



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 16, 2019

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, July 16, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Gills Creek Greenway - Ms. Krista Hampton, Planning and Development Services Director
2. Text Amendment for Eating and Drinking Establishments - Ms. Krista Hampton, Planning and Development Services Director **Addition**
3. Unified Development Ordinance Review - Ms. Krista Hampton, Planning and Development Services Director
4. Alternative Payment of Fines - Ms. Elle Matney, Parking Services Director
5. Vacant Building Registration Briefing - Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department **Deferred**
6. Coordination of Regional Homeless Services and the Inclement Weather Center Service Agreement - Ms. Melisa Caughman, Budget and Program Management Director



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EXECUTIVE SESSION

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

Nicole Brown v. COC

8. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70

*Massage Parlors
Lower Richland Sewer*

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

CONSENT AGENDA ITEMS 9 THROUGH 18 AND 20 THROUGH 27

9. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$72,000. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs 1011103-636600 - The original budget amount is \$72,000.

10. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge, Strategies, LLC in an amount not to exceed \$85,000. This firm is located in Washington, DC.

Funding Source: Governmental Affairs 1011103-636600 - The original budget amount is \$83,750.00.



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11. Council is asked to approve Change Order #3 to the Contract for Environmental Services associated with the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Award to ESP Associates, Inc. in the amount of \$450,000.00. This firm is located in Fort Mill, SC.

Funding Source: CDBG-DR Program Grant Funding from HUD. The original contract amount was \$668,776.00. Contract Amendment One was at no cost. The second amendment was approved to \$884,700. Amendment #3 includes environmental services to complete the known and projected assessment scope for the CDBG-DR programs. The minor to major rehabilitation conversions (\$346,773) and the remaining properties requiring a Tier II report (\$57,075), and approximately 12% contingency (\$46,152) for unforeseen items, for a total amendment of \$450,000 would increase the total value of the ESP Associates, Inc. contract to \$1,334,700.

12. Council is asked to approve the purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Police Department. Award to Utility Associates in the amount of \$64,247.50. The vendor is located in Decatur, GA.

Funding Source: Police Administrative Services - Maintenance & Service Contract - 1012402-638200. The original budget amount is \$69,387.30.

13. Council is asked to approve a Contract for Park Street Deck Repairs as requested by Support Services. Award to Midwest Maintenance, Inc. in an amount not to exceed \$69,613.00. This firm is located in Piqua, OH.

Funding Source: 5329999-PG101702-658650. Original budget amount \$69,613.00.

The following sub-contractors/suppliers will provide additional services/materials:

Concrete Grinding & Prep of Columbia, SC will provide services consisting of concrete prep work and grinding of existing coatings valued at 16 % (\$10,800.00) of the total contract value.

Guaranteed Supply Co. of Columbia, SC will provide materials for waterproofing and for concrete repair valued at 29% (\$20,458.00) of the total contract value.

14. Council is asked to approve the purchase of a Mobile Stage Trailer for the Parks & Recreation Department, as requested by Fleet Services Department. Award to Progressive Products Inc., in the amount of \$90,703.80. This vendor is located in Pittsburg, KS.

Funding Source: Capital Replacement- Auto, Trucks, Hvy Equip-Capital; 6308972-658500. The original budgeted amount is \$92,340.00.



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15. Council is asked to approve an amendment in the amount of \$133,108.15 to the Design Build Contract for the Hampton Park Neighborhood Center, as requested by the Parks and Recreation Department. The original award to Solid Structures, LLC, a Minority Business Enterprise (Woman), was in the amount of \$637,000.00. The firm is located in West Columbia, SC. We also request the Council's approval to execute the amendment in a form approved by the City's Attorney's Office with final approval by the City Manager.

Funding Source: 4039999-PK003203 - The previous award amount was \$637,000. The revised award amount is \$770,108.15. The original budgeted amount is \$770,108.15.

16. Council is asked to approve a Contract for the Earlewood Park Channel Restoration & Bioretention Area Project, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified LBE and MBE (Woman) in an amount not to exceed \$315,552.00, which includes contingency. The firm is located in Lexington, SC.

Funding Source: 5529999-SD846401-658650 This project is funded by a Federal Grant. The original budget amount is \$368,274.00.

17. Council is asked to approve Contract Amendment #1 for Project SD8360; Water Quality Monitoring and MS4 Program Support, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$531,319.00. This firm is located in Columbia, SC.

Funding Source: 5534202-638305 - The previous award amount is \$464,335.00. The revised contract amount is \$995,654.00. The original budgeted amount is \$1,000,000.

The following sub-consultants will provide additional services:

Rogers & Callcott Environmental will provide sampling and laboratory analytical services at 9.4% (\$49,685.00) of the contract value.

YSI Incorporated will provide equipment and calibration solution for multi-parameter data sondes at 7.8% (\$41,450.00) of the contract value.

Campbell Scientific will provide vendor services/materials at 0.9% (\$5,000.00) of the contract value.

18. Council is asked to approve Project SS7503; a Contract for the Metro Lane Water Main, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$318,274.00, which includes contingency funding. This firm is a qualified LBE located in Prosperity, SC.

Funding Source: 2539999-638400 (2015 Oct. Flood Recovery - FEMA)



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The original budget for this project is \$436,510.00.

This project includes Flood Recovery construction consisting of an 8" Water Main of approximately 3,250 LF of new 8" DIP along Metro Lane at the City of Columbia's Metro Wastewater Treatment Plant. Construction design includes air release valves, fire hydrants, erosion control, water line abandonment and other associated appurtenances.

The following subcontractors/suppliers will provide additional services/supplies for this project:

Fortiline Waterworks of Lexington, SC will provide materials and pipe valued at \$95,000.00 (33%) of the total contract value.

Capital Concrete of Lexington, SC will provide flowable fill at \$20,000.00 (7%) of the total contract value.

Sloan Construction of Columbia, SC will provide asphalt at \$15,000.00 (5%) of the total contract value.

19. Council is asked to approve an Agreement for Project SS7472; Upper Crane Creek Sewer Relief Phase I, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$466,298.00. This firm is located in Columbia, SC. **Withdrawn**

Funding Source: 5529999-SS747201-658650. The original budgeted amount is \$466,298.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

AECOM is the mentor for this project and will provide technical consulting support at 73.9% (\$344,545.00) of the contract value. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide project administration support, preliminary investigation, survey and utility mapping, project management for geotechnical investigation, project permitting, and bidding assistance at 21% (\$97,853.00) of the contract value.

The following sub-consultants will provide additional services:

CECS, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will provide utility mapping services at 1.3% (\$6,000.00) of the contract value.

Terracon Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at 3.8% (\$17,900.00) of the contract value.

20. Council is asked to approve an Engineering Services Agreement for Project SS7489; DR4241 HGMP Metro Wastewater Treatment Plant Flood Protection Engineering, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$638,739.38. This firm is located in Columbia, SC.



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Funding Source: 2539999-SS748901-658650. The original budgeted amount is \$638,739.38.

This is a FEMA DR-SC4241 Project. Weston & Sampson of Columbia, SC will analyze and assess hydrologic/hydraulic conditions; determine suitability of materials for construction; evaluate subsurface conditions for levee alignment; assess and mitigate potential impacts caused by the proposed levee protection system; develop alternates to provide a 500-year flood protection for the Metro Plant at 55.3% (\$353,117.48) of the contract value.

The following sub-consultants will provide additional services:

Glenn Associates, of Jenkinsville, SC will provide surveys at 4.4% (\$27,900) of the contract value.

Freeze & Nichols, of Charlotte, NC will provide H&H analysis at 24.3% (\$155,440.60) of the contract value.

4D Engineering, of Lexington, SC will provide stormwater, transportation and overlays at 4.8% (\$30,520.80) of the contract value.

F&ME, of Columbia, SC will provide geotechnical field and lab services at 11.2% (\$71,760.50) of the contract value

21. Council is asked to approve an Engineering Services Agreement for projects SD8159, SD8395, SD8435, and SD8439 for Rocky Branch Capital Improvements Phase I, as requested by Columbia Water. Award to ESP Associates, Inc. in the amount of \$844,356.00. The firm is located in Fort Mill, SC.

Funding Source: 5549999-SD8159-658650, 5549999-SD8395-658650, 5549999-SD8435-658650, 5549999-SD8439-658650. The original budget amount is \$845,000.00.

This is a Mentor Protégé Program Project. ESP Associates, Inc. of Fort Mill, SC is the Mentor and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services at 80% (\$675,484.00) of the total contract value. Hybrid Engineering, Inc. a Small Business Enterprise of Columbia, SC is the Protégé is responsible for Engineering Support at 20% (\$168,871.20).

22. Council is asked to authorize Indefinite Delivery Contracts for Emergency Asphalt and Concrete Repair Services, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc. and North American Pipeline Management, Inc. in an amount not to exceed \$750,000.00 per agreement. We also request Council's approval for the execution of the final agreements, subsequent task orders, and option to extend services to the extent of Council's approved budget amount, in a form approved by the City's Attorney's Office with final approval by the City Manager.



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Funding Source: 5516220-638500 and 5516221-638500 - The original budget amount is \$2,000,000.00.

AOS Specialty Contractors, Inc. a certified LBE and DBE (Woman) of Lexington, SC will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

North American Pipeline Management a DBE (Woman) of Marietta, GA will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

23. Council is asked to ratify six (6) Emergency Procurements for the replacement and repair of water main systems, roadway repairs throughout the City, elevator repairs, as requested by Columbia Water, and the Support Services Department. Award to the lowest responsive bidder for each project, in the total amount of \$1,038,032.00.

Capital Replacement: Water & Sewer Capital Projects- Capital Projects Costs; 5529999-658650/WM447901-658650; (\$580,888.00); Water & Sewer Capital Projects- Capital Projects Costs; 5529999-658650/WM448301-658650; (\$67,150.00); Parking Imp Project Control- Capital Projects Costs; 5329999-658650/PG101304-658650 (\$106,593.00); Engineering- Special Projects; 5511706-638500; (\$131,400.00); Engineering- Special Projects; 5511706-638500; (\$53,892.00); Engineering- Special Projects; 5511706-638500; (\$89,700.00).

Requisition	Funding Source	Vendor	Brief Description & Justification	Amount
Columbia Water				
R194334	5529999-658650/ WM447901-658650	Lake Murray Utility Company	Replacement of 6" water mains along Elmhurst Rd., Parkside Dr., Coles Rd, and Johnson Ave.	\$580,888.00
R195080	5529999-658650/ WM448301-658650	G.H. Smith Construction	Water Service renew along Harrison Road between intersection at Reynolds Dr. and Bagnal Dr.	\$67,150.00
R194674	5511706-638500	G.H. Smith Construction	Install approximately 1,200 linear feet 6" water main along Montague Rd.	\$131,400.00
R195656	5511706-638500	G.H. Smith Construction	Asphalt repair due to a 10" waterline break on Santee Street	\$53,892.00
R197060	5511706-638500	AOS Specialty Contractors Inc. (DBE)	Repair damaged waterline within the right of way of Broad Street	\$89,700.00
Support Services				
R194486	5329999-658650/ PG101304-658650	Southern Elevator Company	New elevator basement hoist machine including brake and DC motor	\$106,593.00



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24. Council is asked to approve contract renewals for the 2019/2020 fiscal year totaling \$9,162,138.52. Contract renewals listed are for various departments, funds, and amounts. See attached chart for specific department information.

See attached Chart

25. Ordinance No.: 2019-055 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)

First reading approval was given on July 9, 2019.

26. 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, July 27, 2019 with a rain contingency of Saturday, August 3, 2019 **Revised**

27. Resolution No.: R-2019-057 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Jimmy Kuehnle and Mimi Kato Closing Party

PRESENTATIONS

28. Recognition of Mr. Michael G. Cothran as the July Employee of the Month - Mr. Harry N. Tinsley, Director of Emergency Management
29. Columbia's 29th Hiroshima Vigil/Remembrance Day Proclamation - The Honorable Mayor Stephen K. Benjamin

ORDINANCES - SECOND READING

30. 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 **Deferred**



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ORDINANCES - FIRST READING

31. 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)
32. Ordinance No.: 2019-058 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 1233 Washington Street, LLC
33. Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise **Deferred**
34. 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
35. Ordinance No.: 2019-061 Authorizing the City Manager to execute an Air Rights Development Contract between the City of Columbia and Breakwater, LLC

PUBLIC HEARING

36. 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

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

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

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



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| <i>Council District:</i> | 3 |
| <i>Proposal:</i> | <i>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.</i> |
| <i>Applicant:</i> | <i>Kristian Landon Kuhn and Kimberly Michelle Kuhn</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>05/06/2019; (Approval, 7-0)</i> |
38. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 3937 Bluff Road; TMS# 13500-01-04(p)
- 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*
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| <i>Council District:</i> | 3 |
| <i>Proposal:</i> | <i>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.</i> |
| <i>Applicant:</i> | <i>Columbia Bluff DG, LLC</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>05/06/2019; (Approval, 7-0)</i> |
39. FUTURE LAND USE MAP CONFIRMATION AMENDMENT - 111 Sparkleberry Crossing Road; TMS# 25705-07-26
- 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*
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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> |
40. ZONING MAP AMENDMENT CONFIRMATION - 111 Sparkleberry Crossing Road; TMS# 25705-07-26
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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> |
41. REPEAL AND AMEND §17-55, §17-258 and §17-269 – Eating and Drinking Establishments
- Ordinance No.: 2019-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division I, Sec. 17-55, Definitions to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment. Type 1; and Eating and drinking establishment, Type 2; Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment. Type 1; and Eating and drinking establishment. Type 2 and update parking requirement; and to repeal and replace in its entirety Sec. 17-269 Drinking establishments*
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| <i>Proposal:</i> | <i>Repeal and amend portion of 17-55, 17-258 and 17-269 related to eating and drinking establishments</i> |
| <i>Applicant:</i> | <i>Rachel Bailey, Zoning Administrator</i> |
| <i>Pertinent Section:</i> | <i>Chapter 17, Article III, Division 1, §17-55 (Definitions); Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses); and Chapter 17, Article III, Division 8, §17-269 (Drinking Establishments)</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>06/03/2019; Approval (5-1)</i> |
42. **AMEND §17-258 to Allow Hotels, Motels and Tourist Courts in Neighborhood Commercial District (C-2)**
- 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*
- | | |
|------------------------------|---|
| <i>Proposal:</i> | <i>Amend the text of §17-258 to allow hotels, motels and tourist courts in Neighborhood Commercial District (C-2)</i> |
| <i>Applicant:</i> | <i>Rachel Bailey, Zoning Administrator</i> |
| <i>Pertinent Section:</i> | <i>Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses)</i> |
| <i>Staff Recommendation:</i> | <i>Approval</i> |
| <i>PC Recommendation:</i> | <i>06/03/2019; Approval (6-0)</i> |
43. **COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 2215 Devine Street, TMS#11312-02-09**
- | | |
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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> |
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<i>Staff Recommendation:</i>	<i>Approval</i>
<i>PC Recommendation:</i>	<i>06/03/2019; Approval (6-0)</i>
44.	ZONING MAP AMENDMENT 2221 Devine Street (2204 Lee Street and 2215 Devine Street), TMS# 11312-02-03 and 11312-02-09
<i>Council District:</i>	<i>3</i>
<i>Proposal:</i>	<i>Request to rezone the parcel from Office and Institutional District (C-1) to Neighborhood Commercial District (C-2).</i>
<i>Applicant:</i>	<i>Daniel J. Rickenmann, Columbia City Council</i>
<i>Staff Recommendation:</i>	<i>Approval</i>
<i>PC Recommendation:</i>	<i>06/03/2019; Approval (6-0)</i>

RESOLUTIONS

45. Resolution No.: R-2019-065 Approving the Honorary naming of the 100 block of Isaac Street between Farrow Road and Benedict Street and Farrow Road between Isaac Street and Juniper Street "Reverend Tryon Eichelberger Way" **Addition**
46. Resolution No.: R-2019-060 Authorizing the City Manager to execute a Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2019-2020
- Funding Source: 1018410-638303*
47. Resolution No.: R-2019-061 Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands
- Funding Source: 1018410-638306*
48. Resolution No.: R-2019-062 Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center
- Funding Source: 1018410-638302*
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49. Resolution No.: R-2019-066 Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2019-2020

Funding Source: 1018410-638305

50. Resolution No.: R-2019-063 Authorizing the City Manager to execute a License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site

APPOINTMENTS

51. City Center Partnership
52. Commercial Revolving Loan Fund

OTHER MATTERS

53. Council is asked to approve the Installation of a 4-way stop at Blossom Street and Holly Street to address safety issues at the intersection, as requested by the Public Works Department.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Gills Creek Greenway - Ms. Krista Hampton, Planning and Development Services Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Enhancing Columbia's Neighborhoods



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MEETING DATE: July 16, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Text Amendment for Eating and Drinking Establishments -
Ms. Krista Hampton, Planning and Development Services
Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** TA-2019-0004- Eating and Drinking Est (PDF)
- **#b:** 2019-054 amend Sec 17-55 17-258 and 17-269 Eating and drinking establishments (PDF)



CITY COUNCIL

July 16, 2019 at 6:00pm

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

Zoning Text Amendment Case Summary

Repeal and Amend §17-55, §17-258 and §17-269 – Eating and Drinking Establishments

Proposal: Repeal and amend portion of 17-55, 17-258 and 17-269 related to eating and drinking establishments

Applicant: Rachel Bailey, Zoning Administrator

Pertinent Section: Chapter 17, Article III, Division 1, §17-55 (Definitions);
Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses); and
Chapter 17, Article III, Division 8, §17-269 (Drinking Establishments)

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (5-1)

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

2nd Reading: 08/06/2019; Pending

DETAIL

§17-55: Amend to remove *Restaurant* and *Drinking Place* and replace with definitions of *Eating Establishment Only*, *Eating and Drinking Establishment, Type 1*, and *Eating and Drinking Establishment, Type 2*.

§17-258: Amend to remove *Eating Places* and *Drinking Places* from Table 1 and replace with *Eating Establishments Only*, *Eating and Drinking Establishment, Type 1* and *Eating and Drinking Establishment, Type 2* and update parking requirement.

§17-269: Repeal the text and replace with *Eating Establishment Only*, *Eating and Drinking Establishment, Type 1* and *Eating and Drinking Establishment, Type 2* and rename section to *Eating and Drinking Establishments*.

STAFF RECOMMENDATION

Staff recommends the City Council approve the request.

Sec. 17-55. - 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:

Accessory building or use. An accessory building or use is:

- (1) Subordinate to and serves a principal building or principal use;
- (2) Subordinate in area, extent or purpose to the principal building or principal use served;
- (3) Designed for the comfort, convenience or necessity of occupants of the principal use served; and
- (4) Located on the same lot as the principal building or principal use served, with the exception of such accessory off-street facilities as are permitted to locate elsewhere than on the same lot with building or use served.

Accessory uses shall include but not be limited to barns, sheds, home tennis courts, swimming pools, automobile garages, decks, patios and private recreation areas.

Alley means a minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

Antenna means any device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

Apartment means a part of a building consisting of rooms intended, designed or used as a residence by an individual or family.

Applicant means any person who submits an application for review and/or approval.

Banquet hall means a facility rented out for private events whether family, group, or corporate in nature, where access by the general public is restricted. Banquet halls may allow live entertainment and dancing, however, such live entertainment or dancing shall not be the primary use of the facility. Alcoholic beverages may be served subject to state law requirements. Events open to the general public may be permitted no more than six times per year with the prior approval of the zoning administrator. However, such events shall not include live entertainment or activities similar to those of a night club, concert hall or dance club as the primary activity.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Boardinghouse. See *Roominghouse* .

Buffer transition yard. A landscaped transitional area intended to separate and screen adjacent differing land uses. The buffer yard is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way. (See *street protective yard*)

Building means any structure having a roof supported by columns or walls and which is designed for shelter, support or enclosure of persons, animals or property of any kind.

Caliper. The standard for trunk diameter measurements of nursery stock. Caliper of the trunk is measured six inches above the ground for four-inch or smaller caliper trees and 12 inches above the ground for larger sizes.

Cambium. The layer of formative cells between the wood and bark in woody plants.

Clear cutting. The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

Club means an incorporated or unincorporated association for civic, social, cultural, religious, literary, political or like activities, operated for the benefit of its members and not open to the general public.

Commercial timber operations. Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

Commercial vehicle means a vehicle or portion thereof defined as a commercial vehicle by S.C. Code Ann. § 56-1-2030 (4), any attachment capable of being pulled or designed to be pulled by a commercial vehicle, and construction equipment of any kind. Commercial vehicle shall not include any vehicle commonly designated as a pick-up truck, an authorized emergency vehicle as defined by S.C. Code Ann. § 56-5-170, or any vehicle while actively engaged in temporary loading, unloading, or service.

Community residential care facility includes any institution, place, building or agency providing for a period exceeding 24 consecutive hours accommodation, board, and a degree of personal assistance in feeding, dressing or other essential daily living activities to two or more individuals not related to the administrator or owner of the facility within the third degree of consanguinity. These individuals, by reason of age or physical or mental infirmity, are unable to care sufficiently or properly for themselves or manage their own affairs but do not require the daily services of a registered or licensed practical nurse. A community residential care facility includes any chemical abuse residential treatment facility, such as a halfway house, and other facilities providing inpatient or detoxification services.

Critical root zone. The area of tree roots within the crown dripline. This zone is generally defined as a circle with a radius extending from the tree trunk to a point no less than the farthest crown dripline. Disturbances within this zone will directly affect a tree's chance for survival.

D.B.H. Diameter at breast height, the standard for trunk diameter measurements of trees existing on a site. D.B.H. is measured in inches at a height of 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at the narrowest point beneath the split.

Day care means the care, supervision or guidance of persons, unaccompanied by the parent, guardian or custodian, on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home.

Day care facility means any state licensed, registered or approved facility which provides care, supervision or guidance for any person who is not related by blood, marriage or adoption to the owner or operator of such a facility, whether or not the facility is operated for profit and whether or not the facility makes a charge for services offered by it. This definition includes but is not limited to day nurseries, nursery schools, kindergartens, day care centers, group day care homes and family day care homes. The term does not include:

- (1) Any education facility, whether private or public, which operates solely for educational purposes in grades 1 or above.
- (2) Facilities operated in connection with a shopping center, industrial or office building or service, or other facility, where the same children are cared for while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and immediately available.
- (3) Summer resident or day camps.
- (4) Bible schools normally conducted during vacation periods.

Deciduous. Not evergreen; shedding leaves annually.

Density factor for the site (DFS). A unit of measure used to prescribe and calculate required tree coverage on a site. Unit measurements are based on tree size.

Display area. An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

Dormitory, private means a building or part of building not operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of academic institutions for living, sleeping, cooking, and/or eating purposes.

Dormitory, public means a building or part of a building operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living, and sleeping, cooking, and/or eating purposes but not for cooking or eating purposes. Included in this definition are common spaces for uses such as dining facilities, eateries, canteens, or similar public or private ancillary services designed for on-site convenience.

~~*Drinking place* means an establishment having as its principal use the retail sale of alcoholic beverages, such as beer, liquor or wine for consumption on the premises. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.~~

Drive-through facility means any use, either principal or accessory, that provides goods or services to a person without requiring the person to leave his or her vehicle. Examples of drive-through facilities include, but are not limited to, drive-through automated teller machines, automated car washes, and drive-through windows at restaurants, financial institutions, dry-cleaning establishments, and retail establishments such as liquor stores and pharmacies. Drive-in motion picture theaters, automotive service facilities (except automated car washes), automotive repair facilities, and fuel pumps and like service islands at gasoline service stations are not considered drive-through facilities.

Dwelling means any building designed, occupied or intended for human occupancy, not to include a hotel, motel, roominghouse, hospital or other accommodation used more or less for transient occupancy.

Dwelling, multifamily means a building containing three or more dwelling units, with each unit having a common structural wall with another dwelling unit. The term "multifamily" shall be understood to include apartments, tenements, condominiums, cooperatives and similar types of structures.

Dwelling, single-family attached means a building designed for and occupied exclusively as a residence by one family, being attached by means of a common dividing side wall to one or more buildings likewise designed for and occupied as a residence for one family. A single dwelling unit occupies each structure from ground to roof, and independent access is available for each unit from the outside. Such attached one-family dwellings are commonly referred to as "town," "patio," "common zero lot line" or "cluster" houses.

Dwelling, single-family detached means a building containing not more than one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

Dwelling, townhouse means one of a series of three or more attached one-family dwelling units on separate lots which:

- (1) May or may not have a common roof.
- (2) Share a common exterior wall.
- (3) Are separated from each other by a fire resistive party wall, portions extending at least from the lowest floor level to the roof.

Dwelling, two-family detached means a building, commonly known as a duplex, containing no more than and no less than two dwelling units, not physically attached to any other principal structure.

Dwelling unit means any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

- (1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house); or
- (2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation; or
- (3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or
- (4) A separate water meter or connection to a well.

Eating establishment only means an establishment having as its predominant use the preparation, serving and consumption of food and/or beverages. No alcohol shall be served on the premises. Entertainment may be provided on-site.

Eating and drinking establishment, Type 1 means an establishment operating no later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 1 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Eating and drinking establishment, Type 2 means an establishment operating later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 2 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Encroachment. Any disturbance in the natural grade, through construction of impervious surfaces, trenching or excavation, storage of equipment, materials or earth, or through parking or circulation of vehicles or equipment.

Evergreen. A tree, shrub, or other plant whose leaves remain green throughout all seasons; opposed to "deciduous."

Family means an individual; or two or more persons related by blood or marriage living together; or a group of individuals, of not more than three persons, not related by blood or marriage but living together as a single housekeeping unit.

Flood means a temporary rise of water level in lakes, streams, natural drainage courses, artificial drainage courses or other waterways that results in inundation of areas not ordinarily covered by water.

Flood frequency means the average length of time between flood occurrence, statistically determined, for which it is expected that a specific flood level will be equaled or exceeded.

Flood, regulatory means a flood which is representative of large floods known to have occurred generally in the area or reasonably characteristic of floods which may be expected to occur, having a specified flood frequency, and which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom.

Floodplain means those areas subject to periodic inundation by large floods which occur with calculable flood frequency and subject to flooding which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. For purposes of this article, the floodplain is considered to be that area designated by the notation "-FP" appended to a basic district classification. The boundaries of such areas are generally lateral to the boundaries of floodway areas or to the drainage course along which they are located.

Floodway means that cross-sectional area of the floodplain which is necessary for hydraulic conveyance and discharge of the regulatory flood and within which hydraulic velocities are such that significant hazard to structures or other properties exists.

Food truck means a licensed, motorized vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the general public.

Grand tree. A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

Tree Type	Tree Diameter	Examples
Large hardwoods	24" d.b.h.	Oak, Hickory, Tulip Poplar, Beech
Large softwoods	30" d.b.h.	Pine, Deodar Cedar, Red Cedar
Small hardwoods	10" d.b.h.	Dogwood, Redbud, American Holly

A lesser-sized tree can be considered a grand tree if it is a rare or unusual species, of exceptional quality, or of historical significance.

Grand tree stand. A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

Gross floor area means the total horizontal area of all floors of a building, including exterior balconies and mezzanines, measured from the interior faces of the exterior walls of a building.

Group commercial or industrial development means a single lot containing one or more buildings used for commercial or industrial purposes which contain a gross floor area of 100,000 square feet or more or an addition of 25,000 square feet or more to an existing group commercial or industrial development.

Group housing development means a single lot of record upon which is erected five or more dwelling units and all the structures thereon. This definition shall include apartments, condominiums and townhouses, whether rented or sold.

Hardwood tree. A broad-leaved tree, so called because its wood is harder and more compact than that of a softwood, or needle-bearing conifer.

High-rise residential structure means any building which contains dwelling units and exceeds five stories or 50 feet in height.

Home occupation means an occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

Hotels.

- (1) *Hotel* means a building, or part thereof, in which sleeping accommodations are offered to the public, in which there is a public dining room for the convenience of the guests. Access to the sleeping rooms shall be through an inside lobby or the office.
- (2) *Hotel, bed and breakfast* means any owner-occupied building or portion thereof offering transient lodging accommodations and breakfast to a unit consisting of not more than five rooms where rent is paid. Transient lodging is defined as occupancy not to exceed a period of two consecutive weeks at a time.
- (3) *Hotel, suite* means any commercially owned and operated facility or portion thereof offering transient lodging accommodations. The units are specifically designed to provide complete cooking and eating facilities and completely furnished to a unit consisting of not more than three rooms. A complimentary meal may or may not be furnished as part of the rental agreement.

Junk, salvage, scrap or wrecking yard means any use involving storage or processing of inoperable, unused, dismantled or wrecked vehicles, equipment or machinery or the storage or processing of scrap metal, waste paper, rags, food processing wastes, construction wastes, industrial wastes, secondhand building materials, or other scrap, salvage, waste or junk materials.

Lot means an area of land clearly defined by plat or metes and bounds description duly recorded with the register of mesne conveyances of the county.

Lot, corner means a lot located at the intersection of two or more streets. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost point of the lot lines to the foremost point of the lot (or an extension of the lot where it has been rounded by a street radius) meet at an interior angle of less than 135 degrees.

Lot depth means the distance from the street frontage to the lot line opposite the street frontage, determined by measurement from the center of the street frontage to the opposite property line.

Lot frontage. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis. The phrase "street frontage" shall be interpreted to have the same meaning as the phrase "lot frontage."

Lot, interior means a lot, other than a corner lot, with only one frontage on a street.

Lot, reversed frontage means a lot which is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may also be a corner lot or an interior lot or, rarely, a through lot.

Lot, through means a lot, other than a corner lot, with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as double frontage lots.

Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that the width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80 percent of the required lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

Masonry wall. A wall constructed of brick, stone or stucco.

Microbrewery means the production of beer, regardless of the percentage of alcoholic volume (ABV), in quantities not to exceed 15,000 barrels or 475,000 gallons per year.

Miniwarehouse means a building or group of buildings in a controlled access and fenced compound that contains individual, compartmentalized and controlled access stalls or lockers for the dead storage of customers' goods or wares.

Mobile home means a movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

Mobile home park means a lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

Modular unit means a structure consisting of two or more prefabricated components, which is designed to be placed on a permanent foundation at the site and is not readily relocated. The components generally arrive at the site complete except for exterior siding, furniture, plumbing and electrical fixtures. Modular units shall be considered buildings and shall conform with the regulations for site-built units in the Standard Building Code.

Motel means a commercial establishment offering lodging and automobile parking for transient travelers, which has individual entrances from outside the building to serve the separate units.

Nonconforming is a term applied to lots, structures, uses of land or structures, and characteristics of use of land or structures which were lawful before the passage of the ordinance from which this article is derived or before the amendment of this article, but which are prohibited by this article or which are not in compliance with the requirements of this article.

Park means an area or facility intended to be used for recreation, exercise, sports or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty, but specifically excluding commercially operated amusement parks.

Parking space, off-street means an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street arranged so that no maneuvering incidental to parking shall be on any public street and so that an automobile may be parked or unparked therein without moving any other automobile.

Person. The word "person" includes an individual or a firm, association, partnership, trust, company, corporation, or any other entity defined in legal usage as a person.

Principal structure means a structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated commercially in a business area.

Principal use means the significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

Protected zone. Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and buffer transition yards.

Radiotelephone communications and *telephone communications* mean the provision of voice and data communications by radio (radiotelephone communications) or by wire (telephone communications), or by any combination of radio and wire, pursuant to authority granted by the Federal Communications Commission, the state public service commission, or either of them.

Radiotelephone communications facilities and *telephone communications facilities* mean any facilities used in the provision of radiotelephone communications or telephone communications services, including towers, antennas, electronic equipment, wires, cables, substations, equipment shelters, buildings and other facilities necessary to, or approved or required by the Federal Communications Commission, the state public service commission or either of them for use in or the provision of, radiotelephone communications services or telephone communications services.

Regulatory flood protection elevation means the elevation of the regulatory flood at any point, which may vary from place to place depending on topography, anticipated hydraulic conveyance capacity, encroachment into areas subject to flood, and other factors.

~~*Restaurant* means an establishment having as its principal use the preparation and retail sale of food and beverages for consumption on or off the premises. This term shall include but not be limited to an establishment known as a café, lunch counter, cafeteria, fast food restaurant, eating establishment or other similar business. This definition does not include establishments that sell food or beverages as an accessory use or for off-premises preparation or consumption, such as a retail grocery store, convenience store, or delicatessen. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.~~

Roominghouse and *boardinghouse* mean any dwelling, other than a hotel or motel, in which more than three persons who are not members of the owner's or operator's family are housed or lodged in rooms used or intended to be used for living and sleeping but not for cooking or eating purposes, for compensation, with or without meals being

provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

Screening. A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

Setback line. The setback line is the same as the depth or width of any required yard. Such line defines the minimum distance between any structure and an adjacent lot boundary and is not necessarily the same as the building line, which is the distance between the actual structure and an adjacent lot boundary.

Shade tree. An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet.

Shrub. A woody plant, usually maturing at less than 12 feet, having several permanent stems, instead of a single trunk.

Sign means any device designed to inform or attract as defined in division 12 of this article.

Small-maturing tree. An evergreen or deciduous tree with a mature height of over 15 feet but no greater than 25 feet.

Softwood tree. A coniferous (cone-bearing) tree such as pine, cedar and bald cypress.

Street means a public thoroughfare designed to provide the principal means of access to abutting property, or designed to serve as a roadway for vehicular travel, or both, but excluding alleys.

Street protective yard. A landscaped area planted with trees and other vegetation that is parallel and adjacent to the recorded or proposed public street right-of-way.

Structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground, including mobile homes, travel trailers, signs, mobile signs, tubs, swimming pools or other bathing facilities, portable signs and antennas, but excluding from definition as structures the following: minor landscaping features such as ornamental pools, planting boxes, birdbaths, paved surfaces, walkways, driveways, recreational equipment, flagpoles and mailboxes.

Temporary vendor means a person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent and enclosed building located upon the same lot.

Thinning. The selective cutting or removal of trees.

Timber harvesting. The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

Travel or camping vehicle means a vehicular portable structure designed as a temporary dwelling for travel or recreational use, not exceeding 35 feet in length.

Tree. A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

Tree form. Plants that have been grown and maintained as trees, not shrubs, usually with three to five stems, trunks, or canes, and free of limbs from the ground up to three or four feet.

Tree inventory. A tally of the number, species, approximate size and approximate location of existing trees on a site, obtained through photos, including aeriels. To be verified by on-site viewing of city staff authorized to perform the verification.

Tree survey. A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as D.B.H.) and species of the existing trees on a site. (For purposes of this ordinance, this survey shall include grand trees, trees of 12 inches or greater D.B.H. in any areas to be disturbed, and any other trees identified to meet the required density factor for the site.) To be verified by on-site viewing of city staff authorized to perform the verification.

Utility service area. An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

Vehicular display area. An area where vehicles are stored and displayed for sale or lease.

Vehicular surface area. An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this chapter, parking lots, rental lots and depots.

Yard means a required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground. For the purpose of interpretation and regulation, certain exceptions are set forth in division 8 of this article.

Yard, front means a yard extending between side lot lines across the front of a lot, and measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without that rounding. Front and rear lines of a required front yard shall be parallel.

Yard, rear means a yard extending across the rear of the lot between the inner side yard lines, measured at right angles to a straight line joining the rearmost points of the side lot lines. The forward rear yard line of a required rear yard shall be parallel to the straight lines so established.

Yard, side means a yard extending from the rear line of the required front yard to the rear lot line, measured at right angles to a straight line joining the ends of the front and rear lot lines on the same side of the lot. The inner side yard line of a required side yard shall be parallel to the straight line so established. In the case of through lots, side yards shall extend from the rear lines of the required front yards. In the case of corner lots, the yards remaining after full and half depth front yards have been established shall be considered to be the side yards.

(Code 1979, § 6-3012; Ord. No. 96-25, 11-6-96; Ord. No. 2002-050, § 1, 6-5-02; Ord. No. 2006-004, 1-18-06; Ord. No. 2007-015, 6-6-07; Ord. No. 2008-004, 1-23-08; 2008-049, 11-5-08; Ord. No. 2009-023, 4-1-09; Ord. No. 2010-119, 8-2-11; Ord. No. 2011-083, 12-13-11; Ord. No. 2011-082, 1-17-12; Ord. No. 2012-020, 4-10-12; [Ord. No. 2017-001, 4-14-17](#))

Cross reference— Definitions generally, § 1-2.

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	
58 Eating and drinking places																				
Eating establishment only (17-269)								a	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 1 (17-269)									c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 2 (17-269)									e	e	e	e	e	e	e			e	e	8 for each 1,000 square feet of gross floor area
59 Miscellaneous retail																				
591 Drugstores and proprietary stores								a	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
592 Liquor stores									e	e	e	e	e	e	e			e	e	
5931 Used merchandise stores with weapons										e	e	e	e	e	e	e		e	e	
5932 Used merchandise stores without weapons (17-287)										c/e	c/e	c/e	c/e	c/e	c/e	c/e		c/e	c/e	
5933 Pawn shops										e	e	e	e	e	e	e		e	e	
594 Miscellaneous shopping goods stores									x	x	x	x	x	x	x			x	x	
596 Non-store retailers																				
5961 Mail order house									x	x	x	x	x	x	x			x	x	3 for each 1,000 square feet of gross floor area
5962 Automatic merchandising machine operators										x	x				x					
598 Fuel and ice dealers																				
5982 Fuel and ice dealers, except fuel oil dealers and bottled gas dealers										x		x			x					3.5 for each 1,000 square feet of gross floor area
5983 Fuel oil dealers										e					x	x				1.7 for each 1,000 square feet of gross floor area
5984 Liquefied petroleum gas (bottled gas) dealers										e					x	x				
599 Retail stores, not elsewhere classified																				

(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.

Sec. 17-269. – Eating and Drinking establishments.

~~Drinking places in conformity with state law shall be permitted, subject to the following provisions:~~

- ~~(1) *Spacing requirements.* Lots used as drinking places shall not be located closer than 400 feet to any other lot used as a drinking place and shall not be closer than 600 feet to any lot which contains a school or place of worship.~~
- ~~(2) *Hours of operation.* The hours of operation shall be subject to approval by the board of zoning appeals when such establishment is located adjacent to a residential zone.~~
- ~~(3) *Parking requirements.* Off street parking requirements shall be 12 per each 1,000 square feet of gross floor area.~~
- ~~(4) *Ingress and egress.* Adequate ingress and egress shall be provided.~~

(a) Eating Establishment Only

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1 or RG-2 district.

(b) Eating and Drinking Establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

(a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.

(b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.

(c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(c) Eating and Drinking Establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment as defined in §17-55 within the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-112(2) Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Business Plan Summary
- (b) Days and hours of operation
- (c) Staffing schedule
- (d) Kitchen equipment
- (e) Menu and hours of food service
- (f) Parking for customers and employees
- (g) Type of entertainment and duration
- (h) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment in operation prior to the effective date of this amendment is permitted to continue operation as originally permitted until such time there is a change of ownership that requires zoning compliance review of the business license for the same use. Upon application for the change of ownership for the same use, the applicant shall provide the information required in part 3. (iii) of this section to the Zoning Administrator for administrative review.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(Code 1979, § 6-3091.11; Ord. No. 99-011, § 2, 4-21-99; Ord. No. 2000-024, § 3, 3-29-00)

Note— Formerly numbered as 17-256.

ORDINANCE NO.: 2019-054

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division 1, Sec. 17-55, Definitions to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2; Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2 and update parking requirement; and to repeal and replace in its entirety Sec. 17-269 Drinking establishments

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 Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division 1, Sec. 17-55, Definitions is amended to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2; and Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2 and update parking requirement; and, to repeal and replace in its entirety Sec. 17-269 Drinking establishments, to read as follows:

Sec. 17-55. 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:

Accessory building or use. An accessory building or use is:

- (1) Subordinate to and serves a principal building or principal use;
- (2) Subordinate in area, extent or purpose to the principal building or principal use served;
- (3) Designed for the comfort, convenience or necessity of occupants of the principal use served; and
- (4) Located on the same lot as the principal building or principal use served, with the exception of such

accessory off-street facilities as are permitted to locate elsewhere than on the same lot with building or use served. Accessory uses shall include but not be limited to barns, sheds, home tennis courts, swimming pools, automobile garages, decks, patios and private recreation areas.

Alley means a minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

Antenna means any device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

Apartment means a part of a building consisting of rooms intended, designed or used as a residence by an individual or family.

Applicant means any person who submits an application for review and/or approval.

Banquet hall means a facility rented out for private events whether family, group, or corporate in nature, where access by the general public is restricted. Banquet halls may allow live entertainment and dancing, however, such live entertainment or dancing shall not be the primary use of the facility. Alcoholic beverages may be served subject to state law requirements. Events open to the general public may be permitted no more than six times per year with the prior approval of the zoning administrator. However, such events shall not include live entertainment or activities similar to those of a night club, concert hall or dance club as the primary activity.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Boardinghouse. See *Roominghouse*.

Buffer transition yard. A landscaped transitional area intended to separate and screen adjacent differing land uses. The buffer yard is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way. (See *street protective yard*)

Building means any structure having a roof supported by columns or walls and which is designed for shelter, support or enclosure of persons, animals or property of any kind.

Caliper. The standard for trunk diameter measurements of nursery stock. Caliper of the trunk is measured six inches above the ground for four-inch or smaller caliper trees and 12 inches above the ground for larger sizes.

Cambium. The layer of formative cells between the wood and bark in woody plants.

Clear cutting. The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

Club means an incorporated or unincorporated association for civic, social, cultural, religious, literary, political or like activities, operated for the benefit of its members and not open to the general public.

Commercial timber operations. Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

Commercial vehicle means a vehicle or portion thereof defined as a commercial vehicle by S.C. Code Ann. § 56-1-2030 (4), any attachment capable of being pulled or designed to be pulled by a commercial vehicle, and construction equipment of any kind. Commercial vehicle shall not include any vehicle commonly designated as a pick-up truck, an authorized emergency vehicle as defined by S.C. Code Ann. § 56-5-170, or any vehicle while actively engaged in temporary loading, unloading, or service.

Community residential care facility includes any institution, place, building or agency providing for a period exceeding 24 consecutive hours accommodation, board, and a degree of personal assistance in feeding, dressing or other essential daily living activities to two or more individuals not related to the administrator or owner of the facility within the third degree of consanguinity. These individuals, by reason of age or physical or mental infirmity, are unable to care sufficiently or properly for themselves or manage their own affairs but do not require the daily services of a registered or licensed practical nurse. A community residential care facility includes any chemical abuse residential treatment facility, such as a halfway house, and other facilities providing inpatient or detoxification services.

Critical root zone. The area of tree roots within the crown dripline. This zone is generally defined as a circle with a radius extending from the tree trunk to a point no less than the farthest crown dripline. Disturbances within this zone will directly affect a tree's chance for survival.

D.B.H. Diameter at breast height, the standard for trunk diameter measurements of trees existing on a site. D.B.H. is measured in inches at a height of 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at the narrowest point beneath the split.

Day care means the care, supervision or guidance of persons, unaccompanied by the parent, guardian or custodian, on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home.

Day care facility means any state licensed, registered or approved facility which provides care, supervision or guidance for any person who is not related by blood, marriage or adoption to the owner or operator of such a facility, whether or not the facility is operated for profit and whether or not the facility makes a charge for services offered by it. This definition includes but is not limited to day nurseries, nursery schools, kindergartens, day care centers, group day care homes and family day care homes. The term does not include:

- (1) Any education facility, whether private or public, which operates solely for educational purposes in grades 1 or above.
- (2) Facilities operated in connection with a shopping center, industrial or office building or service, or other facility, where the same children are cared for while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and immediately available.
- (3) Summer resident or day camps.
- (4) Bible schools normally conducted during vacation periods.

Deciduous. Not evergreen; shedding leaves annually.

Density factor for the site (DFS). A unit of measure used to prescribe and calculate required tree coverage on a site. Unit measurements are based on tree size.

Display area. An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

Dormitory, private means a building or part of building not operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of academic institutions for living, sleeping, cooking, and/or eating purposes.

Dormitory, public means a building or part of a building operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living, and sleeping, cooking, and/or eating purposes but not for cooking or eating purposes. Included in this definition are common spaces for uses such as dining facilities, eateries, canteens, or similar public or private ancillary services designed for on-site convenience.

Drinking place means an establishment having as its principal use the retail sale of alcoholic beverages, such as beer, liquor or wine for consumption on the premises. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.

Drive-through facility means any use, either principal or accessory, that provides goods or services to a person without requiring the person to leave his or her vehicle. Examples of drive-through facilities include, but are not limited to, drive-through automated teller machines, automated car washes, and drive-through windows at restaurants, financial institutions, dry-cleaning establishments, and retail establishments such as liquor stores and

pharmacies. Drive-in motion picture theaters, automotive service facilities (except automated car washes), automotive repair facilities, and fuel pumps and like service islands at gasoline service stations are not considered drive-through facilities.

Dwelling means any building designed, occupied or intended for human occupancy, not to include a hotel, motel, roominghouse, hospital or other accommodation used more or less for transient occupancy.

Dwelling, multifamily means a building containing three or more dwelling units, with each unit having a common structural wall with another dwelling unit. The term "multifamily" shall be understood to include apartments, tenements, condominiums, cooperatives and similar types of structures.

Dwelling, single-family attached means a building designed for and occupied exclusively as a residence by one family, being attached by means of a common dividing side wall to one or more buildings likewise designed for and occupied as a residence for one family. A single dwelling unit occupies each structure from ground to roof, and independent access is available for each unit from the outside. Such attached one-family dwellings are commonly referred to as "town," "patio," "common zero lot line" or "cluster" houses.

Dwelling, single-family detached means a building containing not more than one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

Dwelling, townhouse means one of a series of three or more attached one-family dwelling units on separate lots which:

(1) May or may not have a common roof.

(2) Share a common exterior wall.

(3) Are separated from each other by a fire resistive party wall, portions extending at least from the lowest floor level to the roof.

Dwelling, two-family detached means a building, commonly known as a duplex, containing no more than and no less than two dwelling units, not physically attached to any other principal structure.

Dwelling unit means any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

(1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house); or

(2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation; or

(3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or

(4) A separate water meter or connection to a well.

Eating establishment only means an establishment having as its predominant use the preparation, serving and consumption of food and/or beverages. No alcohol shall be served on the premises. Entertainment may be provided on-site.

Eating and drinking establishment, Type 1 means an establishment operating no later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 1 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Eating and drinking establishment, Type 2 means an establishment operating later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 2 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Encroachment. Any disturbance in the natural grade, through construction of impervious surfaces, trenching or excavation, storage of equipment, materials or earth, or through parking or circulation of vehicles or equipment.

Evergreen. A tree, shrub, or other plant whose leaves remain green throughout all seasons; opposed to "deciduous."

Family means an individual; or two or more persons related by blood or marriage living together; or a group of individuals, of not more than three persons, not related by blood or marriage but living together as a single housekeeping unit.

Flood means a temporary rise of water level in lakes, streams, natural drainage courses, artificial drainage courses or other waterways that results in inundation of areas not ordinarily covered by water.

Flood frequency means the average length of time between flood occurrence, statistically determined, for which it is expected that a specific flood level will be equaled or exceeded.

Flood, regulatory means a flood which is representative of large floods known to have occurred generally in the area or reasonably characteristic of floods which may be expected to occur, having a specified flood frequency, and

which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. *Floodplain* means those areas subject to periodic inundation by large floods which occur with calculable flood frequency and subject to flooding which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. For purposes of this article, the floodplain is considered to be that area designated by the notation "-FP" appended to a basic district classification. The boundaries of such areas are generally lateral to the boundaries of floodway areas or to the drainage course along which they are located.

Floodway means that cross-sectional area of the floodplain which is necessary for hydraulic conveyance and discharge of the regulatory flood and within which hydraulic velocities are such that significant hazard to structures or other properties exists.

Food truck means a licensed, motorized vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the general public.

Grand tree. A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

Tree Type	Tree Diameter	Examples
Large hardwoods	24" d.b.h.	Oak, Hickory, Tulip Poplar, Beech
Large softwoods	30" d.b.h.	Pine, Deodar Cedar, Red Cedar
Small hardwoods	10" d.b.h.	Dogwood, Redbud, American Holly

A lesser-sized tree can be considered a grand tree if it is a rare or unusual species, of exceptional quality, or of historical significance.

Grand tree stand. A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

Gross floor area means the total horizontal area of all floors of a building, including exterior balconies and mezzanines, measured from the interior faces of the exterior walls of a building.

Group commercial or industrial development means a single lot containing one or more buildings used for commercial or industrial purposes which contain a gross floor area of 100,000 square feet or more or an addition of 25,000 square feet or more to an existing group commercial or industrial development.

Group housing development means a single lot of record upon which is erected five or more dwelling units and all the structures thereon. This definition shall include apartments, condominiums and townhouses, whether rented or sold.

Hardwood tree. A broad-leaved tree, so called because its wood is harder and more compact than that of a softwood, or needle-bearing conifer.

High-rise residential structure means any building which contains dwelling units and exceeds five stories or 50 feet in height.

Home occupation means an occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

Hotels.

(1) *Hotel* means a building, or part thereof, in which sleeping accommodations are offered to the public, in which there is a public dining room for the convenience of the guests. Access to the sleeping rooms shall be through an inside lobby or the office.

(2) *Hotel, bed and breakfast* means any owner-occupied building or portion thereof offering transient lodging accommodations and breakfast to a unit consisting of not more than five rooms where rent is paid. Transient lodging is defined as occupancy not to exceed a period of two consecutive weeks at a time.

(3) *Hotel, suite* means any commercially owned and operated facility or portion thereof offering transient lodging accommodations. The units are specifically designed to provide complete cooking and eating facilities and completely furnished to a unit consisting of not more than three rooms. A complimentary meal may or may not be furnished as part of the rental agreement.

Junk, salvage, scrap or wrecking yard means any use involving storage or processing of inoperable, unused, dismantled or wrecked vehicles, equipment or machinery or the storage or processing of scrap metal, waste paper, rags, food processing wastes, construction wastes, industrial wastes, secondhand building materials, or other scrap, salvage, waste or junk materials.

Lot means an area of land clearly defined by plat or metes and bounds description duly recorded with the register of mesne conveyances of the county.

Lot, corner means a lot located at the intersection of two or more streets. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost point of the lot lines to the foremost point of the lot (or an extension of the lot where it has been rounded by a street radius) meet at an interior angle of less than 135

degrees.

Lot depth means the distance from the street frontage to the lot line opposite the street frontage, determined by measurement from the center of the street frontage to the opposite property line.

Lot frontage. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis. The phrase "street frontage" shall be interpreted to have the same meaning as the phrase "lot frontage."

Lot, interior means a lot, other than a corner lot, with only one frontage on a street.

Lot, reversed frontage means a lot which is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may also be a corner lot or an interior lot or, rarely, a through lot.

Lot, through means a lot, other than a corner lot, with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as double frontage lots.

Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that the width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80 percent of the required lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

Masonry wall. A wall constructed of brick, stone or stucco.

Microbrewery means the production of beer, regardless of the percentage of alcoholic volume (ABV), in quantities not to exceed 15,000 barrels or 475,000 gallons per year.

Miniwarehouse means a building or group of buildings in a controlled access and fenced compound that contains individual, compartmentalized and controlled access stalls or lockers for the dead storage of customers' goods or wares.

Mobile home means a movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

Mobile home park means a lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

Modular unit means a structure consisting of two or more prefabricated components, which is designed to be placed on a permanent foundation at the site and is not readily relocated. The components generally arrive at the site complete except for exterior siding, furniture, plumbing and electrical fixtures. Modular units shall be considered buildings and shall conform with the regulations for site-built units in the Standard Building Code.

Motel means a commercial establishment offering lodging and automobile parking for transient travelers, which has individual entrances from outside the building to serve the separate units.

Nonconforming is a term applied to lots, structures, uses of land or structures, and characteristics of use of land or structures which were lawful before the passage of the ordinance from which this article is derived or before the amendment of this article, but which are prohibited by this article or which are not in compliance with the requirements of this article.

Park means an area or facility intended to be used for recreation, exercise, sports or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty, but specifically excluding commercially operated amusement parks.

Parking space, off-street means an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street arranged so that no maneuvering incidental to parking shall be on any public street and so that an automobile may be parked or unparked therein without moving any other automobile.

Person. The word "person" includes an individual or a firm, association, partnership, trust, company, corporation, or any other entity defined in legal usage as a person.

Principal structure means a structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated

commercially in a business area.

Principal use means the significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

Protected zone. Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and buffer transition yards.

Radiotelephone communications and *telephone communications* mean the provision of voice and data communications by radio (radiotelephone communications) or by wire (telephone communications), or by any combination of radio and wire, pursuant to authority granted by the Federal Communications Commission, the state public service commission, or either of them.

Radiotelephone communications facilities and *telephone communications facilities* mean any facilities used in the provision of radiotelephone communications or telephone communications services, including towers, antennas, electronic equipment, wires, cables, substations, equipment shelters, buildings and other facilities necessary to, or approved or required by the Federal Communications Commission, the state public service commission or either of them for use in or the provision of, radiotelephone communications services or telephone communications services.

Regulatory flood protection elevation means the elevation of the regulatory flood at any point, which may vary from place to place depending on topography, anticipated hydraulic conveyance capacity, encroachment into areas subject to flood, and other factors.

~~*Restaurant* means an establishment having as its principal use the preparation and retail sale of food and beverages for consumption on or off the premises. This term shall include but not be limited to an establishment known as a café, lunch counter, cafeteria, fast food restaurant, eating establishment or other similar business. This definition does not include establishments that sell food or beverages as an accessory use or for off-premises preparation or consumption, such as a retail grocery store, convenience store, or delicatessen. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.~~

Roominghouse and *boardinghouse* mean any dwelling, other than a hotel or motel, in which more than three persons who are not members of the owner's or operator's family are housed or lodged in rooms used or intended to be used for living and sleeping but not for cooking or eating purposes, for compensation, with or without meals being provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

Screening. A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

Setback line. The setback line is the same as the depth or width of any required yard. Such line defines the minimum distance between any structure and an adjacent lot boundary and is not necessarily the same as the building line, which is the distance between the actual structure and an adjacent lot boundary.

Shade tree. An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet.

Shrub. A woody plant, usually maturing at less than 12 feet, having several permanent stems, instead of a single trunk.

Sign means any device designed to inform or attract as defined in division 12 of this article.

Small-maturing tree. An evergreen or deciduous tree with a mature height of over 15 feet but no greater than 25 feet.

Softwood tree. A coniferous (cone-bearing) tree such as pine, cedar and bald cypress.

Street means a public thoroughfare designed to provide the principal means of access to abutting property, or designed to serve as a roadway for vehicular travel, or both, but excluding alleys.

Street protective yard. A landscaped area planted with trees and other vegetation that is parallel and adjacent to the recorded or proposed public street right-of-way.

Structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground, including mobile homes, travel trailers, signs, mobile signs, tubs, swimming pools or other bathing facilities, portable signs and antennas, but excluding from definition as structures the following: minor landscaping features such as ornamental pools, planting boxes, birdbaths, paved surfaces, walkways, driveways, recreational equipment, flagpoles and mailboxes.

Temporary vendor means a person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent

and enclosed building located upon the same lot.

Thinning. The selective cutting or removal of trees.

Timber harvesting. The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

Travel or camping vehicle means a vehicular portable structure designed as a temporary dwelling for travel or recreational use, not exceeding 35 feet in length.

Tree. A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

Tree form. Plants that have been grown and maintained as trees, not shrubs, usually with three to five stems, trunks, or canes, and free of limbs from the ground up to three or four feet.

Tree inventory. A tally of the number, species, approximate size and approximate location of existing trees on a site, obtained through photos, including aeriels. To be verified by on-site viewing of city staff authorized to perform the verification.

Tree survey. A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as D.B.H.) and species of the existing trees on a site. (For purposes of this ordinance, this survey shall include grand trees, trees of 12 inches or greater D.B.H. in any areas to be disturbed, and any other trees identified to meet the required density factor for the site.) To be verified by on-site viewing of city staff authorized to perform the verification.

Utility service area. An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

Vehicular display area. An area where vehicles are stored and displayed for sale or lease.

Vehicular surface area. An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this chapter, parking lots, rental lots and depots.

Yard means a required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground. For the purpose of interpretation and regulation, certain exceptions are set forth in division 8 of this article.

Yard, front means a yard extending between side lot lines across the front of a lot, and measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without that rounding. Front and rear lines of a required front yard shall be parallel.

Yard, rear means a yard extending across the rear of the lot between the inner side yard lines, measured at right angles to a straight line joining the rearmost points of the side lot lines. The forward rear yard line of a required rear yard shall be parallel to the straight lines so established.

Yard, side means a yard extending from the rear line of the required front yard to the rear lot line, measured at right angles to a straight line joining the ends of the front and rear lot lines on the same side of the lot. The inner side yard line of a required side yard shall be parallel to the straight line so established. In the case of through lots, side yards shall extend from the rear lines of the required front yards. In the case of corner lots, the yards remaining after full and half depth front yards have been established shall be considered to be the side yards.

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
58 Eating and drinking places																				
Eating establishment only (17-269)								a	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 1 (17-269)								c	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 2 (17-269)								e	e	e	e	e	e	e	e			e	e	8 for each 1,000 square feet of gross floor area
59 Miscellaneous retail																				
591 Drugstores and proprietary stores								a	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
592 Liquor stores									e	e	e	e	e	e	e			e	e	
5931 Used merchandise stores with weapons										e	e	e	e	e	e	e		e	e	
5932 Used merchandise stores without weapons (17-287)										c/e	c/e	c/e	c/e	c/e	c/e	c/e		c/e	c/e	
5933 Pawn shops										e	e	e	e	e	e	e		e	e	
594 Miscellaneous shopping goods stores									x	x	x	x	x	x	x			x	x	
596 Non-store retailers																				
5961 Mail order house									x	x	x	x	x	x	x			x	x	3 for each 1,000 square feet of gross floor area
5962 Automatic merchandising machine operators										x	x				x					
598 Fuel and ice dealers																				
5982 Fuel and ice dealers, except fuel oil dealers and bottled gas dealers										x		x			x					3.5 for each 1,000 square feet of gross floor area
5983 Fuel oil dealers										e					x	x				1.7 for each 1,000 square feet of gross floor area
5984 Liquefied petroleum gas (bottled gas) dealers										e					x	x				
599 Retail stores, not elsewhere classified																				

Sec. 17-269. Eating and Drinking establishments.

Drinking places in conformity with state law shall be permitted, subject to the following provisions:-

(1) Spacing requirements. Lots used as drinking places shall not be located closer than 400 feet to any other lot used as a drinking place and shall not be closer than 600 feet to any lot which contains a school or place of worship.

(2) Hours of operation. The hours of operation shall be subject to approval by the board of zoning appeals when such establishment is located adjacent to a residential zone.

(3) Parking requirements. Off-street parking requirements shall be 12 per each 1,000 square feet of gross floor area.

(4) Ingress and egress. Adequate ingress and egress shall be provided.

(a) Eating establishment only

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1 or RG-2 district.

(b) Eating and drinking establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

(a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.

(b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.

(c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(c) Eating and drinking establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the

eating and drinking establishment.

(b) Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment as defined in Sec. 17-55 within the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-112(2) Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Business Plan Summary
- (b) Days and hours of operation
- (c) Staffing schedule
- (d) Kitchen equipment
- (e) Menu and hours of food service
- (f) Parking for customers and employees
- (g) Type of entertainment and duration
- (h) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment in operation prior to the effective date of this amendment is permitted to continue operation as originally permitted until such time there is a change of ownership that requires zoning compliance review of the business license for the same use. Upon application for the change of ownership for the same use, the applicant shall provide the information required in part 3. (iii) of this section to the Zoning Administrator for administrative review.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

Requested by:

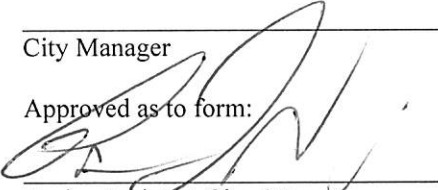
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Unified Development Ordinance Review - Ms. Krista Hampton, Planning and Development Services Director

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** 7-16-19 CC-WS UDO(PDF)



We Are Columbia

MEMORANDUM

TO: Members of Columbia City Council
FROM: Krista Hampton, Planning and Development Services Director
CC: Teresa Wilson, City Manager; Missy Gentry, Assistant City Manager
DATE: July 10, 2019
RE: July 16, 2019 Work Session re: Unified Development Ordinance

The proposed Unified Development Ordinance (UDO) will be a topic for review and discussion at the July 16, 2019 City Council work session. At the public hearing for the proposed UDO, City Council requested a work session to further review the proposed code. This session will be a question and answer format, but I welcome questions ahead of time to assist in directing the conversation. Included with this memo is a digital version of the code, the case summary, and proposed changes to the draft recommended by staff and the Planning Commission. I look forward to the continued discussion and completion of this phase of the project.



CITY COUNCIL

March 19, 2019 at 6:00pm

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, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; 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

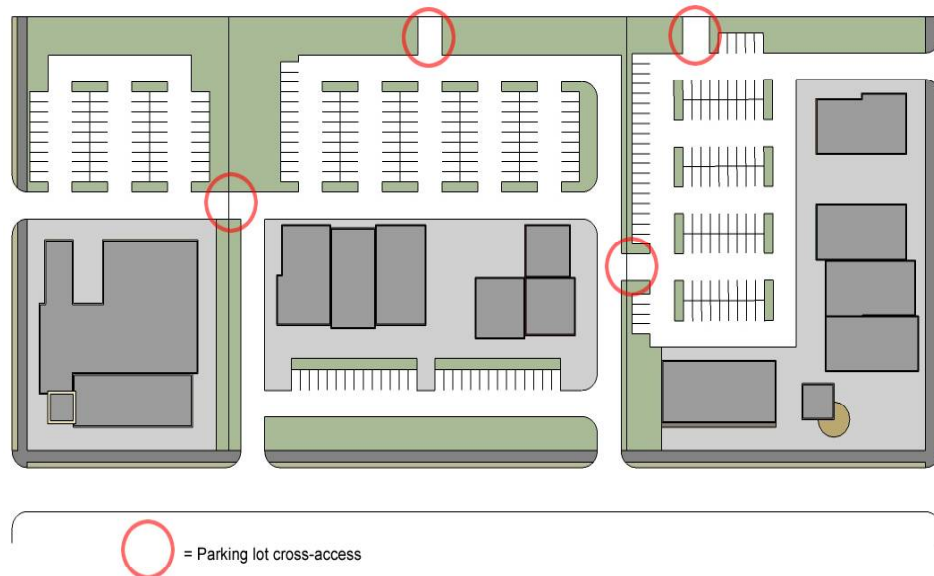
All new developments shall be served by a system of sidewalks, paths, roadways, accessways, and other facilities designed to provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to surrounding development 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.

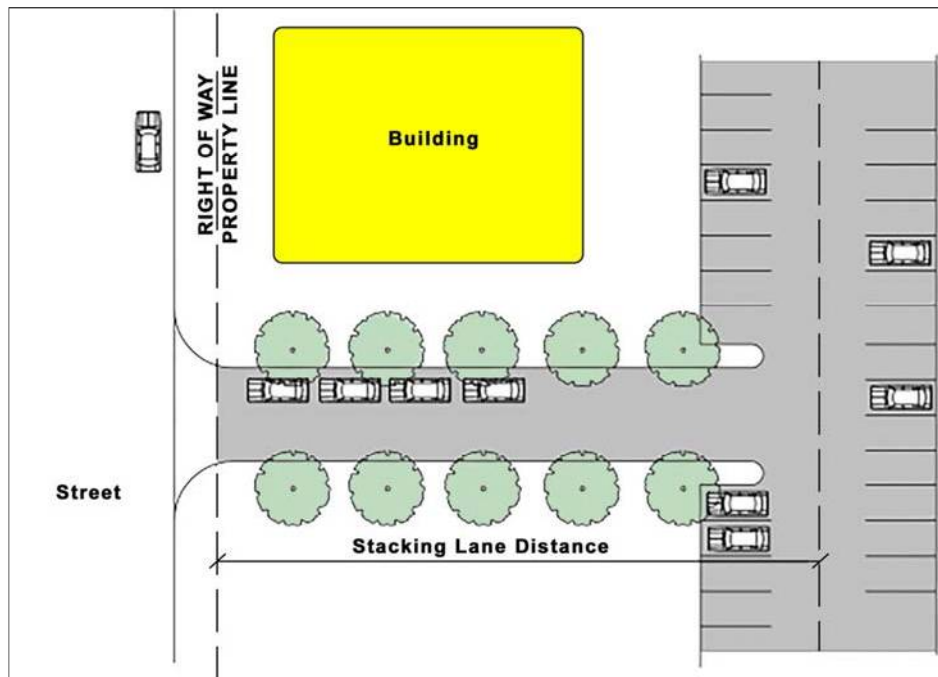
(3) Sidewalks Required

- 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**

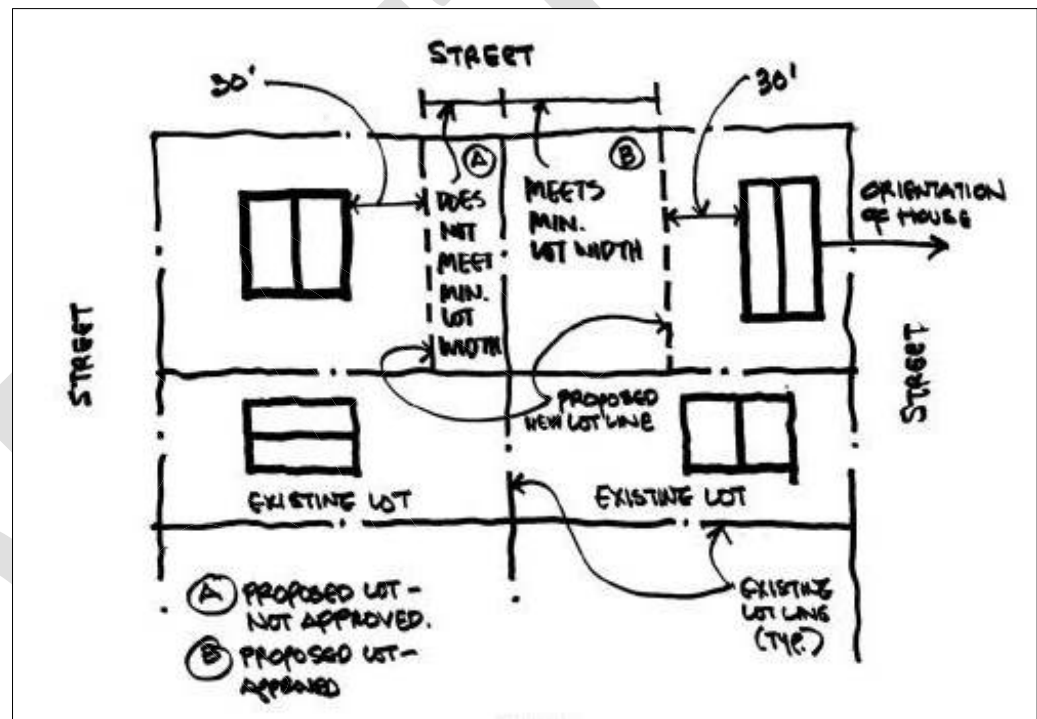
Proposed Revision - December 2018

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).

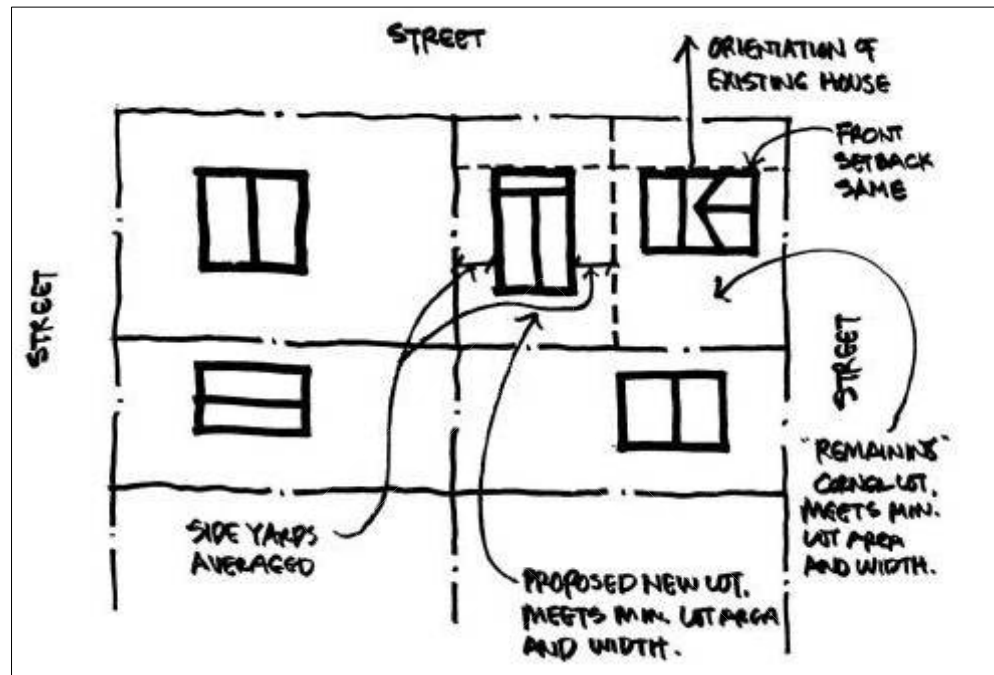
Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure



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**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

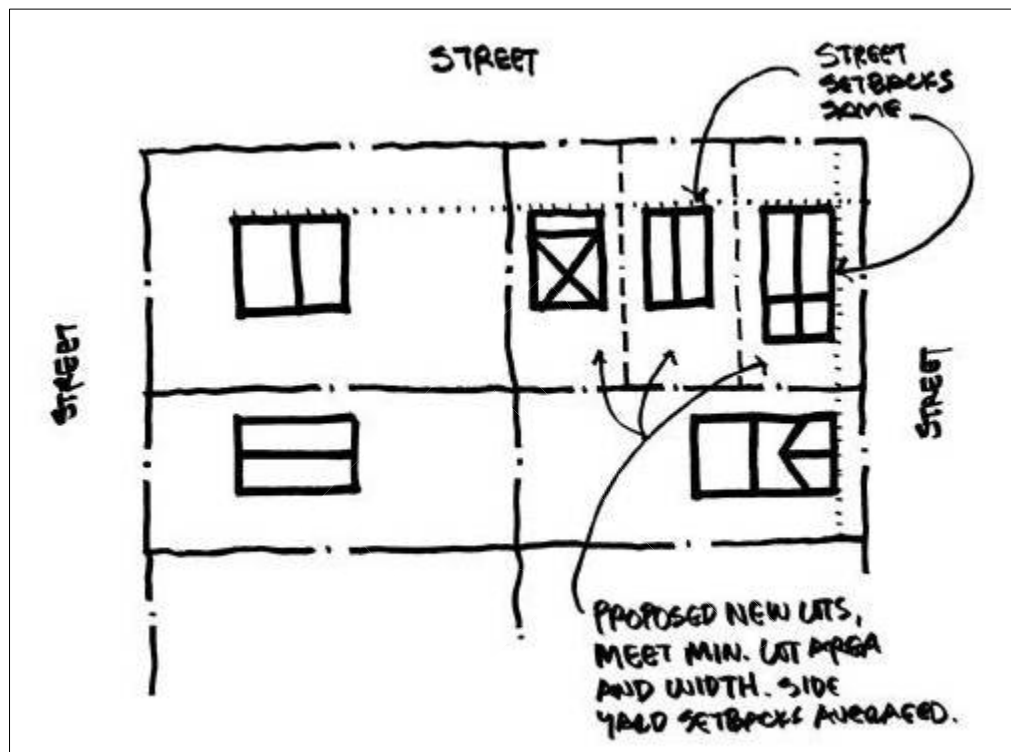
Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks**c. Subdivisions of Vacant Corner Lots**

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****(I) OV-CCP: Community Character Protection Overlay District**

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Figure 17.3.7(I)(3)c: Setbacks on Vacant Corner Lot Subdivision**d. Subdivisions of Corner Lots Generally**

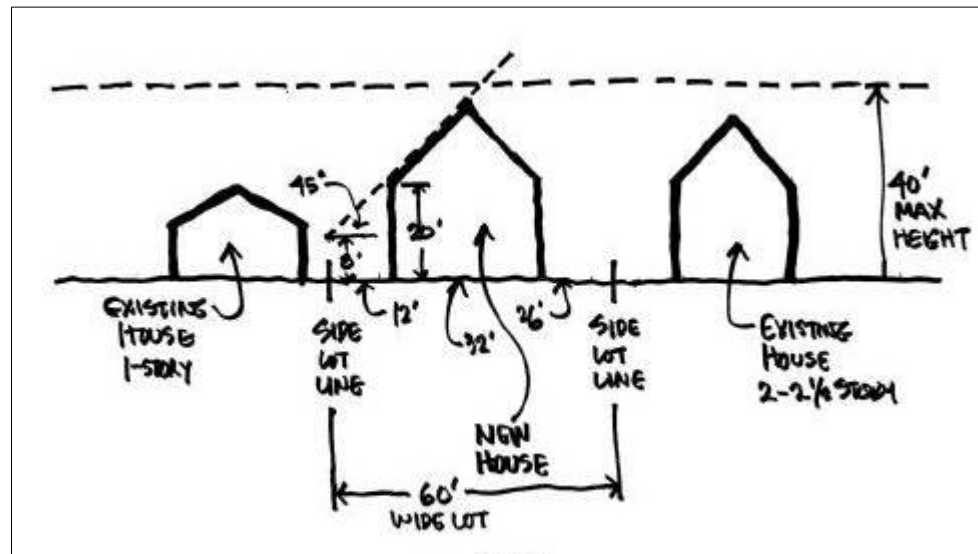
The Zoning Administrator may require a different orientation or setback than that required by this Section if a different orientation or setback would further the intent of this Section, or where such orientation would preserve a grand and/or significant tree. The applicant for subdivision may appeal 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(I)(3)e: Maximum Height).

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

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

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

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

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

- (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~~

Columbia, S.C.

Zoning Ordinance and Land Development Regulations Rewrite



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Article 1: General Provisions

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ARTICLE 1: GENERAL PROVISIONS

Sec. 17-1.1 Title

This Ordinance shall be officially known as “The Unified Development Ordinance of the City of Columbia, South Carolina” and may be referred to as “the UDO” or “this Ordinance.”

Sec. 17-1.2 Authority

- (a) The City Council is authorized to adopt the UDO in accordance with the enabling authority in Title 6 of the Code of Laws of South Carolina (1976), as amended, including but not limited to Chapter 7, Chapter 29, and Chapter 31 of Title 6 of the Code, and including all provisions located elsewhere in the Code citing any applicable authority.
- (b) Whenever any provision of this Ordinance refers to or cites a section of the Code of Laws of South Carolina and that section is later amended, this Ordinance shall be deemed amended to refer to the amended section.

Sec. 17-1.3 General Purpose and Intent

The purpose and intent of the UDO is to guide development in accordance with the City’s Comprehensive Plan and existing and future needs of the City in order to protect, promote, and improve the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare. The UDO is enacted and designed to exercise the full range of authority available to the City in accordance with State law to:

- (1) Provide for adequate light, air, and open space;
- (2) Prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets;
- (3) Facilitate the creation of a convenient, attractive, and harmonious community that includes a walkable city;
- (4) Protect and preserve scenic, historic, or ecologically sensitive areas;
- (5) Regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes in a way that maintains strong neighborhoods and protects their character, supports an economically vibrant and walkable city center, provides for a broad range of housing choices, facilitates use of vacant structures and land that were previously developed, and supports greater intensity of development at strategic locations;
- (6) Facilitate the adequate provision or availability of transportation, police and fire protection, water, sewerage, schools, parks and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements;

- (7) Secure safety from fire, flood, and other dangers;
- (8) Facilitate the harmonious, orderly, and progressive development of land within the City that maintains strong neighborhoods and protects their character;
- (9) Encourage development of land within the City that renders it economically sound;
- (10) Assure the timely provision of required streets, utilities, and other facilities and services to new land developments;
- (11) Assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments that support development patterns that are well connected and support multiple modes of travel;
- (12) Assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation, and other public purposes;
- (13) Assure, in general, the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with official community plans for future development; and
- (14) Carry out such other purposes in the public interest as may be specifically cited in the UDO.

Sec. 17-1.4 Applicability

(a) General

- (1) The provisions of this Ordinance apply to the development of any land within the City, unless expressly exempted by a specific section, subsection, or paragraph of this Ordinance.
- (2) Development shall not occur except in accordance with the requirements of this Ordinance and all other applicable City, State, and federal ordinances, laws, statutes, and regulations.
- (3) No development shall occur until the required development approvals and permits are obtained in accordance with the requirements of this Ordinance.
- (4) Development undertaken without required development approvals and permits is a violation of this Ordinance.

(b) Activities Constituting Development

Unless expressly exempted by this Ordinance, the following activities shall be considered development subject to this Ordinance:

- a. Any construction, reconstruction, erection, installation, placement, relocation, demolition, or alteration in the size or external appearance of a structure;

- b. Any establishment, re-establishment, or change in a use of a structure or land;
- c. Any change in the intensity of the use of a structure or land, such as an increase in:
 - 1. The number of businesses, establishments, offices, dwelling units, or lodging units comprising the use;
 - 2. The number of parking spaces or amount of impervious cover;
 - 3. The number of products or services provided by the use;
- d. Any alteration of the natural topography of land, such as mining, grading, ditching, extracting earth materials, dredging, excavation, filling, or deposition of soil;
- e. Removal of vegetative cover, such as site clearing or the removal of specimen trees or significant stands of trees;
- f. The construction or extension of any utility service line or facility; or
- g. Any subdivision as defined in Sec. 17-9.4, Definitions.

(c) Activities Not Constituting Development

Unless part of a more extensive activity identified as development in subsection (b) above, the following activities do not constitute development subject to this Ordinance:

- a. The ordinary maintenance and repair of existing structures, where no activities identified as development in subsection (b) above are involved;
- b. The inspection, maintenance or repair of an existing transportation facility (roadway, walkway, railroad tracks, bus shelter, traffic control device, etc.) or an existing utility, stormwater management, or public service facility (pipe, cable, valve, catch basin, outlet, ditch, basin, bulk refuse container pad, etc.), if no substantial engineering redesign is involved;
- c. The ordinary planting or maintenance of vegetative landscaping or gardens;
- d. A change in the ownership or form of ownership of any land or structure that does not involve the division of land into separate parcels;
- e. The creation or termination of easements, covenants, or other rights in land or development, where no street right-of-way dedication is involved; and
- f. The recording of any documents or plats expressly for the purposes of reference or attachment to a publicly recorded document when such recording does not result in subdivision of land as defined in Sec. 17-9.4, Definitions.

(d) Exemption of Homes for the Handicapped

This Ordinance does not apply to a home providing 24-hour care to nine or fewer mentally or physically handicapped persons in accordance with S.C. Code § 6-29-770(E).

(e) Applicability to Governmental Entities

- (1) The provisions of this Ordinance shall apply to development by the City or its agencies and departments, or on land owned or otherwise controlled by the City.
- (2) To the extent allowed by law, the provisions of this Ordinance shall apply to development by the County, State, or federal government or its agencies, departments, or corporate services, or on land owned or otherwise controlled by the County, State, or federal government.

Sec. 17-1.5 In Accordance with Comprehensive Plan

This Ordinance is intended to ensure that all development within the City's jurisdiction is in accordance with the Comprehensive Plan and implements the planning policies adopted as part of the Comprehensive Plan in furtherance of the general health, safety, and welfare of the City's citizens.

Sec. 17-1.6 Relationship with Other Laws, Covenants, or Deeds**(a) Conflicts with Provisions of Adopted Codes or Ordinances**

- (1) If a provision of this Ordinance is inconsistent or conflicts with another provision of this Ordinance or with a provision found in other adopted ordinances or codes of the City, the more restrictive provision shall govern unless the terms of the more restrictive provision specify otherwise. The more restrictive provision is the one that imposes greater restrictions or burdens, or more stringent controls.
- (2) When there is a conflict between an overlay zoning district and an underlying base zoning district, the provisions of the overlay district shall control. When there is a conflict between provisions of two or more applicable overlay zoning districts, unless otherwise stated in this Ordinance, the more restrictive provision applies.
- (3) When it is possible to implement, administer, or construe a particular provision of this Ordinance in more than one way, it shall be implemented, administered, or construed in a way that eliminates or minimizes conflicts with other provisions of the UDO.

(b) Conflicts with State or Federal Law

If the provisions of this Ordinance are inconsistent or conflict with the laws or regulations of the State or federal government, the more restrictive provision shall control, to the

extent permitted by law. The more restrictive provision is the one that imposes greater restrictions or burdens, or more stringent controls.

(c) Relationship to Restrictive Covenants or Deed Restrictions

- (1)** The City shall not be responsible for monitoring or enforcing easements, covenants, deed restrictions, or other agreements between private parties. Private easements, covenants, and restrictions notwithstanding, all development, unless expressly exempted by this Ordinance, shall comply with the minimum requirements of this Ordinance.
- (2)** In accordance with State law, application forms and/or instructions for land development permits or approvals other than those authorizing the building or placement of a structure on a tract or parcel of land shall inquire whether the subject tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the proposed activity. If the City has actual notice of such a restrictive covenant, whether from the application or other source, the City shall not issue approval of the permit unless the City receives written confirmation and proof from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders, or by court order. The issuance of a development approval or permit does not affect the applicant's obligations under any recorded covenants.

Sec. 17-1.7 Official Zoning Map

(a) Establishment and Maintenance

- (1)** Land subject to this Ordinance is divided into the various base and overlay zoning districts established in Article 3: Zoning Districts. The location and boundaries of the zoning districts are shown on the Official Zoning Map. The Official Zoning Map, including all its notations, is incorporated herein by reference and made part of the UDO. The Official Zoning Map shall be the final authority as to the status of the zoning district classification of land in the City.
- (2)** The original and all revised versions of the Official Zoning Map shall be kept on file, in either hardcopy or digital form, in the office of the Zoning Administrator. The Official Zoning Map shall be made available for public inspection at the office of the Zoning Administrator during normal business hours.

(b) Changes

- (1)** Changes made in zoning district boundaries or other matters portrayed on the Official Zoning Map shall be made in accordance with Sec. 17-2.5(c), Zoning Map Amendment or Sec. 17-2.5(d), Planned Development.
- (2)** The Zoning Administrator shall enter changes onto the Official Zoning Map within a reasonable period of time after a map amendment is adopted by the City Council. Where the ordinance enacting a zoning district boundary change contains wording explaining or clarifying the location of the new boundary, the

Zoning Administrator may enter on the Official Zoning Map notations reflecting the ordinance wording.

(c) Zoning District Classification of Annexed Land

- a.** For property annexed by ordinance, the annexation may be considered prior to or concurrent with the zoning district classification as follows:
 - 1.** For annexation petitions for which a corresponding amendment to Comprehensive Plan is proposed and a zoning map amendment application in accordance with Sec. 17-2.5(c), Zoning Map Amendment, is received, the proposed Comprehensive Plan amendment and zoning map amendment application shall be considered concurrently with the petition.
 - 2.** For annexation petitions for which no corresponding zoning map amendment application in accordance with Sec. 17-2.5(c), Zoning Map Amendment, is received, the Planning Commission shall recommend to the City Council an interim zoning district classification. The interim zoning district classification shall be a City zoning district classification that the Planning Commission determines is consistent with the proposed and existing land uses in the area and relevant Comprehensive Plan policies. The interim zoning district classification shall be specified in the annexation ordinance considered by the City Council and shall become effective on the effective date of the annexation. After the effective date of the annexation, the Zoning Administrator shall initiate an amendment of the Comprehensive Plan to designate a land use category for the annexed land and may initiate a zoning map amendment in accordance with Sec. 17-2.5(c), Zoning Map Amendment, for the annexed area.
- b.** The zoning district classification of land annexed by petition and referendum shall be designated as follows:
 - 1.** When a petition is submitted for annexation of land, the Planning Commission will require preparation of a proposed Comprehensive Plan amendment designating a land use category for the land and a zoning map amendment in accordance with Sec. 17-2.5(c), Zoning Map Amendment, for the land.
 - 2.** The proposed Comprehensive Plan amendment and zoning map amendment will be made public at a meeting of the City Council prior to the referendum.
 - 3.** If the referendum is successful, the City Council will amend the Comprehensive Plan as proposed and establish the proposed zoning as a part of the ordinance ratifying the referendum and taking the area into the City limits.

(d) Zoning District Boundaries

- (1)** The Zoning Administrator is authorized to determine the location of zoning district boundaries as shown on the Official Zoning Map in accordance with Sec. 17-2.5(w), Interpretation – Zoning. Appeals from the Zoning Administrator’s determinations may be made to the Board of Zoning Appeals (see Sec. 17-2.5(u), Appeal – Zoning).
- (2)** When determining the location of zoning district boundaries as shown on the Official Zoning Map, the Zoning Administrator shall use the following general rules of interpretation:
 - a.** District boundaries indicated as approximately following the centerlines of streets, highways, alleys, or other public access ways shall be construed to follow those centerlines.
 - b.** District boundaries indicated as approximately following property lines shall be construed as following those property lines. If a subsequent minor adjustment (such as from a court ordered settlement of a boundary dispute or overlap) results in a property line moving ten feet or less, the zoning district boundary shall be interpreted as moving with the property line.
 - c.** District boundaries indicated as approximately following City limits shall be construed as following City limits.
 - d.** District boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.
 - e.** District boundaries indicated as following centerlines of rivers, streams, or other watercourses shall be construed to follow those centerlines.
 - f.** District boundaries indicated as approximately parallel to or extensions of features identified in subsections a through e above shall be construed to be parallel to or extensions of such features.
- (3)** If the specific location of a depicted boundary cannot be determined from notations on the Official Zoning Map or in accordance with subsection (2) above, it shall be determined by using the map’s scale to determine the boundary’s distance from other features shown on the map.
- (4)** Where the actual locations of existing physical or natural features vary from those shown on the Official Zoning Map, or in other circumstances not covered by this subsection, the Zoning Administrator shall have the authority to interpret the district boundaries in accordance with Sec. 17-2.5(w), Interpretation – Zoning.

Sec. 17-1.8 Transitional Provisions

(a) Effective Date

This Ordinance shall become effective on [] [insert the effective date of this Ordinance], and repeals and replaces Articles I through VII of Chapter 17 of the Code of Ordinances.

(b) Violations Continue

Any violation of a provision of the Code of Ordinances replaced by this Ordinance shall continue to be a violation under this Ordinance unless the development complies with the express terms of this Ordinance.

(c) Applications upon Which No Final Action Taken

- (1) Any development application submitted and accepted as complete before [] [insert the effective date of this Ordinance], but still pending final action as of that date, shall be reviewed and decided in accordance with the regulations in effect when the application was accepted. To the extent such an application is approved and proposes development that does not comply with this Ordinance, the subsequent development, although permitted, shall be nonconforming and subject to the provisions of Article 7: Nonconformities.
- (2) Completed applications shall be processed in good faith and shall comply with any time frames for review, approval, and completion as established in the regulations in effect at the time of application acceptance. If the application fails to comply with the required time frames, it shall expire and future development shall be subject to the requirements of this Ordinance.
- (3) An applicant with a pending application accepted before [] [insert the effective date of this Ordinance] may opt to have the proposed development reviewed and decided under the standards of this Ordinance by withdrawing the pending application and submitting a new application in accordance with the standards of this Ordinance.

(d) Approved Applications

- (1) Any development approvals granted before [] [insert the effective date of this Ordinance] shall remain valid until their expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired. If the prior approval expires or is revoked (e.g., for failure to comply with the terms and conditions of approval), any subsequent development of the site shall not occur until all required development approvals and permits are obtained in accordance with the procedures and standards of this Ordinance.
- (2) To the extent a prior-approved application proposes development that does not comply with this Ordinance, the subsequent development, although permitted, shall be nonconforming and subject to the provisions of Nonconformities.

Sec. 17-1.9 Vested Rights

- (a) A vested right is established in accordance with State law only upon the approval or conditional approval of a site specific development plan in accordance with the standards and procedures of this Ordinance.
- (b) A vested right established in accordance with this section is subject to the conditions and limitations as prescribed by State law.
- (c) A vested right for a site specific development plan shall expire two years after vesting. No extensions of the vested right are authorized. Any requests for an extension of a vested right shall be denied.
- (d) A vested site specific development plan may be amended if the amendment conforms to, or does not cause greater nonconformity with the current provisions of this Ordinance. Approval or conditional approval of an amendment to an established vested right does not reset its expiration period.

Sec. 17-1.10 Severability

It is the legislative intent of the City Council in adopting this Ordinance that all provisions shall be liberally construed to implement the City's Comprehensive Plan and guide development in accordance with the existing and future needs of the City as established in the Comprehensive Plan and this Ordinance and to promote the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the land owners and residents of the City. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity and continued enforcement of any other section, subsection, sentence, clause, or phrase of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and any section, subsection, sentence, clause, and phrase, thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid by a court of competent jurisdiction.

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Article 2: Administration

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ARTICLE 2: ADMINISTRATION

Sec. 17-2.1 Purpose and Organization of this Article

This article sets forth the review and approval procedures for development applications.

- (a) Sec. 17-2.2, Summary Table of Development Review Responsibilities, provides a summary of the actions required of each advising and decision-making body for each type of development application.
- (b) Sec. 17-2.3, Advisory and Decision-Making Bodies and Persons, describes the powers and duties of the various bodies and persons that review and make decisions on development applications.
- (c) Sec. 17-2.4, Standard Review Procedures, describes procedures that generally apply to all development applications.
- (d) Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, contains specific information for each type of application, including standards for making a decision on the application and applicable additions or modifications to the standard review procedures.

Sec. 17-2.2 Summary Table of Development Review Responsibilities

Table 17-2.2: Summary of Development Review Responsibilities, identifies the types of development applications authorized by this Ordinance. For each type of application, the table identifies the action required by the various advising or decision-making bodies or persons.

Article 2: Administration

Sec. 17-2.2. Summary Table of Development Review Responsibilities

(d) Approved Applications

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
D = DECISION R = RECOMMENDATION A = APPEAL <> = PUBLIC HEARING									
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
DISCRETIONARY APPROVALS									
Text Amendment	<D>	R				R			
Zoning Map Amendment	<D>	R			R[1]	R			
Planned Development	<D>	R				R			
Special Exception Permit			<D>						
Development Agreement	<D>	<R>							
HISTORIC PROPERTIES AND ARCHITECTURAL REVIEW									
Certificate of Design Approval – Historic Districts and Landmarks									
Minor					<A>	D			
Major					<D>	R			
Certificate of Design Approval – Design Districts									
Minor					<A>	D			
Major					<D>	R			
LAND DEVELOPMENT									
Site Plan									
Minor		A					D		R
Major		D							R
Subdivision									
Minor Subdivision – Final Plat		A					D		
Major Subdivision									
Sketch Plan		A					D		
Preliminary Plat		D					R		R
Final Plat		A						D	
Street or Road Name Change		<D>					R		
PERMITS									
Conditional Use Permit			<A>			D			
Tree Removal Permit			<A>			D			
Forestry Permit			<A>			D			
Sign Permit			<A>			D			
Temporary Use Permit			<A>			D			
Zoning Permit			<A>			D			
RELIEF									
Administrative Adjustment			<A>			D			
Variance – Zoning			<D>	<D>[2]					

Article 2: Administration**Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons****(a) City Council****TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES****D = DECISION****R = RECOMMENDATION****A = APPEAL****<> = PUBLIC HEARING**

APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
Variance – Land Development (Subdivision and Site Plan)		<D>							
Appeal – Zoning			<A>	<A>[3]					
Appeal – Land Development (Subdivision and Site Plan)		A							
INTERPRETATIONS									
Interpretation – Zoning			<A>	<A>[3]		D			
Interpretation – Land Development (Subdivision and Site Plan)		<A>					D		
NOTES: [1] Review and recommendation by the Design Development Review Commission is required only for a Zoning Map Amendment application that involves a Historic Districts and Landmarks Designation or a Design District Designation. [2] The Board of Zoning Appeals – Form-based Codes, hears and makes decisions on applications for Variance – Zoning from requirements specific to an adopted Form-based Code, such as the Bull Street PUD. [3] The Board of Zoning Appeals – Form-based Codes, hears and decides appeals from decisions of the Zoning Administrator in administering, enforcing, or interpreting provisions of this Ordinance specific to an adopted Form-based Code, such as the Bull Street PUD.									

Sec. 17-2.3 Advisory and Decision-Making Bodies and Persons

(a) City Council

To exercise its authority in accordance with State law, the City Council shall have the following powers and duties under this Ordinance:

- a. To review and decide the following:
 1. Text Amendments (Sec. 17-2.5(b));
 2. Zoning Map Amendments (including Historic Districts and Landmarks Designations and Design Districts Designations) (Sec. 17-2.5(c));
 3. Planned Developments (Sec. 17-2.5(d)); and
 4. Development Agreements (Sec. 17-2.5(f)).

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Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(b) Planning Commission

- b. To establish a schedule of fees and a collection procedure for applications for development approvals and permits reviewed under this Ordinance. The schedule of fees shall be posted in the office of the Zoning Administrator and in the office of the Land Development Administrator and may be altered or amended only by the City Council.
- c. To appoint and remove in accordance with State law and this section members of the Planning Commission, Board of Zoning Appeals, Board of Zoning Appeals – Form-based Codes, and Design Development Review Commission.
- d. To take any other action not delegated to the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals—Form-based Codes, the Design Development Review Commission, the Zoning Administrator, the Land Development Administrator, or any other body or person within the City Council’s authority, as the Council may deem desirable and necessary to implement the provisions of this Ordinance.

(b) Planning Commission

The Planning Commission is hereby established in accordance with State law under this Ordinance.

(1) Powers and Duties

The Planning Commission shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 - 1. Text Amendments (Sec. 17-2.5(b));
 - 2. Zoning Map Amendments (including Historic Districts and Landmarks Designations and Design Districts Designations) (Sec. 17-2.5(c));
 - 3. Planned Developments (Sec. 17-2.5(d)); and
 - 4. Development Agreements (Sec. 17-2.5(f)).
- b. To review and decide applications for the following:
 - 1. Major Site Plans (Sec. 17-2.5(i)(5));
 - 2. Major Subdivision Preliminary Plats (Sec. 17-2.5(j)(5)b);
 - 3. Street or road name changes (Sec. 17-2.5(k)); and
 - 4. Variances – Land Development (Subdivision) (Sec. 17-2.5(t)).
- c. To hear and decide appeals from decisions of the Land Development Administrator or the City Engineer, as applicable, on the following:
 - 1. Minor Subdivision Final Plats (Sec. 17-2.5(j)(4));
 - 2. Major Subdivision Sketch Plans (Sec. 17-2.5(j)(5)a);
 - 3. Major Subdivision Final Plats (Sec. 17-2.5(j)(5)b);

4. Subdivision standards (Article 6: Land Development (Subdivision) Standards); and
 5. Interpretations – Land Development (Subdivision) (Sec. 17-2.5(x)).
- d. To carry out any other powers and duties delegated to it in accordance with State law.

(2) Membership and Terms

a. Number, Appointment

1. The Planning Commission shall consist of nine members appointed by the City Council.
2. No member of the Planning Commission shall hold an elected public office in the City or in the County.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the Planning Commission on ____ [insert effective date of this Ordinance] shall continue to serve until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the Planning Commission for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings

a. Officers

1. The Planning Commission shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The Planning Commission shall adopt rules for the conduct of business.

c. Meetings

1. The Planning Commission shall meet at the call of the Chair and at such regular times as the Commission may determine.
2. Public notice of meetings of the Planning Commission shall be provided in accordance with State law and this Ordinance.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(c) Board of Zoning Appeals

3. A majority of the Planning Commission shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all Commission meetings. The Vice-Chair shall serve as acting chair and preside over Commission meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the Planning Commission shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair, or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The Planning Commission shall keep minutes of its proceedings in accordance with State law, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep a record of its resolutions, findings, and determinations, which shall be a public record.

