cause damage to the sanitary sewerage system and/or ~~wastewater~~ treatment facilities, and will not constitute a hazard to humans and animals or be capable of creating a public nuisance;
- (4) The concentration of substances, compounds and elements in the waste being discharged or proposed to be discharged does not exceed the limits established by the city or federal pretreatment standards; and
- (5) Any person now discharging or proposing to discharge waste shall fully comply with this article.

Applications for permits to discharge industrial waste into the sanitary sewerage system of the city will be reviewed by the ~~approving control~~ authority on this basis.

(b) *Required information.* Any person discharging or any person desiring to discharge industrial waste into the sanitary sewerage system shall submit with his application to the ~~approving control~~ authority a complete chemical analysis of the waste being discharged or proposed to be discharged, including concentrations of BOD and suspended solids contained therein. Such person shall also submit pertinent flow data, including rates and duration, and a description of ~~his~~ their operations, and a ~~wastewater~~ stream schematic. Should the waste from such person's operations be deemed to be ~~inadmissible~~ unsuitable for discharge into the sanitary sewerage system because of objectionable character as defined by this article, because of concentration of elements or substances in excess of the limits established by the ~~approving control~~ authority, or because of flow characteristics incompatible with the best use of the receiving sewer, the ~~approving control~~ authority will not approve the discharge of such waste into the sanitary sewerage system until such person has employed, at his own expense, methods and processes of pretreatment as will render the waste ~~admissible~~ suitable for discharge to the sanitary sewerage system in accordance with this article.

(c) Criteria for approval. The ~~approving control~~ authority will not specify, suggest or recommend equipment, structures or arrangements comprising the pretreatment processes. Approval of discharge of industrial waste by any person will be given only on the basis of performance of pretreatment processes (if pretreatment should be required). Approval given to any person for discharge of industrial waste, whether pretreated or not, into the sanitary sewerage system shall in no ~~wise way~~ relieve such person of the responsibility of full compliance with this article at all times.

(d) Flow equalization. To effectively utilize the capacity of the sanitary sewerage system and to facilitate operation of the ~~wastewater~~ treatment facilities, it may be desirable that discharge of industrial waste into the sanitary sewerage system be done at a uniform rate of flow over a period of 24 hours or by bulk discharge at specific periods of time. In order to accomplish this purpose, any person discharging or proposing to discharge industrial waste into the sanitary sewerage system shall provide, at his own expense, a holding tank from which such waste shall be discharged at a specified rate of flow over a 24-hour period. This requirement may be waived provided that:

- (1) The total daily waste flow from the establishment of such person ~~does not exceed~~ 50,000 gallons;
- (2) The maximum rate of discharge from the establishment ~~does not exceed~~ 100 gallons per minute; and
- (3) In all other respects, the discharge of such waste is in full compliance with this article.

(e) Holding tank wastes. Any person proposing to discharge any ~~holding tank~~ industrial wastes into the sanitary sewerage system must secure a permit in accordance with this article. A ~~separate~~ permit must be ~~secured~~ for each separate discharge unless it can be demonstrated that the wastewater is routinely produced and is of such quantity and quality as to be in compliance with the permit. It shall be the responsibility of the owner of the holding tank or other similar facility to secure the permit from the city.

(f) Septic tank trucks. Owners of septic tank trucks or of ~~other~~ methods of transportation utilized in the conveyance of wastes into the sanitary sewerage system, or their lessees, shall also secure a permit. The terms and conditions of the permit may include but shall not be limited to the following:

- (1) Maximum permissible composite concentration of ~~wastewater~~ constituents.
- (2) Limits on rate and time of discharge or requirements for flow regulation.
- (3) Requirements for inspection and sampling.
- (4) Requirements for recording, maintaining and reporting information concerning the origin of each tank truck load, and identification of industrial contributors to the load by permit number.
- (5) Prohibition of discharge of certain wastewater constituents.
- (6) Other conditions as deemed appropriate by the ~~approving control~~ authority to ensure compliance with this article.

(g) General guidelines. As stated in this section, the discharge of any industrial waste or pollutant by any person shall be considered to be an ~~individual problem, and event unique to that person, and an~~ individual application shall be made by any person discharging or proposing to discharge any industrial waste or pollutant into the sanitary sewerage system. For the general information of those persons discharging or proposing to discharge any industrial waste or pollutant into the sanitary sewerage system, the standards as set forth in this subsection shall apply to such discharge. All requirements as set forth under section 23-102 shall also be applicable, except as extended or ~~amplified~~ modified in this section.

(1) Packinghouse waste. All hair, bristle, hides or parts of hides, bones, animal parts, paunch manure, viscera, grease (in excess of the concentration specified under section 23-102), stock feeds, grit, sand and straw shall be removed prior to discharge.

(2) Poultry processing waste. All feathers, parts of birds, bones, grit, sand, poultry feeds, viscera and grease (in excess of the concentration specified under section 23-102) shall be removed prior to discharge.

(3) Textile wastes. All lint, thread, pieces of cloth, latex and yarn shall be removed prior to discharge. Kiering and acid boiling wastes shall be cooled, neutralized and stabilized ~~with~~ into comply with the limits specified in this article. Bleachery wastes shall be cooled, neutralized and stabilized ~~with~~ into comply with the limits specified in this article. Sulfur dyeing wastes shall not be ~~admitted~~ discharged to the sanitary sewerage system. ~~Admission~~ Discharge of other dyeing wastes will be considered as specific problems are presented on a case-by-case basis.

(4) BOD. Concentration of BOD in the waste in excess of 300 milligrams per liter shall be subject to charges set forth in section 23-108, and concentration in excess of 500 milligrams per liter shall be subject to further review before approval by the ~~approving control~~ authority.

(5) Suspended solids. Concentration of suspended solids in the waste in excess of 300 milligrams per liter shall be subject to charges set forth in section 23-108, and concentration in excess of 500 milligrams per liter shall be subject to further review before approval by the ~~approving control~~ authority.

(6) Dissolved solids. Allowable concentrations of dissolved solids shall be based on evaluation of industrial allocation and shall be determined by the ~~approving control~~ authority on a case-by-case basis.

(7) Ceramic glazing wastes. Ceramic glazing wastes shall not be discharged into the sanitary sewerage system.

(8) Lime, alum and calcium ~~sulphate~~ sulfate sludges. Lime, alum and calcium ~~sulphate~~ sulfate sludges shall not be discharged into the sanitary sewerage system; provided, however, sludges generated by operations of water treatment plants owned

and operated by governmental entities may be discharged subject to quantity limitations and permit conditions deemed appropriate by the approving control authority.

(9) **Toxic materials.** Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving water of the sanitary sewerage system, or exceed the limitations ~~set forth in table 1 of established pursuant to~~ section 23-104 shall be precipitated and removed from the waste flow prior to discharge to the sanitary sewerage system. Waste containing hexavalent chromium shall have chromium reduced to the trivalent state or further prior to discharge ~~and shall not exceed the limitation set forth in table 1.~~ Any discharge of hexavalent chromium is prohibited per section 23-102(a).

~~(10) **Phenol.** Waste containing phenolics in excess of 500 milligrams per liter will not be permitted.~~

~~(11) **Pyridine.** Concentration of pyridine in the waste received at the waste treatment facilities of the city shall not exceed 0.50 milligrams per liter by weight. Quantity of pyridine in any waste discharged by any person shall be regulated at the source, when and if required by the approving authority, so as to prevent the concentration of pyridine in the waste received at the waste treatment facilities of the city from exceeding 0.50 milligrams per liter by weight.~~

~~(12) **Organotins.** Monobutyltin, dibutyltin, tributyltin, tetrabutyltin or any of the octyl tin group shall not be discharged into the sanitary sewer system.~~

The omission of any particular waste from the standards outlined in this subsection does not imply that discharge of such waste to the sanitary sewerage system will be permitted. Any liquid waste of peculiar character and volume, or of toxic or unusual nature, shall be subject to review by the approving control authority and to standards deemed applicable by the approving control authority.

(h) **Measurement of volume.** The volume or quantity of industrial waste discharged by any person into the sanitary sewerage system shall be measured by one or more of the following methods:

(1) If the volume of water used by any person in his industrial or process operations is substantially the same as the volume purchased from the municipal waterworks system, then the volume of water purchased shall be considered to be the volume of waste discharged.

(2) If, in the establishment of any person discharging industrial waste into the sanitary sewerage system, a substantial portion of the water purchased from the municipal waterworks system is used for domestic or commercial purposes (resulting in normal waste), for cooling purposes, or for other purposes that do not require the discharge of such used water to the sanitary sewerage system, such person may, at his own expense, install a meter of a design approved by the approving control authority on the waste line from his industrial and/or process operations. The volume of waste flow, as measured through the meter, shall be considered to be the volume of waste discharged to the sanitary sewerage system.

(3) If any person discharging or proposing to discharge industrial waste into the sanitary sewerage system does not secure his entire water supply requirements from the municipal waterworks system, such person shall, at his own expense, install a meter of a design approved by the approving control authority on the waste line from his industrial and/or process operations. The volume of waste flow, as measured through the meter, shall be considered to be the volume of waste discharged to the sanitary sewerage system.

(i) **Construction and maintenance of control manhole.** Any person discharging or proposing to discharge any industrial waste into the sanitary sewerage system shall construct, at his own expense, a control manhole on the waste line from his industrial and/or process operations for the purpose of facilitating observations, measurements and sampling of the industrial waste discharged from such person's establishment. The control manhole shall be constructed in a suitable and satisfactory location downstream from any pretreatment facilities, holding tanks or other approved works, and ahead of the point of discharge of such waste into the sanitary sewerage system. The design of the control manhole shall be in accordance with the requirements of the approving control authority. The control manhole shall be maintained by such person so as to be safe, accessible and in proper operating condition at all times.

(j) **Exemption from requirement for control manhole.** The requirement with respect to construction of a control manhole may be waived provided that:

(1) Total daily waste flow from the establishment of such person does not exceed the equivalent of 25,000 gallons of sanitary waste;

(2) The maximum rate of discharge from the establishment does not exceed 100 gallons per minute;

(3) Access, means and facilities are provided within such person's establishment for the purpose of observing, measuring and sampling the waste flow from such person's establishment; and

(4) The discharge of all such waste from the establishment is, in all other respects, in full compliance with this article.

Sec. 23-104. ~~Maximum allowable concentrations of pollutants~~ Local Limits.

~~Maximum allowable concentrations of pollutants are as follows:~~

TABLE 1. MAXIMUM ALLOWABLE CONCENTRATIONS

Constituent (mg/l)	Average of Four Consecutive	Maximum for Any One Day (mg/l)
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	Monitoring Days (mg/l)	
Arsenic	0.1	0.1
Barium	10.0	10.0
Boron	20.0	40.0
Cadmium	0.7	1.2
Chromium (trivalent)	1.0	1.5
Chromium (hexavalent)	0.0	0.0
Copper	0.5	0.5
Cyanide	0.5	1.6
Lead	0.4	0.6
Manganese	7.0	10.0
Mercury	0.01	0.02
Nickel	1.0	2.0
Selenium	0.1	0.3
Silver	0.7	1.2
Zinc	2.6	4.2

Local Limits are established in Local Limits for Industrial Discharges of Wastewater (Regulation Part 32).

The maximum allowable headworks loading (MAHL) will be used to determine the maximum allowable industrial loading (MAIL), taking into account the contributions from the domestic sources, applying a safety factor and establishing a reserved capacity load for growth and analytical variability as deemed appropriate in the discretion of the control authority. User-specific limits for appropriate pollutants of concern shall be included in wastewater permits for industrial users based on the control authority's allocation on MAIL on a case-by-case basis depending on the individual industrial user's need for certain loading.

An Industrial Waste Survey (IWS) is required prior to an industrial user discharging wastewater to the sanitary sewerage system, when a request for a renewal is submitted, and when an industrial user makes a change to its waste stream. IWS information will be used to develop user-specific local limits as appropriate to ensure that the POTW's MAHLs are not exceeded for particular pollutants of concern. The control authority may establish local limits as concentration-based, mass-based, or both. All significant industrial users shall install and maintain an accurate flow measuring device at the compliance sampling point. The control authority, in its sole discretion, may require other industrial users to install and maintain an accurate flow measuring device at the compliance sampling point.

On a case-by-case basis, the control authority may, in its sole discretion, develop BMPs, by ordinance or in individual wastewater discharge permits, to implement Local Limits.

The control authority reserves the right to establish limitations and requirements which are more stringent than those required by either State or Federal regulation if deemed necessary to comply with the objectives presented in this ordinance or the general and specific prohibitions in Section 23-102 of this ordinance, as is allowed by S.C. Reg. 61-9.403.4.

Sec. 23-105. Discharge permit required; issuance; conditions.

(a) Permit required. Any person desiring to deposit or discharge any industrial waste or other pollutant into the sanitary sewerage system or any person now discharging any industrial waste or other pollutant into the sanitary sewerage system shall make application to the approving control authority. The approving control authority will approve such application and issue a permit to discharge only when satisfactory evidence is submitted by the applicant to the approving control authority that the discharge of such industrial waste or other ~~pollutant~~ pollutants is in full compliance with this article.

(b) Application. ~~Persons~~ In addition to the requirements and criteria set for in Section 23-103, persons seeking a permit shall complete and file with the approving control authority an application in the form prescribed by the city control authority. The applicant shall submit, where appropriate:

(1) The name, address and telephone number of the applicant and the owner of the premises from which industrial wastes are intended to be discharged.

(2) Daily average volume of wastewater to be discharged.

(3) Schedule of all industrial process waste flows produced before and after pretreatment, if any, at the premises, including the daily volume, and wastewater constituents and characteristics as determined by representative samples and analyses done by a qualified laboratory acceptable to the approving control authority and in accordance with 40 CFR 136 and amendments thereto.