(c) Board of Zoning Appeals

The Board of Zoning Appeals is established in accordance with State law under this Ordinance.

(1) Powers and Duties

The Board of Zoning Appeals shall have the following powers and duties under this Ordinance:

- a. To review and decide applications for the following:
 1. Special Exception Permits (Sec. 17-2.5(e)); and
 2. Variances – Zoning (Sec. 17-2.5(s)), except in the Bull Street Planned Unit Development.
- b. To hear and decide appeals from decisions of the Zoning Administrator on any of the following:
 1. Conditional Use Permits (Sec. 17-2.5(l));
 2. Tree Removal Permits (Sec. 17-2.5(m));
 3. Forestry Permits (Sec. 17-2.5Sec. 17-2.5(n));
 4. Sign Permits (Sec. 17-2.5(o));
 5. Temporary Use Permits (Sec. 17-2.5(p));
 6. Zoning Permits (Sec. 17-2.5Sec. 17-2.5(q));
 7. Administrative Adjustments (Sec. 17-2.5(r)); and
 8. Interpretations – Zoning (Sec. 17-2.5Sec. 17-2.5(w)), except specific to adopted Form-based Codes, such as the Bull Street Planned Unit Development.

- c. To hear and decide appeals from any other order, requirement, decision, determination, or written interpretation, made by the Zoning Administrator in the review of development applications or otherwise in the enforcement of this Ordinance, except specific to adopted Form-based Codes, such as the Bull Street Planned Unit Development.
- d. To carry out any other powers and duties delegated to it by the City Council, in accordance with State law.

(2) Membership and Terms

a. Number, Appointment

- 1. The Board of Zoning Appeals shall consist of seven members appointed by the City Council.
- 2. No member shall hold any other public office or position in the City or County.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the Board of Zoning Appeals on ____ [insert effective date of this Ordinance] shall continue to serve until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the Board of Zoning Appeals for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings

a. Officers

- 1. The Board of Zoning Appeals shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The Board of Zoning Appeals shall adopt rules for the conduct of business.

c. Meetings

- 1. The Board of Zoning Appeals shall meet at the call of the Chair and at such regular times as the Board may determine.

Article 2: Administration

Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(d) Board of Zoning Appeals – Form-based Codes

2. All meetings of the Board of Zoning Appeals shall be open to the public. Public notice of Board meetings shall be provided in accordance with State law and this Ordinance.
3. A majority of the Board of Zoning Appeals shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all Board meetings. The Vice-Chair shall serve as acting chair and preside over Board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the Board of Zoning Appeals shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair, or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The Board of Zoning Appeals shall keep minutes of its proceedings in accordance with State law, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact. The Board of Zoning Appeals shall keep records of its examinations and other official actions, all of which shall be filed within a reasonable time in the office of the Zoning Administrator and shall be a public record.

(d) Board of Zoning Appeals – Form-based Codes

The Board of Zoning Appeals—Form-based Codes is established in accordance with State law under this Ordinance.

(1) Powers and Duties

For provisions specific to a Form-based Code, the Board of Zoning Appeals—Form-based Codes, shall have the following powers and duties under this Ordinance:

- a. To review and decide applications for a Variance – Zoning (Sec. 17-2.5(s)).
- b. To hear and decide appeals from any order, requirement, decision, determination, or written interpretation made by the Zoning Administrator (Sec. 17-2.5(u))

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The Board of Zoning Appeals—Form-based Codes, shall consist of five members appointed by the City Council.
2. No member shall hold any other public office or position in the City or County.
3. Of the members appointed, one shall be an architect, one shall be an attorney, one shall be a landscape architect or urban planner, and one shall be a real estate professional.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the Board of Zoning Appeals—Form-based Codes, on ____ [insert effective date of this Ordinance] shall continue to serve until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the Board of Zoning Appeals—Form-based Codes for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings**a. Officers**

1. The Board of Zoning Appeals—Form-based Codes, shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The Board of Zoning Appeals—Form-based Codes, shall adopt rules for the conduct of business.

c. Meetings

1. The Board of Zoning Appeals—Form-based Codes, shall meet at the call of the Chair and at such regular times as the Board may determine.
2. All meetings of the Board of Zoning Appeals—Form-based Codes shall be open to the public, and public notice of meetings shall be provided in accordance with State law and this Ordinance.
3. A majority of the Board of Zoning Appeals—Form-based Codes, shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all Board meetings. The Vice-Chair shall serve as acting chair and preside over Board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the Board of Zoning Appeals – Form-based Codes shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair, or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.

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Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(e) Design Development Review Commission

6. The Board of Zoning Appeals—Form-based Codes shall keep minutes of its proceedings in accordance with State law, showing, for each question, the vote of each member and any member that is absent or fails to vote. The Board shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Zoning Administrator and shall be a public record.

(e) Design Development Review Commission

A board of architectural review, which shall be known as the Columbia Design and Development Review Commission (abbreviated "DDRC" in this Ordinance), is established in accordance with State law under this Ordinance.

(1) Powers and Duties

The DDRC shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Zoning Map Amendments involving Historic Districts and Landmarks Designations or Design Districts Designations (Sec. 17-2.5(c));
- b. To review and decide applications for the following:
 1. Major Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(5)) and
 2. Major Certificates of Design Approval – Design District (Sec. 17-2.5(h)(5)).
- c. To hear and decide appeals from decisions of the Zoning Administrator on the following:
 1. Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4)) and
 2. Minor Certificates of Design Approval – Design District (Sec. 17-2.5(h)(4)).
- d. Plan and direct continuing studies of areas, physical features and improvements in the City relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this Ordinance. In doing so, the DDRC shall properly coordinate such plans and studies with the various departments and agencies of the City.
- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

(2) Membership and Terms**a. Number, Appointment, and Qualifications**

1. The DDRC shall consist of nine members appointed by the City Council.
2. No member shall hold any other public office or position in the City or County.
3. Of the members appointed to the DDRC, at least one shall be an architect registered in the State, at least one shall be a lawyer admitted to practice before the South Carolina Supreme Court, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the DDRC.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the DDRC on ____ [insert effective date of this Ordinance] shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the DDRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

(3) Officers, Rules of Proceeding, and Meetings**a. Officers**

1. The DDRC shall elect one of its members Chair and another Vice-Chair, each for a term of one year.

b. Rules of Proceeding

The DDRC shall adopt rules for the conduct of business.

c. Meetings

1. Meetings of the DDRC shall be held at the call of the Chair and at such other times as the DDRC may determine.

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Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(f) Zoning Administrator

2. Public notice of meetings of the DDRC shall be provided in accordance with State law and this Ordinance.
3. A majority of the DDRC shall constitute a quorum for the conduct of business.
4. The Chair shall preside over all DDRC meetings. The Vice-Chair shall serve as acting chair and preside over DDRC meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the DDRC shall vote to determine who shall serve as acting Chair for the meeting.
5. The Chair or, in the Chair's absence, the acting Chair, may administer oaths and compel the attendance of witnesses by subpoena.
6. The DDRC shall keep minutes of its proceedings in accordance with State law, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact. The DDRC shall keep records of its examinations and other official actions, all of which shall be filed within a reasonable time in the office of the Zoning Administrator. The records of the DDRC shall be a public record.

(f) Zoning Administrator

The Zoning Administrator, abbreviated as "ZA" in this Ordinance, is designated by the City Manager to administer and enforce all provisions of this Ordinance, except Article 6: Land Development (Subdivision) Standards. The Zoning Administrator may delegate any administrative, decision, or review authority under this Ordinance to any professional-level City staff. Any such delegation shall be specified in the Procedures Manual.

(1) Powers and Duties

The Zoning Administrator shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Text Amendments (Sec. 17-2.5(b));
 2. Zoning Map Amendments (including Historic Districts and Landmarks Designations and Design Districts Designations) (Sec. 17-2.5(c)); and
 3. Planned Developments (Sec. 17-2.5(d)).
- b. To review and decide applications for the following:
 1. Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4));
 2. Minor Certificates of Design Approval – Design Districts (Sec. 17-2.5(h)(4));
 3. Conditional Use Permits (Sec. 17-2.5(l));

Article 2: Administration**Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons****(f) Zoning Administrator**

4. Tree Removal Permits (Sec. 17-2.5(m));
 5. Forestry Permits (Sec. 17-2.5(n));
 6. Sign Permits (Sec. 17-2.5(o));
 7. Temporary Use Permits (Sec. 17-2.5(p));
 8. Zoning Permits (Sec. 17-2.5Sec. 17-2.5(q));
 9. Administrative Adjustments (Sec. 17-2.5(r)); and
 10. Interpretations – Zoning (Sec. 17-2.5(w)).
- c. To render formal written interpretations on all provision of this Ordinance, except those in Article 6: Land Development (Subdivision) Standards, which the Land Development Administrator is authorized to administer and interpret.
 - d. To enforce all provisions of this Ordinance in accordance with Article 8: Enforcement, except those in Article 6: Land Development (Subdivision) Standards, which the Land Development Administrator is authorized to administer and interpret.
 - e. To ensure that applications for development approvals and permits are processed and reviewed in accordance with this Ordinance.
 - f. To establish the requirements for all application contents and forms not established by the Land Development Administrator, and to amend and update the requirements, as determined necessary.
 - g. To establish the submission and review schedule (including time frames for review) for all applications, except applications for subdivision or site plan approval, and to amend and update the schedule, as determined necessary.
 - h. To compile and amend as necessary a Procedures Manual containing all requirements for application contents and forms, submission schedules, and fees established in accordance with this Ordinance and specifying any delegation of duties or authority by the Zoning Administrator or the Land Development Administrator. The Procedures Manual may contain additional information relevant to the submittal, review, and decision of development applications.
 - i. To serve as the professional staff to the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, and the Design Development Review Commission.
 - j. To maintain the Official Zoning Map and other such records and official materials as may relate to the adoption, amendment, enforcement or administration of this Ordinance.
 - k. To make available at the Zoning Administrator's office, upon reasonable request and during normal business hours, copies of all development

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Sec. 17-2.3. Advisory and Decision-Making Bodies and Persons

(g) Land Development Administrator

applications, staff reports, and materials submitted in support of or in opposition to an application, at a reasonable cost.

- l.** To receive complaints from persons who allege that violations of this Ordinance have occurred, to properly investigate such complaints, and to initiate action to prevent, enjoin, abate or remove such violations, except that complaints alleging violations of Article 6: Land Development (Subdivision) Standards, shall be received, investigated, and acted upon by the Land Development Administrator.
- m.** To provide expertise and technical assistance to the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, and the Design Development Review Commission, upon request.

(g) Land Development Administrator

The Land Development Administrator, abbreviated as “LDA” in this Ordinance, is designated by the City Manager to have the powers and duties under this ordinance that are set forth in this subsection. The LDA may delegate any administrative, decision, or review authority under this Ordinance to any professional-level City staff. Any such delegation shall be specified in the Procedures Manual.

(1) Powers and Duties

- a.** To review and make recommendations to the Planning Commission on the following:
 - 1.** Major Site Plans (Sec. 17-2.5(i)(5));
 - 2.** Major Subdivision Preliminary Plats (Sec. 17-2.5(j)(5)b);
 - 3.** Street or road name changes (Sec. 17-2.5(k)); and
 - 4.** Variances – Land Development (Subdivision) (Sec. 17-2.5(t)).
- b.** To review and decide applications for the following:
 - 1.** Final Plats for Minor Subdivisions (Sec. 17-2.5(j)(4));
 - 2.** Major Subdivision Sketch Plans (Sec. 17-2.5(j)(5)a); and
 - 3.** Minor Site Plans (Sec. 17-2.5(i)(4)).
- c.** To render formal written interpretations on the provision of Article 6: Land Development (Subdivision) Standards.
- d.** To enforce the provisions of Article 6: Land Development (Subdivision) Standards.
- e.** To serve as the professional staff to the Planning Commission.
- f.** To establish the requirements for application contents and forms for subdivisions and site plans and to amend and update the requirements, as determined necessary.

- g. To establish the submission and review schedule (including time frames for review) for subdivision and site plan applications and amend and update the schedule, as determined necessary.
- h. To coordinate with the Zoning Administrator to include the application requirements and submission and review schedules for subdivision and site plan applications in the Procedures Manual.

(h) City Engineer

The City Engineer shall have the following powers and duties under this Ordinance:

- a. To review and decide applications for Major Subdivision Final Plats (Sec. 17-2.5(j)(5)c).

(i) Site Plan Review Team

The Site Plan Review Team shall consist of the Land Development Administrator and such representatives of City departments and non-City regulatory agencies as the Land Development Administrator shall designate.

(1) Powers and Duties

The Site Plan Review Team shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the Planning Commission or Land Development Administrator, as applicable, on the following:
 - 1. Site Plans (Sec. 17-2.5(i)); and
 - 2. Major Subdivision Preliminary Plats (Sec. 17-2.5(j)(5)b).

(2) Administration

The Land Development Administrator shall schedule Site Plan Review Team meetings, coordinate the team's activities, preside over team meetings, prepare team reports, and serve as liaison to the departments and agencies involved for clarification of issues and resolution of conflicts.

Sec. 17-2.4 Standard Review Procedures

(a) General

This section sets forth the standard procedures that are generally applicable to the review of development applications under this Ordinance. Not all procedures in this section are required for every development application. Each subsection in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, identifies, for a specific type of development application, which standard procedures are required, including any additions or modifications that apply. Figure 17-2.4(a) provides a summary of the standard review procedures.

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Sec. 17-2.4. Standard Review Procedures

(b) Pre-Application Conference

Figure 17-2.4(a): Summary of Potential Standard Review Procedures**(b) Pre-Application Conference****(1) Purpose**

The purpose of a pre-application conference is to provide an opportunity for the applicant to determine the submission requirements and the procedures and standards applicable to an anticipated application. A pre-application conference is also intended to provide an opportunity for City staff to become familiar with, and offer the applicant preliminary comments about, the scope, features, and impacts of the proposed development as it relates to the standards in this Ordinance.

(2) Applicability

- a.** A pre-application conference is required before the submission of an application for any of the following:
 - 1.** Zoning Map Amendment (including Historic Districts and Landmarks Designation and Design Districts Designation) (Sec. 17-2.5(c));
 - 2.** Planned Development (Sec. 17-2.5(d));
 - 3.** Development Agreement (Sec. 17-2.5(f));
 - 4.** Major Site Plan (Sec. 17-2.5(i)(5)); or
 - 5.** Major Subdivision Preliminary Plat (Sec. 17-2.5(j)(5)b).

- b. A pre-application conference is optional before the submission of any other application not listed in subsection a above.

(3) Procedure

a. Submission of Materials Prior to Conference

Before a pre-application conference is held, the applicant shall submit to the ZA or LDA, whichever is authorized to receive the application in accordance with Sec. 17-2.4(c), Application Submission, a narrative describing the scope of the proposed development, a conceptual site plan, and any other information reasonably requested by the ZA or LDA, as applicable.

b. Scheduling

Upon receipt of the request for a pre-application staff conference, the ZA or LDA, as applicable, shall schedule the pre-application conference and notify the applicant of the conference time and location.

c. Conference Proceedings

The ZA or LDA, as applicable, shall review the materials submitted by the applicant prior to the conference, and at the conference, seek any needed clarification from the applicant regarding the proposed application and identify any concerns, problems, or other factors the applicant should consider regarding the proposed application.

(4) Effect of Conference

The pre-application conference is intended as a means of facilitating the application review process. Discussions held in accordance with this section are not binding on the City. Processing times for review of development applications do not begin until an application is submitted and determined to be complete in accordance with Sec. 17-2.4(d), Determination of Application Completeness.

(c) Application Submission

(1) General

- a. Applications shall be submitted, and may be revised or withdrawn, in accordance with the requirements in this subsection.
- b. All applications except those identified in subsection c below shall be submitted to the Zoning Administrator (abbreviated “ZA” in this Ordinance).
- c. Subdivision and site plan applications shall be submitted to the Land Development Administrator (abbreviated “LDA” in this Ordinance).

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Sec. 17-2.4. Standard Review Procedures

(c) Application Submission

(2) Authority to File Applications**a. General**

Applications submitted under this Ordinance in accordance with this section shall be submitted by the land owner, or any other person or entity having a recognized property interest in the land upon which the development is proposed, or their authorized agent.

b. Applicant Not the Owner

If the applicant is not the owner of the land or if the applicant is a contract purchaser of the land, a letter signed by the owner consenting to the submission of the application shall be submitted with the application.

c. Applicant Not the Sole Owner

If the applicant is not the sole owner of the land, a letter signed by the other owners, or an entity representing the owners, consenting to or joining in the application shall be submitted with the application.

(3) Required Application Contents and Form

The application contents and form shall be in accordance with requirements established by the ZA or LDA, as applicable, in the Procedures Manual.

(4) Fees

Required fees shall be those established for the specific application by the City Council, as contained in the Procedures Manual.

(5) Submission Schedule

The schedule for application submission and review, including time frames for review, shall be established for the specific application type by the ZA or LDA, as applicable, and contained in the Procedures Manual.

(6) Revision of Application

a. An applicant may revise an application after receiving initial staff review comments on the application, or upon requesting and receiving permission from an advisory or decision-making body after that body has reviewed but not yet taken action on the application. Revisions shall be submitted to the ZA or LDA, whichever received the application, and shall be limited to changes that directly respond to specific requests or suggestions made by staff, or the advisory or decision-making body, as long as such requests or suggestions constitute only minor additions, deletions, or corrections and do not include significant substantive changes to the development proposed in the application.

b. Any other revisions to the application may be submitted as a revised application at any time during the review procedure to the ZA or LDA, in accordance with Sec. 17-2.4(c)(1) above. The revised application shall be reviewed as if it were a new application. The revised application submittal

may be subject to additional application fees to defray the additional costs of processing the revised application.

(7) Withdrawal of Application

a. Withdrawal by Applicant

After an application has been accepted as complete for review, the applicant may withdraw the application at any time by submitting a letter of withdrawal to the ZA or LDA, whichever received the application, or by verbally withdrawing the application at a public hearing for which review of the application is scheduled.

b. Withdrawal through Inaction

If an applicant requests or causes continuing postponement of submissions or actions required to complete the application review process, and such postponement causes inaction for six or more months in the review of the application, the application will be considered withdrawn, and the ZA or LDA, whichever received the application, shall notify the applicant in writing.

c. Application Fees not Refunded

Application fees shall not be refunded for withdrawn applications.

(8) Resubmitting Application

a. After Withdrawal of Application

If an application is withdrawn through inaction in accordance with Sec. 17-2.4(c)(7)b above, no application proposing substantially the same development on all or part of the same land shall be accepted by the City within six months after the date of withdrawal. Any such application shall be considered a new application.

b. After Disapproval of Application

- 1.** If a development application requiring a public hearing is disapproved, an application proposing substantially the same development on all or part of the same land shall not be submitted within one year after the date of disapproval unless the decision-making body waives this time limit in accordance with subsection 2 below. Only one request for a waiver of this time limit may be submitted during the one-year period.
- 2.** The owner of land that is the subject of an application that was disapproved, or the owner's authorized agent, may submit a written request for waiver of the time limit established in subsection 1 above, along with a fee to defray the cost of processing the request, to the ZA or LDA, whichever received the application, who shall transmit the request to the decision-making body. The decision-making body may grant a waiver of the time limit only on a finding by at least two-thirds of its membership of one or more of the following:

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Sec. 17-2.4. Standard Review Procedures

(d) Determination of Application Completeness

- (i) There is a substantial change in circumstances relevant to the issues or facts considered during review of the application that might reasonably affect the application of the relevant review standards to the development proposed in the application;
- (ii) New or additional information is available that was not available at the time of review that might reasonably affect the application of the relevant review standards to the development proposed in the application;
- (iii) The new application proposed to be submitted is not substantially the same as the prior application; or
- (iv) The final decision on the application was based on a material mistake of fact.

(9) Simultaneous Processing of Applications

Whenever two or more forms of review and approval are required under this Ordinance, the applications for those development approvals or permits may, at the discretion of the ZA or LDA, as appropriate, be processed simultaneously, so long as all applicable state and local requirements are satisfied. Simultaneous processing of applications may result in additional fees to the applicant.

(10) Examination and Copying of Application/Other Documents

At any time, upon reasonable request and during normal business hours, any person may examine a development application, a finalized staff report, and materials submitted in support of or in opposition to an application at the ZA's or LDA's office, as applicable.

(d) Determination of Application Completeness

Upon receipt of an application, the ZA or LDA, as applicable, shall determine if the application is complete. A complete application is one that:

- a. Contains all content established as required for the particular type of application in accordance with Sec. 17-2.4(c)(3), Required Application Contents and Form.
- b. Is in the form established as required for the particular type of application in accordance with Sec. 17-2.4(c)(3), Required Application Contents and Form.
- c. Includes information in sufficient detail to evaluate the application to determine whether it complies with the appropriate substantive standards of this Ordinance.
- d. Is accompanied by the fee established for the particular type of application in accordance with Sec. 17-2.4(c)(4), Fees.

(2) Application Incomplete

- a. If it is determined the application is incomplete, the ZA or LDA, whichever received the application, shall send notice by mail or electronically to the applicant of the deficiencies within five business days of submittal, and review of the application shall not proceed. The applicant may correct the deficiencies and resubmit the application for completeness determination.

(3) Application Complete

If the application is determined to be complete, it shall be reviewed in accordance with the procedures and standards of this section, this article, and this Ordinance. Any established time frame for review of the application shall start on the date the application is determined to be complete.

(e) Staff Review and Action

(1) Staff Review and Opportunity to Revise Application

- a. If the application is determined to be complete, the ZA or LDA, whichever received the application, shall distribute it to all appropriate City staff and other review agencies for review and comment.
- b. The ZA or LDA, as applicable, shall review the application, relevant support material, and any comments or recommendations from the Site Plan Review Team, if applicable, and any other City staff or review agencies to which the application was referred. If deficiencies in complying with applicable standards of this Ordinance are identified, the ZA or LDA, as applicable, shall notify the applicant of such deficiencies and provide the applicant a reasonable opportunity to discuss the deficiencies and revise the application to address them, in accordance with Sec. 17-2.4(c)(6), Revision of Application.
- c. If the application involves land that is located within 3,000 feet of any federal military installation, or within the 3,000-foot Clear Zone and Accident Potential Zones Numbers I and II as prescribed in 32 C.F.R. Section 256, defining Air Installation Compatible Use Zones of a federal military airfield, the ZA or LDA, whichever received the application, shall, at least 30 days prior to a hearing on the application, request a written recommendation from the commander of the installation in accordance with S.C. Code § 6-29-1630.

(2) Application Subject to Staff Recommendation

a. Staff Report

If an application is subject to recommendation to an advisory or decision-making body by the ZA or LDA in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, the ZA or LDA, as applicable, shall, following completion of staff review, prepare a written staff report that addresses the application's compliance with applicable review

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(f) Scheduling of Public Hearing and Public Notification

standards and that recommends action on the application, including any recommended conditions of approval.

b. Distribution and Availability of Application and Staff Report

After completion of the staff report, the ZA or LDA, as applicable, shall transmit the application and staff report to the appropriate advisory or decision-making body in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. The ZA or LDA, as applicable, shall also provide the applicant a copy of the staff report and make a copy of the staff report available for examination by the public in accordance with Sec. 17-2.4(c)(10), Examination and Copying of Application/Other Documents.

(3) Application Subject to Decision by Zoning Administrator or Land Development Administrator

a. Decision

If an application is subject to staff review and a final decision by the ZA or LDA in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, the ZA or LDA, as applicable, shall, following completion of staff review, either approve the application, approve the application subject to conditions, or disapprove the application. The decision shall be based on the review standards set forth in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for the specific type of application.

b. Conditions of Approval

If permitted for the particular type of application in accordance with Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, approval of an application may be subject to conditions of approval. Any conditions of approval shall be expressly set forth in the approval, shall be limited to conditions deemed necessary to ensure compliance with the requirements and particular standards of this Ordinance, and shall relate in both type and scope to the anticipated impacts of the proposed development.

c. Effect of Approval

The effect of approval of a development application by the ZA or LDA shall be in accordance with Sec. 17-2.4(h)(4), Effect of Approval.

d. Lapse of Approval

Approval of a development application by the ZA or LDA shall expire in accordance with Sec. 17-2.4(h)(5), Lapse of Approval.

(f) Scheduling of Public Hearing and Public Notification

(1) Public Hearing Scheduling

- a.** If an application is subject to a public hearing in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, the ZA or

Article 2: Administration**Sec. 17-2.4. Standard Review Procedures****(f) Scheduling of Public Hearing and Public Notification**

LDA, whichever received the application, shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing or a meeting specially called for that purpose by such body.

- b. The hearing on the application shall be scheduled so there is sufficient time for any required staff report to be prepared and distributed in accordance with Sec. 17-2.4(e)(2)a, Staff Report, and for public notification in accordance with this subsection.

(2) Public Notification

Notification of a public hearing on an application shall be as required by the South Carolina Code and as shown in Table 17-2.4(F) below. Computation of the required time periods shall be according to Sec. 17-9.1(d), Computation of Time.

TABLE 17-2.4(F): SUMMARY OF REQUIRED PUBLIC NOTIFICATION			
APPLICATION TYPE	REQUIRED NOTICE		
	MAILED	PUBLISHED	POSTED
Text Amendment	Mailed at least 30 days before hearing date to entities requesting notification in accordance with subsection f below [1]	Published at least 30 days before hearing date	None
Zoning Map Amendment Planned Development Historic Districts and Landmarks Designation Design Districts Designation	Mailed at least 30 days before hearing date to all owners of land contiguous to the property, to neighborhood associations, and to entities requesting notification in accordance with subsection f below [1]	Published at least 30 days before hearing date	Posted at least 30 days before hearing date
Special Exception Permit Variance – Zoning Variance – Land Development	None	Published at least 15 days before hearing date	Posted at least 15 days before hearing date
Development Agreement [2]	None	Published at least 15 days before hearing date	None
Certificate of Design Approval – Historic Districts and Landmarks (Major) Certificate of Design Approval – Design District (Major)	None	Published at least 15 days before hearing date	Posted at least 15 days before hearing date
Appeal: Certificate of Design Approval – Historic Districts and Landmarks (Minor) Appeal: Certificate of Design Approval – Design District (Minor)	Mailed at least 15 days before hearing date to appellant and to applicant for decision being appealed (if different from appellant)	Published at least 15 days before hearing date	None

Article 2: Administration**Sec. 17-2.4. Standard Review Procedures****(f) Scheduling of Public Hearing and Public Notification****TABLE 17-2.4(F): SUMMARY OF REQUIRED PUBLIC NOTIFICATION**

APPLICATION TYPE	REQUIRED NOTICE		
	MAILED	PUBLISHED	POSTED
Major Subdivision Preliminary Plat	None	None	Posted at least 15 days before hearing date
Appeal – Zoning Appeal – Land Development	Mailed at least 15 days before hearing date to appellant and to applicant for decision being appealed (if different from appellant)	Published at least 15 days before hearing date	None
NOTES: [1] Published and posted notice of a Planning Commission meeting at which a landowner whose land is the subject of a proposed Text Amendment or Zoning Map Amendment will be allowed to present oral or written comments shall be provided at least 15 days prior to the meeting date. [2] In addition to other notice requirements, the day, time, and place for the second public hearing, which shall be conducted by the City Council, shall be announced at the first public hearing, which shall be conducted by the Planning Commission.			

a. Mailed Notice Requirements

1. The ZA or LDA, whichever received the application, shall be responsible for mailing notice in accordance with this subsection. Mailed notice shall be sent via first-class mail, unless otherwise specified in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, to those persons listed as mailed notice recipients in Table 17-2.4(F) above.
2. The applicant shall provide mailing labels and stamps to the ZA or LDA, as applicable, at the time the application is submitted for required mailed notices. Unless evidence to the contrary exists, the names and mailing addresses for land owners required to be mailed notice shall be as shown on the latest published tax map ownership list.

b. Published Notice Requirements

1. The ZA or LDA, whichever received the application, shall prepare, in accordance with subsection d below, any required notice of the public hearing to be published.
2. The ZA or LDA, as applicable, shall publish notice prepared in accordance with subsection 1 above in a newspaper of general circulation in the City.

c. Posted Notice Requirements

1. The ZA or LDA, whichever received the application, shall prepare, in accordance with subsection d below, any required notice of the hearing to be posted.

2. The ZA or LDA, as applicable, shall post notice prepared in accordance with subsection 1 above such that the notice is conspicuously located on or adjacent to the property affected. At least one such notice shall be visible from each public thoroughfare that abuts the property.
3. It shall be a violation of this Ordinance for any person to remove, mar, scratch, obliterate, or in any manner deface, hide from view, or tamper with posted hearing notices.

d. Required Content

1. Published and Posted Notices

All required published and posted notices of a hearing shall, at a minimum:

- (a) Identify the application by name or application number;
- (b) Identify the property affected;
- (c) State the type of application and the nature and scope of the proposed development or action;
- (d) State the date, time, and place of the hearing; and
- (e) State how additional information about the application may be obtained and how and where comments on the application may be submitted before the hearing.

2. Mailed Notices

All required mailed notices of a hearing shall, at a minimum:

- (a) Identify the application by name or application number;
- (b) State the type of application and the nature and scope of the proposed development or action;
- (c) Identify the location of the land subject to the application by street address, legal description, or tax map number, and include a location map;
- (d) State the date, time, and place of the hearing and state that interested persons may appear, speak, and submit evidence or comments at the hearing; and
- (e) State how additional information about the application may be obtained and how and where comments on the application may be submitted before the hearing.

e. Copy of Notice Maintained

1. The ZA shall maintain in the ZA's office a copy of any notification provided by the ZA in accordance with this subsection.
2. The LDA shall maintain in the LDA's office a copy of any notification provided by the LDA in accordance with this subsection.

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Sec. 17-2.4. Standard Review Procedures

(g) Advisory Body Review and Recommendation

f. Registration to Receive Notice by Mail

Any person, neighborhood organization, or other organization in the City may register with the ZA to receive written notice of all applications in accordance with Sec. 17-2.4(f)(2)d.2, Mailed Notices. To be eligible for registration, the applicant shall provide the ZA information in the form required by the ZA to ensure notification can be made to the organization, along with a fee to defray the costs.

(3) Deferral of Public Hearing

An applicant may request that a review body's consideration of an application at a public hearing be deferred at any time prior to the public hearing by submitting a written request for deferral to the ZA or LDA, whichever received the initial application. The ZA or LDA, as applicable, may grant such a request for good cause. If a deferral is granted, the date of the public hearing at which the application will be heard shall be set at the time the deferral is granted.

(g) Advisory Body Review and Recommendation

If an application is subject to a recommendation by an advisory body (either the Planning Commission or the Design Development Review Commission, in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities) the advisory body shall review and act on the application in accordance with the requirements in this subsection.

(1) General

The advisory body shall hold any required public hearing on the application in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. At the hearing, the advisory body shall consider the application, relevant support materials, the staff report, and any public comments and then recommend one of the decisions authorized for the particular type of application, based on the decision standards applicable for the application type, as set forth in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards.

(2) Statement of Basis for Recommended Decision

The advisory body's recommendation shall state the basis or rationale for the recommended decision.

(3) Timing

The advisory body shall take action within any time period specified in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for the type of application.

(4) Conditions of Approval

If permitted for the particular type of application in accordance with Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for the particular type of application, the advisory body may recommend conditions of

approval. Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(h) Decision-Making Body Hearing, Review, and Decision

If an application is subject a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the Design Development Review Board in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, such decision-making body shall review and make a final decision on the application in accordance with the requirements in this subsection.

(1) General

The decision-making body shall hold any required public hearing on the application in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. At the hearing, the decision-making body shall consider the application, relevant support materials, staff report, any advisory body recommendations, and any public comments. It shall then make one of the decisions authorized for the particular type of application, based on the review standards applicable to the application type, as set forth in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards.

a. Statement of Basis

The decision-making body shall clearly state the basis or rationale for the decision.

b. Timing

The decision-making body shall take action as promptly as reasonably possible in consideration of the interests of the applicant, affected parties, and citizens of the City.

(2) Remand

Before making its decision, the decision-making body may remand the application to the advisory body or to the ZA or LDA, as applicable, for further consideration of any issue.

(3) Conditions of Approval

If permitted for the particular type of application in accordance with Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, approval of an application may be with conditions. Conditions of approval must relate in both type and extent to the anticipated impacts of the proposed development.

(4) Effect of Approval

Approval of a development application in accordance with this Ordinance authorizes only the particular use, plan, or other specific activity approved, and not any other development requiring separate application and approval. In the event that one development approval or permit is a prerequisite to another development approval or permit (e.g., variance approval prior to a site plan

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(i) Notification to Applicant of Decision

approval), development may not take place until all required approvals or permits are obtained. Approval of one development application does not necessarily guarantee approval of any subsequent development application.

(5) Lapse of Approval

- a. Development approvals and permits shall expire as provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, for each type of development approval or permit. If no expiration period is provided for the specific type of development approval or permit, and if no expiration period is imposed as part of the approval by the decision-making body or person, the development approval or permit shall expire if a Zoning Permit authorizing the approved development is not obtained within two years.
- b. Subsection a above shall not apply where a vested right has been established in accordance with Sec. 17-1.9, Vested Rights.
- c. A change in ownership of the land that is the subject of a development approval or permit shall not affect the established expiration time period for the development approval or permit.

(i) Notification to Applicant of Decision

Within a reasonable period of time after a final decision on a development application, the ZA or LDA, whichever received the application, shall notify the applicant of the decision in writing in accordance with the requirements of State law and shall make a copy of the decision available to the public at either the ZA's office or LDA's office, as applicable, during normal business hours.

(j) Appeal

- (1) An appeal from a final decision by the City Council, the Planning Commission, the Board of Zoning Appeals, the Board of Zoning Appeals – Form-based Codes, or the Design Development Review Board shall be to a court of competent jurisdiction in accordance with requirements of State law.
- (2) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, an appeal from an order, requirement, decision, or determination made by the ZA in the review of a development application or the enforcement of this Ordinance shall be in accordance with Sec. 17-2.5(u), Appeal – Zoning.
- (3) Unless otherwise provided in Sec. 17-2.5, Application-Specific Review Procedures and Decision Standards, any appeal from an order, requirement, decision, or determination made by the LDA in the review of a development application shall be in accordance with Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

Sec. 17-2.5 Application-Specific Review Procedures and Decision Standards

(a) General

This section establishes, for each type of development application reviewed under this Ordinance, the specific review procedure and decision standards that apply, in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities. The following subsections identify, for each type of development application, the purpose of the subsection and/or type of development approval or permit; in what situations application approval is necessary; the standard procedures in Sec. 17-2.4, Standard Review Procedures, that are required and any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application. For applications for which a Pre-Application Conference may be especially beneficial, it is identified in this section as optional; however, if it is not indicated as required, a Pre-Application Conference is optional for any development application, as is an Appeal from a decision.

(b) Text Amendment

(1) Purpose

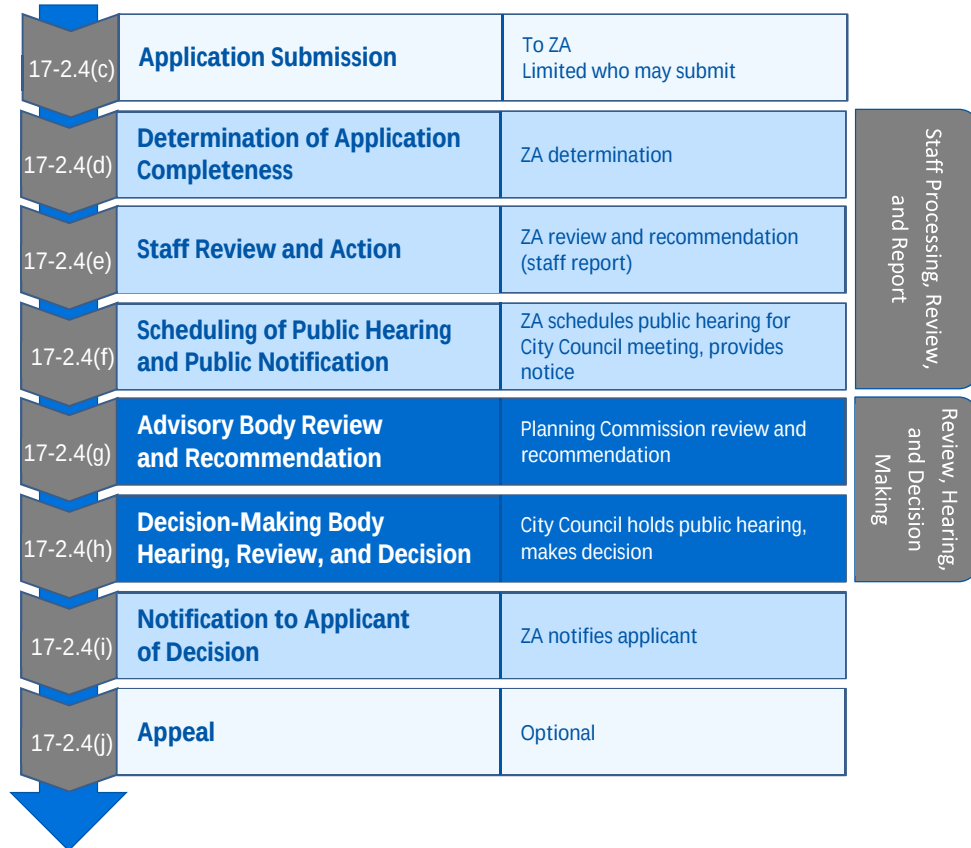
The purpose of this subsection is to provide a uniform mechanism for amending the text of this Ordinance.

(2) Applicability

The text of this Ordinance may be amended by the City Council only in accordance with the rules and procedures in this subsection.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(b) Text Amendment****(3) Text Amendment Procedure**

Figure 17-2.5(b) identifies the standard review procedures that apply to applications to amend the text of this Ordinance. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(b): Summary of Text Amendment Procedure**a. Application Submission**

Required (see Sec. 17-2.4(c), Application Submission).

1. An application for an amendment to the text of this Ordinance may be submitted only by:
 - (i) A member of the City Council;
 - (ii) The City Manager;
 - (iii) The Director of Planning and Development Services;
 - (iv) The ZA; or
 - (v) The ZA in accordance with a motion adopted by the City Council or the Planning Commission.
2. Withdrawal of a text amendment application by the applicant prior to the public hearing or final action by the City Council shall be

considered a termination of the application. Resubmission shall be processed as a new application with prescribed fees.

b. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

c. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

d. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

e. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

1. Within 90 days from the date that any proposed text amendment is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report to the City Council within 90 days of the case being referred to the Commission, it shall be deemed that the Commission recommends approval of the proposed text amendment, and the City Council may proceed to act on the amendment.

2. The Planning Commission's recommendation shall address:

- (i)** Whether the application meets the Text Amendment Decision Standards in Sec. 17-2.5(b)(4) below;
- (ii)** The need and justification for the change; and
- (iii)** The relationship of the proposed amendment to the purposes of the general planning program, with appropriate consideration as to whether the proposed change will further the purposes of this Ordinance and the Comprehensive Plan.

f. Decision-making Body Hearing, Review, and Decision

Required (Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The City Council shall review and make a decision on the application in accordance with Sec. 17-2.5(b)(4), Text Amendment Decision Standards. The decision shall be one of the following:

- (i)** Adopt by ordinance the text amendment as proposed;
- (ii)** Adopt by ordinance a revised text amendment, only if the revisions are first submitted to the Planning Commission for review and recommendation in accordance with State law; or
- (iii)** Deny the proposed text amendment.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(c) Zoning Map Amendment**

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Text Amendment Decision Standards

The advisability of amending the text of this Ordinance is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove the proposed text amendment, the City Council may consider many factors, including but not limited to whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals and policies of the Comprehensive Plan and other applicable plans and planning documents adopted by the City;
2. Is required by changed conditions;
3. Addresses a demonstrated community need;
4. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the City;
5. Is consistent with other related State and local laws and regulations;
6. Would result in a logical and orderly development pattern; and
7. Would avoid creating significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

(c) Zoning Map Amendment**(1) Purpose**

The purpose of this subsection is to provide a uniform mechanism for reviewing and making a decision on applications to amend the Official Zoning Map.

(2) Applicability

The Official Zoning Map may be amended by the City Council in accordance with the procedures and standards in this subsection, except that this subsection does not apply to any amendment to the Official Zoning Map that establishes or changes the boundaries of a Planned Development district (see Sec. 17-2.5(d), Planned Development).

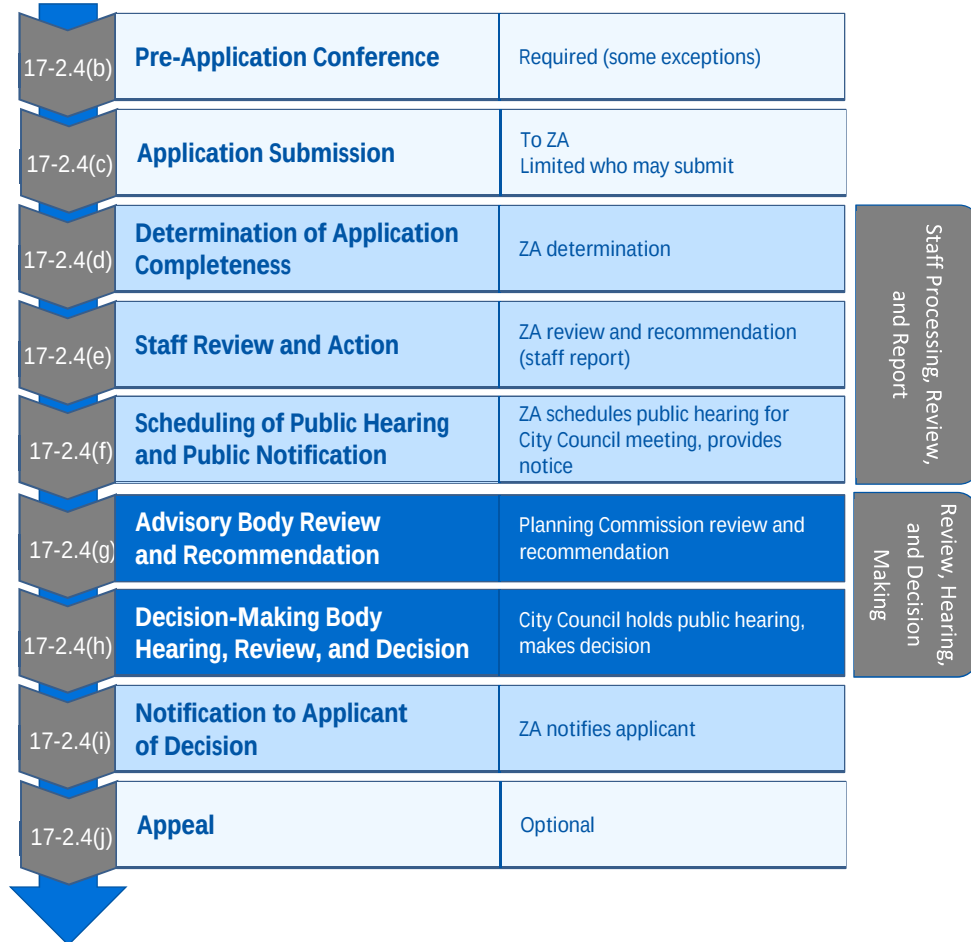
(3) Zoning Map Amendment Procedure

Figure 17-2.5(c) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications to amend the Official

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 (c) Zoning Map Amendment

Zoning Map. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(c): Summary of Zoning Map Amendment Procedure



a. Pre-Application Conference

Required (see Sec. 17-2.4(b), Pre-Application Conference), except that a pre-application conference is not required for an application filed by a member of the City Council, the City Manager, the Director of Planning and Development Services, or the ZA.

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

1. An application may be submitted only by:

- (i)** A member of the City Council;
- (ii)** The City Manager;
- (iii)** The Director of Planning and Development Services;
- (iv)** The ZA;

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- (v) The ZA in accordance with a motion adopted by the City Council or the Planning Commission; or
- (vi) The owner of the property that is the subject of the application or an authorized agent of the owner.

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

1. Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the proposed amendment without further awaiting the recommendations of the Planning Commission.
2. The Planning Commission's recommendation shall address:
 - (i) Whether the application complies with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards;
 - (ii) The need and justification for the change;
 - (iii) The effect of the change, if any, on the property and on surrounding neighborhoods; and
 - (iv) The relationship of the proposed zoning map amendment to the purposes of the general planning program, with appropriate consideration as to whether the proposed change will further the purposes of this Ordinance and the Comprehensive Plan.
3. If the proposed zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-35(h), Certificate of Design Approval – Design Districts, apply, the Design Development Review Commission shall, prior to the Planning Commission's review of the proposed amendment, if practicable, review the application and prepare a report that includes:
 - (i) A recommendation for the design district boundary location; and

- (ii) A recommendation for general standards for urban design control and other regulatory standards for the design district consistent with the purposes of this Ordinance.
- 4. If the proposed zoning map amendment involves the establishment or a change in the boundaries of the Historic Preservation Overlay district, the Design Development Review Commission shall, prior to the Planning Commission's review of the proposed amendment, if practicable, review the application and prepare a report that includes:
 - (i) A recommendation for the location of the overlay district boundary; and
 - (ii) A recommendation for general standards for urban design, historic preservation control, and other regulatory standards, consistent with the general purpose of the Historic Preservation Overlay and the differences in significance and purpose between landmarks, landmark districts, architectural conservation districts, historic commercial districts, and protection areas, as set forth in Sec. 17-3.7(j), OV-HP: Historic Preservation Overlay District.
- g. Decision-making Body Hearing, Review, and Decision**
 Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).
 - 1. The City Council shall review and make a decision on the application in accordance with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards, within 180 days after the public hearing on the application. If no action is taken by the City Council within 180 days after the public hearing, the proposed amendment shall be considered disapproved. The City Council's decision shall be one of the following:
 - (i) Adopt by ordinance the proposed zoning map amendment;
 - (ii) Adopt by ordinance a revised zoning map amendment, only if the revisions are first submitted to the Planning Commission for review and recommendation in accordance with State law; or
 - (iii) Deny the proposed zoning map amendment.
 - 2. If the City Council's adoption of the zoning map amendment involves the establishment or a change in the boundaries of a design district in which the standards and procedures in Sec. 17-2.5(h), Certificate of Design Approval – Design Districts, apply, or the establishment or a change in the boundaries of the Historic Preservation Overlay district, any corresponding establishment or amendment of the standards and design guidelines for the district that are recommended by the DDRC shall be adopted by the City Council by ordinance, concurrently with the zoning map amendment, as an amendment to the text of this ordinance. Such amendment to the text of this Ordinance shall incorporate the standards and design guidelines in whole or by

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(c) Zoning Map Amendment

reference and may include other provisions determined by the City Council to be appropriate.

h. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

i. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

j. Designation on Official Zoning Map

If a zoning map amendment is adopted by the City Council, the ZA shall place the amendment on the Official Zoning Map within a reasonable period of time after its adoption.

(4) Zoning Map Amendment Decision Standards

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove a proposed zoning map amendment, the City Council may consider many factors, including but not limited to whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals and policies of the Comprehensive Plan and other applicable plans and planning documents adopted by the City;
2. Would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity;
3. Is appropriate for the land;
4. Addresses a demonstrated community need;
5. Is consistent with the overall zoning program as expressed in future plans for the City;
6. Would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts;
7. Would allow the subject property to be put to a reasonably viable economic use;
8. Would result in development that can be served by available, adequate, and suitable public facilities (e.g., streets, potable water, sewerage, stormwater management);
9. Would avoid creating significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
10. Is appropriate due to any changed or changing conditions in the affected area.

(d) Planned Development**(1) Purpose**

Planned developments (PDs) are developments having a mix of uses that are planned and developed under unified control and in accordance with more flexible standards and procedures in order to achieve innovative site design, improved appearance, greater compatibility of uses, increased preservation of natural and scenic features, improved service by community facilities, better functioning of vehicular access and circulation, and otherwise higher-quality development than could be achieved through base zoning district regulations. The purpose of this subsection is to provide a uniform mechanism for amending the Official Zoning Map to establish any of the planned development zoning districts established by this Ordinance.

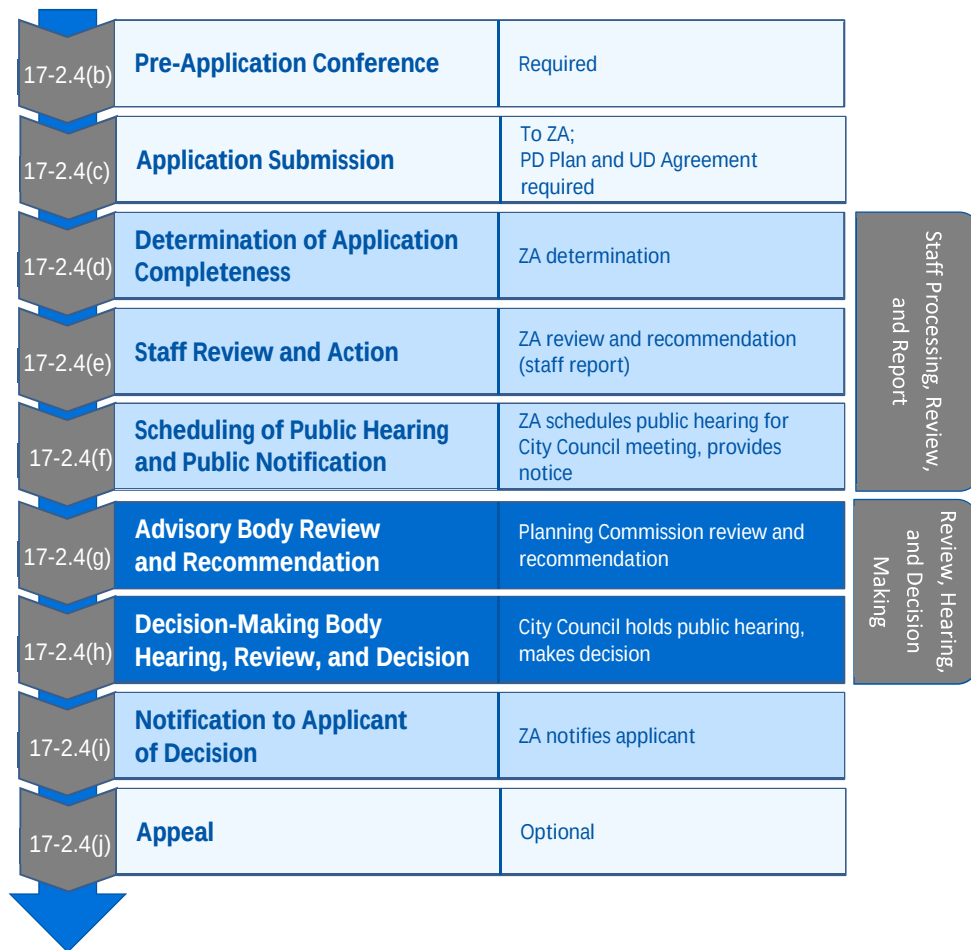
(2) Applicability

The procedures and standards in this subsection apply to the review of applications to amend the Official Zoning Map to establish a planned development (PD) zoning district (see Sec. 17-3.6, Planned Development Districts). A PD district is established by an amendment to the Official Zoning Map to a PD zoning district that is defined by a PD Plan and a PD Agreement. Once the PD is approved, the applicant must receive approval of a site plan (see Sec. 17-2.5(i), Site Plan) or subdivision (see Sec. 17-2.5(j), Subdivision), prior to development to ensure substantial compliance with the approved PD Plan and PD Agreement.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(d) Planned Development****(3) Planned Development Procedure**

Figure 17-2.5(d) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for Planned Development. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(d): Summary of Planned Development Zoning Procedure

**a. Pre-Application Conference**

Required (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission). A proposed PD Plan and a proposed PD Agreement addressing all requirements and standards set forth in Sec. 17-3.6, Planned Development Districts, shall be submitted as a part of the required application materials.

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

1. Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the application without further awaiting the recommendation of the Planning Commission.
2. The Planning Commission's recommendation shall address:
 - (i) Whether the application complies with Sec. 17-2.5(d)(4), Planned Development (PD) Decision Standards;
 - (ii) The need and justification for the PD zoning;
 - (iii) The effect of the PD zoning, if any, on the property and on surrounding neighborhoods; and
 - (iv) The relationship of the proposed PD zoning to the purposes of the general planning program, with appropriate consideration as to whether the proposed PD zoning will further the purposes of this Ordinance and the Comprehensive Plan.

g. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. The City Council shall review and make a decision on the application in accordance with Sec. 17-2.5(d)(4), Planned Development (PD) Decision Standards, within 180 days after the public hearing on the application. If no action is taken by the City Council within 180 days after the public hearing, the proposed amendment shall be considered denied. The City Council's decision shall be one of the following:
 - (i) Adopt by ordinance the PD, including the PD Plan and PD Agreement;
 - (ii) Adopt by ordinance a revised PD, including the PD Plan and PD Agreement, only if the revisions are first submitted to the Planning Commission for review and recommendation in accordance with State law; or
 - (iii) Deny the PD.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(d) Planned Development**

2. The approved PD Plan and PD Agreement shall be the zoning text for the PD zoning district, and any subsequent development approval or permit shall comply with the approved PD Plan and PD Agreement, except that minor deviations shall be allowed in accordance with subsection m below.

h. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

i. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

j. Designation on Official Zoning Map

If a PD zoning district is adopted by the City Council, the ZA shall place the amendment on the Official Zoning Map within a reasonable period of time after its adoption. Designation of a PD zoning district on the Official Zoning Map shall note the ordinance approving the PD zoning district classification, the PD Plan, and the PD Agreement.

k. Completion of Necessary Agreements and Recordation

The applicant shall complete the following steps prior to the submission of any subsequent development application having as its subject any land in the PD zoning district:

- (i) File with the City Clerk and record with the Register of Deeds (ROD), the following:
 - (a) Copies of the PD Plan and PD Agreement; and.
 - (b) Any deed restrictions or other restrictive covenants required by the City Council in its approval of the PD zoning district, to include any completed agreements with the City that are necessary for the City to become a party to the deed restrictions or other restrictive covenants.

l. Amendment of PD Zoning District

A PD zoning district shall be amended, extended, or modified only in accordance with the procedures and standards for its original approval.

m. Minor Deviations

Subsequent applications for development approvals and permits within a PD zoning district that include minor deviations from the approved PD Plan or PD Agreement may be reviewed and decided upon, without the need to amend the PD zoning district, if the LDA or ZA, whichever receives the application, determines that such deviations consist of only the following:

- (a) Changes that result in a decrease in the density or intensity of development approved for a specific parcel;

- (b) An increase in residential density for any specific parcel of ten percent or less, if the total allowed density with the PD zoning district does not increase;
- (c) A change in a land use designation from multifamily to single-family or a change from any use to open space/passive recreation;
- (d) A modification of design of facilities for amenities such as parks, gardens or open spaces; or
- (e) A deviation specifically listed in the approved PD Agreement as a minor deviation not materially affecting the PD zoning district's basic concept or the designated general use of parcels of land within the district.

(4) Planned Development (PD) Decision Standards

The advisability of adopting a PD zoning district is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove a PD zoning district, the City Council may consider many factors, including those listed in Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards. The City Council shall not adopt a proposed PD zoning district unless it finds that the district complies with the standards for the proposed type of PD district in Sec. 17-3.6, Planned Development Districts, and the purposes of zoning ordinances as set forth in State law.

(e) Special Exception Permit

(1) Purpose

A use designated as a special exception in a particular zoning district is a use that may be appropriate in the district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings. The purpose of this section is to establish a uniform mechanism to review special exceptions to ensure they are appropriate for the location and zoning district where they are proposed.

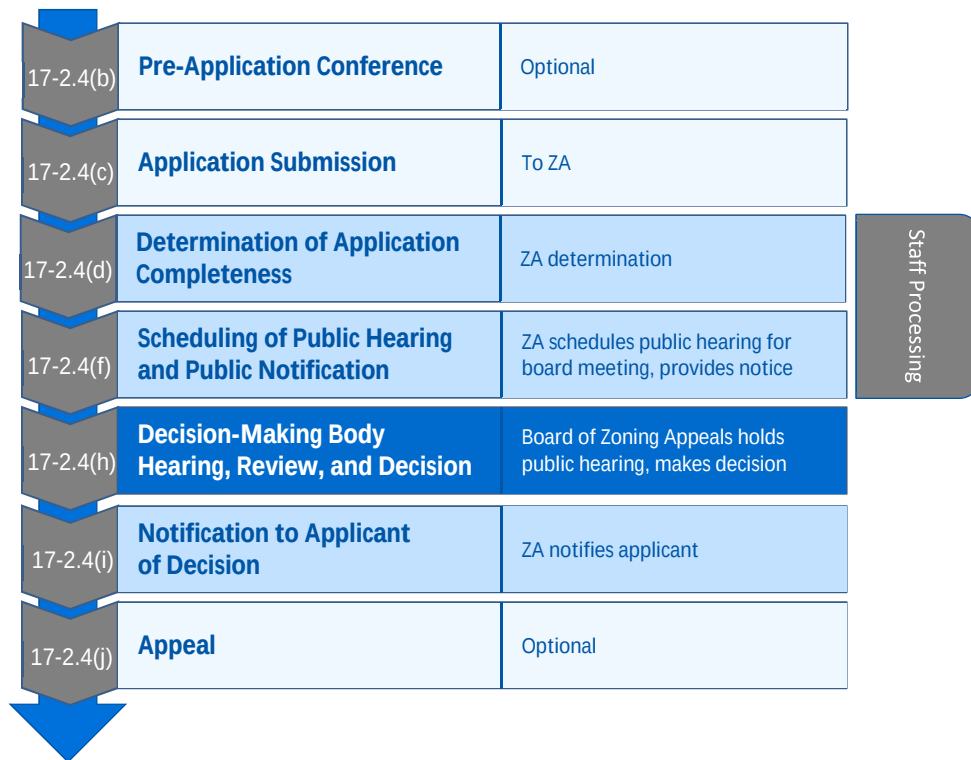
(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Special Exception Permits.
- b. A Special Exception Permit is required prior to the issuance of a Zoning Permit for any land use identified as requiring a Special Exception Permit in Sec. 17-4.2, Principal Uses, or for any development identified in this Ordinance as requiring approval of a Special Exception Permit.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(e) Special Exception Permit****(3) Special Exception Permit Procedure**

Figure 17-2.5(e) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Special Exception Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(e): Summary of Special Exception Permit Procedure



- a. Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- e. Decision-making Body Hearing, Review, and Decision**
Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
2. The Board's decision shall be in writing and shall include findings of fact and conclusions of law.
3. Subject to Sec. 17-1.9, Vested Rights, The Board may include as a condition of approval a time limit within which the action for which the Special Exception Permit is required shall be begun or completed, or both. Failure to begin or complete, or begin and complete, such an action within the time limit shall void the Special Exception Permit.
4. Any violation of a condition of approval of a Special Exception Permit shall be deemed a violation of this Ordinance and shall void the Special Exception Permit.

f. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

g. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Appeals from a final decision of the Board of Zoning Appeals on an application for a Special Exception Permit are governed by S.C. Code § 6-29-820 through S.C. Code § 6-29-850.

(4) Special Exception Permit Decision Standards

The Board of Zoning Appeals shall approve an application for a Special Exception Permit only upon a finding that the following standards are met:

1. The proposed special exception complies with all applicable zoning district-specific standards in Article 3: Zoning Districts;
2. The proposed special exception complies with all applicable use-specific standard in Article 4: Use Regulations;
3. The proposed special exception complies with all applicable development and design standards in Article 5: Development Standards;
4. The proposed special exception complies with all relevant standards in Article 6: Land Development (Subdivision) Standards;
5. The proposed special exception will not have a substantial adverse impact on vehicular traffic or vehicular and pedestrian safety;
6. Adequate provisions are made for parking and for loading and unloading;

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7. The proposed special exception will not have a substantial adverse impact on adjoining properties in terms of environmental factors such as noise, lights, glare, vibration, fumes, odors, obstruction of air or light, and litter;
8. The proposed special exception will not have a substantial adverse impact on the aesthetic character of the area, to include a review of the orientation and spacing of buildings;
9. The proposed special exception will not have a substantial adverse impact on public safety or create nuisance conditions detrimental to the public interest or conditions likely to result in increased law enforcement response;
10. The establishment of the proposed special exception does not create a concentration or proliferation of the same or similar types of special exception use, which concentration may be detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed;
11. The proposed special exception is consistent with the character and intent of the underlying zoning district as indicated in the zoning district purpose statement, and with any applicable overlay zoning district or adopted plan goals and requirements;
12. The proposed special exception is appropriate for its location and compatible with the permitted uses adjacent to and in the vicinity of the property;
13. The proposed special exception is compatible with the general character of the district in which it is proposed;
14. The proposed special exception will not have an adverse impact on the land values of surrounding properties; and
15. The proposed special exception will not adversely affect the public interest.

(f) Development Agreement**(1) Purpose**

Development Agreements are a mechanism for providing regulatory certainty, establishing a schedule for development, and assisting both developers and the City coordinate the provision of adequate public facilities to serve development, coordinate the phasing of development, and administer and manage efforts to maintain open space and environmentally sensitive lands. The purpose of this subsection is to establish a uniform procedure and standards for the City to enter into Development Agreements with developers.

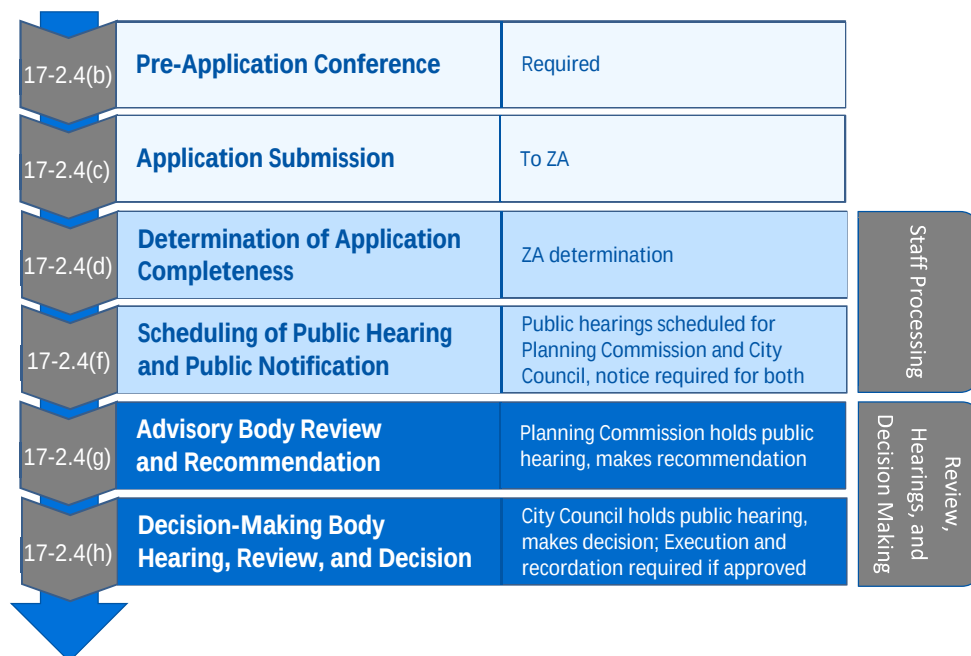
(2) Applicability

- a. The procedures and standards in this subsection apply to the establishment of a Development Agreement between a developer and the City in accordance with S.C. Code § 6-31-10 et seq.
- b. In order for a Development Agreement to be established in accordance with this subsection, the land that is the subject of the proposed Development Agreement must have a contiguous area of at least 25 acres not including any special flood hazard areas.

(3) Development Agreement Procedure

Figure 17-2.5(f) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Development Agreements. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(f): Summary of Development Agreement Procedure



- a. **Pre-Application Conference**
Required (see Sec. 17-2.4(b), Pre-Application Conference).
- b. **Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. **Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).

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d. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification). In addition to other notice requirements, the day, time, and place at which the second public hearing, which shall be conducted by the City Council, will be held must be announced at the first public hearing, which is conducted by the Planning Commission.

e. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

1. The Planning Commission's recommendation to the City Council shall address whether the proposed Development Agreement complies with the standards in Sec. 17-2.5(f)(4), Development Agreement Standards, and whether it is in the best interests to the City to enter into the Development Agreement based on the goals of the City as identified in this subsection, elsewhere in this Ordinance, the Comprehensive Plan, and any other relevant City plans and policies.
2. At its discretion, the Planning Commission may defer action on its recommendation on a proposed Development Agreement for the purpose of clarifying issues and information related to the proposal.

f. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). After the close of the required public hearing, the City Council, in its sole discretion, shall determine whether or not to enter into the Development Agreement, based on such factors as whether the goals of the City, as identified in this subsection, elsewhere in this Ordinance, the Comprehensive Plan, and any other relevant City plans and policies, is best achieved by the City entering into the Development Agreement. Any Development Agreement entered into by the City Council shall comply with Sec. 17-2.5(f)(4), Development Agreement Standards. The effect of a Development Agreement shall be as set forth in subsection k below.

g. Execution of Development Agreement

A Development Agreement shall be executed by all persons having legal or equitable title in the land subject to the Development Agreement, including the fee simple owner and any mortgagees, and the Mayor, on behalf of the City.

h. Recordation

It shall be the responsibility of the developer, within 14 days after the Development Agreement has been executed, to record the Agreement with the Register of Deeds (ROD). If the Development Agreement is amended, cancelled, modified, extended, or revoked, the developer shall be responsible for ensuring the amended Development Agreement is recorded with the Register of Deeds (ROD) within 14 days of its execution.

i. Periodic Review

1. General

The ZA shall undertake a periodic review of the development subject to the Development Agreement every 12 months, commencing one year after the effective date of the Development Agreement. The developer subject to the Development Agreement must demonstrate good faith compliance with the terms and conditions of the agreement, and must provide such information as the ZA requests.

2. Zoning Administrator Report of Material Breach

If, as a result of any annual review, the ZA determines the developer has committed a material breach of the terms and conditions of the Development Agreement, the ZA shall report such circumstances to the City Council

3. City Council Notifies Developer of Material Breach

If the City Council concurs with the findings of the ZA's report, the Council shall serve written notice to the developer, within a reasonable time after the periodic review, setting forth with reasonable particularity the nature of the breach and the evidence supporting the findings and determination, and providing the developer a reasonable period of time to correct the breach.

4. Remedies and Corrections

If the developer fails to cure the material breach within the time provided for correction by the City Council, the City Council may unilaterally terminate or modify the Development Agreement, if it provides the developer an opportunity to either rebut the findings of material breach, or consent to amend the Development Agreement to address the material breach, as long as the City Council has otherwise complied with the provisions of the Development Agreement pertaining to a material breach.

j. Amendment or Cancellation of Development Agreement by Mutual Consent

A Development Agreement may be amended or cancelled by mutual consent of the parties to the Development Agreement, or by their successors in interest. A Development Agreement may be amended, extended, or modified only in accordance with the procedures established for its original approval.

k. Effect of Development Agreement

1. Local Laws and Policies Governing a Development Agreement

Unless otherwise provided for by the Development Agreement, the laws and policies in force at the time of the execution of the Development Agreement govern the development of the land subject to the agreement, except that the City may apply subsequently

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adopted laws and policies if the City Council holds a public hearing and determines:

- (a) The laws are not in conflict with the laws governing the Development Agreement and do not prevent the development set forth in the Development Agreement;
- (b) The laws are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a Development Agreement;
- (c) The laws are specifically anticipated and provided for in the Development Agreement;
- (d) It is demonstrated that substantial changes have occurred in pertinent conditions existing at the time of approval of the Development Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or
- (e) It is demonstrated that the Development Agreement is based on substantially and materially inaccurate information supplied by the developer.

2. Compliance with Technical Codes Required

Development subject to a Development Agreement shall comply with the requirements of all building, housing, electrical, plumbing, and gas codes, in affect or hereafter adopted by the City.

3. Superior to Other Legal or Equitable Interest

A Development Agreement is determined to be a legislative act of the City in the furtherance of its powers to plan and regulate development, and as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the land subject to the Development Agreement, and the obligations and responsibilities arising thereunder on the landowner shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of the Development Agreement.

4. Successors in Interest

All burdens of a Development Agreement are binding upon, and the benefits of the Development Agreement shall inure to, all successors in interest to the parties to the Development Agreement.

5. Effect of Contrary State or Federal Laws Enacted Subsequently

In the event that state and federal laws are enacted after the execution of a Development Agreement that are applicable to and preclude the parties' compliance with the terms of the Development Agreement, such Development Agreement shall be modified or

revoked as is necessary to comply with the relevant state or federal laws. Such modification or revocation shall occur only in accordance with the procedures established for the Development Agreement's original approval.

6. Effect of Change in Enabling Legislation

In the event a court of competent jurisdiction determines S.C. Code of Laws § 6-31-10 et seq., or any part thereof, to be invalid or unenforceable, or in the event that the South Carolina General Assembly amends or repeals S.C. Code of Laws § 6-31-10 et seq., in whole or in part, all Development Agreements adopted in accordance with this subsection shall be reviewed to determine if such change in the State law results in a substantial impairment of the City's rights or obligations in relation to each Development Agreement. The City shall have the right to immediately terminate any Development Agreement as to all parties thereto by written notice to the parties to the Agreement in the event a change in the state law results in a substantial impairment to the City's rights in relation to such Development Agreement.

(4) Development Agreement Standards

An ordinance to enter into a Development Agreement between the City and a developer, and the Development Agreement, shall include the following:

1. Development on at least 25 contiguous acres of land not including any special flood hazard areas.
2. A legal description of the land subject to the Development Agreement and the names of the legal and equitable owners.
3. The duration of the Development Agreement, which shall not exceed what is allowed by State law.
4. The plan for the development of the land, including proposed uses; the types of residential dwelling units; the nonresidential development proposed; the general location of development; the densities/intensities, lot area, building height, and other dimensional standards that will be applied to the development; the internal traffic circulation system; how the development will connect to external streets; greenways, trails, open space areas, and recreational facilities, as appropriate; a development schedule including commencement dates and interim completion dates of no greater than five year intervals; and any other matter determined appropriate for the plan for development of the land.
5. The current zoning district classification of the land subject to the Development Agreement, and the future zoning district classification, if it is proposed to be different.

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6. A description of public facilities that will service the development, including who shall provide such public facilities, the date any new public facilities, if needed, will be constructed, and a schedule to verify that public facilities will be available concurrent with the impacts of the development on the public facilities. Any public facilities to be designed or constructed by the developer shall be in compliance with all applicable federal, State, and City standards to ensure the quality of the public facilities. The standards shall include, but not be limited to, guarantees of performance and quality, and project controls (including scheduling, quality controls, and quality assurances). If the City is to provide any public facilities to the development, they shall be tied to defined completion percentages or other defined performance standards that must be met by the developer.
7. If determined appropriate by the City, an evaluation of the traffic impact of the development proposed in the Development Agreement, and assurance that the impact will be mitigated.
8. Where appropriate, a description of any reservations or dedications of land for public purposes.
9. Where appropriate, a description of any provisions to protect environmentally sensitive lands as may be required or permitted in accordance with laws in effect at the time the Development Agreement is entered into between the City and the developer.
10. Where appropriate, a description of any provisions to protect and preserve historic structures.
11. A description of all local development permits approved or needed to be approved for development of the land, specifically, to include at least the following:
 - (i) Any required amendments to this Ordinance, including the Official Zoning Map;
 - (ii) Any other required development approvals or permits under this Ordinance; and
 - (iii) Any other required permissions from regional, State, or federal governments.
12. A statement and agreement by the developer that all local development approvals and permits identified shall be obtained at the sole cost of the developer, and that in the event that any such local development permits are not received, no further development of the land subject to the Development Agreement shall be allowed until such time as the City Council has reviewed the matter and determined whether or not to terminate the Development Agreement, or to modify it in a manner consistent with the public interest and the Comprehensive Plan.

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards
 (g) Certificate of Design Approval – Historic Districts and Landmarks

13. A finding that the development permitted or proposed in the Development Agreement is consistent with the Comprehensive Plan and this Ordinance.
14. A statement indicating that failure of the Development Agreement to address a particular development approval, permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions, and that any matter or thing required to be done under existing ordinances of the City shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the ordinance provisions so waived, modified, or amended.
15. Such conditions, terms, restrictions, or other requirements determined to be necessary by the City Council to ensure compliance with this Ordinance and the Comprehensive Plan, and to ensure the public health, safety, and welfare of the citizens of the City.
16. A statement identifying which laws in force at the time of the execution of the Development Agreement apply; identification of any subsequently adopted laws which will apply; and recognition that other subsequently adopted laws may be applied by the City in accordance with Sec. 17-35(h)(2)(l)(1), Local Laws and Policies Governing a Development Agreement, and state law.
17. If one or more other local governments are made party to the agreement in addition to the City, a statement specifying which local government is responsible for the overall administration of the Development Agreement.

(g) Certificate of Design Approval – Historic Districts and Landmarks

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for ensuring that proposed development within the Historic Preservation Overlay district or on the site of a designated Landmark is consistent with the standards that are specific to the district or site.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Certificates of Design Approval – Historic Districts and Landmarks.
- b. Unless exempted in accordance with subsection c below, a Certificate of Design Approval – Historic Districts and Landmarks is required prior to any development within the Historic Preservation Overlay district or on the site of a designated Landmark, regardless of whether a building permit is required.

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- c. Interior alterations which require zoning and building permits do not require a Certificate of Design Approval – Historic Districts and Landmarks.

(3) Minor and Major Certificates Distinguished**a. Minor Certificate**

An application for a Minor Certificate of Design Approval – Historic Districts and Landmarks, shall be reviewed and decided in accordance with Sec. 17-35(i)(4) , Procedure for Minor Certificate of Design Approval – Historic Districts and Landmarks, for any of the following activities:

- (i) Repairs which require a building permit but do not alter the exterior appearance or materials of a building;
- (ii) Repairs to buildings in all historic districts using like materials;
- (iii) Major repairs to individually designated landmarks using like materials at the option of staff and as set forth in this section;
- (iv) Additions or enclosures to buildings and new structures in rear areas of property that are minimally visible from the street;
- (v) Alterations of exterior appearance or materials to noncontributing or non-historic buildings in historic districts;
- (vi) Signage for buildings in all historic districts except those that are individually designated as landmarks;
- (vii) Demolition or relocation of noncontributing buildings in historic districts;
- (viii) Fences and walls in Protection Areas, Architectural Conservation Districts, Landmark Districts, and Historic Commercial Districts;
- (ix) Site improvements, driveways, and parking areas for contributing buildings in historic districts;
- (x) The removal, replacement, or alteration of a non-original feature with a feature consistent with the standards and guidelines for the district and appropriate to the building's period or style of construction;
- (xi) New construction of a shed or outbuilding that is less than 240 square feet;
- (xii) Demolition of a contributing building that has been catastrophically damaged by a fire or other disastrous event;
- (xiii) Alterations or new construction to meet ADA or accessibility requirements;
- (xiv) Reconstruction of any exterior architectural feature that is missing or damaged and can be verified as original or as having reached architectural significance as verified by documentary evidence; and

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- (xv) Minor alterations to an individual landmark or a contributing building in a historic district that comply with the guidelines or standards for that building or site.

b. Major Certificate

An application for a Major Certificate of Design Approval – Historic Districts and Landmarks shall be reviewed and decided in accordance with Sec. 17-2.5(g)(5), Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks, for any development not listed in subsection a above or exempted in accordance with Sec. 17-2.5(g)(2)c above, including, but not limited to, the following activities:

- (i) Repairs to individually designated landmarks which utilize large quantities of replacement material;
- (ii) Major alterations which alter the exterior appearance or materials of individually designated landmarks and contributing historic buildings in landmark districts, architectural conservation districts, historic commercial districts, and protection areas;
- (iii) New construction in the Historic Preservation Overlay district which is visible from the street;
- (iv) Signage for all individually designated landmarks;
- (v) Demolition of all contributing historic buildings and all individually designated landmarks, except that listed in subsection a above;
- (vi) Site improvements for individually designated landmarks;
- (vii) Relocation of contributing buildings and landmarks; and
- (viii) Development identified as requiring review by the DDRC in the applicable adopted standards and guidelines.

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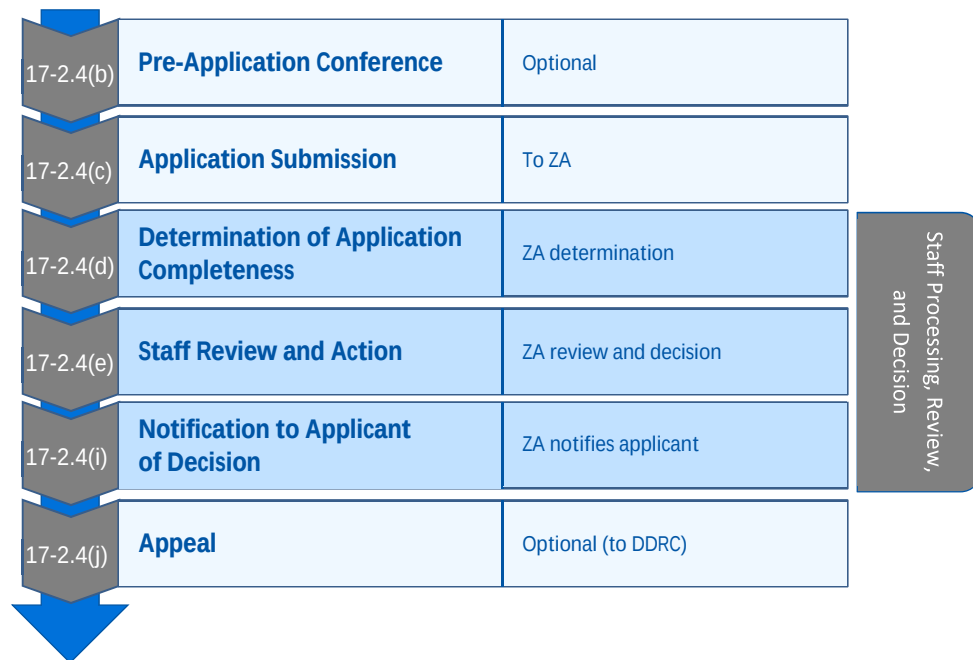
Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(g) Certificate of Design Approval – Historic Districts and Landmarks

(4) Procedure for Minor Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(4): Summary of Minor Certificate of Design Approval – Historic Districts and Landmarks Procedure



a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or

(iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

1. Appeal to Design Development Review Commission

Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Historic Districts and Landmarks or portion thereof shall be to the Design Development Review Commission (DDRC).

2. Notice of Appeal

Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.

3. Transmittal of Record and Scheduling of Public Hearing

Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made to the DDRC and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

4. Hearing and Decision

(i) The DDRC shall conduct a public hearing, review the application and all relevant materials and testimony, and make one of the following decisions within a reasonable time:

- (a) Affirm the decision being appealed (in whole or in part);
- (b) Modify the decision being appealed (in whole or in part);
- (c) Reverse the decision being appeals (in whole or in part); or
- (d) Remand the matter to the ZA if the DDRC determines that the record is insufficient for review.

(ii) The DDRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

5. Rehearing on a Remanded Matter

If the DDRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The DDRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The DDRC's rehearing shall be in accordance with subsection 4 above.

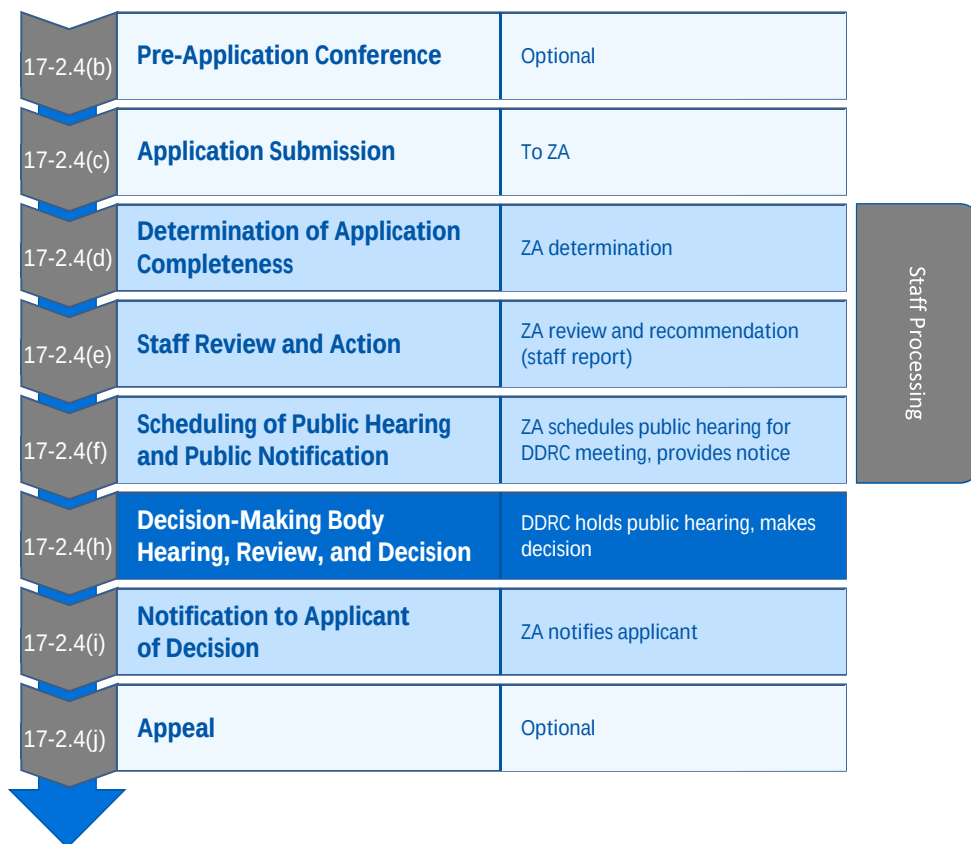
Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(g) Certificate of Design Approval – Historic Districts and Landmarks****6. Further Appeal**

Appeal from the DDRC's decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

(5) Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks

Figure 17-2.5(g)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of Design Approval – Historic Districts and Landmarks. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(g)(5): Summary of Major Certificate of Design Approval – Historic Districts and Landmarks Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

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c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Design Development Review Commission (DDRC) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(g)(6), Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks. In its review of the application, the DDRC shall examine the architectural design, the exterior surface treatment, the arrangement and location of buildings and structures on the site in question and their relation to other buildings and structures within the district involved, and other pertinent factors affecting the appearance and efficient functioning of the district. The DDRC's decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the DDRC's decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County Circuit Court in accordance with State law. The appeal shall be filed within 30 days after the affected party receives actual notice of the decision of the DDRC.

(6) Decision Standards for Certificate of Design Approval – Historic Districts and Landmarks

The ZA or the DDRC, as applicable, shall approve any application for a Certificate for Design Approval – Historic Districts and Landmarks that complies with the standards in this subsection.

a. General

1. No proposed building or structure shall be approved, separately or in relation to its premises as proposed to be arranged, landscaped or constructed, which would adversely affect the primary character of the district involved or the setting of public or quasi-public historical

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buildings or landmarks on which public or private monies have been or are proposed to be spent.

2. No application shall be approved unless a determination is made that, considering the exterior appearance and arrangement of buildings, structures and premises in the district involved, approval of the application is consistent with the following purposes:
 - (i) To enhance the attractiveness and functioning of the district in keeping with its purpose and intent;
 - (ii) To encourage the orderly and harmonious development of the district; and
 - (iii) To enhance and protect the public and private investment and general value of lands and improvements within the district.
3. If, consistent with the standards in this subsection, the DDRC finds it desirable to impose less restrictive requirements on development than would otherwise apply in accordance with any other provision of this Ordinance, such deviation shall be referred to the Zoning Board of Adjustment for review as a Special Exception Permit.

b. Standards for Structure and Site Design**1. General**

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application shall be based upon the requirements set forth in the standards or design guidelines adopted by the City Council for the applicable Architectural Conservation District, Historic Commercial District, Protection Area, Landmark District, or Landmark.

2. Landmarks, Districts Lacking Established Standards, and Specified Districts

If the City Council has not established standards or design guidelines for the district involved, or if the application pertains to individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, or the Landmark District, the Secretary of the Interior's Standards for Rehabilitation, as amended and listed below (the "Standards"), shall serve as the basis for the DDRC's decision, taking into account the designation level of the landmark or district.

- (a) For landmark districts and individual landmarks, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- (b) In architectural conservation districts and protection areas, the historic character of a district shall be retained and preserved through the preservation of historic materials and features which characterize the historic district.

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- (c) For individual landmarks and the landmark district, each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- (d) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (e) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- (f) Deteriorated historic features shall be repaired rather than replaced. Where severe deterioration or complete loss requires replacement of a distinctive feature, the new feature shall match the old in design, color, finish, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence, and character-defining features that have been lost due to intentional damage, removal or neglect shall be rebuilt.
- (g) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- (h) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (i) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (j) Where reviewed, materials, design, and height of fences and walls shall reflect the architecture and materials of the associated structure or a historic wall or fence feature typically found in the district.

3. Standards for New Building Construction

For new construction in historic districts without established design guidelines, the standards in subsections 1 and 2 above shall be used in conjunction with the following review items.

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- (a) The height of the new building shall be compatible with the height of surrounding historic buildings.
- (b) The size and scale of the new building shall be visually compatible with surrounding buildings.
- (c) The mass of the new building shall be arranged (the relationship of solid components (ex. walls, columns, etc.) to open spaces (ex. windows, doors arches)) so that it is compatible with existing historic buildings on the block or street.
- (d) The entrance of the building shall be sited so that it is compatible with surrounding buildings.
- (e) The new building shall be located on the site so that the distance of the structure from the right of way is similar to adjacent structures.
- (f) The main entrance and the associated architectural elements (porches, steps, etc.) shall be sited so that they are compatible to surrounding structures. The main entrance shall be constructed with covered porches, porticos, or other architectural forms that are found on historic structures on the block or street.
- (g) The new building shall be constructed so that the relationship of width to height of windows and doors, and the rhythm of solids to voids is visually compatible with historic buildings on the block or street. A similar ratio of height to width in the bays of the façade shall be maintained.
- (h) Roof shapes, pitches, and materials shall be visually compatible with those of surrounding buildings.
- (i) Materials, textures, and architectural features shall be visually compatible with those of historic buildings on the block or street.

c. Standards for Demolition

The demolition of a historic building should be an action of last resort. When a structure is demolished, the community loses a part of its history, which cannot be replaced. Accordingly, such requests are reviewed very deliberately and require detailed information.

- (i) A decision on a Certificate of Design Approval – Historic Districts and Landmarks application for the demolition of a building, structure or object shall be based on the following standards:
 - (a) The historic or architectural significance of a building, structure or object;

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- (b) The importance of the building, structure or object to the ambience of a district;
 - (c) Whether the building, structure or object is one of the last remaining examples of its kind in the neighborhood, the City or the region;
 - (d) The existing structural condition, history of maintenance and use of the property. The deteriorated condition of a historic building attributable to the owner's failure to provide proper maintenance over an extended period of time will not be considered a mitigating circumstance in evaluations for demolition.
 - (e) A determination of whether the subject property is capable of maintaining a reasonable use and earning a reasonable economic return on its current value without the demolition;
 - (f) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
 - (g) Whether the building or structure is able to be relocated, and whether a site for relocation is available; and
 - (h) Whether the building or structure is under orders from the City to be demolished due to severe structural deficiencies (this criterion shall have added significance in comparison to the criteria mentioned in subsections (1) through (7) of this subsection).
- (ii) A Certificate of Design Approval – Historic Districts and Landmarks application for the demolition of a building, structure or object may be required to include the following, as determined by the Zoning Administrator:
- (a) Detailed written estimates of the cost of renovation from professionals with experience working with historic buildings;
 - (b) A detailed written report from an engineer, architect, and/or contractor experienced with historic buildings as to the structure(s) on the property and its suitability for rehabilitation;
 - (c) The estimated market value of the property in its current condition; after demolition, after renovation of the existing property for continued use, and with proposed redevelopment;
 - (d) An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional

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experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure(s) on the property;

- (e) In a request for a demolition of a landmark, a detailed feasibility study of the property may be required that may include, but is not limited to, a market analysis, estimates for renovation by historic preservation specialists, a study for potential reuse alternatives, etc.
- (f) Specific written substantiation of any current negotiations to sell, rent, or lease property, including all efforts to market and/or sell the property, how long it was listed, the price at which it was listed, and comparables in the market.
- (g) All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.
- (iii) The DDRC or its staff may require the applicant to provide additional information dealing with the standards or the required application materials in this subsection.

d. Standards for Relocation

Like a demolition, the relocation of a historic building should be an action of last resort. When a structure is moved, the community loses a part of its history, which cannot be replaced. Accordingly, such requests are reviewed very deliberately and require detailed information.

- (i) A decision on a Certificate of Design Approval – Historic Districts and Landmarks application for the relocation of a building, structure, or object shall be based the following standards:
 - (a) A landmark or a contributing building, structure, or object shall not be relocated unless the DDRC finds:
 - (a) Demolition of the building, structure, or object would be approved in accordance with Sec. 17-2.5(g)(6)c, Standards for Demolition, were it not for the relocation; or
 - (b) The applicant demonstrates the existence of the building, structure, or object is threatened by a severe environmental hazard.
 - (b) Relocation of a noncontributing building, structure, or object shall be approved or disapproved in accordance with the standards in Sec. 17-2.5(g)(6)c, Standards for Demolition.
 - (c) The relocation of a building, structure, or object into the Historic Preservation Overlay district is permitted only if it is determined that the relocated building, structure, or object

will be in accordance with the guidelines that apply to new construction in the new location and will be appropriate for the proposed context.

e. Standards for Driveway and Vehicular Parking Area Design

The decision on a Certificate of Design Approval – Historic Districts and Landmarks application that involves construction or alteration of a driveway or other vehicular parking area that is located within a base residential zoning district along the primary frontage or secondary frontage of a lot shall be based on the following standards:

- (i) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of 12 feet measured with a straight line that runs parallel to the front or secondary front lot line.
- (ii) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.
- (iii) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation. Unless other materials are approved by the DDRC after a finding of fact that the materials in question are historically correct for the subject property, materials shall be limited to:
 - (a) In a protection area: brick pavers, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
 - (b) In an architectural conservation district: brick pavers, granite and concrete.
 - (c) In a landmark district or for individual landmarks: brick pavers, granite and concrete..

(h) Certificate of Design Approval – Design Districts

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for ensuring that proposed changes to exterior architectural features or attachments of appurtenances to structures within any design district is consistent with the standards that are specific to the district.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Certificates of Design Approval – Design Districts.

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(h) Certificate of Design Approval – Design Districts

- b. A Certificate of Design Approval – Design Districts, is required prior to any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the Innovista Design Overlay, North Main Corridor Design Overlay, Five Points Design Overlay, or City Center Design Overlay district.
- c. Interior alterations and/or additions not visible from the public right-of-way which require zoning and building permits do not require a Certificate of Design Approval – Design Districts.

(3) Minor and Major Certificates Distinguished

a. Minor Certificate

An application for a Minor Certificate of Design Approval – Design Districts shall be reviewed and decided upon in accordance with Sec. 17-35(j)(4) , Procedure for Minor Certificate of Design Approval – Design Districts, for any of the activities identified below within the identified design district.

- (i) Within the Five Points Design Overlay District (OV-5P), any project involving construction of a new building having an area of less than 5,000 square feet and a height of less than 35 feet, or renovations or new construction not exceeding \$500,000.00 as listed on the permit.
- (ii) Within the Innovista Design Overlay District (OV-ID), any project involving construction of a new building of less than 50,000 square feet, or renovation or new construction of less than \$660,000.00. This dollar figure shall change monthly in accordance with the latest monthly non-preliminary Producer Price Index (PPI) for "materials and components for construction" as published by the U.S. Department of Labor, Bureau of Statistics. The base figure for this calculation is \$660,000.00 as of July, 2009.
- (iii) Within the North Main Corridor Design Overlay District (OV-NMC), any of the following activities:
 - (a) Additions up to and including 25 percent of gross floor area of the existing structure;
 - (b) Reduction or expansion in size of openings in walls visible from the public right-of-way;
 - (c) Site improvements consisting of any change to the paving, steps, fencing or masonry walls;
 - (d) Change in roof pitch;
 - (e) Change in exterior materials; or
 - (f) Addition of or modification to signage.

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- (iv) Within the City Center Design Overlay District (OV-CC), any project involving construction of a new building of less than 50,000 square feet or renovation or new construction of less than \$500,000.00.

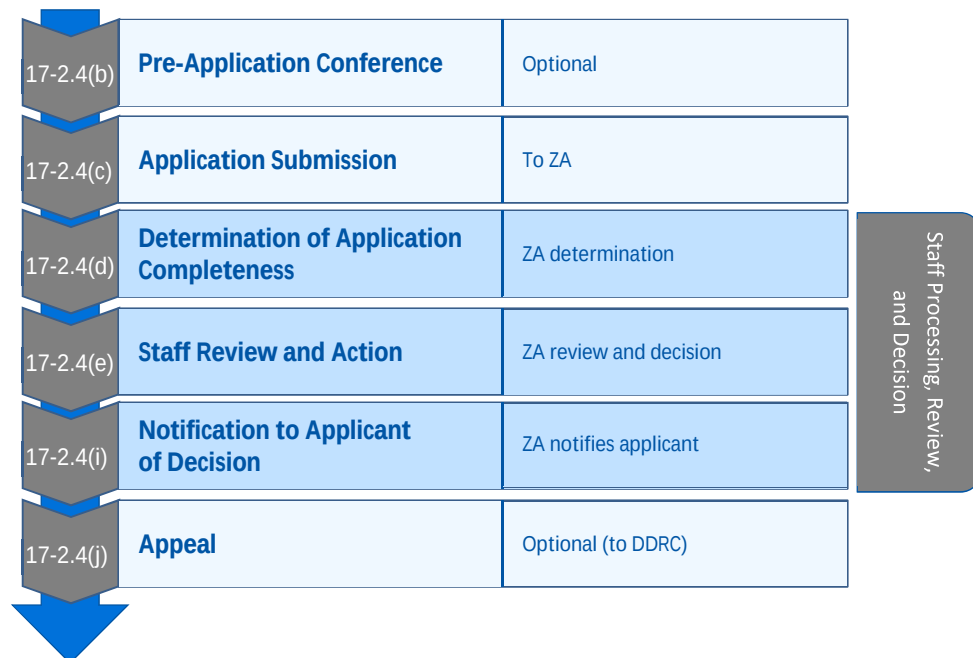
b. Major Certificate

An application for a Major Certificate of Design Approval – Design Districts shall be reviewed and decided in accordance with Sec. 17-35(j)(5), Procedure for Major Certificate of Design Approval – Design Districts, for any activity that requires a Certificate of Design Approval – Design Districts in accordance with Sec. 17-2.5(h)(2) above that is not listed in subsection a above and, within the OV-NMC district, for any project involving the granting or establishment of a special exception, variance, or planned development.

(4) Procedure for Minor Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Minor Certificate of Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(4): Summary of Minor Certificate of Design Approval – Design Districts Procedure



a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

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(h) Certificate of Design Approval – Design Districts

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Any appeal of the ZA's decision to approve, approve subject to conditions, or deny an application for a Certificate of Design Approval – Design Districts shall be to the Design Development Review Commission (DDRC).

1. Notice of Appeal

Within 30 days of receipt of notice of the ZA's decision, any party aggrieved by the decision may appeal the decision by submitting a notice of appeal to the ZA specifying the grounds of the appeal.