- (4) Estimated time and duration of discharge within a 20 percent tolerance.
- (5) Estimated hourly peak wastewater flow rates, including daily, monthly and seasonal variations within a 20 percent tolerance.
- (6) Site and plumbing plans describing any pretreatment facilities and showing all connections to the sanitary sewerage system.
- (7) A description of activities, facilities and plant processes on the premises, including all process waste materials which are or could be discharged, but excluding proprietary information concerning processes and products.
- (8) Type or classes of products produced.
- (9) The average number of employees and normal hours of work.
- (10) Any other relevant information as may be deemed by the approving control authority to be necessary to evaluate the permit application.

(c) Failure to apply for permit. The responsibility for filing an application for a permit to discharge shall rest upon the person discharging or proposing to discharge industrial waste or other pollutants to the sanitary sewerage system. Should such person fail to file an application for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system, the approving control authority shall, after 24 hours' notice has been given, cause such person's water service from the public water system to be discontinued, and water service will be restored at such person's expense only after he has complied with the provisions of this article. If such person does not use water exclusively from the public water system, the approving control authority shall, after 24 hours' notice has been given, cause such person's connection to the sanitary sewerage system to be severed, and such connection will be restored at such person's expense only after he has complied with the provisions of this article. The control authority may discontinue water service without providing 24 hours' notice if the control authority determines, in its discretion, that the unpermitted discharge has the potential to cause a substantial interference or pass through or potential to cause damage to the sanitary sewerage system or rapid deterioration of the system structures.

(d) Discharging waste prior to ~~obtaining approval of permit application~~. Should any person discharging or proposing to discharge any industrial waste or other pollutant into the sanitary sewerage system file an application with the approving control authority for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system, ~~the approving authority shall, after 24 hours' notice has been given, cause such person's water service from the public water system to be discontinued, and water service will be restored at such person's expense only after he has complied with the provisions of this article. If such person does not use water exclusively from the public water system, the approving authority shall, after 24 hours' notice has been given, cause such person's connection to the sanitary sewerage system to be severed, and such connection will be restored at such person's expense only after he has complied with the provisions of this article.~~ prior to the issuance of a permit for the discharge, the control authority may discontinue the person's water service in accordance with subsection (c) herein. The control authority, in its discretion, may authorize discharge of industrial waste into the sanitary sewerage system during the pendency of the permit application pursuant to a corrective action plan under an appropriate enforcement action.

(e) General permits. The control authority may, but is not required to, issue a general permit for any industrial sector which satisfies the criteria in S.C. Reg. 61-9.403.8(f)(iii)(A)(1). Industrial users seeking coverage under a general permit must submit an application in accordance with this section 23-105.

(ef) Compliance with discharge standards. All permit holders shall make wastewater acceptable under the limitations established in this article and in their individual permits before discharging directly or indirectly into any part of the sanitary sewerage system. For existing industrial discharges, an appropriate compliance schedule may be included in the permit.

(fg) Compliance with permit conditions. No permit holder shall discharge industrial wastewaters in excess of the quantity, rate of discharge, or quality conditions specified in the permit. Any person desiring to modify his discharge in a manner which would violate conditions of his permit shall notify the approving control authority in advance of such discharge and shall apply for an amended permit.

(gh) Issuance. The approving control authority will evaluate the data furnished by the applicant and may require additional information. A proposed permit may be issued within 60 days after all data has been furnished to and accepted by the approving control authority. The applicant shall then be allowed a 30-day comment period. Upon the expiration of the comment period, or upon the expiration of 90 days from the date the data has been furnished and accepted, the approving control authority shall issue or deny a permit. A permit may contain appropriate restrictions that are more stringent than requirements and limitations set forth in this article; in such case such restrictions shall apply. Issuance of a permit shall not relieve the ~~discharger user~~ from complying with all applicable laws, regulations and ordinances promulgated by other government authority, nor shall the issuance of a permit be construed as a representation by the city that the discharge permitted therein complies with all of such laws, regulations and ordinances.

(hi) Restrictions. The restrictions in permits shall be uniformly enforced by the city control authority, and may include but shall not be limited to the following:

- (1) The maximum permissible concentration or mass of wastewater constituents. Permit limits may include nutrient-based limits, such as total phosphorous, total nitrogen, and ammonia nitrogen.
- (2) Limits on rate and time of discharge, or requirements for flow regulation and equalization.
- (3) Requirements for inspection, flow metering and sampling facilities, and alternative sampling methods.
- (4) Pretreatment of industrial wastewater before discharge.
- (5) Provisions for intentional diversion of waste streams from any portion of the pretreatment facility.
- (6) Specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, flow metering, number, types and standards for tests, and reporting schedule.
- (7) Prohibition of discharge of certain wastewater constituents.
- (8) Requirement for submission of periodic discharge reports, to include information concerning volume, rate of flow, constituent concentrations, peak flow rates, hours of operation, number of employees or other information.
- (9) Requirements for the protection of the sanitary sewerage system.
- (10) Other conditions as deemed appropriate by the approving control authority to ensure compliance with this article.

(ij) Term. Permits shall be issued for any specified period of time, not to exceed five years.

(jk) Separate permit required for each connection; required conditions; transfer of permit. A separate permit shall be required for each wastewater connection discharging directly or indirectly into the sanitary sewerage system. For each discharger ~~Each permit must contain effluent limits, including best management practices, based on applicable pretreatment standards and requirements to control slug discharge, if determined by the control authority to be necessary.~~ For each user having multiple connections at a single plant or facility, a single permit shall be required which may set forth specific effluent limitations and conditions for discharge from each separate connection. No permit is transferable.

(kl) Pretreatment facilities. Any facilities required for pretreatment or equalization of wastewater prior to discharge into the sanitary sewerage system shall be provided and maintained at the permit holder's expense. Where pretreatment or equalization of wastewater flows is required by the approving control authority, plans, specifications and other pertinent data or information relating to such pretreatment or flow control facilities shall be filed with the approving control authority prior to the construction thereof. Plans and specifications for industrial pretreatment facilities must also be submitted to the state department of health and environmental control, industrial wastewater division, for review and approval prior to construction. Neither filing of the plans nor the issuance of a permit shall be construed to indicate that the approving control authority in any way vouches for or warrants the capabilities of any such plans, specifications or data in any manner. Subsequent alterations or additions to such pretreatment of flow control facilities shall not be made without prior notice to the approving control authority.

(lm) Surveys. For the purpose of maintaining an accurate, up-to-date industrial user inventory, the city control authority may, at its discretion, require the submittal of a survey questionnaire from any nondomestic ~~discharger~~ user.

(n) Reporting. Sewer users that become subject to new or revised categorical pretreatment standards are required to comply with the following requirements.

(1) Baseline Monitoring Reports

(i) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under S.C. Reg. 61-9.403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the control authority a report which contains the information listed in paragraph ii, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the control authority a report which contains the information listed in paragraph (ii), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(ii) Industrial users described above shall submit the information set forth below.

1. Identifying information. The user shall submit the name and address of the facility including the name of the operator and owners;

2. Permits. The user shall submit a list of any environmental control permits held by or for the facility;

3. Description of operations. The user shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operations(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

4. Flow measurement. The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the control authority from each of the following:

a. Regulated process streams; and

b. Other streams as necessary to allow use of the combined wastewater formulate of S.C. Reg. 61-

9.403.6(e).

5. Measurement of pollutants.

a. The user shall identify the pretreatment standards applicable to each regulated process.

b. In additional, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the standard or control authority) of regulated pollutants in the discharge from each of the user's regulated processes. Both daily maximum and average concentration (for mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the standard requires compliance with a best management practice or pollution prevention alternative, the user shall submit documentation as required by the control authority or the applicable standards to determine compliance;

c. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority may waive flow-proportional composite sampling techniques for any industrial user that demonstrates that flow-proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

d. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

e. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the industrial user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of S.C. Reg. 61-9.403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with S.C. Reg. 61-9.403.6(e) this adjusted limit along with supporting data shall be submitted to the control authority;

f. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical methods procedures, including procedures suggested by the control authority or other parties;

g. The control authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

h. The baseline report shall indicate the time, date and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharge to the POTW.

6. Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard; and

7. Signature and Report Certifications. All baseline monitoring reports must be certified in accordance with this section (n)(12) below and signed by an Authorized Representative of the user. A compliance certification must be signed by an Authorized Representative of the user.

(2) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by section (1)(ii)(6) above:

(i) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(ii) No increment referred to above shall exceed nine (9) months;

(iii) The user shall submit a progress report to the control authority no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the industrial user to return to the established schedule; and

(iv) In no event shall more than nine (9) months elapse between such progress reports to the control authority.

(3) Reports on Compliance with categorical pretreatment standard deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the control authority a report containing the information described in section (1)(ii)(1) through (7) above. All compliance reports must be signed and certified in accordance with section (n)(12) below. All sampling will be done in conformance with section (1)(ii)(5)(f) above.

(4) Periodic Compliance Reports

(i) All significant industrial users must, at a frequency determined by the control authority submit no less than twice per year (January and July) reports indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the user must submit documentation required by the control authority or the pretreatment standard necessary to determine the compliance status of the user.

(ii) All periodic compliance reports must be signed and certified in accordance with section (n)(12) below.

(iii) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurements facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(iv) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by control authority, the results of this monitoring shall be included in the report.

(5) Reports of Changed Conditions. Each user must notify the control authority of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.

(i) The control authority may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section (b) above.

(ii) The control authority may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit in response to changed conditions or anticipated changed conditions.

(6) Reports of Potential Problems

(i) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or slug load, that might cause potential problems for the POTW, the user shall immediately telephone and notify control authority in writing of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(ii) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (i) above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

(iii) Significant industrial users are required to notify the control authority immediately of any changes at its facility affecting the potential for a slug discharge.

(7) Reports from Unpermitted Users. All users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the control authority in writing as the control authority may require.

(8) Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties approved by EPA.

(9) Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(i) Except as indicated in Section 23-107, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by control authority. Where time-proportional composite sampling or grab sampling is authorized by the control authority, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the control authority, as appropriate. In addition, grab samples may be required to show compliance with instantaneous standards.

(ii) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(iii) For sampling required in support of baseline monitoring and 90-day compliance reports required by section (n)(1), (n)(2), and (n)(3) above, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, control authority may authorize a lower minimum. For the reports required by section (n)(4) above,

the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(10) Date of Receipt of Reports. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(11) Recordkeeping. Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the control authority, or where the user has been specifically notified of a longer retention period by control authority.

(12) Certification Statements. The following certification statement is required to be signed and submitted by users submitting permit applications in accordance section (b); users submitting baseline monitoring reports under section (n)(1); users submitting reports on compliance with the categorical pretreatment standard deadlines under section (n)(3); and users submitting periodic compliance reports required by section (n)(4). The following certification statement must be signed by an Authorized Representative:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 23-106. Right of entry of enforcement officers; right to exclude or limit wastes; compliance with state and federal standards.

- (a) The approving control authority, the state department of health and environmental control and other duly authorized employees of the city and/or the state department of health and environmental control, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, flow measurement, examination and copying of records and testing of industrial waste and other pollutants in accordance with this chapter.
- (b) The approving control authority may temporarily exclude from the sanitary sewerage system any industrial waste or other pollutant, whether pretreated or not, whenever in the opinion of the approving control authority such action is necessary for the purpose of determining the effects of such waste upon the sanitary sewerage system and the waste treatment facilities.
- (c) The city council may exclude from the sanitary sewerage system any industrial waste or other pollutant, whether pretreated or not, whenever in the opinion of the city council such action is necessary to protect the sanitary sewerage system and the waste treatment facilities or to facilitate the operation of the sanitary sewerage system and the waste treatment facilities.
- (d) The control authority is authorized to implement and enforce the requirements of this article, including, but not limited to, the implementation and enforcement of the program requirements set forth in S.C. Reg. 61-9.403.5 and 403.8. The city council may set limits on toxic and priority pollutants that are more stringent than state and federal requirements when it is necessary for the protection of the sanitary sewerage system and/or proper operation of the waste treatment facilities.
- (e) Federal and state requirements and limitations on discharges shall apply in any case where they are more stringent than requirements and limitations as set forth in this article. All users must comply with applicable categorical pretreatment standards as set forth in 40 CFR chapter I, subchapter N.

Sec. 23-107. Determination of character and strength of wastes; accidental discharges; confidentiality of information; publication of names of noncomplying users.

- (a) The industrial waste and/or other pollutants being discharged by any person into the sanitary sewerage system shall be subject to periodic inspection. A determination of character and strength of those wastes shall be made quarterly annually, or more often as may be deemed necessary, by the approving control authority or his authorized assistants.
- (b) Samples shall be collected in such a manner as to be representative of the wastes being discharged. The laboratory methods followed in the examination of those wastes shall be those as set forth in 40 CFR 136 and amendments thereto.
- (c) The determination of the character, strength or quantity of the wastes as made by the approving control authority or his authorized assistants shall be binding as a basis for computation of charges or for actions by the city control authority. The person discharging such wastes may, however, conduct his own sampling and analytical program and submit to the approving control authority the results relating to character, strength and quantity of the wastes. In such cases, however, the securing of samples shall be in accordance with methods acceptable to the approving control authority, and the laboratory procedures followed in analyzing

the samples shall be as specified in subsection (b) of this section. Acceptance or rejection of the results thus submitted shall be a right reserved for the approving control authority.

(d) The approving control authority may require any permit holder industrial user to construct and maintain a wastewater monitoring facility of a design or configuration acceptable and sufficient to accomplish monitoring requirements as set forth in the permit.

(e) The sampling, analysis and flow measurement procedures, equipment, data and test results shall be subject at any reasonable time to inspection by the approving control authority. The approving control authority may require the submission of all discharge monitoring results generated by testing methods described in 40 CFR 136. Flow measurement systems and all appropriate equipment shall be regularly calibrated in accordance with procedures acceptable to the approving control authority.