2. Transmittal of Record and Scheduling of Public Hearing

Upon receipt of the notice of appeal, the ZA shall forthwith transmit the notice of appeal and all papers constituting the record upon which the decision was made and schedule a public hearing in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

3. Hearing and Decision

- (i) The DDRC shall conduct the public hearing, review the application and all relevant materials and testimony, and make one of the following decisions:
 - (a) Affirm the decision being appealed (in whole or in part);
 - (b) Modify the decision being appealed (in whole or in part);
 - (c) Reverse the decision being appeals (in whole or in part); or
 - (d) Remand the matter to the ZA if the DDRC determines that the record is insufficient for review.
- (ii) The DDRC's final decision shall be in writing, with findings of fact and conclusions of law separately stated.

4. Rehearing on a Remanded Matter

If the DDRC remands the matter to the ZA, it must at the same time set a rehearing on the remanded matter without further public notice for a time certain within 60 days unless otherwise agreed to by the parties. The DDRC must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing. The DDRC's rehearing shall be in accordance with subsection 4 above.

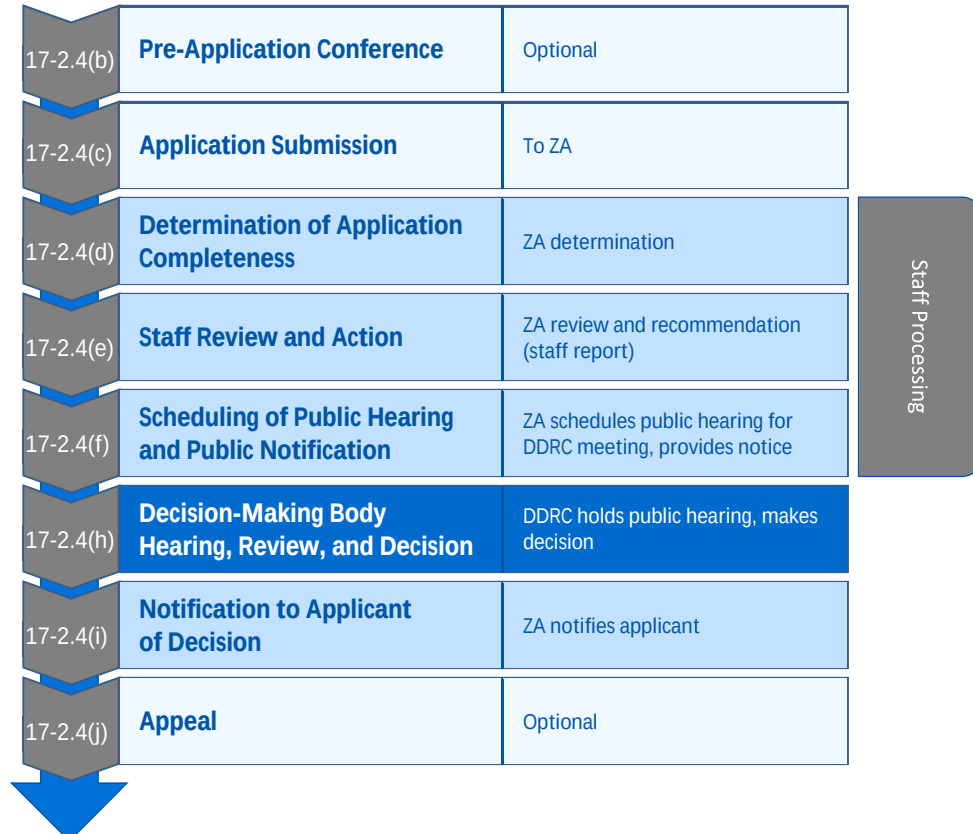
5. Further Appeal

Appeal of the DDRC's decision on an appeal from the ZA's decision shall be to the County circuit court in accordance with S.C. Code § 6-29-900 et seq.

(5) Procedure for Major Certificate of Design Approval – Design Districts

Figure 17-2.5(h)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Major Certificate of Design Approval – Design Districts. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(h)(5): Summary of Certificate of Design Approval – Design Districts (Major) Procedure



Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(h) Certificate of Design Approval – Design Districts**

a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Design Development Review Commission (DDRC) shall review and make a decision in whole or in part on the application in accordance with Sec. 17-2.5(h)(6), Decision Standards for Certificate of Design Approval – Design Districts. The DDRC's decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

g. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

h. Appeal

Optional (see Sec. 17-2.4(j), Appeal). An appeal from the DDRC's decision may be made by any person having a substantial interest in the decision, or any officer or agent of the City, to the County circuit court in accordance with S.C. Code § 6-29-900 et seq. The appeal must be filed within 30 days after the affected party receives actual notice of the decision of the DDRC.

(6) Decision Standards for Certificate of Design Approval – Design Districts

An application for a Certificate of Design Approval – Design Districts shall be approved upon a finding that the proposed activity is in accordance with the design guidelines adopted by the City Council for the design district in which the proposed activity is located, either the Innovista Design Overlay, North Main Corridor Design Overlay, Five Points Design Overlay, or City Center Design Overlay district.

(i) Site Plan**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism to ensure that the layout and general design of proposed development complies with the standards of this Ordinance and all other applicable City regulations.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Site Plan approval.
- b. Site Plan approval is required prior to the issuance of a Zoning Permit for any development, unless exempted in accordance with subsection c below.
- c. The following is exempted from the requirements of this subsection:
 - 1. Development on a single-family residential lot; and
 - 2. Internal construction that does not increase gross floor area or the density or intensity of use, or increase the off-street parking requirements.

(3) Minor and Major Site Plans Distinguished**a. Minor Site Plan**

- 1. The following development, unless exempted in accordance with Sec. 17-2.5(i)(2)c above, shall receive approval of a Minor Site Plan prior to the issuance of a Zoning Permit:
 - (i) Accessory uses and structures;
 - (ii) Multi-family development consisting of 25 or fewer units; or
 - (iii) Non-residential development of less than 100,000 square feet.
- 2. Applications for Minor site Plan approval shall be reviewed and decided in accordance with Sec. 17-2.5(i)(4), Minor Site Plan Procedure.

b. Major Site Plan

- 1. All other development not identified in subsection a above, unless exempted in accordance with Sec. 17-2.5(i)(2)c above, shall receive approval of a Major Site Plan prior to the issuance of a Zoning Permit.
- 2. Applications for Major Site Plan approval shall be reviewed and decided on in accordance with Sec. 17-2.5(i)(5), Major Site Plan Procedure.

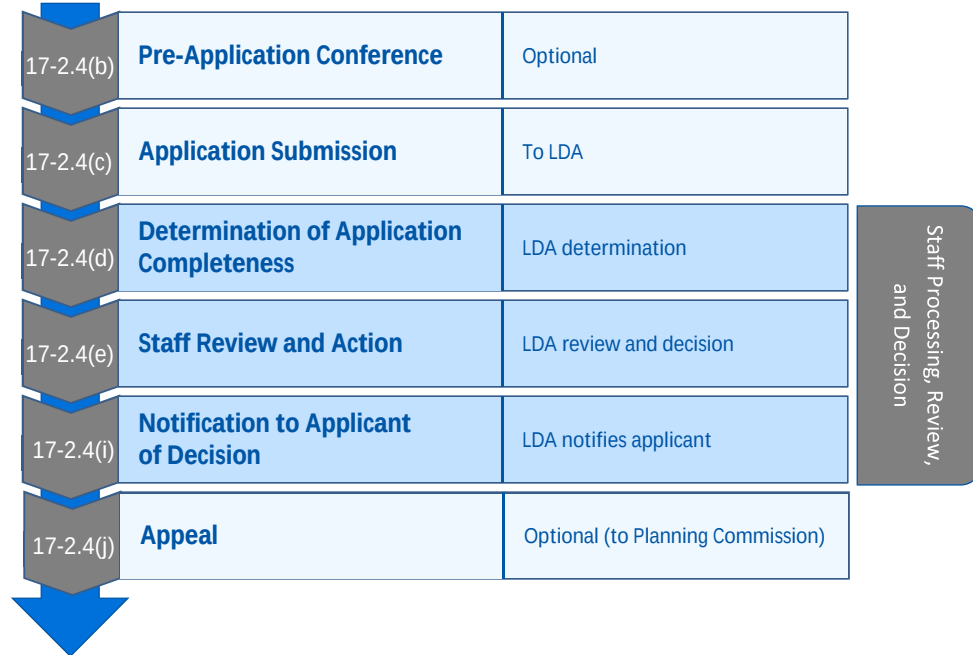
(4) Minor Site Plan Procedure

Figure 17-2.5(i)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Minor Site Plan applications.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(i) Site Plan**

Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(i)(4): Summary of Site Plan (Minor) Procedure

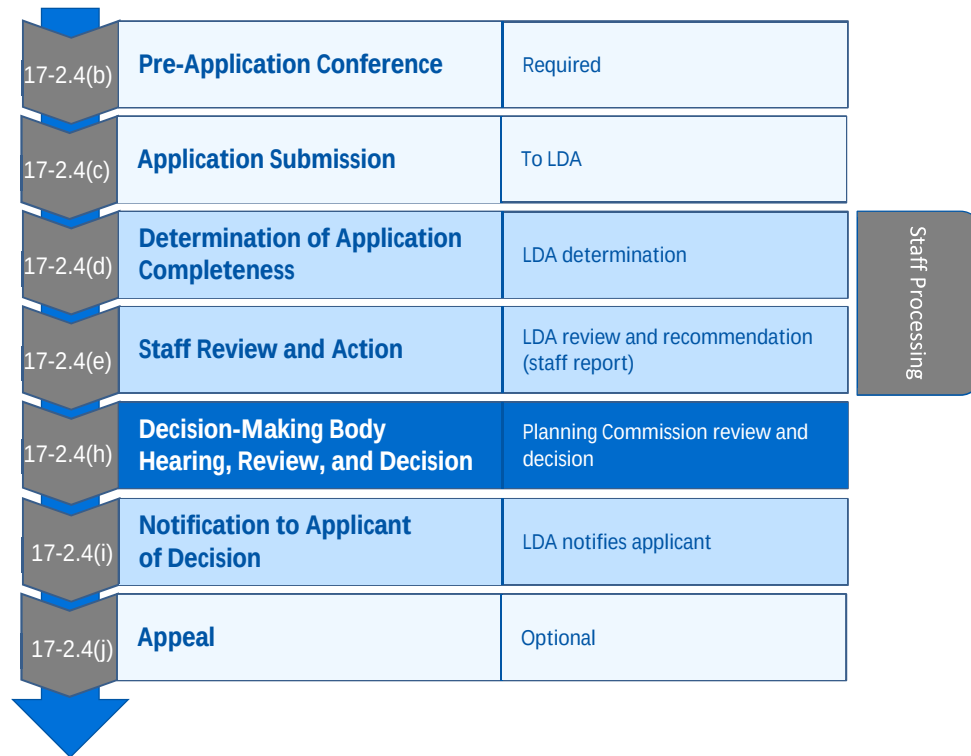


- a. Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action). The LDA shall review and make a decision on the application in accordance with Sec. 17-2.5(i)(6), Site Plan Decision Standards. The decision shall be one of the following:
 - (i)** Approve the application as submitted;
 - (ii)** Approve the application subject to conditions of approval; or
 - (iii)** Deny the application.
- e. Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
- f. Appeal**
Optional (see Sec. 17-2.4(j), Appeal).

(5) Major Site Plan Procedure

Figure 17-2.5(i)(5) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Major Site Plan applications. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(i)(5): Summary of Site Plan (Major) Procedure

**a. Pre-Application Conference**

Required (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Planning Commission shall review and make a decision on the application in accordance with Sec. 17-2.5(i)(6), Site Plan Decision Standards. The decision shall be one of the following:

- (i)** Approve the application as submitted;

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(j) Subdivision**

- (ii)** Approve the application subject to conditions of approval; or
- (iii)** Deny the application.

f. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

g. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(6) Site Plan Decision Standards

A site plan shall be approved only upon a finding the applicant demonstrates all of the following standards are met:

- 1.** The proposed uses are allowed in the zoning district in accordance with Article 4: Use Regulations;
- 2.** The development and uses in the Site Plan comply with Article 4: , Use Regulations;
- 3.** The development proposed in the Site Plan and its general layout and design comply with all applicable standards in Article 5: Development Standards.;
- 4.** The development proposed in the Site Plan and its general layout and design comply with all applicable standards in Article 6: Land Development (Subdivision) Standards; and
- 5.** The development proposed in the Site Plan is consistent with all other applicable standards of this Ordinance and the Code of Ordinances.

(j) Subdivision**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism for the subdivision of land within the City, consistent with the purposes and standards of this Ordinance.

(2) Applicability**a. General**

The following activities, unless exempted in accordance with subsection b below, shall receive subdivision approval in accordance with the procedures and standards of this subsection prior to any subdivision plat being filed with or recorded by the Register of Deeds (ROD) and prior to the transfer of title, sale, or offer for sale of any lots, or the issuance of a Building Permit for a building on any lot:

- (i)** Any division of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or development;

- (ii) Any division of land involving a new street or change in existing streets;
- (iii) The alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law;
- (iv) Any re-subdivision involving the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or
- (v) The combination of record lots.

b. Exemptions

The following activities are exempt from the requirements of this subsection:

- (i) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance;
- (ii) The division of land into parcels of five acres or more where no new street is involved and plats of these exceptions are received as information by the City, which shall indicate that fact on the plats;
- (iii) The combination or recombination of entire lots of record where no new street or change in existing streets is involved; and
- (iv) The partition of land by court decree.

(3) Minor and Major Subdivisions Distinguished

There are two types of subdivision approval in accordance this Ordinance: a Minor Subdivision and a Major Subdivision.

a. Minor Subdivision

A Minor Subdivision is a subdivision with all lots fronting on an existing street which does not involve the platting, construction, opening, or extension of

- (i) New streets,
- (ii) Improvements to existing streets,
- (iii) Water or sewer facilities,
- (iv) Storm drainage systems, or
- (v) Other supporting governmental or private utilities.

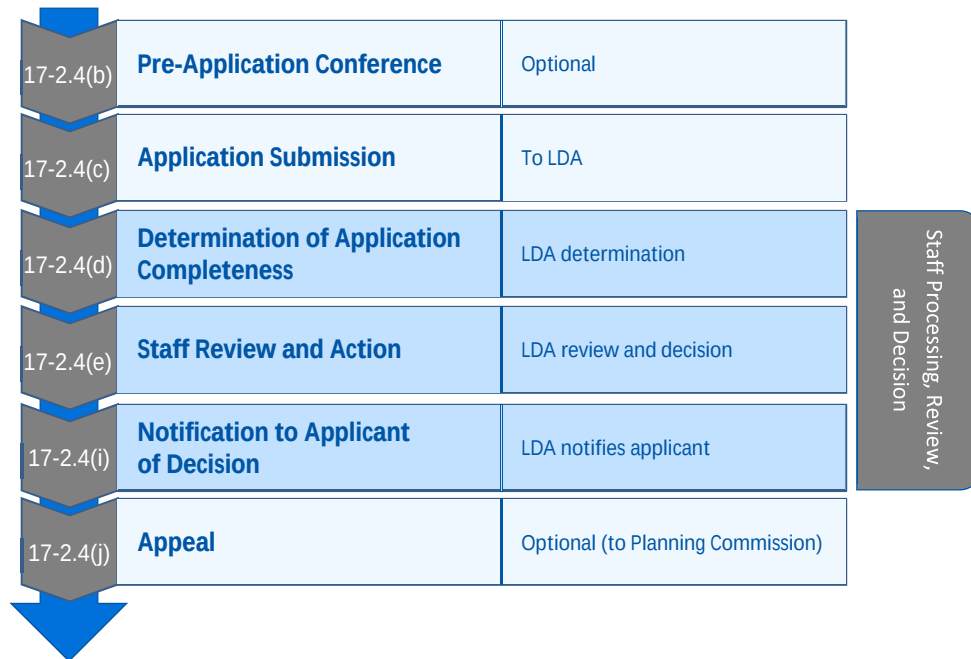
b. Major Subdivision

A subdivision that is not a Minor Subdivision in accordance with subsection a above is a Major Subdivision.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(j) Subdivision****(4) Minor Subdivision Procedure**

The procedure for review of and decision on a Minor Subdivision consists of review of and decision on a Final Plat by the LDA. The City Engineer may require a service connection plan and a grading plan. Figure 17-2.5(j)(4) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Minor Subdivision applications. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(j)(4): Summary of Final Plat (Minor Subdivision) Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The LDA shall review and make a decision on the application in accordance with Sec. 17-2.5(j)(6)a, Minor Subdivision Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(5) Major Subdivision Procedure

The procedure for review of and decision on a Major Subdivision consists of the following three steps in the order listed:

1. Review of and decision on a Sketch Plan by the LDA;
2. Review of and decision on a Preliminary Plat by the Planning Commission; and
3. Following required site improvements or receipt by the City of sufficient surety bonds for site improvements that have not been completed, review of and decision on a Final Plat by the City Engineer.

a. Sketch Plan Procedure

Figure 17-2.5(j)(5)a identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Sketch Plan applications. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(j)(5)a: Summary of Sketch Plan Procedure

**1. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(j) Subdivision****2. Application Submission**

Required (see Sec. 17-2.4(c), Application Submission).

3. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

4. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

(i) The LDA shall review and make a decision on the Sketch Plan application in accordance with Sec. 17-2.5(j)(6)b.1, Sketch Plan Decision Standards, within 15 business days. Failure of the LDA to act within 15 business days after determination of application completeness shall be deemed to constitute approval of the application; however, the applicant may waive this requirement and consent in writing to the extension of that period. The LDA's decision shall be one of the following:

(a) Approve the application as submitted;

(b) Approve the application subject to conditions of approval; or

(c) Deny the application.

(ii) The approval of a Sketch Plan for a Major Subdivision shall automatically expire at the end of 2 years from the date of approval unless a Preliminary Plat for the subdivision has been approved.

5. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

6. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

b. Preliminary Plat Procedure

Figure 17-2.5(j)(5)b identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Preliminary Plat applications. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(j)(5)b: Summary of Preliminary Plat Procedure

**1. Pre-Application Conference**

Required (see Sec. 17-2.4(b), Pre-Application Conference).

2. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

3. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

4. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

5. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

(i) The Planning Commission shall review and make a decision on the application in accordance with Sec. 17-2.5(j)(6)b.2, Preliminary Plat Decision Standards. The decision shall be one of the following:

- (a) Approve the application as submitted;
- (b) Approve the application subject to conditions of approval; or
- (c) Deny the application.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(j) Subdivision**

- (ii) If the application is approved, the Planning Commission shall issue a certificate approving and authorizing the names of any new streets and roads shown on the Preliminary Plat.
- (iii) Approval of a Preliminary Plat application authorizes the applicant to construct site improvements in accordance with the approved Preliminary Plat. The start of actual construction must be scheduled with the City Engineer.
- (iv) Approval of a Preliminary Plat shall expire after two years from the date of approval if required improvements are not constructed within that time.

6. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

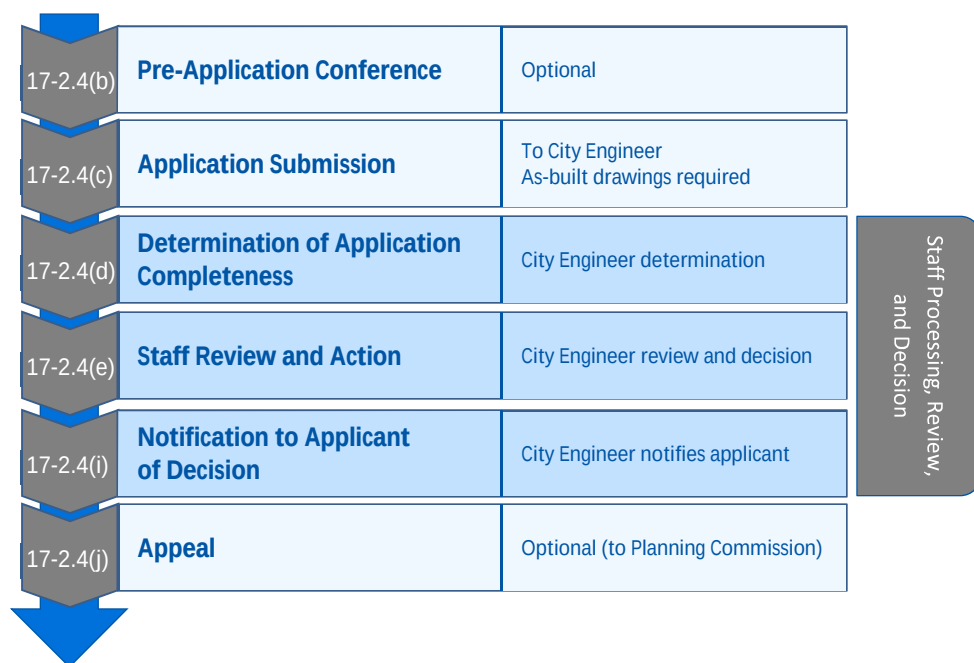
7. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Any appeal from the decision of the Planning Commission must be taken within thirty days after actual notice of the decision and shall be to the County Circuit Court in accordance with S.C. Code § 6-29-1150 et seq.

c. Final Plat (Major Subdivision) Procedure

Figure 17-2.5(j)(5)c identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to Final Plat (Major Subdivision) applications. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(j)(5)c: Summary of Final Plat (Major Subdivision) Procedure



1. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

2. Application Submission

Required (see Sec. 17-2.4(c), Application Submission). The application shall be submitted to the City Engineer and shall include as-built drawings.

3. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness). The City Engineer shall have the powers and duties of the LDA in making a determination of application completeness.

4. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

(i) The City Engineer shall review and make a decision on the application in accordance with Sec. 17-35(j)(6), Subdivision Decision Standards, and shall have the powers and duties of the LDA in reviewing and making a decision. The decision shall be one of the following:

- (a) Approve the application as submitted;
- (b) Approve the application subject to conditions of approval; or
- (c) Deny the application.

(ii) Upon the approval of a Final Plat, the City Engineer shall stamp two of the submitted copies of the Final Plat with the appropriate certificate and return them to the applicant.

5. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision). The City Engineer shall have the powers and duties of the LDA in providing notification.

6. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Appeal of the City Engineer's decision shall be to the Planning Commission.

(6) Subdivision Decision Standards**a. Minor Subdivision Decision Standards**

The LDA shall approve a Final Plat application for a Minor Subdivision upon a finding that the proposed Final Plat complies with the standards in Article 6: Land Development (Subdivision) Standards, any other applicable provisions of this Ordinance, and any other applicable City ordinances and regulations.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(k) Street or Road Name Change**

b. Major Subdivision Decision Standards**1. Sketch Plan Decision Standards**

The LDA shall approve a Sketch Plan application upon a finding that the proposed Sketch Plan is in conformity with this Ordinance and any other applicable City ordinances and regulations, any previously-approved development plans for the area, floodplain information, and any pertinent community plans.

2. Preliminary Plat Decision Standards

The Planning Commission shall approve a Preliminary Plat application upon a finding that the proposed Preliminary Plat is in substantial conformity with the approved Sketch Plan and complies with the standards in Article 6: Land Development (Subdivision) Standards, any other applicable standards in this Ordinance, and any other applicable City ordinances and regulations.

3. Final Plat Decision Standards

The City Engineer shall approve a Final Plat application for a Major Subdivision upon a finding that:

- (a) The Final Plat is in substantial conformity with the approved Preliminary Plat;
- (b) The Final Plat complies with the standards in Article 6: Land Development (Subdivision) Standards, all other relevant provisions of this Ordinance, any other applicable provisions of this Ordinance, and any other applicable City ordinances and regulations; and
- (c) All site improvements shown on the Preliminary Plat have been completed and the proper dedications have been completed, or a surety bond in an amount covering the value of the uncompleted site improvements has been accepted by the City Engineer in accordance with Sec. 17-6.3(b), Surety In-Lieu of Completion of Improvements.

(k) Street or Road Name Change**(1) Purpose**

The purpose of this section is to establish a uniform mechanism for changing the name of a street or road.

(2) Applicability

The Planning Commission may approve an application to change the legal name of a street or road name in accordance with this subsection.

(3) Street or Road Name Change Procedure

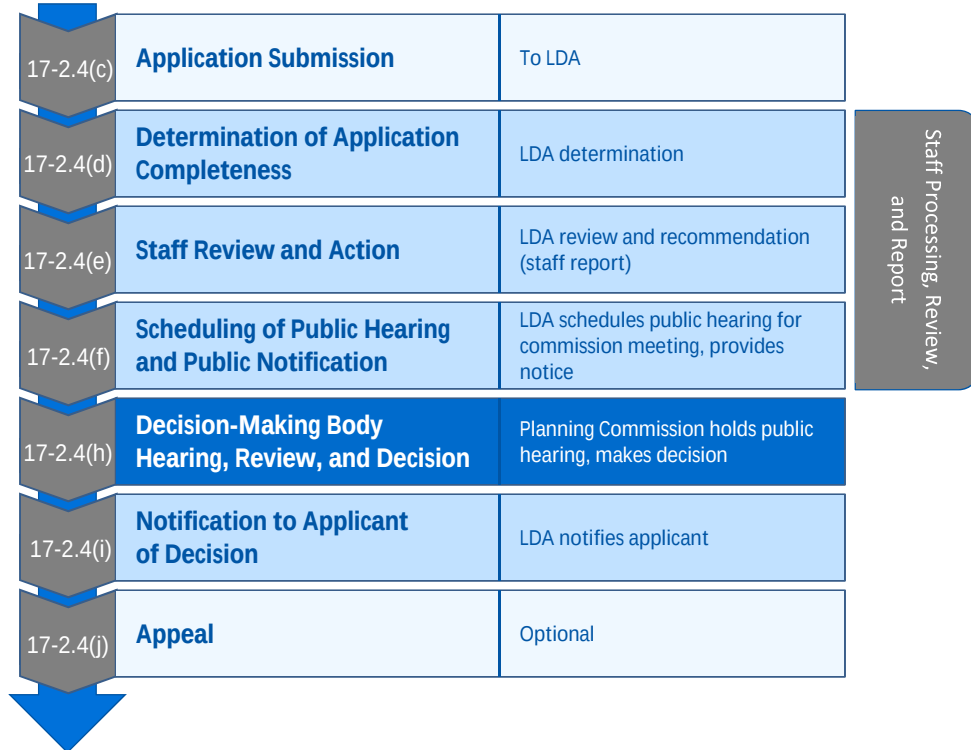
Figure 17-2.5(k) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a street or road

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards
(k) Street or Road Name Change

name change application. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(k): Summary of Street or Road Name Change Procedure



- a. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- b. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- c. Staff Review and Action**
Required (see Sec. 17-2.4(e), Staff Review and Action).
- d. Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- e. Decision-making Body Hearing, Review, and Decision**
 - (i)** Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision). The Planning Commission shall review and make a decision on the application in accordance with Sec. 17-2.5(k)(4), Street or Road Name Change Decision Standards. The decision shall be one of the following:
 - (a)** Approve the application as submitted; or
 - (b)** Deny the application.

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(I) Conditional Use Permit

- (ii) If the Planning Commission approves the application, it shall issue a certificate designating the change. Upon the applicant's recording of the certificate with the Register of Deeds (ROD), the name changed and certified shall be the legal name of the street or road.

f. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

g. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Street or Road Name Change Decision Standards

An application for a street or road name change shall be approved upon a finding that the applicant demonstrates one of the following or upon any other good and just reason that may appear to the commission:

1. There is duplication of names or other conditions which tend to confuse the traveling public or the delivery of mail, orders, or messages; or
2. A change may simplify marking or giving of directions to persons seeking to locate addresses.

(I) Conditional Use Permit

(1) Purpose

A conditional use is a use that is generally compatible with other uses permitted in a zoning district, but is subject to additional conditions, restrictions or limitations on its location, design, configuration, or density and intensity of use, to ensure the appropriateness of the use at a particular location. The purpose of this subsection is to establish a uniform mechanism to ensure proposed conditional uses comply with all conditions, restrictions or limitations set forth in this Ordinance for the specific use.

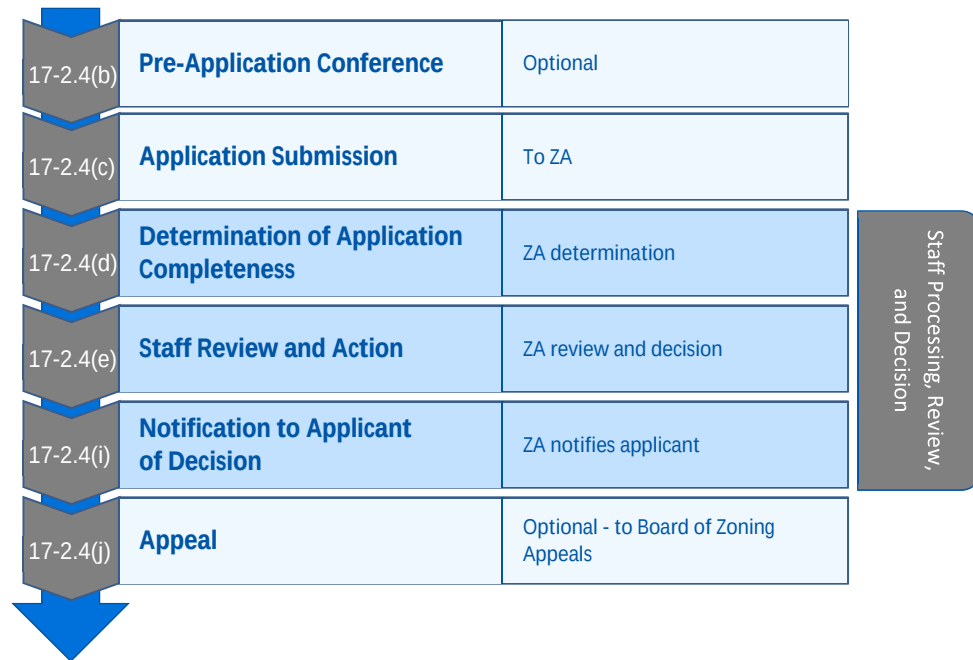
(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Conditional Use Permits.
- b. A Conditional Use Permit is required prior to the issuance of a Zoning Permit for development that involves a land use identified as requiring a Conditional Use Permit in Sec. 17-4.2, Principal Uses.

(3) Conditional Use Permit Procedure

Figure 17-2.5(l) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Conditional Use Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(l): Summary of Conditional Use Permit Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(l)(4), Conditional Use Permit Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

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) Conditional Use Permit Decision Standards

An application for a Conditional Use Permit shall be approved upon a finding that the applicant demonstrates that the proposed conditional use complies with the standards in Sec. 17-4.2(c), Standards for Specific Principal Uses, for the conditional use.

(m) Tree Removal Permit**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism of ensuring compliance with Sec. 17-5.4, Tree Protection, in situations where no other development approvals or permits are required.

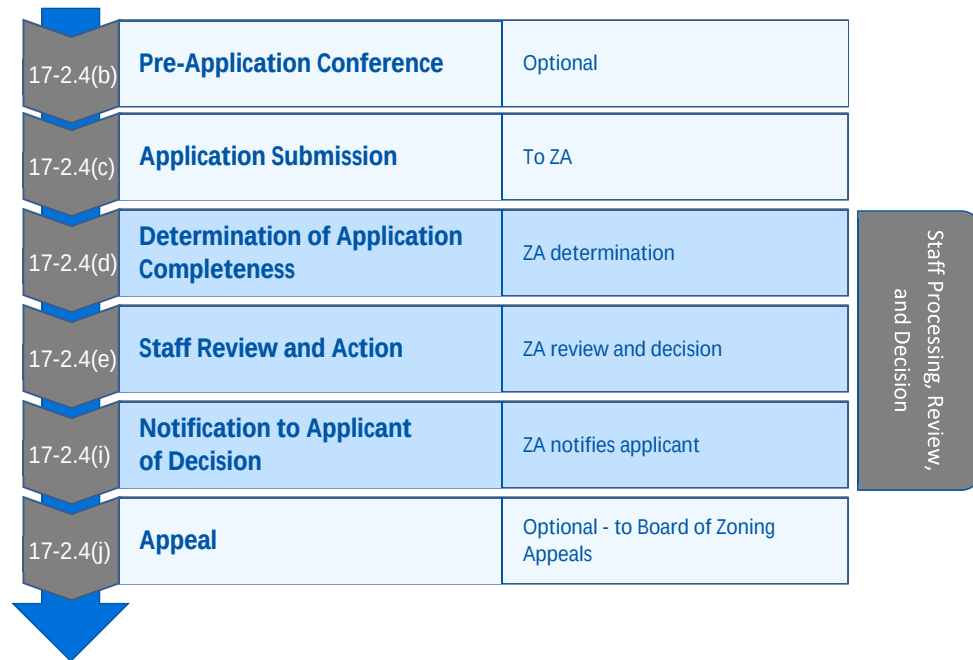
(2) Applicability

- a.** A Tree Removal Permit is required prior to the cutting, destruction, removal, relocation, or transplantation of a protected tree, as defined in Sec. 17-5.4(c)(1), Protected Tree.
- b.** A Tree Removal Permit application shall only be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required).

(3) Tree Removal Permit Procedure

Figure 17-2.5(m) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Tree Removal Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(m): Summary of Tree Removal Permit Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(m)(4), Tree Removal Permit Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(n) Forestry Permit

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Tree Removal Permit Decision Standards

- 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 conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements; and
 - 2.** The approval of the Tree Removal Permit is consistent with the purposes of this Section.
- b.** As a condition of approval of a Tree Removal Permit for protected trees other than grand trees, the Zoning Administrator may require 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).

(n) Forestry Permit

(1) Purpose

The purpose of this subsection is to provide a uniform mechanism for ensuring that proposed activities are consistent with the guidelines for tree care and preservation on City-owned property and public rights-of-way, species recommendations, and requirements for construction work prepared by the Forestry and Beautification Superintendent.

(2) Applicability

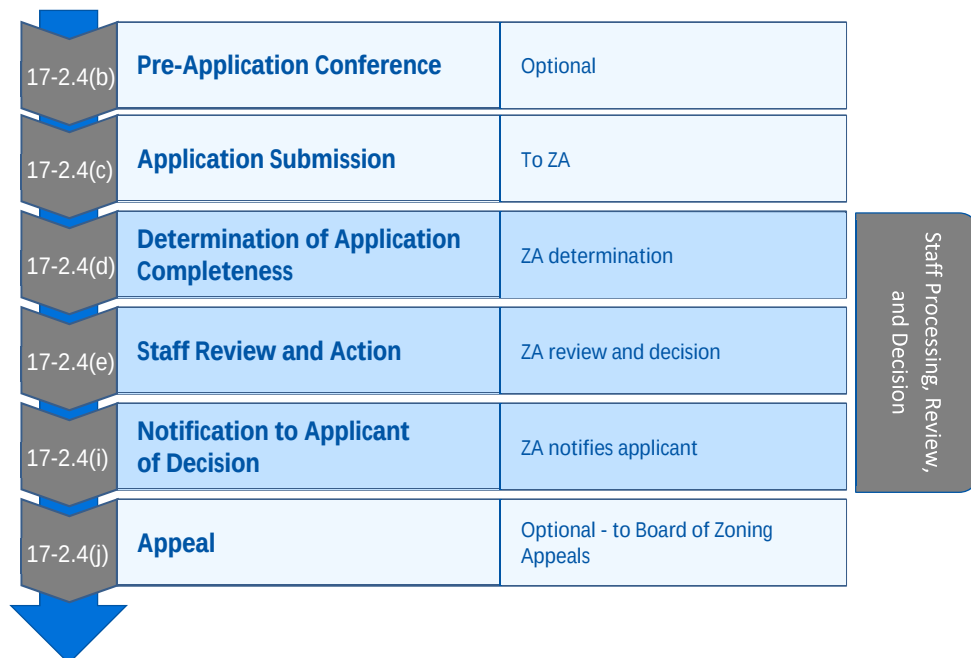
- a.** The procedures and standards in this subsection apply to the review of and decision on applications for Forestry Permits.
- b.** Unless exempt in accordance with subsection c below, approval of a Forestry Permit is required prior to any of the following activities:
 - 1.** Removing, destroying, cutting, severely pruning (including the root system), or otherwise treating any tree or shrub having its trunk in or upon any public right-of-way or on any City-owned property;
 - 2.** Trenching, digging, or changing the grade within the critical root zone of any trees having its trunk in or upon any public right-of-way or on any City-owned property; or

3. Planting any tree or shrub in or upon any public right-of-way or on any City-owned property.
 4. Placing or maintaining upon the ground any compacted stone, cement or other impervious material in such a manner as to obstruct the free access of air or water to the root of any tree or shrub having its trunk in or upon any public right-of-way or on any City-owned property;
 5. Performing construction work (including the operation or storage of equipment or materials) within the drip line of any tree having its trunk in or upon any public right-of-way or on any City-owned property;
 6. Attaching any object, including but not limited to rope, wire, chain or signs to any tree or shrub, or to the guard or stake intended to protect these plantings, in or upon City-owned property or public rights-of-way.
- c. Routine pruning, trimming, trenching, and similar operations, when conducted by a public or private utility in accordance with written specifications approved by the Forestry and Beautification Superintendent are exempt from the requirements of this subsection.

(3) Forestry Permit Procedure

Figure 17-2.5(n) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Forestry Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(n): Summary of Forestry Permit Procedure



Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(n) Forestry Permit****a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The ZA shall transmit the application to the Forestry and Beautification Superintendent for review and recommendation. Upon receiving the Forestry and Beautification Superintendent's recommendation, the ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(n)(4), Forestry Permit Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

2. If the work described in any Forestry Permit has not begun within six months from the date of issuance, the Forestry Permit shall expire and be void.

3. Upon written application submitted by the applicant at least 30 days prior to the expiration of the approval of a Forestry Permit and upon a showing of good cause, the ZA may grant one extension of the time frame of approval not to exceed six months.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Forestry Permit Decision Standards

a. An application for a Forestry Permit shall be approved upon a finding that the applicant demonstrates that all of the following standards are met:

- 1. The application is consistent with the guidelines for tree care and preservation on City-owned property and public rights-of-way, species recommendations, and requirements for construction work prepared by the Forestry and Beautification Superintendent;
- 2. The application is consistent with the purposes of this Ordinance and any applicable standards in this Ordinance;

3. No object, including but not limited to rope, wire, chain or signs, is proposed to be attached to any tree or shrub in or upon City-owned property or public rights-of-way; and
4. The attaching of any object, including but not limited to rope, wire, chain or signs, to the guard or stake intended to protect any tree or shrub in or upon City-owned property or public rights-of-way is solely for the purpose of protecting the tree or shrub or the public.

(o) Sign Permit

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for ensuring that all signs comply with the standards in Sec. 17-5.10, Signs.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Sign Permits.
- b. Approval of a Sign Permit is required before any sign that is not exempted in accordance with Sec. 17-5.10(b)(2), Exemptions, or Sec. 17-5.10(b)(3), Signs not Requiring a Sign Permit, may be erected, installed, displayed, structurally altered, or otherwise changed.
- c. In addition to a Sign Permit in accordance with this subsection, a Certificate of Design Approval may be required if the existing or proposed sign is located in the Historic Preservation Overlay district (see Sec. 17-2.5(g)) or a Design District (see Sec. 17-2.5(h)).

Article 2: Administration

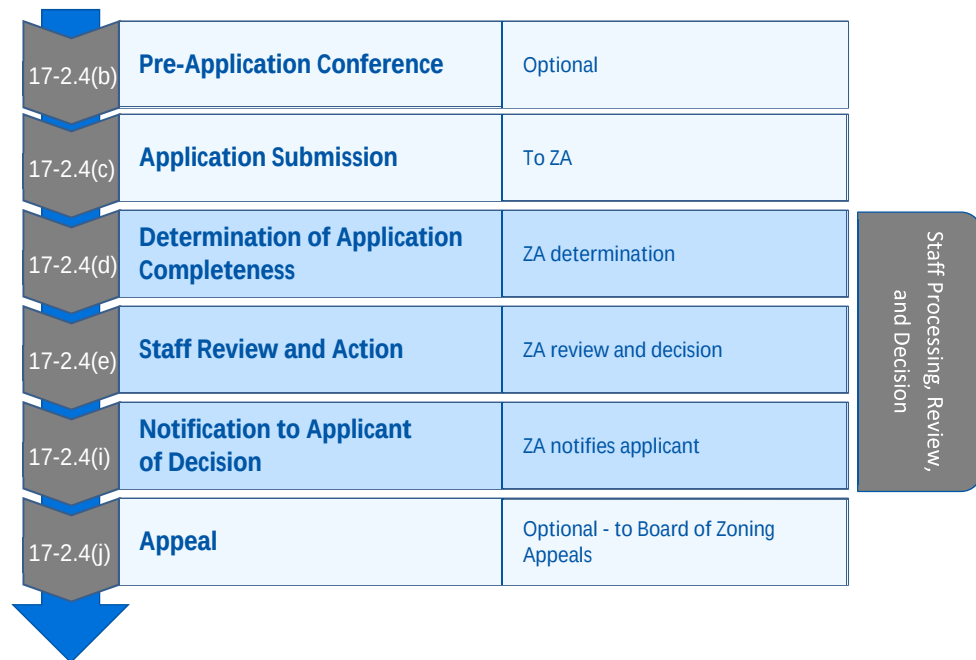
Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(o) Sign Permit

(3) Sign Permit Procedure

Figure 17-2.5(o) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Sign Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(o): Summary of Sign Permit Procedure



a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(o)(4), Sign Permit Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval; or
- (iii) Deny the application.

2. If the work described in any Sign Permit has not begun within six months from the date of issuance, the Sign Permit shall expire and be void.
 3. Upon written application submitted by the applicant at least 30 days prior to the expiration of the approval of a Sign Permit and upon a showing of good cause, the ZA may grant one extension of the time frame of approval not to exceed six months.
- e. Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
- f. Appeal**
Optional (see Sec. 17-2.4(j), Appeal).

(4) Sign Permit Decision Standards

An application for a Sign Permit shall be approved upon a finding that the applicant demonstrates that the proposed activity complies with Sec. 17-5.10, Signs, and with all applicable standards in this Ordinance.

(p) Temporary Use Permit

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for ensuring that proposed temporary uses comply with the standards in Sec. 17-4.4, Temporary Uses and Structures.

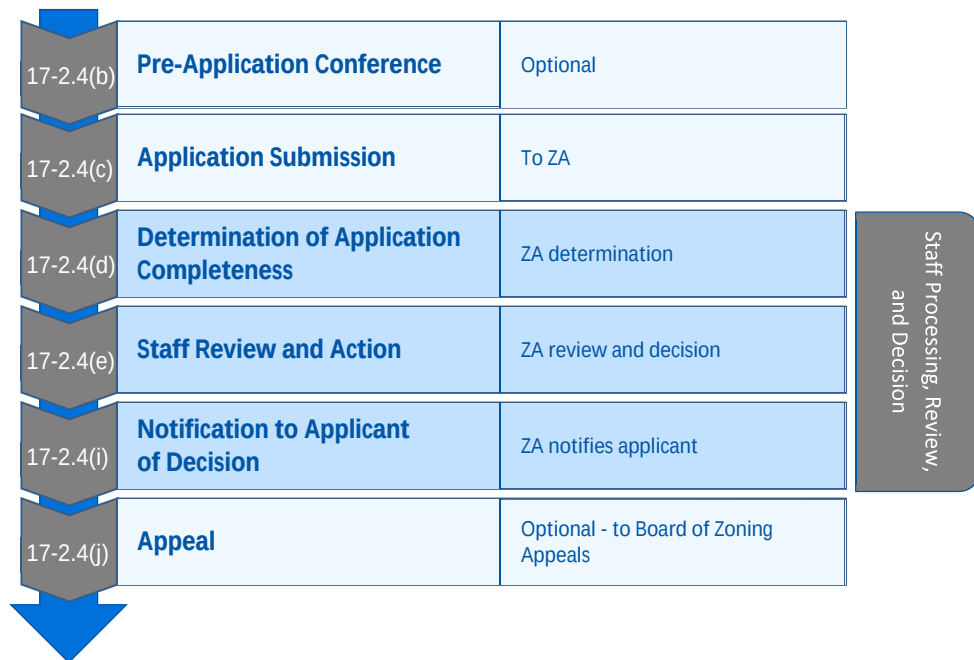
(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Temporary Use Permits.
- b. A Temporary Use Permit is required prior to the establishment or commencement of any temporary use identified in Sec. 17-4.4, General.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(p) Temporary Use Permit****(3) Temporary Use Permit Procedure**

Figure 17-2.5(p) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Temporary Use Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(p): Summary of Temporary Use Permit Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

- 1.** The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(p)(4), Temporary Use Permit Decision Standards. The decision shall be one of the following:

- (i)** Approve the application as submitted;
- (ii)** Approve the application subject to conditions of approval; or
- (iii)** Deny the application.

2. A Temporary Use Permit shall be effective beginning on the date specified in the permit approval, and shall remain effective for the period indicated on the permit.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Temporary Use Permit Decision Standards

A Temporary Use Permit shall be approved upon a finding that the application complies with all applicable standards in Sec. 17-4.4, Temporary Uses and Structures.

(q) Zoning Permit

(1) Purpose

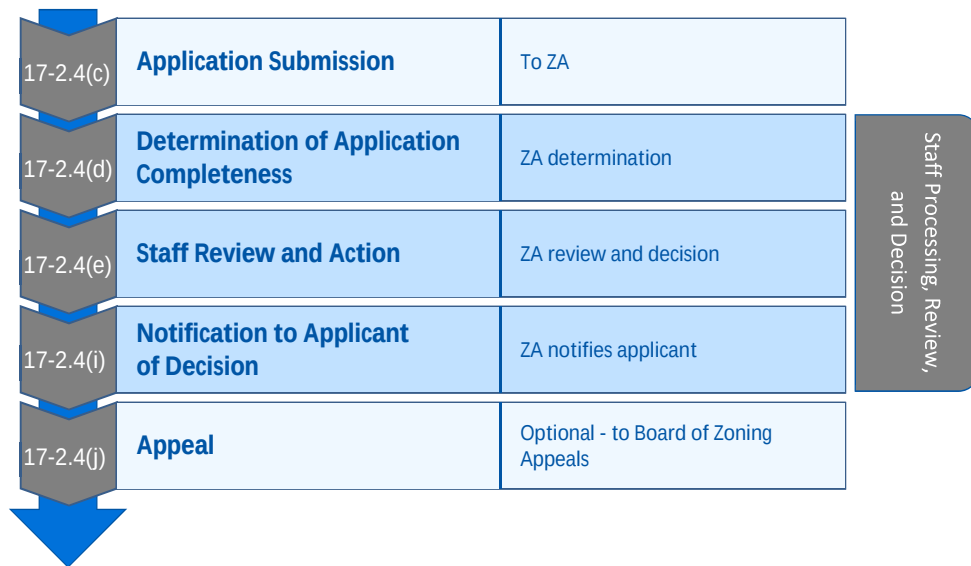
The purpose of this subsection is to establish a uniform mechanism for ensuring that all proposed development is consistent with applicable standards of this Ordinance.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Zoning Permits.
- b. Approval of a Zoning Permit is required prior to the issuance of a Building Permit or the commencement of any development.

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(q) Zoning Permit****(3) Zoning Permit Procedure**

Figure 17-2.5(q) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Zoning Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(q): Summary of Zoning Permit Procedure**a. Application Submission**

Required (see Sec. 17-2.4(c), Application Submission).

b. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

c. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(q)(4), Zoning Permit Decision Standards. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
2. If a Building Permit is required for development approved in a Zoning Permit, the Zoning Permit shall automatically expire and be void if a Building Permit for the development is not approved within six months from the date the permit is issued, or in the case of a Special Exception Permit, Conditional Use Permit, or variance, within any time limit established in the permit approval.

3. If a Building Permit is not required for development approved in a Zoning Permit, the Zoning Permit shall automatically expire and be void if the development has not begun within six months from the date the Zoning Permit is issued.
4. A Zoning Permit shall automatically expire and be void if the development described in the permit is not substantially completed within one year of the date the permit is issued, except as follows:
 - (i) In the case of a Special Exception, development shall be substantially completed within any time limit established in accordance with Sec. 17-2.5(e), Special Exception Permit; or
 - (ii) In the case of development which may reasonably be expected to require more than one year for completion, the ZA may specify a time limit in excess of one year at the time of original issuance of the Zoning Permit.
5. Upon written application submitted by the applicant at least 30 days prior to the expiration of the approval of a Zoning Permit and upon a showing of good cause, the ZA may grant one extension of the time frame of approval not to exceed six months.

d. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

e. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Zoning Permit Decision Standards

An application for a Zoning Permit shall be approved upon a finding that the applicant demonstrates that the proposed development complies with all applicable standards in this Ordinance and all other applicable City codes and regulations.

(r) Administrative Adjustment

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for the ZA to approve minor deviations from the dimensional or design standards of this Ordinance in specific circumstances in order to better accomplish the purposes of this Ordinance.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for administrative adjustments.
- b. An administrative adjustment may be requested and granted for up to ten percent of any numeric parking standard set out in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces, and up to 20 percent of

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

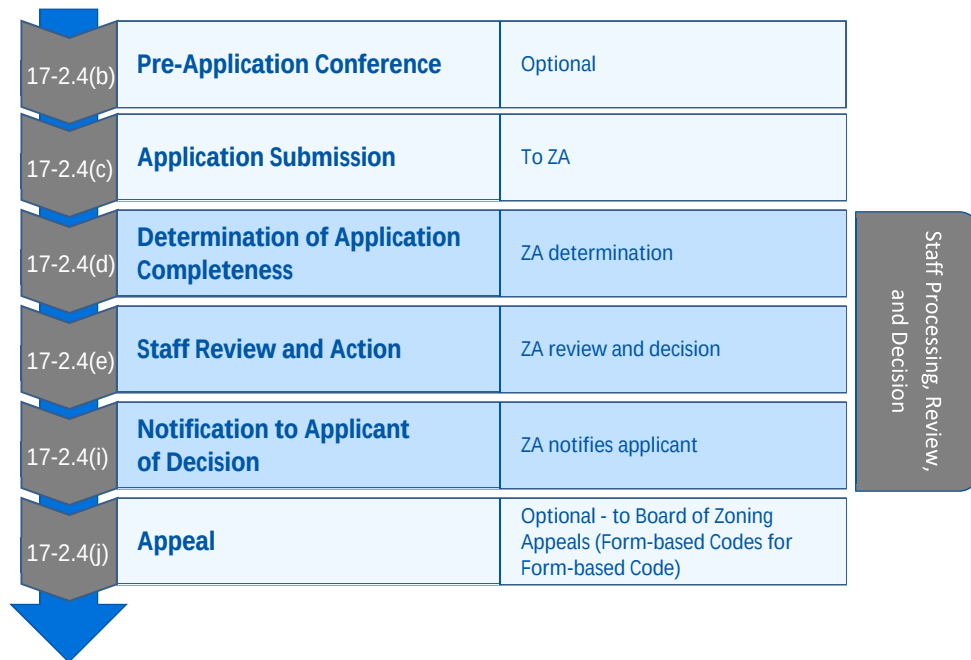
(r) Administrative Adjustment

any numeric dimensional standard governing lot width, lot area, building height, or building setback set out in Article 3: Zoning Districts.

(3) Administrative Adjustment Procedure

Figure 17-2.5(r) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for an administrative adjustment. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(r): Summary of Administrative Adjustment Procedure



a. Pre-Application Conference

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The ZA shall review and make a decision on the application in accordance with Sec. 17-2.5(r)(4), Administrative Adjustment Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
- (ii) Approve the application subject to conditions of approval;

- (iii) Approve a lesser modification than requested by the applicant;
 - (iv) Approve a lesser modification than requested by the applicant subject to conditions of approval; or
 - (v) Deny the application.
2. Approval of an administrative adjustment authorizes only the particular administrative adjustment that is approved. It does not exempt the applicant from the responsibility to obtain all other development approvals and permits required by this Ordinance and any other applicable laws, and does not indicate that the development for which the administrative adjustment is granted should receive other development approvals or permits under this Ordinance unless the relevant and applicable portions of this Ordinance or any other applicable laws are met. Unless it expires, an administrative adjustment, including any conditions of approval, shall run with the land, shall be binding on the landowners and their successors and assigns, and shall not be affected by a change in ownership.
 3. If a maximum time frame for development to begin and/or be completed is established as a condition of approval, approval of an administrative adjustment shall expire and be void upon the lapse of the specified time frame if the development is not begun and/or completed.
 4. If a maximum time frame for development to begin is not established as a condition of approval, approval of an administrative adjustment shall automatically expire and be void six months from the date of approval of the administrative adjustment if a Building Permit has not been issued for the development approved in the Administrative Adjustment, or, if a Building Permit is not required, if development has not commenced.
 5. Upon written application submitted by the applicant at least 30 days prior to the expiration of the approval of an administrative adjustment and upon a showing of good cause, the ZA may grant one extension of the time frame of approval not to exceed six months.
- e. Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
- f. Appeal**
Optional (see Sec. 17-2.4(j), Appeal).
- (4) Administrative Adjustment Decision Standards**
An application for an administrative adjustment shall be approved upon a finding that the applicant demonstrates that all of the following standards are met:

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(s) Variance – Zoning

1. The administrative adjustment does not exceed the maximum allowed in accordance with Sec. 17-2.5(r)(2)b;
2. The administrative adjustment is consistent with the character of development on surrounding land, and is compatible with surrounding land uses;
3. The administrative adjustment:
 - (i) Is required to compensate for some unusual aspect of the site or the proposed development that is not shared by landowners in general;
 - (ii) Supports an objective or goal from the purpose and intent statements of the zoning district(s) where it is located; or
 - (iii) Is proposed to save healthy existing trees;
4. The administrative adjustment will not pose a danger to the public health or safety;
5. Any adverse impacts will be mitigated, to the maximum extent practicable; and
6. The site is not subject to a series of multiple, incremental administrative adjustments that result in a reduction in development standards by the maximum allowed.

(s) Variance – Zoning

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for allowing certain deviations from specific dimensional standards of this Ordinance when their strict application would result in unnecessary hardship.

(2) Applicability

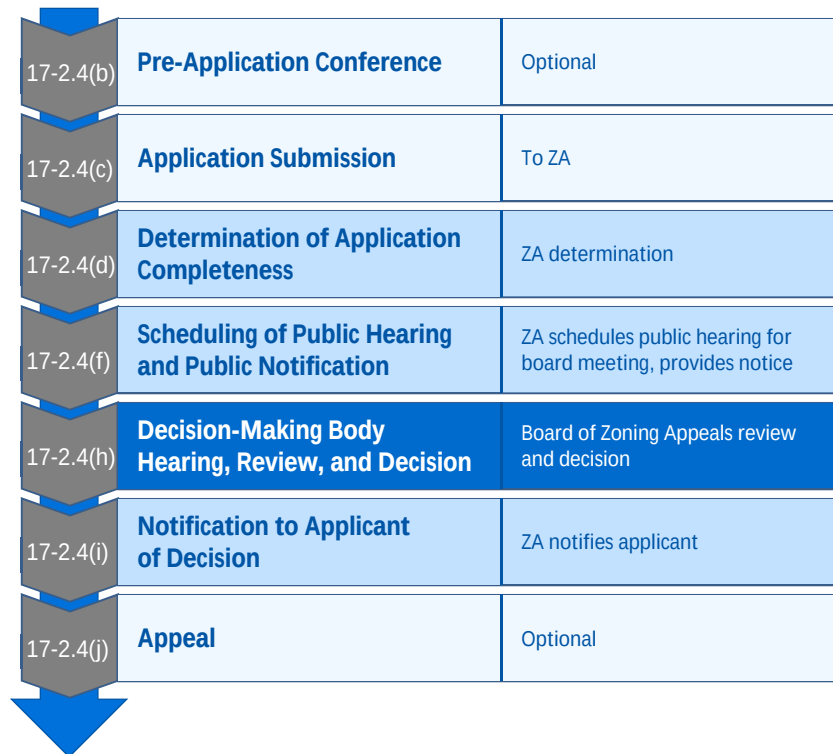
The procedures and standards in this subsection apply to the review of and decision on applications for a variance from the following standards:

1. The dimensional standards in Article 3: Zoning Districts;
2. The standards in Article 5: Development Standards; and
3. Standards specific to a Form-based Code.

(3) Variance – Zoning Procedure

Figure 17-2.5(s) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Variance – Zoning. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(s): Summary of Variance – Zoning Procedure

**a. Pre-Application Conference**

Optional (see Sec. 17-2.4(b), Pre-Application Conference).

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

e. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. The Board of Zoning Appeals or the Board of Zoning Appeals – Form-based Codes, in accordance with Sec. 17-2.2, Summary Table of

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(s) Variance – Zoning**

Development Review Responsibilities, shall review and make a decision on the application in accordance with Sec. 17-2.5(s)(4), Variance – Zoning Decision Standards. The decision shall be one of the following:

- (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
2. Conditions of approval may affect the location, character, or other features of the proposed building, structure or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare.
 3. Approval of a variance authorizes only the particular relief approved. It does not exempt the applicant from the responsibility to obtain all other approvals required by this Ordinance and any other applicable laws, and does not indicate that the development for which the variance is granted should receive other development approvals or permits under this Ordinance unless the relevant and applicable portions of this Ordinance or any other applicable laws are met. Unless it expires, a variance, including any conditions of approval, shall run with the land, shall be binding on the landowners and their successors and assigns, and shall not be affected by a change in ownership.
 4. As a condition of approval, the board making the decision may establish a time frame within which the development for which the variance is requested shall begin and/or be completed. The variance shall automatically expire and be void upon the lapse of the established time frame if the development for which the variance is granted is not begun and/or completed. Any established time frame shall not exceed two years and shall not be less than the effective period for any vested right that pertains to the same development.
- f. Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
- g. Appeal**
Optional (see Sec. 17-2.4(j), Appeal). Appeals from the final decision of the Board of Zoning Appeals or the Board of Zoning Appeals – Form-based Codes on an application for a variance are governed by S.C. Code § 6-29-820 et seq.

(4) Variance – Zoning Decision Standards**a. Required Findings**

A variance may be granted by the Board of Zoning Appeals or the Board of Zoning Appeals – Form-based Codes if the board finds the applicant demonstrates by competent, substantial evidence that the strict enforcement of any appropriate dimensional, development, design, or performance standard subject to a variance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board finds the applicant demonstrates the following:

- (i)** There are extraordinary and exceptional conditions pertaining to the particular piece of property;
- (ii)** These conditions do not generally apply to other properties in the vicinity;
- (iii)** These conditions are not the result of the applicant's own actions;
- (iv)** Because of these conditions, the application of this Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property;
- (v)** The authorization of the variance will not be of substantial detriment to adjacent property or to the public good, and the character of the zoning district where the property is located will not be harmed by the granting of the variance;
- (vi)** The reasons set forth in the application justify the granting of the variance, and the variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- (vii)** The granting of the variance will be in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

b. Limitations

The board making the decision on the application may not grant a variance, the effect of which would do the following:

- (i)** Permit a use of land or a structure that is not allowed in the applicable zoning district;
- (ii)** Allow the physical extension of a nonconforming use; or
- (iii)** Change the zoning district boundaries shown on the Official Zoning Map.

c. Not Grounds for Granting Variance

The following do not constitute grounds for the granting of a variance:

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(t) Variance – Land Development (Subdivision)**

- (i) The nonconforming use of neighboring lands, structures, or buildings in the same zoning district that applies to the land for which the variance is sought;
- (ii) Any permitted use of lands, structures or buildings in zoning districts other than the zoning district that applies to the land for which the variance is sought; or
- (iii) The fact that land may be utilized more profitably should a variance be granted.

(t) Variance – Land Development (Subdivision)**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism for allowing certain deviations from the standards in Article 6: Land Development (Subdivision) Standards, when their strict application would result in unnecessary hardship.

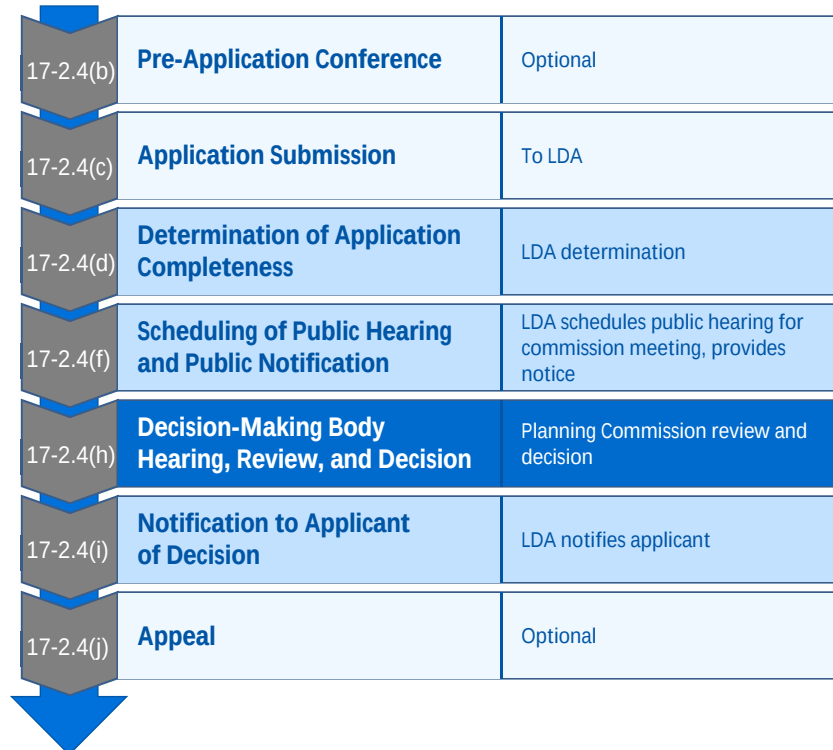
(2) Applicability

The procedures and standards in this subsection apply to the review of and decision on applications for a variance from the standards in Article 6: Land Development (Subdivision) Standards.

(3) Variance – Land Development (Subdivision) Procedure

Figure 17-2.5(t) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Variance – Land Development (Subdivision). Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(t): Summary of Variance – Land Development (Subdivision) Procedure



- a. Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- e. Decision-making Body Hearing, Review, and Decision**
Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(t) Variance – Land Development (Subdivision)**

1. The Planning Commission shall review and make a decision on the application in accordance with Sec. 17-2.5(t)(4), Variance – Land Development (Subdivision) Standards, , taking into consideration any recommendations from other City staff. The decision shall be one of the following:
 - (i) Approve the application as submitted;
 - (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
2. Conditions of approval may affect the location, character, or other features of the proposed building, structure or use as the commission may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare.
3. Approval of a variance authorizes only the particular relief approved. It does not exempt the applicant from the responsibility to obtain all other approvals required by this Ordinance and any other applicable laws, and does not indicate that the development for which the variance is granted should receive other development approvals or permits under this Ordinance unless the relevant and applicable portions of this Ordinance or any other applicable laws are met. Unless it expires, a variance – land development (subdivision), including any conditions of approval, shall run with the land, shall be binding on the landowners and their successors and assigns, and shall not be affected by a change in ownership.
4. As a condition of approval, the commission may establish a time frame within which the development for which the variance is requested shall be begun and/or completed. The variance shall expire and be void upon the lapse of the established time frame if the development for which the variance is granted is not begun and/or completed. Any established time frame shall not exceed two years and shall not be less than the effective period for any vested right that pertains to the same development.

f. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

g. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Variance – Land Development (Subdivision) Standards**a. Required Findings**

A variance – land development (subdivision) may be granted by the Planning Commission if it finds the applicant has demonstrated that the strict enforcement of any land development (subdivision) standard would

result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the commission finds in writing all of the following:

- (i) There are extraordinary and exceptional conditions, such as a peculiar shape or topography, pertaining to the particular piece of property;
- (ii) These conditions do not generally apply to other properties in the vicinity;
- (iii) These conditions are not the result of the applicant's own actions;
- (iv) Because of these conditions, the application of this Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property;
- (v) The authorization of the variance will not be of substantial detriment to adjacent property or to the public good, and the character of the zoning district where the property is located will not be harmed by the granting of the variance;
- (vi) The reasons set forth in the application justify the granting of the variance, and the variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- (vii) The granting of the variance will be in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

b. Not Grounds for Granting Variance

The following do not constitute grounds for the granting of a Variance:

- (i) The nonconforming use of neighboring lands, structures, or buildings in the same zoning district that applies to the land for which the variance is sought;
- (ii) Any permitted use of lands, structures or buildings in zoning districts other than the zoning district that applies to the land for which the variance is sought; or
- (iii) The fact that land may be utilized more profitably should a variance be granted.

(u) Appeal – Zoning

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for appeal to the Board of Zoning Appeals or the Board of Zoning Appeals – Form-based Codes from an action or decision of the ZA.

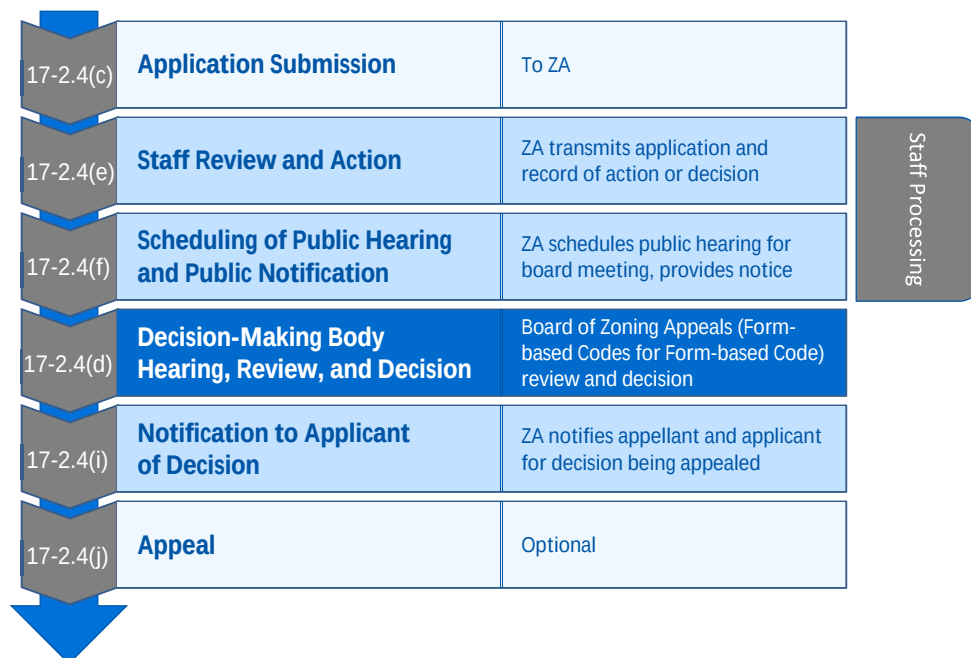
Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(u) Appeal – Zoning****(2) Applicability**

Any person aggrieved or any officer, department, board or bureau of the City affected by an action or decision made by the ZA, including any order, requirement, decision, determination, or written interpretation, may appeal to either the Board of Zoning Appeals or the Board of Zoning Appeals – Form-based Codes, in accordance with Sec. 17-2.2, Summary Table of Development Review Responsibilities, in accordance with the procedures and standards in this subsection.

(3) Appeal – Zoning Procedure

Figure 17-2.5(u) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to an Appeal – Zoning. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(u): Summary of Appeal – Zoning Procedure

**a. Application Submission**

Required (see Sec. 17-2.4(c), Application Submission). An Appeal-Zoning application shall specify the grounds for the appeal and shall be submitted to the ZA within 30 days after receipt of notice of the action or decision being appealed.

b. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). On receiving the application, the ZA shall transmit the appeal to the appellate board, in accordance with Sec. 17-2.2, Summary Table of Development Review ,

along with a copy of the application and the record upon which the action or decision appealed from is made.

c. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

d. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

1. Within 30 business days of receipt of the appeal, the appellate board shall hear the appeal. The appellate board shall make a decision on the application in accordance Sec. 17-2.5(u)(4), Appeal – Zoning Decision Standards, within ten business days of the conclusion of the hearing, or, if applicable, the rehearing. The decision shall be one of the following:

- (i)** Affirmation of the action or decision, in whole or in part;
- (ii)** Modification of the action or decision, in whole or in part (in modifying the decision, the deciding board shall have all the powers of the ZA); or
- (iii)** Reversal of the action or decision, in whole or in part, by majority vote (in reversing the decision, the deciding board shall have all the powers of the ZA).

2. All final decisions and orders of the appellate board shall be in writing and be permanently filed in the office of the ZA. All findings of fact and conclusions of law shall be separately stated in final decisions or orders of the board.

e. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision). Notification of the final decision shall be sent by certified mail to the appellant and to the applicant for the decision being appealed (if different from the appellant) following the filing of the final decision in accordance with Sec. 17-2.5(u)(3)d.2 above.

f. Appeal

Optional (see Sec. 17-2.4(j), Appeal). Appeals from the final decision of the appellate board are governed by S.C. Code § 6-29-820 et seq.

(4) Appeal – Zoning Decision Standards

a. The appellate board may modify or reverse an action or decision of the ZA on finding, based on clear and substantial evidence in the record:

1. The ZA made an error in determining whether a standard was met. The record must indicate that an error in judgment occurred or facts,

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(v) Appeal – Land Development (Subdivision)**

plans, or regulations were misread in determining whether the particular standard was or was not met;

2. The ZA made the decision based on a standard not contained in this Ordinance or other appropriate City ordinances, regulations, or State law; or
 3. The ZA made an error in applying a standard.
- b. Unless the appellate board makes one of the determinations in subparagraph a above, it shall affirm the ZA's action or decision.

(5) Effect of Pending Appeal

A pending appeal stays all proceedings in furtherance of the action or decision appealed from, unless the ZA certifies to the board hearing the appeal that, because of facts stated in the certificate, a stay would, in the ZA's opinion, cause imminent peril to life or property. In that case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board hearing the appeal or by a court of record on application, on notice to the ZA, and on due cause shown.

(v) Appeal – Land Development (Subdivision)**(1) Purpose**

The purpose of this subsection is to establish a uniform mechanism for appeal to the Planning Commission from an action or decision of the LDA or a decision of the City Engineer on an application for a Major Subdivision Final Plat.

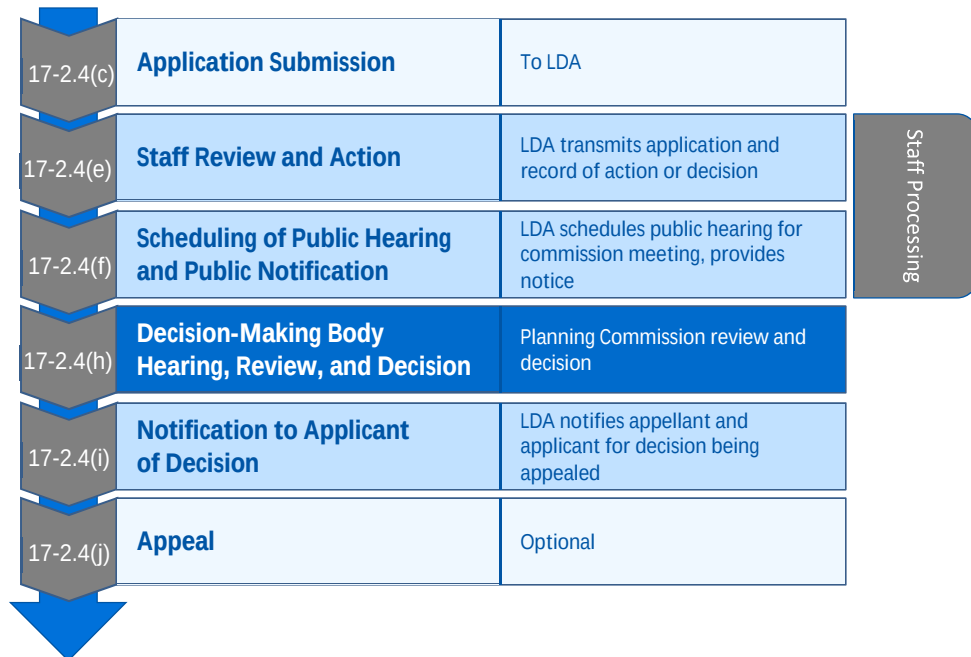
(2) Applicability

Any party in interest may appeal an action or decision made by the LDA, including any order, requirement, decision, determination, or written interpretation, or a decision of the City Engineer on an application for a Major Subdivision Final Plat, to the Planning Commission in accordance with the procedures and standards in this subsection.

(3) Appeal – Land Development (Subdivision) Procedure

Figure 17-2.5(v) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to an Appeal – Land Development (Subdivision). Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(v): Summary of Appeal – Land Development (Subdivision) Procedure

**a. Application Submission**

Required (see Sec. 17-2.4(c), Application Submission). An Appeal – Land Development (Subdivision) application shall specify the grounds for the appeal and shall be submitted to the LDA within 30 days after receipt of notice of the action or decision being appealed.

b. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action). On receiving the application, the LDA shall transmit the appeal to the Planning Commission, along with a copy of the application and the record upon which the action or decision appealed from is made.

c. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

d. Decision-making Body Hearing, Review, and Decision

Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).

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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(v) Appeal – Land Development (Subdivision)

1. Within 60 days of receipt of the application, the Planning Commission shall review and make a decision on the application in accordance with Sec. 17-2.5(v)(4), Appeal – Land Development (Subdivision) Decision Standards. The decision shall be one of the following:
 - (i) Affirmation of the decision, in whole or in part;
 - (ii) Modification of the decision, in whole or in part; or
 - (iii) Reversal of the decision, in whole or in part.
 2. The Planning Commission's final decision shall be in writing and include findings of fact and conclusions of law separately stated.
- e. Notification to Applicant of Decision**
- Required (see Sec. 17-2.4(i), Notification to Applicant of Decision). Notification of the final decision shall be sent by certified mail to the appellant and to the applicant for the decision being appealed (if different from the appellant).
- f. Appeal**
- Optional (see Sec. 17-2.4(j), Appeal). Appeals from the final decision of the Planning Commission on an appeal application are governed by S.C. Code § 6-29-1150 et seq.

(4) Appeal – Land Development (Subdivision) Decision Standards

- a. The Planning Commission may modify or reverse an decision of the LDA or City Engineer on finding, based on clear and substantial evidence in the record:
 1. The LDA or City Engineer, as applicable, made an error in determining whether a standard was met. The record must indicate that an error occurred or facts, plans, or regulations were misread in determining whether the particular standard was or was not met;
 2. The LDA or City Engineer, as applicable, made the decision based on a standard not contained in this Ordinance or other appropriate City ordinances, regulations, or State law; or
 3. The LDA or City Engineer, as applicable, made an error in applying a standard.
- b. Unless the Planning Commission makes one of the determinations in subparagraph a above, it shall affirm the LDA's or the City Engineer's decision.

(5) Effect of Pending Appeal

A pending appeal stays all proceedings in furtherance of the action or decision appealed from, unless the LDA certifies to the Planning Commission that, because of facts stated in the certificate, a stay would, in the LDA's opinion, cause imminent peril to life or property. In that case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the

Planning Commission or by a court of record on application, on notice to the LDA, and on due cause shown.

(w) Interpretation – Zoning

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for rendering formal written interpretations of any provision of this Ordinance other than standards that directly pertain to subdivision or site plan approval.

(2) Applicability

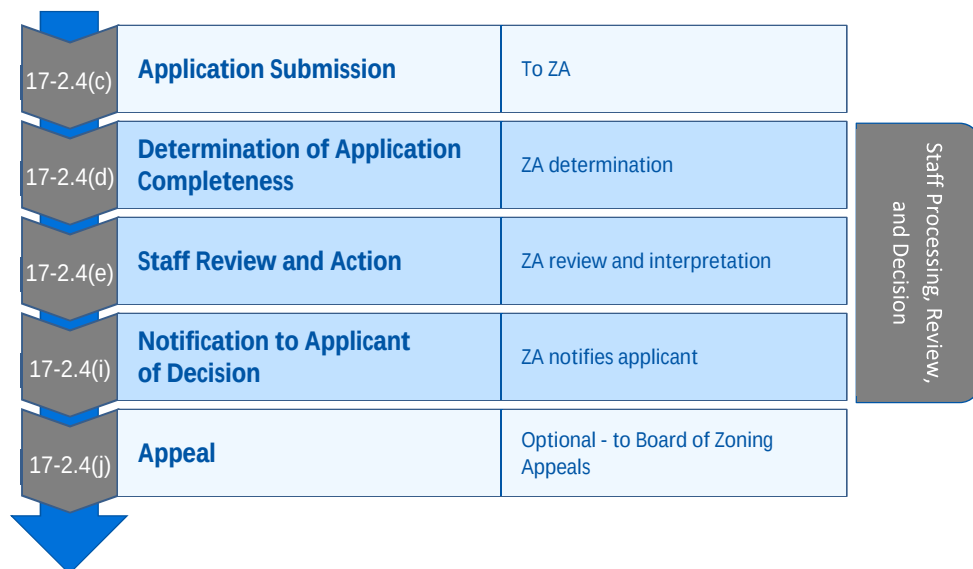
The ZA is responsible for rendering interpretations, in accordance with this procedures and standards in this subsection, of all provisions of this Ordinance that do not directly pertain to subdivision or site plan approval, including, but not limited to:

1. Interpretations of the text, including standards;
2. Interpretations of the zoning district boundaries;
3. Interpretations of whether an unlisted use in the use tables in Article 4: Use Regulations, is comparable to a listed use or not, and should be allowed in a zoning district or prohibited in that district; and
4. Interpretations of compliance with a condition of approval.

(3) Interpretation – Zoning Procedure

Figure 17-2.5(w) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to an Interpretation – Zoning. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(w): Summary of Interpretation – Zoning Procedure



Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(w) Interpretation – Zoning**

a. Application Submission

Required (see Sec. 17-2.4(c), Application Submission). An application for a formal written interpretation may be submitted only by a person with a direct interest in the matter requested for interpretation (e.g., landowner or contract purchaser of property in the City, applicant for or holder of an affected development approval or permit). The application shall include a statement of the applicant's direct interest.

b. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

c. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The ZA shall review the application, consult with the City Attorney and other affected City staff, and render a formal written interpretation in accordance with Sec. 17-2.5(w)(4), Interpretation – Zoning Standards. The interpretation shall be in a form approved by the City Attorney and shall constitute the decision on the application.
2. A formal written interpretation shall be binding on subsequent decisions by the ZA in applying the same provision of this Ordinance.

d. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

e. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Interpretation – Zoning Standards**a. Text Provisions**

Interpretation of the provision's text and its application shall be based on Sec. 17-9.1, General Rules for Construction and Interpretation, Sec. 17-1.6, Relationship with Other Laws, Covenants, or Deeds, and considerations including, but not limited to, the following:

- (i) The plain meaning of the provision's wording, considering any terms specifically defined in Sec. 17-9.4, Definitions, and the common and accepted usage of terms; and
- (ii) The purpose of the provision, as indicated by:
 - (a) Any purpose statement in the section(s) where the text is located;
 - (b) The provision's context and consistency with surrounding and related provisions;
 - (c) Any legislative history related to the provision's adoption;

(d) The general purposes served by this Ordinance, as set forth in Sec. 17-1.3, General Purpose and Intent; and

(e) The Comprehensive Plan.

b. Unspecified Uses

Interpretation of whether an unspecified use is similar to a use or is prohibited in a zoning district shall be based on Sec. 17-9.3(b), Interpretation of Unlisted Uses, and whether the interpretation is in accordance with the Comprehensive Plan.

c. Official Zoning Map Boundaries

Interpretation of zoning district boundaries on the Official Zoning Map shall be in accordance with the standards in Sec. 17-1.7(d), Zoning District Boundaries.

d. Conditions of Approval

Interpretation of conditions of approval included in development approvals and permits approved in accordance with the procedures and standards of this Ordinance shall consider the review standards for the particular development approval or permit, the record of the meeting(s) and hearing(s) where the approval was made, and other relevant parts of the record of the approval.

(5) Official Record of Interpretations

The ZA shall maintain a record of formal written interpretations rendered by the ZA, which shall be available, upon reasonable request and during normal business hours, in the ZA's office.

(x) Interpretation – Land Development (Subdivision)

(1) Purpose

The purpose of this subsection is to establish a uniform mechanism for rendering formal written interpretations of standards that directly pertain to subdivision or site plan approval.

(2) Applicability

The LDA is responsible for rendering interpretations, in accordance with the procedures and standards in this subsection, of all standards in this Ordinance that standards that directly pertain to subdivision or site plan approval, including, but not limited to:

1. Interpretations of the text, including standards, and
2. Interpretations of compliance with a condition of approval.

(3) Interpretation – Land Development (Subdivision) Procedure

Figure 17-2.5(x) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to an Interpretation – Land

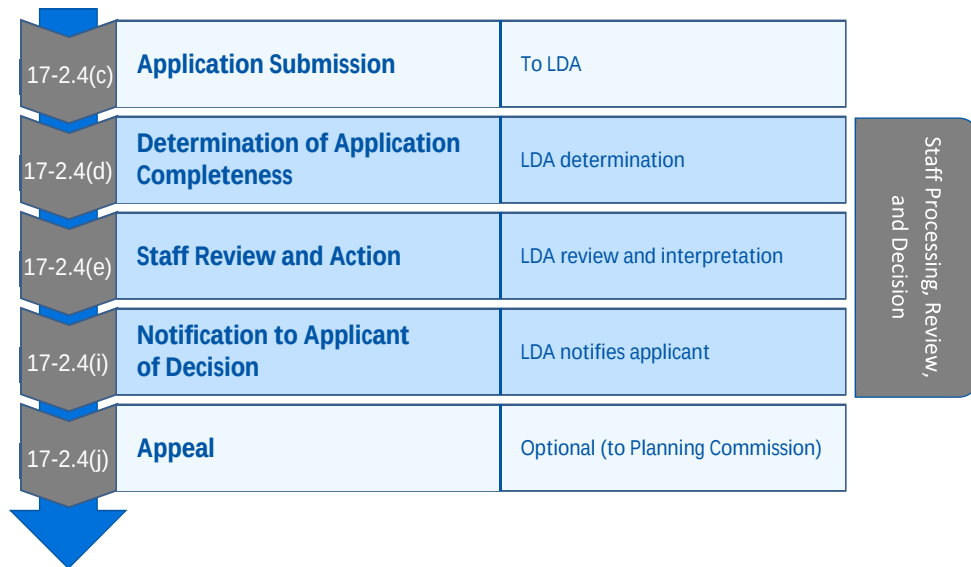
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Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(x) Interpretation – Land Development (Subdivision)

Development (Subdivision). Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(x): Summary of Interpretation – Land Development (Subdivision) Procedure



a. Application Submission

Required (see Sec. 17-2.4(c), Application Submission). An application for a formal written interpretation may be submitted only by a person with a direct interest in the matter requested for interpretation (e.g., landowner or contract purchaser of property in the City, applicant for or holder of an affected development approval or permit). The application shall include a statement of the applicant's direct interest.

b. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

c. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

1. The LDA shall review the application, consult with the City Attorney and other affected City staff, and render a formal written interpretation in accordance with Sec. 17-2.5(x)(4), Interpretation – Land Development (Subdivision) Standards. The interpretation shall be in a form approved by the City Attorney and shall constitute the decision on the application.
2. A formal written interpretation shall be binding on subsequent decisions by the LDA in applying the same provision of this Ordinance.

d. Notification to Applicant of Decision

Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).

e. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Interpretation – Land Development (Subdivision) Standards**a. Text Provisions**

Interpretation of the provision's text and its application shall be based on Sec. 17-9.1, General Rules for Construction and Interpretation, Sec. 17-1.6, Relationship with Other Laws, Covenants, or Deeds, and considerations including, but not limited to, the following:

- (i) The plain meaning of the provision's wording, considering any terms specifically defined in Sec. 17-9.4, Definitions, and the common and accepted usage of terms; and
- (ii) The purpose of the provision, as indicated by:
 - (a) Any purpose statement in the section(s) where the text is located;
 - (b) The provision's context and consistency with surrounding and related provisions;
 - (c) Any legislative history related to the provision's adoption;
 - (d) The general purposes served by this Ordinance, as set forth in Sec. 17-1.3, General Purpose and Intent; and
 - (e) The Comprehensive Plan.

b. Conditions of Approval

Interpretation of conditions of approval included in development approvals and permits approved in accordance with the procedures and standards of this Ordinance shall consider the review standards for the particular development approval or permit, the record of the meeting(s) and hearing(s) where the approval was made, and other relevant parts of the record of the approval.

(5) Official Record of Interpretation

The LDA shall maintain a record of formal written interpretations rendered by the LDA, which shall be available, upon reasonable request and during normal business hours, in the LDA's office.

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Article 3: Zoning Districts

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ARTICLE 3: ZONING DISTRICTS

Sec. 17-3.1 General

(a) Compliance with Zoning District Standards

Land in the City shall not be developed except in accordance with the zoning district regulations of this article, and all other relevant provisions of this Ordinance.

(b) Lots of Record

New structures shall only be erected on lots of record.

(c) Establishment of Zoning Districts

This Ordinance establishes the base, planned development and overlay zoning districts identified in Table 17-3.1(c): Establishment of Zoning Districts. The boundaries of each of the zoning districts are identified on the Official Zoning Map.

TABLE 17-3.1(C): ESTABLISHMENT OF ZONING DISTRICTS	
BASE ZONING DISTRICTS	
RESIDENTIAL DISTRICTS	
T/C: Transitional/Conservation District	
LL-R: Large Lot - Reserve District	
RSF-1: Residential Single Family - Large Lot District	
RSF-2: Residential Single Family - Medium Lot District	
RSF-3: Residential Single Family - Small Lot District	
RD: Residential Two-Family District	
RD-MV: Residential Two-Family - Mill Village District	
RM-S: Residential Mixed - Small Scale District	
RM-M: Residential Mixed - Medium Scale District	
MIXED-USE, ACTIVITY CENTER, AND CORRIDOR DISTRICTS	
MU-L: Mixed-Use - Low Density District	
MU-M: Mixed-Use - Medium Density District	
AC-N: Activity Center - Neighborhood District	
COR-N: Neighborhood Activity Corridor District	
AC/C-C: Activity Center/Corridor - Community District	
AC/C-R: Activity Center/Corridor - Regional District	
O-I: Office and Institutional District	
AC-D: Activity Center - Downtown District	
GC: General Commercial District	
MC: Mixed Commercial District	
INSTITUTIONAL AND CAMPUS DISTRICTS	
INS-GEN: Institutional - General District	

Article 3: Zoning Districts

Sec. 17-3.1. General

(d) Organization of Zoning Districts

TABLE 17-3.1(c): ESTABLISHMENT OF ZONING DISTRICTS
INS-U/M: Institutional - University/Medical District
INS-ZOO: Institutional - Riverbanks Zoo and Gardens District
INS-FJ: Institutional - Fort Jackson District
INS-T/U: Institutional - Transportation/Utilities District
INDUSTRIAL DISTRICTS
LI: Light Industrial District
HI: Heavy Industrial District
EC: Employment Campus District
PLANNED DEVELOPMENT DISTRICTS
PD-#: Planned Development - General District
OVERLAY DISTRICTS
OV-A: Airport Safety Overlay District
OV-FW: Floodway Overlay District
OV-FP: Floodplain Overlay District
OV-5P: Five Points Design Overlay District
OV- ID: Innovista Design Overlay District
OV-NMC: North Main Corridor Design Overlay District
OV-CC: City Center Design Overlay District
OV-HP: Historic Preservation Overlay District
OV-GATE-#: Gateway Design Overlay District
OV-CCP: Community Character Protection Overlay District
OV-OAS: Outdoor Advertising Sign Overlay District
OV-HSV: Height and Setback View Corridor Protection Overlay District

(d) Organization of Zoning Districts**(1) Base Zoning Districts**

- a. Base zoning districts include Residential, Activity and Corridor, Institutional and Campus, and Industrial districts, as shown in Table 17-3.1(c): Establishment of Zoning Districts. Base districts are established initially by the City's adoption of this Ordinance, and subsequently by a Zoning Map Amendment (see Sec. 17-2.5(c), Zoning Map Amendment).
- b. The general purpose and standards of each base zoning district is set forth in Sec. 17-3.2, Residential Base Zoning Districts, through Sec. 17-3.5, Industrial Base Zoning Districts.
- c. For each base zoning district, the regulations set out the district's purpose, the intensity and dimensional standards applicable in the district, and reference other Ordinance standards generally applicable to development in the district. Each base zoning district also includes photographs depicting

a building form typical in the district and an illustration depicting how the district's dimensional standards apply to lots and typical building forms. Graphics are included for illustrative purposes and show the application of the dimensional and intensity standards to some of the uses allowed in the district.

(e) Planned Development Districts

- (1)** The general purpose of planned development (PD) districts, as shown in Table 17-3.1(B): Establishment of Zoning Districts, is set forth in Sec. 17-3.6, Planned Development Districts.
- (2)** Planned development districts are adopted by the City Council as zoning map amendments in accordance with Sec. 17-2.5(d), Planned Development. Each PD district name shall include a number that uniquely identifies the district. The name and location of the specific planned development district is shown on the Official Zoning Map and recorded, as appropriate.
- (3)** Planned development districts are subject to an approved PD Plan and PD Agreement, which establishes a plan for development parameters, and specific rules for individual PD districts. As provided in Sec. 17-2.5(d), Planned Development, the PD Plan and PD Agreement is included with the adopting ordinance, and recorded as appropriate.
- (4)** Lands may be reclassified from a base district to a planned development district in accordance with Sec. 17-2.5(d), Planned Development. Generally, PD districts require unified control of a parcel and allow for greater flexibility and a wider range of allowed uses than traditional base zoning districts allow, in return for innovative design and higher quality development. It is the intent of this Ordinance that PD Districts should be used sparingly.

(f) Overlay Districts

- (1)** Overlay zoning districts (see Table 17-3.1(C): Establishment of Zoning Districts), are established initially by the City's adoption of this Ordinance, and subsequently by approval of a zoning map amendment (see Sec. 17-2.5(c), Zoning Map Amendment).
- (2)** Standards governing development in an overlay zoning district shall apply in addition to, or instead of, the standards governing development in the underlying base zoning district or PD district, and may also provide a more flexible alternative to base zoning district standards. If the regulations governing an overlay district expressly conflict with those governing an underlying base zoning district, the regulations governing the overlay district shall control, unless expressly stated to the contrary. If land is classified into multiple overlay districts and the regulations governing one overlay district expressly conflict with those governing another overlay district, the more restrictive regulations shall control.

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Sec. 17-3.2 Residential Base Zoning Districts

(a) General Purpose of Residential Base Zoning Districts

The purpose of residential base zoning districts is to:

- (1) Support the development pattern and character of Columbia's established neighborhoods;
- (2) Provide a range of housing choices;
- (3) Encourage infill and redevelopment that is compatible with the districts' existing character;
- (4) Allow for small-scale, neighborhood-serving commercial uses; and
- (5) Ensure the requirements of this Ordinance are in accordance with the Comprehensive Plan.

(b) Established Residential Base Zoning Districts

The residential base zoning districts established by this Ordinance are identified in Table 17-3.2(b): Established Residential Base Zoning Districts.

TABLE 17-3.2(B): ESTABLISHED RESIDENTIAL BASE ZONING DISTRICTS
T/C: Transitional/Conservation District
LL-R: Large Lot - Reserve District
RSF-1: Residential Single Family - Large Lot District
RSF-2: Residential Single Family - Medium Lot District
RSF-3: Residential Single Family - Small Lot District
RD: Residential Two-Family District
RD-MV: Residential Two-Family - Mill Village District
RM-S: Residential Mixed - Small Scale District
RM-M: Residential Mixed - Medium Scale District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(c) T/C: Transitional/Conservation District****(c) T/C: Transitional/Conservation District****(1) Purpose**

The purpose of the Transitional/Conservation (T/C) District is to provide land on the edge of the City that is undeveloped or developed at a very low density and to conserve land. The T/C District is intended to accommodate land recently annexed into the City as an area that will one day be developed at suburban or urban density and intensity. Lands within the T/C District are intended either to be rezoned at the appropriate time to accommodate urban expansion or to remain in conservation.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

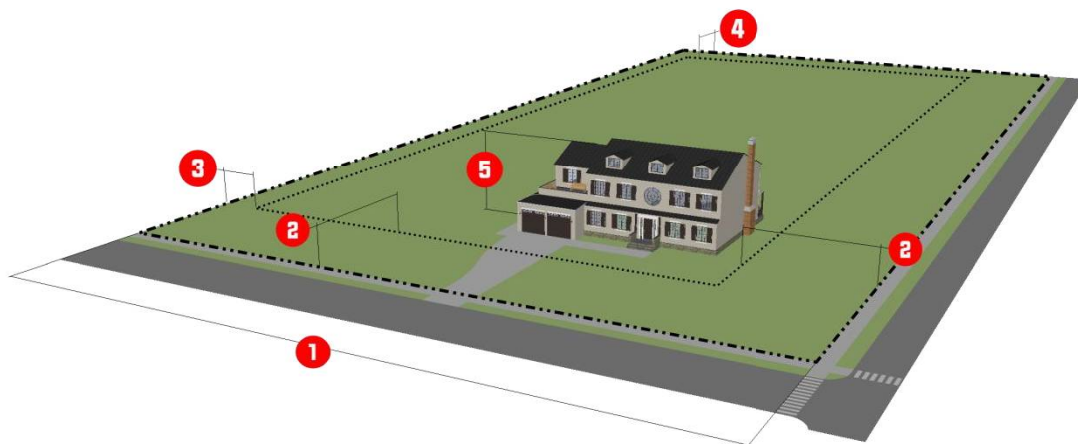
Standard	All Uses
Lot Area, min. (acres)	5
① Lot Width, min. (ft.)	150
Lot Coverage, max. (% of site area)	10
Density, max. (du/acre)	0.3
② Front Yard Setback, min. (ft.)	45
③ Side Yard Setback, min. (ft.)	15
④ Rear Yard Setback, min. (ft.)	30
⑤ Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(c) T/C: Transitional/Conservation District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(d) LL-R: Large Lot - Reserve District****(d) LL-R: Large Lot - Reserve District****(1) Purpose**

The purpose of the Large Lot - Reserve (LL-R) District is to reserve undeveloped or low-density land primarily located on the edge of the City. Lands within the LL-R District are intended to be rezoned at the appropriate time to accommodate urban expansion.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

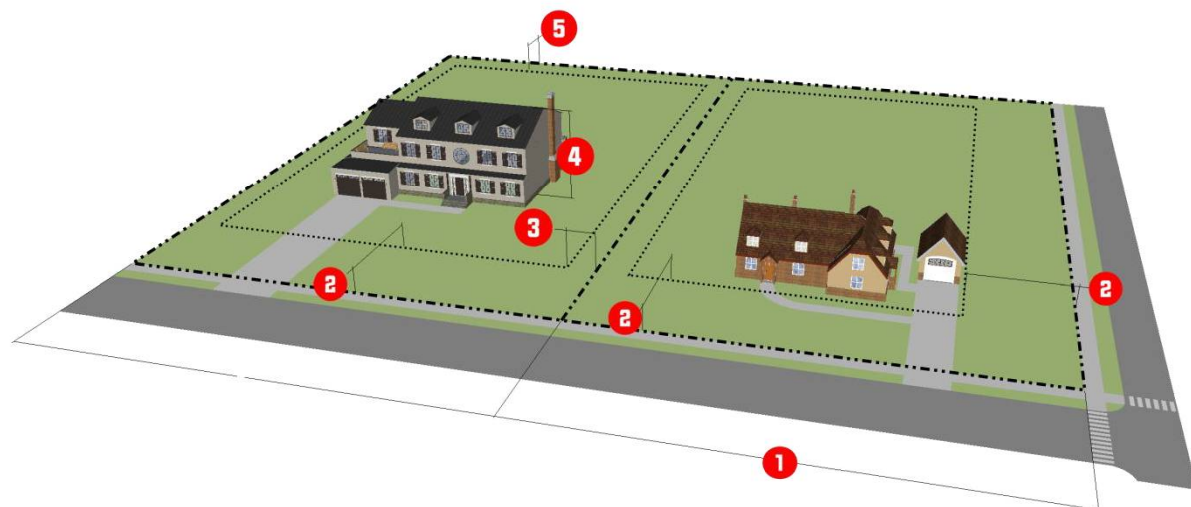
Standard	All Uses
Lot Area, min. (sf.)	40,000
1 Lot Width, min. (ft.)	150
Lot Coverage, max. (% of site area)	25
Density, max. (du/acre)	1.1
2 Front Yard Setback, min. (ft.)	35
3 Side Yard Setback, min. (ft.)	10
5 Rear Yard Setback, min. (ft.)	15
4 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(d) LL-R: Large Lot - Reserve District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

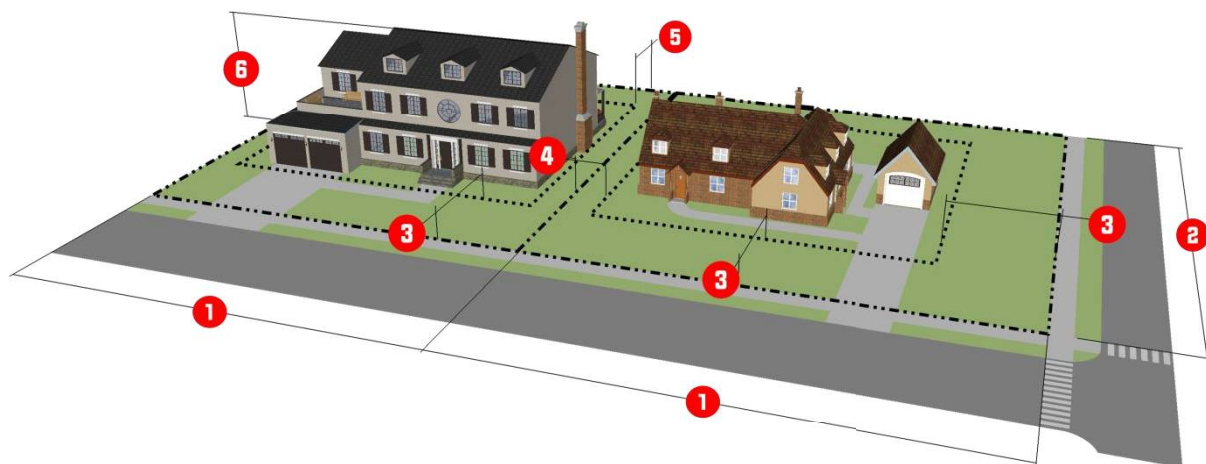
Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(e) RSF-1: Residential Single-Family - Large Lot District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(f) RSF-2: Residential Single-Family - Medium Lot District****(f) RSF-2: Residential Single-Family - Medium Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

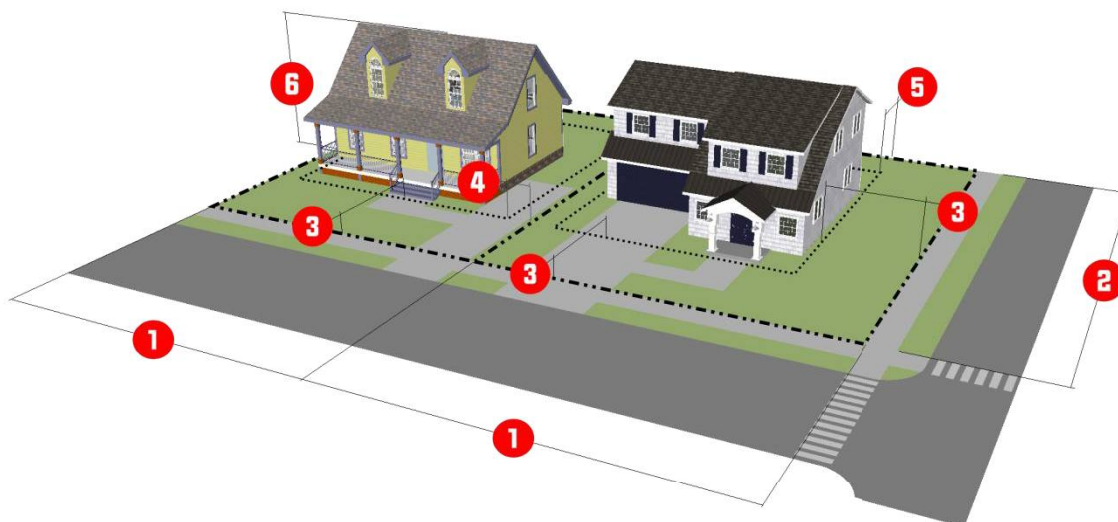
Standard	All Uses
Lot Area, min. (sf.)	10,000
1 Lot Width, min. (ft.)	60
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	30
Density, max. (du/acre)	4.4
3 Front Yard Setback, min. (ft.)	20
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(f) RSF-2: Residential Single-Family - Medium Lot District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(g) RSF-3: Residential Single-Family - Small Lot District****(g) RSF-3: Residential Single-Family - Small Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

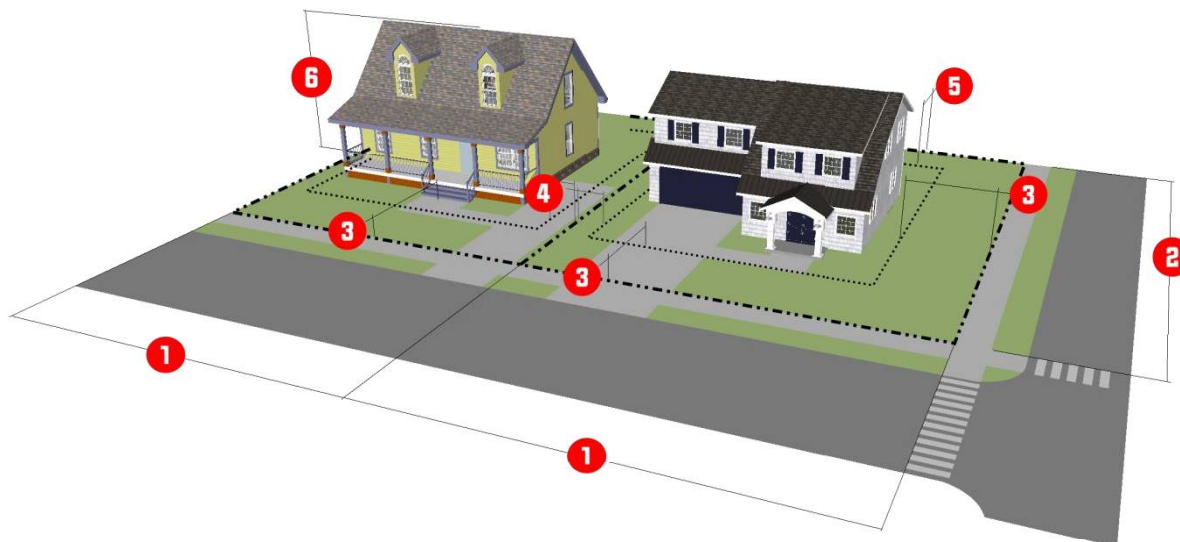
Standard	All Uses
Lot Area, min. (sf.)	3,500
1 Lot Width, min. (ft.)	50
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	8.7
3 Front Yard Setback, min. (ft.)	15
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(g) RSF-3: Residential Single-Family - Small Lot District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(h) RD: Residential Two-Family District****(h) RD: Residential Two-Family District****(1) Purpose**

The purpose of the Residential Two-Family (RD) District is to provide lands that accommodate a mix of single-family dwellings and two-family dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

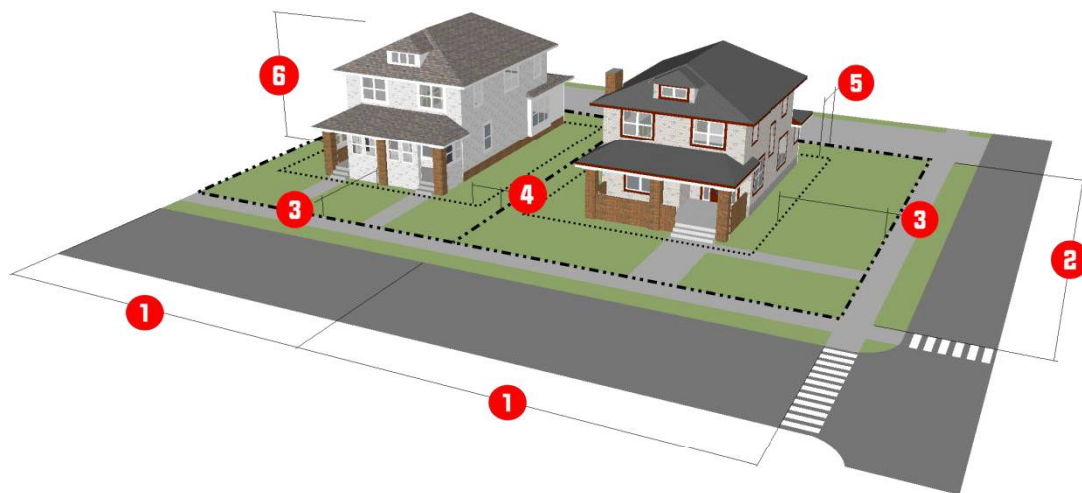
(3) Intensity and Dimensional Standards

Standard	Two-Family	All Other Uses
Lot Area, min. (sf.)	7,500 [1]	5,000
1 Lot Width, min. (ft.)		50
2 Lot Depth, min. (ft.)		70
Lot Coverage, max. (% of site area)		50
Density, max. (du/acre)		8
3 Front Yard Setback, min. (ft.)		20
4 Side Yard Setback, min. (ft.)		5
5 Rear Yard Setback, min. (ft.)		10
6 Building Height, max. (ft.)		40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

Article 3: Zoning Districts
 Sec. 17-3.2. Residential Base Zoning Districts
 (h) RD: Residential Two-Family District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(i) RD-MV: Residential Two-Family - Mill Village District****(i) RD-MV: Residential Two-Family - Mill Village District****(1) Purpose**

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

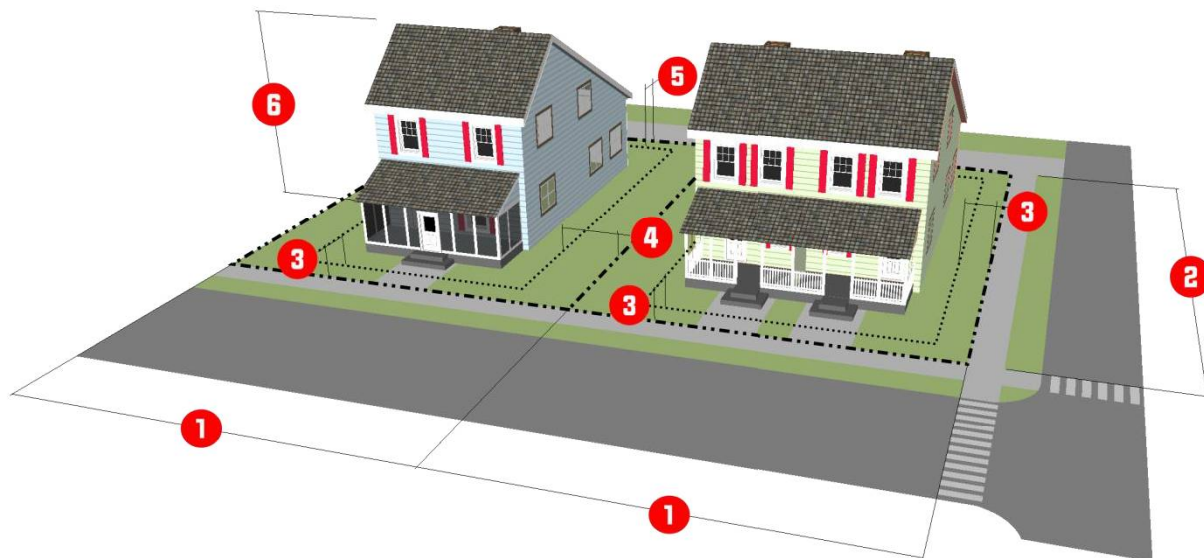
Standard	All Uses
Lot Area, min. (sf.)	3,300
1 Lot Width, min. (ft.)	50
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
3 Front Yard Setback, min. (ft.)	5
4 Side Yard Setback, min. (ft.)	10
5 Rear Yard Setback, min. (ft.)	5
6 Building Height, max. (ft.)	35

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

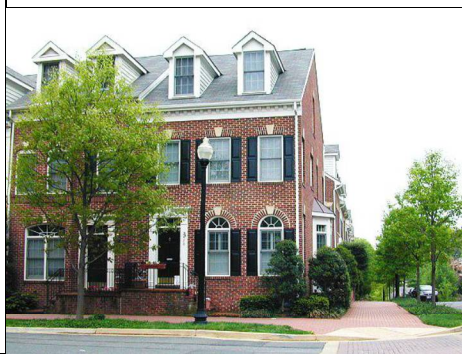
(i) RD-MV: Residential Two-Family - Mill Village District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(j) RM-S: Residential Mixed - Small Scale District****(j) RM-S: Residential Mixed - Small Scale District****(1) Purpose**

The purpose of the Residential Mixed - Small Scale (RM-S) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All uses
Lot Area, min. (sf.)	10,000
1 Lot Width, min. (ft.)	60
2 Lot Depth, min. (ft.)	[1]
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	35

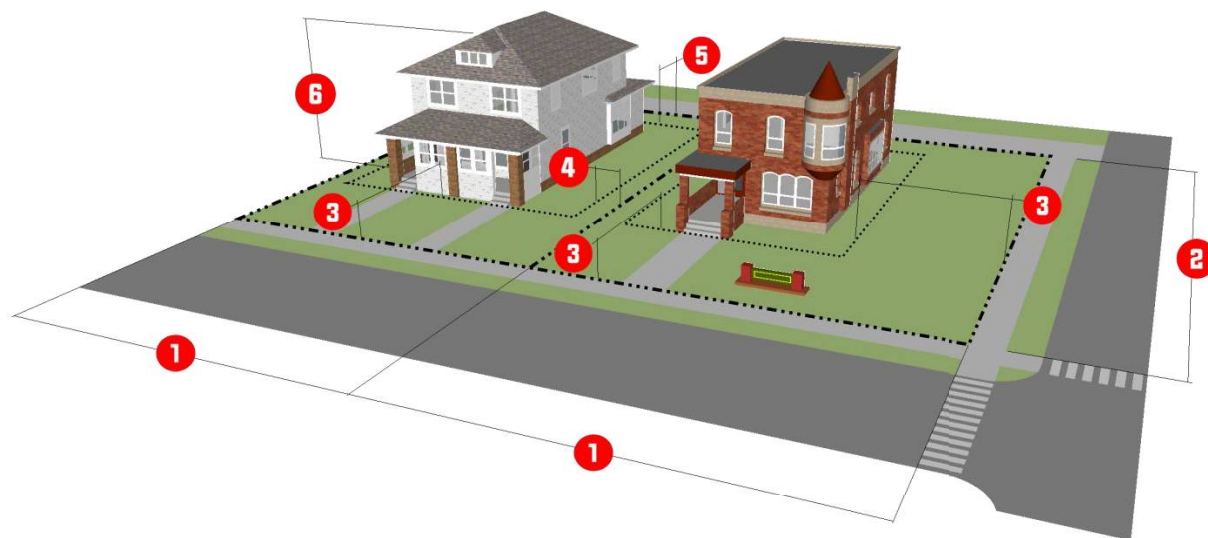
Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Lot depth for residential uses shall be 70 feet.

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(j) RM-S: Residential Mixed - Small Scale District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-M: Residential Mixed - Medium Scale District****(k) RM-M: Residential Mixed - Medium Scale District****(1) Purpose**

The purpose of the Residential Mixed - Medium Scale (RM-M) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,000
1 Lot Width, min. (ft.)	50
2 Lot Depth, min. (ft.)	[1]
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	15
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	65

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Lot depth for residential uses shall be a minimum of 70 feet.

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

(k) RM-M: Residential Mixed - Medium Scale District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

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Article 3: Zoning Districts

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts
 (a) General Purpose of Mixed-Use, Activity Center, and Corridor Base Zoning Districts

Sec. 17-3.3 Mixed-Use, Activity Center, and Corridor Base Zoning Districts

(a) General Purpose of Mixed-Use, Activity Center, and Corridor Base Zoning Districts

The purpose of mixed-use, activity center, and corridor base zoning districts is to:

- (1) Support mixed-use development and walkable urbanism at appropriate densities;
- (2) Provide centers of commerce, employment, and entertainment for residents and visitors;
- (3) Support development that is scaled to local, community, and regional needs;
- (4) Accommodate multiple modes of travel; and
- (5) Encourage high-quality design of the built environment and public spaces.

(b) Established Mixed-Use, Activity Center, and Corridor Base Zoning Districts

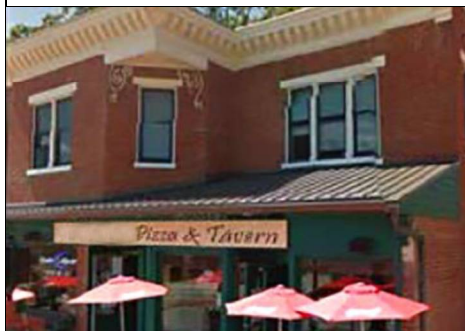
The mixed-use, activity center, and corridor base zoning districts established by this Ordinance are identified in Table 17-3.3(b): Established Mixed-Use, Activity Center, and Corridor Base Zoning Districts.

TABLE 17-3.3(B): ESTABLISHED MIXED-USE, ACTIVITY CENTER, AND CORRIDOR BASE ZONING DISTRICTS
MU-L: Mixed-Use - Low Density District
MU-M: Mixed-Use - Medium Density District
AC-N: Activity Center - Neighborhood District
COR-N: Neighborhood Activity Corridor District
AC/C-C: Activity Center/Corridor - Community District
AC/C-R: Activity Center/Corridor - Regional District
O-I: Office and Institutional District
AC-D: Activity Center - Downtown District
GC: General Commercial District
MC: Mixed Commercial District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(c) MU-L: Mixed-Use - Low Density District****(c) MU-L: Mixed-Use - Low Density District****(1) Purpose**

The purpose of the Mixed-Use - Low Density (MU-L) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Single Family and Two-Family	Townhouse	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		5,000 [2]	8,000 [3]	10,000	5,000
1	Lot Width, min. (ft.)	50	75 [3]	75	50
2	Lot Depth, min. (ft.)	[1]			
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback. (ft.)	Min.	0		
		Max.	20		
4	Side Yard Setback, min. (ft.)	5			
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	40			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Lot depth for residential uses shall be a minimum of 70 feet.

[2] Applies to individual lots under individual units.

[3] Applies to the development lot as a whole rather than individual lots under individual units.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(c) MU-L: Mixed-Use - Low Density District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-M: Mixed-Use - Medium Density District****(d) MU-M: Mixed-Use - Medium Density District****(1) Purpose**

The purpose of the Mixed-Use - Medium Density (MU-M) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Single Family and Two-Family	Townhouse	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		5,000 [2]	8,000 [3]	10,000	5,000
1	Lot Width, min. (ft.)	50	75 [3]	75	50
2	Lot Depth, min. (ft.)	[1]			
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback (ft.)	Min.	0		
		Max.	15		
4	Side Yard Setback, min. (ft.)	5			
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	60			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Lot depth for residential uses shall be a minimum of 70 feet.

[2] Applies to individual lots under individual units.

[3] Applies to the development lot as a whole rather than individual lots under individual units.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-M: Mixed-Use - Medium Density District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) AC-N: Activity Center - Neighborhood District****(e) AC-N: Activity Center - Neighborhood District****(1) Purpose**

The purpose of the Activity Center - Neighborhood (AC-N) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses.

**(2) Use Standards**

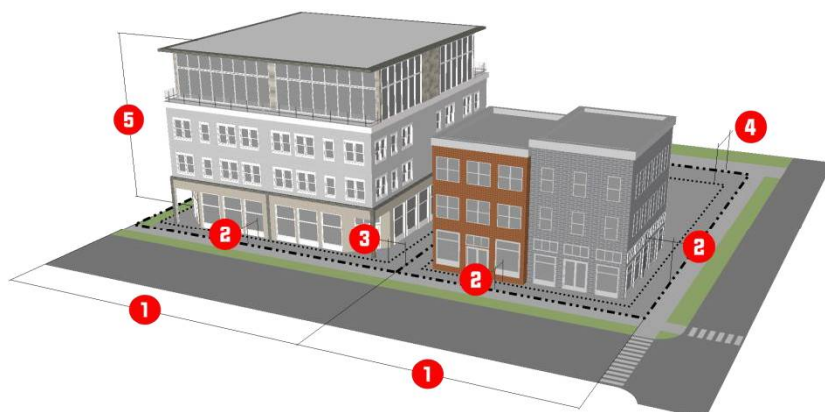
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	5	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) AC-N: Activity Center - Neighborhood District**

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) AC-N: Activity Center - Neighborhood District****(4) Form and Design Standards****a. Off-street Parking**

Along any street frontage, all proposed new or additional accessory parking area shall be located to the rear or side of the development's principal building(s).

b. Sidewalks

Along any street frontage, a sidewalk having a minimum width of six feet shall be provided. A street protective yard (see Sec. 17-5.3(e), Street Protective Yards) having a minimum width of 5 feet shall be located between the street and the sidewalk.

c. Connectivity

- 1.** The internal vehicular, bicycle, and pedestrian circulation systems of development shall be designed to allow vehicular, bicycle, and pedestrian cross-access between the internal system and any internal vehicular, bicycle, and pedestrian circulation systems of existing or allowable future development on adjoining lots.
- 2.** Easements allowing vehicular, bicycle, or pedestrian cross-access between adjoining lots, along with agreements defining maintenance responsibilities of the property owners, shall be recorded with the Register of Deeds.
- 3.** The Zoning Administrator may waive or modify the requirement for cross-access on determining that such cross-access is impractical or infeasible due to police concerns about through traffic routes complicating law enforcement or the presence any of the following at the point(s) where through connections would otherwise be required: topographic conditions, natural features, visual obstructions or parking space locations that create traffic hazards, or the existence of mature or protected landscaping.

(5) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

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Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) COR-N: Neighborhood Activity Corridor District****(f) COR-N: Neighborhood Activity Corridor District****(1) Purpose**

The purpose of the Neighborhood Activity Corridor (COR-N) District is to provide lands that accommodate moderate-density mixed-use development along collector street corridors within a one-mile drive or 15-minute walk of the City's urban neighborhoods.

Allowed uses include live/work and multi-family dwellings, mixed-use, personal services uses, community service uses, and eating and drinking establishments.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
1 Lot Width, min. (ft.)		N/A	N/A
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
2 Front Yard Setback (ft.)	Min.	[1]	
	Max.		
3 Side Yard Setback, min. (ft.)		N/A	
4 Rear Yard Setback, min. (ft.)		15	
5 Building Height, max. (ft.)		50 [2]	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] The minimum and maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for buildings on the same block face. If less than 50 percent of the lots on the block face have buildings, the minimum front yard setback shall be 5 feet and the maximum setback shall be 15 feet.

[2] For buildings located within the OV-5P Overlay District, building height may be increased to 75 feet in accordance with Sec. 17-3.7(f)(5)b, Building Height.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) COR-N: Neighborhood Activity Corridor District****(1) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(g) AC/C-C: Activity Center/Corridor - Community District****(g) AC/C-C: Activity Center/Corridor - Community District****(1) Purpose**

The purpose of the Activity Center/Corridor - Community (AC/C-C) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

**(2) Use Standards**

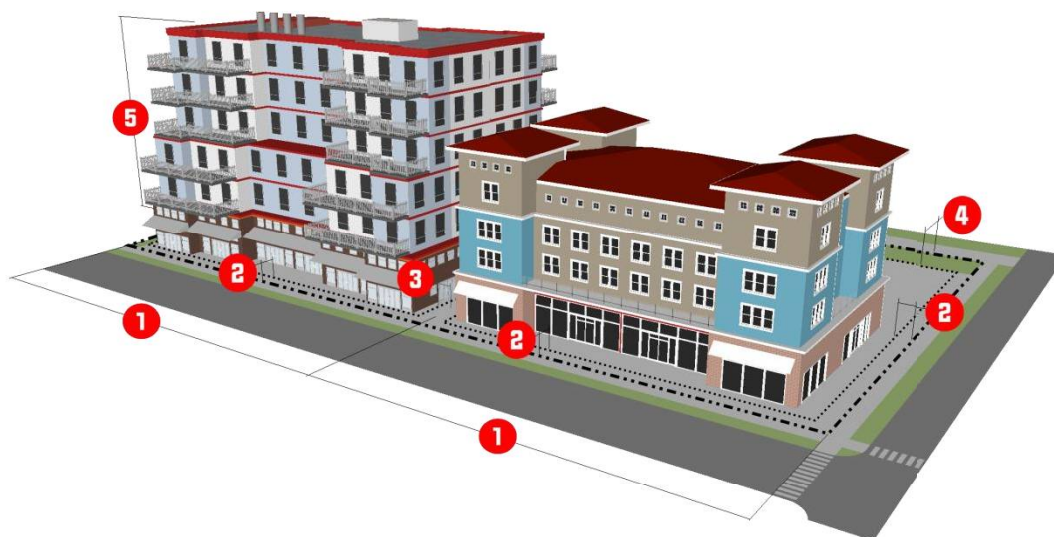
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
① Lot Width, min. (ft.)		75	50
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
② Front Yard Setback, (ft.)	Min.	5 [1]	
	Max.	15 [1]	
③ Side Yard Setback, min. (ft.)		5	
④ Rear Yard Setback, min. (ft.)		20	
⑤ Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(g) AC/C-C: Activity Center/Corridor - Community District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) AC/C-R: Activity Center/Corridor - Regional District****(h) AC/C-R: Activity Center/Corridor - Regional District****(1) Purpose**

The purpose of the Activity Center/Corridor - Regional (AC/C-R) District is to provide lands that accommodate high-density, walkable, mixed-use development that serves the region. The district is primarily intended for commercial and mixed-use development, but high-intensity residential development is also appropriate.

Allowed uses include live/work and multi-family dwellings, mixed-use, offices, retail sales uses, commercial services, visitor accommodation, and vehicle sales and service uses.

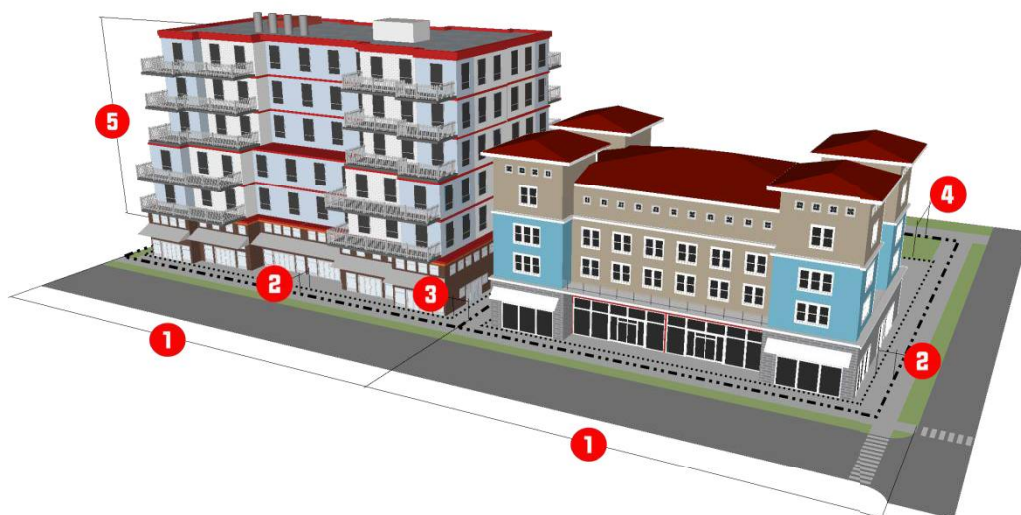
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
① Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
② Front Yard Setback, min. (ft.)	5	
③ Side Yard Setback, min. (ft.)	5	
④ Rear Yard Setback, min. (ft.)	15	
⑤ Building Height, max. (ft.)	100	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) AC/C-R: Activity Center/Corridor - Regional District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(i) O-I: Office and Institutional District****(i) O-I: Office and Institutional District****(1) Purpose**

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments.

Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

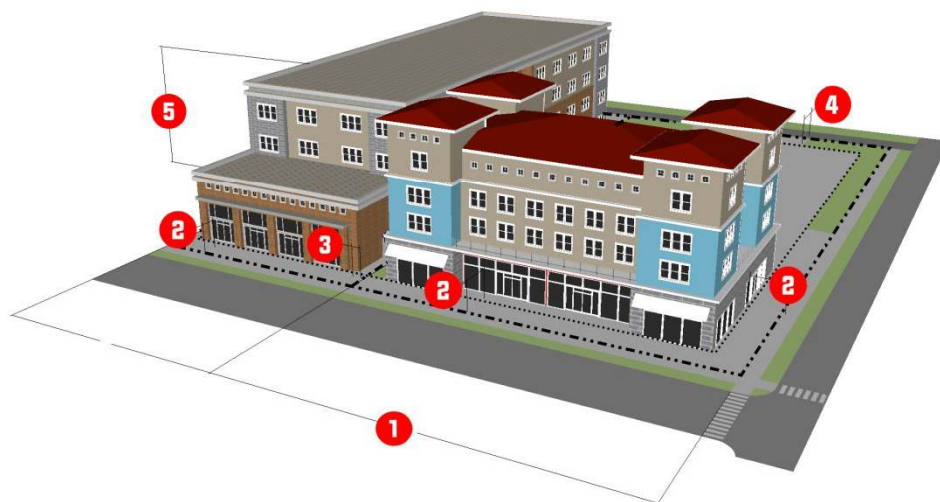
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	7,500	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	16.4	
2 Front Yard Setback, min. (ft.)	10	
3 Side Yard Setback, min. (ft.)	N/A	
4 Rear Yard Setback, min. (ft.)	10	
5 Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

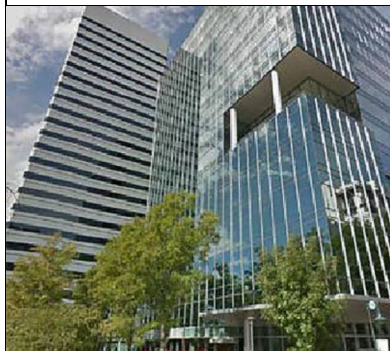
Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(i) O-I: Office and Institutional District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(j) AC-D: Activity Center - Downtown District****(j) AC-D: Activity Center - Downtown District****(1) Purpose**

The purpose of the Activity Center - Downtown (AC-D) District is to provide lands that support Downtown Columbia as a unique regional center of culture and commerce. Principal types of development include high-density residential, civic, government, commercial, employment, and mixed-uses in a pedestrian-oriented context. The district is intended to facilitate the creation of a convenient, attractive and harmonious context of buildings and streets, pedestrian ways, parks, and open spaces.

Allowed uses include multi-family dwellings, mixed-use, offices, retail sales, communication, education, and health care uses, commercial services, visitor accommodation, eating and drinking establishments, and recreation/entertainment uses.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		All Uses
Lot Area, min. (sf.)		N/A
Lot Width, min. (ft.)		N/A
Lot Coverage, max. (% of site area)		N/A
Density, max. (du/acre)		N/A
Front Yard Setback, (ft.)	Min.	N/A
	Max.	[1]
Side Yard Setback, min. (ft.)		N/A
Rear Yard Setback, min. (ft.)		N/A
Building Height, max. (ft.)		N/A

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] The maximum front yard setback is the average front yard setback for buildings on the same block face and on the adjacent block faces fronting the same street. If the average front yard setback cannot be established, the maximum front yard setback is ten feet.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(j) AC-D: Activity Center - Downtown District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(k) GC: General Commercial District****(k) GC: General Commercial District****(1) Purpose**

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

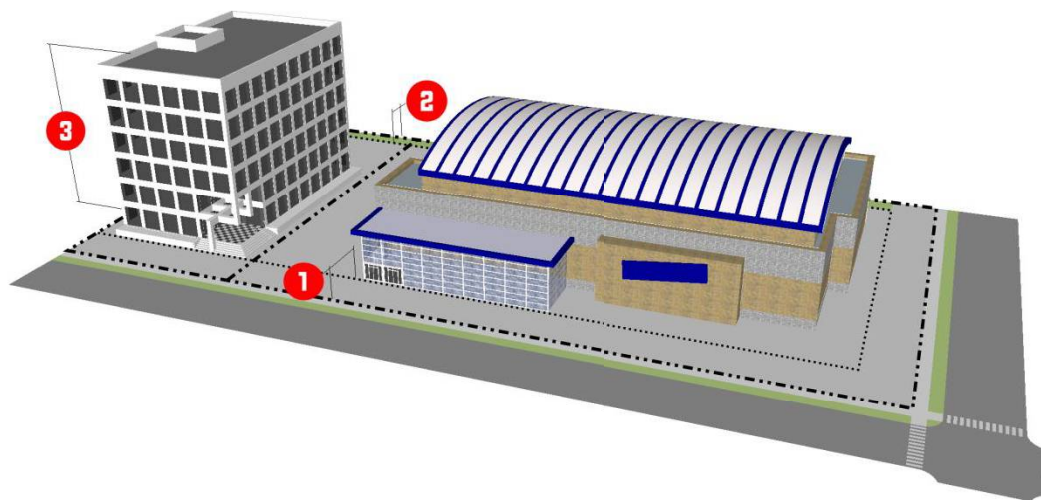
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
2 Rear Yard Setback, min. (ft.)	10
3 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts**

(k) GC: General Commercial District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(I) MC: Mixed Commercial District****(I) MC: Mixed Commercial District****(1) Purpose**

The purpose of the Mixed Commercial (MC) District is to provide lands that accommodate a broad range of pedestrian-oriented commercial development in an urban, mixed-use context. The district is intended to accommodate a wide range of residential, civic, and commercial development. Flexibility from conventional use and bulk requirements is provided to promote urban-density and mixed uses within a pedestrian-oriented streetscape.

Allowed uses include multi-family dwellings, mixed-use, offices, personal services, retail sales and services, and eating and drinking establishments.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		All Uses
Lot Area, min. (sf.)		N/A
Lot Width, min. (ft.)		N/A
Lot Coverage, max. (% of site area)		N/A
Density, max. (du/acre)		N/A
1 Front Yard Setback, min. (ft.)	Min.	0 [1]
	Max.	10
Side Yard Setback, min. (ft.)		N/A
Rear Yard Setback, min. (ft.)		N/A
Building Height, max. (ft.)		N/A

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Additional front setback requirements for the front building facade above the ground floor shall be as established in the OV-ID District.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(I) MC: Mixed Commercial District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

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Sec. 17-3.4 Institutional and Campus Base Zoning Districts

(a) General Purpose of Institutional and Campus Base Zoning Districts

The purpose of institutional and campus base zoning districts is to:

- (1) Accommodate institutional, campus, and civic uses;
- (2) Support integrated, multi-building campus development that includes internal street networks, green spaces and other amenities typically associated with high-intensity development on larger tracts of land;
- (3) Support secondary uses within institutional and campus developments such as retail, personal services establishments, and indoor and outdoor recreation facilities;
- (4) Provide lands for military installations and other similar land uses; and
- (5) Ensure development in the City is in accordance with the Comprehensive Plan.

(b) Established Institutional and Campus Base Zoning Districts

The institutional and campus base zoning districts established by this Ordinance are identified in Table 17-3.4(b): Established Institutional and Campus Base Zoning Districts.

TABLE 17-3.4(B): ESTABLISHED INSTITUTIONAL AND CAMPUS BASE ZONING DISTRICTS	
INS-GEN: Institutional - General District	
INS-U/M: Institutional - University/Medical District	
INS-ZOO: Institutional - Riverbanks Zoo and Gardens District	
INS-FJ: Institutional - Fort Jackson District	
INS-T/U: Institutional - Transportation/Utilities District	

Article 3: Zoning Districts**Sec. 17-3.4. Institutional and Campus Base Zoning Districts****(c) INS-GEN: Institutional - General District****(c) INS-GEN: Institutional - General District****(1) Purpose**

The purpose of the Institutional - General (INS-GEN) District is to provide lands that accommodate institutional uses typically developed on larger sites such as colleges, primary and secondary schools, cultural facilities, and government offices. The district also accommodates support uses such as offices, eating establishments, and limited retail and service establishments that primarily serve principal institutional uses. This district shall not be established within the Central Business District. Development may include the grouping of multiple institutional buildings, and inter-related public, private, and nonprofit development. District standards are intended to protect surrounding residential uses from incompatible development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		All Uses
Site area, min. (acres)		5
Lot Area, min. (sf.)		N/A
Lot Width, min. (ft.)		N/A
Lot Coverage, max. (% of site area)		N/A
Density, max. (du/acre)		N/A
Front Yard Setback, min. (ft.)	External street frontage [3]	25
	Internal street frontage [4]	10
Side Yard Setback, min. (ft.)		10 [1]
Rear Yard Setback, min. (ft.)		10 [1]
Building Height, max. (ft.)		75 [2]

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] For lots adjacent to a residential zoning district, the setback shall be the greater of ten feet or the setback required for the abutting district.

[2] The maximum height of a building or structure feature is the smaller of 75 feet or the horizontal distance between the building or structure feature and the nearest residential district.

[3] Refers to a street external to, or bordering, the site.

Article 3: Zoning Districts

Sec. 17-3.4. Institutional and Campus Base Zoning Districts

(c) INS-GEN: Institutional - General District

[4] Refers to a street internal to the site.

(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.4. Institutional and Campus Base Zoning Districts****(d) INS-U/M: Institutional - University and Medical District****(d) INS-U/M: Institutional - University and Medical District****(1) Purpose**

The purpose of the Institutional - University and Medical (INS-U/M) District is to provide lands that accommodate medical complexes and large universities.

District-specific standards support appropriate growth and development within the district, while ensuring development impacts will not have an adverse effect on surrounding properties. This is ensured through coordinated site development and off-street parking, traffic and pedestrian circulation plans, and continuity and compatibility with surrounding development, as prescribed by an Institutional Development Plan (IDP) for the district as described below.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations, unless otherwise modified by an approved IDP.

(3) Intensity and Dimensional Standards

Standard		All Uses
Front Yard Setback, min. (ft.)	External street frontage [3]	[1]
	Internal street frontage [4]	[1]
Side Yard Setback, min. (ft.)		[1]
Rear Yard Setback, min. (ft.)		[1]
Building Height, max. (ft.)		100 [2]
All Other Standards		[1]

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Consistent with approved Institutional Development Plan as described in Sec. 17-3.4(d)(4)a, Institutional Development Plan.

[2] The maximum height of a building or structure feature is the smaller of 100 feet or the horizontal distance between the building or structure feature and the nearest residential district.

[3] Refers to a street external to, or bordering, the site.

[4] Refers to a street internal to the site.

(4) District-specific Development Standards

a. Institutional Development Plan

1. General

Prior to obtaining a zoning permit for development in the INS-U/M District, the institution or other shall prepare, and have approved in accordance with this section, an Institutional Development Plan (IDP). An IDP is intended to demonstrate how development, land uses, parking, transportation and other campus-related functions will be coordinated in the district. Development in the INS-U/M district is subject to all other applicable standards in this Ordinance, unless modified by an approved IDP.

2. Review of Institutional Development Plan

The IDP shall be reviewed by the Planning Commission and approved or denied by the City Council, following a public hearing on the IDP. Public notification prior to the public hearing shall be the same as required for a Zoning Map Amendment in accordance with Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification.

3. Review Standards

An IDP shall comply with the following standards:

- (i)** The form and function of proposed buildings shall be compatible with development immediately adjacent to the district, in terms of building separation, massing, scale, and proportion.
- (ii)** An IDP will provide potential sites for construction of buildings, parking garages, parks or other green spaces and other amenities which shall include:
 - (a)** Height and massing for new buildings;
 - (b)** Permitted uses; and
 - (c)** Location of parks and other green spaces.
- (iii)** An IDP shall include a parking and transportation plan that evidences that:
 - (a)** Off-street parking facilities shall be sufficient to accommodate the employees, faculty, students, patients and/or others users of the university or medical complex.
 - (b)** Anticipated traffic generation and circulation patterns shall be compatible with internal and external street capacities and configurations.
 - (c)** Potential pedestrian and bicycle circulation within the district shall be properly integrated with buildings, parking areas, and open space, and all infrastructure supporting bicycle and pedestrian circulation, including facilities for

Article 3: Zoning Districts

Sec. 17-3.4. Institutional and Campus Base Zoning Districts

(d) INS-U/M: Institutional - University and Medical District

bicycle storage, shall be designed and built in accordance with nationally accepted standards for such infrastructure.

- (iv) An IDP shall be consistent with the Comprehensive Plan and any adopted area plans.

4. Amendments to Approved Institutional Development Plan

(i) General

Major amendments to the IDP shall be made in accordance with the procedures and standards for its original approval.

(ii) Minor Deviations

Subsequent applications for development approvals and permits on land subject to an IDP that include minor deviations from the approved IDP may be reviewed and decided upon, without the need to amend the IDP, if the LDA or ZA, whichever receives the application, determines that such deviations consist of only the following:

- (a) A modification of design of facilities for amenities such as parks, gardens, or open spaces in areas not abutting a neighboring zoning district; or
- (b) A deviation specifically listed in the IDP as a minor deviation not materially affecting the INS-U/M district's basic concept or the designated general use of parcels of land within the district.

5. Effect

- (i) Development within the INS-U/M District shall be in substantial compliance with:
 - (a) The approved IDP; and
 - (b) All other applicable standards and requirements of this Ordinance.
- (ii) Approvals of zoning permits for development in substantial compliance with the IDP and this Ordinance shall be processed as a Minor Site Plan; however, properties located within an Overlay District shall also be subject to the requirements of that district.

Article 3: Zoning Districts

Sec. 17-3.4. Institutional and Campus Base Zoning Districts

(d) INS-U/M: Institutional - University and Medical District

(5) Reference to Other Standards			
Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.4. Institutional and Campus Base Zoning Districts****(e) INS-ZOO: Institutional - Riverbanks Zoo and Gardens District****(e) INS-ZOO: Institutional - Riverbanks Zoo and Gardens District****(1) Purpose**

The purpose of the Institutional - Riverbanks Zoo and Gardens (INS-ZOO) District is to provide lands that accommodate the unique needs of the Riverbanks Zoo and Gardens. Allowed uses include botanical and zoological gardens, movie theaters, restaurants, indoor and outdoor recreation facilities, as well as support uses such as offices and retail establishments. District standards are intended to protect surrounding uses from incompatible development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	10 [1]
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	100

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.4. Institutional and Campus Base Zoning Districts
 (e) INS-ZOO: Institutional - Riverbanks Zoo and Gardens District

(4) Reference to Other Standards			
Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.4. Institutional and Campus Base Zoning Districts****(f) INS-FJ: Institutional - Fort Jackson District****(f) INS-FJ: Institutional - Fort Jackson District****(1) Purpose**

The purpose of the Institutional - Fort Jackson (INS-FJ) District is to recognize and support major facilities in the City that are owned and operated by the United States military. While military lands are not subject to this Ordinance and other local ordinances and codes, they occupy large land areas in the City and are therefore identified on the Official Zoning Map to differentiate them from lands that are subject to the Zoning Ordinance.

**(2) Intensity and Dimensional Standards****Dimensional Standards**

No dimensional and intensity standards apply in the INS-FJ District, though military facilities are encouraged to provide building setbacks from adjacent residential zoning districts equal to or greater than the setback required for the abutting district. If land within the INS-FJ District is declared surplus or otherwise conveyed to private ownership in the future, the land shall be subject to the same intensity and dimensional standards that apply in the T/C district until the land is rezoned to another zoning district in accordance with Sec. 17-2.5(c), Zoning Map Amendment.

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Article 3: Zoning Districts**Sec. 17-3.4. Institutional and Campus Base Zoning Districts****(g) INS-T/U: Institutional - Transportation/Utilities District****(g) INS-T/U: Institutional - Transportation/Utilities District****(1) Purpose**

The purpose of the Institutional - Transportation and Utilities (INS-T/U) District is to provide lands that accommodate transportation and utility-related uses such as airports, railroad facilities, major utility facilities, passenger terminals, and their support uses, such retail sales and personal services. District standards are intended to protect surrounding uses from incompatible development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.4. Institutional and Campus Base Zoning Districts

(g) INS-T/U: Institutional - Transportation/Utilities District

(4) Reference to Other Standards			
Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

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Sec. 17-3.5 Industrial Base Zoning Districts

(a) General Purpose of Industrial Base Zoning Districts

The purpose of the industrial base zoning districts is to:

- (1) Provide appropriately-located lands for the full range of industrial uses needed by the City's residents, businesses, and workers, in accordance with the Comprehensive Plan.
- (2) Strengthen the City's economic base, and provide employment opportunities close to home for residents of the City and surrounding communities;
- (3) Support a range of building types and uses dedicated to processing, manufacturing, assembly, warehousing, outdoor storage, and distribution of goods;
- (4) Create suitable environments for uses that have heavy freight traffic, and which may generate noise, odors or other impacts;
- (5) Ensure industrial development is located and designed to protect and preserve the character of existing residential districts and neighborhoods;
- (6) Improve the design quality of industrial areas; and
- (7) Provide a place to locate uses that are generally incompatible with other uses in other zoning districts.

(b) Established Industrial Base Zoning Districts

The industrial base zoning districts established by this Ordinance are identified in Table 17-3.5(b): Established Industrial Base Zoning Districts.

TABLE 17-3.5(B): ESTABLISHED INDUSTRIAL BASE ZONING DISTRICTS	
LI: Light Industrial District	
HI: Heavy Industrial District	
EC: Employment Campus District	

Article 3: Zoning Districts**Sec. 17-3.5. Industrial Base Zoning Districts****(c) LI: Light Industrial District****(c) LI: Light Industrial District****(1) Purpose**

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

**(2) Use Standards**

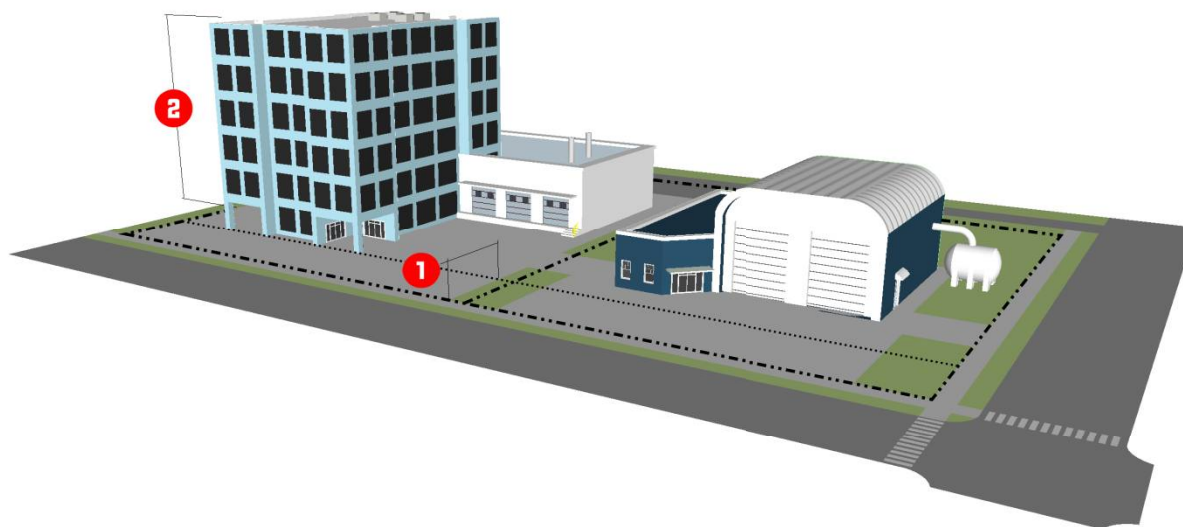
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
2 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts
 Sec. 17-3.5. Industrial Base Zoning Districts
 (c) LI: Light Industrial District



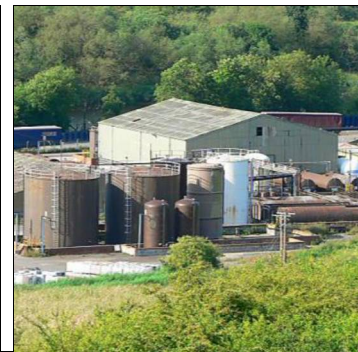
(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.5. Industrial Base Zoning Districts****(d) HI: Heavy Industrial District****(d) HI: Heavy Industrial District****(1) Purpose**

The purpose of the Heavy Industrial (HI) District is to provide lands that accommodate intense industrial development that generally requires large sites, as well as industrial uses that are important to the City's economic growth but may impact adjacent lands. The uses generally involve greater potential for adverse off-site impacts on the environment and surrounding development (e.g. from dust, fumes, smoke, odor, noise, or vibration, or due to extensive movement of vehicles, materials, and goods).

Allowed uses include heavy manufacturing, warehouse distribution, wholesale sales, major utility facilities, and research laboratories. District regulations are intended to encourage the reuse of existing industrial development. District development is intended to include buffers and the use of mitigation techniques to ensure heavy industrial development mitigates potential impacts to surrounding neighborhoods.

**(2) Use Standards**

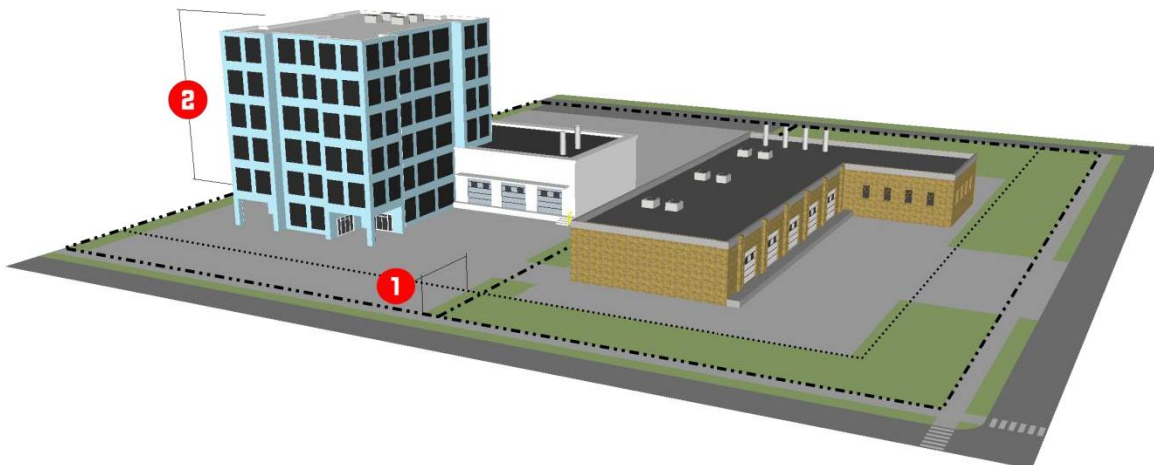
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
2 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts
 Sec. 17-3.5. Industrial Base Zoning Districts
 (d) HI: Heavy Industrial District



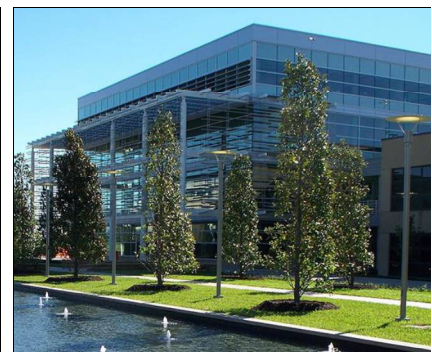
(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.5. Industrial Base Zoning Districts****(e) EC: Employment Campus District****(e) EC: Employment Campus District****(1) Purpose**

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

**(2) Use Standards**

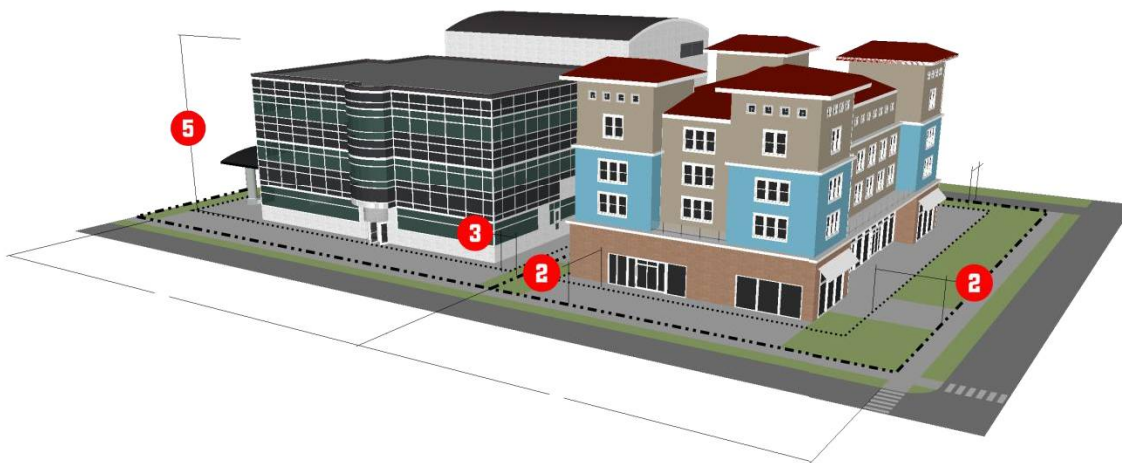
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
① Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
② Front Yard Setback, min. (ft.)	15	
③ Side Yard Setback, min. (ft.)	5	
④ Rear Yard Setback, min. (ft.)	10	
⑤ Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts
 Sec. 17-3.5. Industrial Base Zoning Districts
 (e) EC: Employment Campus District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

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Sec. 17-3.6 Planned Development Districts

(a) Established Planned Development Zoning Districts

Planned development zoning districts established by this Ordinance are identified in Table 17-3.6(a): Established Planned Development Zoning Districts.

**TABLE 17-3.6(A): ESTABLISHED PLANNED DEVELOPMENT
ZONING DISTRICTS**

PD-#: Planned Development District

(b) General Provisions for All Planned Development (PD) Zoning Districts

(1) General Purpose of Planned Development (PD) Zoning Districts

The purpose of planned development (PD) zoning districts is to encourage innovative and efficient land planning and physical design concepts. Planned development (PD) zoning districts are intended to:

- a. Support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and provision of public services;
- b. Reduce the inflexibility of zoning district standards that sometimes results from strict application of the base district regulations, and development standards established in this Ordinance;
- c. Allow greater freedom and flexibility in selecting:
 1. The form and design of development;
 2. The ways by which pedestrians, cyclists, and vehicular traffic circulate;
 3. How the development will be located and designed to respect the natural features of the land and protect the environment;
 4. How design amenities are to be applied; and
 5. The location and integration of open space and civic space into the development.
- d. Preserve natural and scenic features;
- e. Encourage a greater mix of land uses within the same development, including a mix of nonresidential development, residential development, lot sizes, and densities and intensities;
- f. Allow more efficient use of land, with smaller networks of streets and utilities;

Article 3: Zoning Districts

Sec. 17-3.6. Planned Development Districts

(b) General Provisions for All Planned Development (PD) Zoning Districts

- g. Provide pedestrian connections within the site, and to the public right-of way;
- h. Encourage the provision of centrally-located open space amenities on the site;
- i. Promote development forms and patterns that respect the character of established surrounding neighborhoods and/or other types of land uses; and
- j. Promote development form that respects and takes advantage of a site's natural and man-made features, such as rivers, lakes, wetlands, floodplains, trees, and historic resources.

(2) Minimum Size

The minimum size for a PD district shall be two acres.

(3) Classification of Planned Development Zoning Districts

Land shall be classified into a PD zoning district only in accordance with the procedures and standards set forth in Sec. 17-2.5(d), Planned Development, and this section.

(4) Organization of Planned Development Zoning District Regulations

The following general standards apply to all PD zoning districts. Sec. 17-3.6(c), PD-#: Planned Development District , includes additional provisions and standards for PD zoning districts.

(5) Standards for all Planned Development Zoning Districts

Before recommending approval of a PD zoning district, the Planning Commission shall find that the application for the PD zoning district classification, as well as the PD Plan and PD Agreement, comply with the following standards.

a. PD Plan

As set forth in Section Sec. 17-2.5(d), Planned Development, a PD Plan is a required component in the establishment of a PD district. The PD Plan shall:

- 1. Establish a statement of planning and development goals for the zoning district that is in accordance with the Comprehensive Plan and, as applicable, any adopted area, neighborhood, or corridor plans, as well as the purposes of the individual PD zoning district;
- 2. Identify the specific principal, accessory, and temporary uses permitted in the zoning district. They shall be consistent with the Principal Use Tables (see Article 4: Use Regulations), and the purposes of the individual PD zoning districts, and shall include a mix of uses, including both residential and nonresidential uses, and housing types in accordance with state law. Uses shall also be subject to applicable use-specific standards identified in the PD Plan, and any additional

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(b) General Provisions for All Planned Development (PD) Zoning Districts**

limitations or requirements applicable to the individual PD zoning district;

3. Establish the general location of each development area in the zoning district, its acreage, types and mix of land uses, number of residential units (by use type), nonresidential floor area (by use type), residential density, and nonresidential intensity. The development areas shall include at least two different residential densities, and each residential density and nonresidential intensity shall be consistent with the purposes of the PD zoning district and the specific requirements of the individual PD zoning district;
4. Establish the intensity and dimensional standards that apply in the individual PD zoning district. The intensity and dimensional standards shall be consistent with the requirements of the individual PD zoning district, and its purposes;
5. Where relevant, establish the standards and requirements that ensure development on the perimeter of the PD zoning district is designed and located to be compatible with the character of adjacent existing or approved development. Determination of compatible character shall be based on densities/intensities, lot size and dimensions, building height, building mass and scale, form and design features, hours of operation, exterior lighting, and siting of service areas;
6. Establish the general location, amount, and type (whether designated for active or passive recreation) of open space, consistent with the purposes of the individual PD zoning district;
7. Identify the location of environmentally sensitive lands, resource lands, wildlife habitat, and waterway corridors, and indicate how protection of these lands will be assured consistent with the purposes of the individual PD zoning district and the requirements of this Ordinance;
8. Identify the on-site pedestrian and bicyclist circulation systems, and how they will connect to off-site pedestrian and bicyclist systems in ways that are consistent with the purposes of the individual PD zoning district, and the requirements of this Ordinance;
9. Identify the general design and layout of the on-site transportation circulation system, including the general location of all public streets, existing or projected transit corridors, and how they interface with the pedestrian circulation system (pedestrian and bicycle pathways, and trails), and connect to existing and planned City and regional systems in a manner consistent with the purposes of the individual PD zoning district, and the requirements of this Ordinance;
10. Identify the general location of on-site potable water and wastewater facilities, and how they will connect to existing and planned City and

Article 3: Zoning Districts

Sec. 17-3.6. Planned Development Districts

(b) General Provisions for All Planned Development (PD) Zoning Districts

regional systems in a manner consistent with the purposes of the individual PD zoning district, and the requirements of this Ordinance;

11. Identify the general location of on-site storm drainage facilities, and how they will connect to existing and planned City systems, in a manner consistent with the purposes of the individual PD zoning district, and the requirements of this Ordinance;
12. Identify the general location and layout of all other on-site and off-site public facilities serving the development, and how they are consistent with the purposes of the individual PD zoning district. The other on-site and off-site public facilities considered shall include—but not limited to—parks, schools, and facilities for fire protection, police protection, emergency management, stormwater management, and solid waste management;
13. Establish provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development; and
14. Establish the development standards that will be applied to development. The development standards shall be consistent with the requirements of the individual PD zoning district and its purposes, and the requirements of this Ordinance, as appropriate. At a minimum, the development standards shall address:
 - (i) Mobility, Circulation, and Connectivity;
 - (ii) Off-Street Parking and Loading, and Bicycle Parking;
 - (iii) Landscaping;
 - (iv) Form and Design Standards;
 - (v) Fences and Walls;
 - (vi) Exterior Lighting;
 - (vii) Tree Protection;
 - (viii) Signs;
 - (ix) Open Space; and
 - (x) Neighborhood Compatibility.
15. Establish minimum requirements for onsite management of stormwater using vegetation and soils.

b. PD Agreement

1. As set forth in Sec. 17-2.5(d), Planned Development, a PD Agreement is a required component for the establishment of a PD district. A PD Agreement shall include, but not be limited to:
 - (i) Conditions related to approval of the application for the individual PD zoning district classification;

- (ii) Conditions related to the approval of the PD Plan, including any conditions related to the form and design of development shown in the PD Plan;
 - (iii) Provisions addressing how public facilities (pedestrian and bicycle, other transportation, potable water, wastewater, stormwater management, and other public facilities) will be provided to accommodate the proposed development. This shall include but not be limited to:
 - (a) Recognition that the applicant/landowner will be responsible to design and construct or install required and proposed on-site public facilities in compliance with applicable City, State, and federal regulations; and
 - (b) The responsibility of the applicant/landowner to dedicate to the public the rights-of-way and easements necessary for the construction or installation of required and proposed on-site public facilities in compliance with applicable City, State, and federal regulations.
 - (iv) Provisions related to environmental protection and monitoring (e.g., restoration of mitigation measures, annual inspection reports);
 - (v) Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the individual PD zoning district; and
 - (vi) Any other provisions the City Council determines are relevant and necessary to the development of the planned development.
2. All conditions shall be related in both type and amount to the anticipated impacts of the proposed development on the public and surrounding lands.

c. Development Phasing Plan

If development in a PD zoning district is proposed to be phased, the PD Plan shall include a development phasing plan that identifies the general sequence or phases in which the zoning district is proposed to be developed, including how residential and nonresidential development will be timed, how infrastructure (public and private), open space, and other amenities will be provided and timed, how development will be coordinated with the City's capital improvements program, and how environmentally sensitive lands will be protected and monitored.

d. Conversion Schedule

The PD Plan may include a conversion schedule that identifies the extent to which one type of use may be converted to another type of use.

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	

Notes: ft. = feet sf. = square feet du. = dwelling unit

(3) Use Standards

The specific uses that may be developed in the specific PD zoning district, together with any standards that apply to specific uses, shall be identified in the PD Plan.

a. Principal Uses

The following uses are not allowed in a PD zoning district:

1. Mobile home park;
2. Dormitory, private;
3. Correctional facility;
4. Zoo;
5. College or university;
6. Hospital;
7. Airport;
8. Railroad facility;
9. Solar energy conversion system (large scale);
10. Animal shelter;
11. Laboratory, testing or research;
12. Self-service storage facility;
13. Sign fabrication establishment;
14. Crematory;
15. Sexually-oriented business;
16. Building supplies store;
17. Commercial vehicle sales and rentals;
18. Personal vehicle sales and rentals;
19. Vehicle towing and wrecker service;
20. Uses in the Agriculture and Forestry use categories;
21. Uses in the Industrial use classification; and
22. Any use that the Zoning Administrator determines to be part of , or substantially similar to, a use type, use category, or use classification listed in this subsection using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

b. Accessory Uses and Structures

Accessory uses and structures within a PD district shall be subject to the standards in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures.

Article 3: Zoning Districts

Sec. 17-3.6. Planned Development Districts

(c) PD-#: Planned Development District

(4) District-Specific Development Standards

Development in a PD district shall comply with the following standards.

a. Use mixing

A PD district shall provide a mix of residential and nonresidential uses.

b. Building Types

A PD district shall provide a mix of building types, when feasible.

c. Pedestrian and Nonmotorized Connections

Facilities for pedestrian and other nonmotorized transportation shall be provided to establish connections within the site, and to adjacent public streets. The facilities may include, but are not limited to:

1. Sidewalks and trails;
2. Wayfinding markers and signage;
3. Crosswalks, raised intersections, traffic signals, or other safety features;
4. Curb cuts for bicycles, wheelchairs, and other forms of nonmotorized transportation;
5. Paths that connect to buildings, parking areas, open space areas, and public streets; and
6. Bicycle facilities, including on-street and off-street facilities and bicycle parking.

d. General Development Standards

1. Development in a PD district shall comply with the standards in Article 5: Development Standards, unless they are modified as allowed by Table 17-3.6(c)(4): Development Standards Subject to Modification.

TABLE 17-3.6(C)(4): DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION		
STANDARD		MEANS TO MODIFY
Sec. 17-5.1	Access, Mobility, and Circulation	PD Plan
Sec. 17-5.2,	Off-Street Parking, Bicycle Parking	PD Plan
Sec. 17-5.3,	Landscaping	PD Plan
Sec. 17-5.4,	Tree Protection	PD Plan
Sec. 17-5.5,	Open Space	Modifications prohibited
Sec. 17-5.6,	Neighborhood Compatibility	Modifications prohibited
Sec. 17-5.7,	Form and Design Standards	PD Plan
Sec. 17-5.8,	Fences and Walls	PD Plan
0,	Exterior Lighting	PD Plan
0	Signs	PD Plan
Sec. 17-6.2,	Minimum Design Standards	PD Plan
0,	Improvements and Sureties	PD Plan
Article 9:	Definitions and Rules of Measurement	PD Plan

- 2.** Modifications to development standards, as allowed in Table 17-3.6(c)(4): Development Standards Subject to Modification, shall be:

- (i)** Consistent with the purpose the PD district; and
- (ii)** Documented in the PD Plan and PD Agreement documents, with a clear basis for why the change is needed, how it supports the purpose of this district, and how it supports high-quality development.

e. Site Access

Any streets, alleys, and driveways proposed shall be adequate to serve the residents, occupants, visitors, and other anticipated traffic of the PD district, but may be designed to discourage through traffic from traversing the development.

f. Pedestrian Circulation

The pedestrian circulation system and its related walkways shall be separated as completely as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement.

Article 3: Zoning Districts

Sec. 17-3.6. Planned Development Districts

(c) PD-#: Planned Development District

g. Utilities

The planned development shall provide for underground installation of utilities (including electricity and telephone) both public ways and private extensions. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutter, piping, and treatment of turf and maintenance of facilities.

h. Privacy

A planned development containing residential uses shall provide reasonable visual and acoustical privacy for dwelling units, including fences, insulation, walks, barriers, protection and aesthetic enhancement of property and the privacy of its occupants. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.

Sec. 17-3.7 Overlay Districts

(a) General Purpose of Overlay Zoning Districts

The purpose of overlay zoning districts is to provide supplemental standards with respect to special areas, land uses, or environmental features that supersede the standards of the underlying base zoning district.

(b) Established Overlay Zoning Districts

Overlay zoning districts established in this Ordinance are identified in Table 17-3.7(b): Established Overlay Zoning Districts.

TABLE 17-3.7(B): ESTABLISHED OVERLAY ZONING DISTRICTS	
OV-A:	Airport Safety Overlay District
OV-FH:	Floodway Overlay District
OV-FP:	Floodplain Overlay District
OV-5P:	Five Points Design Overlay District
OV- ID:	Innovista Design Overlay District
OV-NMC:	North Main Corridor Design Overlay District
OV-CC:	City Center Design Overlay District
OV-HP:	Historic Preservation Overlay District
OV-GATE-#:	Gateway Design Overlay District
OV-CCP:	Community Character Protection Overlay District
OV-OAS:	Outdoor Advertising Sign Overlay District
OV-HSV:	Height and Setback View Corridor Protection Overlay District

(c) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

1.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

- 1.** Conversion of non-residential uses for residential purposes.
- 2.** Any use categorized as Group Living in Table 17-4.2(B)(4).

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

- 1.** The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."
- 2.** In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

(d) OV-FW: Floodway Overlay District

(1) Purpose

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FW District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in the OV-FW district and any other standards in this Ordinance, including the standards in the base district, the standards in the OV-FW District shall control.

(3) Comply with Floodway Regulations

Development in the OV-FW District shall comply, as determined by the City Engineer, with regulations established for floodways in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

(e) OV-FP: Floodplain Overlay District

(1) Purpose

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

(f) OV-5P: Five Points Design Overlay District

(1) Purpose

The purpose of the Five Points Design Overlay (OV-5P) District is to support the established character of the Five Points area as a walkable, mixed use destination. District standards and guidelines promote high-density mixed-use development, pedestrian-oriented community form, and economic vitality.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-5P District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-5P District shall control.

(3) Sub-districts

The OV-5P District includes the following two sub-districts, the boundaries of which are defined in the Future Five Design/Development Guidelines:

- a. Upper Five Points; and
- b. Lower Five Points.

(4) Design Guidelines

Development in the OV-5P District shall comply with the Future Five Design/Development Guidelines, which are incorporated herein by reference.

(5) Modifications of Otherwise Applicable Development Standards

a. Permitted Uses

Structured parking is allowed (see Sec. 17-4.2, Principal Uses), provided that a minimum of 50 percent of the ground floor façade adjacent to any street is occupied by a commercial use or a public, civic, or institutional use.

b. Building Height

1. Unless increased in accordance with subsection 2 below, maximum building height shall be 50 feet. For buildings located within 35 feet of a residential zoning district the maximum building height shall be 30 feet.
2. Within the Upper Five Points sub-district, building height may be increased to 75 feet if:
 - (i) The building is located a minimum of 200 feet from a residential base zoning district; and
 - (ii) Portions of the building above 50 feet in height are set back one foot from the ground floor façade for every two and one-half feet in height.

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(f) OV-5P: Five Points Design Overlay District

c. Sign Size

The total allowable square footage for building signage may be increased by 25 percent if no internally-illuminated signage is used on the building or parcel.

d. Minimum Off-street Parking Requirements

Required off-street parking shall be reduced by 20 percent (see Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces).

(g) OV-ID: Innovista Design Overlay District

(1) Purpose

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

(3) Design Guidelines

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

(4) Modifications of Otherwise Applicable Development Standards

a. Building Height

Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district or the OV-HP District.

b. Ground Floor Uses

For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(h) OV-NMC: North Main Corridor Design Overlay District**

(h) OV-NMC: North Main Corridor Design Overlay District**(1) Purpose**

The purpose of the North Main Corridor Design Overlay (OV-NMC) District is to support the transition of the North Main Corridor to a pedestrian-oriented, mixed-use corridor that is compatible with surrounding residential development. District standards and guidelines promote transition from a low-intensity commercial development pattern to a walkable, mixed-use corridor that supports multiple modes of travel.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-NMC District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-NMC District shall control.

(3) Design Guidelines

Development in the OV-NMC District shall comply with the North Main Corridor Design Guidelines, which are incorporated herein by reference.

(4) Modifications of Otherwise Applicable Development Standards**a. Building Height**

1. Maximum building height shall be 35 feet for buildings located with 30 feet of a residential zoning district.
2. If at least 60 percent of a building is occupied by a residential use, the maximum building height shall be 60 feet.

b. Minimum Off-street Parking

Required off-street parking (see Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces) shall be reduced by 20 percent.

c. Nonconforming Structures

Nonconforming structures containing manufacturing or wholesale uses that were conforming as of January 2010 may be expanded one time, by a maximum of 20 percent of the gross floor area.

(i) OV-CC: City Center Design Overlay District**(1) Purpose**

The purpose of the City Center Design Overlay (OV-CC) District is to encourage new development and redevelopment that is consistent with the character of Downtown Columbia. District standards and guidelines are intended to ensure new uses, building form, and site features are compatible with Downtown's high-density, walkable urban character, and support Downtown's identity as an employment and destination commercial center.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-CC District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-CC District shall control.

(3) Design Guidelines

Development in the OV-CC District shall comply with the City of Columbia City Center Design/Development District Guidelines, which are incorporated herein by reference.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

(j) OV-HP: Historic Preservation Overlay District**(1) Purpose**

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

(2) Applicability

- a. In addition to base zoning district standards, the standards and requirements in this section apply to development located within the OV-HP District, which includes:
 - 1. Historic sub-districts identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines;
 - 2. Type 1 landmarks listed in Appendix A, Type 1 Landmarks;
 - 3. Type 2 landmarks listed in Appendix B, Type 2 Landmarks; and
 - 4. Type 3 landmarks listed in Appendix C, Type 3 Landmarks.
- b. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-HP District shall control.

(3) Historic Sub-districts

- a. The OV-HP District includes 16 sub-districts, which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.
- b. Each sub-district within the OV-HP district is subject to standards or design guidelines which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines. Standards for the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District are in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design. Design guidelines listed in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines, for all other sub-districts are incorporated into this Ordinance by reference.
- c. The boundaries of each sub-district are identified on the official Zoning Map. They are further described in Appendices A-D.
- d. Development in a sub-district shall comply with the corresponding standards and sub-district design guidelines identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

TABLE 17-3.7(J)(3): ESTABLISHED HISTORIC SUB-DISTRICTS AND APPLICABLE STANDARDS AND DESIGN GUIDELINES

HISTORIC SUB-DISTRICT	APPLICABLE STANDARDS AND DESIGN GUIDELINES
Cottontown/Bellevue	Cottontown/Bellevue Architectural Conservation District Design Guidelines
Oakwood Court	Oakwood Court Architectural Conservation District
Earlewood	Earlewood Protection Area Design Guidelines
Elmwood Park Architectural Conservation District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Governor's Mansion Protection Area	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Granby	Granby Architectural Conservation District Design Guidelines
Landmark District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Melrose Heights/Oak Lawn	Melrose Heights/Oak Lawn Architectural Conservation District Design Guidelines
Old Shandon/Lower Waverly	Old Shandon/Lower Waverly Protection Area Design Guidelines
Seminary Ridge	Seminary Ridge Architectural Conservation District Design Guidelines
University Hill	University Hill Architectural Conservation District Design Guidelines
Wales Garden	Wales Garden Architectural Conservation District
Waverly	Waverly Protection Area Design Guidelines
West Gervais Street Historic Commercial District	West Gervais Street Historic Commercial District Design Guidelines
West Gervais Street Protection Area	West Gervais Street Protection Area Design Guidelines
Whaley Street	Whaley Street Protection Area Design Guidelines

(4) Landmark Intent and Development Standards

The following standards apply to structures and sites with landmark designations.

a. Type 1 Landmarks

1. Intent

Type 1 landmarks (see Appendix A: Type 1 Landmarks) include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i)** Unique, outstanding, rare, or distinctive architectural design;
- (ii)** The work of an architect of national importance; or
- (iii)** The site of events or homes of persons that have significantly contributed to local or national history.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

2. Development Standards

Development of a Type 1 landmark shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

b. Type 2 Landmarks**1. Intent**

Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, or somewhat rare or distinctive architectural design;
- (ii) The work of an architect of statewide or local importance;
- (iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or
- (iv) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 2 landmark (see Appendix B: Type 2 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
- (ii) Conserve the structure's original interior and exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

c. Type 3 Landmarks**1. Intent**

Type 3 landmarks (see Appendix B: Type 3 Landmarks) include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;

- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 3 landmark (see Appendix C: Type 3 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

(5) Front Yard Setback and Minimum Off-Street Parking Standards

a. Front Yard Setbacks

Notwithstanding front yard setback standards in the underlying base zoning district, the following front yard setback standards apply in the OV-HP District.

1. Minimum Setback

There shall be no minimum front yard setback.

2. Maximum Setback

The maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for properties on the same block face.

b. Minimum Off-Street Parking Requirements

Minimum off-street parking requirements shall be 50 percent of the requirements established in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(k) OV-GATE-#: Gateway Design Overlay District**

(k) OV-GATE-#: Gateway Design Overlay District**(1) Purpose**

The purpose of the Gateway Design Overlay (OV-GATE) District is to provide a sense of arrival into the City, assist in navigation, and support the City's overall identity. District standards will be established following the adoption of gateway plans that identify the character of specific gateway locations.

(2) Applicability**a. General Applicability**

When a specific OV-GATE district is established in accordance with this section, development within the OV-GATE district shall comply with OV-GATE District standards for the specific overlay district.

b. Specific Applicability

Specific OV-GATE districts will be listed below as they are established by the City.

c. District Boundaries

Individual OV-GATE districts shall be represented on the Official Zoning Map.

d. Conflict

In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-GATE district shall control.

(3) Procedure for Establishing Gateway Overlay Districts**a. Area Plan or Corridor Plan**

Prior to establishment of an OV-GATE district for a specific gateway corridor, a corridor plan shall be prepared for the specific gateway location, reviewed by the Planning Commission, and adopted by the City Council. The corridor plan shall, at a minimum, address the following:

1. The value of the corridor as an entryway to the City which can influence the perception of residents, individuals, or businesses considering investment in the City;
2. The arrangement of uses along the gateway corridor which shall create a visually pleasing impression;
3. The unique qualities of the gateway corridor, such as significant buildings, views and vistas, and natural features which lend themselves to special consideration;
4. Transportation conditions on the gateway corridor, including vehicular access, dedication of right-of-way, driveway limitations, and traffic impact; and

5. The vision and general goals for development along the corridor, and specific recommendations for regulatory standards to achieve the City's vision and development goals.

b. Establishment

Specific OV-GATE districts shall be established in accordance with Sec. 17-2.5(b), Text Amendment, and Sec. 17-2.5(c), Zoning Map Amendment, Zoning Map Amendment (as appropriate), and included as a district in this section.

(4) Modifications of Otherwise Applicable Development Standards

a. General Standards

OV-GATE district standards for a specific gateway corridor shall conform with the direction in the corridor plan and at a minimum, address the following elements:

1. The name and boundaries of the overlay district;
2. Development along the corridor to which the overlay district applies (typically all new development and certain expansions and remodels);
3. Any variations from the requirements of the underlying base zoning district(s);
4. The uses allowed in the district, if appropriate;
5. The development and form standards of the overlay district, including some or all of the following:
 - (i) Dimensions (height, setbacks, etc.);
 - (ii) Streetscape landscaping;
 - (iii) Sidewalks and pedestrian circulation features;
 - (iv) Off-street parking;
 - (v) Landscaping and tree preservation/reforestation;
 - (vi) Open space set-asides;
 - (vii) Signage;
 - (viii) Exterior lighting;
 - (ix) Building design and form; and
 - (x) Road access and traffic circulation.
6. The extent to which a base zoning district or district-specific standards may be modified.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

(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 activity within a residential community would drastically negatively affect the existing character of that community.
- 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 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. Subdivision within a PD District (see Sec. 17-3.6, Planned Development Districts); and
 - 3. Lots of record existing upon the 1999 Richland County Tax Maps.

(3) Modifications of Otherwise Applicable Development Standards**a. Side Yard Setbacks**

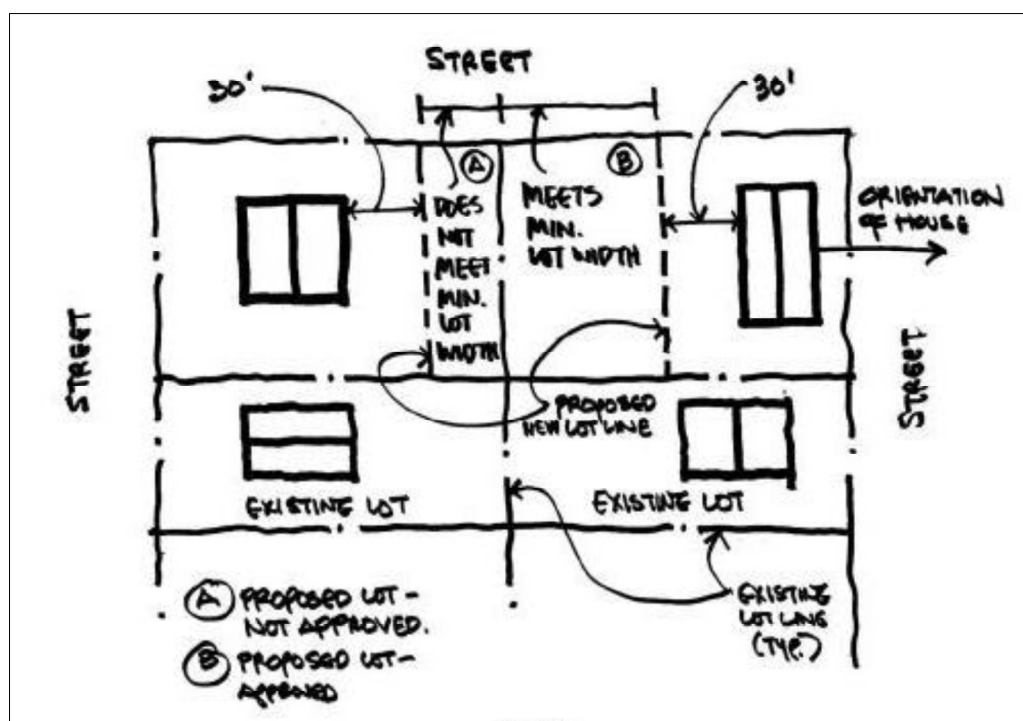
- 1. The side yard setbacks for new construction on a residential lot shall be the mean side yard setback for all improved residential lots located on the same block face, except that:
 - (i) Side yard setbacks shall not reduce the width of a building pad upon a newly subdivided residential lot to a 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. 17-3.7(I)(3)a, "newly subdivided residential lot" means any residential lot created by a plat of subdivision filed and recorded after [REDACTED] [insert the effective date of this Ordinance] upon which no more than a single-family or two-family dwelling can be constructed.

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



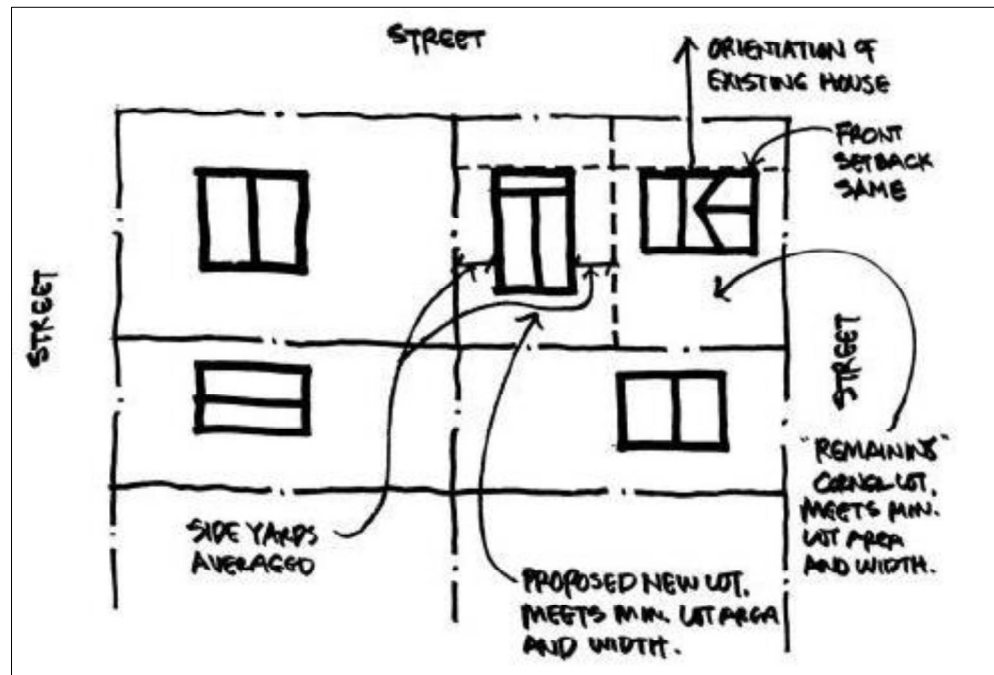
2. If the application for subdivision seeks to orient a structure in the substantially same orientation as the existing structure located upon the "remaining" corner lot, the front yard setback of the new lot shall be the same as the same street setback of the existing structure upon the "remaining" 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. 17-3.7(I)(3)a above (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks

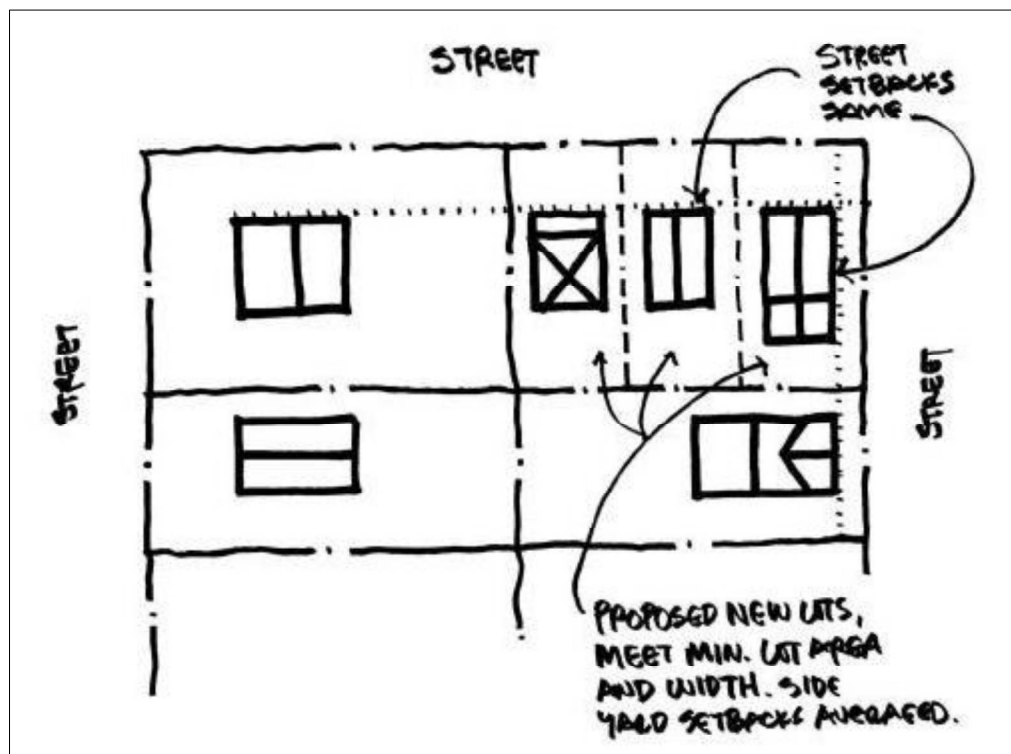


c. Subdivisions of Vacant Corner Lots

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 block face.
3. Side yard setbacks shall be established pursuant to Sec. 17-3.7(I)(3)a above.

Figure 17.3.7(I)(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.

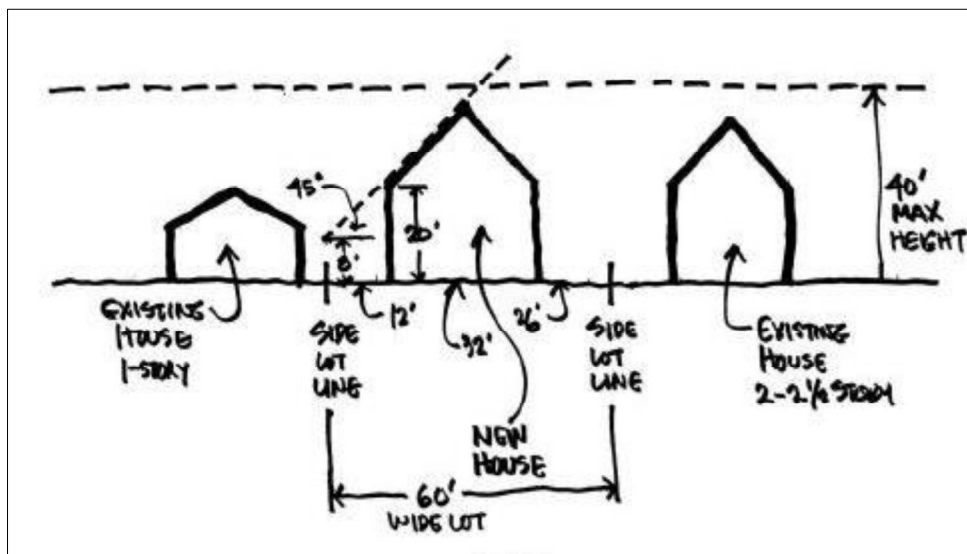
e. Height

New construction 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(I)(3)e: Maximum Height).

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Figure 17.3.7(I)(3)e: Maximum Height

(m) OV-OAS: Outdoor Advertising Sign Overlay District**(1) Purpose**

The purpose of the Outdoor Advertising Sign Overlay (OV-OAS) District is to allow for commercial promotion of business establishments at locations along appropriate designated collector streets (minor thoroughfares), arterial streets (major thoroughfares), and the interstate system and freeway class highways, consistent with established standards for outdoor advertising (billboard) signs.

(2) Applicability

- a.** The standards and requirements in this section apply to development located in the OV-OAS District, in addition to base zoning district standards.
- b.** The OV-OAS District shall not be applied over a residential base zoning district.
- c.** In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-OAS District shall control.

(3) General Standards

Outdoor advertising (billboard) signs are permitted in the OV-OAS District, in accordance with Sec. 17-5.10(c)(6)b.4, Outdoor Advertising (Billboard) Sign Standards.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(n) OV-HSV: Height and Setback View Corridor Protection Overlay District****(n) OV-HSV: Height and Setback View Corridor Protection Overlay District****(1) Purpose:**

The purpose of the Height and Setback View Corridor Protection Overlay (OV-HSV) District is to support the goals of the area plans with regard to compatible height and setbacks as identified through area plans.

(2) Applicability

- a. The standards and requirements in this section apply to development located in the OV-HSV District.
- b. The OV-HSV District consists of two types of sub-districts: height overlay sub-districts (Height Districts) and setback overlay sub-districts (Setback Districts).

(3) Height Overlay Sub-districts (Height Districts)

The requirements of this section have resulted from a contextual study of building height and architectural patterns in the mapped height overlay sub-district (Height District). The requirements of this section reflect the predominant building height trends of the areas to which they are applied, and reinforce the principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable heights of buildings in areas of the City that have been assigned a Height District. The Design Development Review Commission (DDRC) may adjust heights in defined Height Districts in limited circumstances when based on architectural merit.

a. General Requirements

1. A Height District shall have heights measured in stories or feet, as specified.
2. For maximum height specified in feet, the measurement shall be taken from the highest curb elevation adjacent to the site to the highest point of the structure. For maximum height specified in stories, the measurement shall be taken from the main floor finished elevation.
3. Where heights are specified in stories or feet, the measurement shall be from finished floor to finished floor.
4. Any area under a structure in excess of six feet shall be counted as a story.
5. The DDRC is empowered to require a downward adjustment of one-half story in the number of stories based on the number of stories of structures that predominate in the structure's immediate surroundings.
6. Floors shall be measured in the following manner:
 - (i) The maximum height of any residential floor shall be 12 feet, unless otherwise specified. Any dimension above this shall constitute a second floor. The DDRC may grant a waiver up to 14

feet on the first or second floor, based on architectural merit and context.

- (ii)** The minimum height of any residential floor shall not be less than 10 feet; however, there is no minimum height for floors in a single family residence, duplex or townhouse.
 - (iii)** The maximum height of any nonresidential first floor shall be 20 feet, unless otherwise specified. Any dimension above this height shall constitute a second floor. The Design Development Review Commission may grant a waiver up to 25 feet on the main floor based on architectural merit and context.
 - (iv)** The minimum height of any nonresidential floor shall not be less than 14 feet, unless otherwise specified.
- 7.** The DDRC is empowered to require downward adjustments to floor heights, based on context of the structure with its immediate surroundings.
 - 8.** Appurtenances to a building shall not be permitted to exceed the maximum height, unless otherwise specified.
 - 9.** If any portion of a structure subject to the jurisdiction of the DDRC is within 50 feet of a designated landmark, such portion of that structure shall not exceed the height of such existing structures unless approved by the DDRC based on architectural merit and context.
 - 10.** Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same. The equipment shall be screened from view from surrounding streets within 1,000 feet of the equipment.
 - 11.** Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone and integrated parking garages shall appear from the street to conform to the number of stories permitted in the height district in which it is located.
 - 12.** In a Height District where additional height may be awarded on the basis of architectural merit and context, if the property is not subject to the jurisdiction of the DDRC through other sections of this Ordinance, the owner requesting the additional height must submit the plans to the DDRC. An applicant seeking modification based upon architectural merit and context shall provide studies and drawings as requested by the DDRC.
 - 13.** Communication towers shall not exceed the maximum building height limits of Height Districts that include a maximum height limit in feet, or a height limit equal to 10 feet per story for Height Districts that do not specify a maximum height in feet.

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(n) OV-HSV: Height and Setback View Corridor Protection Overlay District

14. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV H80/30: Height District 80/30.

1. In all areas mapped with this Height District, the following standards apply:
 - (i) There shall be no structure, including appurtenant parts of a structure, except for elevator penthouses or mechanical penthouses, exceeding a height of 80 feet, nor shall any structure fronting on any street be lower than the height of 30 feet.
 - (ii) All portions of a structure above the 55 foot level shall be set back at least 25 feet from all street right-of-way lines.

(4) Setback Overlay Sub-districts (Setback Districts).

The requirements of this section have resulted from a contextual study of building setbacks and urban design goals in the mapped setback overlay sub-district (Setback District). The requirements of this section reflect the predominant setback trends of the areas and urban design principles cited in the adopted plans for each area. The requirements of this section are intended to clarify acceptable setbacks and build to lines of buildings in areas of the City that have been assigned a Setback District. The DDRC may adjust setbacks in defined Setback Districts in limited circumstances when based on architectural merit.

a. General requirements:

1. The DDRC is empowered to require an adjustment of ½ the maximum requirement based upon analysis of the immediate surroundings and Architectural merit.
2. "Architectural merit" means a project that reflects exemplary architectural and urban design, utilizes the highest level of materials and finishes and contributes to the public realm.

b. OV-HSV S8/10: Setback District 8-10

In order to encourage a well defined public realm and to provide a buffer for pedestrians between the curb line and the sidewalk zone of not less than 8 feet, the follow standards apply in the OV-HSV S8/10 Setback District:

1. No structure, including appurtenant parts of a structure, except for balconies and Juliet balconies, shall be placed within eight feet the property line fronting Huger Street, and no structure shall be place more than ten feet from the property line fronting Huger Street.
2. Minimum front yards shall be used for wider sidewalks, trees, and other amenities coordinating with urban design standards of the district.

Article 4: Use Regulations

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ARTICLE 4: USE REGULATIONS

Sec. 17-4.1 Organization of this Article

Article 4, Use Regulations, is organized into three sections.

- (a) Sec. 17-4.2, Principal Uses, sets out which land uses are allowed as principal uses of a parcel, where they are allowed, what type of permit or review is required to establish them, and any special standards applicable to particular principal uses.
- (b) Sec. 17-4.3, Accessory Uses and Structures, identifies a number of land uses and structures commonly allowed as accessory to principal uses and sets out where they are allowed, what type of permit or review is required to establish them, general standards applicable to all accessory uses and structures, and any special standards applicable to particular accessory uses and structures.
- (c) Sec. 17-4.4, Temporary Uses and Structures, sets out which land uses or structures are allowed on a temporary basis, whether a Temporary Use Permit is required to establish them, general standards applicable to all temporary uses and structures, and any special standards applicable to particular temporary uses and structures.

Sec. 17-4.2 Principal Uses

(a) General

(1) Organization of this Section

The use table in Sec. 17-4.2(b), Principal Use Table, list principal uses and indicates whether they are allowed by right, allowed subject to use-specific standards, allowed as a special exception, or prohibited within each base district. The use table includes a reference to any use-specific standards applicable to the specific use, which are found in Sec. 17-4.2(c), Standards for Specific Principal Uses. Uses that are permitted or prohibited in planned development districts or specific overlay districts are identified in Article 3: Zoning Districts.

(b) Principal Use Table

(1) Organization of Principal Uses

The principal use table organizes allowable uses by use classifications, use categories, and use types. The use table and Sec. 17-9.3, Use Classification and Interpretation, together provide a systematic basis for identifying and consolidating uses, for distinguishing unidentified uses to determine whether a particular use is allowable in a particular zoning district, and in addressing future use additions to the use table.

a. Use Classifications

The use classifications identify broad general classifications of land use and include residential uses; public, civic, and institutional uses; commercial uses; agricultural uses; and industrial uses. Use classifications are further

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

broken down into a series of general “use categories” and specific “use types.”

b. Use Categories

The use categories describe the major sub-groups of the respective use classifications, and are based on common functional, product, or physical characteristics, such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. For example, the Residential Use Classification is divided into the Household Living and Group Living use categories. Use categories are further broken down into a series of individual use types.

c. Use Types

The specific use types are included in the respective use category. They identify the specific principal uses that are considered to fall within characteristics identified in the use category. For example, live-work dwellings, single-family detached dwellings, townhouse dwellings; two-family dwellings; multifamily dwellings; mixed-use dwellings; and mobile home parks are use types in the Household Living use category.