(f) Dischargers Users shall notify the approving control authority immediately (within 24 hours) by telephone or in person upon discharging wastes in violation of this article accidentally or otherwise. Such notification shall be followed, within five days of the day of occurrence, by a detailed written statement to the approving control authority, describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. The approving control authority may require the discharger user to conduct followup follow-up testing in accordance with methods described in 40 CFR 136 and submit the test results within a 30 days, as specified timeframe. Dischargers in S.C. Reg. 61-9.403.12(g)(2). Users are required to take all reasonable countermeasures to stop the discharge and to neutralize its effect, if possible. The approving control authority may require the dischargers user to provide protection from accidental discharge of prohibited materials or other wastes controlled by this article. If the user knows in advance of the need for a bypass, as defined in S.C. Reg. 61-9.403.17(a), the user shall submit prior notice to the control authority, if possible at least ten days before the date of the bypass.

(g) Should measurements or other investigations indicate that the industrial wastewater discharger user has discharged wastewater, the constituents of which are significantly different in quantity or quality from those stated by the discharger user, the approving control authority shall notify the discharger user and require that the discharger user furnish all information in his possession that is relevant.

(h) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to this article, the National Pollutant Discharge Elimination System permit, the state disposal system permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Discharge monitoring data or reports will in no instance be considered subject to withholding from public inspection.

(i) The approving control authority shall at least annually provide public notification, in the largest daily newspaper published in the metropolitan Columbia sewer service area, of industrial users which during the previous 12 months were, at least once, in significant noncompliance with any provision of this article or any condition or limitation of a permit issued in accordance with this article.

(j) In addition to the requirements of subsection (f) in this section, any user who discharges hazardous waste into the sanitary sewerage system shall notify the control authority, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any such discharge which, if otherwise disposed of, would be a hazardous waste under S.C. Reg. 61-79 Part 261. Such notification must include the name of the hazardous waste as set forth in S.C. Reg. 61-79 Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 23-105(n)(5) of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of this ordinance.

(1) Dischargers are exempt from the requirements of subsection (j), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in S.C. Reg. 61-79.261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in S.C. Reg. 61-79.261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(2) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the control authority, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(3) In the case of any notification made under this subsection (j), the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(4) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

Sec. 23-108. Liability for extra costs incurred by city; charge for excess BOD or suspended solids.

(a) Liability for costs associated with violation. Any person who violates any provision of this article, or any condition or limitation of a permit or plan approval related thereto, shall be financially responsible and liable to the city, in addition to normal service charge and surcharges for industrial wastes, for all costs incurred by the city associated with the violation of this article, including but not limited to the following:

- (1) Costs of mileage and labor incurred in detecting and correcting the violation.
- (2) Laboratory analysis costs associated with detecting and correcting the violation.
- (3) Additional treatment costs caused by the violation or associated with detecting and correcting the violation.
- (4) Repair and/or replacement of any part of the sanitary sewerage system damaged by the violation.
- (5) Any liability, damages, fines or penalties incurred by the city as a result of the violation.
- (6) Other costs as are associated with the detecting and correcting of the violation.

(b) Surcharge for excess BOD or suspended solids. If any person discharges into the sanitary sewerage system a waste containing BOD concentration or suspended solids in excess of 300 milligrams per liter, then such person shall pay an additional cost according to rates determined by the city council. ~~This monthly surcharge will be assessed on each pound of BOD and each pound of suspended solids in excess of 300 milligrams per liter as follows: as established in Sec. 23-149(c).~~

	BOD Rate	Suspended Solids Rate
Effective July 1, 1998	\$0.08	\$0.06
Effective July 1, 1999	-0.11	-0.08
Effective July 1, 2000	-0.14	-0.10
Effective July 1, 2001	-0.17	-0.12
Effective July 1, 2002	-0.20	-0.14

(c) Liability for additional expense in handling and treatment of waste. If any person discharges into the sanitary sewerage system a waste which, because of its particular or unusual character, imposes an unusual burden on the sanitary sewerage system and the waste treatment facilities, and causes the city to incur additional expenses in the handling (conveying) and treatment of the waste by reason of (but not limited to) provision of additional personnel, provision of additional equipment or structures, increase in operating costs, and decrease in efficiency of treatment processes required by and resulting from the handling and treatment of the waste, then such person shall be charged for such additional expense over and above the other charges set forth in this section. ~~The approving control authority shall determine whether any person is causing the city to incur such additional expense and, if so, the amount of such additional expense.~~

Sec. 23-109. Damaging or tampering with city equipment.

No person shall maliciously, willfully or negligently break, damage, destroy, deface, tamper with or remove any equipment or materials used by the city for the purpose of making waste examinations and waste flow measurements and left upon the premises of a person discharging wastes into the sanitary sewerage system. Only authorized persons will be allowed to uncover, adjust, maintain and remove such equipment and materials.

Sec. 23-110. Applicability of article; right of city to amend article.

This article shall apply to any person discharging or proposing to discharge waste into the sanitary sewerage system. This article shall not be considered as or construed to be a contract between the city and any person. The city hereby expressly reserves the right to amend, change or repeal this article at any time.

Sec. 23-111. Termination of water or wastewater service; revocation of discharge permit.

(a) The approving control authority may suspend or terminate water and/or wastewater service when:

(1) When the conditions through the discharge of pollutants presents an imminent endangerment to the public or to the environment;

(2) Materials damaging to the sanitary sewerage system or treatment processes are released by the discharger to the sewer system, causing rapid deterioration of these structures or interfering with property conveyance or treatment of wastewater;

(3) It is determined that the industrial discharger/user is delivering into the sanitary sewerage system wastes that cannot be sufficiently treated, or require treatment that is not normally provided, or are a contributing cause of the city's inability to meet applicable NPDES effluent limitations for its wastewater treatment plants; or

(4) The user discharges to the sanitary sewerage system without a permit in violation of Section 23-105;

(5) The user violates the Fats, Oils, and Grease Management Regulation (Part 29); or

(36) The ~~discharger~~ user has repeatedly violated this article or its permit to such an extent that compliance with this article or the permit cannot, in the judgment of the ~~approving~~ control authority, reasonably be expected.

(b) Violation of any of the following conditions may result in the revocation of an industrial wastewater permit:

(1) Failure of the ~~discharger~~ industrial user to accurately and fully report the wastewater volume, constituents and characteristics of his ~~discharge~~ used to report significant changes in wastewater volume, constituents or characteristics;

(2) ~~Failure of the discharger~~ Refusal of reasonable access to the ~~discharger's~~ industrial user's premises for the purpose of inspection or monitoring;

(43) Failure to pay any and all costs and fees as outlined in sections 23-105 and 23-108; a sewer user charge or other charges, penalties, costs and expenses;

(54) Violation of any condition of the permit or of any of the then-current regulations or discharge prohibitions;

(5) Failure to report spill or unauthorized discharges;

(6) Failure to factually report the wastewater constituents and characteristics of the discharge;

(7) Failure to report a significant change in operations, or wastewater constituents and characteristics;

(8) Failure to install or deliberately altering monitoring equipment;

(9) Failure to properly operated and maintain wastewater equipment;

(10) Failure to meet a deadline in a compliance schedule;

(11) Improper sampling;

(12) Slug load discharge;

(13) Dilution of wastewater in lieu of treatment;

(14) Falsifying reports;

(15) Discharge of wastewater prohibited by this Regulation; or

(16) Significant noncompliance with schedules, pretreatment standards or requirements, or with any terms of a permit issued pursuant to this Ordinance.

(c) Before any further discharge of industrial wastewater may be made by a ~~discharger~~ user whose permit has been revoked, the ~~discharger~~ user must apply for and be granted a reinstatement of the terminated permit or a new permit, as the ~~approving~~ control authority may require, and pay all delinquent fees, charges and costs occasioned by the violation. Costs shall include all expenses, including general and administrative expenses, incurred by the city in revoking the permit and disconnecting the ~~discharger~~ user from the sanitary sewerage system, and those incurred due to the violation as provided in this article. This shall be paid for by the ~~discharger~~ user before any new permit will be issued. When all costs cannot be readily determined, the city may require and accept a deposit which it considers sufficient and which will be subject to appropriate adjustment after all costs have been determined.

Sec. 23-112. Violations; administrative orders; penalties.

(a) Civil Penalties: Any person who violates the provisions of this Ordinance or the provisions of any permit or order issued pursuant to this Ordinance is subject to a civil penalty of up to \$2000 for each day of violation. Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of a monthly or long-term average discharge limit, the civil penalty may be assessed for each day during the period of the violation. Prior to imposition of a civil penalty, the city will issue a rule to show cause pursuant to Section 23-1.

(b) Administrative Orders: In addition to any other remedy available under this Section, the POTW may issue an administrative order (1) imposing a schedule to achieve compliance with this Ordinance or a permit issued pursuant to this Ordinance, (2) ordering a user to cease and desist activities, including the discharge of wastewater, in violation of this Ordinance or a permit issued pursuant to this Ordinance, (3) terminating water and sewer service, (4) revoking a permit issued pursuant to this Ordinance; or (5) ordering such other action as deemed necessary to address a violation of this Ordinance or a permit issued pursuant to this Ordinance.

Any person who has been issued an administrative order may request a hearing by filing a request for hearing within fifteen calendar days of the date of issuance of the administrative order. The request shall be filed with the city clerk and shall include reference to the administrative order and the reasons for the request for a hearing. The hearing shall be conducted in accordance with Section 23-1.

(c) Criminal Penalties: Any person who knowingly discharges waste into any portion of the system in violation of this article; or who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document or files required to be maintained pursuant to this article or any wastewater contribution permit; or who falsifies, tampers with or knowingly renders inaccurate any monitoring device, shall be deemed guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5, with a fine of not more than \$500 or imprisonment for not more than thirty days, or both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

(d) Injunctive Relief: In addition to any other criminal or civil remedies that may be available under this Section, the POTW may bring a civil action to obtain an injunction against any person in violation of this Ordinance or any provision of a permit or order issued pursuant to this Ordinance.

Sec. 23-113. Bond or indemnity agreement.

In any and all instances where the city has reasonable cause to believe that any of the rules, regulations or provisions set forth in this article or that have otherwise been adopted by the city have been, may be or are being violated by any person discharging water into the sanitary sewerage system, the city may require such person to give bond or enter into an indemnity agreement in form acceptable to the city with sufficient surety to be approved by the city attorney to protect, indemnify and hold harmless the city from any loss, damage or expense that it may suffer or incur as a result of such noncompliance or violation by such person. In the event of failure to do so after ten days' notice by United States mail that such bond or agreement will be required, the use of the sanitary sewerage system by such person shall be denied or discontinued.

Sec. 23-114. — Additional regulations.

~~Rules and regulations relating to discharge of waste into the sanitary sewerage system are not included in this codification. Copies of the rules and regulations are on file in the office of the city clerk.~~

Sec. 23-115-114. Use of privies.

(a) The term "privy," as used in this section, includes any building, structure or facility of any kind, including portable toilet units, which are not connected to the sanitary sewerage system or to an approved septic tank.

(b) No person shall construct, install or maintain any privy within the city, except on a construction site for use by construction workers during the period for which a building permit has been issued by the city, or for special events of not more than 48 hours, or for outdoor recreational events.

(c) Any person violating this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-5. Each day of violation shall constitute a separate offense.

Sec. 23-115. Discharge of septic tank waste.

(a) It shall be unlawful for any person to discharge solid or liquid waste into the sanitary sewerage system unless the standards of acceptable waste established by ordinance are met and the discharge is made through an approved connection. No material shall be discharged into the public sewer system except at an approved location with a permit issued by the director of utilities pursuant to Section 23-103(f).

(b) Hauled waste shall be deposited at an approved location at the wastewater treatment plant. Each depositor shall be approved by the director of issued a permit pursuant to Section 23-103(f). Discharge of wastewater transported from private utilities is prohibited.

Sec. 23-116. Use of septic tanks where public sewer is available.

It shall be unlawful for any person owning property within the city to maintain or use a septic tank where a public sewer is accessible for connection, subject to the following exception: Use of a septic tank in existence prior to the availability of a public sewer accessible for connection is permitted until such time as S.C. Reg. 61-56 requires connection to the public sewer. Such connection shall be made within 30 days after the owner of the property serviced by the septic tank is required to connect to a public sewer pursuant to S.C. Reg. 61-56. Installation of new septic tanks where a public sewer is accessible is strictly prohibited. Any violation of this section shall a misdemeanor, punishable, upon conviction, in accordance with section 1-5.

Sec. 23-117. Additional regulations.

Rules and regulations relating to discharge of waste into the sanitary sewerage system are not included in this codification. Copies of the rules and regulations are on file in the office of the city clerk.

Secs. 23-118—23-140. - Reserved.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-057

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8)*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) is amended to read as follows:

Sec. 15-1. Prohibited acts in parks.

It shall be unlawful for any person using the public parks, recreation areas, grounds or facilities of the city (referred to in this chapter as parks) to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the parks and recreation department of the city:

(8) ~~Alcoholic beverages.~~ Possess and/or consume alcoholic beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, provided, however, alcoholic beverages, beer or wine, shall be allowed in except within Capital City Ball Park, Riverfront Park, Keenan House, Finlay Park, the Print Building next to the Eau Claire Town Hall, Drew Wellness Center, Boyd Plaza, and Coble Plaza, and Earlewood Community Building and Park, Hyatt Park as follows:

a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of ~~alcoholic beverages, beer or wine~~ beer, ale, porter, malt or wine only at the event; or,

b. At private functions, authorized by the city, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine.

The rest and remainder of this section shall remain unchanged.

This ordinance is effective as of final reading.

Requested by:

City Manager _____

Approved by:

City Manager _____

Approved as to form:

City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____



CITY COUNCIL

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

Zoning Text Amendment Case Summary **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE** **Repeal Chapter 17 and Adopt a new Chapter 17**

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” and adopting a new Chapter 17 entitled “Unified Development Ordinance”

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council **approval** of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

ZPH, Public Hearing: 03/19/2019; Conducted and closed.

CC Work Session: 07/16/2019; Completed

1st Reading: 08/06/2019; Pending

2nd Reading: 08/20/2019; Pending

PLANS, POLICIES, AND LAND USE

The proposed Unified Development Ordinance (UDO) has been developed in order to directly address the recommendations of *Plan Columbia: Land Use Plan* (2015), which serves as the Land Use element of the City’s comprehensive plan. *Plan Columbia* set forth a vision and a series of guiding principles which also helped guide the Code rewrite process. It further identified five critical components, four of which are directly reflected in the proposed text: Adaptive Reuse, Infill Redevelopment, and Greenfield Development; Connections and Design; Development Types; and Building Types and Use. In contrast to the existing code, the proposed text will help to facilitate adaptive reuse, appropriate infill, and establish redevelopment and greenfield development guidelines within the regulatory framework. Connections and Design incorporates the concept of establishing gateways and gateway corridors, directly reflected by the proposed creation of zoning overlay districts such as OV-Gate-# and OV-HSV. *Plan Columbia* also established a series of development types for neighborhoods, activity centers and corridors, employment centers, and special districts, as well as an index of building and land use types to provide a textual and visual glossary for reference. These development types, coupled with the building and land use types associated with them, have helped inform the creation of the proposed zoning districts, as well as proposed regulations regarding scale, form, and massing for each of the zoning districts.

To review the full text of the proposed Unified Development Ordinance, please visit www.weplantogether.org or call the Zoning Division at 803-545-3333 to make an appointment to review a printed copy.

PROPOSED ZONING TEXT SUMMARY

◆ SUMMARY

The matter before the Planning Commission is a request to repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” also known as the “Zoning Ordinance” and replace it with the adoption of a new Chapter 17 entitled “Unified Development Ordinance.” The City’s Land Use Plan adopted in February 2015, entitled “Plan Columbia” supports this action.

Since the publication of the Public Hearing Draft in September, several revisions have been drafted for consideration. These proposed amendments follow this Case Summary and include the following:

- Amend OV-CCP district to include demolition review
- Amend Tree Protection standards to ensure that there is not an instance where tree protection results in an inability to develop a site and clarify the decision standards for Tree Removal Permits
- Amend and Bicycle Parking Standards to require bicycle parking in all districts.
- Amend Access, Mobility, and Circulation Standards so that pedestrian and bicycle access standards apply to development in all districts
- Amend the Conditional Use standards for Community Gardens to increase the allowable lot coverage for greenhouses to seventy-five percent.

◆ BACKGROUND

Columbia’s zoning code was last updated in the 1970s and while there are provisions that have aged well, much of it no longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City’s Code Consultants. The work program has been as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015: Public Forum and Stakeholder Interviews

February 16-17, 2016: Public Meetings RE: Code Assessment presentation and discussion

May 23-24, 2016: Public Meetings RE: Module 1

January 17-18, 2018: Public Meetings RE: Modules 2 and 3
 March 27, 2018

All documents associated with the project, along with meeting updates are posted at the project website:
www.weplantogether.org

◆ **FOUR KEY THEMES**

Based upon input from the public, City Council, and staff, the consultants developed four key themes to guide the drafting of the new code.

1. Create a User-Friendly Code

General

- Reorganize the document structure
- Better use of flowcharts, tables, photos, and graphics
- Streamline and modernize procedures
- Clarify language and use more measureable standards

Benefits

- Logically organized code that is graphically rich and easier to understand
- Efficient and predictable process
- Flexibility options in appropriate contexts
- More precise and measureable standards and language

Better use of tables, flowcharts, photos and graphics

- Flowcharts to summarize processes
- Tables to more concisely summarize standards
- Photos to show example development types
- 2D and 3D graphics to illustrate spatial concepts and form

Streamline and modernize procedures

- Use summary tables to communicate review responsibilities
- Establish standard review procedures
- Use of flowcharts to graphically depict process
- Consolidate, restructure, and modify procedures to more efficiently achieve City development goals

2. Implement Plan Columbia

Align regulations with policy direction from Plan Columbia.

Plan Columbia guiding principles are:

- High quality design of the built environment
- Strong neighborhoods
- Connected greenway system
- A range of housing choices
- A strong city center
- Better utilization of vacant structures and land
- Greater intensity of development at strategic locations
- A connected community

Reorganize zoning district structure - Modernize Layout

- Carry forward single-family districts, with refinements to maintain residential character

- Establish residential mixed-use districts that support higher densities at strategic locations;
- Establish activity centers and corridor districts, that are appropriately scaled and support walkable urbanism;
- Establish institutional districts for uses like USC, Riverbanks Zoo and Gardens, Fort Jackson, and large medical complexes;
- Carry forward historic and design districts and refine to support character and growth

Simplify and modernize use structure

- Three-tiered system of use classifications, categories, and types
- Eliminate outdated uses, add new uses, and consolidate similar uses
- Reduce special exception uses, where appropriate

Modernize and customize development standards

- Add Mobility, Circulation, and Connectivity Standards
- Multi-modal access, sidewalk and pedestrian way standards
- Community form standards

Refine and Modernize Off-street Parking, Loading, and Bicycle Standards

- Modernize minimum parking requirements
- Add bicycle parking requirements
- Enhance parking lot design
- Enhance flexibility provisions for parking requirements

Refine Landscaping Standards

- Refine planting standards for more diverse and native species
- Refine buffer requirements for context and performance
- Integrate requirements for landscaping, stormwater parking lot landscaping

Strengthen Tree Protection Standards and Add Open Space Standards

- Strengthen density factor for the site
- Require new development to retain a portion of trees greater than a certain diameter
- Context-sensitive open space set-aside requirements

Protect Neighborhood Character, Fencing, and Lighting Standards

- Add neighborhood compatibility standards
- Enhance fencing and lighting standards based on best practices

Add Form and Design Standards

- Would apply to multi-family, mixed use, and commercial development

3. Add Context-Sensitive Regulations - Promote “Infill” Development

- Revise parking, landscaping and off-street parking standards so they are more context-sensitive
- Add contextual compatibility standards
- Add flexibility provisions for minor deviations from site standards
- Clarify and enhance nonconformity provisions

4. Incorporate Sustainable Development

- Enhance tree protection standards
- Support alternative energy system and green development practices
- Clarify standards for green energy and low impact development
- Define and establish standards for urban agriculture

◆ **OVERVIEW OF UNIFIED DEVELOPMENT ORDINANCE**

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article. Those interested may review the entire document by making an appointment at the City's Zoning Office 803-545-3333 or by visiting the project website: www.weplantogether.org

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;
- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City's development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City's basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The structure includes a total of 40 zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential districts stay largely the same as the current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

◆ **FUTURE WORK**

The adoption of the text of the Unified Development Ordinance is the first in a two-step process required to implement the new regulations. The establishment of new zoning districts within the ordinance requires employing them on the Official Zoning Map. This work will take from nine to twelve months from the date of City Council adoption to draft and approve a new map. The process for this adoption will include staff preparing a first draft of a zoning map, which will be published for public review and public meetings held for questions and comment. A second draft will be prepared based upon feedback after which additional public input will be solicited. A final draft will be prepared for Planning Commission and City Council consideration and action. The result is that the adoption ordinance will include a future date for implementation that will correspond with the anticipated date of the completion of the final draft of the zoning maps. Obviously, the timing may not align as planned, at which point the date in the ordinance simply would have to be amended. As with the text of the ordinance, interested parties can follow the progress on the project website.

**PROPOSED REVISIONS TO PUBLIC HEARING
DRAFT OF
UNIFIED DEVELOPMENT ORDINANCE**

Bicycle Access-Facility & Bicycle Parking Revisions

Article 5: Development Standards**Sec. 17-5.1. Access, Mobility, and Circulation****(c) Access, Mobility, and Circulation Standards**

(c) Access, Mobility, and Circulation Standards

Development subject to the requirements of this Section shall comply with the following standards.

(1) Multimodal Access and Circulation System

All new developments shall be served by a system of sidewalks, paths, roadways, accessways, and other facilities designed to provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to surrounding development and development patterns and existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated so as to provide transportation choices within and to and from the proposed development, as appropriate.

(2) Cross Access Between Adjoining Developments**a. Parking Lots**

1. An internal vehicular circulation system in new nonresidential and mixed-use development shall be designed and constructed to provide vehicular cross-access between any parking lots within the development and any parking lots on adjoining parcels containing nonresidential or mixed-use development, and to the boundary of adjoining vacant land if it is in a Mixed-Use, Activity Center, and Corridor base zoning district (see Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access). The cross-access shall consist of a driveway or drive aisle that is at least 22 feet wide or two one-way driveways or aisles that are each at least 14 feet wide.
2. Easements allowing cross-access to and from lands served by a vehicular cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners pertaining to the vehicular cross-access, shall be recorded with the Register of Deeds.

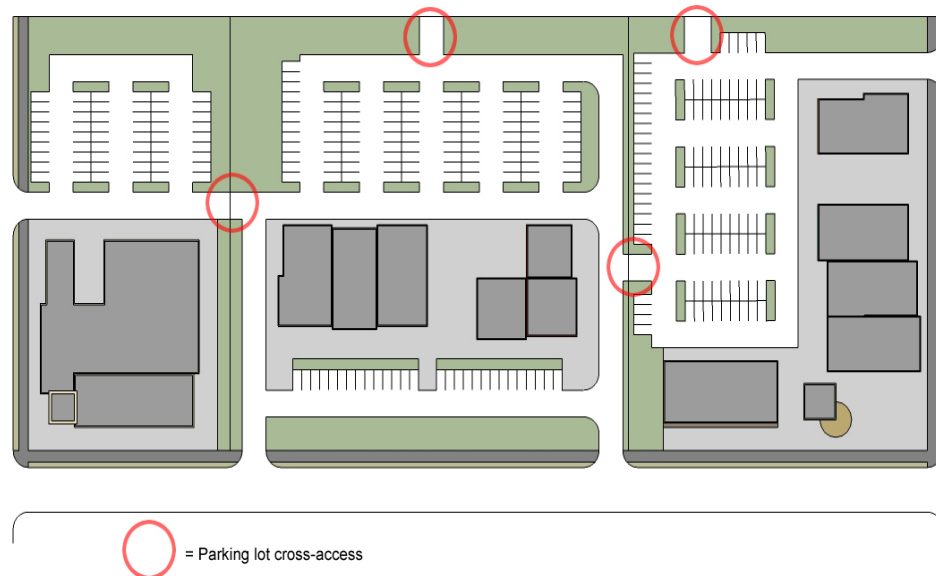
Article 5: Development Standards

Sec. 17-5.1. Access, Mobility, and Circulation

(c) Access, Mobility, and Circulation Standards

3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for vehicular cross-access established in 1 above on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or vehicular safety factors.

Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access



b. Pedestrian Cross-Access

1. An internal pedestrian circulation system in new multifamily, nonresidential, or mixed use development shall be designed to allow for pedestrian walkway cross access between the development's buildings and parking areas and those on adjoining lots containing multifamily, nonresidential, or mixed-use development, and to vacant lands.
2. Easements allowing cross-access to and from properties served by a pedestrian cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for pedestrian cross-access established in 1 above on determining that such cross-access is impractical or infeasible due to the presence of topographic conditions or natural features.

c. Bicycle Cross-Access

1. An internal bicycle circulation system in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district, or on the site of an elementary, middle, or high school located in any other district, shall be designed and constructed to provide bicycle cross-access between it and any

internal bicycle circulation system on adjoining parcels containing a multifamily, nonresidential, or mixed-use development, and to vacant lands in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district.

2. Easements allowing cross-access to and from properties served by a bicycle cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle cross-access established in 1 above on determining that such cross-access is impractical or undesirable for typical bicyclists' use due to the presence of topographic conditions, natural features, or safety factors. Undesirable conditions shall be defined as those limiting mobility for bicycles as a form of transportation, such as steep grades, narrow connections bounded on both sides by walls or embankments, or limited visibility when straight-line connections are not achievable.

(3) Sidewalks Required

- a. In all districts except the LI and HI districts, sidewalks that comply with the Specifications for Roadway Design are required on both sides of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).
- b. In the LI and HI districts, sidewalks are required on one side of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place). The sidewalks shall comply with the Specifications for Roadway Design and shall have a minimum width of eight feet.
- c. Where a new development fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer shall install a sidewalk on the development site within a dedicated public easement running parallel and adjacent to the public street.
- d. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for sidewalks on determining that such sidewalks are impractical or infeasible due to the presence of topographic conditions or natural features, such as steep grades that do not allow connections to be made without stairs.

(4) Bicycle Facilities

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, n~~New development served by shall include bike lanes, bike paths, or other bicycle facilities sufficient to allow safe and efficient bicycle access and circulation within the development when the development includes vehicular surface area that is new, where the vehicular surface area is expanded greater than 50 percent, or where greater than 50 percent of the existing vehicular surface area is modified.