(2) Abbreviations in Use Table Cells**a. Permitted Uses**

A “P” in a cell of the principal use table indicates that the corresponding use category or use type is allowed by right in the corresponding base zoning district. Permitted uses are subject to all other applicable regulations of this Ordinance, including, but not limited to, those set forth in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards.

b. Conditional Uses

A “C” in a cell of the principal use table indicates that the corresponding use category or use type is allowed in the corresponding base zoning district on the condition that it complies with the use-specific standards referenced in the final column of the use table. References in the last column of the use table titled “Standards for Specific Principal Uses” refer to Sec. 17-4.2(c), Standards for Specific Principal Uses.

c. Special Exception Uses

An “S” in a cell of the principal use table indicates that the corresponding use category or use type is allowed in the corresponding base zoning district only upon approval of a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, and subject to any use-specific standards referenced in the final column of the use table. Uses requiring a Special Exception Permit are subject to all other applicable regulations of this Ordinance, including, but not limited to, those set forth

in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards.

d. Prohibited Uses

A blank cell in the principal use table indicates that the use type is prohibited in the corresponding zoning district.

(3) Unlisted Uses

The Zoning Administrator shall determine whether or not an unlisted use is part of an existing use category or use type as defined in Sec. 17-9.3, Use Classification and Interpretation, or is substantially similar to an already defined use type, using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

P = PERMITTED BY RIGHT
C = ALLOWED CONDITIONAL
S = ALLOWED AS SPECIAL EXCEPTION
BLANK CELL = PROHIBITED

PUBLIC, CIVIC, AND INSTITUTIONAL USES

Columbia, South Carolina
Zoning Ordinance and Land Development Regulations

Article 4: Use Regulations
Sec. 17-4.2. Principal Uses
(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																																				
P = PERMITTED BY RIGHT										C = ALLOWED CONDITIONAL										S = ALLOWED AS SPECIAL EXCEPTION										BLANK CELL = PROHIBITED						
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards											
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-1	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC								
	Zoo																						P													
Education Uses	College or university													P	P	P	P	P	P	P	P	P	P					P								
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P					P								
	School, business or trade										S	P	P	P	P	P	P	P	P	P	P	P	P		P			P								
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P	P	P														
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P	P	P		P				P								
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P	P	P		P				P								
	Nursing care facility										P	S	P	P	P	P	P	P	P	P	P	P	P													
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P		P											
	Cemetery		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P		P												
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)c								
Transportation Uses	Airport																							P	P	P										
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
	Parking lot									C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.1								
	Parking structure										S		C	C	C	S	C	S	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.2								
	Passenger terminal, surface transportation												S	P	P	P	S	P	P	P	P	P	P	P	P	P	P									
	Railroad facility												S	S	S	S	P								P	P										
Utility Uses	Solar energy conversion system (large scale)		C																			C	C	C	C	C	C	Sec. 17-4.2(c)(2)e.1								
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	S								

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT C = ALLOWED CONDITIONAL S = ALLOWED AS SPECIAL EXCEPTION BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts										Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts					Industrial Districts			Use-Specific Standards
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-1	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC			
	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
COMMERCIAL USES																														
Animal Care Uses	Animal shelter														S		S								P	P		Sec. 17-4.2(c)(3)a.1		
	Kennel													C	C	C	C	C	C	C					C	C	C			
	Veterinary hospital or clinic										C	C	C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2		
Commercial Services Uses	Equipment rental																	P	C		C				P	P		Sec. 17-4.2(c)(3)b.1		
	Laboratory, testing or research														P	P	P	P	P					P	P	P				
	Lawn, tree, or pest control services																P						P	P	P					
	Linen or uniform supply														P		P						P	P	P					
	Self-service storage														C	C	C	C	C	C					C	C		Sec. 17-4.2(c)(3)b.2		
Eating and Drinking Establishment Uses	Sign fabricating establishment																				P				P	P				
	Eating establishment only									C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	Sec. 17-4.2(c)(3)c.1			
	Eating and drinking establishment, Type 1									C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	Sec. 17-4.2(c)(3)c.2			

Article 4: Use Regulations
Sec. 17-4.2. Principal Uses
(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																															
P = PERMITTED BY RIGHT										C = ALLOWED CONDITIONAL										S = ALLOWED AS SPECIAL EXCEPTION							BLANK CELL = PROHIBITED				
Principal Use Category	Principal Use Type	Residential Districts										Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts					Industrial Districts			Use-Specific Standards	
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-L	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC				
Funeral and Mortuary Services Uses	Eating and drinking establishment, Type 2									S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17-4.2(c)(3)c.3				
	Crematory																							P	P						
	Funeral home or mortuary										P	P	P	P	P	P	P	P	P	P											
	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					
	Contractor's office														P	P	P	P	P	P	P				P	P	P				
Office Uses	Bank, retail										P	P	P	P	P	P	P	P	P	P											
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P	P	P	P	P				P					
	Body piercing or tattoo establishment										C	C	C	C	C	C	C	C	C	C				C		Sec. 17-4.2(c)(3)d.1					
	Dry cleaning pick-up									C	C	C	C	C	C	C	C	C	C	C	C	S	C	C	C	C	Sec. 17-4.2(c)(3)d.2				
	Laundry, coin-operated									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					
Personal Services Uses	Nail salon									P	P	P	P	P	P	P	P	P	P	P	P	P	P			P					
	Non-depository personal credit institution														C	C	C	C	C	C				C	C	Sec. 17-4.2(c)(3)d.3					
	Repair of personal goods										P	P	P	P	P	P	P	P	P	P	P	P		P	P						
	Amusement park															P								P							
	Arena, stadium, or outdoor theater															P	P	P	P	P	P	P	P	P	P						
Recreation/Entertainment Uses	Banquet hall													P	P	P	P	P	P	P	P	P				P					
	Performing arts center													P	P	P	P	S	P	P	P	P	P								

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TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT C = ALLOWED CONDITIONAL S = ALLOWED AS SPECIAL EXCEPTION BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts				Industrial Districts			Use-Specific Standards	
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-1	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI		EC
Retail Sales Uses	Recreation facility, indoor, not elsewhere listed											P	P	P	P	P		P	P	P	S	P					S	
	Recreation facility, outdoor, not elsewhere listed										P	P	S	S	P	P		P	P	P	S	P					S	
	Sexually-oriented business																							S	S			
	Building supplies and equipment store													C/ S	P				S	S					P			Sec. 17-4.2(c)(3)e.1
	Consumer goods store									P	P	C/ S	C/ S	P	P	P		C	P	C	P	P	P	P	P	P		Sec. 17-4.2(c)(3)e.1
	Convenience store													S	S	S		S	S	S	S				S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2
	Farmers' market	P	P							P	P	C/ S	C/ S	P	P	P	P	C	P	C	P	P	P	P	P	P		Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																		S					P	P			Sec. 17-4.2(c)(3)e.1
	Grocery store or food market								S	S	P	P	C	C	P	P		P	C	P		P				P		Sec. 17-4.2(c)(3)e.1
	Liquor store												S	S	S	S		S	S	S				S				Sec. 17-4.2(c)(3)e.1
Pawn shop												S	S	S	S		S	S	S								Sec. 17-4.2(c)(3)e.1	
Vehicle Sales and Services Uses	Commercial fuel depot																							P	P	P		
	Commercial vehicle repair and maintenance																				P		P	P	P			
	Commercial vehicle sales and rentals																	C						C				Sec. 17-4.2(c)(3)f.1

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																																						
P = PERMITTED BY RIGHT										C = ALLOWED CONDITIONAL										S = ALLOWED AS SPECIAL EXCEPTION										BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts										Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts					Industrial Districts			Use-Specific Standards								
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-L	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC											
Visitor Accommodations Uses	Gasoline sales and service station											C	C	C	C	C	C	C	C	C					C	C		Sec. 17-4.2(c)(3)f.2										
	Personal vehicle repair and maintenance													C	C		S	C							C	C		Sec. 17-4.2(c)(3)f.3										
	Personal vehicle sales and rentals														C		C	C	C	C					C			Sec. 17-4.2(c)(3)f.1										
	Vehicle equipment supplies sales and rentals											P	P	P	P	P	P	P	P	P					P													
	Vehicle paint and finishing shop																								P	P												
	Vehicle towing and wrecker service																								C	C		Sec. 17-4.2(c)(3)f.5										
	Bed and breakfast																		C	C	C	C						Sec. 17-4.2(c)(3)g.1										
Agriculture and Forestry Uses	Campground	S	S																																			
	Hotel or motel																																					
AGRICULTURAL USES																																						
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																																			
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(4)a.1										
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P											
	Forestry	P	P																																			
INDUSTRIAL USES																																						
Freight Movement,	Contractor's yard																									P	P											
	Motor freight facility																									P	P											

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT C = ALLOWED CONDITIONAL S = ALLOWED AS SPECIAL EXCEPTION BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-1	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	O-I	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI		EC	
Warehousing, and Wholesale Uses	Petroleum bulk station or terminal																									P			
	Warehouse distribution and storage																		S						P	P	P		
	Wholesale sales, not elsewhere listed																		S						P	P	P		
Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, medium																		C/S					P	P				Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, heavy																								P				
Resource Extraction Uses	Mining																									S			
Waste-Related Uses	Composting facility																								S	P			
	Junk, salvage, scrap, or wrecking yard																							S	S				
	Recycling center																							S	S				Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																							S	C				Sec. 17-4.2(c)(5)b.2
	Refuse disposal																								P				

NOTES:

[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).

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(c) Standards for Specific Principal Uses

This Subsection sets forth and includes the standards for all principal uses for which a reference to this Subsection is provided in the “Standards for Specific Principal Uses” column of the principal use table in Sec. 17-4.2(b), Principal Use Table. The standards set forth in this Subsection for a specific principal use shall apply to the particular individual principal use, regardless of the review procedure by which it is approved, in the zoning districts indicated with a “C” or an “S” in Sec. 17-4.2(b), Principal Use Table, unless otherwise specified in this Ordinance.

(1) Residential Uses

a. Household Living Uses

1. Cottage Neighborhood Development

A cottage neighborhood development shall comply with the following standards.

(i) Minimum Development Size

- (a)** A cottage neighborhood development shall be located on a site having a minimum area of 0.5 acres.
- (b)** A cottage neighborhood development shall include at least four dwellings.

(ii) Maximum Development Density

The density of development in a cottage neighborhood shall not exceed the maximum density allowed in the zoning district in which it is located.

(iii) Dimensional Requirements for Individual Lots

Individual lots within a cottage neighborhood development shall comply with the standards in Table 17-4.2(c)(1)a.2: Dimensional Standards for Individual Lots in a Cottage Neighborhood Development.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses****TABLE 17-4.2(C)(1)A.2: DIMENSIONAL STANDARDS FOR INDIVIDUAL LOTS IN A COTTAGE NEIGHBORHOOD DEVELOPMENT**

STANDARD		ALL USES
Lot Area, min. (sf.)	Lot fronting street on the perimeter of the cottage neighborhood development	75 percent of the minimum lot area in the zoning district where the lot is located, as modified by any overlay district
	All other lots	N/A
Lot Coverage, max. (% of site area)		100
Lot Width, min. (ft.)		20
Front Yard Setback, min. (ft.)	From common open space	10
	From street	100 percent of the minimum front yard setback in the zoning district where the lot is located, as modified by any overlay district
Side Yard Setback, min. (ft.)		15 one side, 0 other side
Rear Yard Setback, min. (ft.)	Lot that includes a driveway	20
	All other lots	N/A
Building Height, max. (ft.)		24 feet or one and one-half stories, whichever is less

(iv) Minimum Percentage of Dwellings Fronting Open Space

At least 60 percent of the dwellings in a cottage neighborhood development shall front common open space.

(v) Common Open Space

- (a)** A cottage neighborhood development shall include common open space that comprises at least 30 percent of the total site. The common open space shall include a central green or lawn area fronting some or all of the dwellings, one or more shared surface off-street parking area(s) located away from the dwellings and common area, and a perimeter buffer area that incorporates landscaping materials, existing vegetation, or other features to buffer the cottage neighborhood development from adjacent development.
- (b)** The central green or lawn area shall include at least 375 square feet of area for each dwelling in the cottage neighborhood development.
- (c)** A common building located within the common open space area may be included as an accessory use, but in no instance shall the common building be larger than 1,500 square feet or serve as a permanent dwelling unit.
- (d)** Open space areas shall include improved pedestrian walkways that provide pedestrian access to each dwelling, shared parking areas, any common buildings, and the public sidewalk network.

- (e) Ownership of the open space shall remain either with the developer or be conveyed to a homeowners' association or comparable legal entity under the laws of South Carolina.
- (f) Maintenance of the land as permanent open space shall be ensured via the recordation of covenants or similar documents with the Register of Deeds and noted (or referenced) on the site plan or final plat. This documentation shall also prescribe the nature and extent of continuing maintenance to the open space designed to preclude the creation of any nuisances.

(vi) Transitional Buffer Yard

A cottage neighborhood development shall incorporate a Type B transitional buffer yard along all lot lines shared with existing single-family detached dwellings.

(vii) Internal Streets

Vehicular entryways into a cottage neighborhood development and internal streets serving the development shall be configured as private drives with a maximum pavement width of 22 feet.

(viii) Surface Parking

- (a) A cottage neighborhood development shall include at least one shared parking area that accommodates resident or guest parking.
- (b) Surface parking areas shall include at least one parking space for each dwelling unit plus one designated guest parking space for every four dwelling units.
- (c) Provision of resident parking spaces within a shared parking area is not required in cases where resident parking is provided through individual driveways, garages, or by parking spaces along internal streets or alleys.
- (d) A surface parking area shall not be located more than 300 linear feet from the dwelling it serves.
- (e) A surface parking area shall be visible from at least one dwelling unit window in the development.

(ix) Detached Shared Garages

Detached garages serving more than one dwelling shall not exceed five car bays or include individual garage doors wider than 12 feet each.

(x) Storage Space

Each dwelling shall be provided with at least 40 square feet of covered storage space outside the heated floor area. Storage

space may be located on an individual lot or on common land adjacent to a common building.

(xi) Individual Lot Configuration

Development on individual lots within a cottage neighborhood development shall comply with the following standards.

(a) Dwelling Size

A dwelling shall be at least 600 gross square feet in size, but not more than 2,400 gross square feet in size, excluding garages.

(b) Dwelling Orientation

A dwelling that fronts an internal or perimeter street shall be oriented so that the front door of the dwelling faces the street.

(c) Front Porch

A dwelling shall incorporate a covered front porch having a minimum width of ten feet and a minimum depth of six feet between the front facade of the dwelling and the street.

(d) Windows

(a) The front facade shall incorporate a sufficient amount of windows to facilitate observation of the common area from within the dwelling.

(b) Windows on the side of the dwelling facing a side yard subject to a no-build easement held by an adjoining land owner shall remain opaque or be located above eye level to ensure privacy in the side yard of the abutting dwelling unit.

(c) A window placement on an exterior wall shall not be configured in a manner that allows direct sight into the interior of another dwelling located within 30 feet of the window.

(e) Street-Facing Garage

A street facing garage, if provided, shall be located at least ten feet behind the front facade plane of the dwelling, including porches, and shall include at least two of the following features:

(a) A garage door configured to appear as carriage house doors that open to the sides;

(b) Arbor or trellis with a minimum depth of three feet over the garage door;

- (c) A roof overhang of at least two feet over garage door with columns, corbels, or another support structure;
- (d) An arch or arches over the garage door;
- (e) Window dormers or a shed dormer;
- (f) An entry door with a minimum width of 30 inches;
- (g) A garage door and door trim of natural wood or material configured to appear as unpainted wood;
- (h) Windows within or above the garage door; or
- (i) Eaves with exposed rafters, dentil moulding, or other detail appropriate to the architectural style of the structure.

(f) Fences

- (a) Fences within front yards or side yards forward of the front facade plane shall not exceed 36 inches in height.
- (b) Fences in rear yards or side yards behind the front facade plane shall not exceed 72 inches in height.
- (c) In no instance shall a fence be placed within a no-build easement.

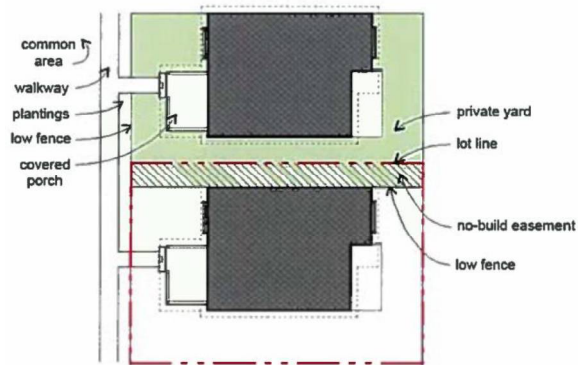
(g) Refuse Collection Containers

Each dwelling shall maintain individual refuse collection containers, which shall be screened from view and located to the side or rear of the dwelling.

(h) No-Build Easement

Any lot abutting another lot used for residential purposes in a cottage residential development shall include a no-build easement on one side that extends from the lot line to the exterior wall of the dwelling (see Figure 17-4.2(c)(1)a.2.xi(h)). The purpose for the use easement is to ensure that the adjoining property owner can use the entire side yard as private outdoor space.

Figure 17-4.2(c)(1)a.2.xi(h): No-Build Easement in Side Yard



(xii) Homeowner's Association

Each cottage neighborhood development shall include a homeowner's or property owner's association, or comparable legal entity under the laws of South Carolina, that maintains control of common areas and takes responsibility for maintenance of common features in the development, in the event the developer has transferred ownership of the common areas. Homeowner's association documents shall be submitted to and reviewed by the City prior to approval of a subdivision of land for a cottage neighborhood development.

2. Dwelling, Live-work

A live-work dwelling shall comply with the following standards:

- (i)** The residential portion of the building shall occupy over 50 percent of the gross floor area.
- (ii)** The nonresidential portion of the building shall comply with all applicable nonresidential building code requirements.
- (iii)** Employees shall be limited to occupants of the residential portion of the building plus up to two persons not residing in the residential portion.
- (iv)** Drive-through facilities are prohibited.

b. Group Living Uses

1. Continuing Care Retirement Community (CCRC)

A continuing care retirement community (CCRC) shall comply with the following standards:

- (i)** The number of nursing care beds shall not exceed 50 percent of the total number of permitted dwelling units.
- (ii)** The CCRC may include retail commercial uses as ancillary to the principal residential and healthcare uses.

- (iii) A minimum of ten percent of the CCRC's land area shall be devoted to outdoor open space, indoor or outdoor recreation facilities, and indoor or outdoor social-oriented amenities, including community centers. Such areas shall be located so as to be safely and conveniently accessible to CCRC residents.
- (iv) Each outdoor area intended for active recreation shall have a minimum area of 5,000 square feet and minimum dimension of 50 feet.
- (v) Each of the major component parts of the CCRC shall comply with the standards applicable to the principal use most closely representing component part, i.e. nursing care facility standards for the skilled nursing services components, residential care facility standards for residential care component, and single-family, two-family, and/or multifamily dwelling standards, as appropriate, for the independent living component.

2. Private Dormitory

- (i) Private dormitories shall comply with the following standards:
 - (a) Not be located within 600 feet of:
 - (a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-L, RM-M, or MU-M district; or
 - (b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.
 - (b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:
 - (a) Uses and activities that will occur in conjunction with the dormitory use;
 - (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;

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- (g) Location and management of parking for residents and visitors;
- (h) Location of amenities and their relationship and compatibility with adjacent uses.
- (c) There shall not be more than one person occupying a bedroom;
- (d) A minimum of 0.25 parking spaces per bedroom shall be provided. A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
- (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
- (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
- (g) Comply with any designated historic or design overlay district design guidelines.
- (h) A private dormitory within the AC-D or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (ii) A variance from any of the provisions of this section is prohibited;
- (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

3. Residential Care Facility

If a residential care facility is proposed to be located in a new building or in an existing building that has not been used as a residential care facility within the previous 12 consecutive months, or if an expansion of an existing residential care facility is proposed, the residential care facility or expansion is only allowed as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit, and upon a finding that the following conditions have been met and made part of the special exception conditions of approval, in addition to the standards for special exceptions set forth in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards:

(i) Licensing

The owner, operator, or manager shall verify that proper DHEC licensing requirements will be met prior to start of operation.

(ii) Loitering Control Program

The owner, operator, or manager shall verify that a loitering control program will be enforced.

(iii) Neighborhood Communication Program

The owner, operator, or manager shall provide written verification they provided local contact information to the adjoining neighborhood associations or businesses for the documentation of any problems they may have with current business practices that impact adjacent neighborhoods or businesses.

(iv) Business Plan

The owner, operator, or manager shall provide a written business plan that describes, at a minimum, the following:

- (a)** Number of residents;
- (b)** Uses and activities that will occur in conjunction with the use;
- (c)** Security plan;
- (d)** Provisions for transportation of residents to and from the facility; and
- (e)** Staffing information.

4. Rooming House or Boardinghouse

A rooming house or boardinghouse shall comply with the following standards:

- (i)** Rooms for living and sleeping shall:
 - (a)** Not include individual kitchen facilities; and
 - (b)** Be accessed by a common room or hallway, and shall not have individual access to the outside (except for emergency exits).

(2) Public, Civic, and Institutional Uses

a. Communication Uses

1. Wireless Communication Facilities (Cell Tower)

(i) Purpose

The purpose of this section is to ensure that residents, public safety operations, and businesses in the City have reliable access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that the placement of these facilities preserves the intrinsic aesthetic character of the community and is accomplished in accordance with the standards of this section, this Ordinance, and all other applicable provisions

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of the Code of Ordinances. Any person or company, including those holding franchises granted by the City, must comply with this section when erecting new wireless-communication facilities or adding on to existing facilities. This section applies to towers, and all other wireless communication facilities, and applies to facilities that are or will be located on the public streets, public property, right-of-ways, or on private property. This Section is meant to be consistent with Section 704 of the Telecommunications Act of 1996, Section 6409(a) of the Spectrum Act, and the FCC's interpretations of those Acts.

(ii) Applicability

Any person or company, including those holding franchises granted by the City, must receive approval in accordance with this standards and procedures of this section and Article 2: Administration, before constructing a wireless communication facility (WCF), adding on to existing structures, or otherwise modifying an existing wireless tower or base station.

(iii) Staff Review**(a) Generally**

(a) Prior to any construction, addition, or modification requiring "Zoning Administrator" review in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, a Zoning Permit in accordance with Sec. 17-2.5(q), Zoning Permit, is required.

(b) The Zoning Administrator shall review and make decisions on zoning permit applications for antennas, collocations, certain WCFs, minor modifications to existing structures, and applications for carriers on wheels (COWs) not to last more than 120 days, in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure. Except for eligible facilities requests, which shall be approved by the Zoning Administrator in accordance with Sec. 17-4.2(c)(2)a.1(iii)(b), Eligible Facilities Request, the Zoning Administrator's decision shall be in accordance Sec. 17-4.2(c)(2)a.1(v), Standards for Approval by Zoning Administrator.

(c) If a special exception is required in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, or if the Zoning

Administrator determines that the character or size of proposed antennas, collocations, certain WCFs, or minor modifications should require further approval, the Zoning Administrator shall forward the application to the Board of Zoning Appeals. The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e), Special Exception Permit, and Sec. 17-4.2(c)(2)a.1(vi), Standards for Approval by Board of Zoning Appeals.

(b) Eligible Facilities Request

The Zoning Administrator shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station, in accordance with Sec. 17-2.5(q), Zoning Permit.

(a) For purposes of this Subsection, a “substantial change” is a modification that substantially changes the physical dimensions of a tower or base station and that meets any of the following criteria:

- I. For towers outside of public rights-of-way, an increase in the height of the tower by more than 10 percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater. For those towers in the rights-of-way and for all base stations, an increase in the height of the tower or base station by more than 10 percent or 10 feet, whichever is greater;
- II. For towers outside of public rights-of-way, a modification that protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater. For those towers in the rights-of-way and for all base stations, a modification that protrudes from the edge of the structure more than six feet;
- III. A modification that involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
- IV. A modification that entails any excavation or deployment outside the current site of the tower or base station;

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- V. A modification that would defeat the existing concealment elements of the tower or base station; or
 - VI. A modification that does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.
- (b) For purposes of evaluating whether a modification is a “substantial change,” the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act on February 22, 2012.
- (c) If the Zoning Administrator determines that the application presents a substantial change or is otherwise not covered by Section 6409(a) of the Spectrum Act, the application shall be reviewed and decided as an application that is not an eligible facilities request in accordance with Sec. 17-4.2(c)(2)a.1(iii)(a), above.
- (d) Notwithstanding the provisions of this section, the City may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, and other applicable safety codes, and with other laws codifying objective standards reasonably related to health and safety.

(iv) General Wireless Communication Facility (WCF) Standards

- (a) WCFs may be located in accordance with, and built to a height outlined in Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, and any other applicable subsection.

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED /TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M				
	O-I, GC, AC/CR				
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M	Not permitted	N/A		
	O-I, GC, AC/C-R	Special exception	180'	300'	50'
	AC-D, MC, AC-N, AC/C-C, COR-N	Zoning Administrator	225'	300'	0'
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]
	MU-L, RM-M, MU-M	Special exception [4]	80'		
	O-I, GC, AC/C-R	Special exception [4]	100' [5]		
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M	Special exception [4]	180'	300'	District minimum yard setback [6]
	O-I, GC, AC/C-R	Special exception [4]		150' [7]	
	AC-D, MC, AC-N, AC/C-C, COR-N			150'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'	
	OV-CC, OV-ID, OV-5P, OV-	As permitted above with staff review subject all requirements of this Section.			

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED /TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
	NMC, OV-HP				
5. Existing structure < 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Special exception [4]	Support structure < 10’ above height of existing structure	N/A	0’
	MU-L, RM-M, MU-M	Special exception [4]			
	O-I, GC, AC/C-R	Zoning Administrator			
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Zoning Administrator for co-location upon existing communication towers and no increase to height of tower; otherwise Special exception	Support structure < 10’ above height of existing structure	N/A	0’
	MU-L, RM-M, MU-M				
	O-I, GC, AC/C-R				
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40’ High and Increase or Add Height > 10’ and < 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M	Special exception [4]	Support structure < 20’ above height of existing structure	N/A	0’
	O-I, GC, AC/C-R	Special exception			
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
8. Existing structure > 40’ high and	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Special exception [4]	Support structure < 20’ above height of existing	N/A	0’
	MU-L, RM-M, MU-M	Special exception			

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED /TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
increase or add height > 10’ and < 20’		[4]	structure		
	O-I, GC, AC/C-R	Zoning Administrator			
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure < 40’ high and increase or add height > 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M	Special exception [4]	Support structure < 1 times the height of existing structure	N/A	0’
	O-I, GC, AC/C-R				
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40’ High and Increase or Add Height > 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S	Not permitted	N/A		
	MU-L, RM-M, MU-M	Special exception [4]	Support structure < 40’ above height of existing structure	N/A	0’
	O-I, GC, AC/C-R	Special exception			
	AC-D, MC, AC-N, AC/C-C, COR-N				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S, RM-M, MU-L, and MU-M districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-S districts.

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- (b)** Where a new communication tower or a new stealth WCF would be “visible” from property listed within the National Register of Historic Places, the South Carolina State Historic Preservation Officer shall issue a letter stating that the design would have no adverse effect before the Zoning Administrator shall issue a Zoning Permit. Where a new communication tower or a new stealth WCF would be “visible” from property listed within a locally designated architectural conservation district, historic commercial district, a local individual landmark, or landmark district, staff must review and approve the design of the structure. To determine whether or not a proposed WCF would be “visible” as the term is used above, a line of sight six feet above grade from the property line of any property that would be within a 1,000-foot radius from the proposed WCF shall be applied. Stealth WCFs are considered visible in totality even though the associated wireless communication antenna and/or equipment building or cabinet may not be easily discernible.
- (c)** Eight-foot-high fencing shall be provided around any communication tower and associated equipment building or cabinet. Concertina wire, barbed wire, or other similar security devices are expressly prohibited unless the devices are screened entirely with year-round landscaping that achieves the required screening at the time the landscaping is installed.
- (d)** Around the base of any communication tower, outside the fencing, at least one row of evergreen shrubs forming a continuous hedge at least five feet in height shall be provided, with individual plantings spaced not more than five feet apart. Additional landscaping, including that associated with off-street parking, is to be provided as required by all other relevant provisions of this article.
- (e)** WCFs shall be illuminated only to the extent required by applicable State or federal law or regulation.
- (f)** No signage is permitted, except:

 - (a)** As required by applicable State or federal law or regulation; or
 - (b)** As required by standard industry practice for the purpose of identification, warning, emergency function or contact; and

- (c) Stealth WCFs that serve as or provide a public amenity may have up to six square feet of signage.
- (g) WCF and equipment that is no longer used for communication purposes shall be removed within 120 days of the date it is taken out of service.
- (h) New communication towers shall be light gray, except as otherwise required by applicable State or federal law or regulation.
- (i) A new communication tower, a new stealth communication WCF, or the support structure necessary to increase the height of an existing structure by more than 20 feet shall be designed such that, in the event the WCF fails structurally, it would not fall within a public right of way. The Zoning Administrator shall not issue a Zoning Permit for the support structures listed within this subsection until such time the applicant provides a signed letter from a registered professional structural engineer certifying that the proposed WCF is designed to comply with the standards of this subsection.
- (j) Any WCF permitted in the public right-of-way shall be relocated at the expense of the WCF's owner in the event relocation is required due to roadway or utility improvements.
- (k) Nothing in this section abrogates the City's discretion to deny the use of City property or right-of-ways. The City, in its proprietary capacity, retains the discretion to reject or allow such use.
- (l) Notwithstanding Article 7: Nonconformities, a WCF proposed upon an existing structure permitted in accordance with Table 17-4.2(c)(2)a.1 shall not be construed to expand or otherwise exacerbate an existing nonconformity.
- (m) No variance to the requirements of this section shall be granted by Board of Zoning Appeals.
- (n) An existing utility pole located in the right-of-way may be replaced with a new pole of substantially similar height and placement if it provides better structural support or furthers the specific design and/or esthetic efforts of the City.
- (v) Standards for Approval by Zoning Administrator**
 The Zoning Administrator shall approve a proposed WCF on finding all of the following:

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- (a) The proposed WCF complies with the standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
- (b) The proposed WCF:
 - (a) Emulates an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) Respects and, to the extent possible, compliments the style, height, bulk mass, material, and color of existing buildings, structures, vegetation, or uses within the surrounding area;
 - (c) Preserves existing vegetation;
 - (d) Preserves scenic view sheds;
 - (e) Respects existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point;
 - (f) Conceals conduit internally and streamlines antenna and equipment;
 - (g) Matches the color of the antenna and equipment with existing poles, buildings, and background; and
 - (h) Uses decorative metal or fiberglass supports consistent with the redevelopment or aesthetics effort of the area.

(vi) Standards for Approval by Board of Zoning Appeals

In addition to finding the proposed WCF complies with the standards in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards, the Board of Zoning Appeals shall approve a proposed WCF that requires a special exception upon finding it also complies with the following:

- (a) The standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
- (b) The proposed WCF would not:
 - (a) Endanger the safety of residents, employees, or travelers;
 - (b) Likely result in structural failure;
 - (c) Be located where it would substantially detract from aesthetics and neighborhood character or impair the use of neighboring properties; and
 - (d) Be located within 1,000 feet of another communication tower;

- (c) The proposed user has attempted to co-locate upon existing WCFs;
- (d) The proposed user will allow other users to co-locate upon the WCF in the future subject to the engineering capabilities of the structure; and
- (e) If the proposed WCF is a stealth WCF or an existing WCF upon an existing structure identified in Table 17-4.2(c)(2)a.1 as being subject to this Subsection:
 - (a) The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) The proposed WCF would respect, and to the extent possible compliment, the style, height, bulk, mass, materials, and color of existing buildings, structures, vegetation or uses within the surrounding area;
 - (c) The proposed WCF would preserve existing vegetation;
 - (d) The proposed WCF would preserve scenic view sheds; and
 - (e) The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point.

b. Community Service Uses

1. Day Care Facility

Day care facilities shall comply with the following standards:

- (i) Day Care facilities permitted as a principal use shall comply with the South Carolina Department of Social Services Regulations for the licensing of Child Care Centers.
- (ii) Locate outdoor play equipment no closer than 20 feet to any residential lot line.

2. Place of Worship

The City Council may grant modifications of the standards applicable to a place of worship on finding that the modification is necessary to eliminate a substantial burden on religious practice, as guaranteed by the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) of 2000 (42 U.S.C. § 2000 et seq.). In doing so, the Council may impose conditions consistent with RLUIPA that will substantially secure the objectives of the modified standard and substantially mitigate any potential adverse impact on the environment or adjacent development.

c. Parks and Open Space

1. Park or Greenway

A park or greenway shall comply with the following standards:

- (i) All structures and activity areas, including but not limited to outdoor amphitheaters, ball fields, basketball and tennis courts, swimming pools, play grounds, and parking or unloading areas, shall be located a minimum of 50 feet from any residential structure;
- (ii) Height of all structures, including lights, shall not exceed the height limit of the zoning district in which the park or greenway is located; and
- (iii) Service of food and beverages is permitted but shall be limited to service that is incidental to the primary activity of the facility.

d. Transportation Uses

1. Parking Lot (as a principal use)

- (i) The parking of motor vehicles shall be the primary use of the parcel. Except as otherwise expressly provided in this Ordinance, no other business shall be conducted in the parking lot—including, but not limited to, repair, servicing, washing, or display of vehicles, storage of goods, or business conducted by temporary vendors.
- (ii) Commercial parking lots shall not be located contiguous to the RSF-1, RSF-2, RSF-3, RD, RD-MV, or RM zoning district.

2. Parking Structure (as a principal use)

- (i) The parking of motor vehicles shall be the primary use of the structure. Except as otherwise expressly provided in this Ordinance, no other business shall be conducted in the parking structure—including, but not limited to, repair, servicing, washing, or display of vehicles, or storage of goods.
- (ii) In the AC/C-C, AC/C-R, AC-D, and MC districts, parking structures shall have commercial or office ground floor uses.

e. Utility Uses

1. Solar Energy Conversion System (Large Scale)

A large scale solar energy conversion system shall comply with the following standards:

- (i) The lot on which the system is located shall have an area of at least one acre.
- (ii) Maximum lot coverage of the system and any associated equipment shall not exceed 65 percent.

- (iii) Adequate access for maintenance of the system shall be provided.
- (iv) The system shall not exceed a height of 20 feet.
- (v) The system shall not create glare or shadows on adjacent land.
- (vi) The property owner shall be responsible for establishing any solar easements from property owners in the vicinity.

(3) Commercial Uses

a. Animal Care Uses

1. Kennel

A kennel shall comply with the following standards:

- (i) Areas in which animals are boarded shall be fully enclosed within a structure and sufficiently insulated so no unreasonable noise or odor can be detected off the premises. All boarded animals shall be kept within such a boarding area between the hours of 10:00 p.m. and 8:00 a.m.
- (ii) Runs or areas for the training or periodic exercise of animals may be located outside, if they are located at least 35 feet from any lot line and screened from view from the street and from adjoining development.
- (iii) Accessory uses may include retail sales and grooming services, as long as the accessory uses occupy no more than 25 percent of the total gross floor area.
- (iv) All animal refuse shall be kept in airtight containers and disposed of on a regular basis.
- (v) No crematory facilities are allowed.

2. Veterinary Hospital or Clinic

Veterinary hospitals and clinics shall comply with the following standards:

- (i) Areas in which animals are boarded shall be fully enclosed within a structure and sufficiently insulated so no unreasonable noise or odor can be detected off the premises. All boarded animals shall be kept within such a boarding area between the hours of 10:00 p.m. and 8:00 a.m.;
- (ii) Where the lot is adjacent to a residential zoning district or residential use, a side yard of not less than 30 feet and a rear yard of not less than 40 feet shall be provided;
- (iii) Runs or areas for the training or periodic exercise of animals may be located outside, if they are located at least 35 feet from any

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lot line and screened from view from the street and from adjoining development;

- (iv) All animal refuse shall be kept in airtight containers and disposed of on a regular basis.

b. Commercial Services Uses**1. Equipment Rental**

In districts other than the GC, LI and HI districts, no merchandise or equipment shall be displayed or stored outside the store.

2. Self-Service Storage Facility

A self-service storage facility shall comply with the following standards.

(i) Multiple Buildings or Direct Exterior Access to Storage Units

- (a) A self-service storage facility in the AC/C-C, AC/C-R, or MC district shall not include more than one building or provide direct access to individual storage units from the exterior of the building.

(ii) Additional Standards if Direct Exterior Access to Storage Units Provided

If the facility includes a building providing direct access to individual storage units from the exterior of the building, the following standards apply:

- (a) The minimum lot area shall be one acre.
- (b) If the facility includes multiple buildings, there shall be a minimum separation of ten feet between buildings.
- (c) Any side of a building that has doorways providing direct access to a storage unit or area shall be set back from the property line not less than 25 feet.
- (d) On-site driveways serving storage units designed to be accessed directly from the exterior of a building shall have the following minimum widths:
 - (a) All one-way driveways shall provide for one ten-foot parking lane and one 15-foot travel lane.
 - (b) All two-way driveways shall provide for one ten-foot parking lane and two 12-foot travel lanes.
- (e) The one- or two-way traffic flow patterns in travel lanes and the location of parking lanes shall be designated, at a minimum, by painted lane markings, including arrows for travel lanes, and standard directional signage.

- (f) Appropriate access and circulation by vehicles and emergency equipment shall be ensured through the design of internal turning radii of aiseways.
- (g) All accessways shall be paved with asphalt, concrete, or comparable paving materials.
- (h) Doors on the exterior of a building providing direct access to individual storage units shall be oriented or screened so as to not be visible from adjacent streets.
- (i) Perimeter or exterior walls visible from an arterial street or residential use shall not include metal as a primary material.

(iii) Operation

- (a) The only commercial uses permitted on-site shall be the rental of storage units or areas and the pickup and deposit of goods or property in dead storage. Storage units or areas shall not be used to manufacture, fabricate, or process goods, to service or repair vehicles, small engines or electrical equipment, or conduct similar repair activities, to conduct garage sales or retail sales of any kind, or to conduct any other commercial or industrial activity on the site.
- (b) Open storage of recreational vehicles (RVs) and pleasure boats of the type customarily maintained by persons for their personal use is allowed within a self-service storage facility use provided that the following standards are met:
 - (a) The minimum lot area shall be one acre.
 - (b) The storage shall occur only within a clearly delineated and designated area located to the rear of the principal structure and screened so as to not be visible from adjacent streets.
 - (c) The storage shall not occur within a required yard.
- (c) Individual storage bays or private postal boxes within a self-service storage facility use shall not be considered premises for the purpose of assigning a legal address.
- (d) No more than one security or caretaker quarters may be developed on the site.
- (e) Except as otherwise authorized in this subsection, all property stored on the site shall be enclosed entirely within enclosed buildings.
- (f) Hours of public access to a self-service storage facility abutting a residential zoning district or residential use shall be restricted to the hours between 6:00 A.M. and 10:00 P.M.

c. Eating and Drinking Establishment Uses

1. Eating Establishment Only

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the AC-N District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating or drinking establishment use), and Sec. 17-5.6(c), Neighborhood Compatibility Standards.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.

2. Eating and Drinking Establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the AC-N District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating or drinking establishment use), and Sec. 17-5.6(c), Neighborhood Compatibility Standards.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a)** The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b)** The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c)** Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d)** Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e)** Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

3. Eating and Drinking Establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

- (a)** Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating or drinking establishment use).
- (b)** Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment within

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the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Business Plan Summary
- (b) Days and hours of operation
- (c) Staffing schedule
- (d) Kitchen equipment
- (e) Menu and hours of food service
- (f) Parking for customers and employees
- (g) Type of entertainment and duration
- (h) Projected Revenue: % Alcohol vs. Food Sales
- (i) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment that was in operation prior to [insert the effective date of this Ordinance] is permitted to continue operation as originally permitted until such time there is a change of ownership or any change that would require zoning compliance review of a business license. Upon application for the new business license, the applicant shall provide the information required in part 3.(iii) of this section to the Zoning Administrator for review.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.

- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

d. Personal Services Uses

1. Body Piercing or Tattoo Establishment

A body piercing or tattoo establishment shall be located at least 100 feet from Residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment and the INS-FJ District.

2. Dry Cleaning Pick Up

Any on-site cleaning shall:

- (i) Be limited to work brought in over the counter or by normal customer service delivery truck; and
- (ii) Be housed within an enclosed building.

3. Non-depository Personal Credit Institution

- (i) Non-depository personal credit institutions (payday loan and/or title loan establishments) shall comply with the following standards:
 - (a) A non-depository personal credit institution shall be at least 3,000 feet from any lot containing another non-depository personal credit institution.
 - (b) A non-depository personal credit institution shall be located in a building with at least 12,000 square feet of gross floor area.
- (ii) A variance from any of the provisions of this section, and the provisions of this subsection is prohibited.

4. Sexually-Oriented Businesses

(i) Purpose

The purpose of this section is to regulate sexually-oriented businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects

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of sexually-oriented businesses. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually-oriented materials. Similarly, it is neither the intent nor effect of this section to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene material.

(ii) Findings and Rationale

(a) The findings in Sec. 17-4.2(c)(3)d.4(ii)(b) below are based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the City Council, including the following, and on findings, interpretations, and narrowing constructions incorporated in the following:

(a) The cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and,

(b) The cases of *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *D.G. Restaurant, Inc. v. City of Myrtle Beach*, 953 F.2d 140 (4th Cir. 1991); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Independence News, Inc. v. City of Charlotte*, 568 F.3d 148 (4th Cir. 2009); *Steakhouse, Inc. v. City of Raleigh*, 166 F.3d 634 (4th Cir. 1999); *Hart Bookstores, Inc. v. Edmisten*, 612 F.2d 821 (4th Cir. 1979); *Wall Distributors, Inc. v. City of Newport News*, 782 F.2d 1165 (4th Cir. 1986); *Restaurant Row Associates v. Horry County*, 516 S.E.2d 442 (1999); *Condor, Inc. v. Board of Zoning Appeals*, 493 S.E.2d 342 (1997); *Rothschild v. Richland County Bd. of Adjustment*, 420 S.E.2d 853 (1992); *Centaur, Inc. v. Richland County*, 392 S.E.2d 165 (1990); and

(c) The cases of *Ocello v. Koster*, 354 S.W.3d 187, 2011 WL 5547027 (Mo. Nov. 15, 2011); 84 Video/Newsstand, Inc.

v. Sartini, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Ind. Ct. App. 2007); Flanigan's Enters., Inc. v. Fulton County, 596 F.3d 1265 (11th Cir. 2010); East Brooks Books, Inc. v. Shelby County, 588 F.3d 360 (6th Cir. 2009); Entm't Prods., Inc. v. Shelby County, 588 F.3d 372 (6th Cir. 2009); Sensations, Inc. v. City of Grand Rapids, 526 F.3d 291 (6th Cir. 2008); World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); Peek-a-Boo Lounge v. Manatee County, 630 F.3d 1346 (11th Cir. 2011); Daytona Grand, Inc. v. City of Daytona Beach, 490 F.3d 860 (11th Cir. 2007); Williams v. Morgan, 478 F.3d 1316 (11th Cir. 2007); Jacksonville Property Rights Ass'n, Inc. v. City of Jacksonville, 635 F.3d 1266 (11th Cir. 2011); H&A Land Corp. v. City of Kennedale, 480 F.3d 336 (5th Cir. 2007); Hang On, Inc. v. City of Arlington, 65 F.3d 1248 (5th Cir. 1995); Fantasy Ranch, Inc. v. City of Arlington, 459 F.3d 546 (5th Cir. 2006); Illinois One News, Inc. v. City of Marshall, 477 F.3d 461 (7th Cir. 2007); G.M. Enterprises, Inc. v. Town of St. Joseph, 350 F.3d 631 (7th Cir. 2003); Richland Bookmart, Inc. v. Knox County, 555 F.3d 512 (6th Cir. 2009); Richland Bookmart, Inc. v. Nichols, 137 F.3d 435 (6th Cir. 1998); Spokane Arcade, Inc. v. City of Spokane, 75 F.3d 663 (9th Cir. 1996); City of New York v. Hommes, 724 N.E.2d 368 (N.Y. 1999); Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); Z.J. Gifts D-4, L.L.C. v. City of Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); People ex rel. Deters v. The Lion's Den, Inc., Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); Reliable Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005); Hart Book Stores, Inc. v. Edmisten, 612 F.2d 821 (4th Cir. 1979); and

- (d) Reports concerning secondary effects occurring in and around sexually-oriented businesses, including, but not limited to, Austin, Texas - 1986; Indianapolis, Indiana - 1984; Garden Grove, California - 1991; Houston, Texas - 1983, 1997; Phoenix, Arizona - 1979, 1995-98; Tucson, Arizona - 1990; Chattanooga, Tennessee - 1999-2003;

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Los Angeles, California - 1977; Whittier, California - 1978; Spokane, Washington - 2001; St. Cloud, Minnesota - 1994; Littleton, Colorado - 2004; Oklahoma City, Oklahoma - 1986; Dallas, Texas - 1997; Ft. Worth, Texas - 2004; Kennedale, Texas - 2005; Greensboro, North Carolina - 2003; Amarillo, Texas - 1977; Jackson County, Missouri - 2008; Louisville, Kentucky - 2004; New York, New York Times Square - 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually-oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas - 2007; "Rural Hotspots: The Case of Adult Businesses," 19 Criminal Justice Policy Review 153 (2008); and "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," Journal of Urban Health (2011).

(b) The City Council finds:

- (a)** Sexually-oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
- (b)** Sexually-oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other sexually-oriented businesses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of sexually-oriented businesses in one area.
- (c)** Each of the foregoing negative secondary effects constitutes a harm which the City has a substantial government interest in preventing and/or abating. This substantial government interest in preventing secondary effects, which is the City's rationale for this division, exists independent of any comparative analysis between sexually-oriented and non-sexually-oriented businesses. Additionally, the city's interest in regulating sexually-oriented businesses extends to preventing future secondary effects of either current or future sexually-oriented businesses that may locate in the City.

The City finds that the cases and documentation relied on in these regulations are reasonably believed to be relevant to secondary effects.

- (c) The City hereby adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of sexually-oriented businesses, including the judicial opinions and reports related to such secondary effects.

(iii) Location

- (a) A variance from any of the provisions of this section is prohibited. A special exception regarding any of the requirements of this section is prohibited.
- (b) A person commits a misdemeanor if that person operates or causes to be operated a sexually-oriented business outside of a designated LI or HI district. A sexually-oriented business shall be located within an LI or HI district; however no sexually-oriented business shall be permitted to operate within an LI or HI district that includes any of the following zoning districts:
 - (a) The OV-CC district;
 - (b) The OV-5P district;
 - (c) The OV-ID district;
 - (d) The OV-HP district;
 - (e) The OV-NMC district; and
 - (f) Any PD district.
- (c) A person commits a misdemeanor if that person operates or causes to be operated a sexually-oriented business within 900 feet of:
 - (a) A place of worship;
 - (b) A boundary of any residential district;
 - (c) Any outdoor recreational facility at which minors are likely to congregate;
 - (d) A lot devoted to residential use;
 - (e) A day care facility; or
 - (f) A cemetery.
- (d) A person commits a misdemeanor if that person causes or permits the operation, establishment, substantial enlargement, or transfer of ownership or control of a

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sexually-oriented business within 1,250 feet of a public or private elementary or secondary school.

- (e) A person commits a misdemeanor if that person causes or permits the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually-oriented business within 1,000 feet of another sexually-oriented business.
- (f) A person commits a misdemeanor if that person causes or permits the operation, establishment or maintenance of more than one sexually-oriented business in the same building, structure, or portion thereof, or the increase of floor area of any sexually-oriented business in any building, structure, or portion thereof containing another sexually-oriented business.
- (g) For purposes of subsections (c) and (d) above, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure where a sexually-oriented business is conducted, to the nearest boundary of a residential district, or to the nearest property line of the premises of a place of worship, day care facility, cemetery, or outdoor recreational facility at which minors are likely to congregate, a lot devoted to a residential use, or a public or private elementary or secondary school.
- (h) For purposes of subsection (e) above, the distance between any two sexually-oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.
- (i) A sexually-oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually-oriented business license, of a land use within the distances set forth in subsection (c), (d), or (e) above. This provision applies only to the renewal of a valid license, and does not apply when a completed application for a license is filed after a license has expired or has been revoked.

(iv) Adult Motels

- (a) Evidence that a sleeping room in a hotel, motel or similar commercial establishment has been rented and vacated two or more times in a period of time that is less than ten hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this section.

- (b) For purposes of subsection 4.(a) above, the term "rent" means the act of permitting a room to be occupied for any form of consideration.

e. Retail Sales Uses

1. General

All use types in the Retail Sales Uses category shall comply with the following standards:

- (i) In the AC-N and COR-N districts, a retail sales use occupying more than 10,000 square feet may be permitted as a special exception, in accordance with Sec. 17-2.5(e), Special Exception Permit.
- (ii) In the MC and AC-D districts, any single freestanding retail sales use shall not occupy a building footprint greater than 30,000 square feet in gross floor area.

2. Convenience Store

- (i) The standards in Sec. 17-4.2(c)(3)e, Retail Sales Uses, apply to convenience stores.
- (ii) If a convenience store is proposed to be located in a new building or in an existing building that has not been used as a convenience store within the previous 12 consecutive months, or if a building expansion of an existing convenience store is proposed, the convenience store or expansion is only allowed as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit, and upon a finding that the following conditions have been met and made part of the special exception conditions of approval, in addition to the standards for special exceptions set forth in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards:

(a) Loitering Control Program

The owner, operator, manager, or local representative of the parent company which operates the convenience store verifies that a loitering control program will be enforced.

(b) Litter Control Program

At least two trash receptacles are provided onsite for customer use and written verification is provided that the owner, operator, manager, or a local representative of the parent company will conduct, at a minimum, daily onsite litter pickup as well as litter pick-up along sidewalks adjacent to the site.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

(c) Sign Pledge Program

The owner, operator, manager, or a local representative of the parent company provides written verification they will comply with the standards in Sec. 17-5.10, Signs.

(d) Crime Prevention and Awareness Program

The owner, operator, manager, or a local representative of the parent company provides written verification they have contacted the City of Columbia Police Department regarding participation in a crime prevention/awareness program.

(e) Neighborhood Communication Program

The owner, operator, manager, or a local representative of the parent company has provided written verification they will provide local contact information to the adjoining neighborhood associations or business for the documentation of any problems they may have with current business practices that impact adjacent neighborhoods or businesses.

f. Vehicle Sales and Services Uses**1. Commercial Vehicle Sales and Rentals and Personal Vehicle Sales and Rentals**

- (i)** Except for personal vehicle rentals, in the ACD and MC zoning districts, no merchandise or equipment shall be displayed or stored outside the store.
- (ii)** No vehicles or other similar items shall be displayed on the top of a building.
- (iii)** No materials for sale or rent other than vehicles shall be displayed between the principal structure and the adjoining street.

2. Gasoline Sales and Service Station

A gasoline sales and service station shall comply with the following standards:

- (i)** Gasoline pumps, canopies, and associated service areas are prohibited in any established front yard in the AC-N, AC/C-C, and AC/C-R districts.
- (ii)** If located on a corner lot, the lot shall have an area of at least 30,000 square feet and a frontage of at least 200 feet on each street side. In all other cases, the lot shall have an area of at least 15,000 square feet and a lot width of at least 150 feet.
- (iii)** The gasoline sales and service station shall have no more than two vehicular access points. Access points shall be located at

least 150 feet from each other and from any intersecting street right-of-ways, and at least 15 feet from any other lot line.

- (iv) Vehicular access points shall be no more than 36 feet wide.
- (v) The site shall be designed to ensure safe and adequate vehicle stacking, circulation, and turning movements.

3. Personal Vehicle Repair and Maintenance

A personal vehicle repair and maintenance establishment shall comply with the following standards:

- (i) Be located at least 250 feet from a Residential zoning district, school, or day care facility.
- (ii) All sales and installation operations shall be conducted in an enclosed building with no outdoor storage.
- (iii) Service activity on any motor vehicle shall be completed within a 14 day period and the vehicle shall not be stored on the site for longer than this same period.
- (iv) The demolition or junking of motor vehicles is prohibited.
- (v) Vehicles shall not be parked or stored as a source of parts or for the purpose of sale or lease/rent.
- (vi) Car wash and auto detailing uses shall be designed such that vehicle stacking, circulation, and turning movements do not create obstructions to vehicular or pedestrian movement along adjacent streets, through parking areas, and in front of buildings. All washing activity shall occur within an enclosed structure.
- (vii) Wrecked or inoperative vehicles shall not be stored on the site without valid work or repairs orders.
- (viii) A safety curb shall be installed around the perimeter of all paved areas.
- (ix) The operation of the site (e.g., parking, vehicle queuing) shall not block the sidewalk, street, or any portion of the public right-of-way, or impede a pedestrian or bicycle pathway.

4. Vehicle Paint and Finishing Shop

The storage of paint and vehicles on-site shall be completely screened from the view of pedestrians and motorists in the right-of-way by a wooden fence or masonry wall.

5. Vehicle Towing and Wrecker Service

Vehicle storage areas for vehicle towing and wrecker service shall comply with the following standards:

- (i) A vehicle storage area shall not be located closer than 500 feet from any residential district, school, or day care facility.

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Sec. 17-4.2. Principal Uses

(c) Standards for Specific Principal Uses

- (ii) The number of vehicles stored on-site shall be limited to 20 vehicles.
- (iii) Vehicles shall not be stored for more than 90 days.
- (iv) Vehicles shall be stored to the rear of the principal structure, behind a wooden fence or masonry wall that is at least 8 feet in height.

g. Visitor Accommodations Uses**1. Bed and Breakfast**

A bed and breakfast shall comply with the following standards:

- (i) Shall only be located in a single-family detached dwelling;
- (ii) Contain no more than ten rooms that are offered for rent to guests.
- (iii) Not allow the rental of a room to a guest for more than 14 consecutive days during any 30-day period;
- (iv) Serve only breakfast to paying guests.
- (v) On-site parking shall not be located within the front yard or at any location in front of the principal structure.

(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 shall not exceed 15 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.
- (iii) Perimeter fences, including trellises, are allowed in community gardens, subject to the standards in Sec. 17-5.8, Fences and Walls.
- (iv) 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.

(5) Industrial Uses

a. Manufacturing Uses

1. Manufacturing, Assembly, or Fabrication, Light or Medium

In the MC zoning district, manufacturing, assembly, or fabrication, light or medium, are allowed as a permitted principal use up to 10,000 gross square feet in area. Such uses occupying more than 10,000 gross square feet may be allowed with approval of a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit.

b. Waste-Related Uses

1. Recycling Center

A recycling center shall comply with the following standards:

- (i) Stocks and supplies shall be either stored inside enclosed buildings or screened by solid walls, opaque fences, dense evergreen shrubbery or the like, so that they are not visible from any public street or from the ground level of adjacent property used for residential or office purposes.
- (ii) Any required front yard shall not be used for storage.
- (iii) The side yard setback for storage areas and buildings adjacent to residential or office uses shall be at least 25 feet.
- (iv) Adequate ingress and egress shall be provided.
- (v) Adequate off-street parking and storage shall be provided to accommodate vehicles serving or being served by the recycling center.

2. Refuse Processing Facility

A refuse processing facility shall comply with the following standards:

- (i) All separation and processing operations, including storage of solid waste, shall be confined to the interior of a wholly enclosed building.
- (ii) The facility shall have all applicable State permits approved.
- (iii) Processing of solid waste must begin within 24 hours of it reaching the site.

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(a) General****Sec. 17-4.3 Accessory Uses and Structures****(a) General****(1) Purpose and Intent**

The purpose of this section is to authorize the establishment and continuation of accessory uses and structures, which are land uses and structures that are incidental and customarily subordinate to principal uses. This section is intended to allow a broad range of accessory uses and structures, so long as they comply with the standards set forth in this section to reduce potentially adverse impacts on surrounding lands.

(2) Organization of this Section

The table in Sec. 17-4.3(b), Accessory Use/Structure Table, identifies the zoning districts in which specific accessory uses and structures are allowed. Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures, sets out general standards applicable to all accessory uses and structures. Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures, sets out any special standards applicable to particular accessory uses and structures.

(b) Accessory Use/Structure Table**(1) Organization of Accessory Uses and Structures**

The Accessory Use/Structure Table in this subsection lists accessory uses and structures alphabetically.

(2) Abbreviations in Use Table Cells**a. Permitted Uses and Structures**

A “P” in a cell of the accessory use/structure table indicates that the use or structure is allowed by right as an accessory use or structure in the corresponding base zoning district subject to compliance with the use-specific standards referenced in the final column of the table. Permitted accessory uses and structures are subject to all other applicable regulations of this Ordinance, including but not limited to those set forth in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards.

b. Special Exception Uses and Structures

An “S” in a cell of the accessory use/structure table indicates that the use or structure is allowed in the corresponding base zoning district as an accessory use or structure only upon approval of a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, and any use-specific standards referenced in the final column of the table. Accessory uses and structures subject to a Special Exception Permit are subject to all other applicable regulations of this Ordinance, including, but not limited to, those set forth in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards.

c. Prohibited Uses and Structures

A blank cell in an accessory use/structure table indicates that the use or structure is prohibited in the corresponding zoning district.

(3) Standards for Specific Accessory Uses and Structures

When a particular use or structure is permitted as an accessory use or structure in a zoning district, there may be additional regulations that are applicable to a specific use. The existence of these use-specific standards is noted through a section reference in the last column of the use table titled “Standards for Specific Accessory Uses and Structures.” References refer to Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures. These standards shall apply to a particular use or structure regardless of the base zoning district where it is proposed, unless otherwise specified.

(4) Unlisted Uses

The Zoning Administrator shall evaluate potential accessory uses or structures that are not identified in Sec. 17-4.3(b), Accessory Use/Structure Table, on a case-by-case basis, as an Interpretation (see Sec. 17-2.5(w), Interpretation – Zoning). In making the interpretation, the Zoning Administrator shall consider the following:

- a.** Accessory uses identified in Sec. 17-9.3(a), Principal Use Classification System;
- b.** The definition of “accessory use” (see Sec. 17-9.4, Definitions), and the general accessory use standards established in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures;
- c.** The additional regulations for specific accessory uses established in Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures;
- d.** The purpose and intent of the zoning district in which the accessory use or structure is located (see Article 3: Zoning Districts);
- e.** Any potential adverse impacts the accessory use or structure may have on other lands in the area, compared with other accessory uses permitted in the zoning district; and
- f.** The compatibility of the accessory use or structure, including the structure in which it is housed, with other principal and accessory uses permitted in the zoning district.

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Sec. 17-4.3. Accessory Uses and Structures

(c) General Standards for All Accessory Uses and Structures

(5) Accessory Use/Structure Table for Base Zoning Districts

TABLE 17-4.3(B)(5): ACCESSORY USE/STRUCTURE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT									S = ALLOWED AS SPECIAL EXCEPTION									BLANK CELL = PROHIBITED										
Accessory Use/Structure	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus				Industrial Districts			Use-Specific Standards				
	T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-S	RM-M	MU-L	MU-M	AC-N	COR-N	AC/C-C	AC/C-R	OI	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC		
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P																Sec. 17-4.3(d)(1)	
Automated teller machine (ATM)		P								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.3(d)(2)	
Community garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.3(d)(3)	
Drive-through facility											S				S	P		P				P	P	P	P	P	Sec. 17-4.3(d)(4)	
Family child care home (as accessory to a single-family dwelling)			P	P	P	P	P	P	P	P																	Sec. 17-4.3(d)(5)	
Home occupation	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P					P	Sec. 17-4.3(d)(6)	
Outdoor display of merchandise (as accessory to a retail sales use or wholesale sales)								P	P	P	P	P	P	P	P	P	P	P	P			P		P	P	P	Sec. 17-4.3(d)(7)	
Outdoor seating (as accessory to an eating or drinking establishment use)											P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	Sec. 17-4.3(d)(8)	
Solar energy conversion system (small-scale)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.3(d)(9)	
Storage, outdoor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.3(d)(10)	
Swimming pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.3(d)(11)	

(c) General Standards for All Accessory Uses and Structures

All accessory uses and accessory structures shall:

- (1)** Directly serve the principal use or structure;
- (2)** Be customarily accessory and clearly incidental and subordinate to the principal use and structure;
- (3)** Be subordinate in area, extent, and purpose to the principal use or structure;
- (4)** Be owned or operated by the same person as the principal use or structure;
- (5)** Be located on the same lot as the principal use or structure;

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(d) Standards for Specific Accessory Uses and Structures**

- (6)** Together with the principal use or structure, not violate any standards of this Ordinance;
- (7)** Not be erected closer than three feet to any side or rear property line or within five feet of any main building;
- (8)** Not be erected within a required front yard;
- (9)** Not be constructed or established prior to the time the principal use or structure is constructed or established; and
- (10)** Not constitute a combination use, which is the combination of two principal uses (combination uses will not meet the above standards in terms of being subordinate or providing service to the principal use).

(d) Standards for Specific Accessory Uses and Structures

The standards set forth in this subsection for a specific accessory use or structure shall apply to the particular individual accessory use or structure, regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance. This subsection is intended to set forth and consolidate the standards for all accessory uses or structures for which a reference to this subsection is provided in the “Standards for Specific Accessory Uses and Structures” column of the accessory use/structure table in Sec. 17-4.3(b), Accessory Use/Structure Table. These standards may be modified by other applicable standards or requirements in this Ordinance.

(1) Accessory Dwelling Unit

An accessory dwelling unit is allowed only as accessory to, and on the same lot as, a single-family detached dwelling unit, subject to the following standards:

- a.** There shall be no more than one accessory dwelling unit on a lot.
- b.** Either the principal dwelling unit or the accessory dwelling unit must be the permanent, full-time residence of the owner of the lot.
- c.** An accessory dwelling unit may be within or attached to the principal structure (e.g., a downstairs or upstairs apartment), or exist within or as a detached structure (e.g., an apartment above a detached garage or a guesthouse).
 - 1.** If attached, the accessory dwelling unit must be attached to the principal structure and have an operative interconnecting door with the principal structure.
 - 2.** If detached:
 - (i)** A distance of at least ten feet shall separate the accessory dwelling unit from the principal structure; and
 - (ii)** The accessory dwelling unit must be located in the same base zoning district as the principal structure.

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Sec. 17-4.3. Accessory Uses and Structures

(d) Standards for Specific Accessory Uses and Structures

- d. A manufactured home or recreational vehicle, travel trailer, camper, or similar vehicle shall not be used as an accessory dwelling unit.
- e. The floor area of an accessory dwelling unit shall be no more than the lesser of 800 square feet or 35 percent of the floor area or the principal dwelling unit (excluding carports, garages, and unfinished basements).
- f. An accessory dwelling unit shall:
 - 1. Have the same street address and mailbox as the principal dwelling
 - 2. Not be subdivided or otherwise segregated in ownership from the principal single-family dwelling unit.
 - 3. Use the same water, sanitary sewer, gas, and electric utilities as the principal dwelling.
 - 4. Use the same driveway as the principal dwelling, unless it is accessed from a right-of-way not used by the principal use (e.g., a rear alley or separate street access on a corner or through lot).
 - 5. Maintain the architectural design, style, appearance and character of the principal dwelling by incorporating design elements of the principal residence like compatible materials, similar façade treatment, colors, window style/treatment and roof design and pitch.
- g. Only one kitchen is allowed per accessory dwelling unit.
- h. At least one off-street parking space shall be provided in addition to those required for the primary dwelling.
- i. An accessory dwelling unit shall not be leased or rented for tenancies of less than 30 days.
- j. Accessory dwelling units shall not count toward the maximum density standards.
- k. Home occupations are not allowed in accessory dwelling units.

(2) Automated Teller Machine (ATM)

- a. An ATM designed for walk-up use and located in the exterior wall of a building or within a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.
- b. If an ATM is designed for use by customers in their vehicles, it shall comply with the accessory use standards (including zones where permitted) in Sec. 17-4.3(d)(4), Drive-through Facility.

(3) Community Garden

A community garden as an accessory use shall comply with the standards in Sec. 17-4.2(c)(4)a.1, Community Garden.

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(d) Standards for Specific Accessory Uses and Structures****(4) Drive-through Facility**

A drive-through facility shall comply with the following standards:

- a. Canopies or other features installed over a drive through window shall maintain common roof lines and materials with the principal structure.
- b. Vehicular access to drive-through windows or service areas shall be provided from an arterial or collector street.
- c. The driveway providing access to the drive-through facility shall be at least 25 feet from any other driveway.
- d. Internal traffic circulation patterns on the site shall not cause vehicles to impede vehicular movement external to the site or block access to any required parking spaces located on the site.
- e. Drive-through facilities shall not be located on the front façade of the building they serve.
- f. Drive-through facilities shall be designed so as not to obstruct the movement of pedestrians along sidewalks, through areas intended for public use, or between the building entrance and customer parking spaces.
- g. No portion of a drive-through facility shall be located within 50 feet of a Residential zoning district or a lot containing a residential use.

(5) Family Child Care Home (as accessory to single-family dwelling)

A family child care home is permitted as an accessory use to a single-family dwelling, , provided the family child care home shall:

- a. Not provide care for more than six children;
- b. Be licensed by the State as a Licensed Family Child Care Home;
- c. Comply with standards in Sec. 17-4.3(d)(6), Home Occupation;
- d. Designate an area adjacent to the family child care home and outside the public right-of-way for the loading and unloading of children using the facility, arranged so that children do not have to cross vehicular travel ways to enter and exit the day care facility;
- e. Include a fenced outdoor play area of not less than 500 square feet that is:
 - 1. Located to the side or rear of buildings;
 - 2. Completely enclosed by a fence that is at least four feet in height;
 - 3. Safely segregated from parking, loading, or service areas; and
 - 4. Not operated for outdoor play activities after 8:00 P.M.;
- f. Screen any outdoor play areas adjacent to a residential lot line by a six-foot solid fence or wall; and
- g. Locate outdoor play equipment not closer than 20 feet from any residential lot line.

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Sec. 17-4.3. Accessory Uses and Structures

(d) Standards for Specific Accessory Uses and Structures

(6) Home Occupation

Home occupations are permitted as an accessory use to a dwelling unit, subject to the following standards:

- a. Beauty salons and barbershops as home occupations require a Special Exception Permit, in accordance with Sec. 17-2.5(e), Special Exception Permit.
- b. The principal person conducting the home occupation shall be a full-time resident of the dwelling unit, and the occupation shall employ not more than two people on the premises who are not full-time residents of the dwelling unit.
- c. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- d. Not more than 25 percent of the floor area of the dwelling unit or 1,000 square feet, whichever is less, shall be used in the conduct of the home occupation.
- e. There shall be no sign or change in the residential character or external appearance of the dwelling unit, its associated structures, or its principal residential use, other than a permitted sign, to indicate that the dwelling unit is used for other than residential purposes.
- f. The home occupation shall be conducted entirely within the principal structure or within a fully enclosed, lawfully approved structure which is accessory to the residential use, provided:
 1. A home occupation is not allowed in an accessory dwelling unit;
 2. Any portion of an accessory structure that is used to provide a required parking space shall not be used for a home occupation; and
 3. Where a lot is nonconforming as to the number of required parking spaces, an accessory structure or a portion thereof, shall not be used as a home occupation where that accessory structure or portion thereof, could be used to provide the required number of parking spaces.
- g. Goods shall not be offered for purchase on the premises, except those goods incidental to the provision of a service in connection with the home occupation (e.g., a hairdresser may sell shampoo).
- h. Any vehicle used to conduct the home occupation shall be of a size that does not disrupt the quiet nature and visual quality of the neighborhood. A maximum of two vehicles used to conduct the home occupation may be stored on the premises or on a public street within 1,200 feet of the premises. Any need for additional parking generated by the conduct of the home occupation shall be met off the street and other than in a required

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(d) Standards for Specific Accessory Uses and Structures**

front yard, in accordance with Sec. 17-5.2, Off-Street Parking, Bicycle Parking.

- i. The home occupation shall not involve significantly greater volumes or frequencies of deliveries or shipments, vehicular traffic, or pedestrian traffic than normally expected in a residential neighborhood.
- j. No equipment or process shall be used in the home occupation which creates noise, vibration, glare, fumes, odors, or electrical or communications interference, including visual or audible interference with radio or television reception, that can be detected by the normal senses off the lot if the occupation is conducted in a single-family detached residence, or outside the dwelling unit if conducted in other than a single-family detached residence.
- k. No outdoor storage or display of goods shall be allowed in connection with any home occupation.
- l. The manufacture, maintenance, or repair of any type of motorized vehicle shall not be permitted as a home occupation.

(7) Outdoor Display of Merchandise (as accessory to a retail sales use or wholesale sales)

Outdoor display of merchandise is allowed as an accessory use to any retail sales use, commercial services use, or wholesale sales use that is conducted within a building located on the same lot, subject to the following standards:

- a. Merchandise displayed shall be limited to that sold or rented by the principal use;
- b. Merchandise displayed shall not include hazardous and flammable materials, such as gasoline, oil, antifreeze, kerosene, poisons, pesticides and similar items;
- c. All outdoor display of goods shall be located immediately adjacent to the front or side of the principal building, and not in drive aisles, loading zones, fire lanes, or parking lots;
- d. Outdoor display areas shall be located to maintain a clearance area in front of primary building entrances for at least ten feet directly outward from the entrance width; and
- e. An obstruction-free area at least five feet wide shall be maintained through the entire length of the display area or between it and adjacent parking areas so as to allow pedestrians and handicapped persons to safely and conveniently travel between parking areas or drive aisles to the building and along the front and side of the building, without having to detour around the display area.

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Sec. 17-4.3. Accessory Uses and Structures

(d) Standards for Specific Accessory Uses and Structures

(8) Outdoor Seating/Activity Area (as accessory to an eating or drinking establishment use)

Outdoor seating/and activity areas as an accessory use to any eating or drinking establishment shall comply with the following standards:

- a. No sound production or reproduction machine or device (including, but not limited to musical instruments, loud-speakers, and sound amplifiers) shall be played in the outdoor seating area at volumes that violate the noise ordinance.
- b. Hours of operation of the outdoor seating area shall be the same as those for the eating or drinking establishment.
- c. Food preparation shall occur only within the enclosed principal building containing the eating or drinking establishment.
- d. The outdoor seating area shall not obstruct the movement of pedestrians along sidewalks or through areas intended for public use.
- e. No tables, chairs, umbrellas, or other furnishings or equipment associated with the outdoor seating area shall be attached, chained, or otherwise affixed to any curb, sidewalk, tree, post, sign, or other fixture within the outdoor seating area.

(9) Solar Energy Conversion System (small scale)

Small-scale solar energy conversion systems are permitted as an accessory use, subject to the following standards:

- a. Solar energy equipment may be located on the roof of a principal or accessory structure, on the side of such structures, on a pole, or on the ground in accordance with Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures. Building-integrated photovoltaic systems are permitted in all districts subject to all necessary permit and Building Code requirements.
- b. Solar collectors may extend up to 18 inches above the maximum building height permitted in the zoning district or the existing roof surface, whichever is higher.
- c. The property owner shall be responsible for negotiating with other property owners in the vicinity to establish any solar easement designed to protect solar access for the system, and for recording any such solar easement with the Register of Deeds.
- d. Solar energy equipment shall not produce unreasonable glare on neighboring properties.

(10) Storage, Outdoor

- a. In residential zoning districts, the following uses are prohibited:
 - 1. Storage in connection with a trade;

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Sec. 17-4.3. Accessory Uses and Structures

(d) Standards for Specific Accessory Uses and Structures

2. Storage or long term parking of commercial vehicles or industrial storage in excess of one day; and
 3. Storage of building materials except in connection with active construction.
- b. Outdoor storage areas shall be located to the side or rear of the principal structure(s).
 - c. Where an outdoor storage area stores goods intended for sale or resale, such goods shall be limited to those sold on the premise in conjunction with the principal use of the lot.
 - d. No materials shall be stored in areas intended for vehicular or pedestrian circulation.

(11) Swimming Pool

Swimming pools are allowed as an accessory use, subject to the following standards:

- a. The swimming pool shall be located to the side or rear of the principal structure.

Article 4: Use Regulations**Sec. 17-4.4. Temporary Uses and Structures****(a) General****Sec. 17-4.4 Temporary Uses and Structures****(a) General****(1) Purpose**

The purpose of this section is to authorize the establishment of certain temporary uses and structures, which are uses (including special events) and structures of a limited duration. This section sets out general standards applicable to all temporary uses and structures, and sets out any special standards applicable to particular temporary uses and structures. This section is intended to ensure that such uses or structures do not negatively affect adjacent land, are discontinued upon the expiration of a set time period, and do not involve the construction or alteration of any permanent building or structure.

(2) Temporary Use Permit

- a. A Temporary Use Permit approved in accordance with Sec. 17-2.5(p), Temporary Use Permit, is required prior to the establishment or commencement of a temporary use or structure for which standards are established in Sec. 17-4.4(c), Standards for Specific Temporary Uses and Structures.
- b. A Temporary Use Permit may be issued by the Zoning Administrator for nonconforming buildings, structures or uses in accordance with Sec. 17-7.2(e), Temporary Nonconforming Uses.

(b) General Standards for all Temporary Uses and Structures

Unless otherwise specified in this Ordinance, all temporary uses and structures shall:

- (1) Obtain any other applicable City, State, or federal permits;
- (2) Not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare;
- (3) Be compatible with the principal uses taking place on the site;
- (4) Not have adverse health, safety, noise, or nuisance impacts on any adjoining permanent uses or nearby residential neighborhoods;
- (5) Comply with temporary signage standards in Sec. 17-5.10, Signs;
- (6) Not maintain temporary signs associated with the temporary use or structure after the activity ends;
- (7) Not violate the applicable conditions of approval that apply to a site or a use on the site;
- (8) Not interfere with the normal operations of any permanent use located on the property; and
- (9) Be located on a site containing sufficient land area to allow the temporary use, structure, or special event to occur and accommodate associated pedestrian,

parking, and traffic movement without disturbing environmentally sensitive lands.

(c) Standards for Specific Temporary Uses and Structures

The standards set forth in this subsection for a specific temporary use or structure shall apply to the particular individual temporary use or structure, regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance. These standards may be modified by other applicable standards or requirements in this Ordinance.

(1) Storage in Portable Shipping Container

Temporary storage in portable shipping containers shall comply with the following standards:

- a. Storage containers shall not exceed 160 square feet in floor area or be taller than eight feet.
- b. Containers shall be located within a driveway, parking, or loading area. In cases where the driveway, parking, or loading area extends behind the front façade of a building, the container shall be placed behind the front façade.
- c. In cases where improved driveways, parking, or loading areas are not present, containers shall be located so as to minimize their visibility from streets or adjacent residential areas, to the extent practicable.
- d. Nothing in these standards shall limit the placement of more than one container on a lot or site, provided compliance with all other applicable standards is maintained.
- e. Except for storage containers located on construction sites, storage containers shall not be located on an individual parcel or site for more than 30 consecutive days per site per occurrence. This time period may be extended for a maximum period of 30 days if a written request for an extension is submitted to the Zoning Administrator prior to the expiration of the initial 30 days.
- f. Storage containers may be placed on a residential site a maximum of two occurrences per year.
- g. A minimum period of six months is required between the removal of a storage container from a nonresidential site and the subsequent placement of a storage container on the site.

(2) Storage

In residential zoning districts, the following uses are prohibited:

- a. Storage in connection with a trade;
- b. Storage or long term parking of commercial vehicles or industrial storage in excess of one day; and

Article 4: Use Regulations**Sec. 17-4.4. Temporary Uses and Structures****(c) Standards for Specific Temporary Uses and Structures**

- c. Storage of building materials except in connection with active construction.

(3) Vendor, Temporary

Temporary vendors are prohibited, except where the vendor is:

- a. A person located upon land owned or otherwise controlled by the City of Columbia, including private property and right-of-way, if the person is operating with the written permission of the Parks and Recreation Department, City Manager, or City Council.
- b. A sidewalk vendor for which the City Council has approved an ordinance granting a franchise.
- c. A person who collects fees for permitted parking.
- d. A corporation, foundation, fund, association, or club that is formally organized and operated exclusively as a not-for-profit or for religious, charitable, scientific, literary, artistic, or educational purposes.
- e. A person participating in a fair, festival, exhibition, bazaar, show, or other like infrequent event sponsored by a corporation, foundation, fund, association, or club that is formally organized and operated exclusively in a not-for-profit manner or for religious, charitable, scientific, literary, artistic, or educational purposes.
- f. A person participating in a fair, festival, exhibition, bazaar, show, or other like event at and approved by the South Carolina State Fair.
- g. A concessionaire operating with the authority of the sponsor of the event for which concessions are to be provided.
- h. A person participating in a garage sale.
- i. A person selling only seasonal merchandise, such as fireworks, pumpkin stands, and Christmas trees, but not including food, produce (except pumpkins), flowers, balloons, and general retail items detailed with holiday accents, decorations, or other accessories, if that the person:
 - 1. Locates within a zoning district which would otherwise permit the business;
 - 2. Receives a temporary use permit prior to operating, the application for which shall include (a) a site plan showing that the person would not be located within a setback or within a required parking space, and (b) the written permission from the private property owner or authorized lease holder of the private property;
 - 3. Conspicuously posts the temporary use permit during all hours of operation at a location visible from the right-of-way and in a manner protected from the elements; and
 - 4. Operates only within 45 days of the associated holiday and for a total period of no more than 45 days.

- j. A person operating a food truck on private property provided that the person:
 - 1. Locates within a zoning district which would otherwise permit the business;
 - 2. Locates at least 100 feet from the door of a lawfully established eating place unless the owner of the eating place provides a letter of consent, a copy of which shall be kept within the food truck;
 - 3. Maintains within the food truck proof of written permission from the private property owner or authorized lease holder of the private property of each vending location;
 - 4. Receives annually a temporary use permit to operate a food truck, a copy of which shall remain in the food truck during operation;
 - 5. Operates for no more than ten consecutive hours within a calendar day and at all other times removes from the parcel all materials associated with the business. No temporary vendor shall operate between the hours of 9:00 p.m. and 9:00 a.m. if the parcel upon which the vendor is located is within 400 feet of a parcel zoned residentially.
- k. Any other person upon private property provided that the person:
 - 1. Locates within a zoning district which would otherwise permit the business;
 - 2. Receives a temporary use permit for each location prior to operating, the application for which shall include (a) a site plan showing that the person would not be located within a setback or within a required parking space, and (b) the written permission from the private property owner or the authorized lease holder of the private property authorizing the temporary vendor;
 - 3. Conspicuously posts the temporary use permit during all hours of operation at a location visible from the right-of-way and in a manner protected from the elements; and
 - 4. Operates for no more than ten consecutive hours within a calendar day and at all other times removes from the parcel all materials associated with the business. The zoning administrator shall approve the hours of operation, which shall be posted on the zoning permit. No temporary vendor shall operate between the hours of 9:00 p.m. and 9:00 a.m. if the parcel upon which the vendor is located is within 400 feet of a parcel zoned residentially.

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Article 5: Development Standards

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ARTICLE 5: DEVELOPMENT STANDARDS

Sec. 17-5.1 Access, Mobility, and Circulation

(a) Purpose

The purpose of this Section is to ensure that developments are served by a coordinated multimodal transportation system that permits the safe and efficient movement of motor vehicles, emergency vehicles, transit, bicyclists, and pedestrians within the development and between the development and external transportation systems, neighboring development, and local destination points such as places of employment, schools, parks, and shopping areas. Such a multimodal transportation system is intended to:

- (1) Provide transportation options;
- (2) Increase the effectiveness of local service delivery;
- (3) Reduce emergency response times;
- (4) Promote healthy walking and bicycling;
- (5) Facilitate use of public transportation;
- (6) Contribute to the attractiveness of the development and community;
- (7) Connect neighborhoods and increase opportunities for interaction between neighbors;
- (8) Reduce vehicle miles of travel and travel times;
- (9) Reduce greenhouse gas emissions;
- (10) Improve air quality;
- (11) Minimize congestion and traffic conflicts; and
- (12) Preserve the safety and capacity of the City's transportation systems.

(b) Applicability

(1) General

The standards in this section apply to all new development in the City, and, to the extent practical, to the following:

- a. Any new vehicular surface area (parking lot);
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building or the expansion of an existing building.

Article 5: Development Standards

Sec. 17-5.1. Access, Mobility, and Circulation

(c) Access, Mobility, and Circulation Standards

(2) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)), subdivision (major or minor) (Sec. 17-2.5(j)), or zoning permit (Sec. 17-2.5(q)), as appropriate.

(3) Developer Responsible for Access and Circulation Improvements

The developer shall provide road, street, bikeway, sidewalk, and other access and circulation improvements in accordance with the standards for design and construction in Article 6: Land Development (Subdivision) Standards, and the Specifications for Roadway Design, and shall dedicate any required rights-of-way or easements.

(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.

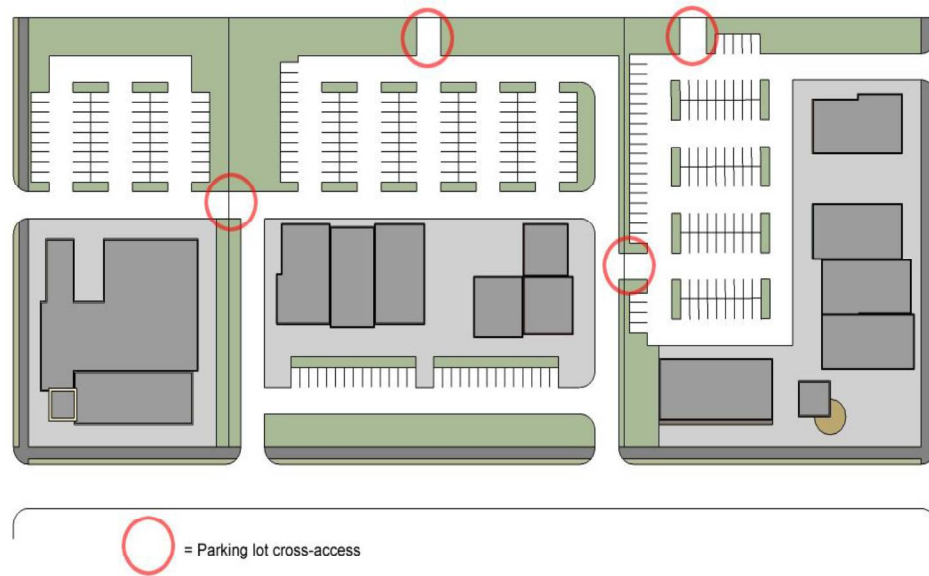
(2) Cross Access Between Adjoining Developments

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.

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 shall be designed and constructed to provide bicycle cross-access between it and any internal bicycle circulation system on adjoining parcels containing a multifamily,

Article 5: Development Standards

Sec. 17-5.1. Access, Mobility, and Circulation

(c) Access, Mobility, and Circulation Standards

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, new development shall include bike lanes, bike paths, or other bicycle facilities sufficient to allow safe and efficient bicycle access and circulation within the development.

Sec. 17-5.2 Off-Street Parking, Bicycle Parking, and Loading

(a) Purpose and Intent

The purpose of this Section is to ensure provision of off-street parking and loading facilities in proportion to the generalized parking and loading demand of the different zoning districts and different uses allowed by this Ordinance. The standards in this Section are intended to provide for adequate off-street parking and loading while supporting walkable urbanism in appropriate locations, and allowing the flexibility needed to accommodate alternative parking solutions. The standards are also intended to achieve City policies of supporting redevelopment of commercial corridors, accommodating appropriate infill development, and avoiding excessive paved surface areas.

(b) Applicability

(1) New Development

All new development shall provide off-street parking and loading areas in accordance with the standards of this Section.

(2) Existing Development

a. Change in Use

Except as provided in subsection c below, any change in use of existing development shall be accompanied by provision of any additional off-street parking and loading spaces required for the change in use by this Section, provided, additional off-street parking is not required for a change in use in the AC-D, AC-N, AC/C-C, or AC/C-R zoning districts, where the change in use would increase the amount of required off-street parking by not more than 10 percent of that required prior to the change in use.

b. Expansion

If an existing structure or use is expanded or enlarged (in terms of the number of dwelling units, floor area, number of employees, or seating capacity), any additional off-street parking and loading spaces that may be required shall be provided in accordance with the requirements of this Section as applied only to the expanded or enlarged part of the structure or use.

c. Upgrading of Nonconforming Parking

Nonconforming parking facilities on the site of an enlarged or expanded structure or use area shall comply with the requirements of this Section in accordance with the standards of Sec. 17-7.6, Nonconforming Site Features.

(3) Timing of Review

Review for compliance with the standards of this Section shall occur during review of a development application for a planned development (Sec. 17-

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(c) General Standards for Off-Street Parking and Loading Areas

2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(4) Parking Plan Required

All development applications subject to review for compliance with the standards of this Section which propose more than ten off-street parking spaces shall include a parking plan. The parking plan shall accurately designate the number and location of required parking spaces, access aisles, and driveways, and the relation of the off-street parking facilities to the development they are designed to serve, including how the parking facilities coordinate with the vehicular, pedestrian, bicycle, and transit circulation systems for the development.

(5) Additional Standards in Historic Preservation Overlay District or on Site of Designated Landmark

Within the OV-HP District or on the site of a designated landmark, the construction or alteration of a driveway or other vehicular parking area that is located within a base residential zoning district along the primary frontage or the secondary frontage of a lot shall comply with the standards in Sec. 17-2.5(g)(6)e, Standards for Driveway and Vehicular Parking Area Design.

(c) General Standards for Off-Street Parking and Loading Areas

(1) Use of Parking and Loading Areas

a. General

Off-street parking areas required by this Section shall be used solely for the parking of licensed motorized vehicles in operating condition. Required parking spaces and loading berths may not be used for the display of goods for sale (except that farmers' markets and food trucks permitted under this chapter may be permitted to operate within parking areas), or the sale, lease, storage, dismantling, or service of any vehicles, boats, motor homes, campers, mobile homes, building materials, equipment, or supplies.

b. Identified as to Purpose and Location

Off-street parking areas of three or more spaces and all off-street loading areas shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading berths and distinguishing such spaces or berths from aisles. Specific dimensional and marking standards are defined in Sec. 17-5.2(c)(4), Markings.

(2) Surfacing

a. General

Except as provided for in subsection b, c, or d below, all off-street parking and loading areas shall be surfaced with asphalt, concrete, brick, stone, pavers, or an equivalent hard, dustless, and bonded surface material. Use of surfacing that includes recycled materials (e.g., glass, rubber, used

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading**
(c) General Standards for Off-Street Parking and Loading Areas

asphalt, brick, block, and concrete) is encouraged. These surfaces shall be maintained in a smooth, well-graded, clean, orderly, and dust-free condition.

b. Special Exception for Alternative Surface

Within all zoning districts except the AC-D District, the Board of Zoning Appeals may, as a special exception, permit an alternative surface for parking spaces.

c. Pervious or Semi-pervious Surfacing

The use of pervious or semi-pervious parking lot surfacing materials—including, but not limited to—pervious asphalt and concrete, open joint pavers, and reinforced grass/gravel/shell grids may be approved for off-street parking and loading areas, provided such surfacing is subject to an on-going maintenance program (e.g., sweeping, annual vacuuming). Any pervious or semi-pervious surfacing used for aisles within or driveways to parking and loading areas shall be certified as capable of accommodating anticipated traffic loading stresses and maintenance impacts.

Figure 17-5.2(c)(2): Use of Pervious Materials in a Parking Lot

**d. Certain Residential Uses**

Off-street parking spaces and driveways for single-family detached, two-family, and townhouse dwellings may, in-lieu of surfacing in accordance with a or c above,

- 1.** Be covered with pervious material such as crushed stone, gravel, or mulch, if such material is:
 - (i)** Confined to the parking space and/or driveway with a device expressly designed for such purposes including but not limited to bricks, railroad ties, and plastic/PVC landscaping borders; and
 - (ii)** Renewed or replaced as reasonably necessary to maintain a neat and orderly appearance; or
- 2.** Include surfacing in two strips (“tire ribbons”) of a material specified in a or c above, designed to provide a driving surface for the wheels of an

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(c) General Standards for Off-Street Parking and Loading Areas

automobile along the length of the parking space and/or driveway, provided the overall parking space meets the minimum dimensional requirements in this Section.

(3) Location and Arrangement

a. Safe and Convenient Access

1. Except for off-street parking areas serving single-family detached or two-family dwellings, off-street parking areas shall be arranged so no parking or maneuvering incidental to parking shall occur on a public street or sidewalk.
2. Except for off-street parking areas serving single-family detached, two-family, and townhouse dwellings, off-street parking areas shall be arranged so an automobile may be parked or un-parked without moving another automobile, unless within an automated or mechanical parking deck or garage or part of valet or tandem parking in accordance with Sec. 17-5.2(f), Off-Street Parking Alternatives.
3. Off-street loading areas shall be arranged so no loading berth extends into the required aisle of a parking lot.
4. An entrance or exit to an off-street parking area shall not be located within 25 feet of a Residential district.

b. Backing onto Streets Prohibited

Except for parking areas serving single-family detached or two-family dwellings, all off-street parking and loading areas shall be arranged so that no vehicle is required to back out from such areas directly onto a street.

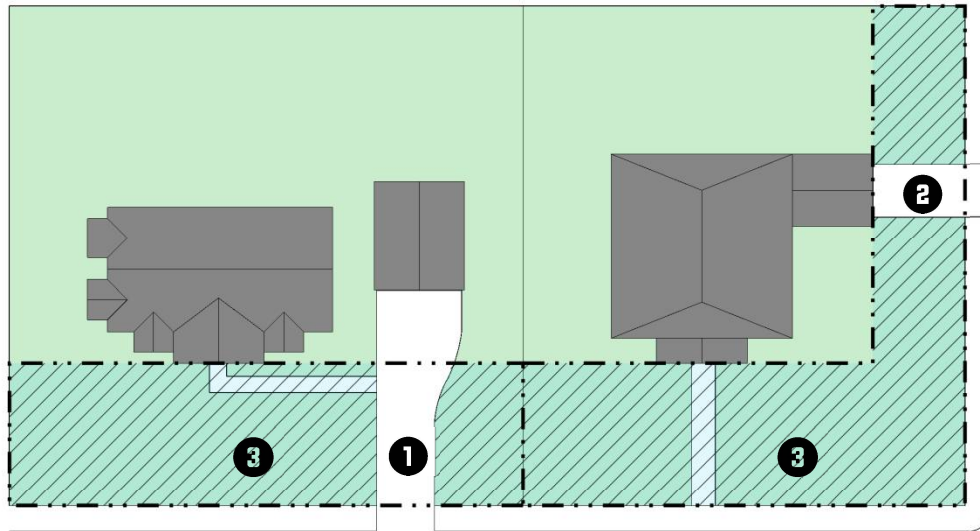
c. Parking in Front of Residential Structure

On a parcel where a use in the Residential Uses classification other than a mixed-use dwelling, is located, in any area between a street-facing façade (see Sec. 17-9.4, Definitions) of a principal building, the corresponding lot line abutting a street, and either both side lot lines (for interior lots and through lots) or a side lot line and another lot line abutting a street (for corner lots):

1. The parking of any vehicle, including but not limited to an automobile, truck, van, bus, motorcycle, all-terrain or similar off-road vehicle, recreational vehicle, motor home, camper or camping trailer, trailer, boat, or jet ski, outside of a parking space is prohibited;
2. Not more than 40 percent of such area or 500 square feet within such area, whichever is greater, shall be occupied by vehicular surface area; and
3. If more than one street abuts the parcel (e.g. corner lot or through lot), parking spaces and driveway shall not be located in more than one such area.

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading
(c) General Standards for Off-Street Parking and Loading Areas

Figure 17-5.2(c)(3)c: Parking in Front of Residential Structure

- ❶ Parking allowed, limited to 40 percent of defined area bounded by dashed line or 500 square feet, whichever is greater
- ❷ Parking allowed, limited to one street frontage, limited to 40 percent of defined area bounded by dashed line or 500 square feet, whichever is greater
- ❸ Parking not allowed within defined area bounded by dashed line outside of a parking space

(4) Markings

- a. Except for parking areas serving single-family detached or two-family dwellings, each required off-street parking area and space, and each off-street loading area and berth, shall be identified by surface markings that are arranged to provide for orderly and safe loading, unloading, parking, and storage of vehicles. Such markings—including striping, directional arrows, lettering on signs and in handicapped-designated areas, and labeling of the pavement—shall be maintained so as to be readily visible at all times.
- b. One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a street shall be marked with a traffic separation stripe running the length of the access. This requirement does not apply to parking lot drive aisles.

(5) Exterior Lighting

Lighted off-street parking and loading areas shall comply with Sec. 17-5.9, Exterior Lighting.

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(c) General Standards for Off-Street Parking and Loading Areas

(6) Landscaping

- a. Vehicular surface areas (parking lots) shall comply with Sec. 17-5.3, Landscaping.
- b. Wheel stops, when used, shall be made of concrete, wood, metal, rubber, or other material of comparable durability, and shall be at least six feet long and at least six inches high.
- c. A rail, fence, curb or other continuous barricade sufficient to retain the parked vehicles completely within the parking area shall be provided, except at exit and access driveways.
- d. Curbing shall be installed between all parking spaces bordering the street right-of-way and the street right-of-way.

(7) Maintained In Good Repair at All Times

All off-street parking and loading areas shall be maintained in safe condition and good repair at all times so as not to constitute a hazard to public safety or a visual or aesthetic nuisance to surrounding land.

(8) Large Vehicular Surface Areas (400 or More Spaces)

Vehicular surface areas containing 400 or more parking spaces shall be configured in accordance with the following standards:

a. Primary Drive Aisle

Primary drive aisles within vehicular surface areas shall be designed to appear as an extension of the public street network extending from the public right-of-way along the full length of the primary facades of structures being served by the drive. The primary drive aisle(s) shall comply with the following standards (see Figure 17-5.2(c)(11)a: Location of Primary Drive Aisle):

1. Have a minimum cross section width between curbs to serve two travel lanes;
2. Include a sidewalk or curb-delineated pedestrian passageway along the front façade of a building when the drive aisle is aligned parallel to that building façade; and
3. Provide street trees along both sides of the primary drive aisle with a maximum spacing of 40 feet on-center. Small-maturing trees may be used adjacent to the building façade within 40 feet of building entrances.

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading
(c) General Standards for Off-Street Parking and Loading Areas

Figure 17-5.2(c)(11)a: Location of Primary Drive Aisle**b. Pedestrian Pathways**

The vehicular surface area shall provide fully-separated, improved pedestrian pathways that (see Figure 17-5.2(c)(11)b: Example of Pedestrian Pathways):

1. Are provided, at a minimum, every six parallel parking rows (every three double-row parking bays) or every 200 feet, whichever is the lesser dimension;
2. Are enhanced with planted landscaping strips;
3. Include, to the maximum extent practicable, a pathway aligned with and perpendicular to the primary entrance into the building served by the vehicular surface area (parking lot);
4. Are paved with asphalt, cement, or other comparable material;
5. Are of contrasting color or materials when crossing drive aisles;
6. Are in compliance with applicable State and Federal requirements while at a minimum are at least four feet wide when located within planting strips, and ten feet wide when crossing drive aisles;
7. Connect to all existing or planned adjacent transit and pedestrian facilities; and
8. Provide safe and efficient pedestrian access to the use they serve.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(d) Off-Street Parking Space Standards****Figure 17-5.2(c)(11)b: Examples of Pedestrian Pathways****(9) Completion**

All off-street parking and loading areas shall be completed prior to the issuance of a certificate of occupancy for the development they serve. In the case of phased development, off-street parking and loading areas may only be provided for the phase being developed.