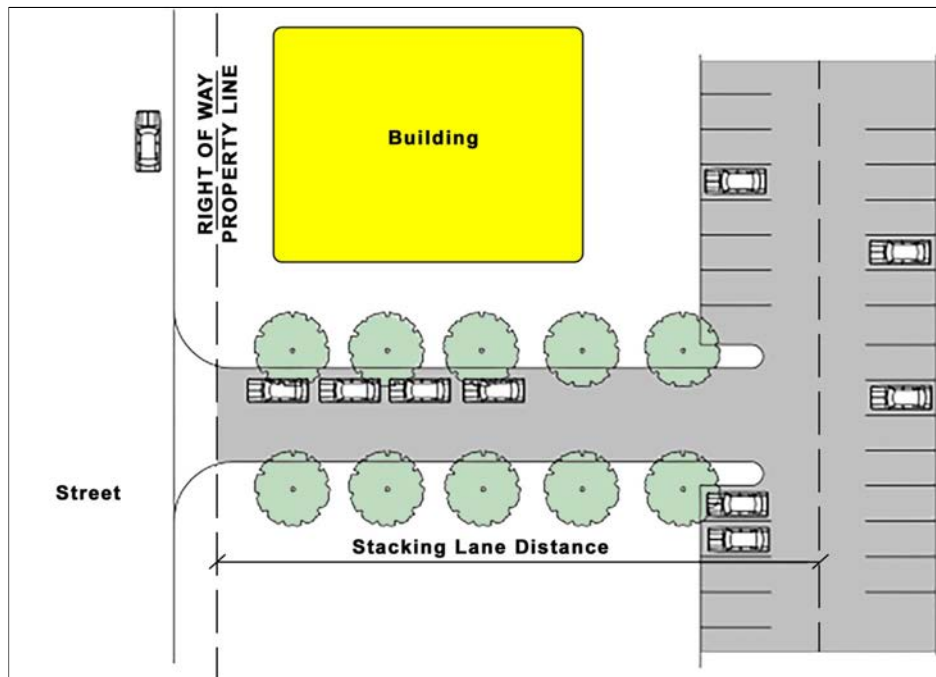
The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle facilities in LI, HI, GC, and EC districts on determining that the development is not now or in the foreseeable future served by adequate facilities to safely accommodate bicycles.

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

Figure 17-5.2(h)(2)b: Measurement of Stacking Lane Distance for Vehicular Surface Area Entrance Driveway



(i) Bicycle Parking Standards

(1) Minimum Bicycle Parking Required

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, the following shall include s~~Short-term and long-term bicycle parking spaces shall be provided based upon principle use type in accordance with Table 17-5.2(i)(1)b: Bicycle Parking Standards ~~in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC Districts:~~

- a. All new development; and
- b. Any individual expansion or alteration of a building existing prior to insert the effective date of this Ordinance if the expansion increases the building's gross floor area by 50 percent or more, or the alteration involves 50 percent or more of the building's gross floor area (including interior alterations), provided no long-term bicycle parking is required if the building has a gross floor area of less than 2,500 square feet after the expansion or alteration.

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-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, 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	1 for every 20,000 gsf
Place of worship	1 for every 1,500 gsf of assembly area	1 for every 15 employees
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	1 for every 10 employees plus 1 for every 20 students of planned capacity
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	1 for every 20 automobile parking spaces, with a minimum of 4 and a maximum of 40 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
Bank	1 for every 2,000 gsf	1 for every 10,000 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
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
Performing arts center	1 for every 40 seats	1 for every 10,000 gsf
Recreation facility, indoor, not	1 for every 40 seats plus 1 for every	1 for every 10,000 gsf

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(j) Loading Area Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, AND MC DISTRICTS

PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
elsewhere listed	3,000 gsf of non-seated assembly area	
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	1 for every 10,000 gsf
Use type in the Vehicle Sales and Services Uses category	2	1 for every 10,000 gsf
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
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.		

Greenhouse Conditional Use Standards Revisions

PROPOSED REVISION TO PUBLIC HEARING DRAFT OF UNIFIED DEVELOPMENT ORDINANCE
DECEMBER 2018

Article 4: Use Regulations. Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses

(4) Agricultural Uses

a. Agriculture and Forestry Uses

1. Community Garden

Community gardens shall comply with the following standards:

- (i) Accessory buildings shall be limited to sheds for the storage of tools, greenhouses, and seasonal farm stands. The combined area of all buildings and other structures, excluding greenhouses, shall not exceed 15 percent of the area of the parcel. Greenhouses may not exceed 75 percent of the area of the parcel.
- (ii) Areas used for communal composting shall be limited to 20 percent of the area of the parcel.

Perimeter fences, including trellises, are allowed in community gardens, subject to the standards in Sec. 17-5.8, Fences and Walls.

- (iii) Before issuance of a permit for a community garden, it shall have an established set of operating rules addressing the governance structure of the garden, hours of operation, assignment of garden plots, and maintenance and security requirements and responsibilities.

Community Character Overlay

OV-CCP

Revisions

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

(I) OV-CCP: Community Character Protection Overlay District**(1) Purpose**

- a. The Community Character Protection Overlay (OV-CCP) District is intended to minimize the possibility that construction and demolition activity within a residential community would drastically negatively affect the existing character of that community by limiting new construction that is significantly out of scale with existing structures and/or preserving structures that establish the character of the district.
- b. The OV-CCP designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(2) Applicability

- a. Unless exempt in accordance with subsection c below, new construction of primary structures on or subdivision of land within the OV-CCP District that is located within a Residential base zoning district or residentially used shall comply with the standards in this Section.
- b. For the purpose of this Section, "new construction" includes the placement of a structure moved from another site.
- c. The following are exempt from this Section:
 - 1. Subdivision of a parcel five acres or larger;
 - 2. Lots of record existing upon the 1999 Richland County Tax Maps.

(3) Modifications of Otherwise Applicable Development Standards**a. Side Yard Setbacks**

- 1. The side yard setbacks for new construction on a residential lot shall be the mean side yard setback for all improved residential lots located on the same block face, except that:
 - (i) Side yard setbacks shall not reduce the width of a building pad upon a newly subdivided residential lot to a width of less than 30 feet; and
 - (ii) Side yard setbacks upon a newly subdivided residential lot shall not be less than five feet.
- 2. For the purpose of this Sec. 17-1.1(a)(3)a, "newly subdivided residential lot" means any residential lot created by a plat of subdivision filed and recorded after [insert the effective date of this Ordinance] upon which no more than a single-family or two-family dwelling can be constructed.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

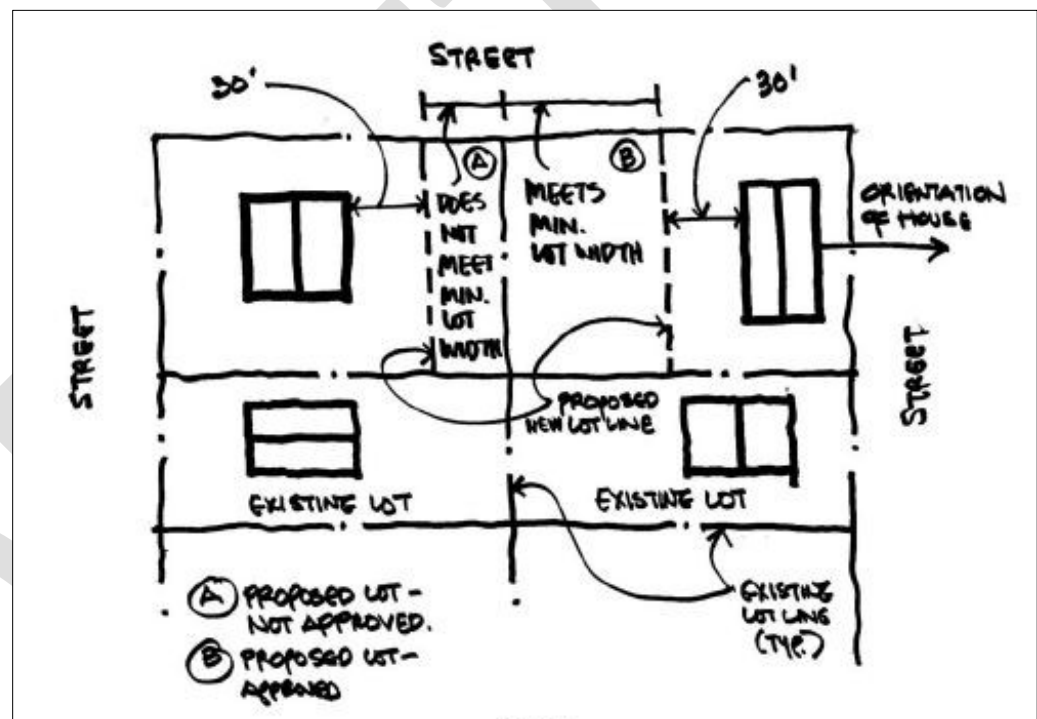
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b. Subdivisions of Improved Corner Lots

The following shall apply to an application to subdivide a new residential lot from an improved corner lot:

1. If the application for subdivision seeks to orient a structure perpendicular to the existing structure located upon the "remaining" corner lot, no new lot line shall be closer to the existing structure than 30 feet. Covered or enclosed landings, porches, or patios incidental to the structure having less than 75 square feet gross floor area may encroach into this thirty-foot setback (see Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure).

Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure



2. If the application for subdivision seeks to orient a structure in the substantially same orientation as the existing structure located upon the "remaining" corner lot, the front yard setback of the new lot shall be the same as the same street setback of the existing structure upon the "remaining" corner lot (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).

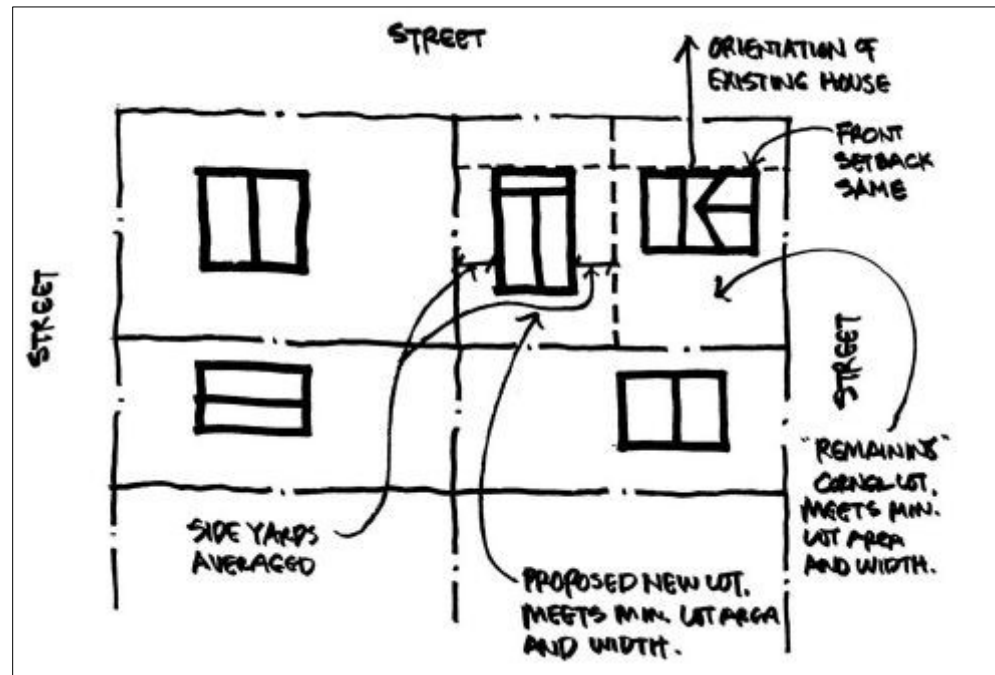
Article 3: Zoning Districts

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(I) OV-CCP: Community Character Protection Overlay District

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Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks



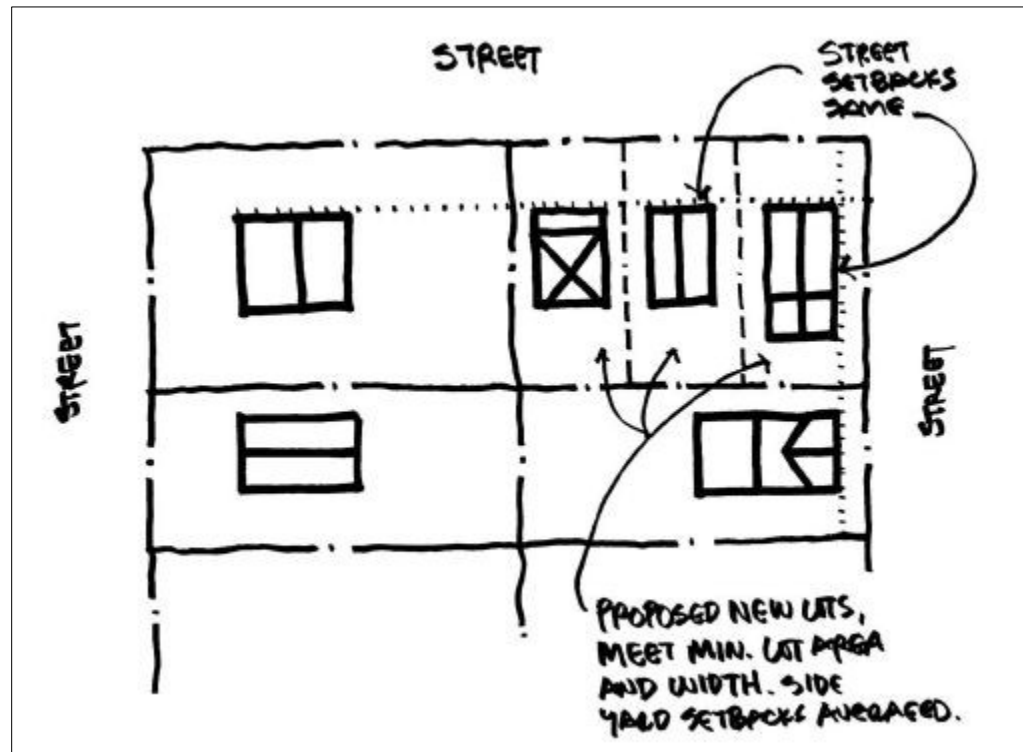
c. Subdivisions of Vacant Corner Lots

The following shall apply to an application to subdivide a new residential lot from a vacant corner lot (see Figure 17.3.7(I)3: Setbacks on Vacant Corner Lot Subdivision):

1. The subdivision shall be platted so the structure built upon the "remaining" corner lot has setbacks from both street lot lines that align with the existing setbacks of existing structures in each direction.
2. The setback from the street lot line for any new "interior" lot shall align with the existing setback of an existing adjacent structure. If no adjacent structure exists to establish the setback, or if the setback of an existing structure is atypical for the area, the setback from the street lot line shall be determined by the average of all similarly oriented setbacks along the same or immediately adjacent block face.
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(l) OV-CCP: Community Character Protection Overlay District**

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Figure 17.3.7(l)(3)c: Setbacks on Vacant Corner Lot Subdivision**d. Subdivisions of Corner Lots Generally**

The Zoning Administrator may require a different orientation or setback than that required by this Section if a different orientation or setback would further the intent of this Section, or where such orientation would preserve a grand and/or significant tree. The applicant for subdivision may appeal this determination in accordance with Sec. 17-2.5(u), Appeal - Zoning.

e. Height

New construction of primary structures on a residential lot which is contiguous to a lot upon which a structure 1½ stories high or less exists shall be no higher than a line drawn at a 45-degree angle from a point eight feet above the common lot line or than the maximum allowance within the underlying zoning district, whichever is less. These provisions shall not apply to chimneys and other unoccupied appurtenances attached to the structure (see Figure 17.3.7(l)(3)e: Maximum Height).