(d) Off-Street Parking Space Standards**(1) Minimum Number of Off-Street Parking Spaces**

Except as otherwise provided for mixed-use developments (see Sec. 17-5.2(d)(3)) or for existing conditions (see Sec. 17-5.2(d)(4)), new development or a change in use or expansion shall provide the minimum number of off-street parking spaces in accordance with Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, based on the principal use(s) involved and the extent of development. Interpretation of the off-street parking space standards for principal uses with variable parking demands or unlisted principal uses shall be in accordance with Sec. 17-5.2(d)(2), Unlisted Uses.

TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES				
PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
RESIDENTIAL USES				
Household Living Uses	Dwelling, live-work	No minimum	2/du	2/du
	Dwelling, mixed-use	No minimum	in accordance with an approved alternative parking plan	in accordance with an approved alternative parking plan
	Dwelling, multifamily	No minimum	1.5/du	1.75/du
	Dwelling, single-family detached	No minimum	1.5/du	2/du
	Dwelling, townhouse	No minimum	1.5/du	2/du

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(d) Off-Street Parking Space Standards

TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES

PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
	Dwelling, two-family	No minimum	1.5/du	2/du
	Mobile home park	No minimum	1.5/du	2/du
Group Living Uses	Continuing care retirement community (CCRC)	No minimum	1 for every 4 residents	1 for every 4 residents
	Dormitory, private	0.5/bedroom	0.75/bedroom	0.75/bedroom
	Dormitory, public	No minimum	0.5/bedroom	0.5/bedroom
	Fraternity or sorority house	No minimum	0.75/bedroom	0.75/bedroom
	Residential care facility	No minimum	1 for every 4 residents	1 for every 4 residents
	Rooming house or boardinghouse	No minimum	0.75/bedroom	1/bedroom
PUBLIC, CIVIC, AND INSTITUTIONAL USES				
Communication Uses	Broadcasting studio	No minimum	1/400 sf	1/200 sf
	Newspaper or periodical publishing establishment	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Wireless communication facility	No minimum	N/A	N/A
Community Service Uses	Community recreation center	No minimum	3/1,000 sf	3/1,000 sf
	Correctional facility	No minimum	1 for every 6 inmates	1 for every 6 inmates
	Cultural facility	No minimum	3/1,000 sf	3/1,000 sf
	Day care facility	No minimum	1 for every 10 children	1 for every 10 children
	Government office	No minimum	3/1,000 sf	3/1,000 sf
	Library	No minimum	3/1,000 sf	3/1,000 sf
	Membership organization facility	No minimum	1/500 sf	1/500 sf
	Place of worship	No minimum	1 for every 5 seats	1 for every 5 seats
	Public safety facility	No minimum	in accordance with an approved alternative parking plan	in accordance with an approved alternative parking plan
	Social services facility	No minimum	3/1,000 sf	3/1,000 sf
	Zoo	No minimum	No minimum	No minimum
Education Uses	College or university	No minimum	1 for every 2 faculty/FTE plus 1/1,000 SF classroom and research space	1 for every 2 faculty/FTE plus 1/500 sf classroom and research space
	Elementary, middle, or high school	No minimum	1 for every 8 students (design capacity) under 10th grade; 1 for every 2 students 10th grade and above	1 for every 6 students (design capacity) under 10th grade; 1 for every 2 students 10th grade and above
	School, business or trade	No minimum	1 for every 3 persons	1 for every 3 persons

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(d) Off-Street Parking Space Standards

TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES

PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
Health Care Uses	Hospital	No minimum	1/300 sf	1/300 sf
	Laboratory, medical or dental	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Medical or dental clinic/office	No minimum	1/400 sf	1/250 sf
	Nursing care facility	No minimum	1 for every 6 beds	1 for every 6 beds
Parks and Open Space	Arboretum or botanical garden	No minimum	No minimum	No minimum
	Cemetery	No minimum	No minimum	No minimum
	Park or greenway	No minimum	No minimum	No minimum
Transportation Uses	Airport	No minimum	No minimum	No minimum
	Park and ride	No minimum	No minimum	No minimum
	Parking lot	No minimum	No minimum	No minimum
	Parking structure	No minimum	No minimum	No minimum
	Passenger terminal, surface transportation	No minimum	1/500 sf office facilities	1/500 sf office facilities
	Railroad facility	No minimum	1/500 sf office facilities	1/500 sf office facilities
Utility Uses	Solar energy conversion system (large scale)	No minimum	1/500 sf office facilities	1/500 sf office facilities
	Utility facility, major	No minimum	1/500 sf office facilities	1/500 sf office facilities
	Utility facility, minor	No minimum	1/500 sf office facilities	1/500 sf office facilities
COMMERCIAL USES				
Animal Care Uses	Animal shelter	No minimum	1/500 sf	1/500 sf
	Kennel	No minimum	1/250 sf	1/250 sf
	Veterinary hospital or clinic	No minimum	3/1,000 sf	3/1,000 sf
Commercial Services Uses	Equipment rental	No minimum	3/1,000 sf	3/1,000 sf
	Laboratory, photofinishing	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Laboratory, testing or research	No minimum	3/1,000 sf	3/1,000 sf
	Lawn, tree, or pest control services	No minimum	3/1,000 sf	3/1,000 sf
	Linen or uniform supply	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Self-service storage	No minimum	1/2,000 sf rentable storage area	1/2,000 sf rentable storage area
	Sign fabrication establishment	No minimum	3/1,000 sf	3/1,000 sf
Eating and Drinking Establishment Uses	Eating establishment only	No minimum	8/1,000 sf seating area	8/1,000 sf seating area
	Eating and drinking establishment, Type 1	No minimum	8/1,000 sf seating area	8/1,000 sf seating area
	Eating and drinking	No minimum	8/1,000 sf seating area	8/1,000 sf seating area

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(d) Off-Street Parking Space Standards

TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES

PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
	establishment, Type 2			
Funeral and Mortuary Services Uses	Crematory	No minimum	No minimum	No minimum
	Funeral home or mortuary	No minimum	1/175 ft assembly area	1/150 sf assembly area
Office Uses	Business/Professional office	No minimum	1/500 sf	1/500 sf
	Contractor's office	No minimum	3/1,000 sf	3/1,000 sf
Personal Services Uses	Bank, retail	No minimum	3/1,000 sf	3/1,000 sf
	Beauty salon or barbershop	No minimum	2.5/1,000 sf	2.5/1,000 sf
	Body piercing facilities or tattoo establishment	No minimum	2.5/1,000 sf	2.5/1,000 sf
	Dry cleaning pick-up	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Laundry, coin-operated	No minimum	2.5/1,000 sf	2.5/1,000 sf
	Nail salon	No minimum	2.5/1,000 sf	2.5/1,000 sf
	Non-depository personal credit institution	No minimum	3/1,000 sf	3/1,000 sf
	Repair of personal goods	No minimum	2.5/1,000 sf	2.5/1,000 sf
Recreation/ Entertainment Uses	Amusement park	No minimum	in accordance with an approved alternative parking plan	in accordance with an approved alternative parking plan
	Arena, stadium, or outdoor theater	No minimum	1 for every 5 seats	1 for every 5 seats
	Banquet hall	No minimum	5/1,000 sf	5/1,000 sf
	Performing arts center	No minimum	1 for every 6 seats	1 for every 5 seats
	Recreation facility, indoor, not elsewhere listed	No minimum	5/1,000 sf	5/1,000 sf
	Recreation facility, outdoor, not elsewhere listed	No minimum	1 for every 5 seats	1 for every 5 seats
	Sexually-oriented business	No minimum	1/300 sf	1/300 sf
Retail Sales Uses	Building supplies and equipment store	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Consumer goods establishment	No minimum	3/1,000 sf	3.5/1,000 sf
	Convenience store	No minimum	3/1,000 sf	3.5/1,000 sf
	Farmers' market	No minimum	1/1,000 sf of vending area	1/1,000 sf of vending area
	Fuel sales (bulk)	No minimum	1.7/1,000 sf	1.7/1,000 sf
	Grocery store or food market	No minimum	3/1,000 sf	3.5/1,000
	Liquor store	No minimum	3.5/1,000 sf	3.5/1,000 sf
	Pawn shop	No minimum	3/1,000 sf	3.5/1,000 sf
Vehicle Sales	Commercial fuel depot	No minimum	1 for each employee	1 for each employee

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(d) Off-Street Parking Space Standards

TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES

PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
and Services Uses	Commercial vehicle repair and maintenance	No minimum	3 for each bay	3 for each bay
	Commercial vehicle sales and rentals	No minimum	2/1,000 sf	2/1,000 sf
	Gasoline sales and service station	No minimum	1/300 sf	1/300 sf
	Personal vehicle repair and maintenance	No minimum	3 for each bay	3 for each bay
	Personal vehicle sales and rentals	No minimum	4/1,000 sf plus 3 for each bay	4/1,000 sf plus 3 for each bay
	Vehicle equipment supplies sales and rentals	No minimum	3/1,000 sf	3/1,000 sf
	Vehicle paint and finishing shop	No minimum	4/1,000 sf	4/1,000 sf
	Vehicle towing and wrecker service	No minimum	1/500 sf	1/500 sf
Visitor Accommodations Uses	Bed and breakfast	No minimum	1 for each bedroom	1 for each bedroom
	Campground	No minimum	1 for each campsite	1 for each campsite
	Hotel or motel	No minimum	0.7 for each guest room plus 1/300 sf of restaurant space or meeting area	1 for each guest room plus 1/200 sf of restaurant space or meeting area
AGRICULTURAL USES				
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	No minimum	No minimum	No minimum
	Community garden	No minimum	No minimum	No minimum
	Crop production	No minimum	No minimum	No minimum
	Forestry	No minimum	No minimum	No minimum
INDUSTRIAL USES				
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard	No minimum	3/1,000 sf	3/1,000 sf
	Motor freight facility	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Petroleum bulk station or terminal	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Warehouse distribution and storage	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Wholesale sales, not elsewhere listed	No minimum	1.5/1,000 sf	1.5/1,000 sf
Manufacturing uses	Manufacturing, assembly, or fabrication, light	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Manufacturing, assembly, or fabrication, medium	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Manufacturing, assembly, or fabrication, heavy	No minimum	1.5/1,000 sf	1.5/1,000 sf

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(d) Off-Street Parking Space Standards****TABLE 17-5.2(D)(1): MINIMUM NUMBER OF OFF-STREET PARKING SPACES**

PRINCIPAL USE CATEGORY	PRINCIPAL USE TYPE	Minimum Number of Parking Spaces [1] [2]		
		AC-D [3], MC	AC-N, AC/C-C, AC/C-R, and COR-N districts	Base Zoning Districts not Elsewhere Listed
Resource Extraction Uses	Mining	No minimum	No minimum	No minimum
Waste-Related Uses	Composting facility	No minimum	2/1,000 sf office facilities	2/1,000 sf office facilities
	Junk, salvage, scrap, or wrecking yard	No minimum	1.5/1,000 sf	1.5/1,000 sf
	Recycling center	No minimum	3/1,000 sf	3/1,000 sf
	Refuse processing facility	No minimum	1/1,200 sf	1/1,200 sf
	Refuse disposal	No minimum	1.5/1,000 sf	1.5/1,000 sf

NOTES:

[1] "/" is an abbreviation of "for each," and "sf" is an abbreviation of "square feet of gross floor area."

[2] "N/A" in the "Current" column indicates a new use.

[3] Current standards listed are for the C-4 district only unless otherwise stated.

(2) Unlisted Uses

An applicant proposing to develop a principal use that is unlisted in Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, shall propose the amount of required parking by one of the three methods outlined in this Subsection. On receiving the application proposing to develop a principal use not expressly listed in Table 17-5.2(d)(1), with the proposed amount of parking, the Zoning Administrator shall:

- a. Apply the minimum off-street parking space requirement specified in Table 17-5.2(d)(1) for the listed use that is deemed most similar to the proposed use; or
- b. Establish the minimum off-street parking space requirement by reference to standard parking resources published by the Institute for Transportation Engineers (ITE), Urban Land Institute (ULI), National Parking Association, or the American Planning Association; or
- c. Require the applicant to conduct a parking demand study to demonstrate the appropriate minimum off-street parking space requirement. The study shall estimate parking demand based on the recommendations of the ITE, ULI or another acceptable source of parking demand data. This demand study shall include relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(d) Off-Street Parking Space Standards**

(3) Mixed-Use Development

- a. Unless an alternative parking plan is approved in accordance with b below, development containing more than one use shall provide parking spaces in an amount equal to the total of the standards for all individual uses.
- b. An applicant for a development containing more than one use may submit an alternative parking plan (see Sec. 17-5.2(f), Off-Street Parking Alternatives) that proposes a reduction in the minimum number of required off-street parking spaces for the development based on a comprehensive analysis of parking demand for each use by time of day, in addition to any other reduction for off-street parking alternatives (see Sec. 17-5.2(f), Off-Street Parking Alternatives).

(4) Reduction for Existing Conditions

Where a property does not have the area available to provide off-street parking spaces because of existing conditions that were lawful at the time of establishment (e.g. an existing building covers the entire parcel), the following uses shall only be required to provide as many off-street parking spaces as will physically fit upon the property:

- a. Any nonresidential use that has a minimum parking requirement of three or fewer parking spaces for each 1,000 square feet of gross floor area in accordance with Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces; and
- b. Retail sales uses.

(5) Maximum Number of Off-Street Parking Spaces

For a multifamily dwelling, mixed-use dwelling, or any use in the Office Uses or Retail Sales Uses category, the maximum number of off-street parking spaces shall not exceed 125 percent of the minimum number of off-street parking spaces required for that use in Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, except as may be allowed through approval of an alternative parking plan in accordance with Sec. 17-5.2(f)(2), Provision over Maximum Allowed. If there is no requirement for a minimum number of off-street parking spaces for the use in Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, the maximum number of off-street parking spaces shall not exceed 120 percent of the minimum number of off-street parking spaces required for that use in AC-N, AC/C-C, AC/C-R, MC, and COR-N districts, except as may be allowed through approval of an alternative parking plan in accordance with Sec. 17-5.2(f)(2), Provision over Maximum Allowed.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading
(e) Dimensional Standards for Parking Spaces and Aisles****(e) Dimensional Standards for Parking Spaces and Aisles****(1) General**

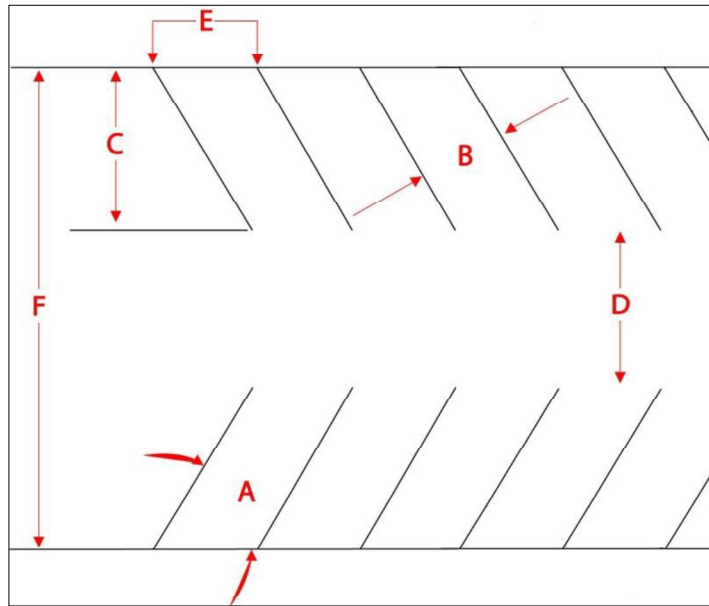
Except as otherwise provided in (2) below, standard vehicle parking spaces and aisles shall comply with the minimum dimensional standards established in Table 17-5.2(e)(1)a: Dimensional Standards for Parking Spaces and Aisles. See Figure 17-5.2(e)(1)b: Measurement of Parking Space and Aisle Dimension.

TABLE 17-5.2(E)(1)A: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES [1][2]

PARKING ANGLE (DEGREES)	STALL WIDTH (FT)	STALL DEPTH PERPENDICULAR TO CURB (FT)	AISLE WIDTH (FT) [2]	STALL LENGTH ALONG CURB (FT)	DOUBLE ROW + AISLE, CURB TO CURB (FT)
A	B	C	D	E	F
Residential, Public, Civic, and Institutional, and Commercial Uses ONLY					
0	8	8	11	22	27
45	9	19	12	13	50
60	9	20	15	10.5	55
90	9	18	22	9	58

NOTES:

- [1] Refer to Figure 17-5.2(e)(1)b, below, for illustrations showing how dimensions for parking spaces and aisles in various configurations (A-F) are measured.
- [2] Dimensional standards may be modified by the Zoning Administrator for ramped parking structures to ensure adequate room is provided.
- [2] For one-way traffic. Aisles for two-way traffic shall be at least 22 feet wide (for all parking angles). The Zoning Administrator may approve an aisle width less than the minimum upon determining that the aisle is sufficiently wide to allow vehicles to conveniently maneuver through the parking area and access each parking space without driving through any other parking space.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(e) Dimensional Standards for Parking Spaces and Aisles****Figure 17-5.2(e)(1)b: Measurement of Parking Space and Aisle Dimensions****(2) Smaller Parking Spaces for Compact Cars, Tandem Parking, and Certain Uses**

- a. Up to 25 percent of required off-street parking spaces may be designated for use by compact cars. The dimensions of such designated off-street parking stalls may be reduced to a width of eight feet and a depth/length of 16 feet per vehicle.
- b. The dimensions of off-street parking stalls may be reduced to a width of eight feet and a depth/length of 18 feet per vehicle where the parking stalls are:
 1. Used for tandem parking (see Sec. 17-5.2(f)(7), Valet and Tandem Parking); or
 2. Located within a development containing industrial services uses, manufacturing and production uses, or warehouse and freight movement uses.
- c. The dimensions of off-street parking spaces for single-family detached and two-family dwellings may be reduced to a width of eight feet and a depth/length of 16 feet per vehicle.

(3) Vertical Clearance

All off-street parking spaces shall have a minimum overhead clearance of seven feet for vehicle parking, and 8.2 feet for van-accessible parking.

(4) Setback from Right-of-Way

Except for off-street parking areas serving single-family detached or two-family dwellings, parking spaces and access aisles shall be set back a minimum of ten feet from the street right-of-way.

(f) Off-Street Parking Alternatives

(1) Alternative Parking Plan

The Zoning Administrator is authorized to approve an alternative parking plan that proposes alternatives to providing the off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, in accordance with the following standards. The alternative parking plan shall be submitted with a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(2) Provision over Maximum Allowed

a. General

An alternative parking plan prepared specifically for the proposed plan for development may propose to exceed the maximum number of off-street parking spaces allowed in Sec. 17-5.2(d)(5), Maximum Number of Off-Street Parking Spaces.

b. Parking Demand Study

The alternative parking plan shall include a parking demand study demonstrating how the maximum number of parking spaces allowed by Sec. 17-5.2(d)(5), Maximum Number of Off-Street Parking Spaces, is insufficient for the proposed development.

(3) Shared Parking for Single-Use Developments

An applicant for a single-use development may use an alternative parking plan to meet a portion of the minimum number of off-street parking spaces required in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces, for that use through sharing parking with other existing uses. Such use of shared parking shall be allowed in accordance with the following standards:

a. Maximum Shared Spaces

Up to 50 percent of the number of parking spaces required for the use may be shared with other uses, provided that parking demands do not overlap.

b. Location

1. Shared parking spaces shall be located within a maximum walking distance of the primary pedestrian entrances to the uses served by the parking, in accordance with Table 17-5.2(f)(3)b: Allowed Distances for Shared Parking.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(f) Off-Street Parking Alternatives****TABLE 17-5.2(F)(3)B: ALLOWED DISTANCES FOR SHARED PARKING**

PRIMARY USE	MAXIMUM ALLOWED DISTANCE (FEET)[1]
Residential Uses (including mixed-use dwelling)	660
All Other Uses	800
NOTES: [1] Distance shall be measured by the actual distance of the pedestrian walkway from the shared parking area to the primary pedestrian entrance(s), not a straight-line, point-to-point distance.	

2. Shared parking spaces shall not be separated from the use they serve by an arterial street unless pedestrian access across the arterial street is provided by appropriate traffic controls (e.g., signalized crosswalk), or a pedestrian walkway (such as a bridge or tunnel).

c. Pedestrian Access

Adequate and safe pedestrian access by a walkway protected by landscape buffer or a curb separation and elevation from the street grade shall be provided between the shared parking areas and the primary pedestrian entrances to the uses served by the parking.

d. Signage Directing Public to Parking Spaces

Signage complying with the standards in Sec. 17-5.10, Signs, shall be provided to direct the public to the shared parking spaces.

e. Justification

The alternative parking plan shall include justification of the feasibility of shared parking among the proposed uses. Such justification shall address, at a minimum, the size and type of the uses proposed to share off-street parking spaces, the composition of their tenants, the types and hours of their operations, the anticipated peak parking and traffic demands they generate, and the anticipated rate of turnover in parking space use.

f. Shared Parking Agreement

1. An approved shared parking arrangement shall be enforced through written agreement among all the owners or long-term lessees of lands containing the uses proposed to share off-street parking spaces.
2. The agreement shall provide all parties the right to joint use of the shared parking area and shall ensure that as long as the off-site parking is needed to comply with this Ordinance, land containing either the off-site parking area or the served use will not be transferred except in conjunction with the transfer of land containing the other.
3. The agreement shall state that no party can cancel the agreement without first sending notice via certified mail to the Zoning

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Administrator, c/o the Zoning Division of the City of Columbia, at least 30 days prior to the termination of the agreement.

4. The agreement shall be submitted to the Zoning Administrator for review and approval before execution.
5. An attested copy of an approved and executed agreement shall be recorded with the Register of Deeds before issuance of a building permit for any use to be served by the shared parking area.
6. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner. A violation of the agreement shall constitute a violation of the Ordinance, which may be enforced in accordance with Article 8: Enforcement.
7. No use served by the shared parking arrangement may be continued if the shared parking becomes unavailable to the use, unless substitute off-street parking spaces are provided in accordance with this Section.

(4) Off-Site Parking

An alternative parking plan may be proposed to meet a portion of the minimum number of off-street parking spaces required for a use with off-site parking—i.e., off-street parking spaces located on a parcel or lot separate from the parcel or lot containing the use—in accordance with the following standards.

a. Zoning District Classification

The zoning district classification of the off-site parking shall be one that allows the use served by off-site parking (and thus off-street parking accessory to such use), or that allows the parking as a principal use.

b. Location

1. Off-site parking spaces shall be located within a walking distance of the primary pedestrian entrances to the uses served by the parking, in accordance with Table 17-5.2(f)(4)b: Allowed Distances for Off-site Parking.

TABLE 17-5.2(F)(4)B: ALLOWED DISTANCES FOR OFF-SITE PARKING

PRIMARY USE	MAXIMUM ALLOWED DISTANCE (FEET)[1]
Residential Uses (including mixed-use dwelling)	660
All Other Uses	800
NOTES: [1] Distance shall be measured by the actual distance of the pedestrian walkway from the shared parking area to the primary pedestrian entrance(s), not a straight-line, point-to-point distance.	

2. Off-site parking spaces shall not be separated from the use they serve by an arterial street unless safe pedestrian access across the street is

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provided by appropriate traffic controls (e.g., signalized crosswalk), or a grade-separated pedestrian walkway.

c. Space Clearly Marked

Each parking space shall be clearly marked with signage that:

1. Indicates that the space is reserved for the exclusive use of the use being served, and that the user may cause violators to be towed;
2. Does not exceed two square feet in sign area; and
3. Does not include any commercial message.

d. Pedestrian Access

Adequate, safe, and well-lit pedestrian access shall be provided between the off-site parking area and the primary pedestrian entrances to the use served by the off-site parking.

e. Off-Site Parking Agreement

If land containing the off-site parking area is not under the same ownership as land containing the principal use served, or if both lands are under the same ownership at the time the off-site parking area is established and ownership of one is subsequently transferred independent of the other, the off-site parking arrangement shall be established in a written agreement between the owners of land containing the off-site parking area and land containing the served use the complies with the following requirements:

1. The agreement shall provide the owner of the served use the right to use the off-site parking area and shall specify that the parking spaces are for the exclusive use of the served use, including any customers and employees;
2. The agreement shall state that no party can cancel the agreement without first sending notice via certified mail to the Zoning Administrator, c/o the Zoning Division of the City of Columbia, at least 30 days prior to the termination of the agreement;
3. The agreement shall be submitted to the Zoning Administrator, for review and approval before execution;
4. An attested copy of an approved and executed agreement shall be recorded with the Register of Deeds before issuance of a building permit for any use to be served by the off-site parking area;
5. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner;
6. A violation of the agreement shall constitute a violation of the Ordinance, which may be enforced in accordance with Article 8: Enforcement; and

7. No use served by the off-site parking may be continued if the off-site parking becomes unavailable, unless substitute off-street parking spaces are provided in accordance with this Section.

(5) On-Street Parking

In the AC-N, AC/C-C, AC/C-R, MC, and COR-N districts, an alternative parking plan may propose to provide 15 percent or 6 spaces, whichever is less, of the minimum number of off-street parking spaces required through on-street parking along streets that are adjacent to the development.

(6) Deferred Parking

An alternative parking plan may propose to defer construction of up to 25 percent of the number of off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, in accordance with the following standards:

a. Justification

The alternative parking plan shall include a study demonstrating that because of the location, nature, or mix of uses, there is a reasonable probability the number of parking spaces actually needed to serve the development is less than the minimum required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces.

b. Reserve Parking Plan

The alternative parking plan shall include a reserve parking plan identifying: (a) the amount of off-street parking being deferred, and (b) the location of the area to be reserved for future parking, if future parking is needed.

c. Parking Demand Study

1. The alternative parking plan shall provide assurance that within 24 months after the initial certificate of occupancy is issued for the proposed development, an off-street parking demand study evaluating the adequacy of the existing parking spaces in meeting the off-street parking demand generated by the development will be submitted to the Zoning Administrator.
2. If the Zoning Administrator determines that the study demonstrates the existing parking is adequate, then construction of the remaining number of parking spaces shall not be required. If the Zoning Administrator determines the study indicates additional parking is needed, such parking shall be provided consistent with the reserve parking plan and the standards of this Section.

d. Limitations on Reserve Areas

Areas reserved for future parking shall not be used for buildings, storage, loading, or other purposes. Such area may be used for temporary overflow parking, provided such use is sufficiently infrequent to ensure maintenance of its ground cover in a healthy condition.

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(f) Off-Street Parking Alternatives

e. Landscaping of Reserve Areas Required

Areas reserved for future off-street parking shall be landscaped with an appropriate ground cover, and if ultimately developed for off-street parking, shall be landscaped in accordance with Sec. 17-5.3, Landscaping.

(7) Valet and Tandem Parking

An alternative parking plan may propose to use valet and tandem parking to meet a portion of the minimum number of off-street parking spaces required for commercial uses in accordance with the following standards:

a. Number of Valet or Tandem Spaces

No more than 35 percent of the total number of parking spaces provided shall be designated for valet or tandem spaces except for restaurants, where up to 50 percent of spaces may be designated for valet parking, and hotels, where up to 60 percent of parking spaces may be designated for valet parking.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area. The drop-off and pick-up area may be located adjacent to the building served, but may not be located in a fire lane or where its use would impede vehicular and/or pedestrian circulation, cause queuing in a public street, or impede an internal drive aisle serving the development. Drop-off and pick-up areas shall not be allowed to use sidewalks for any stationing of vehicles.

c. Valet or Tandem Parking Agreement

- 1.** Valet or tandem parking may be established and managed only in accordance with a valet or tandem parking agreement. The agreement shall be for a minimum of 10 years, and include provisions ensuring that a valet parking attendant will be on duty during hours of operation of the uses served by the valet parking.
- 2.** The agreement shall be submitted to the Zoning Administrator, for review and approval before execution.
- 3.** An attested copy of an approved and executed agreement shall be recorded with the Register of Deeds before issuance of a building permit for any use to be served by the valet or tandem parking.
- 4.** The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner. A violation of the agreement shall constitute a violation of the Ordinance, which may be enforced in accordance with Article 8: Enforcement.
- 5.** No use served by valet or tandem parking may be continued if the valet or tandem service becomes unavailable, unless substitute off-street parking spaces are provided in accordance with this Section.

(g) Reduced Parking Standards for Parking Demand Reduction Strategies

Use of alternative transportation and transportation demand reduction strategies allows development to reduce the amount of parking provided below the requirements of Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces. All reductions shall be taken as cumulative and not exclusive.

(1) Transit Accessibility

A five percent reduction in the minimum number of off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, is allowed for uses located within one-quarter mile (1,320 feet) of any station, bus stop or other transit facility served by scheduled transit on weekday peak-level frequencies of 15 minutes or less and weekday off-peak frequencies of 20 minutes or less.

(2) Transportation Demand Management

The Zoning Administrator may, through approval of a Transportation Demand Management (TDM) plan, authorize up to a 30 percent reduction in the minimum number of off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, for nonresidential or mixed-use developments having a floor area of at least 25,000 square feet, in accordance with the following standards.

a. TDM Plan Requirements

The TDM plan shall include facts, projections, an analysis (e.g., type of development, proximity to transit and/or other multi-modal systems, anticipated number of employees and/or patrons, minimum parking requirements) and indicate the types of transportation demand management activities that will be instituted to reduce single-occupant vehicle use and reduce traffic congestion. The plan shall identify the amount by which parking requirements have been reduced from the amounts otherwise required by this Section.

b. Transportation Demand Management Activities

The TDM plan shall be required to provide the following transportation demand management activities:

1. A Guaranteed Ride Home program that offers emergency ride services to each employee with an allowance of no fewer than four rides per year, which an applicant may establish to serve the development or in partnership with other developments or uses.
2. Written disclosure of transportation information and educational materials to all employees, that makes transportation and ride-sharing information available to employees. (This does not need to be a unique role and may be met by human resources officers or other administrators of an organization.)

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(g) Reduced Parking Standards for Parking Demand Reduction Strategies

3. Formation of transportation demand reduction programs such as carpooling, vanpooling, ridesharing, subsidy of employee bus passes, teleworking, and shuttle service programs.

c. Two Transportation Demand Management Options Required

The plan will also require two of the following transportation demand management strategies.

1. Establishment of a development-specific website that provides multi-modal transportation information such as real-time travel/traffic information, bus schedules and maps, and logging of alternative commutes (e.g., bicycle, pedestrian, carpool, and vanpool). Specific information will vary depending on the specific services and transportation infrastructure available in the vicinity of the development, but in general will allow tenants or customers to compare travel modes available.
2. In-lieu of the website described in 1 above, installation of a real-time visual display screen or other display device of this type that provides multi-modal transportation information.
3. A parking cash-out or transportation stipend, or provision of a cash incentive to employees not to use parking spaces otherwise available to tenants of a development.
4. Unbundling of parking from leases, or issuing tenant leases that do not include parking as an integral part of a floor-area space lease and require parking to be leased, purchased, or otherwise accessed through separate payment.
5. Creation of a Preferential Parking Management Plan that specifically marks spaces for registered carpool and/or vanpool vehicles that are located near building entrances or in other preferential locations.
6. Institution of off-peak work schedules that allow employees to arrive and depart at times other than the peak morning commute period (defined as 7:00 a.m. to 9:00 a.m.) and peak evening commute period (defined as 5:00 p.m. to 7:00 p.m.).
7. Any other transportation demand management activity as may be approved by the Zoning Administrator as a means of complying with the parking reduction provisions of this Subsection.

d. Recording of TDM Plan

A copy of the approved TDM plan shall be recorded with the Register of Deeds before issuance of a building permit for the development to be served by the plan. The TDM plan shall be recorded against the land, and the applicant and/or successors in interest in the land shall be responsible for implementing the plan in perpetuity.

e. TDM Program Coordinator

1. The applicant shall appoint a TDM program coordinator to oversee transportation demand management activities.
2. The TDM program coordinator shall be a licensed engineer, certified planner, or a traffic consultant that is also a qualified or trained TDM professional.
3. The TDM program coordinator shall be appointed prior to issuance of a building permit for the buildings to be served by the transportation demand management program.

f. TDM Report

1. The TDM program coordinator shall submit to the Zoning Administrator a report on a biennial basis that details implementation of the approved TDM plan and the extent to which it has achieved the target reduction in drive-alone trips that justified the original reduction in parking. The report shall include, but is not limited to, the following:
 - (i) A description of transportation demand management activities undertaken;
 - (ii) An analysis of parking demand reductions based on employee and/or resident use of ridership programs or alternative transportation options;
 - (iii) Changes to the TDM plan to increase bus ridership, bicycle ridership, and other commuting alternatives, as defined in g below; and
 - (iv) The results of an employee transportation survey.

g. Amendments

The Zoning Administrator may approve amendments to an approved TDM plan in accordance with the procedures and standards for its original approval. Changes in transportation options subsequent to the approval of the original plan that allow a development to meet the reduction targets identified in the original plan, such as introduction of new transit service to a development area, shall not require amendments to the plan as long as annual reports can demonstrate that these services are contributing to the plan's intent.

h. Parking Required if TDM Terminated

If the applicant or successors in interest in the development subject to a TDM plan stop implementing the plan or fail to submit a TDM report within one year of the regularly scheduled date the biennial report is due, the TDM plan shall be terminated and become null and void. Any such termination of the TDM plan does not negate the parties' obligations to comply with parking requirements of this Section and this Ordinance, and

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(h) Vehicle Stacking Spaces and Lanes

thus shall constitute a violation of this Ordinance. No use served by the TDM plan may be continued unless another TDM plan is approved or all required off-street parking spaces are provided in accordance with this Section and this Ordinance, within 120 days of termination of the TDM plan.

(3) Special Facilities for Bicycle Commuters

A five percent reduction in the minimum number of off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, is allowed for developments that comply with the bicycle parking standards in Sec. 17-5.2(i), Bicycle Parking Standards, and provide both of the following:

- a. Additional enclosed (indoor or locker) and secure bicycle parking spaces equal to at least five percent of the number of vehicle parking spaces provided; and
- b. Shower and dressing areas for employees.

(4) Other Eligible Alternatives

The Zoning Administrator may authorize up to a 10 percent reduction in the minimum number of off-street parking spaces required by Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, if an applicant submits an alternative parking plan that demonstrates the applicant will effectively reduce parking demand on the site of the subject development, provided the applicant also demonstrates that the proposed development plan will do at least as good a job in protecting surrounding neighborhoods, maintaining traffic-circulation patterns, and promoting quality urban design as would strict compliance with the otherwise applicable off-street parking standards.

(h) Vehicle Stacking Spaces and Lanes

(1) Drive-Through and Similar Facilities

a. Required Number of Stacking Spaces

In addition to meeting the off-street parking standards in Table 17-5.2(d)(1): Minimum Number of Off-Street Parking Spaces, uses with drive-through facilities and other auto-oriented uses where vehicles queue up to access a service facility shall provide at least the minimum number of stacking spaces established in Table 17-5.2(h)(1)a: Minimum Stacking Spaces for Drive-Through and Similar Facilities.

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(h) Vehicle Stacking Spaces and Lanes

TABLE 17-5.2(H)(1)A: MINIMUM STACKING SPACES FOR DRIVE-THROUGH AND SIMILAR FACILITIES

USE OR ACTIVITY [1]	MINIMUM NUMBER OF STACKING SPACES	MEASURED FROM
Bank or financial Institution, with drive-through facility or with automated teller machine (ATM) as an accessory use	3 per lane	Teller window or teller machine
Consumer goods store, with drive-through facility	4 per lane	Agent window
Day care facility	4 spaces	Primary location for child pick-up/drop-off
Elementary, middle, or high school	6 spaces	Primary Building entrance, if this is the primary location for student pick-up/drop-off
	8 spaces	Designated student waiting area, if this is the primary location for student pick-up/drop-off
Gasoline service station	1	Each end of the outermost gas pump island
Gated driveway (for any principal use)	3	Gate
Nursing care facility	3	Building entrance
All Personal Services uses with drive-through service	4 per lane	Agent window
Personal Vehicle Repair and Maintenance, specifically with car wash and auto detailing, automatic	4 per bay	Bay entrance
Personal Vehicle Repair and Maintenance, specifically with car wash and auto detailing, self-service	2 per bay	Bay entrance
Personal Vehicle Repair and Maintenance, specifically with oil change/lubrication shop	3 per bay	Bay entrance
Recycling center	3 per bay	Bay entrance
Restaurant, fast food, with drive-through facility[2]	4	Order box
Other	Uses not specifically listed are determined by the Zoning Administrator based on standards for comparable uses, or alternatively based on a parking demand study	
NOTES:		
[1] See Article 4: Use Regulations.		
[2] Restaurants with drive-through facilities shall provide at least four additional stacking spaces between the order box and the pick-up window.		

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(h) Vehicle Stacking Spaces and Lanes****b. Stacking Space Standards**

Required stacking spaces shall:

1. Be a minimum of 10 feet wide and 20 feet long;
2. Be contiguous;
3. Not impede onsite or offsite vehicular traffic movements or movements into or out of off-street parking spaces;
4. Not impede onsite or offsite bicycle or pedestrian traffic movements; and
5. Be separated from access aisles and other vehicular surface areas by raised medians if necessary for traffic movement and safety.

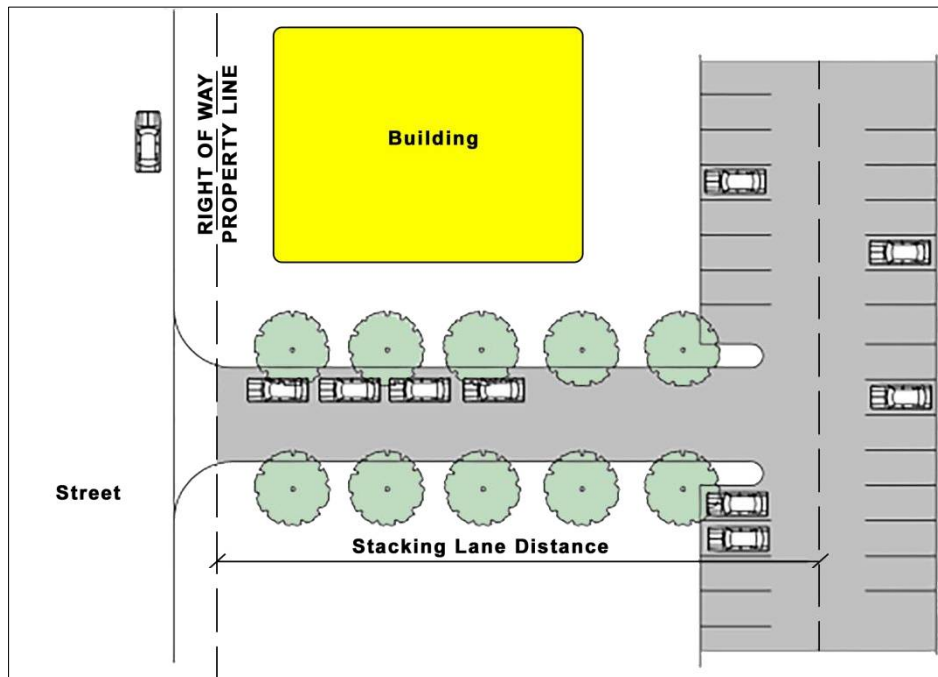
(2) Vehicular Surface Area Entrance Driveways

Mixed-use dwellings and Public, Civic, and Institutional; Commercial; and Industrial uses shall provide stacking lanes between the edge of the street right-of-way and entrances into off-street parking areas in accordance with the minimum stacking lane distance established in Table 17-5.2(h)(2)a: Minimum Stacking Lane Distance for Vehicular Surface Area Entrance Driveway (see Figure 17-5.2(h)(2)b: Measurement of Stacking Lane Distance for Vehicular Parking Area Entrance Driveway).

TABLE 17-5.2(H)(2)A: MINIMUM STACKING LANE DISTANCE FOR VEHICULAR SURFACE AREA ENTRANCE DRIVEWAY

NUMBER OF OFF-STREET PARKING SPACES [1]	MINIMUM STACKING LANE DISTANCE (FT) [2]
1 - 49	25
50 – 249	50
250 – 499	100
500 or more	100 + 15 ft for every additional 50 spaces beyond 500
NOTES: [1] Entrances into parking structures may be credited towards the stacking lane distance standard provided the parking structure entrance is accessed from a development driveway and not a primary drive aisle. [2] Stacking lane distance is measured from the intersection of the driveway with the street right-of-way, along the centerline of the stacking lane, to its intersection with the centerline of the first entrance into a parking area or other internal intersecting driveway.	

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 short-term and long-term bicycle parking spaces 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 [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****(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 [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.		

(2) Reduction Based on Alternative Bicycle Parking Plan

The Zoning Administrator may authorize up to a 25 percent reduction in the minimum number of bicycle parking spaces required by Table 17-5.2(i)(1)b: Bicycle Parking Standards in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC Districts, if the applicant submits an alternative bicycle parking plan that:

- a. Demonstrates the demand and need for bicycle parking on the site is less than required by this section because of the site's location, the site design, proximity to transit, or other factors; or
- b. Offers a strategy that demonstrates other non-auto and non-bicycle travel modes will be used by occupants and users of the development that reduces the demand for bicycle parking spaces.

(3) Bicycle Parking Space Standards

- a. A bicycle parking space shall be located on a paved or similar hard, all-weather surface, having a slope not greater than three percent.

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(i) Bicycle Parking Standards

- b. Lighting shall be provided for bicycle parking spaces that are accessible to the public or bicyclists after dark.
- c. Bicycle parking is encouraged to be visible from the main entrance of the building it serves; however, directional signage shall be provided where a bicycle parking space is not visible from a main entrance to the building for which the bicycle parking space is required.
- d. The minimum dimensional requirements for a bicycle parking space are:
 1. Six feet long by two feet wide (see Figure 17-5.2(i)(3)a: Example of Bicycle Parking Space and Parking Rack Dimensional Standards); or
 2. If designed for vertical storage, four feet long by two feet wide by eight feet high (see Figure 17-5.2(i)(3)b: Example of Vertical Bicycle Parking Dimensional Standards).

Figure 17-5.2(i)(3)a: Example of Bicycle Parking Space and Parking Rack Dimensional Standards

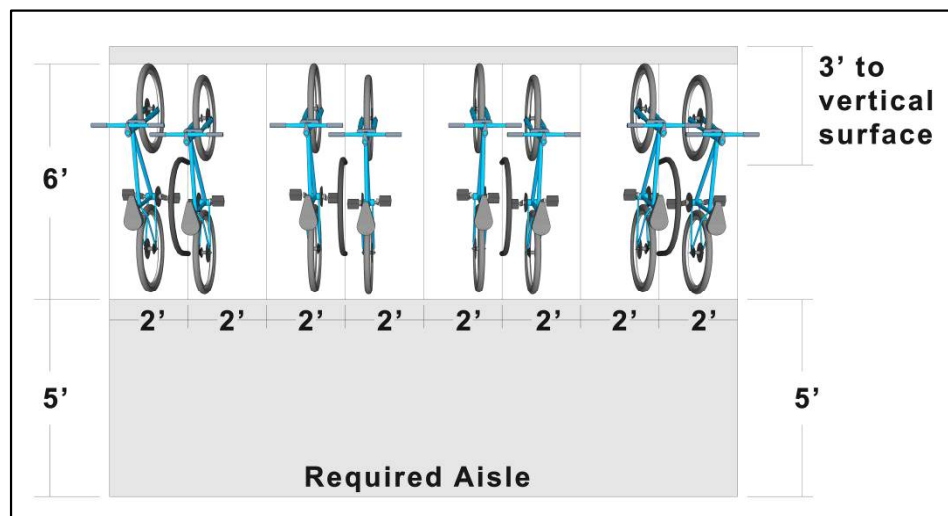
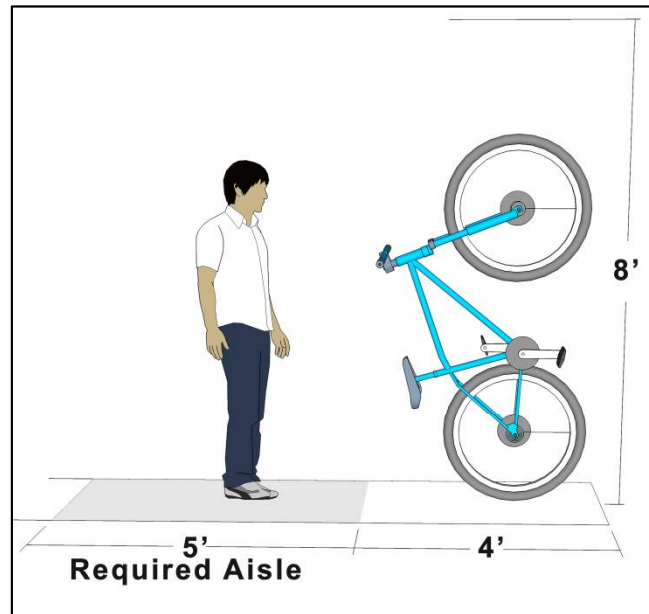


Figure 17-5.2(i)(3)b: Example of Vertical Bicycle Parking Dimensional Standards



- e. A bicycle parking space shall be accessible without moving another parked bicycle.
- f. Not more than 25 percent of required short-term bicycle parking spaces and 25 percent of required long-term bicycle parking spaces may be vertical or wall-mounted parking.
- g. A bicycle parking rack shall:
 - 1. Allow for the securing of the frame and at least one wheel of a bicycle in a bicycle parking space to the rack with an industry-standard U-shaped bike lock;
 - 2. Provide each bicycle parking space with support for a bicycle in a stable position with direct support to the bicycle frame;
 - 3. Be securely anchored to the ground or to a structural element of a building or structure;
 - 4. Be designed and located so it does not block pedestrian circulation systems and pedestrian movements;
 - 5. Be constructed of materials designed to withstand cutting, severe weather, and permanent exposure to the elements, such as powder-coated steel or stainless steel;
- (i) If bicycles must be moved onto or off of the rack parallel to their direction of travel, provide an aisle having a minimum width of five feet between all bicycle parking spaces served by the rack and any bicycle spaces served by another bicycle parking rack,

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(i) Bicycle Parking Standards

vehicular surface areas, or obstructions, including but not limited to fences, walls, doors, posts, columns, or landscaping areas (see Figure 17-5.2(i)(3)a: Example of Bicycle Parking Space and Parking Rack Dimensional Standards, and Figure 17-5.2(i)(3)b: Example of Vertical Bicycle Parking Dimensional Standards);

6. Be located at least three feet from any vertical surface, such as another bicycle parking rack, the side of a building, a tree, or a fence or wall (see Figure 17-5.2(i)(3)a: Example of Bicycle Parking Space and Parking Rack Dimensional Standards); and
7. Be separated from any abutting vehicular surface area by at least three feet and a physical barrier, such as bollards, curbing, wheel stops, reflective wands, or a fence or wall.
- h. Bicycle parking areas shall be maintained free of inoperable bicycles (such as bicycles with flat tires or missing parts) and debris. Bicycle parking racks shall be maintained in good repair, securely anchored, and free of rust.

(4) Short-Term Bicycle Parking Standards

A short-term bicycle parking space shall:

- a. Include independent access to a bicycle parking rack for supporting and securing a bicycle; and
- b. Be located within 75 feet of a public entrance to the building for which the space is required, measured along the most direct pedestrian access route, provided, a short-term bicycle parking space located in a bicycle parking area serving more than one use shall be located within 150 feet of a public entrance to the building for which the space is required, measured along the most direct pedestrian access route; and
- c. Be located to ensure significant visibility by the public and users of the building for which the space is required.

(5) Long-Term Bicycle Parking Standards

A long-term bicycle parking space shall:

- a. Include one of the following features:
 1. A bicycle locker or similar structure manufactured for the sole purpose of securing and protecting a standard size bicycle from rain, theft, and tampering by fully securing the bicycle in a temporary enclosure; or
 2. A secured and dedicated bicycle parking area provided either inside the principal building on the lot, within a parking structure, or in a structure located elsewhere on the lot. The secured and dedicated bicycle parking area shall be designed to protect each bicycle from weather, theft, and vandalism and shall have a minimum of eight feet of clearance above the floor or ground.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(j) Loading Area Standards**

- b. Be located within 500 feet of a public entrance to the building for which the space is required, measured along the most direct pedestrian access route, provided, a long-term bicycle parking space located in a bicycle parking area serving more than one use shall be located within 750 feet of a public entrance to the building for which the space is required, measured along the most direct pedestrian access route.

(j) Loading Area Standards**(1) Minimum Number of Off-Street Loading Berths**

Any new development involving the routine vehicular delivery or shipping of goods, supplies, or equipment to or from the development shall provide a sufficient number of off-street loading berths to accommodate the delivery and shipping operations of the development's uses in a safe and convenient manner. Table 17-5.2(j)(1): Minimum Number of Off-Street Loading Berths, sets forth the minimum number of loading berths for the different principal uses. For proposed uses not listed in Table 17-5.2(j)(1): Minimum Number of Off-Street Loading Berths, the requirement for a use most similar to the proposed use shall apply. The off-street loading berth shall be arranged so that vehicles shall maneuver for loading and unloading entirely within the property lines of the site.

TABLE 17-5.2(J)(1): MINIMUM NUMBER OF OFF-STREET LOADING BERTHS		
PRINCIPAL USE CLASSIFICATION/CATEGORY	GROSS FLOOR AREA (GFA)	MINIMUM NUMBER OF LOADING BERTHS
Commercial, Public and Institutional, and Certain Residential Uses		
Household Living Uses (Multifamily only) and Group Living Uses (Residential Care Facility only)	At least 100 dwelling units and up to 300 dwelling units	1
	Each additional 200 dwelling units or major fraction thereof	add 1
Health Care Uses, Commercial Services Uses, Office Uses, Personal Service Uses, and Visitor Accommodations Uses (Hotel or Motel only)	At least 10,000 sq. ft. and up to 100,000 sq. ft.	1
	Each additional 100,000 SF or major fraction thereof	add 1
Commercial Uses not elsewhere listed	At least 2,000 sq. ft. but less than 20,000 sq. ft.	1
	At least 20,000 sq. ft. but less than 60,000	2
	Each additional 60,000 sq. ft. or major fraction thereof	add 1
Industrial Uses		
All Industrial Uses	At least 2,000 sq. ft. but less than 25,000 sq. ft.	1
	At least 25,000 sq. ft. but less than 40,000 sq. ft.	2

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(j) Loading Area Standards**

TABLE 17-5.2(J)(1): MINIMUM NUMBER OF OFF-STREET LOADING BERTHS		
PRINCIPAL USE CLASSIFICATION/CATEGORY	GROSS FLOOR AREA (GFA)	MINIMUM NUMBER OF LOADING BERTHS
	At least 40,000 sq. ft. but less than 100,000 sq. ft.	3
	At least 100,000 sq. ft. but less than 160,000 sq. ft.	4
	At least 160,000 sq. ft. but less than 240,000 sq. ft.	5
	At least 240,000 sq. ft. but less than 320,000 sq. ft.	6
	At least 320,000 sq. ft. but less than 400,000 sq. ft.	7
	Each 90,000 sq. ft. above 400,000	1

(2) Dimensional Standards for Loading Areas

- a. Each loading berth shall be of sufficient size to accommodate the types of vehicles likely to use the loading area. The minimum loading berth size that presumptively satisfies loading berth needs is least 12 feet wide and 45 feet long in general industrial, distribution, or warehousing uses. For all other uses, a berth as short as 33 feet may be allowed. The Zoning Administrator may require a larger loading berth or allow a smaller loading berth on determining that the characteristics of the particular development warrant such increase or reduction and the general standard is met.
- b. Each loading berth shall have at least 15 feet of overhead clearance.

(3) Location of Loading Areas

- a. To the maximum extent practicable, loading areas should be located to the rear of the use they serve (see Figure 27-5.211.C: Loading Area Configuration).
- b. Loading areas should be located adjacent to the building's loading doors, in an area that promotes their practical use.
- c. Loading areas should be located and designed so vehicles using them can maneuver safely and conveniently to them from a public street and complete loading without obstructing or interfering with any public right-of-way or any parking space or parking lot aisle.

Figure 27-5.211.C: Loading Area Configuration



Sec. 17-5.3 Landscaping

(a) Purpose and Intent

The purpose of this Section is to establish standards for landscaping that contributes to a high quality of life, enhances the appeal and economic value of properties in the City, and otherwise contributes to the public health, safety and welfare through:

- (1) Improved air quality;
- (2) Beneficial climate modification;
- (3) Reduction of glare, noise, odors and dust;
- (4) Reduction of stormwater runoff and flooding;
- (5) Screening of undesirable views;
- (6) Provision of buffers between incompatible land uses;
- (7) Shelter and food for birds and other wildlife;
- (8) The psychological benefits of experiencing nature in the City; and
- (9) The aesthetic enjoyment provided by the diversity and dynamism of the planted landscape.

(b) Applicability

(1) General

- a. Unless exempted in accordance with subsection (2) below, all development shall comply with the standards in this Section, as modified in accordance with Sec. 17-5.3(b)(5), Alternative Compliance.
- b. The standards in this Section are cumulative, unless otherwise stated in this Ordinance.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(b) Applicability**

- c. If, during review of plans for historic consideration, a federal or state agency applies requirements that conflict with the standards in this Section, the requirements applied by the federal or state agency shall control.

(2) Exemptions

The following are exempt from the standards in this Section:

- a. Single-family detached dwellings, provided, the initial development of a subdivision of single-family dwellings is subject to the Sec. 17-5.3(h), Site Tree Density, and Sec. 17-5.4, Tree Protection.
- b. Public and private utilities, except when a Zoning Permit or subdivision approval is required. Such utilities may include but are not limited to storm drainage installation, street construction, water and sewer construction, and electric, gas, communications, and other similar service installations.
- c. Expansion of an existing structure that, combined with all expansions of the same structure during the preceding five-year period, equals less than 25 percent of the total gross floor area of the structure existing at the beginning of the five-year period and results in no increase or an increase of less than 25 percent of the vehicular surface area existing at the beginning of the five-year period.
- d. Renovation or reuse, not a more intense use, of an existing structure that, combined with all renovation and reuse of the same structure during the preceding five-year period, is valued at less than 50 percent of the recorded tax value of the building at the beginning of the five-year period.

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(4) Landscaping Plan Required

A landscaping plan shall be submitted with an application for development subject to the requirements of this Section. The landscaping plan shall depict how the proposed development complies with the standards in this Section. The landscaping plan shall comply with the requirements for landscaping plans set forth in the Procedures Manual and shall include utility and irrigation plans, if applicable, and documentation of existing trees and a tree protection plan as required by Sec. 17-5.4, Tree Protection. All landscaping plans for sites having an area greater than one acre shall be prepared by a registered landscape architect. Landscaping plans for sites having an area of one acre or less may be prepared by other design professionals with competency in landscape design when the design is incidental to their work.

(5) Alternative Compliance**a. Alternative Landscaping Plan**

1. Where the application of the standards in this Section would result in unreasonable or impractical situations due to unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, a committee comprised of the Zoning Administrator, the Land Development Administrator or designee, and the Planning Director, may approve an alternative landscaping plan on finding, by a simple majority, the alternative landscaping plan:
 - (i) Would result in landscaping of similar quality, effectiveness, durability, and performance as required by this Section;
 - (ii) Is consistent with the purpose and intent of this Section and the purpose of each applicable subsection in this Section, taking into account the proposed land use and the land use on abutting property; the amount, species, arrangement, and coverage of plant material proposed; the level of screening achieved; and the height, spread and canopy of the proposed plantings at maturity; and
 - (iii) Would not result in the removal of a grand tree which would otherwise be required to be preserved.
2. The committee's decision to approve or deny an alternative landscaping plan may be appealed to Board of Zoning Appeals, in accordance with Sec. 17-2.5(u), Appeal – Zoning.

b. Payment to Columbia Landscaping and Tree Fund

Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for proposed development to comply with the landscaping requirements in this Section, the proposed development may be approved only if it complies with the requirements in this Section to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the alternative landscaping plan.

(c) General Landscaping Standards

Unless specified in this Ordinance to the contrary, all plantings and other improvements required by this Section shall comply with this subsection.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(c) General Landscaping Standards**

(1) Installation of Required Landscaping

- a. Unless a bond is provided in accordance with c below, all landscaping required by this Section shall be installed prior to the issuance of a Certificate of Occupancy.
- b. All plants shall be installed in a manner to ensure their best chance of survival and to reduce the potential expense of replacing damaged plant materials. Sufficient soil volume shall be provided for tree roots to allow for the tree's healthy growth and survival to its mature size; however, this requirement shall not be construed to require minimum soil volumes in excess of those required for interior planting areas by Sec. 17-5.3(f)(4)a.1(ii).
- c. If the season or weather conditions prohibit planting of trees or shrubs, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to 125 percent of the cost of installing the required trees or shrubs to guarantee the completion of the required planting. A Zoning Permit for the development shall be issued only on approval of the financial surety. All required improvements must be completed within the time period established in the development approval, or within 18 months of the date the developer provides financial surety, whichever period is shorter. The developer may request and the Land Development Administrator may grant, for good cause shown, one extension, not to exceed one year, of the period for completion. The financial surety shall be canceled and/or returned upon completion of the required landscaping. If the developer fails to complete all required improvements within the period for completion, as may be extended, the Land Development Administrator shall send written notice to the developer identifying the failure(s) and providing the developer a period of 30 days to complete the required improvements. If the required improvements are not completed within the 30-day period, the City may draw on the financial surety to complete the required improvements.

(2) Credit for Existing Vegetation

Existing vegetation in good health that meets all applicable standards in this Section may be used to satisfy any planting requirements, provided the vegetation is in fair or better condition (see Sec. 17-9.4, Definitions) and is protected before and during development in the same manner required for a protected tree in accordance with Sec. 17-5.4(f), Tree Protection During Construction.

(3) Species

- a. Vegetative material shall be adapted to the site conditions where it will be planted. The use of native, drought-tolerant vegetation is encouraged to reduce dependency upon irrigation. The selection of trees, shrubs, and other vegetative material from the list of suggested species maintained by the Zoning Administrator in the Procedures Manual is encouraged.

- b. The use of species identified as invasive plant pest species by the South Carolina Exotic Pest Plant Council is prohibited.
- c. To curtail the spread of disease and insect infestation in a plant species, new shrub and tree plantings shall be of different genres in accordance with Table 17-5.3(c)(3): Required Shrub and Tree Genus Diversity. Where different genres of shrubs and trees are required in accordance with Table 17-5.3(c)(3), each required genus shall be planted in roughly equal proportions with the other required genres. Nothing in this subsection shall be construed to prevent the utilization of a greater number of different species than specified in Table 17-5.3(c)(3).

TABLE 17-5.3(C)(3): REQUIRED SHRUB AND TREE GENUS DIVERSITY	
MINIMUM NUMBER OF SHRUBS OR TREES REQUIRED ON SITE	MINIMUM NUMBER OF GENUSES OF SHRUBS OR TREES REQUIRED ON SITE
Shrubs	
40 or fewer	2
More than 40 but fewer than 70	3
70 or more	4
Trees	
20 or fewer	2
More than 20 but fewer than 40	3
40 or more	4

(4) Trees

- a. All shade trees planted in accordance with the requirements of this Section shall be a minimum of ten feet in height, and small-maturing trees a minimum of eight feet in height, when planted. Both shade trees and small-maturing trees must be at least two inches in caliper (measured one-half foot above ground level) when planted. Any new trees of above four-inch caliper size shall be measured 12 inches above the ground. The caliper size of a multi-trunk tree shall be deemed to be the average caliper size of the largest three leaders.
- b. The height-to-trunk caliper ratio, root ball sizes, or spread relationship for any tree to be planted shall meet the current "American Standards for Nursery Stock" as set forth by the American Association of Nurserymen.
- c. All multi-trunk trees must be "tree form" with a maximum of three to five stems or trunks and a minimum height of eight feet at planting.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(c) General Landscaping Standards**

(5) Shrubs

All shrubs planted to meet the requirements of this Section, unless required to be larger by another provision in this Section, shall be a minimum of three-gallon container size and 18 inches in height or spread (depending on whether the growth habit is upright or spreading) measured from the top of the root zone.

(6) Mulch

All planted materials are to be mulched, generally with an organic type of mulch such as shredded bark, ground wood chips (not sawdust), or pine straw. Mulch shall be applied as follows: for trees and shrubs, three to four inches deep at the base of shrubs and trees or from the trunk to the dripline for newly-planted trees; for ground cover and perennials, one to two inches deep sufficient in coverage to conserve moisture and suppress weeds without inhibiting growth of the landscape plants.

(7) Irrigation

An irrigation system shall be planned, installed, and maintained to ensure optimum moisture for healthy growth and survival. Use of existing vegetation, native plants, drought-tolerant plants, and water conserving irrigation techniques, such as use of a rain sensor, and re-use of rain water, is encouraged.

(8) Berms

Berms shall comply with the following design standards:

- a. The slope shall not exceed a two-to-one ratio (horizontal to vertical);
- b. The berm shall have a top width at least one-half the berm height; and
- c. The berm shall have a maximum height of eight feet above the toe of the berm.
- d. All berms, regardless of size, shall be stabilized with a ground cover or other suitable vegetation.
- e. Berms proposed to be placed along street right-of-way shall be designed and constructed to provide adequate sight distances at intersections and along the street.
- f. Berms shall not damage the roots of existing healthy vegetation designated to be preserved.

(9) Fences and Walls

Fences and walls shall comply with Sec. 17-5.8, Fences and Walls

(10) Sight Areas

Sight areas shall be maintained free of obstructions, including trees, shrubs, and other vegetation and fences, walls, and berms.

(11) Maintenance of Landscape Areas**a. General**

1. It shall be the duty of the property owner to maintain all vegetation planted pursuant to, or protected by, this chapter in a healthy condition in accordance with this section and the tree ordinance guidelines developed by the City.
2. Landscape features and areas shall be maintained in accordance with the approved landscaping plan or alternative landscaping plan and shall present a healthy and orderly appearance free from refuse and debris.
3. All plant life shown on an approved landscaping plan or alternative landscaping plan shall be replaced with the same or a similar species if it dies, is seriously damaged, or removed, except any existing vegetation that does not comply with the standards in this Ordinance shall be replaced with vegetation that does comply with the standards in this Ordinance, in the event the existing vegetation is removed due to damage, disease, or death.

b. Maintenance Review

The Land Development Administrator, or designee, shall have the authority to review landscaping and require replanting if necessary to maintain the required landscape plants in good health.

c. Damage Due to Natural Occurrence

In the event that any vegetation or physical element functioning to meet the standards of this Section is severely damaged due to an unusual weather occurrence or natural catastrophe, or other natural occurrence such as damage by wild or domestic animals, the owner or developer shall be required to replant if the landscaping standards are not being met. The Land Development Administrator shall consider the type and location of the landscape buffer or required vegetation area as well as the propensity for natural re-vegetation in making a determination on the extent of replanting requirements. The owner shall have one growing season to replace or replant in accordance with the Land Development Administrator's determination.

d. Protection During Operations

1. The owner or developer shall take actions to protect trees and landscaping from damage during all facility and site operations.
2. Plants shall be maintained in a way that does not obstruct sight distances at roadway and drive intersections, obstruct traffic signs or devices, or interfere with the use of sidewalks or pedestrian trails.
3. If a planting area required by this Section is adjacent to parking or vehicular circulation areas, the planting area shall be protected from

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

vehicular intrusion or damage from excessive vehicular lubricants or fuels.

e. Maintain Shape

All required trees shall be allowed to reach their mature size and shall be maintained at their mature size. Except for trimming and pruning within a utility easement in accordance with applicable policies of the affected utility, required plants shall not be cut or severely pruned or otherwise damaged so that their natural form is impaired. Any tree (including, but not limited to crape myrtles) that has been severely pruned, sheared, topped, or shaped as a shrub, shall be considered as damaged vegetation in need of replacement in accordance with Sec. 17-5.3(c)(11)c, Damage Due to Natural Occurrence, and shall be replaced within one growing season with a tree at least four inches in caliper.

f. Natural Death

The natural death of existing vegetation within any required landscape area does not necessarily constitute a violation and does not require re-vegetation to replace the plant material unless the required landscape area no longer complies with the required standards of this section. In no instance shall this provision be construed to prevent re-planting if, in the opinion of the Zoning Administrator, the required performance standard of the landscaping is not being met.

(d) Transitional Buffer Yards

(1) Purpose

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

- a. Unless exempted in accordance with subsection b below, all new development shall comply with standards in this subsection.
- b. Transitional buffer yards are not required:
 - 1. Between uses or lots within a single mixed-use development; and
 - 2. Between a proposed development and abutting right-of-way.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards****(3) Required Width and Plantings****a. Required Buffer Type**

Table 17-5.3(d)(3)a: Buffer Type Application, identifies whether a proposed use requires a transitional buffer yard, and, if a transitional buffer yard is required, what buffer type is required. Width and planting requirements for each buffer type are set forth in Sec. 17-5.3(d)(3)b, Minimum Width and Plantings.

TABLE 17-5.3(D)(3)A: BUFFER TYPE APPLICATION					
PROPOSED USE	EXISTING USE ON ABUTTING LAND [2]				
	SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING	RESIDENTIAL USE, OTHER THAN SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING, HAVING 10 OR FEWER UNITS	RESIDENTIAL USE NOT OTHERWISE LISTED	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE, IF SITE AREA IS 25,000 SQ FT OR LESS	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE NOT OTHERWISE LISTED, OR INDUSTRIAL USE
Single-family detached or two-family dwelling					
Residential use, other than single-family detached or two-family dwelling, having 10 or fewer units	Type B				
Residential use not otherwise listed	Type C	Type B	Type A	Type A	
Public, Civic, and Institutional use or Commercial use, if site area is 25,000 sq ft or less	Type C	Type B	Type A		
Public, Civic, and Institutional use or Commercial use not otherwise listed, or Industrial use	Type D	Type C	Type B	Type A	
NOTES: [1] A shaded cell indicates that a transitional buffer yard is not required. [2] Where establishment of a use abutting land is pending, the use is considered an existing use for purposes of this subsection if a building permit is issued for the use. If abutting land is vacant and no building permit has been issued for its use, its existing use shall be deemed to be the most intense use permitted by right in the zoning district where it is located.					

b. Minimum Width and Plantings

The standards for each transitional buffer yard type in this subsection shall apply where that buffer type is required in accordance with Table 17-5.3(d)(3)a: Buffer Type Application.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

1. Minimum Width

Unless reduced in accordance with Sec. 17-5.3(d)(3)c, Reduction in Buffer Width, the minimum required width of a transitional buffer yard shall be as follows:

- (i) Type A: 10 feet;
- (ii) Type B: 20 feet;
- (iii) Type C: 30 feet; and
- (iv) Type D: 40 feet.

2. Required Width and Plantings Table

Plantings shall be provided in a transitional buffer yard in the amount shown in Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type, based on the width and type of buffer required.

TABLE 17-5.3(D)(3)B: REQUIRED PLANTINGS BY BUFFER WIDTH AND TYPE								
BUFFER WIDTH (FT) [3] [4]	MINIMUM NUMBER OF SHRUBS AND AGGREGATE CALIPER INCHES (ACI) OF TREES PER 100 LINEAR FEET [2]							
	TYPE A		TYPE B		TYPE C		TYPE D	
	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)
10	20	12						
20	14	10	40	14				
30	12	8	28	12	60	16		
40 or more	8	8	24	12	36	14	80	20

NOTES:

[1] Buffer widths that are less than the minimum allowed are shaded in this table.

[2] The actual required number of shrubs or ACI of trees is determined by dividing the number of linear feet of the transitional buffer yard by 100, multiplying the result by the number of shrubs or ACI, as appropriate, required per 100 linear feet, and rounding to the nearest whole number.

[3] If a proposed transitional buffer yard width falls between two adjacent widths listed in this table (higher listed width and lower listed width), the required ACI of trees shall be the required ACI for the lower listed width, and the required number of shrubs shall be determined by multiplying by 0.1 the difference between the proposed width in feet and the lower listed width, multiplying the result by the difference between the number of shrubs listed for the higher listed width and number of shrubs listed for the lower listed width, adding the result to the number of shrubs required for the lower listed width, and rounding to the nearest whole number. For example, a proposed Type A transitional buffer yard with a width of 25 feet requires 10 ACI of trees (the same as a 20-foot buffer) and 13 shrubs $((5 \times 0.1) \times (14 - 12) + 12)$ per 100 linear feet.

[4] Any transitional buffer yard that is less than 15 feet in width shall include a wall made of brick, stone, or stucco that is at least 6 feet in height.

[5] "Trees" and "shrubs" required by this table shall comply with Sec. 17-5.3(c)(4), Trees, and Sec. 17-5.3(c)(5), Shrubs (see Sec. 17-9.4, Definitions).

c. Reduction in Buffer Width

The required width of a transitional buffer yard may be reduced in accordance with this subsection, provided, only one width reduction is allowed along any length of a transitional buffer yard.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

1. Fence or Masonry Wall Included

The width of a transitional buffer yard may be reduced by the amount shown in Table 17-5.3(d)(3)c: Width Reduction From Fence or Wall, if a fence or wall that complies with the corresponding height and materials requirements in Table 17-5.3(d)(3)c: Width Reduction From Fence or Wall, and Sec. 17-5.8, Fences and Walls, is located in the transitional buffer yard along the length of the transitional buffer yard.

TABLE 17-5.3(D)(3)C: WIDTH REDUCTION FROM FENCE OR WALL

FENCE OR WALL MATERIALS	ZONING DISTRICT	MINIMUM FENCE OR WALL HEIGHT [1]	TRANSITIONAL BUFFER YARD WIDTH REDUCTION ALLOWED (AS A PERCENTAGE OF THE REQUIRED WIDTH)	MINIMUM WIDTH OF TRANSITIONAL BUFFER YARD AFTER REDUCTION
Wood	Any district	8 feet	25	15 feet
Brick, Stone, or Stucco	Any district	4 feet	25	15 feet
	Any district	6 feet	50	10 feet
	AC-D	8 feet	50	5 feet

NOTES:

[1] Fence or wall height shall be measured from the side of the fence facing away from the property being screened.

2. Berm

The width of a transitional buffer yard may be reduced by 25 percent if a berm having a height of at least four feet is provided.

3. Grade Elevation Change

The width of a transitional buffer yard may be reduced by 25 percent if the transitional buffer yard includes a grade change that achieves a screening effect similar to a wall or a fence, if:

- (i) The grade change is at least six feet;
- (ii) The grade change has a slope of three-to-one (horizontal to vertical) or less, or is retained by a retaining wall that meets all applicable engineering standards;
- (iii) The developing property has an elevation that is lower than properties from which it is to be screened; and
- (iv) Required plantings are located at the top of the slope in the transitional buffer yard.

d. Reduction in Plantings

The required plantings in a transitional buffer yard may be reduced along any length of the transitional buffer yard where a fence or wall is included in accordance with Sec. 17-5.3(d)(3)c.1, Fence or Masonry Wall Included, as provided in d.1 or d.2 below, provided, only one reduction for shrubs is allowed along any length of a transitional buffer yard:

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Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

1. Wooden fence or brick, stone, or stucco wall: 50 percent reduction in the number of required shrubs.
2. Brick, stone, or stucco wall having a height of at least six feet: shrubs are not required, and up to 50 percent of required trees in the transitional buffer yard may be small-maturing trees.

(4) Location

- a. Transitional buffer yards shall:
 1. Be located on the site of the proposed development, between the property line and any vehicular use areas, buildings, storage, service areas, or other areas of activity on the property; and
 2. Extend along the entire property line of the abutting use.
- b. Transitional buffer yards may be located in required front, side, or rear yards.
- c. Vegetative screening and fencing in a transitional buffer yard shall not be located inside a utility or drainage easement unless:
 1. The easement is an overhead easement; or
 2. All of the following requirements are met:
 - (i) The easement holder has consented to and the Zoning Administrator has approved the location of the vegetative screening and fencing in the easement;
 - (ii) The vegetative screening and fencing is maintained in accordance with the terms of consent and any applicable maintenance provisions;
 - (iii) Trees planted within 15 feet of an overhead power line shall be small-maturing trees; and
- d. In those portions of the transitional buffer yard where small-maturing trees are provided in lieu of shade trees in accordance with c.2(iii) above, either the number of required trees per 100 linear feet (see Sec. 17-5.3(d)(3)b, Minimum Width and Plantings) shall be multiplied by two, or a wood fence or masonry wall that meets the height and materials standards in Sec. 17-5.8, Fences and Walls, shall be provided.

(5) Development Within Transitional Buffer Yards

- a. Development within a transitional buffer yard shall be limited to the following:
 1. Fences and walls;
 2. Retaining walls;
 3. Sidewalks, trails, and bike paths, provided they intersect the transitional buffer yard at a 90-degree angle; and

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Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

4. Driveways and parking lot aisles necessary to comply with Sec. 17-5.1(c)(2), Cross Access Between Adjoining Developments; and
 5. Stormwater areas that incorporate Low Impact Development (LID) practices using plant material to manage stormwater.
- b. Development within a transitional buffer yard shall not reduce the general separation of land uses or interfere with the required plantings.

(6) Modification or Waiver for Development Abutting Park or Greenway

If a required transitional buffer yard abuts a park or greenway, the Zoning Administrator may modify or waive any requirement in this subsection on finding that the required transitional buffer yard would otherwise be inconsistent with purposes of this subsection.

(7) Planting and Materials Standards

Trees, shrubs, fences and walls, and berms required by this subsection shall comply with Sec. 17-5.3(c), General Landscaping Standards, unless otherwise specified in subsections a through c below.

a. General

1. Trees, shrubs, fences and walls, and berms shall be arranged in a manner that provides the maximum possible visual separation between adjacent land uses, including the massing of shrubs in rows or groups as needed to achieve the maximum screening effect.
2. If a fence or wall or berm is located in a transitional buffer yard, all required trees and shrubs shall be located in an abutting planting area that is at least five feet in width along the length of the transitional buffer yard.

b. Trees

1. Trees shall be shade trees, except:
 - (i) Trees located within 15 feet of an overhead power line shall be small-maturing trees; and
 - (ii) Up to 50 percent of required trees where a brick, stone, or stucco wall having a height of at least six feet is included may be small-maturing trees.
2. At least 50 percent of required trees shall be evergreen species.

c. Shrubs

1. Shrubs shall be evergreen species expected to reach a height of six feet or greater within five years of planting.
2. Shrubs shall be a minimum of three feet in height when planted.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(e) Street Protective Yards**

(e) Street Protective Yards**(1) Purpose**

A street protective yard is a landscaped area abutting and parallel to a recorded public street right-of-way designed to:

- a. Provide more pleasing views along travel ways;
- b. Provide for continuity of vegetation;
- c. Reduce the amount of impervious surface and thereby reduce stormwater runoff;
- d. Provide shade; and
- e. Preserve a remnant of Columbia's natural vegetative cover.

(2) Applicability

All new development shall comply with the standards in this subsection, except:

- a. Development that consists solely of a change in land use; and
- b. Development, other than vehicular surface areas, in a zoning district that has a minimum front yard setback of zero feet.

(3) Location

Street protective yards shall be located on the site of the proposed development wherever it abuts an existing or proposed street right-of-way.

(4) Minimum Width

- a. If the minimum front yard setback is greater than ten feet, the minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
- b. If the minimum front yard setback is between zero and ten feet, the minimum width of the street protective yard shall be 10 feet; provided, if the minimum front yard setback is zero feet and ground floor programming is proposed, the minimum width of the street protective yard shall be the minimum width providing adequate planting areas for the healthy growth of required trees to maturity, in accordance with any applicable guidelines and streetscape standards.
- c. Except as provided in b above, notwithstanding any other provision in this Ordinance, a street protective yard shall not have a width of less than five feet as measured from the recorded public street right-of-way abutting the site of the proposed development.

(5) Minimum Area

A street protective yard shall have a minimum area of ten feet times the linear feet of the site of the proposed development that abuts an existing or proposed street right-of-way.

(6) Minimum Plantings

A street protective yard shall comply with the following landscaping standards:

- a. A street protective yard shall contain at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding portions of the street protective yard where driveways are located, provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement.
- b. A street protective yard shall contain a minimum of one shade tree, provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement.
- c. At least 60 percent of the street protective yard area not used for shade trees or for pedestrian or vehicular access shall be covered in shrubs, ground cover, small-maturing trees, or turf, and all other portions of the street protective yard shall be mulched. A minimum of 75 percent of the area designated on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.
- d. Unless otherwise necessary to avoid intrusion in to sight areas, at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding driveway widths, shall be provided, except as modified in e below.
- e. Within 20 feet of an overhead power line, small-maturing trees spaced between 20 and 30 feet apart on center, unless otherwise necessary to avoid intrusion into sight areas, shall be substituted for required shade trees.

(7) Development Within Street Protective Yards

Development in a street protective yard shall be limited to the following:

- a. Fences and walls;
- b. Retaining walls;
- c. Flagpoles, lamp or address posts, mailboxes, and similar features;
- d. Sidewalks, trails, and bike paths;
- e. Driveways or parking lot aisles having a width of 35 feet or less, provided the centerline of the driveway or parking lot aisle forms a 90-degree angle with the boundary between the site and the right-of-way; and
- f. Stormwater areas treated as site amenities in accordance with Sec. 17-5.5, Open Space.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(f) Vehicular Surface Areas****(f) Vehicular Surface Areas****(1) Purpose**

The standards set forth in this subsection for the provision of landscaping in and around vehicular surface areas (parking lots) are designed to:

- a. Enhance their appearance;
- b. Provide shade to reduce heat and glare reflected by paving;
- c. Reduce stormwater runoff;
- d. Filter particulate and gaseous pollutants from the air; and
- e. Reduce the glare of headlights and noise on surrounding properties.

(2) Applicability

The following shall comply with the standards in this subsection:

- a. Any new vehicular surface area (parking lot);
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building or the expansion of an existing building.

(3) Street Protective Yards for Vehicular Surface Areas

- a. A street protective yard located between a vehicle surface area, other than a parking structure, and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by 1 or 2 below, provided, 1 and 2 below shall not apply where a vehicular surface area is located behind a building from the street right-of-way:
 - 1. The street protective yard shall include an opaque screen along the length of the street protective yard, excluding portions of the street protective yard where driveways or sight areas are located, that is between two and one-half and three feet in height and that consists of:
 - (i) Evergreen shrubs that measure at least two feet in height at the time of planting and reach a mature height of or may be maintained at a height of two-and-one-half to three feet within one year of planting; or
 - (ii) A wall composed of brick, stone, or stucco, which may be combined with decorative metal, such as wrought iron, if the wall achieves opacity at an average height of between two and one-half and three feet.
 - 2. Where a street protective yard includes a brick, stone, or stucco wall in accordance with 1(ii) above:

- (i) The minimum width of the street protective yard is reduced by 50 percent, provided the street protected yard shall not at any point be less than five feet in width;
 - (ii) The required number of shrubs is reduced by two-thirds, if all required shrubs are planted between the wall and the right-of-way; and
 - (iii) Up to forty percent of required shrubs may be deciduous shrubs having a maximum height of three feet.
- b. A street protective yard located between a parking structure and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by the following standards:
 - 1. The minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
 - 2. The minimum area of the street protective yard shall be:
 - (i) Where the minimum front yard setback is zero feet, the area necessary to provide adequate planting areas for the healthy growth of required trees to maturity;
 - (ii) In all other cases, the smaller of the area of the required front yard or the area of the front yard defined by a 20-foot setback.

(4) Interior Planting Areas

A vehicular surface area, other than a parking structure, shall include interior planting areas that comply with the standards in this subsection.

a. Size

- 1. An interior planting area shall have a minimum of either:
 - (i) 200 square feet of area for each tree in the planting area; or
 - (ii) A volume of low compacted, absorbing soil equal to:
 - (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
- 2. A planting area shall not measure less than five feet in any horizontal dimension, not including any curb width.

b. Configuration

- 1. In an off-street surface parking area other than a vehicular display area, at least 25 percent of the area of every vehicular parking space shall be located within 40 feet of the tree trunk of a shade tree in a planting area. Distances between trees and portions of parking spaces

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Sec. 17-5.3. Landscaping

(f) Vehicular Surface Areas

separated by an intervening building may not be considered in meeting this requirement.

2. Planting areas shall be located only in the following locations:
 - (i) Within or adjacent to the parking lot area as tree islands;
 - (ii) At the ends of parking bays;
 - (iii) Inside medians that are five feet or greater in width; and
 - (iv) As part of continuous street protective yards or transitional buffer yards between rows of cars.
3. Off-street surface parking areas with 200 or more spaces shall be organized into a series of smaller modules visually separated by planting areas that are located at least every eight parking bays and that are at least nine feet wide (see Figure 17-5.3(f)(5)b: Organization of Surface Parking Area into Modules).

Figure 17-5.3(f)(5)b: Organization of Surface Parking Area into Modules



c. Minimum Plantings

1. A minimum of 60 percent of a planting area shall contain living plants, trees, shrubs, groundcover or turf, and all other portions of the planting area shall be mulched. A minimum of 75 percent of the area designated on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.

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Sec. 17-5.3. Landscaping

(f) Vehicular Surface Areas

2. Cumulatively, the planting areas shall contain a minimum of one shade tree for every 3,200 square feet of total vehicular surface area or fraction thereof.
3. Each planting area shall contain at least one shade tree, provided, small-maturing trees shall be substituted for shade trees within 15 feet of overhead power lines;
4. Shade trees shall be spaced a minimum of 40 feet apart, or, if planted groups, a minimum of 25 feet apart;
5. Small-maturing trees shall be spaced a minimum of 30 feet apart, or, if planted in groups, a minimum of 15 feet apart.
6. Trees shall not be planted within ten feet of a tree located in the public right-of-way.
7. Planting areas shall be protected from vehicle damage by the installation of curbing, wheel stops, or other comparable methods. The placement of plant material shall allow for a minimum two-and-one-half foot bumper overhang from the face of curbing, wheel stops, or other comparable devices. This standard shall not be construed to prohibit the use of planting areas as stormwater management devices.

(5) Vehicular Display Areas

A vehicular display area shall comply with the standards in Sec. 17-5.3(f)(4), Interior Planting Areas, provided

- a. No stored vehicle shall be located farther than 40 feet from the edge of any landscaped planting area; and
- b. Small maturing trees may be substituted for required shade trees within interior landscaped planting areas.

(6) Planted Medians

A vehicular surface area, other than a parking structure, that has an area greater than two acres shall include planted medians that comply with the standards in subsections a through d below.

a. Number

One planted median is required for every two acres of vehicular surface area, rounded to the closest two-acre increment.

b. Size

1. Each planted median shall contain a minimum of 840 square feet of planted space.
2. A planted median shall have a minimum of either:
 - (i) 200 square feet of area for each tree in the planting area; or
 - (ii) A volume of low compacted, absorbing soil equal to:

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(g) Site Landscaping**

- (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
- 3. The minimum width of a median at any point is five feet, not including any curb width.
- c. Configuration**
 - 1. The length of the planted median shall be uninterrupted except for access ways approved by the Zoning Administrator.
 - 2. The amount of impervious surface within the planted median shall not exceed 20 percent of the area of the planted median.
- d. Minimum Plantings**
 - 1. Shade trees shall be planted in the required medians at an average spacing of 40 feet on center.
 - 2. At least 60 percent of a planted median shall be covered in shrubs, ground cover, small-maturing trees, turf, and other plants, and all other portions of the planted median shall be mulched.

(g) Site Landscaping**(1) Purpose**

Site landscaping is landscaping that is not required for vehicular surface area landscaping, transitional buffer yard landscaping, or street protective yard landscaping, that is designed to soften the visual impact of building foundations and provide for the even dispersal of trees across a development site.

(2) Applicability

- a. Unless exempted in accordance with b below, all development shall comply with the standards in this subsection.
- b. The following are exempt from the standards in this subsection:
 - 1. Development that consists solely of a change in land use;
 - 2. Single-family detached dwellings;
 - 3. Two-family dwellings;
 - 4. Townhouses;
 - 5. Agricultural uses; and
 - 6. Development on a lot that is located within a district having a maximum front yard setback requirement, and that does not contain any vehicular surface areas.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(g) Site Landscaping****(3) Minimum Plantings**

Site landscaping shall be provided in the amount listed in Table 17-5.3(g)(3): Required Site Landscaping Plantings, that corresponds to the proposed use.

TABLE 17-5.3(G)(3): REQUIRED SITE LANDSCAPING PLANTINGS	
USE TYPE	REQUIRED PLANTINGS PER SITE [1]
Residential use other than mixed-use dwelling	16 caliper inches of shade trees (including at least 2 evergreen trees) per acre + at least 2 shrubs per each 10 feet of building perimeter
Public, Civic, and Institutional use	14 caliper inches of shade trees (including at least 2 evergreen trees) per acre + at least 1 shrub per each 10 feet of building perimeter
Commercial use or mixed-use dwelling	10 caliper inches of shade trees (including at least 1 evergreen tree) per acre, + at least 2 shrubs per each 10 feet of outer building perimeter
Industrial use	4 caliper inches of shade trees (including at least 1 evergreen tree) per acre + at least 1 shrub per every ten feet of building wall facing a public right-of-way
NOTES: [1] Each evergreen tree meeting the minimum size standards of this subsection shall count as two caliper inches towards the total number of required shade tree caliper inches	

(4) Planting Standards

Trees and shrubs used to meet the requirements in Table 17-5.3(g)(3): Required Site Landscaping Plantings, shall comply with the standards in subsections a and b below.

a. Trees

Trees shall be dispersed across a site in accordance with good planting practice and the following priority listing:

1. In yards between a building façade and a street right-of-way where no vehicular surface area landscaping is required;
2. Between a building and an adjacent lot with an existing use that provides more than 50 percent of the vegetative material associated with a required transitional buffer yard;
3. Between a building façade and an abutting lot with the same or a more intense zoning district classification where no transitional buffer yard is required;
4. Within open-space set-aside areas with no existing or reforested trees;
5. Adjacent to on-site areas of pedestrian or vehicular circulation where no other vegetative material is required (e.g., drive-throughs or stacking lanes); or
6. Other areas near accessory structures or accessory uses.

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Sec. 17-5.3. Landscaping

(h) Site Tree Density

b. Shrubs

1. A minimum of 50 percent of required shrubs shall be evergreen shrubs.
2. Required shrubs shall be placed around each building perimeter with emphasis placed on the building foundation visible from the public right-of-way, at the following distances from the building:
 - (i) A maximum of three feet from the building if there is no sidewalk located between the planting area and the building wall; or
3. A maximum of 15 feet from the building if there is a sidewalk located between the planting area and the building wall.

(h) Site Tree Density**(1) Purpose**

The site tree density standards in this subsection are designed to:

- a. Encourage the preservation of existing trees;
- b. Replenish removed vegetation; and
- c. Establish a minimum level of tree cover.

(2) Applicability

- a. Unless exempted in b below, all development shall comply with the standards in this subsection.
- b. The following are exempt from the standards in this subsection:
 1. Timber harvesting that the Zoning Administrator determines is a commercial timber operation (see Sec. 17-9.4, Definitions), if notification is 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.
 2. Development on a lot that is located within a district having a maximum front yard setback requirement, and that does not contain any vehicular surface areas.

(3) Minimum Density Factor for the Site

- a. On a site of development subject to this subsection, the following minimum density factor for a site (DFS) is required :
 1. Single-family residential subdivisions: 20 units per acre.

2. All development other than single-residential subdivisions: 30 units per acre.

(4) Determination of Required Planting

The density factor for a site (DFS) is a measurement of the tree coverage on a site, based on the amount of tree trunk diameter per acre and the species of tree. The number and type of trees that must be planted to comply with the minimum DFS is determined by:

- a. Multiplying the number of site acres by the applicable minimum DFS;
- b. Applying any credit for remaining trees (see Sec. 17-5.3(h)(5), Credit for Remaining Trees) toward the DFS; and
- c. Determining a combination of trees that will meet or exceed any remaining DFS using Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees.

TABLE 17-5.3(H)(4): CONVERSION FROM CALIPER TO DENSITY FACTOR UNITS FOR NEW TREES		
CALIPER IN INCHES	DENSITY FACTOR UNITS [1]	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	HARDWOOD TREE (E.G. OAK, MAPLE)
1	0.0	0.0
2	0.5	1.0
3	0.8	1.5
4 or more	1.0	2.0
NOTES: [1] A Palmetto tree equals one density factor unit, regardless of size.		

(5) Credit for Remaining Trees

For each tree indicated on the landscaping plan as remaining on the site following development, including any trees used to comply with the requirements in Sec. 17-5.4, Tree Protection, the landscaping plan shall show the diameter-at-breast-height (DBH). Credit toward the minimum DFS for such trees shall be determined by converting the DBH of each tree to a unit that is compatible with the DFS using Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site, and then summing the results to obtain the total credit for remaining trees on the site.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(h) Site Tree Density**

TABLE 17-5.3(H)(5): CONVERSION OF DBH TO DENSITY FACTOR UNITS FOR TREES REMAINING ON SITE		
DIAMETER-AT-BREAST-HEIGHT (DBH) IN INCHES	DENSITY FACTOR UNITS	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	TREE OTHER THAN SOFTWOOD
Less than 6	0	0
6 to 8	1.5	3
9 to 11	2.4	4.8
12 to 14	3.2	6.4
15 to 17	3.8	7.6
18 to 20	4.4	8.8
21 to 23	5.2	10.4
24 to 26	10.2	20.4
27 to 29	12.9	25.8
30 to 32	15.6	31.2
33 to 35	18.9	37.8
36 to 38	22.5	45
39 to 41	26.1	52.2
42 to 44	30.3	60.6
45 to 47	34.5	69
48 to 50	39.3	78.6
Greater than 50	42.3	84.6

(6) Additional Credits

- a. The Zoning Administrator may credit trees relocated within the site toward the DFS by multiplying by 0.7 the density factor units calculated for the DBH of each tree to be relocated in accordance with Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site.
- b. Trees used to comply with other landscaping standards in this Section, including but not limited to those that apply to transitional buffer yards, street protective yards, vehicular surface areas, and site landscaping, may also be credited toward the DFS.
- c. Trees used to comply with Sec. 17-5.4, Tree Protection, may also be credited toward the DFS.

(7) Tree Location Standards

- a. The spacing of trees planted to meet the DFS shall be compatible with spatial limitations and with responsible consideration of potential species size.

- b. In a residential subdivision, at least 50 percent of trees credited toward the DFS shall be located outside of residential lots, such as in common areas or within rights-of-way. Trees within residential lots that are credited toward the DFS shall be located so that their removal would not be necessary in order for the lot to be developed.

(i) Screening

(1) Purpose

The screening standards in this subsection are designed to improve the visual quality of the City and to minimize the negative impacts of the areas to be screened on surrounding properties.

(2) Applicability

Unless already screened by an intervening building or buffer yard, the following shall be screened from view when visible from public streets and adjacent properties in accordance with the standards in this subsection:

- a. Loading areas;
- b. Large waste receptacles (such as dumpsters and cardboard recycling containers) and trash collection areas;
- c. Display areas, other than vehicular display areas (see Sec. 17-5.3(f)Vehicular Surface Areas);
- d. Utility service areas that are located outside the public right-of-way and within 50 feet of the public right-of-way or a Residential zoning district, if the utility service area exceed 42 inches in height and 42 inches in any other dimension; and
- e. Stormwater retention or detention ponds when not treated as a site amenity in accordance with Sec. 17-5.5, Open Space.

(3) General

Screening provided in accordance with this subsection shall not interfere with the access and operation of any area or facility for which screening is provided.

(4) Loading, Large Waste Receptacles, and Trash Collection Areas

Screening of loading areas, large waste receptacles, and trash collection areas must be accomplished with an opaque wall of masonry, rot-resistant wood, composite material approved by the Land Development Administrator, or evergreen shrubs that are at least one foot taller than the object to be screened. If evergreen shrubs are used, they must achieve the required screening at the time of planting.

(5) Display Areas

Display areas, other than vehicular display areas, shall be screened in accordance with (5)a through (5)d below.

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.

(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 provided, a forestry plan is submitted, and the timber harvesting complies with best management practices published by the South Carolina Forestry

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(c) General

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 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.

(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;

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(f) Tree Protection During Construction

- 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.
- (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 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.

Article 5: Development Standards**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
- e.** Development that would result in total required minimum open space set-asides, including all phases of development, of 20 square feet or less (see Sec. 17-5.5(c), Amount of Set-Aside Required).

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)), subdivision (major or minor) (Sec. 17-2.5(j)), or zoning permit (Sec. 17-2.5(q)), as appropriate.

(c) Amount of Set-Aside Required

Development subject to these standards shall provide open space set-asides in an amount that meets or exceeds the minimum area in Table 17-5.5(c): Required Open Space Set-Aside, based on the use and the zoning district where the development is proposed.

Article 5: Development Standards**Sec. 17-5.5. Open Space****(d) Areas Counted Toward Set-Aside Requirement****TABLE 17-5.5(C): REQUIRED OPEN SPACE SET-ASIDE**

USE	MINIMUM OPEN SPACE SET-ASIDE AREA (BY ZONING DISTRICT, AS A PERCENTAGE OF DEVELOPMENT SITE AREA)		
	AC-D AND MC DISTRICTS	AC-N, AC/C-C, AC/C-R, AND COR-N DISTRICTS	ALL BASE ZONING DISTRICTS NOT OTHERWISE LISTED
Residential Uses, except mixed-use dwellings	7.5%	15%	25%
Public, Civic, and Institutional Uses	5%	10%	15%
Commercial Uses, mixed-use dwellings, and Industrial Uses	5%	10%	10%

(d) Areas Counted Toward Set-Aside Requirement

- (1)** The features and areas identified as counting toward open space set-asides in Table 17-5.5(d)(1): Open Space Set-Aside Features, shall be credited towards compliance with the amount of open space set-aside required in accordance with (c) above, if designed and maintained in accordance with Table 17-5.5(d)(1): Open Space Set-Aside Features.

TABLE 17-5.5(D)(1): OPEN SPACE SET-ASIDE FEATURES

AREA COUNTED AS COMMON OPEN SPACE SET-ASIDES	DESCRIPTION	DESIGN AND MAINTENANCE REQUIREMENTS
Natural Features		
	Streams, rivers, ponds, lakes, wetlands, seeps, drainageways, other riparian areas, flood hazard areas, natural vegetation, and important wildlife habitat areas	• Preservation of any existing natural features shall have highest priority for locating open space set-asides. • Maintenance is limited to the minimum removal and avoidance of hazards, nuisances, and unhealthy conditions.
Formal Plantings and Gardens		
	Formally planned and regularly maintained open areas that provide passive recreation opportunities, including arranged plantings, gardens, community gardens, green roofs, gazebos, and similar structures	• Formal plantings and gardens shall have at least one direct access to a building or to a street, bikeway, or walkway accessible to the development's occupants and users.