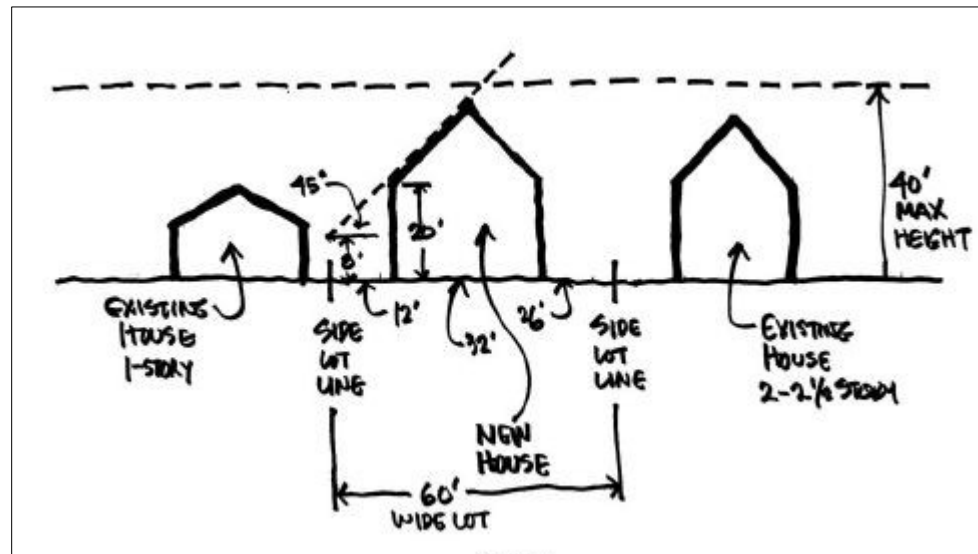
Article 3: Zoning Districts

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Figure 17.3.7(I)(3)e: Maximum Height



(4) Limits to Demolition

- a. The city shall not issue a demolition or relocation permit for any structure 50 years old or more within any geographic area to which this overlay applies without prior review and approval by the design development review commission (DDRC).
- b. The following demolitions and relocations are exempt from this section:
 1. Structures deemed "noncontributing" by City staff.
 2. Partial demolitions where city staff determines that the portion of structure to be demolished does not contribute to the design integrity of the structure or the character of the structure.
 3. The structure poses an immediate and substantial threat to the public safety as determined by the Building Official.
- c. The age of a structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Richland County Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the city to establish the age of the structure.
- d. The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration of the application by the DDRC.
- e. The DDRC shall approve a request for demolition or relocation only if it finds one or more of the following:
 1. The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.

Article 3: Zoning Districts

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2. The structure does not contribute to the historic architectural character of the district.
 3. The structure or property cannot be put to any reasonable economic beneficial use for which it is or may reasonably be adapted without approval of demolition.
- f. For applications to demolish or relocate a structure, the DDRC shall apply the following criteria for review:
1. Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the significance of the structure individually, in relation to the street, and as a part of the district as a whole. The architectural significance of the structure is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (i) Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
 - (ii) Contributes to a Historic District listed in the National Register of Historic Places.
 - (iii) Distinctive characteristics in architectural design.
 - (iv) Rare type within Columbia.
 - (v) Belonging to a style of buildings of which it is a good example.
 - (vi) A distinguished work of an architect of local or national importance.
 - (vii) A good example of a style or type of building which is becoming, or in danger of becoming extinct locally.
 2. The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects in a report with visual and written documentation of any structural issues to include whether it endangers public safety;
 3. A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate all of the following:
 - (i) The current use does not generate a reasonable economic return (may include market report of like uses and building scale in the same or similar neighborhood);
 - (ii) That appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return;
 - (iii) That alterations or additions to the existing building could not make the current or future use generate a reasonable economic return; and

Article 3: Zoning Districts

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- (iv) Potential Federal tax credits, local abatements or incentives, or other funding sources are not feasible to bridge the gap identified above.

DRAFT

Tree Protection & Tree Removal Decision Standards Revisions

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 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.

Sec. 17-5.4 Tree Protection**(a) Purpose**

The purpose of this Section is to establish standards for the preservation of significant trees in order to achieve a higher quality of life, enhance the appeal and

economic value of properties in the City, and otherwise contribute to the public health, safety and welfare.

(b) Applicability

(1) General

Unless exempted in accordance with Sec. 17-5.4(b)(2), Exemptions, ~~the standards in this Section apply to all development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a tree. no protected tree shall be cut, relocated, removed, or destroyed, except with approval of a Tree Removal Permit and in accordance with the standards of this Section.~~

(2) Exemptions

The following activities are exempt from the standards in this Section:

- a. Any activity with the INS-FJ zoning district;
- b. The removal or modification of any tree located on an individual lot on which an existing single-family detached or two-family dwelling is located;
- c. Routine or seasonal pruning in accordance with Sec. 17-5.3(c)(11), Maintenance of Landscape Areas;
- d. The removal or pruning, after providing documentation to the Zoning Administrator of the condition of the tree(s), of dead or naturally fallen trees; trees damaged during a hurricane, tornado, ice or wind storm, flood, wildfire or any other such act of nature; or trees that are found by the Zoning Administrator to be a threat to the public health, safety, or welfare;
- e. The selective and limited removal or pruning of trees or vegetation necessary to obtain clear visibility at driveways or intersections;
- f. The removal or pruning of trees within a utility easement by a utility company
- g. The removal of trees when required by the Federal Aviation Administration;
- h. The removal or pruning of trees or vegetation on land zoned or lawfully used for commercial cultivation of trees to be sold for transplantation, outside of any right-of-way, transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area;
- i. Forestry activities shielded from local development regulation in accordance with S.C. Code Ann. § 48-23-205, provided, any development application for the parcel of land where the forestry activities occur that is submitted within three years of the conclusion of the forestry activities shall be denied; and
- j. Timber harvesting that the Zoning Administrator determines is a commercial timber operation (see Sec. 17-9.4, Definitions), if notification is

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(c) General

provided, a forestry plan is submitted, and the timber harvesting complies with best management practices published by the South Carolina Forestry Commission, in accordance with Sec. 17-5.4(g), Timber Harvesting, provided, any development application for the parcel of land where a commercial timber operation occurs that is submitted within three years of the conclusion of the commercial timber operation shall be denied.

(c) General

(1) Protected Tree

For the purposes of this Section, a “protected tree” is:

- a. Any grand tree (see Sec. 17-9.4, Definitions);
- b. Any tree identified for use to meet the minimum tree-density requirements set forth in Sec. 17-5.3(h), Site Tree Density;
- c. Any tree used to meet any standard in Sec. 17-5.3, Landscaping;
- d. Any tree in fair or better condition (see Sec. 17-9.4, Definitions) having a trunk that is at least six inches in diameter, measured at four and one-half feet above the ground, that is:
 1. Located in a transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area (see Sec. 17-5.3, Landscaping); or
 2. Identified for use in meeting the tree canopy retention standards in Sec. 17-5.4(d), Retention of Existing Tree Canopy.

(2) Tree Removal Permit Required

A Tree Removal Permit (see Sec. 17-2.5(m), Tree Removal Permit) is required prior to the cutting, destruction, removal, relocation, or transplantation of a protected tree.

(3) Documentation of Existing Trees

Documentation of existing trees on the site, through a tree inventory or tree survey, shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required) in accordance with the requirements in the Procedures Manual.

(4) Tree Protection Plan

A tree protection plan shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required), in accordance with the requirements in the Procedures Manual. A tree protection plan shall clearly indicate what tree protection methods will be utilized.

(5) Tree Protection Zone Established

Unless otherwise established in this Section, the tree protection zone of a protected tree^s consists of the largest of the following:

- a. 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;
- b. The area located within a distance of one-half the tree's height of the tree; or
- c. The area within a distance of six feet of the tree.

(6) Prohibited Activity in Tree Protection Zone

- a. Development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a protected tree are prohibited in a tree protection zone, unless otherwise required by this Ordinance.
- b. Compaction of the soil within a tree protection zone over more than ten percent of the area of the tree protection zone is prohibited, except where necessary for pedestrian walkways. Where possible, mulch shall be used to mitigate soil compaction in areas of the tree protection zone where activity on the site may result in soil compaction.
- c. Utility and grading plans shall not modify or disturb the tree protection zone, provided, utilities may be located within a tree protection zone if:
 - 1. There is no alternative location for the utilities;
 - 2. Any tunneling or boring for utility lines occurs at a depth that avoids significant damage to the roots of the protected tree and is at least 25 inches below the ground;
 - 3. Any excavation is limited in extent to the minimum necessary and is accomplished using hand excavation methods that remove soil around tree roots without severing them; and
 - 4. All proposed activity within the tree protection zone is shown on an approved tree protection plan.

(7) Devices to Prevent Vehicular Damage

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.

(8) Trenching Prior to Clearing

The removal of trees adjacent to tree protection zones can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum width of one-and-one-half inches and a minimum depth of 12 inches shall be cut along the limits of land disturbance, outside of any tree protection zones, so as to cut, rather than tear tree roots.

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(c) General

(9) Credit Toward Open Space Set-Aside and Landscaping Standards

- a. The area occupied by a tree protection zone may be credited toward the open space set-aside requirements in Sec. 17-5.5, Open Space.
- b. Protected trees meeting the minimum planting requirements in Sec. 17-5.3(c), Sec. 17-5.3(b)(4), Landscaping Plan Required, may be used to meet landscaping requirements, including site tree density standards, in accordance with Sec. 17-5.3(c)(2), Credit for Existing Vegetation.

(10) Maintenance Requirements

The land owner and/or tenant shall maintain protected trees and tree protection zones in accordance with applicable tree protection plans and shall be subject to the requirements in in Sec. 17-5.3(c)(11), Maintenance of Landscape Areas, that apply to landscaping improvements.

(11) Replacement/Mitigation of Protected Trees

a. Grand Tree Removal in Accordance with Tree Removal Permit

As a condition of approval of a Tree Removal Permit that includes removal of grand trees, an equal or greater number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees shall be planted on the site to replace the density factor units for grand trees removed. This planting shall consist of shade trees and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

b. Protected Tree Removal without Tree Removal Permit

Any protected trees removed without prior approval of a Tree Removal Permit shall be replaced by trees having a total number of density factor units (see Sec. 17-5.3(h), Site Tree Density) that is equal to or exceeds one and one-half times the density factor units for protected trees removed. This planting shall consist of shade trees having a minimum caliper of three-and-one-half inches each at the time of planting and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

c. Location of Replacement Trees

Where the planting of replacement trees is required by this subsection, the replacement trees shall be planted on the lot where the protected trees were located prior to their removal and, to the extent practical, within the area that constituted the tree protection zone (see Sec. 17-5.4(c)(5), Tree Protection Zone Established) of the removed trees or adjacent to right-of-way.

d. Establishment Period

Replacement trees required in accordance with this subsection shall be maintained through an establishment period of three years from the time of their planting. Financial surety for the duration of the establishment period shall be provided at the time of planting and shall be of the type and

amount required for installation of required landscaping by Sec. 17-5.3(c)(1)c. The financial surety shall be canceled and/or returned at the end of the establishment period if the required replacement trees have been planted and maintained, otherwise, the City may draw on the surety to ensure replacement trees are provided as required by this subsection.

(d) Retention of Existing Tree Canopy

- (1) Any development or other activity subject to this Section shall retain a percentage of existing tree canopy on the site in accordance with Table 17-5.4(d)(1): Tree Canopy Cover Retention Standards. Trees retained on site shall be credited toward the site tree density requirements in Sec. 17-5.3(h), Site Tree Density, in accordance with Sec. 17-5.3(h)(5), Credit for Remaining Trees.

TABLE 17-5.4(D)(1): TREE CANOPY COVER RETENTION STANDARDS			
EXISTING TREE CANOPY COVER (AS A PERCENT OF THE SITE AREA) [1]	MINIMUM TREE CANOPY COVER RETENTION BY ZONING DISTRICT (AS A PERCENT OF EXISTING TREE CANOPY COVER) [1]		
	RESIDENTIAL DISTRICTS	ACTIVITY AND CORRIDOR DISTRICTS	INSTITUTIONAL AND CAMPUS DISTRICTS AND INDUSTRIAL DISTRICTS
80% to 100%	30%	15%	12%
60% to 79%	36%	18%	13%
40% to 59%	45%	22%	14%
20% to 39%	48%	24%	15%
19% or less	54%	26%	16%
NOTES: [1] Tree canopy cover consists of the horizontal projection onto the ground of the crowns of all healthy self-supporting trees having a trunk diameter of at least eight inches, measured at four and one-half feet above the ground.			

- (2) Priority areas for retention of existing tree canopy cover shall include the following, listed in priority order:
- a. Areas abutting tree protection zones of grand trees;
 - b. Riparian buffers, wetlands, or natural drainage courses;
 - c. Wildlife habitat and other sensitive natural areas;
 - d. Areas abutting greenways, trails, parks, or recreation areas; and
 - e. Transitional buffer yards and street protective yards.

- (3) Existing tree canopy that is required to be retained in accordance with Subsections (1) and (2) above may be removed from a development site only if the landowner demonstrates development on the site cannot be located and designed to allow for a beneficial use, after exploration of applicable alternatives and submission and approval of an alternative landscaping plan (See Sec. 17-5.3(b)(5)a, Alternative Landscape Plan) and if the removal of the tree canopy and replacement with new trees complies with the following:

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(e) Removal of Grand Trees

- a. The trees removed are replaced on a one-to-one basis, based on the DBH of the removed trees;
- b. The replacement trees have a minimum size of three caliper inches;
- c. The replacement trees are clustered in the highest priority areas identified in Subsection (2) above, to the maximum extent practicable, as a means of reestablishing existing tree canopy; and
- e-d. The replacement trees are planted with sufficient room to accommodate future growth.

(e) Removal of Grand Trees

(1) Standards for Evaluating Proposed Removal of a Grand Tree

The following factors shall be considered in evaluating a request to remove a grand tree as part of a Tree Removal Permit application:

- a. The topography of the site;
- b. Any proposed grade changes;
- c. The location of utilities and driveways;
- d. The location of the grand tree;
- e. Proposed tree planting or transplanting to compensate for the grand tree removal;
- f. Public safety;
- g. The health, condition and longevity of the grand tree;
- h. The species of the grand tree; and
- i. Any historic, aesthetic or exceptional quality associated with the grand tree.

(2) Replacement/Mitigation of a Grand Tree

Replacement of removed grand trees shall be in accordance with Sec. 17-5.4(c)(11), Replacement/Mitigation of Protected Trees.

(f) Tree Protection During Construction

- (1) Construction site activities, including but not limited to parking, equipment or material storage, bury pits, concrete washout, or burning of debris, are prohibited within tree protection zones.
- (2) Trees located within a tree protection zone shall be protected from chemical contamination from liquids or other materials, including but not limited to paint, chemical solvents, gasoline, oil, diesel fuel, hydraulic fluid, concrete spoils, or rinse water from vehicle cleaning, including rinsing of concrete truck tanks and chutes.

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(g) Timber Harvesting**

- (3) Prior to machinery passing over any area within a tree protection zone during construction, the area shall be cushioned using plywood sheeting covered by a minimum four-inch-thick layer of wood mulch, or materials providing an equivalent minimum degree of cushioning, as shown on an approved landscaping plan.
- (4) Protective barriers shall be installed prior to, and maintained throughout, the land disturbance and construction process. Such barriers shall:
 - a. Be installed along the outer edge of and completely surrounding all tree protection zones;
 - b. Consist of:
 1. A minimum four-foot-high wooden post and rail fence with two-inch by four-inch posts and a double one-inch by four-inch rail;
 2. A minimum four-foot-high orange polyethylene laminar safety fencing mounted on wooden posts; or
 3. A similar fencing method approved by the Zoning Administrator.
 - c. Be posted with warning signs that:
 1. Are posted not more than 150 feet apart;
 2. Are clearly visible from all sides of the tree protection area;
 3. Have a minimum area of four square feet per sign; and
 4. Identify the fenced area as a tree protection zone and direct construction workers not to encroach into the area (e.g., "Tree Protection Zone: Do Not Enter").
- (5) Any violation of the tree protection standards in this subsection is a violation of this Ordinance and may result in remedies and penalties in accordance with Sec. 17-8.6, Remedies and Penalties. Any action in violation of this subsection that results in damage to a protected tree that jeopardizes its survival shall be deemed removal of a protected tree.

(g) Timber Harvesting

Timber harvesting (see Sec. 17-9.4, Definitions) shall comply with the standards in this subsection.

(1) General**a. Required Notification**

The land owner shall notify the Zoning Administrator prior to beginning any timber harvesting.

b. Comply with Best Management Practices

All timber harvesting shall comply with the voluntary protective measures known as "Best Management Practices" that are published by the South

Article 5: Development Standards**Sec. 17-5.5. Open Space****(a) Purpose**

Carolina Forestry Commission, including the provision of an undisturbed buffer that:

1. Extends along the entire perimeter of the parcel, including road frontages, except for approved access crossings; and
2. Has a minimum width of 50 feet or the required setback for the zoning district in which the parcel is located, whichever is greater.

(2) Commercial Timber Operations**a. Burden of Proof of Commercial Timber Operation**

1. The land owner shall have the burden of proving by clear and convincing evidence that an activity is a commercial timber operation.
2. The land owner shall submit a forestry plan that demonstrates that the intended forestry activities will contribute to the long term production of marketable forest products and ensure the continued existence of forests through regeneration. Conducting a timber sale as the sole timber management activity does not constitute a commercial timber operation.

Sec. 17-5.5 Open Space

(a) Purpose

Open space set-asides are intended for the use and enjoyment of a development's residents, employees, or users. Open space set-asides serve numerous purposes, including preserving natural resources, ensuring resident access to open areas and active recreation, reducing the heat island effect of developed areas, providing civic and meeting spaces, enhancing storm water management, and providing other public health benefits.

(b) Applicability**(1) General**

Unless exempted in accordance with (2) below, all new development in the City shall comply with the standards in this Section.

(2) Exemptions

The following development is exempted from the standards in this Section:

- a. Single-family detached dwellings;
- b. Two-family dwellings;
- c. Utility Uses;
- d. Agricultural Uses; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(m) Tree Removal Permit****f. Appeal**

Optional (see Sec. 17-2.4(j), Appeal).

(4) Tree Removal Permit Decision Standards**a. A tree removal permit shall be approved only upon a finding that all of the following standards are met:**

- 1. A tree protection zone is established consistent with the requirements of Sec. 17-5.4(c)(5), Tree Protection Zone Established;**
- 2. All trees within the tree protection zone are protected and maintained during and after development in conformance with Sec. 17-5.4, Tree Protection;**
- 3. Any grand tree removed is done so only upon a finding it is in conformance with Sec. 17-5.4(e), Removal of Grand Trees;**
- 4. Any tree protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, that is removed is done so only upon a finding it is in conformance with Sec. 17-5.4(d)(3).**
- 5. Any other protected tree removed other than a grand tree or a tree that is protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, is done so only upon a finding:**
 - (i) The application of the standards in Sec. 17-5.4, Tree Protection, 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; and**
 - (ii) The approval of the Tree Removal Permit is consistent with the purposes of this Section.**

b. If a tree removal permit is approved, conditions of approval shall include the planting of any replacement trees required by Sec. 17-5.4(e), Removal of Grand Trees, and Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy. The Zoning Administrator may require as a condition of approval that an equal number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees be planted on the site to replace the density factor units for protected trees removed, in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).**a. If a grand tree is proposed to be removed, the Zoning Administrator's review, decision, and conditions imposed with respect to the removal of the grand tree shall be in accordance with Sec. 17-5.4(e), Removal of Grand Trees. For the removal of any tree other than a grand tree, the Zoning Administrator may approve a Tree Removal Permit on finding the following:**

- 1. The application of the standards in Sec. 17-5.4, Purpose, would result in unreasonable or impractical situations due to unusual site**

ORDINANCE NO.: 2019-013

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
to repeal and replace Chapter 17, Planning, Land Development and Zoning*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019 that the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning is hereby repealed in its entirety and replaced with Chapter 17, Unified Development Ordinance as reflected in the attached "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" which is 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>.

This ordinance is effective as of May 1, 2020.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:

**CITY COUNCIL**

July 16, 2019 at 6:00PM

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201**Zoning Text Amendment Case Summary****Amend §17-258 to Allow Hotels, Motels and Tourist Courts in Neighborhood Commercial District (C-2)**

Proposal: Amend the text of §17-258 to allow hotels, motels and tourist courts in Neighborhood Commercial District (C-2)

Applicant: Rachel Bailey, Zoning Administrator

Pertinent Section: Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses)

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (6-0)

ZPH, 1st Reading: 07/16/2019; Pending

2nd Reading: 08/06/2019; Pending

STAFF RECOMMENDATION

Staff recommends the City Council approve the request.

TABLE 1. TABLE OF PERMITTED USES

LEGEND:																				
x = Permitted use in the district; e = Special exception by board of zoning appeals a = Permitted accessory use;																				
a/e = Permitted as an accessory use or as a principal use by special exception; nr = No requirements;																				
"c" = Permitted in the indicated district, provided the owner and/or tenant complies with the associated conditions set forth in this article;																				
"o" = Permitted in the indicated district as office only.																				
"a/c" = Permitted in the indicated district as an accessory use but is also permitted as a primary use provided the owner and/or tenant complies with the associated conditions set forth in this article																				
Principal Uses	Zoning Districts																			Off-Street Parking Requirements
	D-1	RS-1 RS-1A RS-1B RS-2 RS-3	R-D RD-2	RG-1	G-1A	RG-2	RG-3	C-1	C-2	C-3	C-3A	C-4	C-5	C-6	M-1	M-2	UTD	MX-1	MX-2	
5992 Florist								e	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
5993 Cigar store and stands								e	x	x	x	x	x	x	x			x	x	
5994 News dealers and newsstands								e	x	x	x	x	x	x	x				x	
5999 Miscellaneous retail stores, not elsewhere classified								e	x	x	x	x	x	x	x			x	x	
DIVISION H. FINANCE, INSURANCE AND REAL ESTATE (60—67)								x	x	x	x	x	x	x	x	x	x	x	x	3 for each 1,000 square feet of gross floor area
6141 Non-depository personal credit institutions (pay day loan and/or title loan establishments (section 17-294)								c	c	c	c	c	c	c	c	c	c			
6152 Banquet hall										e	e	x	x	x	x			e	x	
6553 Cemetery subdividers and de- velopers	e	e	e	e	e	e	e	x	x	x	x	x	x	x	x	x	x	o	o	
DIVISION I. SERVICES																				3 for each 1,000 square feet of gross floor area
70 Hotels, roominghouses, camps and other lodg- ing places																				
701 Hotels, motels and tourist courts																				
701.1 Suite hotel (section 17-272)																				
701.2 Bed and breakfast hotel (section 17- 271)			e	e	e	e	e	x	x	x		x	x	x	x			x	x	1 for each bedroom
702 Roominghouses and boardinghouses						e		e	e											
703 Camps and trailering parks	e																			
704 Organization hotels and lodginghouses, on membership basis						e		x	x	x		x	x	x				x	x	
72 Personal services																				

(Code 1979, § 6-3091; Ord. No. 93-82, 9-15-93; Ord. No. 96-025, 11-6-96; Ord. No. 99-011, § 2, 4-21-99; Ord. No. 99-076, 9-15-99; Ord. No. 2000-028, 5-17-00; Ord. No. 2000-024, § 3, 3-29-00; Ord. No. 2003-39, 5-21-03; Ord. No. 2003-040, 5-21-03; Ord. No. 2003-046, 8-6-03; 2004-005, 2-11-04; Ord. No. 2004-066, 7-21-04; Ord. No. 2005-066, 7-20-05; Ord. No. 2005-092, 8-24-05; Ord. No. 2007-015, 6-6-07; Ord. No. 2008-004, 1-23-08; Ord. No. 2008-025, 6-18-08; Ord. No. 2008-051, 11-5-08; Ord. No. 2008-069, 10-1-08; Ord. No. 2009-023, 4-1-09; Ord. No. 2009-024, 4-1-09; Ord. No. 2009-036, 6-3-09; Ord. No. 2009-064, 8-5-09 Ord. No. 2009-099, 10-7-09; Ord. No. 2009-109, 1-27-10; Ord. No. 2009-117, 2-3-10; Ord. No. 2009-132, 2-3-10; Ord. No. 2010-050, 4-7-10; Ord. No. 2010-110, 7-28-10; Ord. No. 2010-119, 8-2-11; Ord. No. 2010-135, 10-6-10; Ord. No. 2010-143, 12-7-10; Ord. No. 2011-033, 5-24-11; Ord. No. 2011-047, 8-2-11; Ord. No. 2011-048, 8-2-11; Ord. No. 2011-085, 12-13-11; 2011-082, 1-17-12; Ord. No. 2012-020, 4-10-12; Ord. No. 2012-021, 4-18-12; Ord. No. 2012-026, 6-5-12; Ord. No. 2013-009, 2-5-13; Ord. No. 2013-049, 6-4-13; Ord. No. 2013-115, 12-10-13; Ord. No. 2014-028, 4-8-14; Ord. No. 2014-102, 12-2-14; Ord. No. 2014-103, 12-2-14; [Ord. No. 2017-003, 4-4-17](#))

Note— Formerly numbered as 17-255.

ORDINANCE NO.: 2019-053

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses, Division I, Services, Sic 701 Hotels, motels and tourist courts

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses, Division I, Services, Sic 701 Hotels, motels and tourist courts is amended to permit hotels, motels and tourist courts in C-2 (Neighborhood Commercial District) as shown on the attached table.