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Sec. 17-5.5. Open Space

(d) Areas Counted Toward Set-Aside Requirement

TABLE 17-5.5(D)(1): OPEN SPACE SET-ASIDE FEATURES

AREA COUNTED AS COMMON OPEN SPACE SET-ASIDES	DESCRIPTION	DESIGN AND MAINTENANCE REQUIREMENTS
Required Landscape Areas, Tree Protection Areas, Screening, and Buffers		
	All areas occupied by required landscape areas, tree protection areas, vegetative screening, and water quality buffers, except landscape area within parking lots	See landscaping standards (Sec. 17-5.3).
Stormwater Management Areas Treated as Site Amenities		
	Up to 75 percent of the land area occupied by stormwater management facilities (including retention and detention ponds and other bioretention devices), when such features are treated as an open space site amenity	To qualify, stormwater management facilities shall support passive recreation uses by providing access, pedestrian elements such as paths and benches, gentle slopes (less than 3:1), and vegetative landscaping.
Access Easements with Paths or Trails		
	Public access easements that include paths or trails that are available for passive recreational activities such as walking, running, and biking	Such access easements shall include at least one improved access from a public street, sidewalk, or trail that includes signage designating the access point.
Active Recreational Areas		
	Land occupied by areas and facilities used for active recreational purposes, such as ballfields, playgrounds, tennis courts, pools, jogging trails, and community buildings and clubhouses, and land dedicated for parks.	- Land shall be compact and contiguous unless used to link or continue an existing or planned open space resource. - Areas shall have at least one direct access to a building or to a street, bikeway, or walkway accessible to the public or the development's occupants and users.
Squares, Forecourts, and Plazas		

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Sec. 17-5.5. Open Space

(e) Location

TABLE 17-5.5(D)(1): OPEN SPACE SET-ASIDE FEATURES

AREA COUNTED AS COMMON OPEN SPACE SET-ASIDES	DESCRIPTION	DESIGN AND MAINTENANCE REQUIREMENTS
	Flat, open areas immediately in front of a building or framed by buildings or streets that provide gathering places, opportunities for outdoor dining, etc.	• A square, forecourt, or plaza shall be at least 200 square feet, but no more than one acre, in area. • A square, forecourt, or plaza shall have at least one direct access to a principal building, or to a street, bikeway, or walkway accessible to the public or the development's occupants and users. • Surrounding principal buildings shall be oriented toward the square, forecourt, or plaza where possible.

- (2) The following areas shall not be counted as open space set-aside areas:
- a. Private yards not subject to an open space or conservation easement;
 - b. Street rights-of-way or private access easements, including sidewalks located within those rights-of-way or easements, except a street tree planting strip may be counted as open space set-aside area if:
 1. The planting strip has a minimum width of eight feet;
 2. The planting strip is located between the back of the curb and the edge of the sidewalk; and
 3. The trunks of street trees are located a minimum of two-and-one-half feet from the street curb when planted.
 - c. Open parking areas and driveways;
 - d. Land covered by structures, unless designated for active recreational uses;
 - e. Designated outdoor storage areas;
 - f. Stormwater ponds not located and designed as a site amenity (e.g., with low fencing, vegetative landscaping, gentle slopes, fountain or other visible water circulation device, and pedestrian access or seating); and
 - g. Parking lot interior landscaping.

(e) Location

Open space shall be located so as to be readily accessible and useable by occupants and users of the development. Where possible, a portion of the open space set-aside should provide focal points for the development through prominent placement or easy visual access from streets.

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Sec. 17-5.5. Open Space

(f) Configuration

- (1) Open space set-asides shall be compact and contiguous, unless a different configuration is needed to continue an existing trail or accommodate preservation of natural features.
- (2) If the development site is adjacent to existing or planned public trails, parks, or other public open space area, the open space set-aside shall, to the maximum extent practicable, be located to adjoin, extend, and enlarge the trail, park, or other public open space area (see Figure 17-5.5(g): Example Open Space Set-Aside Configuration).
- (3) If a passive recreation open space set-aside area with a minimum width of 20 feet or more abuts an existing or planned public open space area, no perimeter buffer shall be established between the two open space areas (if required by the Sec. 17-5.3, Landscaping).

Figure 17-5.5(g): Example Open Space Set-Aside Configuration



(g) Development Allowed within Set-Aside

Development within open space set-asides shall be limited to that appropriate to the purposes of the type(s) of open space set-asides. Where appropriate, such development may include, but is not limited to, walking, jogging, and biking paths or trails; benches or other seating areas; meeting areas; tables, shelters, grills, and other picnicking facilities; docks and other facilities for fishing; environmental education guides and exhibits; gazebos and other decorative structures; fountains or other water features; play structures for children; gardens or seasonal planting areas; pools; athletic fields and courts; and associated clubhouses.

(h) Ownership, Management, and Maintenance

- (1) All open space set-aside areas shall include deed restrictions, covenants, or other legal instruments that ensure continued use of the land for its intended open space purposes, in perpetuity, and provide for the continued and effective management, operation, and maintenance of the land and facilities.

- (2) Responsibility for managing and maintaining open space set-asides rests with the owner of the land of the open space set-asides. Failure to maintain open space set-asides in accordance with this Section and the development approval or permit shall be a violation of this Ordinance.

Sec. 17-5.6 Neighborhood Compatibility

(a) Purpose and Intent

This section is intended to preserve the character of established single-family neighborhoods by providing a proper transition and ensuring compatibility between single-family detached and two-family dwellings and other more intense forms of development.

(b) Applicability

(1) General

- a. Unless exempted in accordance with (b)(2) below, the following shall comply with the standards in this Section:
 1. Any new development on a lot adjacent to a lot located in the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S, or RM-M zoning district which is vacant or upon which is located a single-family detached dwelling or two-family dwelling; and
 2. Any expansion or alteration of a building that existed prior to [insert the effective date of this Ordinance] on a lot adjacent to a lot located in the LL-R, RSF-1, RSF-2, RSF-3, RD, or RD-MV zoning district which is vacant or upon which is located a single-family detached dwelling or two-family dwelling, if the expansion increases the building's gross floor area by 50 percent or more within a five-year period.
- b. Vacant lots and lots upon which a single-family detached dwelling or two-family dwelling is located that are identified in a.1 and a.2 above are referred to as "protected lots" in this Section.

(2) Exemptions

The following are exempt from the standards in this Section:

- a. Single-family detached dwellings;
- b. Two-family dwellings;
- c. Development located on lots separated from single-family detached dwellings or two-family dwellings by a built and existing street with four or more lanes or a right-of-way of greater than 100 feet; and
- d. Uses in the Communication Uses and Community Service Uses categories.

Article 5: Development Standards**Sec. 17-5.6. Neighborhood Compatibility****(c) Neighborhood Compatibility Standards**

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(4) Conflict

In the case of a conflict between these neighborhood compatibility standards and other standards in this Ordinance, these neighborhood compatibility standards shall control.

(c) Neighborhood Compatibility Standards

Development subject to the requirements of this Section shall comply with the following standards:

(1) Building Height

- a. Within 100 feet of protected lots, building height shall not exceed 45 feet.
- b. Between 100 and 150 feet of protected lots, building height shall not exceed 55 feet.

(2) Building Orientation

Except for mews or when open space is located in front of the building, the primary entrance to a building shall face the street from which it derives its street address.

(3) Building Design

- a. All roof-mounted equipment shall be configured to avoid or minimize its view from adjacent single-family detached dwellings and two-family dwellings.
- b. Porches, balconies, and outdoor activity areas shall be oriented away from protected lots.

(d) Driveways

Driveways shall be located as far as possible from a protected lot.

(e) Off-Street Parking

- (1) The total amount of off-street parking shall not exceed 1.1 times the required minimum specified in Table 17-5.1(d)(1): Minimum Number of Off-Street Parking Spaces, and may be reduced through an alternative parking plan (see Sec. 17-5.2(f), Off-Street Parking Alternatives) that demonstrates such reduction will not have an adverse impact on protected lots.
- (2) When required, to the maximum extent practicable, off-street parking shall be established in one or more of the following locations, listed in order of priority:

Article 5: Development Standards**Sec. 17-5.6. Neighborhood Compatibility****(f) Loading, Service, and Refuse Container Areas**

- a. Adjacent to off-street parking lots serving nonresidential development on abutting lots;
 - b. Adjacent to lot lines abutting nonresidential development;
 - c. Adjacent to lot lines abutting mixed-use development;
 - d. Behind the building;
 - e. Within a lot's corner side yard; or
 - f. As a last resort, adjacent to protected lots.
- (3) Off-street surface parking areas, and entrances and exits to such areas, shall be located at least 15 feet from protected lots.
- (4) Off-street surface parking areas located adjacent to protected lots shall be provided with screening in accordance with Sec. 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, and Sec. 17-5.3, Landscaping, that is adequate to protect the lots from glare, noise, dispersion of trash, trespassing, and similar impacts.
- (5) The facade of any parking structure facing a protected lot shall be configured to appear as an articulated or landscaped building wall to soften its visual impact.

(f) Loading, Service, and Refuse Container Areas

Loading, service, and refuse container areas shall be:

- (1) Located behind or to the sides of buildings away from protected lots;
- (2) Provided with access that is integrated with parking areas and the vehicular circulation network;
- (3) Screened from view from protected lots using materials that are the same as, or of equal quality to, the materials used for the principal building; or
- (4) Incorporated into the overall design of the site so that the visual impacts of these functions are fully contained within an enclosure, or are otherwise out of view from protected lots.

(g) Drive-Through Facilities

- (1) In no instance shall a drive-through facility be located on a building façade that faces a protected lot.
- (2) A drive-through facility shall be located a minimum of 100 feet from any protected lot.
- (3) Ordering stations associated with a drive-through facility shall be located a minimum of 200 feet from any protected lot.

(h) Exterior Lighting

- (1)** Illumination from exterior lighting shall not exceed 0.5 foot candles at the lot line of any protected lot;
- (2)** Within 100 feet of protected lots, exterior lighting shall have a maximum height of 14 feet; and
- (3)** Between 100 and 150 feet of protected lots, exterior lighting shall have a maximum height of 18 feet or the maximum height established in Sec. 17-5.9, Exterior Lighting, whichever is less.

(i) Signage

- (1)** To the maximum extent practicable, signage shall be located a minimum of 50 feet from protected lots.
- (2)** Within 100 feet of protected lots, the maximum sign area for signs shall be reduced by 25 percent.
- (3)** Within 20 feet of protected lots, signs other than ground signs are prohibited.
- (4)** No sign shall be illuminated in such a way that it casts illumination onto protected lots that is incompatible with the residential character of the lot because of the illumination's intensity, duration, location or other characteristic.

(j) Open Space Set-Asides

- (1)** Required open space set-asides shall be located between proposed development and protected lots, to the maximum extent practicable.
- (2)** Outdoor recreation features such as swimming pools, tennis courts, playgrounds, and similar features shall be at least 50 feet from protected lots.

(k) Natural Features

Natural features such as existing vegetation, streams, wetlands, and other such features shall be used as transitions, where possible. Where such natural features are protected and preserved as transitions, pedestrian connections to adjoining uses are strongly encouraged.

(l) Operational Standards

- (1)** Outdoor dining or other similar outdoor activities are prohibited within 150 feet of a protected lot;
- (2)** Trash collection and other similar service functions are prohibited between the hours of 7:00 p.m. and 7:00 a.m.; and
- (3)** Amplified music, singing, and other forms of noise audible at shared lot lines are prohibited after 10:00 p.m. Sunday through Thursday nights, and after 12:00 a.m. Friday and Saturday nights.

Sec. 17-5.7 Form and Design Standards

(a) Design Districts Standards

(1) Five Points Design Overlay (OV-5P)

See Sec. 17-3.7(f), OV-5P: Five Points Design Overlay District .

(2) Innovista Design Overlay (OV-ID)

See Sec. 17-3.7(g), OV-ID: Innovista Design Overlay District .

(3) North Main Corridor Design Overlay (OV-NMC)

See Sec. 17-3.7(h), OV-NMC: North Main Corridor Design Overlay District .

(4) City Center Design Overlay (OV-CC)

See Sec. 17-3.7(i), OV-CC: City Center Design Overlay District .

(b) Multifamily Form and Design Standards

(1) Purpose

The purpose of the multifamily form standards in this subsection is to:

- a. Establish a minimum level of development quality for multifamily development outside of the design overlay districts;
- b. Promote greater compatibility between multifamily residential development and other allowable uses; and
- c. Provide landowners, developers, architects, builders, business owners, and others with a clear and equitable set of parameters for constructing multifamily development.

(2) Applicability

a. General

Unless exempted in accordance with b below or expressly stated otherwise in the specific multifamily standard (see Sec. 17-5.7(b)(3), Form Standards), the standards in this subsection apply to the establishment of any new multifamily dwelling outside of any design overlay district.

b. Exemptions

The standards in this section do not apply to:

1. New multifamily development or an expansion or alteration of a multifamily building, that is located within the OV-5P, OV-ID, OV-NMC, OV-CC, or OV-HP district; and
2. Mixed-use dwellings.

c. Timing of Review

Review for compliance with the standards of this Section shall occur during review of a development application for a planned development (Sec. 17-

Article 5: Development Standards

Sec. 17-5.7. Form and Design Standards

(b) Multifamily Form and Design Standards

2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)), or zoning permit (Sec. 17-2.5(q)), as appropriate.

(3) Form Standards

Multifamily development that is subject to this subsection shall comply with the standards that are listed as applicable in the zoning district in which the development is located in Table 17-5.7(b)(3): Multifamily Form and Design Standards.

TABLE 17-5.7(B)(3): MULTIFAMILY FORM AND DESIGN STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC	ALL OTHER ZONING DISTRICTS
Building Orientation and Configuration		
<u>Single Building Development</u> - the primary entrance of a single-building development shall face the street (see Figure 17-5.7(b)1: Building Entrances for Single Building Development).	A	
<u>Multi-Building Development</u> - shall create a street edge if along multiple streets, and be configured so that primary building entrances are oriented towards external streets, internal streets, or open space areas (like courtyards). Buildings may be oriented towards off-street parking lots only in cases where no other practical alternative exists (see Figure 17-5.7(b)2: Building Entrances for Multi Building Development).	A	A

Article 5: Development Standards
 Sec. 17-5.7. Form and Design Standards
 (b) Multifamily Form and Design Standards

TABLE 17-5.7(B)(3): MULTIFAMILY FORM AND DESIGN STANDARDS

A = Standard applies in the zoning districts listed in the column heading
 No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC	ALL OTHER ZONING DISTRICTS

Figure 17-5.7(b)1: Building Entrances for Single Building Development



Figure 17-5.7(b)2: Building Entrances for Multi Building Development



Building Facades

There shall be no blank walls facing a public street. Façades that face a public street shall incorporate wall offsets, in the form of projections or recesses in the façade plane of at least a two-foot depth (see Figure 17-5.7(b)3: Wall Offsets):

At least every 40 feet of
frontage

At least every 60 feet of
frontage

Article 5: Development Standards

Sec. 17-5.7. Form and Design Standards

(b) Multifamily Form and Design Standards

TABLE 17-5.7(B)(3): MULTIFAMILY FORM AND DESIGN STANDARDS

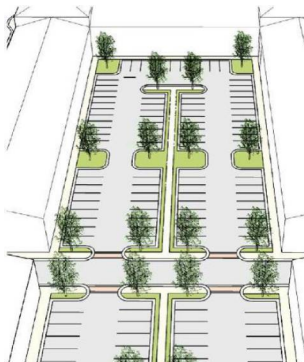
A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC	ALL OTHER ZONING DISTRICTS
Figure 17-5.7(b)3: Wall Offsets		
		
Roofs		
All roof-based mechanical equipment, as well as vents, pipes, antennas, satellite dishes, and other roof penetrations (except chimneys), shall be screened from view from the street	A	
Figure 17-5.7(b)4: Example of Parapets on Flat Roofs	Figure 17-5.7(b)5: Example of Variation in Roof Slopes	
		
Parking Location		
Location of parking areas shall comply with the standards in Sec. 17-5.2(c)(3), Location and Arrangement.		
Off-street surface parking lots with 200 or more spaces shall be organized into a series of parking bays surrounded by buildings, landscaping, or access ways (See Figure 17-5.7(b)6: Example of Organization of a Large Parking Lot).	A	N/A

Article 5: Development Standards
 Sec. 17-5.7. Form and Design Standards
 (b) Multifamily Form and Design Standards

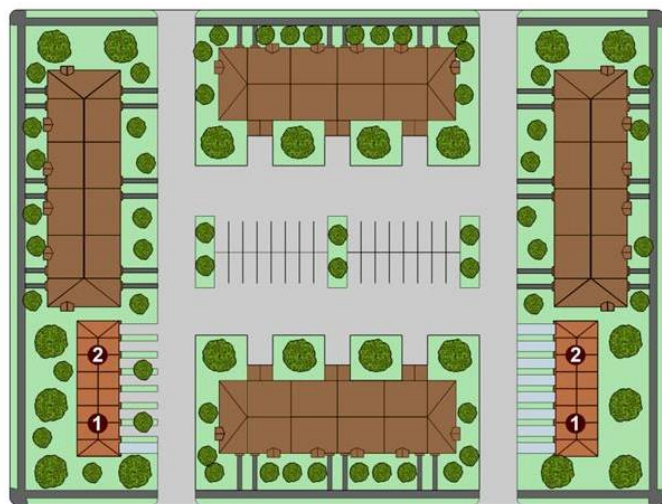
Figure 17-5.7(b)6: Example of Organization of a Large Parking Lot



Garage Standards

Detached garages or carports shall be located to the side or rear of the building(s) containing the dwellings. (See Figure 17-5.7(b)7: Multi-Building Orientation of Detached Garages or Carports)	A
Freestanding garages or carports visible from public streets outside the development shall be oriented perpendicular to the street, or the façade facing the street shall be configured to comply with the required wall offsets and façade design features in the section in this Table titled Building Facades.	A
Garages shall not project beyond the front facade of the multifamily building	A

Figure 17-5.7(b)7: Multi-Building Orientation of Detached Garages or Carports



Street

Detached garage located to the side or rear
 Freestanding garage visible from the public street shall be oriented perpendicular to the street

Article 5: Development Standards**Sec. 17-5.7. Form and Design Standards****(c) Nonresidential and Mixed-Use Form and Design Standards**

(c) Nonresidential and Mixed-Use Form and Design Standards**(1) Purpose**

The purpose of these nonresidential and mixed-use form and design standards in this subsection is to ensure a minimum quality of form and design for commercial; public, civic, and institutional; and mixed-use development in a way that results in greater predictability during the development review process. More specifically, the purposes of this subsection are to:

- a. Encourage a more pedestrian-friendly environment through attention to human-scale design and site features to limit large, bulky buildings with few architectural details;
- b. Foster greater compatibility between adjacent residential and nonresidential development;
- c. Limit the impacts of automobile-oriented development in commercial and mixed-use areas; and
- d. Improve the appearance of the City generally.

(2) Applicability**a. General**

Unless exempted in accordance with b below or expressly stated otherwise in the specific nonresidential and mixed-use standard (see Sec. 17-5.7(c)(3), Form and Design Standards), the standards in this subsection apply to the establishment of any new mixed-use development; Commercial Use; or Public, Civic, and Institutional Use, outside of the design overlay districts.

b. Exemptions

The standards in this section do not apply to the following:

1. The establishment of a mixed-use development; a Commercial Use; or a Public, Civic, and Institutional Use, that is located within the OV-5P, OV-ID, OV-NMC, OV-CC, or OV-HP district; and
2. Projects that entail only the expansion or alteration of a building.

c. Timing of Review

Review for compliance with the standards of this subsection shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(3) Form and Design Standards

Nonresidential and mixed-use development that is subject to this subsection shall comply with the standards that are listed as applicable in the zoning district in which the development is located in Table 17-5.7(c)(3): Nonresidential and Mixed-Use Form Standards.

Article 5: Development Standards

Sec. 17-5.7. Form and Design Standards

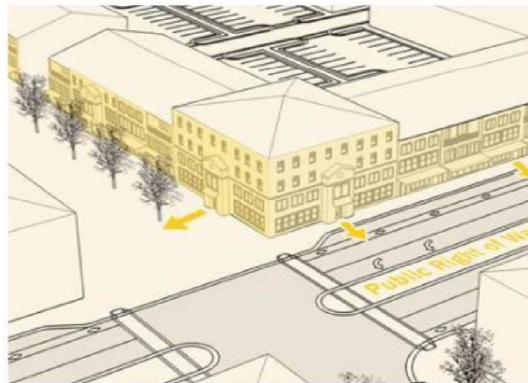
(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
Building Orientation and Configuration		
The front façade of all buildings, as defined by the primary entrance, shall be oriented on and front a street, a courtyard, or plaza (see Figure 17-5.7(c)1: Building Orientation).	A	N/A
Multi-Building Development		
Developments composed of multiple buildings totaling 100,000 or more square feet of floor area shall be configured to:		
Break up the site into a series of smaller "blocks," (See Figure 17-5.7(c)2: Breaking Up Sites into a Series of Smaller Blocks)	A	N/A
Frame the corner of an adjacent street intersection or entry point to the development,	A	N/A
Frame and enclose a "Main Street" pedestrian or vehicle access corridor within the development site, if appropriate,	A	N/A
The primary entrances of buildings shall be oriented towards a street along the perimeter of a development, towards streets or driveways interior to the development, or towards open space areas, courtyards, or plazas.	A	N/A

Figure 17-5.7(c)1: Building Orientation

Article 5: Development Standards

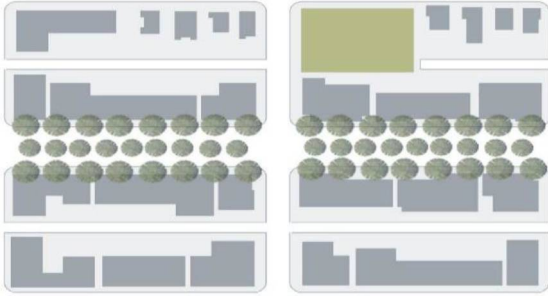
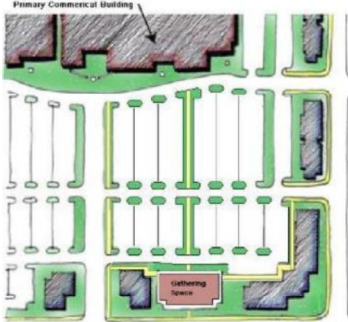
Sec. 17-5.7. Form and Design Standards

(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
Figure 17-5.7(c)2: Breaking Up Sites into a Series of Smaller Blocks 		
Outparcel Development		
Outparcels (see Sec. 17-9.4, Definitions) and their buildings shall be configured and located to define street edges, development entry points, and spaces for gathering or seating between buildings, to the maximum extent practicable.		A
Spaces between buildings on outparcels shall be configured with small scale pedestrian amenities such as seating areas, gathering spaces, and pedestrian connections (see Figure 17-5.7(c)3: Outparcel Development).		A
Figure 17-5.7(c)3: Outparcel Development 		

Article 5: Development Standards

Sec. 17-5.7. Form and Design Standards

(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
General Building Form		
Building tops shall include one or more of following features that distinguish the building top from the remainder of the facade: • Three-dimensional cornice treatments with integrally-textured materials; • Slopping roofs with overhangs and brackets; • Stepped parapets; or • Aligned openings and articulations (see Figure 17-5.7(c)4: Building Form with Base, Middle, and Top).	Figure 17-5.7(c)4: Building Form with Base, Middle, and Top 	N/A
Facade Articulation		
Street-facing front building façades that are greater than 80 feet wide shall be articulated with wall offsets (e.g., projections or recesses in the façade plane) that are at least one foot deep, at least ten feet wide, and spaced as follows:	Every 40 feet	N/A
The street-facing side façades of buildings shall be articulated with the same façade details as provided on the building's front façade, or be screened from off-site views through fences, walls, or landscaping at least six feet in height.	A	N/A
Figure 17-5.7(c)5: Example of Façade Articulation 		

Article 5: Development Standards

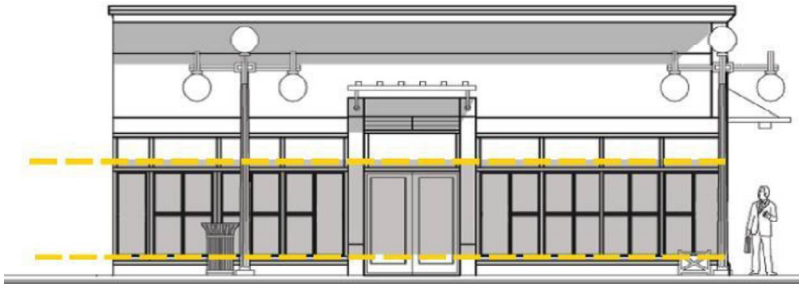
Sec. 17-5.7. Form and Design Standards

(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
Fenestration/Transparency		
The following minimum percentages of the street-facing façade area of the ground-level floor of buildings shall be occupied by windows or doorways (see Figure 17-5.7(c)6: Example of First Floor Fenestration), as measured from the grade to the underside of the eave, top of the parapet, or the story line denoting the second floor:	40	N/A
Figure 17-5.7(c)6: Example of First Floor Fenestration 		
Roofs		
All roof-based mechanical equipment, as well as vents, pipes, antennas, satellite dishes, and other roof penetrations (except chimneys), shall be located on the rear elevations or otherwise be configured, to the maximum extent practicable, to have a minimal visual impact as seen from the street.	A	
Parking Location		
Location of parking areas shall comply with the standards in Sec. 17-5.2(c)(3), Location and Arrangement.		
Off-street surface parking lots with 300 or more spaces shall be organized into a series of parking bays surrounded by buildings, landscaping, or access ways designed to appear as streets (See Figure 17-5.7(c)7: Example of Organization of a Large Parking Lot).	A	N/A

Article 5: Development Standards

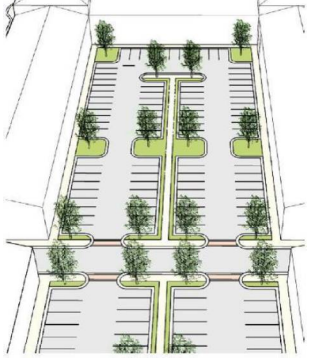
Sec. 17-5.7. Form and Design Standards

(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
Figure 17-5.7(c)7: Example of Organization of a Large Parking Lot 		
Loading, Service, and Equipment Areas		
Loading, service, and equipment areas shall be located in a manner that minimizes their visibility from off-site areas.	A	N/A
Outdoor storage areas shall be fully screened from adjacent streets and detached single-family dwellings.	A	N/A
Form Standards for Large Retail Buildings		
Single-tenant buildings that have a gross floor area of 50,000 square feet or more and devote 60 percent or more of the total floor area to retail sales activities ("large retail buildings") shall also comply with the following sections of this table.		
Buildings shall have clearly defined, highly visible customer entrances.	A	N/A
To reduce their perceived mass and scale, buildings shall incorporate two or more of the following features on each façade facing a street: - Variations in roof form and parapet heights; - Pronounced wall offsets that are at least two feet deep; - Distinct changes in texture and color of wall surfaces; - Ground level arcades and second floor galleries or balconies; - Protected and recessed entries; and - Vertical accents or focal points (see Figure 17-5.7(c)8: Large Retail Building Entrances and Massing).	A	N/A
Side building walls that do not face a street and exceed 30 feet in length shall have façade-articulating elements such as columns and/or changes in plane, texture, or masonry pattern (see Figure 8, Large Retail Building Entrances and Massing).	A	N/A
Location of parking areas shall comply with the standards in Sec. 17-5.2(c)(3), Location and Arrangement.		

Article 5: Development Standards

Sec. 17-5.7. Form and Design Standards

(c) Nonresidential and Mixed-Use Form and Design Standards

TABLE 17-5.7(C)(3): NONRESIDENTIAL AND MIXED-USE FORM STANDARDS

A = Standard applies in the zoning districts listed in the column heading

No minimum = Standard does not apply in any zoning districts listed in the column heading

STANDARD	ZONING DISTRICT	
	AC-N, AC/C-C, AC-D, COR-N, RM-M, MU-M, MU-L, MC, RD, RD-MV	ALL OTHER ZONING DISTRICTS
Off-street surface parking lots with 400 or more spaces shall be organized into a series of parking bays surrounded by buildings, landscaping, or access ways designed to appear as streets (See Figure 17-5.7(c)7: Example of Organization of a Large Parking Lot).	A	N/A
Figure 17-5.7(c)8: Large Retail Building Entrances and Massing  Distinctive entry feature Street-facing facades articulated with offsets Raised cornice parapets Side walls not facing a street and over 30 feet long shall be articulated		
Notes: A=Applies N/A = Does Not Apply		

Sec. 17-5.8 Fences and Walls

(a) Purpose

The purpose and intent of this Section is to regulate the location, height, and appearance of fences and walls to:

- (1) Maintain visual harmony within neighborhoods and throughout the City;
- (2) Protect adjacent lands from the indiscriminate placement and the unsightliness of fences and walls;
- (3) Ensure the safety, security, and privacy of land; and
- (4) Ensure that fences and walls are subject to timely maintenance, as needed.

(b) Applicability

(1) General

Unless exempted in accordance with (2) below, the standards in this Section apply to any construction or replacement of fences or walls.

(2) Exemptions

The following fences and walls are exempt from the standards of this Section:

- a. Fences and walls required for support of a principal or accessory structure;
- b. Temporary fences and barricades around construction sites;
- c. Fences for tree protection (temporary and permanent);
- d. Landscaping berms installed without fences; and
- e. Fences and walls necessary for soil erosion and control.

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(c) General Standards

- (1) Fences and walls that comply with the standards in this subsection are allowed anywhere on a lot, or on a property line between privately-owned lots.
- (2) A fence or wall shall not unreasonably impede visibility of street traffic from vehicles or exiting driveways.
- (3) Gates shall not swing outward over a sidewalk or into the right-of-way.
- (4) Nothing in this Section shall be construed to prevent the installation of temporary fencing to protect existing trees, limit sedimentation, or control erosion.

Article 5: Development Standards**Sec. 17-5.8. Fences and Walls****(d) Height**

- (1) Notwithstanding any provision in this subsection, a fence or wall shall not extend into a street intersection sight area (see Sec. 17-9.4, Definitions).
- (2) A fence or wall located in a required yard shall comply with the height standards in Table 17-5.8(d)(3): Maximum Fence or Wall Height in Required Yards.

TABLE 17-5.8(D)(3): MAXIMUM FENCE OR WALL HEIGHT IN REQUIRED YARDS	
REQUIRED YARD	MAXIMUM HEIGHT OF FENCE OR WALL [1]
Side or rear yard	7 feet
Second front yard on corner lot	4 feet [2]
Front yard, other than second front yard on corner lot	4 feet
NOTES:	
[1] A retaining wall may exceed the maximum heights in this table if it does not unreasonably impede visibility of street traffic from vehicles exiting driveways.	
[2] The Zoning Administrator may permit a fence up to 6 feet in height if adjacent structures have a similar setback.	

- (3) Fence posts and wall columns may extend above the maximum fence heights established in Table 17-5.8(d)(3): Maximum Fence or Wall Height in Required Yards, by 36 inches, provided no part of a fence or wall shall have a height greater than eight feet.

(e) Materials

Hazardous fences, except in accordance with Sec. 8.1 of the Code of Ordinances, and fences constructed of fabric materials, fiberboard, garage door panels, plywood, rolled plastic, or vinyl or plastic tarps are prohibited.

(f) Maintenance

Fences and walls and associated landscaping shall be maintained in good repair and in a safe and attractive condition. Maintenance of fences and walls shall include, but not be limited to, the replacement of missing, decayed, or broken structural or decorative elements and the repair of deteriorated or damaged fence materials, including, but not limited to, weathered surfaces visible from the public right-of-way, sagging sections, and posts that lean more than ten degrees from vertical.

Sec. 17-5.9 Exterior Lighting

(a) Purpose and Intent

The purpose and intent of this Section is to regulate exterior lighting to:

- (1) Ensure all exterior lighting is designed and installed to maintain adequate lighting levels on site;
- (2) Assure that excessive light spillage and glare are not directed at adjacent lands, neighboring areas, and motorists;
- (3) Curtail light pollution, reduce skyglow, and preserve the nighttime environment for the enjoyment of residents and visitors;
- (4) Conserve energy and resources to the greatest extent possible; and
- (5) Provide security for persons and land.

(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 types of lighting are exempted from the standards of this Section:

- a. Lighting exempt under State or federal law;
- b. FAA-mandated lighting associated with a utility tower or airport;
- c. Lighting for public monuments and statuary;
- d. Lighting for public art;
- e. Lighting solely for signage (see Sec. 17-5.10, Signs);
- f. Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts and similar uses, provided that:
 1. Maximum illumination at the property line is not brighter than two footcandles; and
 2. Exterior lighting is extinguished no later than 11:00 p.m. except to complete an activity that is in progress prior to 11:00 p.m.
- g. Temporary lighting for circuses, fairs, carnivals, theatrical and other performance areas, provided such lighting is discontinued upon completion of the activity;
- h. Temporary lighting of construction sites, provided such lighting is discontinued upon completion of the construction activity;

Article 5: Development Standards

Sec. 17-5.9. Exterior Lighting

(c) Prohibited Exterior Lighting

- i. Temporary lighting for emergency situations, provided such lighting is discontinued upon abatement of the emergency situation;
- j. Underwater lighting in swimming pools, fountains, and other water features;
- k. Holiday or festive lighting-provided such lighting does not create unsafe glare on street rights-of-way;
- l. Outdoor lighting fixtures that do not comply with provisions of this Section on [REDACTED] [insert the effective date of this Ordinance], provided they are brought into compliance with this Section when they become unrepairable or are replaced.

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)), or zoning permit (Sec. 17-2.5(q)), as appropriate.

(c) Prohibited Exterior Lighting

The following exterior lighting is prohibited:

- (1) Light fixtures that imitate an official highway or traffic control light or sign;
- (2) Light fixtures that have a flashing or intermittent pattern of illumination, except signage with an intermittent pattern of illumination allowed in accordance with Sec. 17-5.10, Signs; and
- (3) Searchlights, except when used by federal, State or local authorities, or where they are used to illuminate alleys, parking garages and working (maintenance) areas, so long as they are shielded and aimed so that they do not result in lighting on any adjacent lot or public right-of-way exceeding two footcandles.

(d) General Standards for Exterior Lighting

(1) Hours of Illumination

Public, civic, and institutional uses, commercial uses, mixed-uses, and industrial uses that are adjacent to existing residential development shall extinguish all exterior lighting—except lighting necessary for recreation, security, or emergency purposes—by 11:00 P.M. or within one hour of closing, whichever occurs first. For the purposes of this paragraph, lighting “necessary for security or emergency purposes” shall be construed to mean the minimum amount of exterior lighting necessary to illuminate possible points of entry or exit into a structure, illumination of exterior walkways, or illumination of outdoor storage areas. Lighting activated by motion sensor devices is strongly encouraged.

(2) Shielding with Full Cut-off Fixtures

All exterior luminaries, including security lighting, shall be full cut-off fixtures that are directed downward, consistent with Figure 17-5.9(e)(2)a: Full Cut-off

Fixtures. In no case shall lighting be directed above a horizontal plane through the lighting fixture (see Figure 17-5.9(e)(2)b: Examples of Fully-Shielded Light Fixtures).

Figure 17-5.9(e)(2)a: Full Cut-off Fixtures

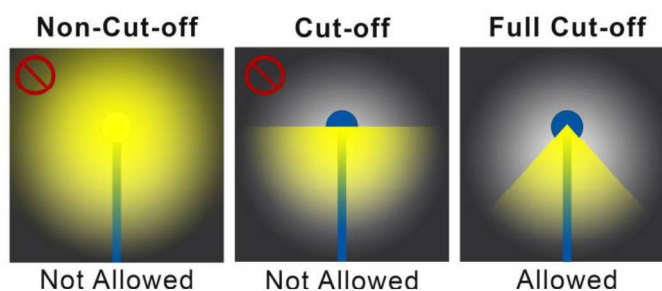
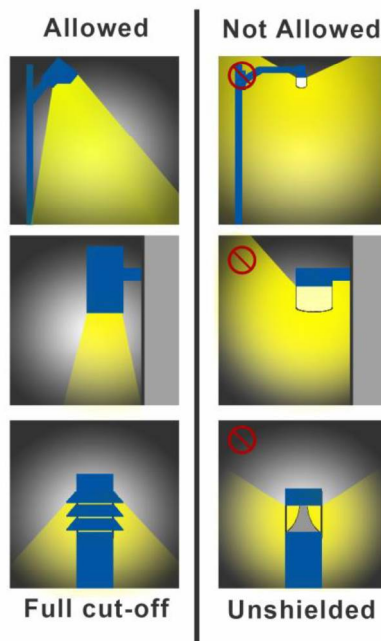


Figure 17-5.9(e)(2)b: Examples of Allowed Lighting Fixtures

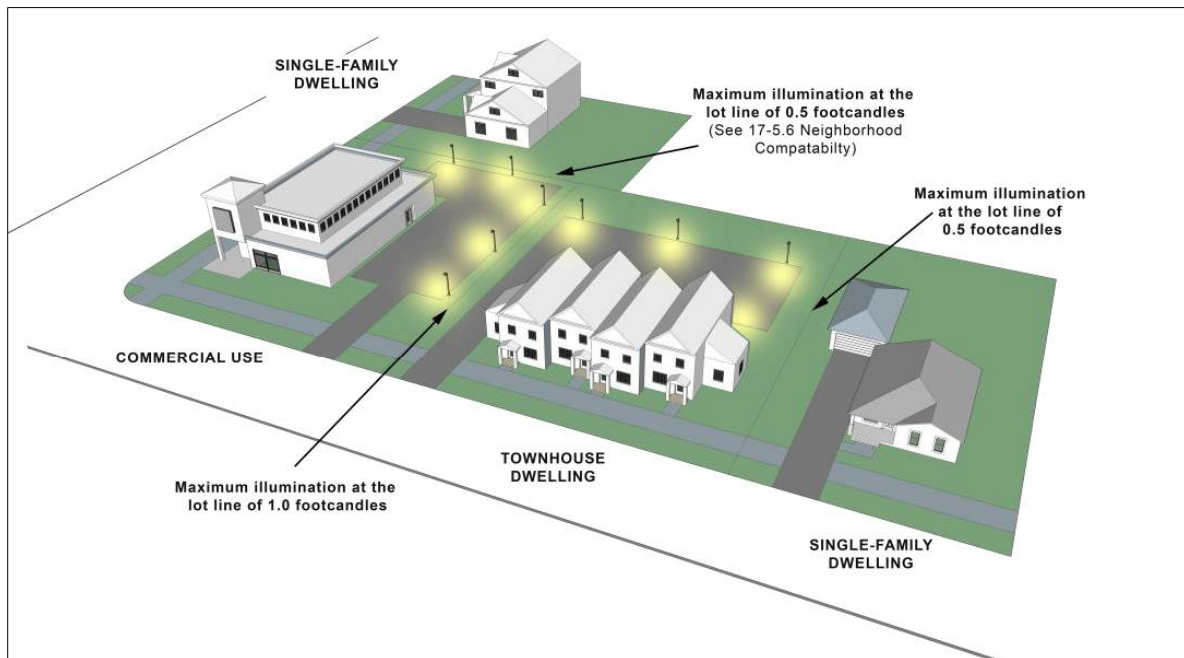


(3) Maximum Illumination Levels

Except for street lighting, all exterior lighting and indoor lighting visible from outside shall be designed and located so that the maximum illumination measured in footcandles at ground level at a lot line (see Figure 17-5.9(e)(4)b: Maximum Illumination Levels) shall not exceed the standards in Table 17-5.9(e)(4)a: Maximum Illumination Levels.

Article 5: Development Standards**Sec. 17-5.9. Exterior Lighting****(d) General Standards for Exterior Lighting****TABLE 17-5.9(E)(4)A: MAXIMUM ILLUMINATION LEVELS**

TYPE OF USE ABUTTING LOT LINE	MAXIMUM ILLUMINATION LEVEL AT LOT LINE (FOOT CANDLES)
Single-family detached dwelling, two-family dwelling, mobile home park, and, in the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S, and RM-M districts, vacant land	0.5
All other Residential uses (except mixed-use dwelling) and vacant land	1
Commercial uses and mixed-use dwelling; Public, Civic, and Institutional uses except Transportation uses and Utility uses; and, in the MU-L and MU-M districts, Activity and Corridor districts, and Institutional and Campus districts, vacant land	2
Transportation uses, Utility uses, Industrial uses, and, in the Industrial districts, vacant land	3

Figure 17-5.9(e)(4)b: Maximum Illumination Levels**(4) Maximum Height**

Except for athletic field lighting fixtures, which shall not exceed 95 feet in height, and street lighting, the height of exterior light fixtures, whether mounted on poles, walls, or by other means, shall comply with the standards in Table 17-5.9(e)(5): Maximum Height for Exterior Lighting.

TABLE 17-5.9(E)(5): MAXIMUM HEIGHT FOR EXTERIOR LIGHTING

BASE ZONING DISTRICT	MAXIMUM HEIGHT
Residential districts except MU-L and MU-M	16 feet
MU-L, MU-M, AC-N, and COR-N districts	20 feet
Activity and Corridor districts except AC-N and COR-N, Institutional and Campus districts, and Industrial districts	30 feet
Within 100 feet of a Residential district	16 feet

(e) Standards for Specific Uses and Site Features**(1) Sports or Performance Venue**

Lighting fixtures for outdoor sports areas, athletic fields, and performance areas shall be equipped with a glare control package (e.g., louvers, shields, or similar devices) and aimed so that their beams are directed and fall within the primary playing or performance area.

(2) Parking Lot Lighting

- a. Maintained average horizontal illuminance values in parking lots during times when the parking lot is in use shall not exceed four foot candles.
- b. The ratio of maximum-to-minimum horizontal illuminance within the parking area shall not exceed 10:1.

(3) Pedestrian Area Lighting

Light fixtures for sidewalks, walkways, trails, and bicycle paths, outside of vehicular surface areas (parking lots), shall comply with the following standards:

- a. Shall provide at least 1.2 foot candles of illumination, but not exceed 2.0 foot candles.
- b. Shall have a maximum height of 15 feet.
- c. Any pedestrian bollard lamps shall be mounted no higher than four feet above grade and shall not exceed 900 lumens for any single lamp (see Figure 17-5.9(f)(3)c: Examples of Pedestrian Bollard Lamps).

Article 5: Development Standards

Sec. 17-5.9. Exterior Lighting

(e) Standards for Specific Uses and Site Features

Figure 17-5.9(f)(3)c: Examples of Pedestrian Bollard Lamps



(4) Wall Pack Lights

Wall packs on the exterior of the building shall be fully shielded (e.g., true cut-off type bulb or light source not visible from off-site) to direct the light vertically downward and be of low wattage (100 watts or lower).

(5) Awning

Awnings used for building accents over doors and windows shall not be internally illuminated (i.e., from underneath or behind the awning) unless the awning material is entirely opaque.

(6) Canopy

Areas under a canopy shall be designed so as not to create glare off-site. Acceptable methods to address this include one or both of the following:

- a. A recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface (ceiling) of the canopy that provides a full cutoff or fully-shielded light distribution; or
- b. A surface mounted fixture incorporating a flat glass that provides a full cutoff or fully-shielded light distribution.

Sec. 17-5.10 Signs

(a) Purpose

The purpose of these sign standards is to:

- (1) Encourage the effective use of signs as a means of communication;
- (2) Maintain and enhance the aesthetic environment;
- (3) Encourage economic development and growth;
- (4) Improve pedestrian and traffic safety;
- (5) Minimize the possible adverse effect of signs on nearby public and private property; and
- (6) Establish a fair and predictable basis for enforcement.

(b) Applicability

(1) General

Unless exempted in accordance with (2) below, any erection of, installation of, display of, structural alteration of, or other change to a sign shall comply with the standards in this Section.

(2) Exemptions

The following are exempt from the standards in this Section:

- a. On-site (or on-premise) signs not exceeding one square foot in area.
- b. Signs bearing only the address of the premises.
- c. Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.
- d. Legal notices, identification, information or directional signs erected or required by governmental bodies.
- e. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts, or moving lights.
- f. Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided and do not contain a commercial message.
- g. Non-illuminated "No Trespassing," "No Parking," or similar signs not exceeding three square feet in area, provided not more than four such signs are allowed on any one parcel in the RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-S, and RM-M districts.

(3) Signs not Requiring a Sign Permit

The following do not require Sign Permit in accordance with Sec. 17-2.5(o), Sign Permit, but shall comply with the standards in this Section:

Article 5: Development Standards**Sec. 17-5.10. Signs****(c) Standards**

- a. Temporary signs in Residential base zoning districts;
- b. Temporary signs located on real property that is actively marketed for sale or rent (see Sec. 17-5.10(c)(7)b.6, Signs Located on Actively Marketed Real Property); and
- c. Temporary signs located on construction sites (see Sec. 17-5.10(c)(7)b.5, Signs Located on Construction Sites).

(4) Prohibited Signs

The following signs are prohibited:

- a. Signs that imitate an official traffic sign or signal, or contain words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which display intermittent lights resembling the color, size, shape or order of lights customarily used in traffic signals or on emergency vehicles or on law enforcement vehicles, except as a part of a permitted private or public traffic control sign;
- b. Signs that utilize intense flashing (strobe type) lights, flashing or blinking lights, or any type of pulsating or moving light which may impair the vision of or confuse, distract, or unduly divert the attention of drivers of vehicles, provided, signs that contain changeable copy that comply with the standards in Sec. 17-5.10(c)(3), Changeable Copy, shall not be considered flashing or blinking for the purposes of this section;
- c. Signs that move or present the illusion of movement in any manner which may confuse, distract or unduly divert the attention of drivers of vehicles;
- d. Off-premise signs (see Sec.17-9.4, Definitions), except in accordance with Sec. 17-3.7(m), OV-OAS: Outdoor Advertising Sign Overlay District , or Sec. 17-5.10(c)(7)b.7, Sandwich Board Signs;
- e. Festoons and inflatable signs, except for temporary inflatable signs in accordance with Sec. 17-5.10(c)(7), Temporary Signs; and
- f. Permanent signs on a residential lot containing a single-family detached, two-family, or townhouse dwelling.

(c) Standards**(1) Location**

A sign shall not be located:

- a. Within a sight area (see Sec. 17-9.4, Definitions);
- b. Within a front yard (see Sec. 17-9.4, Definitions), unless the Zoning Administrator finds, after visiting the site, that the sign will not materially impede visibility of vehicles, visibility from vehicles on or off the premises, or visibility of pedestrians on or off the premises;

- c. Within the public right-of-way, unless exempted by State statute or explicitly permitted in this Section; or
- d. If located within a base zoning district other than a Residential district, within ten feet from a Residential district boundary line unless the sign would meet the sign requirements within that Residential district.

(2) Illumination

The use of chaser lights utilizing individual lightbulbs rated at 15 watts or less, or the use of neon tubing having pulsating or flashing characteristics, is permitted on permanent signs, provided that the sign is not less than ten feet above the finished ground level and not less than 25 feet from any property line, measured at ground level nearest the sign.

(3) Changeable Copy

a. Automatic Brightness Compensation

Signs that contain changeable copy produced by light emitting diodes (LEDs), incandescent or low-voltage lamps or bulbs, or cathode ray tubes (CRTs) shall include automatic brightness compensation features to adjust brightness to compensate for sun angle and ambient light conditions and ensure that the sign is visible but not necessarily radiant. Sign luminance shall not exceed 1,500 candelas per square meter (nits) during daylight hours and 150 candelas per square meter (nits) at all other times. Automatic dimming is required to maintain the appropriate illumination levels at all times.

b. Minimum Fixed Period

Changeable copy shall remain fixed for a minimum period of six seconds between changes.

c. Sign Copy Change Time

1. Where the changeable copy consists of light emitting diodes (LEDs), incandescent or low-voltage lamps or bulbs, cathode ray tubes (CRTs), or another light source, the actual change between sign copy shall be instantaneous.
2. Where copy changes by an automated process other than those processes listed above (e.g. rotating panels, slats, or discs), the actual change between sign copy shall be accomplished within two seconds or less.

(4) Substitution

The replacement of commercial content with noncommercial content on any permitted or exempt sign is expressly allowed.

Article 5: Development Standards**Sec. 17-5.10. Signs****(c) Standards****(5) Maintenance**

Failure to maintain a sign or sign support structure in accordance with the standards in this subsection is a violation of this Ordinance (see Article 8: Enforcement).

- a.** All signs and/or sign support structures shall be maintained in sound structural condition.
- b.** A sign and/or sign support structure shall not be allowed to deteriorate to a condition in which it is unsightly in appearance or to a condition in which it requires repairs or renovations in an amount which exceeds 75 percent of its current replacement cost. For the purpose of this subsection, the phrase "unsightly in appearance" shall include but not be limited to the following conditions:
 - 1.** Sign copy or sign support structures that are cracked, bent, broken, tattered, torn, rotted, peeling, chipping, fading, rusting, or otherwise deteriorating, especially such that the sign copy is no longer legible;
 - 2.** Vegetation that is growing upon or clinging to sign copy or sign support structures, except where such vegetation, especially upon sign support structures, is part of planned and maintained landscaping;
 - 3.** Exposed lighting or other electrical systems often associated with internally illuminated signs.
- c.** The following are prohibited and shall be removed:
 - 1.** A display surface area that has not contained sign copy for any period of 12 consecutive months, and the associated sign support structure;
 - 2.** A sign support structure that has not supported a display surface area for any period of 12 consecutive months; and
 - 3.** Sign copy that originally but no longer relates in its subject matter to products, accommodations, services, or activities sold on site. However, sign copy located upon a building within a design protection district or upon a building that is a landmark structure may remain where staff to the DDRC issues a Certificate of Design Approval – Historic Districts and Landmarks, finding that the sign conforms to at least one of the guidelines for retaining historic signs listed within "The Preservation of Historic Signs" Preservation Brief, issued by the National Park Service, U.S. Department of the Interior.

(6) Permanent Signs**a. General Standards for Permanent Signs****1. Maximum Total Display Surface Area**

Unless otherwise expressly stated in this Section, the total maximum display surface area of all permanent signs shall be as listed in Table

17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs, for the zoning district in which the lot is located.

TABLE 17-5.10(C)(6)A.1: TOTAL MAXIMUM DISPLAY SURFACE AREA OF PERMANENT SIGNS

ZONING DISTRICT AND LOT CONFIGURATION		MAXIMUM DISPLAY SURFACE AREA
Any Residential base district		On each street frontage: 20 square feet [1]
O-I, AC-N, COR-N	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 150 square feet plus one square foot for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
GC, AC-D, MC, AC/C-C, AC/C-R any Institutional and Campus district	Lot containing multiple establishments and multiple storefronts	For each storefront: two square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 300 square feet plus two square feet for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
Any Industrial district	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 500 square feet plus 1.5 square feet for each linear foot of building frontage of the principal building in excess of 500 feet that has a principal entrance
NOTES:		
[1] For each street frontage, an additional 20 square feet of display surface area is allowed for a sign containing changeable copy.		

2. Maximum Number of Signs

The maximum number of permanent signs permitted for each street frontage for each business located on a lot shall be as listed in Table 17-5.10(c)(6)a.2: Maximum Number of Signs Per Street Frontage.

TABLE 17-5.10(C)(6)A.2: MAXIMUM NUMBER OF PERMANENT SIGNS PER STREET FRONTAGE

ZONING DISTRICT	MAXIMUM TOTAL NUMBER OF SIGNS [3]	MAXIMUM NUMBER OF FREESTANDING SIGNS [3]
Any Residential base district	1 [4]	1 [4]
All other districts	3	1
NOTES:		
[1] Only one side of a double-faced sign shall be counted when computing the number of signs.		
[2] For each service bay of a service station, one sign not exceeding five square feet in area and located over the doorway that identifies the service provided shall not count toward the maximum total number of signs listed in this table.		
[3] For purposes of this standard, a single supporting structure that supports multiple freestanding signs is considered a single freestanding sign.		
[4] For each street frontage, one additional sign containing changeable copy is permitted.		

Article 5: Development Standards**Sec. 17-5.10. Signs****(c) Standards****3. Wall Signs****(i) Maximum Display Surface Area for Wall Signs**

The maximum display surface of all signs on any wall shall be as listed in Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall, for the zoning district in which the building or structure is located.

TABLE 17-5.10(C)(6)A.3: MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS PER WALL	
ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS [1]
O-I, MC, AC-N, AC/C-C, AC/C-R, COR-N, any Institutional and Campus district	15 percent
GC, AC-D, any Institutional and Campus district, any Industrial district	20 percent
NOTES: [1] The percentages listed are the total display surface area of all signs attached to any wall as a percentage of the area of the wall.	

(ii) Location

Wall signs may be located anywhere on any wall of a building, provided, in any Residential base zoning district, wall signs shall not project above the roofline of the building.

4. Freestanding Signs**(i) Maximum Height**

The maximum height of a freestanding sign and its supporting structure shall be as listed in Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs, for the zoning district in which the sign is located.

TABLE 17-5.10(C)(6)A.4.I: MAXIMUM HEIGHT FOR FREESTANDING SIGNS	
ZONING DISTRICT	MAXIMUM HEIGHT
Any Residential base district	4 feet if located within front yard 6 feet if located outside front yard
O-I, MC, AC-N, AC/C-C, COR-N	15 feet
GC, AC-D, AC/C-R, any Institutional and Campus district	20 feet
Any Industrial district	35 feet

(ii) Maximum Display Surface Area for Freestanding Signs

The maximum display surface of a freestanding sign shall be as listed in Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs, for the zoning district in which the sign is located.

TABLE 17-5.10(C)(6)A.4.II: MAXIMUM DISPLAY SURFACE AREA FOR FREESTANDING SIGNS

ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR ANY SIGN
O-I, AC-N, COR-N	75 square feet
GC, AC-D, MC, AC/C-C, AC/C-R, any Institutional and Campus district	100 square feet
Any Industrial district	150 square feet

(iii) Location

- (a) No part of any freestanding sign or its supporting structure shall extend beyond a property line of the lot on which it is located.

5. Projecting Signs**(i) Prohibited in Residential Districts**

Projecting signs are prohibited in the Residential base zoning districts.

(ii) Maximum Height

A projecting sign shall not project more than 20 feet above the highest point of the roof of the structure to which it is attached.

(iii) Projecting Over Right-of-Way

Projecting signs may project over public rights-of-way only where front yards are less than five feet in depth, subject to the following standards:

- (a) The sign shall not extend more than the lesser of two-thirds of the distance between the building and the curbline, or the nearest edge of the street surface; and
- (b) No portion of the sign shall be less than eight feet above the surface of the street right-of-way.

6. Signs Attached to Awnings, Marquees, or Canopies**(i) Prohibited in Residential Districts**

Signs attached to awnings, marquees, or canopies are prohibited in the Residential base zoning districts, but are allowed in all other districts.

(ii) Projecting Over Right-of-Way

A sign attached to an awning, marquee, or canopy that projects over a public right-of-way is subject to the standards for projecting signs that project over public rights-of-way (see Sec. 17-5.10(c)(6)a.5, Projecting Signs), and the following additional standards:

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(c) Standards

- (a) The length of the projection of the sign shall not exceed the length of projection of the awning, marquee, or canopy to which it is attached; and
- (b) The sign shall not extend more than two feet below or more than four feet above the awning, marquee, or canopy to which it is attached.

b. Standards for Other Specific Sign Types**1. Permanent Subdivision Entrance Signs**

A freestanding sign having a display surface area of 20 feet or less may be located at each entrance to a residential subdivision.

2. Multiple Businesses in a Single, Cohesive Development

Where multiple businesses are located within a single, cohesive development, the following freestanding sign standards apply:

- (i) Not more than one freestanding sign supporting structure per street frontage is allowed for the development, regardless of the number of lots in the development; and
- (ii) The display surface area shall not exceed the maximum established in accordance with Sec. 17-5.10(c)(6)a.1, Maximum Total Display Surface Area.

3. Parcels Abutting Interstate Highways in Specified Zoning Districts

The following standards apply to any parcel in the GC, LI, or HI district that is contiguous to an interstate, and supersede any conflicting provisions in this Section:

- (i) One freestanding sign that is located along the lot line contiguous to the Interstate Highway shall be allowed:
 - (a) A maximum height of 50 feet, provided the sign is located a minimum of 200 feet from any residentially-zoned lot; and
 - (b) A maximum display surface area of 250 feet.
- (ii) The total display surface area of all signs shall be increased by 25 percent.

4. Outdoor Advertising (Billboard) Sign Standards

Outdoor advertising (billboard) signs shall comply with following standards.

(i) Freestanding Signs

The sign shall be freestanding only, and shall not be erected or attached to, suspended from, or supported on a building or structure.

(ii) Prohibited on Lot Containing Nonconforming Signage

The sign shall not be erected on any lot that contains nonconforming signage.

(iii) Required Buffers

- (a)** The sign shall not be located within 1,000 feet of any river, measured from the non-vegetated bank.
- (b)** The sign shall not be located within 750 feet of the boundary of any officially designated national or local historic district.
- (c)** The sign shall not be located within 750 feet of the property boundary of any officially designated national or local historic property.
- (d)** The sign shall not be located within the following distance of a residential base zoning district:
 - (a)** 200 feet if the sign face is oriented toward a collector street (minor thoroughfare); and
 - (b)** 300 feet in all other cases.

(iv) Setback

Placement of a sign shall be in accordance with the building setback requirements of the underlying base zoning district and all other applicable City and State regulations.

(v) Orientation

- (a)** Sign copy shall be oriented toward and legible from the street or road.
- (b)** A maximum of two sign faces shall be allowed on a single outdoor advertising sign structure, provided:
 - (a)** The sign faces shall be parallel to each other or at not greater than a 45-degree angle to one another such that only one sign face points in any one direction; and
 - (b)** The signs faces shall not be positioned top-to-bottom (double-decker) or side-by-side.

(vi) Area, Height, and Spacing

The maximum display surface area and maximum height of such signs, and the minimum spacing between such signs, shall be in accordance with Table 17-5.10(c)(6)b.5: Outdoor Advertising Sign Area, Height, and Spacing Requirements.

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TABLE 17-5.10(C)(6)B.5: OUTDOOR ADVERTISING SIGN AREA, HEIGHT, AND SPACING REQUIREMENTS

MAXIMUM OR MINIMUM	STREET OR ROAD TYPE [1]		
	COLLECTOR STREET (MINOR THOROUGHFARE)	ARTERIAL STREET (MAJOR THOROUGHFARE)	INTERSTATE SYSTEM AND FREEWAY CLASS HIGHWAYS
Maximum display surface area [2]	248 sq ft	380 sq ft	672 sq ft
Maximum height	25 feet	35 feet	50 feet
Minimum distance between any two such signs on the same side of the same street or highway [3]	1,000 feet		
Minimum distance between any two such signs on opposite sides of the same street or highway [4]	500 feet		1,000 feet
Minimum distance between any two such signs [5]	400 feet	200 feet	None
Minimum distance from any separated grade highway intersection ramp [6]	N/A		500 feet
NOTES: sq ft = square feet [1] Refers to the street or road toward which the sign face is oriented. [2] No additional area is allowed for extensions. [3] Measured in a straight line parallel to the edge of the pavement of the street or road. [4] Measured in a straight line parallel to the edge of the pavement of the street or road from the spot directly opposite an existing outdoor advertising (billboard) sign structure. [5] Measured in a straight line directly from the closest point on the sign structures and/or sign faces [6] Measured parallel to the edge of the pavement of the highway from the point of intersection of the ramp with the highway (the point of intersection closest to the sign).			

(vii) Building Code

All outdoor advertising (billboard) signs shall comply with appropriate detailed provisions of the City's building code, including being constructed so as to withstand minimum wind pressures of 30 pounds per square foot.

5. Variance from Standards**(i) Collector or Arterial Streets**

No variance from any standard in this section shall be granted with respect to any outdoor advertising (billboard) sign oriented toward a collector street (minor thoroughfare) or an arterial street (major thoroughfare).

(ii) Interstate System and Freeway Class Highways

A variance may be granted from the maximum height established in this section in accordance with Sec. 17-2.5(s), Variance – Zoning, for any outdoor advertising (billboard) sign oriented toward an interstate system or freeway class highway; otherwise no variance from any standard in this section shall be granted for any such sign.

6. Replacement of Nonconforming Outdoor Advertising Signs

The replacement of nonconforming outdoor advertising signs shall be in accordance with Sec. 17-7.5, Nonconforming Signs.

(7) Temporary Signs

Temporary signs shall comply with the standards in this Subsection. Temporary signs other than those for which standards are established in Sec. 17-5.10(c)(7)b, Standards for Specific Types of Temporary Signs, are prohibited.

a. General Standards

A temporary sign shall:

1. Not be an off-premise sign;
2. Be non-illuminated and constructed from materials that do not degrade over the life of the sign;
3. Be safely and securely fastened, mounted, and/or affixed to prevent damage to the sign, surrounding structures, and people, especially considering potentially adverse weather conditions;
4. Not be located within, or otherwise restrict access to, any parking spaces necessary to fulfill the requirements of Sec. 17-5.2, Off-Street Parking, Bicycle Parking, and Loading; and
5. Not be an inflatable sign, provided, up to two sign permits for inflatable signs may be issued within any calendar year, if the signs are:
 - (i) Located outside a Residential base district and the OV-HP overlay district;
 - (ii) Stationary and do not produce movement;
 - (iii) installed according to manufacturer's specifications, or, absent such specifications, in accordance with the requirements the building official deems necessary to safely secure the sign.

b. Standards for Specific Types of Temporary Signs**1. Yard Signs**

- (i) Up to six yard signs having a combined display surface area not exceeding 18 square feet are allowed per lot in all Residential zoning districts, the MU-L District, and the MU-M District.
- (ii) A yard sign shall not be located in the right-of-way.
- (iii) A yard sign shall not exceed six feet in height.
- (iv) A yard sign shall not be displayed for more than 120 consecutive days or for a cumulative amount of time exceeding 180 days in any 12-month period.

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(c) Standards

2. Temporary Signs for Nonresidential Uses and in Nonresidential Districts

For any use other than a use in the Residential use classification (see Sec. 17-4.2(b), Principal Use Table) and in any district other than a Residential base zoning district (see Sec. 17-3.2, Residential Base Zoning Districts), up to two temporary signs having a combined display surface area not exceeding 12 square feet are allowed per street frontage, in addition to any other temporary signage allowed in accordance with this Sec. 17-5.10(c)(7), other than sandwich board signs, provided the temporary sign shall:

- (i) Be located on the lot and not in the right-of-way;
- (ii) Not exceed six feet in height if placed on the ground; and
- (iii) Not be displayed for more than six consecutive months.

3. Mobile Signs

One mobile sign shall be permitted for each street frontage that does not have a freestanding sign or other temporary signage, subject to the standards in Sec. 17-5.10(c)(6)a.4, Freestanding Signs. Any mobile sign used on the same lot for more than 45 days per year will be considered a permanent freestanding sign.

4. Signs Located on Proposed Subdivision Sites

Temporary signs may be erected on the premises of land for which an application for a subdivision has been determined complete in accordance with Sec. 17-2.5(j), Subdivision, provided the signs shall:

- (i) Not exceed 50 square feet in total display surface area;
- (ii) Be set back at least 20 feet from any property line;
- (iii) Be spaced at least 500 feet apart; and
- (iv) Be removed not more than 30 days from such time as 75 percent of the lots are conveyed.

5. Signs Located on Construction Sites

Temporary signs may be placed on a parcel upon which construction activities of any type are being performed, in addition to any other temporary signage allowed in accordance with this Sec. 17-5.10(c)(7), in accordance with the following standards:

- (i) If the construction activities do not include the construction of a new building, the total display surface area of the signs shall not exceed 12 square feet;
- (ii) If the construction activities include the construction of a new building, a maximum of one such sign having a maximum display surface area of 60 square feet is allowed; and

- (iii) The signs shall be removed within seven days after the completion of the construction activities.

6. Signs Located on Actively Marketed Real Property

Temporary signs may be placed on real property that is actively marketed for sale or rent in addition to any other temporary signage allowed in accordance with this Sec. 17-5.10(c)(7), in accordance with the following standards:

- (i) A maximum of one such sign is allowed per street frontage;
- (ii) If a single-family detached or two-family dwelling is located on the property, the display surface area of each sign shall not exceed ten square feet; otherwise, the display surface area of each sign shall not exceed 48 square feet; and
- (iii) No such sign shall be displayed for more than 12 consecutive months.

7. Sandwich Board Signs

One sandwich board sign is allowed within the right-of-way for any establishment having its primary entrance within a building façade that is less than three feet from the right-of-way, subject to the following provisions:

- (i) The sign permit shall be valid for one year;
- (ii) The sign shall be placed outdoors only when the establishment is open;
- (iii) The sign shall not be taller than three feet or wider than two feet;
- (iv) The sign shall have a maximum of two sign faces;
- (v) The sign shall not reduce passable space on sidewalks to less than 36 inches or otherwise reduce or impede pedestrian movement or create a conflict with any provision of the Americans with Disabilities Act;
- (vi) The sign shall not be affixed to any object, structure, or the ground, but shall be constructed of a material and weight to ensure general stability;
- (vii) The sign shall not be located more than 15 feet from the primary entrance to the commercial establishment;
- (viii) Prior to the issuance of the permit, the owner/operator shall place on file with the City Clerk a certificate of insurance which evidences general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and names the City; and
- (ix) The City reserves the right to remove any sign which causes interference with vehicular traffic or pedestrian traffic, or in the

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event of any emergency situation, or that interferes with any work that is to be performed upon the public sidewalk and/or right-of-way by or on behalf of the City.

8. Off-Premise Weekend Directional Signs

- (i) Off-premises weekend directional signs are permitted in all zoning districts, subject to the following restrictions:
 - (a) The sign area shall not exceed 24 inches by 24 inches.
 - (b) Sign height shall not exceed three feet above adjacent grade.
 - (c) Signs may be placed along City roads in the right-of-way or on private property; provided, however, signs shall not obstruct visibility at any intersection location, nor shall more than two signs giving directions to the same location be allowed at any intersection.
 - (d) Prior to placing a sign on private property, written consent must be obtained from the property owner(s).
 - (e) No sign shall be erected on or abutting a road owned and maintained by the state of South Carolina unless specifically allowed by the South Carolina Department of Transportation.
 - (f) Signs shall be placed at least three feet from the edge of the road pavement.
 - (g) Signs shall be placed no closer than 1,000 feet to another sign giving directions to the same location, except at an intersection, where two such signs are allowed.
 - (h) A sign permitted by this subsection shall not be erected more than one mile from the site for which directions are being provided.
 - (i) Signs shall not be erected before 5:00 p.m. on Friday evening and shall be completely removed by 11:59 p.m. on the following Sunday.
- (ii) Signs found in violation of the provisions in this subsection shall be subject to immediate removal and disposal.

(d) Severability

Each provision in this Section is intended to be individually severable, such that, if any portion of this section is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of the remaining portions of this section.

Sec. 17-5.11 Green Building Standards

(a) Purpose

The purpose of this section is to ensure development in the City includes a minimum degree of green building features as a means of protecting and conserving resources, making development more resilient, supporting a healthy lifestyle for citizens, and ensuring a high quality of life for residents. Specifically, this section is intended to ensure development practices:

- (1)** Conserve energy;
- (2)** Promote the use of alternative energy;
- (3)** Conserve water resources;
- (4)** Protect water quality;
- (5)** Promote resiliency;
- (6)** Support walkable, mixed-use development in appropriate places;
- (7)** Support multiple modes of mobility;
- (8)** Promote a healthy landscape;
- (9)** Support urban agriculture; and
- (10)** Promote healthy and safe lifestyles.

(b) Applicability

- (1)** Unless exempted in accordance with (2) below, all new development shall comply with the green building standards of this section.
- (2)** The following development is exempt from the standards of this section;
 - a.** New residential development of less than three dwelling units;
 - b.** New nonresidential development with a gross floor area of less than 5,000 square feet;
 - c.** New buildings that have achieved LEED requirements necessary to receive certification from the U.S. Green Building Council at the gold level or above; and
 - d.** Remodel, alteration, or expansion of an existing building.

(c) Timing of Review

Review for compliance with the standards of this section shall occur during review of a development application for either a planned unit development (see Sec. 17-2.5(d), Planned Development), special exception (see Sec. 17-2.5(e), Special Exception Permit), development agreement (see Sec. 17-2.5(f), Development Agreement), certificate of design approval-Design Districts (see Sec. 17-2.5(h), Certificate of

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Design Approval – Design Districts), or site plan (major or minor)(see Sec. 17-2.5(i), Site Plan), as appropriate.

(d) Green Building Standards

(1) Minimum Amount of Points Required

Development subject to the standards of this section shall achieve the following minimum number of points from the menu of options shown in Table 17-5.11(d)(4): Green Building Point System.

(2) Minimum Requirements for Residential Development

- a. 3 to 29 units: 3 points.
- b. 30 or more units: 4 points.

(3) Minimum Requirements for Nonresidential and Mixed Use Development

- a. 5,000 to 25,000 square feet: 3 points.
- b. More than 25,000 square feet: 4 points.

(4) Green Building Point System

Development subject to the standards of this section shall use Table 17-5.11(d)(4): Green Building Point System, to determine compliance with this section.

TABLE 17-5.11(D)(4): GREEN BUILDING POINT SYSTEM	
GREEN BUILDING ACTIVITY	POINTS EARNED
Location	
Development on previously used or developed land that is contaminated with waste or pollution (brownfield site)	1.00
Development on previously used or developed land that is not contaminated (site re-use)	0.50
Energy Conservation	
Install a “cool roof” on a minimum of 50 percent of the dwelling units in a subdivision. The cool roof shall cover the entire roof of the building. Install a “cool roof” on a minimum of 50 percent of the buildings in a multi-building development. The cool roof shall cover the entire roof of the building. The “cool roof” shall cover the entire roof of the dwelling. Cool roofs shall have a Solar Reflectance Index of 78 for flat roofs or 29 for roofs with a slope greater than 2:12	1.50
Provide skylights in an amount necessary to ensure natural lighting is provided to at least 25 percent of the habitable rooms in the structure	0.50
Use central air conditioners that are Energy Star qualified	0.50
Use of only solar or tank-less water heating systems throughout the structure	0.50
Alternative Energy	
Generate or acquire a minimum of 50 percent of the electricity needed by the development from	2.00

Article 5: Development Standards
 Sec. 17-5.11. Green Building Standards
 (d) Green Building Standards

TABLE 17-5.11(D)(4): GREEN BUILDING POINT SYSTEM

GREEN BUILDING ACTIVITY	POINTS EARNED
alternative energy sources (e.g., solar, wind, geothermal)	
Generate or acquire a minimum of 25 percent of the electricity needed by the development from alternative energy sources (e.g., solar, wind, geothermal)	1.00
Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels	1.50
Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels	0.75
Pre-wire a minimum of 25 percent of residential dwelling units for solar panels	0.50
Install solar panels on a minimum of 25 percent of dwelling units contained in single-family detached, two-family, townhouse, or multifamily dwellings, that provides a minimum of 75 percent of electricity needed for each unit	2.00
Install solar panels on primary structure, or at least 50 percent of buildings in a multi-building development, that provides a minimum of 50 percent of electricity needed for the entire development	1.50
Install small-scale wind energy conversion systems to provide electricity for 25 percent of residential dwellings in development	1.00
Passive Solar	
Orient a minimum of 50 percent of residential dwellings or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	1.50
Orient a minimum of 25 percent of residential dwelling units or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	0.75
Orient at least 25 percent of nonresidential buildings within 20 percent of east-west axis for maximum solar exposure	1.00
Water Conservation and Water Quality	
Install a green or vegetated roof on the primary structure, or on at least 50 percent of primary buildings in a multi-building development. Green or vegetated roofs shall include vegetation on at least 50 percent of the roof area and shall use only plant materials permitted by the landscaping standards in Sec. 17-5.3, Landscaping.	2.00
Include rain water capture and re-use devices such as cisterns, rain filters, and underground storage basins for residential development with a minimum storage capacity of 500 gallons for every two residential units	0.50
Provide rain gardens or other appropriate storm water infiltration system(s) that accommodate a minimum of 25 percent of the runoff	1.00
Vegetation	
Remove all lawn or turf in favor of ground cover consisting of plant material or mulch	0.75
Limit turf grass to 40 percent of the landscaped area.	0.25
Urban Agriculture	
Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet. per residential dwelling unit	1.00
Provide a minimum of one on-site composting station for every 25 residential dwelling units	0.25

Article 5: Development Standards**Sec. 17-5.11. Green Building Standards****(e) Failure to Install or Maintain Green Building Features for Compliance**

TABLE 17-5.11(D)(4): GREEN BUILDING POINT SYSTEM	
GREEN BUILDING ACTIVITY	POINTS EARNED
Building Materials	
Source a minimum of 20 percent, by cost, of construction materials from recycled products or products manufactured, extracted, harvested, or recovered within 250 miles of the site	1.50
Transportation	
Provide a minimum of five percent of required automobile parking spaces that are signed and reserved for hybrid/electric/low energy vehicles in preferred locations near the primary building entrance	0.25
Provide an electric vehicle (EV) level 2 charging station that is made available to those using the building	0.75
Provide an electric vehicle (EV) level 3 charging station that is made available to those using the building	1.00
Include showering and dressing facilities in nonresidential developments for employees using alternative forms of transportation	0.50
NOTES: [1] Standard for the Design of High-Performance Green Buildings, American Society of Heating, Refrigerating, and Air-Condition Engineers, 2014. [2] Energy Standard for Buildings Except Low-Rise Residential, American Society of Heating, Refrigerating, and Air-Condition Engineers, 2004.	

(5) Documentation Required

Applicants shall provide documentation of techniques that will be used to satisfy the green building standards of this section at the time of submittal of a development application. Documentation for items that may not be visually verified as part of an inspection may be provided in the form of invoices, receipts, or delivery confirmation for the items in question.

(e) Failure to Install or Maintain Green Building Features for Compliance

Failure to install or maintain approved green building features that are to be provided to comply with this section is a violation of this Ordinance, and may result in revocation of the development approval or permit, and revocation of the authorization for use of green building incentives in accordance with Sec. 17-5.12, Incentives for Green Building Practices.

Sec. 17-5.12 Incentives for Green Building Practices

(a) Purpose

The purpose of this section is to add further support to green building practices in the City by providing incentives for developments that incorporate specific types of green building features above the minimum required in Sec. 17-5.11, Green Building Standards. Specifically, this section is intended to provide incentives for developments that incorporate green building features that support:

- (1) Energy conservation;
- (2) Alternative energy use;
- (3) Water conservation;
- (4) Water quality;
- (5) Resilient development practices;
- (6) Healthy landscaping;
- (7) Alternate forms of transportation; and
- (8) Urban agriculture.

(b) Incentives

- (1) Development integrating green building features in accordance with this section shall be eligible for the following incentives. They shall be integrated into a development in addition to those included in accordance with Sec. 17-5.11, Green Building Standards.
 - a. A density bonus of up to one additional dwelling units per acre beyond the maximum allowed in the base zoning district;
 - b. An increase in the maximum allowable height by up to one story or 14 feet beyond the maximum allowed in the base zoning district;
 - c. An increase in the maximum allowable lot coverage by 10 percent beyond the maximum allowed in the base zoning district; and
 - d. A modification to the off-street parking requirements resulting in a reduction from the minimum requirements by 15 percent, or an increase to the maximum allowable number of spaces provided by 15 percent (without an alternative parking plan).
- (2) Development may include a sufficient number of green building features to take advantage of more than one type of incentive, but in no instance shall the amount of an incentive be increased or decreased (as appropriate) beyond the maximum listed in this Subsection.

Article 5: Development Standards**Sec. 17-5.12. Incentives for Green Building Practices****(c) Applicability**

The incentives in this section are available to development and redevelopment in all base zoning districts.

(d) Conflict with Neighborhood Compatibility Standards

In cases where the incentives in this section conflict with the neighborhood protection standards in Sec. 17-5.6, Neighborhood Compatibility, the neighborhood compatibility standards shall control.

(e) Procedure

- (1)** Development seeking to use green building incentives in accordance with this section shall include a written request with the development application that demonstrates how compliance with the standards in this section will be achieved.
- (2)** Review for compliance with the standards of this section shall occur during review of a development application for either a planned unit development (see Sec. 17-2.5(d), Planned Development), special exception (see Sec. 17-2.5(e), Special Exception Permit), development agreement (see Sec. 17-2.5(f), Development Agreement), certificate of design approval-Design Districts (see Sec. 17-2.5(h), Certificate of Design Approval – Design Districts), or site plan (major or minor)(see Sec. 17-2.5(i), Site Plan), as appropriate.
- (3)** The decision-making body or person responsible for review of the development application shall also be responsible for the review of the green building incentive request.
- (4)** The incentive(s) shall be based on the number of green building features provided, in accordance with Table 17-5.12(e)(4): Green Building Incentives, and Sec. 17-5.12(f), Menu of Green Building Features. To obtain the right to a particular incentive identified in the left column of Table 17-5.12(e)(4): Green Building Incentives (for example, a density bonus of up to one additional dwelling unit per acre beyond the maximum allowed in the base zoning district), the development proposed is required to provide the minimum number of green building features associated with the green building features from both schedule A and schedule B in Table 17-5.12(e)(4): Green Building Incentives (for example, for a density bonus of up to one additional dwelling unit per acre beyond the maximum allowed in the base zoning district, the proposed development is required to include two green building features from Schedule A and four green building features from Schedule B). The green building features used to obtain the individual type of incentive shall only be counted for that incentive. If an applicant wants to achieve a second type of incentive (for example, both the density bonus incentive and the lot coverage incentive), the proposed development shall include the minimum number of green building features in Schedule A and Schedule B required for both incentives (two from Schedule A and four from Schedule B for the density bonus incentive, and two from Schedule A and three from Schedule B for the lot coverage incentive).

Article 5: Development Standards
 Sec. 17-5.12. Incentives for Green Building Practices
 (f) Menu of Green Building Features

TABLE 17-5.12(E)(4): GREEN BUILDING INCENTIVES		
TYPE OF INCENTIVE	MINIMUM NUMBER OF GREEN BUILDING PRACTICES PROVIDED	
	FROM SCHEDULE A	FROM SCHEDULE B
A density bonus of up to one additional dwelling unit per acre beyond the maximum allowed in the base zoning district	2	4
An increase in the maximum allowable height by up to one story or 14 feet beyond the maximum allowed in the base zoning district	2	4
An increase in the maximum allowable lot coverage by 10 percent beyond the maximum allowed in the base zoning district	2	3
A reduction from the minimum parking space requirements by 15 percent, or an increase to the maximum allowable number of parking spaces provided by 15 percent	2	2

(f) Menu of Green Building Features

One or more of the green building features in Table 17-5.12(f): Green Building Features, may be offered by an applicant for proposed development in accordance with Table 17-5.12(e)(4): Green Building Incentives.

TABLE SEC. 17-5.12(F): GREEN BUILDING FEATURES	
SCHEDULE [1]	TYPE
Energy Conservation	
A	Install a "cool roof" for at least 50 percent of the total roof area of the primary buildings in a multi-building development. Cool roofs shall have a Solar Reflectance Index of 78 for flat roofs or 29 for roofs with a slope greater than 2:12
A	Install a "cool roof" on a minimum of 50 percent of the single-family dwellings in the development or subdivision. The "cool roof" shall cover the entire roof of the dwelling. Cool roofs shall have a Solar Reflectance Index of 78 for flat roofs or 29 for roofs with a slope greater than 2:12
B	Use central air conditioners that are Energy Star qualified
A	Use only solar or tank-less water heating systems throughout the structure
A	Install green walls on a minimum of 50 percent of a building's wall.
B	Provide skylights in an amount necessary to ensure natural lighting is provided to at least 20 percent of the habitable rooms in the structure
B	Construct roof eaves or overhangs of three feet or more on southern or western elevations
B	Use a structure design that can accommodate the installation and operation of solar photovoltaic panels or solar thermal heating devices (including appropriate wiring and water transport systems)
Alternative Energy	
AA	Generate 50 percent or more of energy on-site by alternative energy (e.g., solar wind, geothermal)

Article 5: Development Standards**Sec. 17-5.12. Incentives for Green Building Practices****(f) Menu of Green Building Features**

TABLE SEC. 17-5.12(F): GREEN BUILDING FEATURES	
SCHEDULE [1]	TYPE
A	Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels
A	Install small-scale wind energy conversion systems to provide electricity for a minimum of 25 percent of the residential units, or nonresidential floor area
LEED Certification	
AAA	Construct the principal building(s) to meet or exceed LEED ® Platinum certification standards
AA	Construct the principal building(s) to meet or exceed LEED ® Gold certification standards
A	Construct the principal building(s) to meet or exceed LEED ® Silver certification standards
BB	Construct the principal building(s) to meet or exceed LEED ® Bronze certification standards
CHiP Home Program	
AA	Construct the principal building(s) to meet or exceed CHiP Platinum or Gold
A	Construct the principal building(s) to meet or exceed CHiP Silver
BB	Construct the principal building(s) to meet or exceed CHiP Bronze
Passive Solar	
AA	Orient a minimum of 50 percent of the single-family detached, two-family, townhouse, or multifamily dwellings or lots in the development within 20 percent of the east-west axis for maximum passive solar exposure
A	Orient a minimum of 25 percent of the single-family detached or two-family dwellings or lots in the development within 20 percent of the east-west axis for maximum passive solar exposure
AA	Orient a minimum of 50 percent of the single-family dwellings on lots in the development within 20 percent of the east-west axis for maximum passive solar exposure
A	Orient a minimum of 50 percent of the nonresidential buildings within 20 percent of the east-west axis for maximum passive solar exposure
B	Orient a minimum of 25 percent of the nonresidential buildings within 20 percent of the east-west axis for maximum solar exposure
Water Conservation and Water Quality	
AAA	Install a green or vegetated roof on the primary building(s), or at least 50 percent of primary buildings in a multi-building complex – green or vegetated roofs shall include vegetation on at least 50 percent of the roof area and shall use only plant materials permitted by Sec. 17-5.3, Landscaping.
AA	Include rain water capture and re-use devices such as cisterns, rain filters, and underground storage basins with a minimum storage capacity of 500 gallons for every two residential units
A	Provide rain gardens or other appropriate storm water infiltration system(s) that accommodate a minimum of 25 percent of the runoff
Vegetation	
BB	Retain at least 20 percent of existing pre-development natural vegetation
BB	Remove all lawn or turf in favor of ground cover consisting of plant material or mulch
Urban Agriculture	
A	Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet. per dwelling unit
BB	Provide a fenced, community garden space for employees at an office, for gardening purposes at a

Article 5: Development Standards

Sec. 17-5.12. Incentives for Green Building Practices

(g) Failure to Install or Maintain Green Building Practices

TABLE SEC. 17-5.12(F): GREEN BUILDING FEATURES	
SCHEDULE [1]	TYPE
	ratio of 15 square feet. per employee
Transportation	
A	Provide an electric vehicle (EV) level 3 charging station that is made available to those using the building
B	Provide an electric vehicle (EV) level 1 or 2 charging station that is made available to those using the building
B	Provide a minimum of five percent of required automobile parking spaces that are signed and reserved for hybrid/electric/low energy vehicles in preferred locations near the primary building entrance
BB	Include showering and dressing facilities in nonresidential developments for employees using alternative forms of transportation like bicycles
NOTES: [1] "AA" means credited as provision of two schedule "A" features. "AAA" means credited as provision of three schedule "A" features. "BB" means credited as provision of two schedule "B" features.	

(g) Failure to Install or Maintain Green Building Practices

Failure to install or maintain approved green building features that are to be provided to comply with this section is a violation of this Ordinance, and may result in revocation of the development approval or permit.

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Article 6: Land Development (Subdivision) Standards

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ARTICLE 6: LAND DEVELOPMENT (SUBDIVISION) STANDARDS

Sec. 17-6.1 General Applicability

(a) General

Any subdivision, defined as any activity that is required to receive subdivision approval in accordance with Sec. 17-2.5(j), Subdivision, shall comply with the standards and requirements in this Article.

(b) Variance

Any variance from the standards in this Article shall be in accordance with Sec. 17-2.5(t), Variance – Land Development (Subdivision).

Sec. 17-6.2 Minimum Design Standards

(a) General

(1) Comply with Development Standards

A subdivision shall comply with all applicable standards in Article 5: Development Standards, including Sec. 17-5.1, Access, Mobility, and Circulation, Sec. 17-5.3(h), Site Tree Density, Sec. 17-5.4, Tree Protection, and Sec. 17-5.5, Open Space.

(2) Comply with City Regulations Manual

Improvements in a subdivision, including water distribution systems, sanitary sewers, storm sewers, roadways, and sidewalks shall comply with the specifications in the City of Columbia Utilities and Engineering Regulations Manual.

(b) Access, Mobility, and Circulation

The standards in this subsection shall apply to all development that is subject to this Article in addition to the standards in Sec. 17-5.1, Access, Mobility, and Circulation.

(1) Access and Relation to Existing and Proposed Transportation Facilities

a. Extension of Existing Streets

The arrangement of streets in a subdivision shall provide for the alignment and continuation or extension of existing streets in adjoining areas, provided streets within the subdivision shall comply with the minimum width requirements and other standards in this Section.

b. Expansion of Existing Streets

1. Where an existing platted street is located within a proposed subdivision or abuts the subdivision on both sides of the street, if the street does not conform to the minimum right-of-way requirements in

Article 6: Land Development (Subdivision) Standards

Sec. 17-6.2. Minimum Design Standards

(b) Access, Mobility, and Circulation

this Section, additional width along one or both sides of the street or road shall be dedicated so that the minimum right-of-way required by this Section is established.

2. Where an existing platted street abuts a proposed subdivision on only one side of the street, if the street does not conform to the minimum right-of-way requirements in this Section, additional width along the street within the subdivision shall be dedicated so that a minimum of 50 percent of the right-of-way required by this Section, measured from the centerline of the existing right-of-way, is established.
3. Due consideration for proper street alignment shall be given in determining the location of additional width provided in accordance with 1 or 2 above.

c. Relation to Railroad Rights-of-Way

When a subdivision adjoins railroad right-of-way, the street pattern shall be arranged to provide for future grade separation of street and railroad crossings at appropriate locations.

d. Arterial Streets Shown on Adopted Transportation Plan

If any part of an arterial street shown on the major thoroughfare plan adopted by the City Council is located in a proposed subdivision, a right-of-way for the arterial street shall be platted in the location and to the width specified in the plan.

e. Access to Bicycle Facilities Identified in Master Plan

A proposed subdivision that is located within 1,000 feet of an existing or proposed bikeway, cycle track, buffered bike lane, sidepath, or greenway identified in the City's Pedestrian and Bicycle Master Plan shall include bike lanes, bike paths, or other bicycle facilities providing access by bicycle within the subdivision to the location within the subdivision that the Land Development Administrator determines offers the most convenient access to the bikeway, cycle track, buffered bike lane, sidepath, or greenway.

(2) Street Access to Unsubdivided Property

- a. Where it is deemed necessary to the development of a logical street pattern and transportation network, streets and rights-of-way shall be extended to the boundary of adjoining property. Incompatible characteristics of adjoining property shall be given due consideration in making a determination of what shall constitute a logical street pattern.
- b. Reserve strips adjoining street rights-of-way for the purpose of preventing access to adjacent property are prohibited.

(3) Internal Circulation and Connectivity**a. Streets****1. Intersections**

- (i) The centerlines of not more than two streets shall intersect at any one point.
- (ii) Streets shall be laid out to intersect at right angles, to the extent feasible, and no street shall intersect any other street at an angle of less than 60 degrees. The angle of intersection shall be measured at the intersection of street centerlines.
- (iii) Where curved streets intersect, the minor street shall have a minimum tangent of 100 feet at the intersection.
- (iv) Street intersections shall be spaced a minimum of 125 feet apart on minor or local residential streets, and a minimum of 200 feet apart on all other streets. The distance between street intersections shall be measured along the street center line between the intersecting street centerlines.

2. Traffic Calming Features

Within a residential subdivision, any linear segment of a street other than an arterial street or a collector street that is more than 800 feet long, shall, to the maximum extent practicable, include features to interrupt direct vehicle flow, including, but not limited to, any of the following:

- (i) Stop signs at street intersections;
- (ii) Mini-roundabouts at intersections;
- (iii) Curvilinear street segments to slow traffic and interrupt monotonous streetscapes;
- (iv) Traffic-diverting physical devices such as neckdowns, chicanes, and diverter islands;
- (v) Roadway striping to limit vehicular cartway widths or accommodate bike lanes; and
- (vi) Speed tables, raised intersections or elevated pedestrian street crossings, if approved by the Fire Marshal.

b. Sidewalks Required

- 1. Sidewalks that comply with the Specifications for Roadway Design are required:
 - (i) Within a proposed subdivision on one side of all streets in the LI and HI districts and on both sides of all streets in all other districts: and

Article 6: Land Development (Subdivision) Standards

Sec. 17-6.2. Minimum Design Standards

(c) Additional Street Standards

- (ii) Along the entire frontage of a proposed subdivision with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).
- 2. Sidewalks within a proposed subdivision in the LI and HI districts shall have a minimum width of eight feet.
- 3. Where a proposed subdivision 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 widening of the right-of-way or dedicated public easement running parallel and adjacent to the public street.
- 4. The Land Development Administrator 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.

c. Bicycle Facilities

In the AC-D, AC-N, AC/C-C, and AC/C-R districts, either a site plan or subdivision plan, whichever is reviewed first, shall include bike lanes, bike paths, or other bicycle facilities in accordance with the Walk Bike Columbia plan sufficient to allow safe and efficient bicycle access and circulation within the subdivision.

(c) Additional Street Standards**(1) Right-of-Way and Pavement Width**

The minimum right-of-way and pavement width for a street are shown in Table 17-6.2(c)(1): Minimum Right-of-Way and Pavement Widths, based on the classification of the street.

TABLE 17-6.2(C)(1): MINIMUM RIGHT-OF-WAY AND PAVEMENT WIDTHS		
STREET CLASSIFICATION	MINIMUM RIGHT-OF-WAY WIDTH (IN FEET) [1]	MINIMUM PAVEMENT WIDTH (IN FEET) [1]
Minor residential	50	28 [3]
Local residential	50	27 [2]
Collector	60	36 [3]
Industrial or commercial service	80	36 [2]
Arterial	100	52 [3]
NOTES: [1] Minimum pavement widths and right-of-way may be reduced by the Planning Commission in individual cases upon written approval of the City Engineer. [1] Measured from low point to low point of curb. [2] Measured from face to face of curb.		

(2) Street Grades

Street grades shall comply with the Specifications for Roadway Design.

(3) Curves**a. Horizontal and Vertical Curves**

Horizontal curves and vertical curves shall comply with the Specifications for Roadway Design.

b. Reverse Curves

A tangent of at least 150 feet on collector streets shall be provided between reverse curves, to the extent practical. On major arterials, tangent distances shall comply with the standards established by the State Department of Highways and Public Transportation.

(4) Split Level Streets

Streets which are constructed so as to have two trafficways, each at a different level within the same right-of-way, shall have a paved traffic surface of at least 20 feet on each level and a slope between the two trafficways of six to one or flatter.

(5) Half Streets

Half streets of less than two lanes are prohibited. Whenever a street within a proposed subdivision abuts the subdivision tract boundary, the entire street right-of-way shall be platted within the proposed subdivision.

(6) Culs-de-sac**a. Minimum Turnaround Diameter**

A cul-de-sac shall terminate in a circular turnaround having a minimum right-of-way of at least 100 feet in diameter and a paved turnaround with a minimum outside diameter of 80 feet, or other approved type of turnaround, including T's, Y's or landscaped islands.

b. Maximum Length

A cul-de-sac shall not be more than 1,000 feet long as measured from the center of the cul-de-sac turn around to intersection of the centerline of the nearest intersecting street and the cul-de-sac centerline.

(7) Temporary Dead End Streets

a. Temporary dead-end streets which extend for a greater distance than the depth of one abutting lot shall be provided with a temporary turnaround having a roadway surface diameter of 80 feet, or other approved type of turnaround.

b. At all locations where streets terminate with no street connection, but a future connection is planned or accommodated, a sign shall be installed at the location with the words "FUTURE ROAD CONNECTION" to inform property owners.

Article 6: Land Development (Subdivision) Standards**Sec. 17-6.2. Minimum Design Standards****(d) Blocks****(8) Street Names**

The naming of streets is subject to approval by the Planning Commission and shall comply with E911 standards.

(9) Street Trees

a. Unless prohibited in accordance with b below, street trees that comply with the following standards are required:

1. At least one street tree shall be planted for every 40 linear feet measured along proposed lot frontages, excluding where driveways are located.
2. Street trees shall comply with Sec. 17-5.3(c), General Landscaping Standards, except as otherwise provided in this Subsection.
3. Street trees shall be planted in a planting strip that is at least five feet wide located between the street and any required sidewalk.
4. Maintenance of street trees shall be by a homeowners' association or comparable legal entity.
5. Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for a proposed subdivision to comply with the street tree requirements in this Subsection, the proposed subdivision may be approved if it complies with the requirements in this Subsection to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the subdivision application.

b. The planting of street trees within a right-of-way of less than 60 feet is prohibited unless it can be conclusively shown that there will be no future conflict with vehicles or with utility lines, either above or below the ground surface.

(d) Blocks

Each block in a subdivision shall comply with the standards in this subsection.

(1) Residential Subdivisions

- a. The length of a block in a residential subdivision shall not exceed 1,100 feet or be less than 600 feet.
- b. The width of a block in a residential subdivision shall be sufficient to permit two rows of lots.

(2) Nonresidential Subdivisions

The length and width of a block in a subdivision other than a residential subdivision shall be designed and laid out to allow adequate provision of off-street parking and service access.

(e) Lots

Each lot in a subdivision shall comply with the standards in this subsection.

(1) Minimum Lot Dimensions and Area**a. General**

Unless otherwise provided in subsections b, c, or d below, the dimensions and area of a lot shall comply with Article 3: Zoning Districts.

b. Corner Lots

Corner lots shall be of sufficient size so that a structure could be constructed and still maintain minimum yard requirements specified in Article 3: Zoning Districts.

c. Cluster Housing Developments

Lots within a cluster housing development (see Sec. 17-6.4, Cluster Housing Development) are not subject to minimum lot area, minimum lot width, minimum lot depth, or maximum lot coverage requirements established in Article 3: Zoning Districts.

d. Cottage Neighborhood Development

Lots within a cottage neighborhood development shall comply with the dimensional standards in Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development.

(2) Street Access

Except where otherwise allowed in accordance with Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development, a lot shall front on or abut a street that complies with the standards in this Article and the Specifications for Roadway Design, provided, a lot in a residential subdivision shall not have direct access to an arterial street, collector street, or industrial or commercial service street, to the maximum extent practicable.

(3) Lot Lines

Side lot lines shall be at right angles to straight street centerlines and radial to curved street centerlines, to the extent practical.

a. Lot line adjustments that straighten lot lines shall be encouraged.

b. Lot line adjustments that cause lots to be more rectangular in shape shall be encouraged.

(4) Double Frontage Lots

Lots, other than corner lots, having frontage on two streets are prohibited.

Article 6: Land Development (Subdivision) Standards**Sec. 17-6.2. Minimum Design Standards****(f) Easements**

(5) Lots Divided by City or County Boundary

Lots shall not be divided by City or county boundary lines, to the extent practicable.

(f) Easements**(1) Utility Easements**

a. Easements for public utilities that are located outside of street rights-of-way shall be:

1. Centered on rear or side lot lines, to the maximum extent practicable;
2. If the public utility line is aboveground, located along rear property lines to the extent practicable; and
3. A minimum of 12 feet wide if located on rear lot lines or a minimum of ten feet wide if located on side lot lines.

b. Easements for City-owned utilities shall be dedicated exclusively to the City.

(2) Watercourse and Drainage Easements

If a proposed subdivision is traversed by a watercourse, drainageway or stream, the subdivider shall provide easements to accommodate stormwater and drainage through and from the proposed subdivision. The easements shall:

- a. Be configured to conform substantially with the lines of the watercourse;
- b. If public, have a minimum width of 12 feet; and
- c. Comply with Chapter 21, Article II, Stormwater Quantity and Quality Control, of the Code of Ordinances.

(g) Natural Gas Lines

Natural gas lines that are located in a street right-of-way shall be located outside the portion of the street to be surfaced, to the extent practicable.