Requested by:

Planning and Development Services

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

TABLE 1. TABLE OF PERMITTED USES

LEGEND:

x = Permitted use in the district; e = Special exception by board of zoning appeals a = Permitted accessory use;
 a/e = Permitted as an accessory use or as a principal use by special exception; nr = No requirements;
 "c" = Permitted in the indicated district, provided the owner and/or tenant complies with the associated conditions set forth in this article;
 "o" = Permitted in the indicated district as office only.
 "a/c" = Permitted in the indicated district as an accessory use but is also permitted as a primary use provided the owner and/or tenant complies with the associated conditions set forth in this article

Principal Uses	Zoning Districts																			Off-Street Parking Requirements
	D-1	RS-1 RS-1A RS-1B RS-2	R-D RD-2	RG-1	G-1A	RG-2	RG-3	C-1	C-2	C-3	C-3A	C-4	C-5	C-6	M-1	M-2	UTD	MX-1	MX-2	
5992 Florist								e	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
5993 Cigar store and stands								e	x	x	x	x	x	x	x			x	x	
5994 News dealers and newsstands								e	x	x	x	x	x	x	x				x	
5999 Miscellaneous retail stores, not elsewhere classified								e	x	x	x	x	x	x	x			x	x	
DIVISION H. FINANCE, INSURANCE AND REAL ESTATE (60—67)																				
6141 Non-depository personal credit institutions (pay day loan and/or title loan establishment (section 17-294)								c	c	c	c	c	c	c	c	c	c			3 for each 1,000 square feet of gross floor area
6152 Banquet hall										e	e	x	x	x	x			e	x	5 for each 1,000 square feet of gross floor area
6553 Cemetery subdividers and de- velopers	e	e	e	e	e	e	e	x	x	x	x	x	x	x	x	x	x	O	O	3 for each 1,000 square feet of gross floor area
DIVISION I. SERVICES																				
70 Hotels, roominghouses, camps and other lodg- ing places																				
701 Hotels, motels and tourist courts									x	x	e	x	x	x				x	x	1 for each bedroom
701.1 Suite hotel (section 17-272)									e	x		x	x	x	x			x	x	
701.2 Bed and breakfast hotel (section 17- 271)			e	e	e	e	e	x	x	x		x	x	x	x			x	x	
702 Roominghouses and boardinghouses						e		e	e											
703 Camps and trailering parks	e																			No requirements
704 Organization hotels and lodginghouses, on membership basis						e		x	x	x		x	x	x				x	x	1 for each 3 beds
72 Personal services																				

RESOLUTION NO.: R-2019-064

Adopting a Program for Temporary Alternative Payment of Parking Fines

WHEREAS, there is an increasing number of underprivileged school age children that live at or below the poverty level residing within the City of Columbia going without the basic necessities needed to function in school and everyday life; and,

WHEREAS, the lack of basic necessities and school supplies can lead to children being under-educated which will continue the cycle and increase of their working at or below the poverty level; and,

WHEREAS, in an effort to temporarily offset the needs of the school children and their families by supplying food, school supplies and other basic necessities, the City of Columbia desires to adopt a program to provide for a temporary alternative payment of parking fines for qualifying parking infractions through the donation of food items, children's toys, or school supplies that are equal to or greater in value to the parking infraction fine, in lieu of the payment of money at set times throughout the year; and,

WHEREAS, the City desires to adopt a program to allow for the temporary alternative payment of parking fines by outlining the qualifying parking infractions, range of dates the parking infractions were issued, time period in which donations in lieu of payment to be made and types of food items, toys or school supplies that will qualify, all of which shall be determined by the sole discretion of the Parking Services Division; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that it hereby adopts a Program for Temporary Alternative Payment of Parking Fines within the City of Columbia which shall be determined by the sole discretion of the Parking Services Division based on the following criteria:

1. The temporary alternative payment shall occur no more than two (2) per year at times set by the Parking Services Division.
2. The Parking Division shall determine the range of dates the parking infractions were issued, and the time period in which donations in lieu of payment may be made.
3. The Parking Services Division shall determine the type of food items, children's toys or school supplies that will be accepted in lieu of payment of money for parking infractions which are equal to or greater in value to the parking infraction fine.
4. The Parking Services Division shall designate how and where donations will be accepted and shall provide the donor with a receipt for the payment in lieu of the parking infraction.
5. The Parking Services Division shall determine how the donations are to be distributed and shall coordinate the distribution and delivery of the donations through local agencies, schools, church groups, neighborhood organizations, etc. to insure the equal distribution of the donations to the underprivileged children residing throughout the City of Columbia.

Requested by:

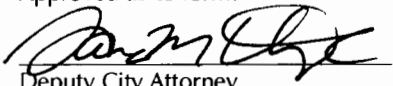
Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA

Parking Services Division
820 Washington St, Columbia, SC 29201

Donations4Citation (Back to School Supply Drive)

- Upon City Council Approval and Resolution on August 6th, Kick off August 7th.
 - Anyone receiving a City of Columbia issued parking citation between August 7th and August 21st may satisfy their citation by bringing new, unwrapped school supplies of equal or greater value to the parking fine amount (including the receipt) to the Parking Services Office located at 820 Washington Street. Across from the Columbia Police Department. M-F 8:30-5P.
 - Final donation date will be September 4th.
 - Citations must be received within the period August 7th through August 21st to be eligible.
 - Citations received prior to August 6th or after Aug 21st are excluded.
 - Actual Donations do not begin until Aug 7th
 - Only non-public safety citations may be satisfied during the program period. Citations below will be excluded:
 - Traffic & Moving violations issued by CPD are excluded.
 - Handicapped Parking Violation
 - Residential Parking Permit Violations
 - Parking Improperly
 - Parking in a “no parking” area/zone
 - Double Parking
 - Blocking Driveway
 - Loading Zone Violations
 - Reserved Parking Only
- | | |
|---|---|
| <ul style="list-style-type: none"> • Pencils • Pens • Erasers • Highlighters • Dry erase markers • Index Cards • Paper Towels Disinfecting Wipes | <ul style="list-style-type: none"> Card Stock Loose leaf paper 3 Ring Binders Rulers Post-Its Scissors Crayons |
|---|---|
- Donations received will be delivered to Ynotu2, which serves our family & children of the Midlands.

RESOLUTION NO.: R-2019-067*Adopting City of Columbia Neighborhood Traffic Control Projects Policy*

BE IT RESOLVED this ____ day of _____, 2019 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Public Works Department Traffic Engineering Division Neighborhood Traffic Control Projects Policy attached hereto. This policy replaces and supersedes all previous policies formerly referred to as neighborhood traffic control projects policy of the City or its departments.

Requested by:

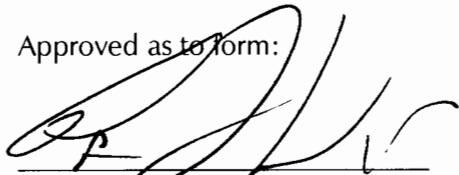
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading

LEGAL DEPARTMENT DRAFT



City of Columbia, SC
Public Works Department
Traffic Engineering Division
Neighborhood Traffic Control Projects Policy

1. Initial Request – either from a neighborhood association or groups of concerned citizens (petition). The request may be directed to the City’s Traffic Engineering Division or to the City Manager’s office. The problem areas should be identified as specifically as possible in order to insure the appropriate data is collected. The request will also be forwarded to officials of the S.C. Department of Transportation (SCDOT), if the residential street is State-maintained. A meeting may also be held between City officials (Councilmembers and City staff), SCDOT (if appropriate), and representatives from the neighborhood.
2. Traffic Investigations – The City’s Traffic Engineering Division conducts traffic volume/speed surveys at strategic locations in the neighborhood. The results are compiled on a map of the neighborhood detailing City and State-owned roadways.
3. Neighborhood Consultations – Results of the traffic data collection are provided to the neighborhood association, City Council, and to SCDOT. Based on the data, specific locations for traffic control changes and associated signing are identified by the neighborhood. Based on these locations, the neighborhood is responsible for obtaining concurrence of 75 percent of residences on each affected block and 100 percent of properties fronting the proposed traffic calming devices. Once the neighborhood association reaches a consensus regarding the changes, another meeting may be held between the neighborhood association, the City, and SCDOT to work out the details of the proposed changes.
4. Final Review – The final proposal is provided to the neighborhood association for their review, and, if a consensus is reached for approval, the plan is submitted to City Council to vote on final approval.
5. Submission to SCDOT (if State-maintained) – Upon City Council approval, the proposal is prepared in map form and submitted to the SCDOT District Engineering Administrator. The information is reviewed and either approved or revised and returned to the City.
6. Implementation – The items outlined in the final plan are implemented by City staff. The Police Department is notified of the changes so that a coordinated enforcement effort can accompany the new traffic control.
7. Follow-Up Studies – After a reasonable period of time (a minimum of three weeks) for motorists to become accustomed to the changes, traffic volume/speed surveys may again be conducted to determine the effect of the traffic control project. This information is evaluated by City and SCDOT staff, and if necessary, additional action may be taken.

APPROVED AS TO FORM

Legal Department City of Columbia

RESOLUTION NO.: R-2019-076

Authorizing the City Manager to execute a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 6,818 square feet of office space known as Suite 200, 1225 Lady Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached District Office Lease Amendment and Lease Attachment, or on a form approved by the City Attorney, between the City of Columbia and U.S. House Representative James E. Clyburn for lease of approximately 6,818 square feet of office space known as Suite 200, 1225 Lady Street through January 2, 2021.

Requested by:

Assistant City Manager Palen

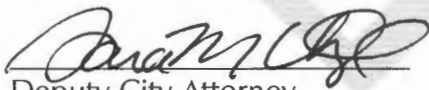
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

- A. Section 1 has three blank lines to be filled in:
 1. the term of the previous lease that is being amended or extended;
 2. street address of office being leased; and
 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2021. If the lease is not going to be extended, write "N/A" in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease, write "NONE" in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 116th Congress must accompany this District Office Lease Amendment ("Amendment").
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 116th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 116th Congress)

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from January 3, 2017 to January 2, 2019 for the lease of office space located at 1225 Lady Street, Suite 200 in the city, state and ZIP of Columbia, SC 29201.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including June 14, 2020. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be ***\$7,386.17. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

*** Additional square footage was added to the lease. Original square footage was 5,199.5, the new square footage will be 6,818. See attachment "A"
4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
 Washington, D.C. 20515
District Office Lease Amendment
 (Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

The City of Columbia, South Carolina

Congressman James E. Clyburn

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
 (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
 (Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
 (Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
 The parties should also directly discuss broadband status.)

- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

- ☒ Lockable Space for Networking Equipment.

- ☒ Telephone Service Available.

- ☒ Parking. ☒ 11 Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis

- ☒ Utilities. Includes: Water, Sewer, and Electricity

- ☐ Janitorial Services. Frequency: _____

- ☐ Trash Removal. Frequency: _____

- ☐ Carpet Cleaning. Frequency: _____

- ☒ Window Washing. ☐ Window Treatments.

- ☐ Tenant Alterations Included In Rental Rate.

- ☒ After Hours Building Access.

- ☐ Office Furnishings. Includes: _____

- ☒ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☒ No

- ☒ Building Manager. ☐ Onsite ☒ On Call Contact Name: Kelvin Keisler
 Phone Number: (803) 545-3104 Email Address: Kelvin.Keisler@columbiasc.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
 Copies may also be faxed to 202-225-6999.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
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SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

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terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

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15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

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25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

The City of Columbia, South Carolina
Print Name of Lessor/Landlord

Congressman James E. Clyburn
Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?			
Name Bre Maxwell	Phone (803) 799-1100	E-mail bre.maxwell	@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Print Form

Packet Pg. 252

U.S. House of Representatives

Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: **vendorEFT@mail.house.gov**

FAX NUMBER: **(202) 225-6914**

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER 53-6002523

AGENCY LOCATION CODE 4832

TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP

Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN)

EMPLOYER TAX ID NUMBER (EIN)

- or -

CONTACT PERSON NAME

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

PO EMAIL

TELEPHONE NUMBER

FAX NUMBER

TELEPHONE NUMBER

FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ Individual/Sole Proprietor or Single Member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/Estate

Limited Liability Company. Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership
Note: For *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: ☐ Federal ☐ State ☐ Local

☐ Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION U.S.

BANK NAME

TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCKBOX NUMBER

TYPE OF ACCOUNT

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business ☐ Large Business-No Socio-Economic Designations ☐ Minority ☐ SmBusiness ☐ Sm-Disadv/Minority ☐ Sm-Disadv Only ☐ SmMin Only

Sm-Disadvantaged Business Prog ☐ 8 (a) Firm ☐ HUBZone Program ☐ HUBZone Eligible ☐ Emerging Small Business ☐ Women-Owned Business

Other Preference Programs ☐ Buy Indian ☐ Directed to JWCD Non-Profit ☐ No Preference/Not Listed ☐ Small Business Set-Aside ☐ Very Small Business Set-Aside

Veteran Owned Status ☐ Non-Vet Owned SmBus ☐ Other Vet Owned SmBus ☐ Serv-Disabled Vet Other Bus ☐ Serv-Disabled Vet Owned SB ☐ Vet-Owned Other Bus

Size of Business: ☐ (A) 50 or less ☐ (B) 51-100 ☐ (C) 101-250 ☐ (D) 251-500 ☐ (E) 501-750 ☐ (F) 751-1,000 ☐ (G) Over 1,000 ☐ (M) 1 million or less

☐ (N) 1.1-2 million ☐ (P) 2.1-3.5 million ☐ (R) 3.1-5 million ☐ (S) 5.1-10 million ☐ (T) 10.1-17 million ☐ (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME

TITLE/POSITION

SIGNATURE

DATE

TELE

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution

The image shows a sample voided check from SunTrust Bank. The check is dated 1/15/14 and is payable to 'PAY TO THE ORDER OF' with a dollar sign. The address is 'THOMAS B. ANDERSON, 123 PLEASANT STREET, ANYWHERE, FL 12345'. The bank name is 'SunTrust Bank'. The ACH RTN is 061000104. The account number is 12345678901. The check number is 101. The routing transit number (RTN) is 061000104. The account number is 12345678901. The check number is 101.

1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.