(h) Water Lines

- (1) All water mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.
- (2) If water mains are installed in street rights-of-way, easements for the water mains shall be dedicated prior to filing of the subdivision final plat.
- (3) When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of water mains.

(i) Sanitary Sewers

- (1)** All sanitary sewer mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.
- (2)** If sanitary sewer mains are installed in street rights-of-way, easements for the sanitary sewer mains shall be dedicated prior to filing of the subdivision final plat.
- (3)** The developer shall obtain the appropriate permit to construct the sewer system from the Health Department.
- (4)** When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of sewer mains.

(j) Community Sewage Disposal Systems

- (1)** Construction of any community sewage disposal system, such as an oxidation pond or other facility, shall not occur prior to approval of the location, size, plans, and specifications of the facility by the City Engineer.
- (2)** A wastewater treatment facility shall comply with the approved sewer plan for the area.
- (3)** All wastewater treatment systems must receive a permit to construct from the Health Department.

(k) Stormwater Drainage Systems

The subdivider shall provide an adequate drainage system based on acceptable stormwater management principles, including necessary open swales and waterways, pipes, culverts, storm sewers, intersectional drains, drop inlets, bridges, and other necessary appurtenances, and shall be installed by the subdivider according to plans in accordance with the City storm drainage ordinance (Chapter 21, Article II) and approved by the City Engineer.

(l) Open Space Set-Asides

A subdivision shall provide open space set-asides in accordance with Sec. 17-5.5, Open Space. A subdivision submitted as a cottage neighborhood development shall comply with the open space standards in Sec. 17-4.2(c)(1)a.1(v), Common Open Space.

Article 6: Land Development (Subdivision) Standards**Sec. 17-6.3. Improvements and Sureties****(a) Completion Required Prior to Final Plat Approval****Sec. 17-6.3 Improvements and Sureties****(a) Completion Required Prior to Final Plat Approval**

Unless surety is provided in accordance with Sec. 17-6.3(b), Surety In-Lieu of Completion of Improvements, the subdivider shall complete the following improvements in accordance with plans and specifications approved by the City Engineer prior to approval of the final plat:

- (1)** The marking of all lot corners with monuments consisting of an iron pipe at least 24 inches long and driven to within four inches above the finished grade or flush as conditions may require;
- (2)** Street grading, base preparation and surfacing; and
- (3)** The installation of:
 - a.** Concrete curbs and gutters;
 - b.** Street name signs at all intersections;
 - c.** Street trees, if any;
 - d.** Sidewalks;
 - e.** Natural gas lines;
 - f.** Water mains, valves, and fire hydrants;
 - g.** Sanitary sewers;
 - h.** Community sewage disposal systems;
 - i.** Storm drainage systems; and
 - j.** Open space set-asides.

(b) Surety In-Lieu of Completion of Improvements

After approval of a preliminary plat of subdivision, in-lieu of the completion of improvements in accordance with Sec. 17-6.3(a), Completion Required Prior to Final Plat Approval, the City may accept a performance guarantee. The performance guarantee shall provide for and secure to the City the actual construction and installation of the improvements that have not been completed and shall comply with the requirements in this subsection.

(1) Form of Guarantee

Where required, the subdivider shall furnish a performance guarantee in any of the following acceptable forms:

- a.** Cash deposit with the City;
- b.** Certified check from a South Carolina lender based upon a cash deposit, in a form acceptable to the City Attorney;

Article 6: Land Development (Subdivision) Standards

Sec. 17-6.3. Improvements and Sureties

(b) Surety In-Lieu of Completion of Improvements

- c. Irrevocable letter of credit from a South Carolina banking institution in a form acceptable to the City Attorney; or
- d. Any other financial security found acceptable by the City Attorney.

(2) Length of Time of Guarantee

The term of the performance guarantee shall reflect any time limit for completing installation of required improvements that is included in the preliminary plat, but in any case, the term shall not exceed 18 months. The City Engineer, for good cause shown, may grant up to one extension of time, for a time period not exceeding one year.

(3) Amount of Guarantee

- a. Performance guarantees for completion of grading, base preparation, and surfacing of a street proposed for dedication to the City shall be at least 150 percent of the cost of all materials and labor required for completion.
- b. Performance guarantees for the completion of any other improvement shall be a minimum of 125 percent of the cost of the materials and labor required for completion.

(4) Final Plat

- a. Where a performance guarantee is accepted by the City in-lieu of the completion of improvements in a subdivision, the final plat shall include the following statement:

“THIS FINAL PLAT IS SUBJECT TO A PERFORMANCE GUARANTEE, WHICH MEANS THAT ALL REQUIRED PUBLIC IMPROVEMENTS ARE NOT COMPLETED. ISSUANCE OF BUILDING PERMITS PRIOR TO COMPLETION OF PUBLIC IMPROVEMENTS SUBJECT TO THE PERFORMANCE GUARANTEE SHALL OCCUR AT THE SOLE DISCRETION OF THE CITY OF COLUMBIA. IN THE EVENT THE DEVELOPER DEFAULTS AND THE CITY MUST COMPLETE THE IMPROVEMENTS, THE DEVELOPER WILL BE ASSESSED ANY DIFFERENCE BETWEEN THE AMOUNT OF THE PERFORMANCE GUARANTEE AND ACTUAL CONSTRUCTION COST.”

- b. All easements and rights-of-way shall be shown on the final plat and descriptions recorded prior to the filing of the final plat

(5) Release of Guarantees**a. Release**

Release of a performance guarantee shall occur after the City Engineer determines that the improvements in-lieu of which the guarantee was accepted are complete.

b. Partial Release

A partial release of a performance guarantee is prohibited.

Article 6: Land Development (Subdivision) Standards**Sec. 17-6.4. Cluster Housing Development****(a) Purpose****c. Release to be Recorded**

The City shall record all releases of financial guarantees, or in the alternative, shall record a notice of the City's final acceptance of the public improvements with the Register of Deeds.

(6) Forfeiture of Security**a. Notice of Failure to Install or Complete Improvements**

If a subdivider fails to properly install, repair, and/or maintain all required improvements within the term of the financial guarantee, as may be extended, the City shall give 30 days' written notice to the subdivider by certified mail, after which time the City may draw on the security and use the funds to complete the required improvements.

b. City Completion of Improvements

After completing the required public improvements, the City shall provide a complete accounting of the expenditures to the subdivider and, as applicable, refund all unused security deposited, without interest.

Sec. 17-6.4 Cluster Housing Development

(a) Purpose

The purpose of cluster housing development is to provide savings in infrastructure installation, land resources, and energy use through the concentration of dwellings, construction, and physical impact to specific areas of a tract. Cluster housing development permits variation in lot size, shape, and orientation without an increase in overall density of population or development.

(b) Applicability

An application for a subdivision designed for single-family detached dwellings located in the RSF-1, RSF-2, RSF-3, RM-S, RM-M, MU-L, MU-M, or O-I district may be submitted as a cluster housing development, and shall be submitted, reviewed, and decided as a major subdivision in accordance with Sec. 17-2.5(j)(5), Major Subdivision Procedure. All sketch plan, preliminary plat, and final plat applications for cluster housing developments shall include the required additional documentation identified in the Procedures Manual. A cluster housing development shall comply with the standards in this section.

(c) Cluster Housing Design Standards**(1) General**

Unless explicitly stated otherwise in this section, a cluster housing development shall comply with the minimum design standards and other requirements in this Article.

Article 6: Land Development (Subdivision) Standards**Sec. 17-6.5. Cottage Neighborhood Development****(a) Purpose****(2) Dimensional Standards**

Individual lots within a cluster housing development are not subject to minimum lot area, minimum lot width, minimum lot depth, or maximum lot coverage requirements established in Article 3: Zoning Districts, provided, siting of structures shall conform to the Preliminary Plat of subdivision approved by the Planning Commission in accordance with Sec. 17-2.5(j)(5), Major Subdivision Procedure.

(3) Screening

The Planning Commission may require that a cluster housing development include screening in addition to screening required by Sec. 17-5.3(i), Screening, on finding that such screening is necessary to accomplish the purpose of screening requirements set forth in Sec. 17-5.3(i)(1), Purpose.

(4) Open Space Set-Asides

A cluster housing development shall include open space set-asides in accordance with Sec. 17-5.5, Open Space, provided, a cluster housing development in the RSF-1 district shall provide open space set-asides in a minimum amount of 30 percent of the development site area.

(5) Off-Street Parking

Required off-street parking for dwelling units may be provided in a common area within the cluster housing development with approval by the Planning Commission.

Sec. 17-6.5 Cottage Neighborhood Development

(a) Purpose

The purpose of cottage neighborhood development standards is to establish a voluntary form of housing development in zoning districts identified in Sec. 17-4.2(b), Principal Use Table, that accommodates greater housing choice and options within infill and redevelopment contexts by mandating smaller homes built around common open space with off-street parking areas to the rear or in common areas.

(b) Applicability

An application for a subdivision designed for single-family detached dwellings may be submitted as a cottage neighborhood development where allowed in accordance with Sec. 17-4.2(b), Principal Use Table. A an application for a subdivision submitted as a cottage neighborhood development shall be submitted, reviewed, and decided as a major subdivision in accordance with Sec. 17-2.5(j)(5), Major Subdivision Procedure.

Article 6: Land Development (Subdivision) Standards

Sec. 17-6.5. Cottage Neighborhood Development

(c) Cottage Neighborhood Development Standards

(c) Cottage Neighborhood Development Standards

A subdivision submitted as a cottage neighborhood development shall comply with the following standards in Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development:

- (1)** Sec. 17-4.2(c)(1)a.1(i), Minimum Development Size;
- (2)** Sec. 17-4.2(c)(1)a.1(ii), Maximum Development Density;
- (3)** Sec. 17-4.2(c)(1)a.1(iii), Dimensional Requirements for Individual Lots;
- (4)** Sec. 17-4.2(c)(1)a.1(iv), Minimum Percentage of Dwellings Fronting Open Space;
- (5)** Sec. 17-4.2(c)(1)a.1(v), Common Open Space;
- (6)** Sec. 17-4.2(c)(1)a.1(vi), Transitional Buffer Yard;
- (7)** Sec. 17-4.2(c)(1)a.1(vii), Internal Streets;
- (8)** Sec. 17-4.2(c)(1)a.1(viii), Surface Parking;
- (9)** Sec. 17-4.2(c)(1)a.1(xi)(h), No-Build Easement; and
- (10)** Sec. 17-4.2(c)(1)a.1(xii), Homeowner's Association.

Article 7: Nonconformities

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ARTICLE 7: NONCONFORMITIES

Sec. 17-7.1 General

(a) Purpose and Intent

- (1) Within the districts established by this Ordinance, there exist lots of record, structures, uses of land and structures, and signs, and other site features that were lawfully established before this Ordinance was adopted or amended, that now do not conform to the terms and requirements of this Ordinance. The purpose and intent of this Article is to regulate and limit the continued existence of those lots of record, structures, uses of land and structures, signs, and other site features that do not conform to the provisions of this Ordinance or any amendments thereto.
- (2) It is the intent of this Article to permit these nonconformities to continue until they are removed, but not to encourage their survival except under the limited circumstances established in this Article. It is the further intent of this article that nonconformities shall not be enlarged upon, expanded or extended, reconstructed to continue nonconformity after major damage, or used as grounds for adding other structures or uses prohibited elsewhere in the same district. The provisions of this Article are designed to curtail substantial investment in nonconformities to preserve the integrity of this Ordinance.

(b) Authority to Continue

Nonconformities are allowed to continue in accordance with the requirements of this Article.

(c) Determination of Nonconformity Status

In all cases, the burden of establishing that a nonconformity lawfully exists shall be on the owner of the land on which the purported nonconformity is located.

(d) Minor Repairs and Normal Maintenance

- (1) Nothing in this Ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part of a building declared to be unsafe by any official charged with protecting the public safety, upon order of such official. Minor repairs and normal maintenance that are required to keep nonconforming uses, structures, lots of record, signs, and other site features in a safe condition are permitted, provided the minor repair or maintenance does not extend, expand, or enlarge the nonconforming use, structure, lot of record, or sign. For the purposes of this Section, "minor repair or normal maintenance" shall mean:
 - a. Repairs that are necessary to maintain a nonconforming use, structure, lot of record, sign, or other site feature in a safe condition;

Article 7: Nonconformities**Sec. 17-7.2. Nonconforming Uses****(e) Change of Tenancy or Ownership**

- b. Repairs that are necessary to correct any damage or deterioration to the structural soundness or interior appearance of a structure without altering the structure;
 - c. Maintenance of land areas to protect against health hazards and promote the safety of surrounding uses; and
 - d. Repairs and maintenance of nonconforming signs, such as repainting and electrical repairs, whose costs do not exceed 25 percent of the replacement cost of the sign.
- (2) Ordinary repairs, including repair or replacement of nonbearing walls, fixtures, wiring, and plumbing, may be done on any building devoted in whole or in part to a nonconforming use, if:
- a. The cubic content of the building as it existed at the time the nonconformity was created by this Ordinance, or any amendment thereto, is not increased; and
 - b. A declaration of nonconforming use is filed with the Zoning Administrator prior to any work beginning.

(e) Change of Tenancy or Ownership

Changes of tenancy, ownership, or management of an existing nonconformity are permitted, and in such cases the nonconforming situation shall continue to be subject to the requirements of this Article.

Sec. 17-7.2 Nonconforming Uses**(a) General**

Nonconforming uses are declared generally incompatible with the permitted uses in the district in which they are located and with the provisions of this Ordinance. Nonconforming uses shall be subject to the standards in this Section.

(b) Reestablishment

- (1) Except in accordance with subsection (2) below, a nonconforming use shall not be reestablished after vacancy, abandonment, or discontinuance for any period of 12 consecutive months, not including time during which the structure where the use was located is reconstructed, provided, the timing requirements for reestablishment of a nonconforming structure in Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, shall apply.
- (2) Within the OV-5P, OV-ID, OV-NMC, or OV-CC district, a nonconforming use may be established after vacancy, abandonment, or discontinuance of a prior nonconforming use for an period of up to 36 consecutive months, if the Board of Zoning Appeals issues a Special Exception Permit in accordance with Sec. 17-7.2(c), Change of Use.

- (3) Where a nonconforming use has been replaced by a conforming use, the nonconforming use may not be reestablished at any time.

(c) Change of Use

A nonconforming use shall not be changed to any other nonconforming use unless the Board of Zoning Appeals approves a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, for the proposed nonconforming use after finding that the proposed nonconforming use is more in character with the uses permitted in the district than the use it replaces. In permitting the change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accordance with the purpose of this Article.

(d) Expansion and Enlargement

(1) Area Occupied by Nonconforming Use

A nonconforming use shall not be enlarged, expanded in area occupied, or intensified, except a nonconforming use may be enlarged into any area of the same structure in which it is located which was manifestly arranged or designed for such use prior to the date the use became a nonconformity, provided the use shall not be extended to occupy land outside the structure.

(2) Structure Devoted to Nonconforming Use

A structure devoted to a nonconforming use shall not be enlarged, extended, constructed, moved, or structurally altered except to change the use of the structure to a use permitted in the zoning district in which the structure is located.

(e) Temporary Nonconforming Uses

A Temporary Use Permit may be issued by the Zoning Administrator for an appropriate period of time not to exceed 12-month increments for nonconforming buildings, structures, or uses incidental to building construction or land development or deemed to be generally beneficial, provided that the owner of that temporary nonconforming use agrees to remove the temporary nonconforming use upon expiration of the Temporary Use Permit.

Sec. 17-7.3 Nonconforming Structures

(a) Enlargement

A nonconforming structure shall not be enlarged or expanded in a way that increases the degree of nonconformity. (For example, a structure that has a five-foot side yard setback where the Ordinance requires a ten-foot side yard setback cannot be enlarged so as to further encroach into the side yard setback.) Expansion of the structure in a way that complies with applicable dimensional standards or that decreases the degree of nonconformity is permitted.

Article 7: Nonconformities**Sec. 17-7.4. Nonconforming Lots of Record****(b) Reestablishment after Demolition, Damage, or Destruction****(b) Reestablishment after Demolition, Damage, or Destruction**

- (1)** A nonconforming structure shall not be reestablished as a nonconforming structure after demolition, damage, or destruction, except in accordance with subsection (2) below.
- (2)** A nonconforming structure that sustains damage exceeding 75 percent of the replacement cost of the structure at the time of damage shall not be rebuilt, altered, or repaired except in conformity with this Article, provided the rebuilding, alteration, or repair shall:
 - a.** Begin within six months from the time of damage; and
 - b.** Be completed within 12 months after the issuance of a building permit.

(c) Relocation

A nonconforming structure shall not be moved, in whole or in part, to another location on or off the parcel of land on which it is located, unless upon relocation it conforms to the requirements of this Ordinance.

(d) Conversion to Another Use

The use of a structure which is nonconforming due to its failure to comply with intensity and dimensional standards in Article 3: Zoning Districts, (e.g., height, setbacks, lot area, etc.) may be changed to a use that is permitted in the district in which the structure is located, if no further encroachment is made as defined by the intensity and dimensional standards in Article 3: Zoning Districts, (e.g., into required yards).

Sec. 17-7.4 Nonconforming Lots of Record

- (a)** In any zoning district in which single-family detached dwellings are permitted, notwithstanding limitations imposed by other provisions of this Article, a single-family detached dwelling and customary accessory buildings may be erected on any single lot that is depicted as a discrete tax parcel upon a tax map within the 1999 editions of the Richland County or Lexington County Real Property Tax Map compilations. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the zoning district, provided that yard dimensions and other requirements not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located.
- (b)** Conforming lots of record that are subject to governmental acquisition of part of the lot for a public purpose that results in the lot becoming nonconforming as to the dimensional standards of the zoning district in which it is located shall be determined conforming if:
 - (1)** The use is permitted, or any required Conditional Use Permit or Special Exception Permit is approved;

- (2) The development proposed complies with the dimensional standards of the applicable zoning district(s), to the maximum extent practicable;
- (3) The development complies with Article 5: Development Standards, to the maximum extent practicable;
- (4) The development complies with all other standards and requirements of this Ordinance; and
- (5) The development is designed and located in a way that is compatible with surrounding development.

Sec. 17-7.5 Nonconforming Signs

(a) General

- (1) Subject to the conditions set forth in this Section and Sec. 17-7.6, Nonconforming Site Features, a nonconforming sign may continue in operation and maintenance, provided a nonconforming sign shall not be:
 - a. Changed to or replaced with another nonconforming sign (this provision shall not prohibit a change in copy or graphics on the sign face of the sign);
 - b. Structurally altered so as to extend useful life;
 - c. Expanded;
 - d. Relocated, except in compliance with this Article; or
 - e. Reestablished after damage or destruction of more than 50 percent of the replacement value of the same type of sign at the time of such damage or destruction. Any damage to a nonconforming sign that is not repaired constitutes damage or destruction for purposes of this Subsection, and that damage shall be cumulative.
- (2) With the exception of Sec. 17-7.5(a)(1)e above, this Section shall not prevent repairing or restoring to a safe condition any part of a nonconforming sign or sign structure, or normal maintenance operations performed on a nonconforming sign or sign structure.

(b) Signs Made Nonconforming Due to Condemnation

When a sign is located on land condemned for road right-of-way acquisition, the following standards shall apply:

- (1) Any sign not located in and which does not overhang the land acquired for right-of-way may remain in place, subject to Sec. 17-7.5(a), General.
- (2) Any sign relocated off the new right-of-way for a state or federal highway shall, at a minimum, comply with state standards for such relocation.
- (3) Any sign relocated off the right-of-way acquired for a City street or for other purposes shall comply, to the maximum extent practicable, with the setbacks for signs established in this Ordinance.

Article 7: Nonconformities**Sec. 17-7.5. Nonconforming Signs****(c) Replacement of Nonconforming Outdoor Advertising Signage**

(c) Replacement of Nonconforming Outdoor Advertising Signage

- (1)** The total number of outdoor advertising signs within the City shall not exceed the total number of outdoor advertising signs existing on February 1, 2000, except in the event that unincorporated areas are annexed into the City. If an area is annexed after February 1, 2000, the total number of allowable outdoor advertising signs shall be increased by the number of outdoor advertising signs existing within the land area annexed on the effective date of annexation. The replacement of nonconforming outdoor advertising sign display surface area shall be in conformance with the following ratios:
 - a.** One square foot of new display surface area for each two square feet of existing nonconforming display surface area removed, where signage is removed for replacement anywhere except within the OV-OAS overlay district if the sign is adjacent to the interstate system and/or a freeway class highway; or
 - b.** Two square feet of new display surface area for each one square foot of existing nonconforming display surface area removed for replacement, if the sign is located within the OV-OAS overlay district and adjacent to the interstate system and/or a freeway class highway; or
 - c.** Three square feet of new display surface area for each one square foot of existing nonconforming display surface area removed from any sign having a sign face oriented toward a collector street (minor thoroughfare) that does not comply with Sec. 17-5.10(c)(6)b.4(iii), Required Buffers, where signage is removed for replacement within the OV-OAS overlay district and the replacement sign is adjacent to the interstate system and/or a freeway class highway.
- (2)** Outdoor advertising sign structures removed shall be dismantled and removed in their entirety. Applications for permits for replacement display area shall be submitted within 30 days of removal or else the display area is forfeited.
- (3)** The fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential base or planned development. For the purpose only of conversion to changeable copy on a sign adjacent to an interstate highway, spacing from any residential zoning district shall be measured across the interstate in a straight line to the residential district parcel line, and not the zoning district boundary line. The replacement of display surface area with changeable copy in accordance with this Subsection does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.

Sec. 17-7.6 Nonconforming Site Features

(a) General

- (1) This Section establishes a mechanism for increasing compliance of nonconforming site features with the standards in this Ordinance as part of the alteration or expansion of a structure on the site.
- (2) For purposes of this Article, the term “nonconforming site features” includes the following:
 - a. Nonconforming off-street parking (see Sec. 17-5.2);
 - b. Nonconforming landscaping (see Sec. 17-5.3); and
 - c. Nonconforming signs (see 0).
- (3) Notwithstanding any provision in this Section, any replacement of nonconforming outdoor advertising sign display surface area shall comply with Sec. 17-7.5(c), Replacement of Nonconforming Outdoor Advertising Signage.
- (4) An alteration, addition, or expansion of a building or structure in accordance with this section shall not increase the degree of nonconformity of a nonconforming site feature.

(b) Alterations of Buildings or Structures

- (1) If an application for a building permit is submitted for the alteration of a building or structure on a site that has one or more nonconforming site features, and if the cost of the proposed alteration, combined with all alterations of the same building or structure during the preceding five-year period, exceeds 25 percent of the recorded fair market value of the building or structure at the beginning of the five-year period, the applicant shall bring the nonconforming site features into compliance in accordance with Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations.

Article 7: Nonconformities
 Sec. 17-7.6. Nonconforming Site Features
 (b) Alterations of Buildings or Structures

TABLE 17-7.6(B): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR ALTERATIONS

EXTENT OF ALTERATION OF BUILDING OR STRUCTURE	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE		
	Landscaping	Parking	Signs
Cost of the alteration is less than 25 percent of the value of the building or structure [1][2]	None		
Cost of the alteration is 25 percent or more but less than 50 percent of the value of the building or structure [1][2]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance	Full compliance with all sign standards is required
Cost of the alteration is 50 percent or more but less than 75 percent of the value of the building or structure [1][2]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance, [3] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required		Full compliance with all sign standards is required
Cost of the alteration is 75 percent or more of the value of the building or structure [1][2]	Full compliance with all parking, landscaping, and sign standards is required		
NOTES:			
[1] The cost of the alteration consists of the cost of the proposed alteration combined with the cost of all alterations of the same building or structure during the preceding five-year period. Costs shall be as shown on the building permit application and shall include the costs of materials and labor.			
[2] The value of the building or structure shall be the fair market value of the building or structure at the beginning of the preceding five-year period.			
[3] For example, assume a site has 12 of 30 required parking spaces and the cost of remodeling is 50 percent of the value of the building. The number of additional parking spaces required would be determined by multiplying the total required (30 spaces) by 50 percent, or 15 spaces, bringing the number of parking spaces on the site to 27 (90 percent of the total required). If, instead of 12 spaces, the site initially had 20 spaces, only 10 additional parking spaces would be required, bringing the parking spaces on the site to 30 (100 percent of the total required).			

- (2) For purposes of this Subsection, the term “alteration of a building or structure” means any alteration, as defined in the Building Code, of a structure lawfully erected prior to [insert the effective date of this Ordinance], excluding any reestablishment of a nonconforming structure in accordance with Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, and any repair (other than an addition), as defined in the Building Code.

(c) Additions and Expansions

- (1) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming signs, as a part of the expansion, the applicant shall bring all nonconforming signs on the site into full compliance with the sign standards in this Ordinance (see 0).
- (2) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming site features, other than nonconforming signs, and if the increase in gross floor area, combined with all expansions of the building during the preceding five-year period, exceeds 15 percent of the total gross floor area of the building at the beginning of the five-year period, the applicant shall bring the nonconforming site features, other than nonconforming signs, into compliance in accordance with Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions.

TABLE 17-7.6(C): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR EXPANSIONS		
EXTENT OF BUILDING EXPANSION	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE	
	Landscaping	Parking
Less than 15 percent increase in gross floor area [1]	None	
Increase in gross floor area of 15 percent or more but less than 25 percent [1]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance
Increase in gross floor area of 25 percent or more but less than 50 percent [1]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance, [2] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required	
Increase in gross floor area of 50 percent or more [1]	Full compliance with all parking and landscaping standards is required	
NOTES:		
[1] The increase in gross floor area consists of the gross floor area of the proposed expansion combined with the gross floor area of all expansions of the same building during the preceding five-year period. Gross floor area of an expansion shall be as shown on the building permit application.		
[2] For example, assume a site requires a Type B transitional buffer yard, but the current buffer yard has a width of 10 feet and includes 6 shrubs and 5 caliper inches per 100 linear feet. Assume the expansion results in a 30 percent increase in the gross floor area. A compliant Type B transitional buffer yard could have a width of 20 feet, if it included 40 shrubs and 14 caliper inches per 100 linear feet. For the transitional buffer yard standard, one combination of additional width and plantings that would meet the requirements of this section would be an increase in width of 6 feet (20 feet x 30 percent), 12 shrubs (40 x 30 percent) and 4 caliper inches (14 X 30 percent) per linear foot. The result would be a transitional buffer that is 16 feet wide and contains 18 shrubs and 9 caliper inches per 100 linear feet.		

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Article 8: Enforcement

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ARTICLE 8: ENFORCEMENT

Sec. 17-8.1 Purpose

This article establishes procedures to ensure compliance with the provisions of this Ordinance and to obtain corrections for Ordinance violations. It also sets forth the remedies and penalties that apply to violations of this Ordinance. The provisions of this article are intended to encourage the voluntary correction of violations, where possible.

Sec. 17-8.2 Compliance Required

(a) General

Compliance with all the procedures, standards, and other provisions of this Ordinance is required by any person owning, developing, managing, using, or occupying land or structures in the City.

(b) Receipt of Development Approval or Permit Required

All persons shall obtain all development approvals and permits required by this Ordinance prior to development.

(c) Development Approval or Permit Only Authorizes Development Approved

Permits or development approvals issued by a decision-making body or person authorize only the use, arrangement, location, design, density or intensity, and development set forth in such development approvals or permits.

Sec. 17-8.3 Violations

(a) General

Any failure to comply with this Ordinance, or the terms or conditions of any development approval, permit, or other authorization granted in accordance with this Ordinance shall constitute a violation of this Ordinance as provided in this article.

(b) Specific Violations

It shall be a violation of this Ordinance to undertake any development contrary to the provisions of this Ordinance, including but not limited to any of the following:

- a. Develop land or a structure without first obtaining all appropriate development approvals and permits.
- b. Develop land or a structure without complying with the terms or conditions of all development approvals and permits required to engage in development.
- c. Occupy or use land or a structure without first obtaining all appropriate development approvals and permits.

Article 8: Enforcement**Sec. 17-8.3. Violations****(b) Specific Violations**

- d.** Occupy or use land or a structure in violation of the terms or conditions of the development approvals or permits.
- e.** Subdivide land without first obtaining the appropriate development approvals or permits required to engage in subdivision.
- f.** Subdivide land without complying with the terms or conditions of the development approvals or permits required to engage in development.
- g.** Transfer title to any newly created lots or parts of a development unless the development plan or subdivision has received all development approvals or permits required under this Ordinance and an approved plan or plat, if required, has been filed in the appropriate County office.
- h.** Submit for recording with a County office any subdivision plat or other development plan that has not been approved in accordance with the requirements of this Ordinance.
- i.** Excavate, grade, cut, clear, or undertake any land disturbing activity without first obtaining the appropriate development approvals and permits, and complying with their terms and conditions.
- j.** Remove existing trees or other landscaping from a site or parcel of land without first obtaining the appropriate development approvals and permits, and complying with their terms and conditions, or fail to maintain trees or other landscaping as required by this Ordinance.
- k.** Install, create, erect, alter, or maintain any sign without first obtaining the appropriate development approvals and permits, and complying with their terms and conditions.
- l.** Fail to remove any sign installed, created, erected, or maintained in violation of this Ordinance, or for which the permit has lapsed.
- m.** Create, expand, replace, or change any nonconformity except in compliance with this Ordinance.
- n.** Reduce or diminish the requirements for development, design, or dimensional standards below the minimum required by this Ordinance.
- o.** Increase the intensity or density of development, except in accordance with the standards of this Ordinance.
- p.** Through any act or omission, fail to comply with any other provisions, procedures, or standards as required by this Ordinance.
- q.** Through any act or omission, violate any term, condition of approval, or qualification placed by a decision-making body or person on a development approval or permit.
- r.** Violate any lawful order issued by any decision-making body or person in accordance with this Ordinance.

- s. Obtain a development approval or permit through false or misleading information.
- t. Obscure or obstruct a notice required to be posted or otherwise given in accordance with this Ordinance.

Sec. 17-8.4 Responsible Persons

Any person who violates this Ordinance shall be subject to the remedies and penalties set forth in this article.

Sec. 17-8.5 Enforcement Generally

(a) Responsibility for Enforcement

- (1) The Zoning Administrator (abbreviated “ZA” in this Ordinance) shall be responsible for enforcing all provisions of this Ordinance that are not enforced by the Land Development Administrator in accordance with subsection (2) below.
- (2) The Land Development Administrator (abbreviated “LDA” in this Ordinance) shall be responsible for enforcing Land Development (Subdivision) Standards, of this Ordinance.

(b) Enforcement Procedure

(1) Notice of Violation

- a. If the ZA or LDA, as appropriate, finds that a provision of this Ordinance for which the ZA or LDA is responsible for enforcing is being or has been violated, the ZA or LDA, as applicable, shall deliver to the person that is the source of the violation, a written notice of violation that states the nature of the violation(s) and orders the action(s) necessary to correct it, including, but not limited to, discontinuance of illegal use of land, buildings or structures; removal of illegal buildings or structures or of additions, alterations or structural changes thereto; or discontinuance of illegal work being done. Such notification shall state a time period within which the ordered action must be completed.
- b. If no one is present to accept the notice of violation, or if acceptance of the notification is refused, the ZA or LDA, as applicable, shall post the notice on a primary entrance to a principal building on the site of the violation. If the land is unimproved, the notice should be posted visibly on the subject property.
- c. The ZA or LDA, as applicable, shall mail by certified mail, return receipt requested, a written notice containing the same information as the notice delivered or posted on the land, to the record owner of the land subject to the violation, or the record owner's authorized agent, and to any other person responsible for the violation.

Article 8: Enforcement**Sec. 17-8.6. Remedies and Penalties****(a) General**

- d. If a violation is not corrected within the period of time stated in the notice of violation in accordance with subsection a above, the ZA or LDA, as applicable, shall take appropriate action, in accordance with Sec. 17-8.6, Remedies and Penalties, to ensure compliance with, or to prevent violation of, this Ordinance.

(2) Complaints Regarding Violations

Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a verbal complaint, stating fully the causes and basis of the alleged violation, with the ZA or LDA, in accordance with Sec. 17-8.5(a), Responsibility for Enforcement. The ZA or LDA, as applicable, shall promptly investigate the complaint and take action to correct or abate any violation, in accordance with this subsection.

(3) Inspections to Ensure Compliance

Upon presentation of proper credentials, the ZA or LDA, as applicable, may enter upon land or inspect any structure to ensure compliance with the provisions of this Ordinance. These inspections shall be carried out during normal business hours unless the ZA or LDA, as applicable, determines there is an emergency necessitating inspections at another time.

Sec. 17-8.6 Remedies and Penalties**(a) General**

- (1) The remedies provided for violations of this Ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.
- (2) Each day of continued violation of this Ordinance shall be considered a separate violation for purposes of computing cumulative civil or criminal penalties.
- (3) An owner, tenant, or occupant of the land or structure that is in violation of this Ordinance, and any other person who participates in, assists, directs, creates, or maintains a situation that constitutes an Ordinance violation, including but not limited to an architect, engineer, builder, contractor, or agent, may each be found guilty of a separate offense and suffer the penalties provided in this subsection.

(b) Remedies Available to City

On behalf of the City, the ZA or LDA, in accordance with Sec. 17-8.5(a), Responsibility for Enforcement, may take any one or more of the following actions as a remedy for any violation of this Ordinance:

- a. Withhold any pending or subsequent development approvals or permits required by this Ordinance;

- b. Issue stop work orders against any work undertaken by any person not having a proper development approval or permit required by this Ordinance;
- c. Issue stop work orders against any actions taken in violation of this Ordinance;
- d. Revoke a development approval or permit if:
 - 1. There is a failure to comply with the approved development approval, permit, plans, specifications, or terms or conditions required under the development approval or permit;
 - 2. The development approval or permit was procured by false representation; or
 - 3. The development approval or permit was issued in error;
- e. Bring an action for an injunction (or, in appropriate cases, for mandamus) to prevent the violation or to prevent the occupancy or use of any site or structure involved in the violation;
- f. Bring an action for injunction or mandamus to abate a violation;
- g. Prosecute the violation as a misdemeanor; or
- h. Take any other action at law or in equity to prevent or remedy any violation, or otherwise enforce the provisions of this Ordinance.

(c) Penalties

- (1) Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and shall be subject to Sec. 1-5 of the Code of Ordinances.
- (2) Nothing contained in this subsection shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

(d) Additional Remedies Available for Sign Violations

In addition to the remedies and penalties in subsections (b) and (c) of this section, the following provisions apply to signs that are in violation of this Ordinance:

(1) Impoundment

- a. In addition to other remedies identified in this article, the ZA shall have the authority to remove and impound:
 - 1. Any prohibited sign identified in Sec. 17-5.10(b)(4), Prohibited Signs, without notice to the owner; and
 - 2. Any sign that is installed or used in any way that does not comply with the requirements of this Ordinance, provided that notice is given as set forth in Sec. 17-8.5(b)(1), Notice of Violation, and no action to correct the violation is taken by the owner within the specified period of time.

Article 8: Enforcement

Sec. 17-8.6. Remedies and Penalties

(e) Additional Remedy for Tree Protection Violation

- b. The owner of an impounded sign or sign structure may recover the impounded sign or sign structure upon the payment of \$50.00 for each sign, plus the costs of removal. If the sign or sign structure is not claimed within ten days after the date of impoundment, the ZA is authorized to dispose of the sign or sign structure without compensation to the owner.

(2) Posting of Violation Sticker

The ZA may post the sign with a sticker indicating that the sign is in violation of this Ordinance, which shall not be removed by anyone other than the ZA.

(e) Additional Remedy for Tree Protection Violation

Where a protected tree is removed without prior approval of a Tree Removal Permit, the City may require the planting of replacement trees in accordance with Sec. 17-5.4(c)(11), Replacement/Mitigation of Protected Trees.

(f) Private Civil Relief

An adjacent or neighboring landowner who would be specially damaged by any violation of this Ordinance may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure or land. This is in addition to the right of the City to bring an enforcement action.

Article 9: Definitions and Rules of Measurement

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ARTICLE 9: DEFINITIONS AND RULES OF MEASUREMENT

Sec. 17-9.1 General Rules for Construction and Interpretation

The rules in this section shall apply for construing or interpreting the terms and provisions of this Ordinance.

(a) Meanings and Intent

All provisions, terms, phrases, and expressions contained in this Ordinance shall be interpreted in accordance with the general purposes set forth in Sec. 17-1.3, General Purpose and Intent, and the specific purpose statements set forth throughout this Ordinance. When a specific section of these regulations gives a different meaning than the general definition provided in this article, the specific section's meaning and application of the term shall control.

(b) Headings, Illustrations, and Text

In the event of a conflict or inconsistency between the text of this Ordinance and any heading, caption, figure, illustration, table, or map, the text shall control. Graphics and other illustrations are provided for informational purposes only and should not be relied upon as a complete and accurate description of all applicable regulations or requirements.

(c) Lists and Examples

Unless otherwise specifically indicated, lists of items or examples that use terms like "for example," "including," and "such as," or similar language are intended to provide examples and are not exhaustive lists of all possibilities.

(d) Computation of Time

- (1) The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action shall be the day subsequent that is not a Saturday, Sunday, or holiday observed by the City. References to days are calendar days unless otherwise stated.
- (2) Whenever a person has the right or is required to do some act within a prescribed period of time following the service of a notice or other document through mailed delivery, three days shall be added to the prescribed period.

(e) References to Other Regulations/Publications

Whenever reference is made to a resolution, ordinance, statute, regulation, or document, it shall mean a reference to the most recent edition of such regulation, resolution, ordinance, statute, regulation, or document, unless otherwise specifically stated.

Article 9: Definitions and Rules of Measurement**Sec. 17-9.1. General Rules for Construction and Interpretation****(f) Delegation of Authority****(f) Delegation of Authority**

- (1)** Any act authorized by this Ordinance to be carried out by the ZA may be delegated by the ZA to a professional-level City employee.
- (2)** Any act authorized by this Ordinance to be carried out by the LDA may be delegated by the LDA to a professional-level City employee.

(g) Public Officials and Agencies

All public officials, bodies, and agencies to which references are made are those of the City of Columbia, South Carolina, unless otherwise indicated.

(h) Mandatory and Discretionary Terms

The words "shall," "must," "should" and "will" are mandatory, establishing an obligation or duty to comply with the particular provision. The word "may" is permissive.

(i) Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

- a.** "And" indicates that all connected items, conditions, provisions or events apply; and
- b.** "Or" indicates that one or more of the connected items, conditions, provisions, or events apply.

(j) Tenses and Plurals

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

(k) Term Not Defined

If a term used in this Ordinance is not defined in this Ordinance, the ZA is authorized to interpret its meaning in accordance with Sec. 17-2.5(w), Interpretation – Zoning, unless the term is found exclusively in Land Development (Subdivision) Standards, in which case the LDA is authorized to interpret the meaning of the term in accordance with Sec. 17-2.5(x), Interpretation – Land Development (Subdivision). Such interpreted meaning shall be based upon the definitions used in accepted sources—including, but not limited to, A Planners Dictionary, A Glossary of Zoning, Development, and Planning Terms, and A Survey of Zoning Definitions (all published by the American Planning Association), as well as general dictionaries such as Merriam-Webster, American Heritage, Webster's New World, and New Oxford American dictionaries.

Sec. 17-9.2 Rules of Measurement

(a) Measurement

Intensity and dimensional standards shall be measured in accordance with this subsection.

(1) Lot Area

Lot area shall be determined by measuring the total horizontal land area (in acres or square feet) within the lot lines of the lot, excluding public street rights-of-way and private street easements. For purposes of determining density or lot coverage, any part of the net lot area dedicated as recreation area, park, greenway, or other public open space in conjunction with or part of development approval in accordance with this Ordinance shall continue to be considered part of the lot area of the development site.

(2) Lot Coverage

Lot coverage (expressed as a percentage of lot area) shall be determined by measuring the total horizontal land area (in acres or square feet) covered by all structures on the lot, dividing that coverage area by the lot area, and multiplying the result by 100.

(3) Lot Width

- a. Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard.
- b. The width between side lot lines where they intersect with the street line shall not be less than 80 percent of the minimum lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

(4) Lot Depth

Lot depth shall be determined by measuring the distance from the center of the street frontage to the opposite property line.

(5) Density (Dwelling Units per Acre)

- a. Density (expressed as dwelling units per acre) shall be determined by dividing the total number of dwelling units located or proposed on a lot by the lot area. If lot area is measured in square feet, that result shall be multiplied by 43,560. For purposes of determining maximum net density, an accessory dwelling unit shall not count as a dwelling unit.
- b. Prior to calculating density the applicant shall deduct 10 percent of the buildable land for right of way dedication and all unbuildable land.
- c. Maximum density standards apply only to development comprised of dwelling uses (e.g., household living uses). For a mixed-use development containing dwelling units and nonresidential principal uses, net density

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(a) Measurement

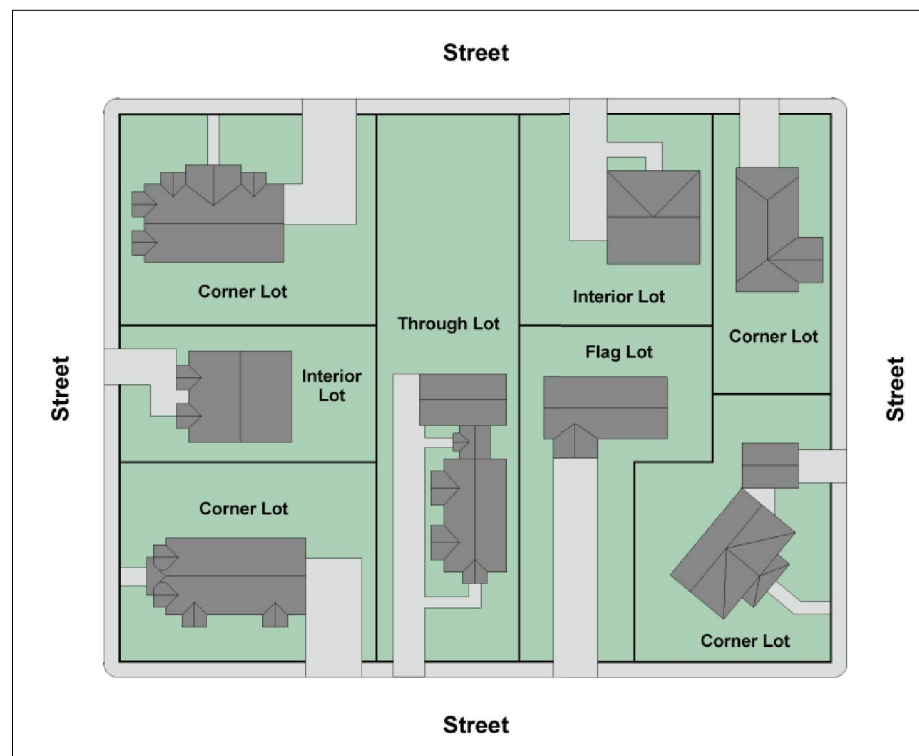
shall be determined by dividing the total number of dwelling units located or proposed on the lot by that portion of the net lot area allocated to the dwelling uses (and not allocated to nonresidential or non-dwelling uses).

(6) Setbacks

a. General

1. The area defined by a minimum setback is a required front, side, or rear yard (as appropriate). Allowable encroachments into required yards shall be ignored when measuring setbacks (see Sec. 17-9.2(b)(4), Allowable Encroachments into Required Yards).
2. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis, taking into account any allowed reduction in accordance with Sec. 17-9.2(b)(2), Reduction of Minimum Setback Requirements to Block Face Average. Interior lots, corner lots, and through lots (see Figure 17-9.2(b)(6)b: Examples of Lot Types) are defined in Sec. 17-9.4, Definitions.

Figure 17-9.2(b)(6)b: Examples of Lot Types



b. Front Yard

A front yard shall be measured at right angles to a straight line joining the foremost points of the side lot lines, or, in the case of a corner lot, the foremost points of a side lot line and a front lot line, on any frontage. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without that rounding. Front and rear lines of a required front yard shall be parallel.

c. Side Yard

A side yard shall be measured at right angles to a straight line joining the ends of the front and rear lot lines on the same side of the lot. The inner side yard line of a required side yard shall be parallel to the straight line so established. In the case of through lots, side yards shall extend from the rear lines of the required front yards. In the case of corner lots, the yards remaining after front yards have been established shall be considered to be the side yards.

d. Rear Yard

A rear yard shall be measured at right angles to a straight line joining the rearmost points of the side lot lines. The forward rear yard line of a required rear yard shall be parallel to the straight lines so established.

(7) Building Height

The height of a building shall be determined by measuring from the average finished ground elevation at the base of the structure to the highest point of the roof of the structure.

(b) Exceptions and Variations**(1) Reduction of Minimum Lot Area or Width to Block Face Average**

If the average area or width of existing lots located on the same block face and in the same zoning district is less than the minimum lot area or minimum lot width, as appropriate, applied to a lot by the standards in Article 3: Zoning Districts, the minimum lot area or minimum lot width, as appropriate, applicable to the lot shall be reduced to such average.

(2) Reduction of Minimum Setback Requirements to Block Face Average

If the average front yard, side yard, or rear yard on improved yards located on the same block face and in the same zoning district is less than the minimum required front yard, side yard, or rear yard, as appropriate, applied to a lot by the standards in Article 3: Zoning Districts, the minimum required front yard, side yard, or rear yard, as appropriate, applicable to the lot shall be reduced to such average.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(b) Exceptions and Variations

(3) Exceptions to Maximum Structure or Building Height

The maximum building or structure height limits established shall not apply to the structures or structural elements identified below.

- a. Monuments, water towers, silos, granaries, barns, utility transmission towers, cooling towers, fire towers, and other similar structures not intended for human occupancy.
- b. Spires, belfries, cupolas, domes, chimneys, elevator housings, water tanks, ventilators, skylights, mechanical equipment and appurtenances, and similar rooftop structures or structural elements not intended for human occupancy, provided they:
 - 1. Cover not more than 25 percent of the roof area of the structure to which they are attached; and
 - 2. Comply with applicable screening standards for mechanical equipment and appurtenances in Article 5: Development standards;
- c. Antennas, provided they comply with height limits established for the specific use in Article 4: Use Regulations;
- d. Roof-mounted small-scale solar energy collection systems, in accordance with standards in Sec. 17-4.3(d)(9), Solar Energy Conversion System (small scale).
- e. Small-scale wind energy conversion systems, provided, the maximum height of the system (including any tower and extended blades) shall be the maximum height allowed in the zoning district plus 60 feet.

(4) Allowable Encroachments into Required Yards or Rights-of-Way

Every part of every required yard shall remain unoccupied and unobstructed by a structure or portion of a structure above 48 inches above the finished grade level of the ground, except as otherwise allowed in Table 17-9.3(b), Allowable Encroachments into Required Yards or Rights-of-Way, or allowed or limited elsewhere in this Ordinance (see Figure 17-9.2(b)(2): Examples of Allowed Encroachments into Required Yards).

TABLE 17-9.3(B): ALLOWABLE ENCROACHMENTS INTO REQUIRED YARDS OR RIGHTS-OF-WAY	
FEATURE	EXTENT AND LIMITATIONS OF ENCROACHMENT
ENCROACHMENT INTO REQUIRED YARDS	
Required screening	May encroach into any required minimum yard.
Steps, open porches without roofs	May extend into any required minimum yard within three feet of an adjoining property line.
Eaves, cornices, gutters, chimneys and other minor architectural features	May extend up to 18 inches from the main portion of a building into any required minimum yard.
Awnings, canopies, and marquees	May encroach into any required minimum yard.

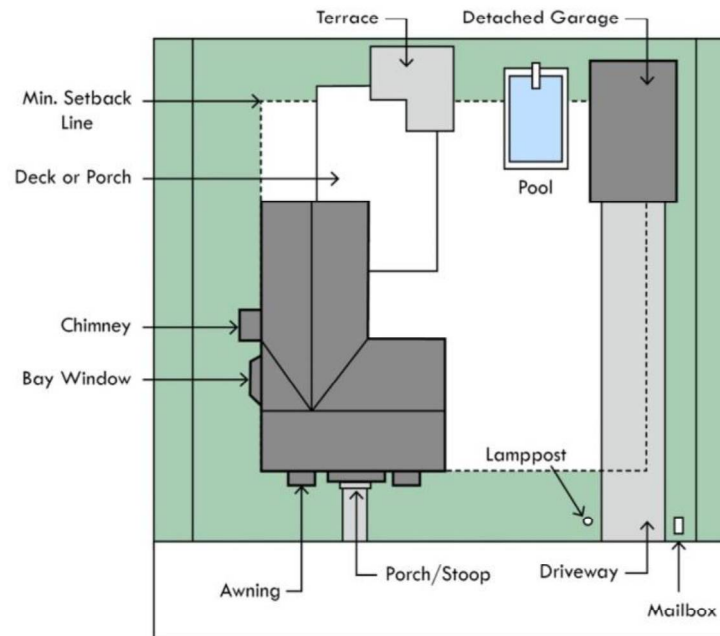
Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(b) Exceptions and Variations

TABLE 17-9.3(B): ALLOWABLE ENCROACHMENTS INTO REQUIRED YARDS OR RIGHTS-OF-WAY

FEATURE	EXTENT AND LIMITATIONS OF ENCROACHMENT
Open balconies and fire escapes	May extend up to five feet into any required minimum yard.
Bay windows	May extend up to three feet into any required minimum yard if no more than nine feet wide.
Fences and walls	May extend into or be located in any required minimum yard in accordance with Sec. 17-5.8, Fences and Walls.
Signs, projecting, free-standing, or attached to an awning, canopy, or marquee	May extend into or be located in any required minimum yard in accordance with Sec. 17-5.10, Signs.
Flagpole	May be located in any required yard if less than 20 feet high, set back from side and rear lot lines by at least ten feet, and set back from abutting street rights-of-way by a distance equal to the flagpole height.
Lighting fixtures, projecting or free-standing (including lampposts)	May be located in any required minimum yard.
Accessory structures other than those listed above	May be located in a required minimum side or rear yard if allowed in Sec. 17-4.3, Accessory Uses and Structures.
ENCROACHMENT INTO RIGHT-OF-WAY	
Awnings, canopies, and marquees	May project over the public rights-of-way subject to the following regulations: (1) Shall not extend more than two-thirds of the distance from the building to closer of the curblin or the edge of the street surface; (2) Shall not project closer than 12 inches from the closer of curb line or street edge; (3) Shall not be less than eight feet above the surface of the right-of-way, except that the free-hanging valance of an awning or canopy may extend to seven feet; and (4) Prior to the issuance of a permit, the owner/operator shall place on file with the city clerk a proof of continuous general liability insurance naming the city as an additional insured in an amount not less than \$600,000.00 per occurrence for personal injury and property damage.
Signs on awnings, canopies, and marquees and projecting signs	May project over the public rights-of-way in accordance with Sec. 17-5.10, Signs.

Article 9: Definitions and Rules of Measurement**Sec. 17-9.3. Use Classification and Interpretation****(a) Principal Use Classification System****Figure 17-9.2(b)(2): Examples of Allowed Encroachments into Required Yards****Sec. 17-9.3 Use Classification and Interpretation****(a) Principal Use Classification System****(1) Purpose**

This subsection is intended to provide a systematic framework for identifying, describing, categorizing, consolidating, and distinguishing land uses in a way that makes it easier to determine whether a particular use, activity, or combination of activities should be considered a form or example of a use listed as an allowable principal use in the use tables in Sec. 17-4.2(b), Principal Use Table, or is subject to other use-specific provisions in this Ordinance. This subsection is also intended to guide interpretations of how a particular unlisted use should be categorized and to address future additions to the use tables.

(2) Structure of Principal Use Classification System

The following three-tiered hierarchy of use classifications, use categories, and use types is used to organize allowable uses listed in Sec. 17-4.2(b), Principal Use Table, and the use-specific standards set out in Sec. 17-4.2(c), Standards for Specific Principal Uses.

a. Use Classifications

Use Classifications are very broad and general (e.g., Residential Uses, Commercial Uses, and Industrial Uses).

b. Use Categories

1. Use Categories represent major subgroups of the use classifications that have common functional, product, or physical characteristics, such as the type and amount of activity, type of occupants or users/customers, or operational characteristics. For example, the Commercial Uses classification is divided into multiple use categories, including Retail Sales Uses and Eating and Drinking Establishment Uses.
2. Each use category is described in terms of the common characteristics of included uses (including common or typical accessory uses), examples of common use types included in the category, and, for a number of use categories, exceptions—i.e., those uses that might appear to fall within the use category, but are included in another use category.

c. Use Types

Use Types identify specific principal land uses whose characteristics are considered to fall within the various use categories. For example, arboretum or botanical garden, cemetery, and park or greenway are use types within the Parks and Open Space Use Category. Each use type is defined in this Section. While the Residential and Public, Civic, and Institutional use classifications tend to include relatively specific and well-defined use types, the Commercial and Industrial use classifications tend to include broader use types, reflecting the wider range and ever-growing variety of commercial and industrial uses existing in the community.

(3) Residential Uses Classification**a. Household Living Uses**

The Household Living Uses category includes use types providing for the residential occupancy of a dwelling unit by a single family. Tenancy is generally arranged on a month-to-month or longer basis. Use types include: live-work dwelling, mixed-use dwelling, multifamily dwelling, single-family detached dwelling, townhouse dwelling, two-family dwelling, and mobile home park. This use category does not include residential use types that generally involve some level of managed personal care for a larger number of residents (e.g., continuing care retirement community or residential care facility), which are categorized as Group Living Uses category. Accessory uses common to Household Living Uses include recreational activities, raising of domestic pets, hobbies, swimming pools, and parking of the occupants' vehicles. Some accessory uses (e.g., home occupations and accessory dwelling units) are subject to additional regulations (see Sec. 17-4.3, Accessory Uses and Structures).

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Sec. 17-9.3. Use Classification and Interpretation

(a) Principal Use Classification System

1. Dwelling, live-work

A building or portion of a building combining a dwelling unit with an integrated work space principally used by one or more of the dwelling unit residents.

2. Dwelling, mixed-use

A building containing at least one dwelling unit and having its street-level frontage used exclusively for non-residential purposes, such as retail, office, or service related establishments.

3. Dwelling, multifamily

A building containing three or more dwelling units, with each unit sharing common vertical walls and/or horizontal floors and ceilings with another dwelling unit. For the purposes of this Ordinance, "multifamily dwelling" includes apartments, tenements, condominiums, cooperatives and similar types of structures, but not townhouse dwellings.

4. Dwelling, single-family detached

A building containing exactly one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

5. Dwelling, townhouse

Three or more single-family dwelling units, each with its own outside entrance, which share a common exterior wall and are joined together by fire resistive party walls extending at least from the lowest floor level to the roof. Triplexes and quadraplexes are included in this definition.

6. Dwelling, two-family

A building, commonly known as a "duplex," that contains exactly two dwelling units and is not physically attached to any other principal structure.

7. Mobile home park

A lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

b. Group Living Uses

The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who typically do not constitute a single family (but not always) and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without cooking and eating facilities (even though some do

have such facilities), but unlike a hotel or motel, are generally occupied on a monthly or longer basis. Use types include: continuing care retirement community, private dormitory, public dormitory, fraternity or sorority house, residential care facility, and rooming house or boardinghouse. Although continuing care retirement communities include household living uses (e.g., dwellings) and health care uses (e.g., nursing homes), they are categorized as a group living use because of their focus on the present or future provision of personal care to senior citizens and their integration of various uses as a single cohesive development. This use category does not include use types where persons generally occupy living units for periods of less than 30 days (e.g., hotel or motel), which are categorized in the Visitor Accommodations Uses category. It also does not include use types where residents or inpatients are routinely provided more than modest health care services (e.g., nursing care facility), which are categorized in the Health Care Uses category. Accessory uses common to group living uses include recreational facilities, administrative offices, and food preparation and dining facilities.

1. Continuing care retirement community (CCRC)

An age-restricted development that provides a continuum of accommodations and care, from independent living to convalescence care and long-term skilled nursing care, and enters into contracts to provide lifelong care. A CCRC typically includes a full range of living arrangements from independent living, congregate housing, residential care and skilled nursing and sometimes hospice care. CCRCs provide a range of ancillary facilities and services such as health care, meals with common dining facilities, physical therapy, education, recreation, and other social and cultural activities.

2. Dormitory, private

A building not owned or operated by a college or university that contains bedrooms for students attending a college or university. Each bedroom shall have an individual private bathroom with a bath or shower. Bedrooms may be arranged around a common area with a kitchen which is shared by students renting the bedrooms, or along a hall which provides access to a common kitchen space. Bedrooms shall be rented to the student on an annual basis or for an academic semester or summer term. Accessory uses may include fitness facilities, pools, parking areas, and similar facilities.

3. Dormitory, public

A building or part of a building operated by a college or university containing rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living and sleeping.

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4. Fraternity or sorority house

A building used by a college or university fraternity or sorority as a principal place of residence for its members.

5. Residential care facility

A facility where accommodation, board, and personal assistance in feeding, dressing or other essential daily living activities are provided for a period exceeding 24 consecutive hours to two or more individuals who are not related to the administrator or owner of the facility within the third degree of consanguinity and who, by reason of age or physical or mental infirmity, are unable to care sufficiently or properly for themselves or manage their own affairs but do not require the daily services of a registered or licensed practical nurse. A community residential care facility includes any chemical abuse residential treatment facility, such as a halfway house, and other facilities providing inpatient or detoxification services. For purposes of this Ordinance, "residential care facility" does not include a home serving nine or fewer mentally or physically handicapped persons, if the home provides care on a twenty-four hour basis and is approved or licensed by a State agency or department or under contract with the agency or department for that purpose.

6. Rooming house or boardinghouse

A dwelling that is not a hotel or motel or bed and breakfast, in which more than three but less than ten rooms for living and sleeping but not for cooking or eating purposes are provided to persons who are not members of the owner's or operator's family, for compensation. Meals may or may not be provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

(4) Public, Civic, and Institutional Uses Classification**a. Communication Uses**

The Communication Uses category includes uses and facilities providing regional or community-wide communications services, such as wireless communications and radio and television broadcasting, and newspaper or magazine publishing. Services may be publicly or privately provided and may include on-site personnel. Use types include: broadcasting studio, newspaper or periodical publishing establishment, and wireless telecommunication facility. Accessory uses may include offices, monitoring, storage areas, or data transmission equipment.

1. Broadcasting studio

Commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings.

2. Newspaper or periodical publishing establishment

An establishment primarily involved in carrying out operations necessary for producing and distributing newspapers, including gathering news; writing news columns, feature stories, and editorials; selling and preparing advertisements; and publishing of newspapers in print or electronic form. Not included are establishments primarily engaged in printing publications without publishing (categorized as manufacturing and production uses) or education or membership organizations incidentally engaged in publishing magazines or newsletters for distribution to their membership.

3. Wireless communication facility

The principal use that consists of a wireless communication antenna, support structure, and/or an equipment building or cabinet, also commonly known as a cell tower.

(i) Wireless Communication Antenna

Any components of a wireless communication facility that directly radiate and/or receive any signal related to AM, FM, two-way, private, and commercial-free radio services; to television services; to telephone, pager, and beeper services; and to data or internet services.

(ii) Equipment Building or Cabinet

An accessory structure that contains equipment necessary for the proper operation of wireless communication antenna.

(iii) Support Structure

A structure that supports wireless communication antenna and/or an equipment building or cabinet including but not limited to an existing structure, guy-wire communication tower, lattice communication tower, a monopole communication tower, and stealth wireless communication facility.

b. Community Service Uses

The Community Service Uses category includes use types of a public, nonprofit, or charitable nature providing a local service (e.g., child care, cultural, recreational, counseling, training, religious) directly to people of the community or performing a specialized government function. Generally, such uses provide ongoing continued service on-site or have employees at the site on a regular basis. The category does not include uses with a residential component. Use types include: community recreation center, correctional facility, cultural facility, day care facility, government office, library, membership organization facility, place of worship, public safety facility, social services facility, and zoo. This use category does not include private or commercial health clubs or recreational facilities (categorized in the Recreation/Entertainment Uses category), or counseling in an office setting (categorized in the Office Use

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category), or passenger terminals for surface transportation services (categorized in the Transportation Uses category). Accessory uses may include offices, meeting areas, food preparation and dining areas, health and therapy areas, and indoor and outdoor recreation facilities.

1. **Community recreation center**

A place, building, area, or other facility used for providing social and recreation programs. The facility may be private or the facility may be open to the general public and designed to accommodate and serve significant segments of the community.

2. **Correctional facility**

A publicly or privately operated facility to house persons awaiting trial or persons serving a sentence after being found guilty of committing a crime.

3. **Cultural facility**

A facility for displaying or preserving objects of interest, or providing facilities for one or more of the arts or sciences, to the public (e.g. museum).

4. **Day care facility**

A state licensed, registered or approved facility which provides care, supervision or guidance for any person who is not related by blood, marriage or adoption to the owner or operator of such a facility, whether or not the facility is operated for profit and whether or not the facility makes a charge for services offered by it. This definition includes but is not limited to day nurseries, nursery schools, pre-kindergarten programs, day care centers, group day care homes and family day care homes. For purposes of this Ordinance, "day care facility" does not include:

- (i) Any education facility, whether private or public, which operates solely for educational purposes for grades kindergarten or above.
- (ii) Facilities operated in connection with a shopping center, industrial or office building or service, or other facility, where the same children are cared for while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and immediately available.
- (iii) Summer resident or day camps.
- (iv) Bible schools normally conducted during vacation periods.

5. **Government office**

A facility used for the conduct of business of a unit of government. For purposes of this Ordinance, "government offices" includes offices of City, County, State and federal government agencies that provide

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administrative and/or direct services to the public, executive offices, legislative offices, and courts.

6. Library

A facility for the use, but not sale, of literary, historical, scientific, musical, artistic, or other reference materials. Accessory uses include offices and storage facilities used by staff and meeting rooms.

7. Membership organization facility

A facility, not open to the general public, operated by a membership-based organization for civic, social, cultural, religious, literary, political, or like activities, for the benefit of the organization's members and not primarily for profit or to render a service that is customarily carried on as a business.

8. Place of worship

A building, or portion thereof, where people regularly assemble to conduct religious worship, ceremonies, rituals, and related education. The structure and its accessory buildings and uses shall be maintained and controlled by a religious body or organization. Places of worship include chapels, churches, synagogues, mosques, shrines, tabernacles, temples, and other similar religious places of assembly. Accessory uses may include administrative offices, classrooms, meeting rooms, schools, day care facilities, cooking and eating facilities, cemeteries, other accessory uses customary to the operation of a religious institution, and a dwelling for persons who regularly participate in the operation of the place of worship.

9. Public safety facility

A police station, fire station, or emergency medical service facility.

10. Social services facility

A facility where social or welfare services are provided to those in need, for no fee or compensation, or at a fee recognized as being significantly less than charged by profit-making organizations. Services may include but are not limited to information and referral services, counselling, skill development, aid through the provision of food or clothing, life skill and personal development programs, alcohol, drug, or substance abuse counselling center, and drop-in or activity space.

11. Zoo

A facility, indoor or outdoor, where animals are kept for viewing by the public. Accessory uses may include office, retail, and other commercial uses commonly established in such facilities and related parking structures.

c. Education Uses

The Education Uses category includes use types such as public schools and private schools (including charter schools) at the elementary, middle, or

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high school level that provide state-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning, such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at schools may include offices, play areas, recreation and sport facilities, cafeterias, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities may include offices, dormitories, food service, laboratories, health care facilities, recreation and sports facilities, theaters, auditoriums, arenas, sports stadiums, meeting areas, maintenance facilities, and supporting commercial uses (e.g., eating establishments, bookstores).

1. College or university

An institution authorized to provide post-secondary courses of study and grant degrees, certificates, and/or diplomas.

2. Elementary, middle, or high school

A public or private institution that satisfies the compulsory education laws of the State of South Carolina for kindergarten through grade 12, or some combination of those included years.

3. School, business or trade

An establishment, other than a college or university, that provides specialized on-site training and education beyond the high school level, principally in business, commercial, or trade skills, that does not provide lodging or dwelling units for students or faculty, and that has programs that typically result in the awarding of a certificate.

d. Health Care Uses

The Health Care Uses category includes use types providing a variety of health care services, including surgical or other intensive care and treatment, various types of medical treatment, nursing care, preventative care, diagnostic and laboratory services, and physical therapy. Care may be provided on an inpatient, overnight, or outpatient basis. Use types include: hospital, medical or dental clinic/office, medical or dental laboratory, and nursing care facility. This use category does not include community residential care facilities, which focus on providing personal care rather than medical care to residents, and are categorized in the Group Living Uses category. Accessory uses may include food preparation and dining facilities, recreation areas, offices, meeting rooms, teaching facilities, maintenance facilities, staff residences, and limited accommodations for members of patients' families.

1. Hospital

An institution receiving inpatients and outpatients, that renders medical care on a 24-hours-per-day basis. The use includes general hospitals, sanitariums, sanatoriums, and institutions in which service is limited to special fields, such as cardiac, eye, ear, nose and throat,

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pediatric, orthopedic, skin, cancer, mental, tuberculosis, chronic disease, and obstetrics. Hospital facilities may include rooms for patients, surgery facilities, laboratories, offices of medical practitioners, and facilities for outpatient care, ambulatory care, respite care, training, medical day care and day care for sick children, gift shops, restaurants, and other accessory uses. For purposes of this Ordinance, hospitals do not include day care facilities, residential care facilities, or medical or dental clinics/offices.

2. Laboratory, medical or dental

Facilities and offices for performing services to provide information or materials for use in the diagnosis, prevention, or treatment of a disease or a medical or dental condition. Such services include, but are not limited to, the examination of bodily fluids or tissues and the production or repair of prosthetic dentures, bridges, or other dental appliances. Such facilities may be a part of doctor's or dentist's office.

3. Medical or dental clinic/office

A small-scale facility or office where patients are admitted for examination and treatment by one or more physicians, dentists, or other health practitioners on a short-term basis. The use includes the offices of physicians, dentists, chiropractors, optometrists, podiatrists, audiologists, speech pathologists, physical therapists, therapeutic massage clinics, acupuncturists, psychologists, and other health practitioners. It also includes facilities providing short-term outpatient care and treatment (which may or may not be overnight), such as urgent care centers, kidney dialysis centers, ambulatory surgical clinics, outpatient pain therapy clinics, biofeedback centers, sleep disorder clinics, family planning clinics, community health clinics, health maintenance organization (HMO) medical clinics, drug and alcohol treatment facilities, and hospice care facilities. Such facilities that provide overnight care and treatment may include sleeping rooms for care workers and members of patients' families. This use does not include hospitals (which are much larger in scale).

4. Nursing care facility

A facility where inpatient nursing and rehabilitative services are provided to patients who require continuous health care, but not hospital services.

e. Parks and Open Space Uses

The Parks and Open Space Uses category includes use types focusing on open space areas largely devoted to natural landscaping and outdoor recreation, and tending to have few structures. Use types include: parks (including recreational and natural area parks), greenways, arboretums and botanical gardens, and cemeteries. This use category does not include athletic fields (unless part of a public park), golf courses, golf driving ranges, or other primarily outdoor recreational uses (categorized in the

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Recreation/Entertainment Uses category). Accessory uses may include caretaker's quarters, clubhouses, statuary, fountains, maintenance facilities, concessions, and parking.

1. Arboretum or botanical garden

Land where trees, shrubs, and/or other living plants are grown, exhibited or labeled for scientific, educational, conservation, or passive recreational purposes, not including the harvest of plants or their produce.

2. Cemetery

A place used for the permanent interment of dead human bodies (or their cremated remains) or pet animal bodies. A "Cemetery" may include a mausoleum or columbarium but does not include a crematory.

3. Park or greenway

A park consists of land used for recreation, exercise, sports, education, rehabilitation, or similar activities, or a land area intended to enhance the enjoyment of natural features or natural beauty, specifically excluding commercially operated amusement parks. A public park that includes athletic fields, swimming pools, playgrounds, and similar facilities is included in this definition. A greenway is a linear park that links various parts of the community with facilities such as bicycle paths and footpaths.

f. Transportation Uses

The Transportation Uses category includes use types providing for the landing and takeoff of airplanes and helicopters, including loading and unloading areas and associated aircraft sales, repair, fuel sales, and flight instruction uses. It also includes passenger terminals for surface transportation. Accessory uses may include freight handling areas, concessions, offices, maintenance, limited storage, and fueling facilities. Use types include: airport, parking lot, park and ride, parking structure, passenger terminal for surface transportation, and railroad facility. This use category does not include transit-related infrastructure such as bus stops and bus shelters (deemed minor utilities under the Utility Uses category).

1. Airport

A place where aircraft may take off or land, discharge or receive cargo or passengers, be repaired or serviced, take on fuel, or be stored. The place shall include landing areas, runways, and other facilities designed, used, or intended to be used for the landing or taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other necessary buildings and open spaces, as well as terminals, parking facilities, and passenger loading and unloading areas. Accessory uses include offices, eating establishments,

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eating and drinking establishments, convenience and gift shops, and similar uses.

2. Park and ride

An off-street parking facility designed or intended to provide peripheral collection and storage of motor vehicles and bicycles to accommodate commuter traffic into or out of the community via a transit station or terminal located within convenient walking distance of the facility. Accessory structures may include passenger shelters.

3. Parking lot (as a principal use)

An off-street, hard-surfaced, ground level area that is used exclusively for the temporary storage of motor vehicles.

4. Parking structure (as a principal use)

A structure composed of one or more levels or floors that is used exclusively for the temporary storage of motor vehicles. A parking structure may be totally below grade or partially or totally above grade, with levels either being open to the sides (deck) or enclosed (garage).

5. Passenger terminal, surface transportation

Any structure or transit facility that is primarily used as part of a transit system for the purpose of loading, unloading, or transferring of passengers or accommodating the movement of passengers from one mode of transportation to another. This use does not include bus stops and bus shelters, which are classified under "Utility, minor."

6. Railroad facility

A facility owned or operated by a railroad company or rail company for transportation by rail. Railroad facilities include railroad tracks, sidings, signal devices and structures, shops and yards for maintenance and storage of rail machinery, loading platforms, and passenger and freight terminals. This use does not include light rail passenger terminals, which are classified under "Passenger terminal, surface transportation."

g. Utility Uses

The Utility Uses category includes both major utilities, which are infrastructure services that provide regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near where the service is provided. Large-scale solar energy conversion systems that constitute a principal use of a lot are included as a special type of major utility use. Services may be publicly or privately provided and may include on-site personnel. Accessory uses may include offices, monitoring, and storage areas.

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1. Solar energy conversion system (large scale)

A system consisting of solar panels, modules, and related equipment (e.g., heat exchanger, pipes, inverter, wiring, storage) that collects solar radiation and transfers it as heat to a carrier fluid for use in hot water heating or space heating and cooling, and/or that collects solar energy and converts it into electricity. As a principal use, a solar energy conversion system is designed to meet demands for a large area and is typically mounted on the ground.

2. Utility facility, major

A structure or facility that is a relatively major component of an infrastructure system providing community- or region-wide utility services. Examples of major utility facilities include potable water treatment plants, water towers, wastewater treatment plants, solid waste facilities, gas compressor stations, and electrical substations. This use does not include telecommunications facilities or towers.

3. Utility facility, minor

A structure or facility that by itself is a relatively minor component of an infrastructure system providing community- or region-wide utility services and that needs to be in or near the neighborhood or use type where the service is provided. Examples of minor utility facilities include water and sewage pipes and pump stations, stormwater pipes and retention/detention facilities, telephone lines and local exchanges, electric lines and transformers, gas transmission pipes and valves, CATV lines, and bus stops or shelters.

(5) Commercial Uses Classification**a. Animal Care Uses**

The Animal Care Uses category is characterized by use types related to the provision of medical services, general care, and boarding services for household pets and domestic animals. Use types include animal shelter, kennel (that provide boarding), veterinary hospital or clinic, and similar uses.

1. Animal shelter

A facility used to house and care for stray, homeless, abandoned, or neglected animals that is owned, operated, or maintained by a public body or an established humane society or other private or nonprofit organization.

2. Kennel

An establishment where more than four animals commonly kept as pets, such as cats or dogs, are boarded overnight. This does not include a veterinary hospital or clinic that provides boarding of animals as a regular, but not primary, focus of its business.

3. Veterinary hospital or clinic

A facility used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals and preventive care for healthy animals. Accessory uses may include animal grooming services, short-term boarding that is incidental to medical care or treatment, and limited retail sales of pet-related merchandise.

b. Commercial Services Uses

The Commercial Services Uses category consists of establishments that provide services such as cleaning, repair, maintenance, rental, fabrication, or construction that may be appropriate for businesses or individuals. This category does not include establishments primarily engaged in the provision of financial, professional, or business services in an office setting (categorized in the Office Uses category) or the provision of frequent or recurrent needed services of a personal nature (categorized in the Personal Services Uses category). Use types include: equipment rental; testing or research laboratory; lawn, tree, or pest control services; linen or uniform supply; self-service storage facility; and sign fabrication establishment.

1. Equipment rental service

The rental of supplies and large equipment primarily intended for use by construction, general, landscaping, or industrial contractors, including but not limited to hoists, lifts, forklifts, and commercial capacity generators and compressors, but not including car or truck rentals.

2. Laboratory, testing or research

A facility or area for conducting scientific research, investigation, testing, or experimentation, but not including facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

3. Lawn, tree, or pest control services

An establishment primarily engaged in providing lawn care services (e.g., mowing, aeration, seeding, fertilizer, landscaping), tree services (e.g. pruning, removal), or pest control services (e.g., inspection, extermination).

4. Linen or uniform supply

Establishments primarily engaged in supplying to commercial establishments or household users, on a contractual basis, such laundered items as uniforms, other work-related clothing, gowns, table linens, bed linens, towels, and similar items.

5. Self-service storage Facility

A facility primarily engaged in providing for rent individual, self-contained units or areas leased for self-service storage of personal property. The storage units or areas are designed to allow private

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access by the tenant for storing or removing personal property. This use does not include a transfer and storage business not involving individual storage areas and where employees are the primary movers of property being stored or transferred (see the Freight Movement, Warehousing, and Wholesale use category). Accessory uses may include leasing offices, outdoor storage of boats and recreational vehicles, incidental sales or rental of moving supplies and equipment, and living quarters for a resident manager or security guard. Use of the storage areas for sales, service, repair, or manufacturing operations is not considered accessory to self-service storage. The rental of trucks or equipment is also not considered accessory to the use.

6. Sign fabrication establishment

An establishment primarily engaged in the fabrication and/or repair of signage for off-site installation.

c. Eating and Drinking Establishment Uses

The Eating and Drinking Establishment Uses category consists of establishments primarily engaged in the preparation and serving of food and/or beverages. Use types include eating establishments only, Type 1 eating and drinking establishments, and Type 2 eating and drinking establishments. Accessory uses may include areas for outdoor seating, drive-through service facilities, facilities for live entertainment, and valet parking services.

1. Eating establishment only

An establishment having as its predominant use the preparation, serving and consumption of food and/or beverages. No alcohol shall be served on the premises. Entertainment may be provided on-site.

2. Eating and drinking establishment, Type 1

An establishment operating no later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 1 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

3. Eating and drinking establishment, Type 2

An establishment operating later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 2 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

d. Funeral Mortuary Services Uses

The Funeral and Mortuary Services Uses category consists of establishments that provide services related to the death of a human being. Use types include crematory and funeral home or mortuary.

1. Crematory

A facility with a furnace for cremating dead bodies, either animal or human.

2. Funeral home or mortuary

A building used for human funeral services. A funeral home may contain facilities for:

- (a) Embalming and other services used in the preparation of the dead for burial;
- (b) The display of the deceased;
- (c) The performance of ceremonies in connection with a funeral;
- (d) The performance of autopsies and similar surgical procedures;
- (e) The sale and storage of caskets, funeral urns, and other related funeral supplies; and
- (f) The storage of funeral vehicles.

e. Office Uses

The Office Uses category includes office buildings housing activities conducted in an office setting, usually with limited contact with the general public, and generally focusing on the provision of business services, professional services (e.g., lawyers, accountants, engineers, architects), or financial services (e.g., lenders, brokerage houses, tax preparers). Use types include business/professional office and contractor's office. This use category does not include offices that are a component of or accessory to a principal use in another use category, such as administrative government services (categorized in the Community Service Uses category), medical/dental offices (categorized in the Health Care Uses category), or banks (Commercial Services Uses category). Accessory uses may include cafeterias, recreational or fitness facilities, incidental commercial uses, or other amenities primarily for the use of employees in the business or office park.

1. Business/Professional office

An establishment characterized by activities generally focusing on business, professional, insurance, or financial services conducted in an office setting. Examples include advertising agencies, graphic design services, computer and data processing services, legal services, accounting services, financial services, engineering services, and

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architectural services. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.

2. Contractor's office

A building or portion of a building used by a building, heating and air conditioning, plumbing, or electrical contractor, or contractor providing similar services, both as an office and for the storage of a limited quantity of materials, supplies, and equipment inside the building. If outdoor storage of materials, supplies, or equipment is associated with the office, the use is considered a contractor's yard.

f. Personal Services Uses

The Personal Services Uses category consists of establishments primarily engaged in the provision of frequent or recurrent needed services of a personal nature. Use types include: retail bank, beauty salon or barbershop, body piercing or tattoo services, dry cleaning pick-up, coin-operated laundry, nail salon, non-depository personal credit institution, and repair of personal goods.

1. Bank, retail

An establishment that provides retail banking services, mortgage lending, or similar financial services. Accessory uses may include automated teller machines and drive-through facilities. This use does not include non-depository personal credit institutions.

2. Beauty salon or barbershop

A facility that provides haircuts, hair styling, hair coloring, facials, and other similar salon services. A beauty salon may also include a "day spa" that offers massage treatment or other services related to hygiene or body care, or similar services, but does not include a massage therapy establishment.

3. Body piercing or tattoo establishment

An establishment wherein designs, letters, figures, body piercing, or other marks are placed upon the skin of any person, using ink or other substances that result in the permanent coloration, or piercing of the skin by means of use of needles or other instruments designed to contact or puncture the skin.

4. Dry cleaning pick-up

A facility where retail customers drop off or pick up laundry or dry cleaning and where the cleaning processes may take place on-site.

5. Laundry, coin operated

An establishment where coin-operated automatic washing machines, clothes dryers, or dry-cleaning machines are provided for use by the general public (or in the case of a laundromat accessory to a

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multifamily dwelling, mobile home park, marina, or campground, by the occupants or patrons of those uses).

6. Nail salon

An establishment that primarily offers fingernail and toenail care services such as manicures, pedicures, and nail enhancements.

7. Non-depository personal credit institution

An establishment that provides loans to individuals with personal checks or titles as collateral, but that does not engage in deposit banking.

8. Repair of personal goods

An establishment that provides repair services for personal goods, such as shoe repair shops; tailor and alteration shops; watch, clock, and jewelry repair; and radio and television repair.

g. Recreation/Entertainment Uses

The Recreational/Entertainment Uses category includes use types providing indoor or outdoor facilities for recreation or entertainment-oriented activities by patrons or members. Use types include: amusement park; arena, stadium, or outdoor theater; banquet hall; performing arts center; indoor recreation facility; outdoor recreation facility; and sexually-oriented business. It does not include recreational facilities that are accessory to parks (categorized as Parks and Open Space uses), or that are reserved for use by a particular residential development's residents and their guests (e.g., accessory community swimming pools and other recreation facilities). Accessory uses may include offices, concessions, snack bars, and maintenance facilities.

1. Amusement park

An outdoor facility designed for entertainment purposes which may include structures or buildings, motorized or non-motorized rides, games, and booths for the conduct of sporting events or games. Accessory uses may include office, retail and other commercial uses commonly established in such facilities and related parking facilities.

2. Arena, stadium, or outdoor theater

A building or structure designed or intended for use for spectator sports, entertainment events, expositions, and other public gatherings. Such uses may or may not include lighting facilities for illuminating the field or stage area, concessions, parking facilities, and maintenance areas. Examples include sports stadiums, amphitheaters, and drive-in movie theaters.

3. Banquet hall

A facility available for lease by individuals or groups for private events such as banquets, weddings, or other similar functions, where access by the general public is restricted.

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4. Performing arts center

A facility for the viewing of live performances of theater, dance, music, or other similar arts.

5. Recreation facility, indoor, not elsewhere listed

A commercial establishment that provides indoor facilities for recreation or entertainment-oriented activities by patrons or members, including but not limited to bowling alleys, billiard or pool halls, health clubs or gyms, swimming pools (indoor), dance studios, movie theaters, arcades, and bingo parlors.

6. Recreation facility, outdoor, not elsewhere listed

A commercial establishment that provides outdoor facilities for recreation or entertainment-oriented activities by patrons or members, including but not limited to golf courses, swimming pools (outdoor), athletic fields, miniature golf courses (outdoor), and baseball batting ranges. This does not include facilities categorized as Parks and Open Space Uses.

7. Sexually-oriented business

An "adult arcade," an "adult bookstore or adult video store," an "adult cabaret," an "adult motel," an "adult motion picture theater," "escort agency," a "semi-nude model studio," or a "sexual device shop."

(i) Adult arcade

Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

(ii) Adult bookstore or adult video store

A commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified sexual activities" or "specified anatomical areas." A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:

- (a)** At least 30 percent of the establishment's displayed merchandise consists of said items; or

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- (b) At least 30 percent of the wholesale value of the establishment's displayed merchandise consists of said items; or
- (c) At least 30 percent of the retail value (defined as the price charged to customers) of the establishment's displayed merchandise consists of said items; or
- (d) At least 30 percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of said items; or
- (e) The establishment maintains at least 30 percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (f) The establishment maintains at least 500 square feet of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (g) The establishment regularly offers for sale or rental at least 1,000 of said items; or
- (h) The establishment regularly features said items and regularly advertises itself or holds itself out, by using "adult," "adults-only," "XXX," "sex," "erotic," "novelties," or substantially similar language, as an establishment that caters to adult sexual interests.

(iii) Adult cabaret

A nightclub, bar, restaurant, bottle club, or similar commercial establishment which regularly features live conduct characterized by semi-nudity. No establishment shall avoid classification as an adult cabaret by offering or featuring nudity.

(iv) Adult motel

A hotel, motel or similar commercial establishment which:

- (a) Offers accommodations to the public for any form of consideration; provides patrons with closed circuit television transmissions, films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions;

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- (b) Offers a sleeping room for rent for a period of time that is less than ten hours; or
- (c) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten hours.

(v) Adult motion picture theater

A commercial establishment where films, motion pictures, videocassettes, slides, or similar photographic reproductions which are characterized by their emphasis upon the display of "specified sexual activities" or "specified anatomical areas" are regularly shown to more than five persons for any form of consideration.

(vi) Escort agency

A person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip or other consideration.

(vii) Semi-nude model studio

A place where persons regularly appear in a state of semi-nudity for money or any form of consideration in order to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This definition does not apply to any place where persons appearing in a state of semi-nudity did so in a class operated:

- (a) By a college, junior college, or university supported entirely or partly by taxation;
- (b) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
- (c) In a structure:
 - (a) Which has no sign visible from the exterior of the structure and no other advertising that indicates a semi-nude person is available for viewing; and
 - (b) Where, in order to participate in a class a student must enroll at least three days in advance of the class.

(viii) Sexual device shop

A commercial establishment that regularly features sexual devices. This definition shall not be construed to include any pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services, or any establishment that does not limit access to its premises or a portion of its premises to adults only.

h. Retail Sales Uses

The Retail Sales Uses category includes use types involved in the sale, rental, and incidental servicing of goods and commodities that are generally delivered or provided on the premises to a consumer. Use types include: building supplies and equipment store, consumer goods store, convenience store, farmers' market, fuel sales (bulk), grocery store or food market, liquor store, and pawn shop. This use category does not include sales or service establishments related to vehicles (the Vehicle Services and Sales Uses category), establishments primarily selling supplies to contractors or retailers (categorized as the Wholesale Uses category), the provision of financial, professional, or business services in an office setting (categorized in the Office Uses category), uses providing recreational or entertainment opportunities (categorized in the Recreation/Entertainment Uses category), uses that provide personal services (like barbershops or beauty salons, dry cleaning or laundry establishments, laundromats, or product repair or services for consumer goods (categorized in the Personal Services Uses category), or uses involving the sales, distribution, or presentation of materials or activities featuring specific sexual activities or nudity (categorized in the Sexually-Oriented Business use type). Accessory uses may include offices, storage of goods, assembly or repackaging of goods for on-site sale, concessions, ATM machines, and outdoor display of merchandise.

1. Building supply and equipment store

An establishment that sells lumber and may also sell roofing, siding, shingles, wallboard, paint, brick, tile, cement, sand, gravel, and other building materials and supplies, to the general public.

2. Consumer goods store

An establishment that sells consumer goods at retail, such as department stores; variety stores; apparel and accessory stores; used merchandise stores; tobacco products stores; newspaper and magazine stores; florists; retail nurseries and lawn and garden supply stores; paint, glass, and wallpaper stores; hardware stores; and furniture and home furnishing stores.

(i) Apparel and accessory store

Retail stores primarily engaged in selling new clothing, shoes, hats, underwear, and related articles for personal wear and adornment. Furriers and custom tailors carrying stocks of materials are included.

(ii) Department store

Retail stores generally carrying a general line of apparel, such as suits, coats, dresses, and furnishings; home furnishings, such as furniture, floor coverings, curtains, draperies, linens, and major household appliances; and housewares, such as table and kitchen appliances, dishes, and utensils. These and other merchandise

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lines are normally arranged in separate sections or departments with the accounting on a departmentalized basis. The departments and functions are integrated under a single management.

(iii) Drugstore

A retail store engaged in the filling and sale of prescription drugs and the sale of medical supplies, nonprescription medicines, and related goods and services. It may also sell nonmedical goods such as cosmetics, toiletries, cards, and candy. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

(iv) Florist

Establishments primarily engaged in the retail sale of cut flowers and growing plants.

(v) Furniture and home furnishing stores

Retail stores selling goods used for furnishing the home, such as furniture, floor coverings, draperies, glass and chinaware, domestic stoves, refrigerators, and other household electrical and gas appliances. Establishments selling electrical and gas appliances are included in this group only if the major part of their sales consists of articles for home use.

(vi) Hardware stores

Establishments primarily engaged in the retail sale of a number of basic hardware lines, such as tools, builders' hardware, paint and glass, housewares and household appliances, and cutlery.

(vii) News dealers and newsstands

Establishments primarily engaged in the retail sale of newspapers, magazines, and other periodicals.

(viii) Paint, glass, and wallpaper stores

Establishments engaged in selling primarily paint, glass, and wallpaper, or any combination of these lines, to the general public.

(ix) Retail nurseries and lawn and garden supply stores

Establishments primarily engaged in selling trees, shrubs, other plants, seeds, bulbs, mulches, soil conditioners, fertilizers, pesticides, garden tools, and other garden supplies to the general public.

(x) Tobacco products store

Establishments primarily engaged in the retail sale of cigarettes, cigars, tobacco, and smokers' supplies.

(xi) Used merchandise store

Stores primarily engaged in the retail sale of used merchandise, antiques, and secondhand goods, such as clothing and shoes, furniture, books and rare manuscripts, musical instruments, office furniture, phonographs and phonograph records, and store fixtures and equipment.

(xii) Variety store

Establishments primarily engaged in the retail sale of a variety of merchandise in the low and popular price ranges. Sales usually are made on a cash-and-carry basis, with the open-selling method of display and customer selection of merchandise. These stores generally do not carry a complete line of merchandise, are not departmentalized, do not carry their own charge service, and do not deliver merchandise.

3. Convenience store

A retail store of 5,000 square feet or less in gross floor area, which carries a range of merchandise oriented to daily convenience and travelers' shopping needs. These stores may be part of a gasoline service station or an independent facility.

4. Farmers' market

A collection of vendors using private or publicly owned property or property owned by a not-for-profit organization for the sale of agricultural and horticultural products grown by the vendor, or for the sale of baked, canned, or preserved foods prepared by the vendor. If the farmers' market occurs regularly for all or most of the year, it is considered a principal use. If the farmers' market occurs only occasionally or periodically for only a limited time period during the year, it is considered a temporary use.

5. Fuel sales (bulk)

An establishment primarily engaged in the retail sale of bottled or bulk liquefied petroleum gas, fuel oil, coal, wood, or other fuels. This does not include gasoline service stations.

6. Grocery store or food market

A store that is primarily engaged in selling food at retail for home preparation and consumption, such as grocery stores, fruit and vegetable markets, and retail bakeries and other specialty food products stores. A grocery store or food market may sell non-food commodities, such as beverages, dairy, dry goods, fresh produce, and other perishable items, frozen foods, household products, and paper goods; may sell beer, wine, and/or liquor sales for consumption off the premises with the appropriate beverage license; may include a drugstore; may include a delicatessen, and prepare minor amounts of

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food on site for immediate consumption; and may have a restaurant as an accessory use.

7. **Liquor store**

Establishments primarily engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and liquor, for consumption off the premises.

8. **Mobile home sales**

Establishments primarily engaged in the retail sale of new and used mobile homes, parts, and equipment.

9. **Pawn shop**

An establishment that: 1) lends money on the security of tangible personal property, other than vehicles requiring a license under State Law, choses in action, title, securities, or printed evidences of indebtedness, that is deposited with or left in the possession of a pawnbroker, or 2) purchases tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

i. **Vehicle Sales and Services Uses**

The Vehicle Sales and Service Uses category includes uses that provide for the sale, rental, maintenance, or repair of new or use vehicles and vehicle equipment.

The Vehicle Sales and Services Uses category includes use types involving the direct sale, rental, and servicing of motor vehicles, including automobiles, trucks, motorcycles, and recreational vehicles, as well as trailers, whether for personal transport, commerce, or recreation. Use types include: commercial fuel depot, commercial vehicle repair and maintenance, commercial vehicle sales and rentals, gasoline service station, personal vehicle repair and maintenance, personal vehicle sales and rentals, vehicle equipment supplies sales and rentals, vehicle paint and finishing shop, and vehicle towing and wrecker service. Accessory uses may include offices, sales of parts, maintenance facilities, outdoor display, and vehicle storage.

1. **Commercial fuel depot**

A fuel dispensing facility that dispenses fuel to businesses, organizations, and municipalities that maintain a fleet of vehicles. This use does not include any retail sale of gasoline to the general public and does not include any store sales, vehicle service, or vending operations.

2. **Commercial vehicle repair and maintenance**

An establishment, excluding vehicle paint finishing shops, that repairs, installs, or maintains the mechanical components or the bodies of large trucks (payload capacity of over 5,000 pounds), mass transit

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vehicles, large construction or agricultural equipment, or commercial boats. Truck stops and fueling facilities are included.

3. Commercial vehicle sales and rentals

An establishment that sells or provides rental of large trucks (payload capacity of over 5,000 pounds), mass transit vehicles, large construction or agricultural equipment, or other similar vehicles.

4. Gasoline service station

An establishment engaged in the retail sale of vehicle fuels.

5. Personal vehicle repair and maintenance

Establishments, excluding vehicle paint finishing shops, that repair, install, or maintain the mechanical components or the bodies of autos, small trucks or vans (payload capacity not exceeding 5,000 pounds), motorcycles, motor homes, or recreational vehicles including recreational boats, or that wash, clean, or otherwise protect the exterior or interior surfaces of these vehicles.

6. Personal vehicle sales and rentals

Establishments that provide for the sale (including auctions) or rental of new or used autos, small trucks or vans (payload capacity not exceeding 5,000 pounds), trailers, motorcycles, motor homes, or recreational vehicles including recreational boats. Typical examples include automobile dealers, auto malls, and car rental agencies.

7. Vehicle equipment supplies sales and rentals

Establishments related to the sale, lease, or rental of new or used parts, tools, or supplies for the purpose of repairing or maintaining vehicles, including distribution of products from the same premises that sells, leases, or rents vehicles.

8. Vehicle paint and finishing shop

Uses that apply paint to the exterior or interior surfaces of vehicles by spraying, dipping, flow-coating, or other similar means.

9. Vehicle towing and wrecker service

An establishment providing the service of transporting individual motor vehicles and providing temporary storage of the vehicles, whether operable or temporarily inoperable, in an impound yard or storage area. This does not include junk, salvage, scrap, or wrecking yards.

j. Visitor Accommodation Uses

The Visitor Accommodation Uses category includes use types providing lodging units or rooms for short-term stays of typically less than 30 days for rent, lease, or interval occupancy. Use types include: bed and breakfast, campground, and hotel or motel. This use category does not include rooming houses or boardinghouses, which are generally occupied for

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tenancies of a month or longer, and are categorized in the Group Living Uses category. Accessory uses may include pools and other recreation facilities, restaurants, bars, limited storage, laundry facilities, gift shops, supporting commercial activities, meeting facilities, and offices.

1. **Bed and breakfast**

An owner-occupied single-family detached dwelling offering lodging accommodations, including breakfast, for periods of two consecutive weeks or less to paying guests.

2. **Campground**

An outdoor facility designed for overnight accommodation of persons in tents, rustic cabins and shelters for recreation, education, naturalist, or vacation purposes. Accessory uses may include office, retail, and other commercial uses commonly established in such facilities and related parking facilities.

3. **Hotel or motel**

A building or group of buildings providing lodging accommodations to paying guests in individual guest rooms or suites and related services and facilities including but not limited to: linen/housekeeping services, meeting rooms, ballrooms, beverage rooms, and food services. A bed and breakfast or a membership organization lodging house is not a hotel or motel.

(6) **Agricultural Uses Classification**

a. **Agriculture and Forestry Uses**

The Agriculture/Forestry Uses category is characterized by activities related to: the production of field crops, fruits, vegetables, ornamental and flowering plants, and the breeding, raising, or keeping of livestock, poultry, swine, or other animals for food or other marketable products. The Agriculture/Forestry Uses category also includes forestry or silvicultural activities related to the planting, management, protection, and harvesting of trees for timber or other forest products. Use types include: agriculture and forestry uses, community garden, crop production, and forestry. The use category does not include the processing of animal or plant products for wholesale or retail sale purposes, which is generally considered an industrial manufacturing use type. Accessory uses may include offices, storage areas, barns, irrigation systems, and repair facilities related to the agricultural and forestry activities.

1. **Agriculture and forestry uses, not elsewhere listed**

Agriculture and forestry uses not elsewhere listed include ornamental floriculture and nursery products; aquaponics; fishing, hunting, and trapping; and commercial fishing.

2. Community garden

A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person, household, family, or non-profit organization for personal or group use, consumption, or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

3. Crop production and processing

The production of crops, plants, vines, and trees (excluding forestry operations), including but not limited to grain and vegetable farms, horticulture, greenhouses, orchards, tree nurseries, hydroponics, and aquaponics. This does not include incidental vegetable gardening or landscaping.

4. Forestry

The use of land whereby forests are tended, harvested for commercial purposes, and reforested either by natural or artificial reforestation, and where timber is cut and sorted on-site.

(7) Industrial Uses Classification**a. Freight Movement, Warehousing, and Wholesale Uses**

The Freight Movement, Warehousing, and Wholesale Uses category includes use types involving the storage or movement of goods for themselves or other firms or businesses and the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. Goods may be delivered to other firms or the final consumer or may be sold on-site. Sales to the general public, if any, are limited. Use types include: contractor's yard, motor freight facility, petroleum bulk station or terminal, warehouse distribution and storage, and wholesale sales. This use category does not include refuse processing facilities (categorized in the Waste-Related Use category) or uses primarily involving sales to the general public or on a membership basis (uses in the Retail Sales Uses category). Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas, offices, product repair, warehouses, minor fabrication services, outdoor storage, and repackaging of goods.

1. Contractor's yard

A lot or portion of a lot or parcel used for outdoor storage and maintenance of construction equipment and other materials and facilities customarily required in the building trade by a construction contractor.

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2. Motor freight facility

A facility used as a relay station for the transfer of a load from one vehicle to another or one party to another. The facility may include storage areas for trucks, buildings or areas for the repair of trucks associated with the terminal, and areas for the temporary storage of loads in the process of being transferred.

3. Petroleum bulk station or terminal

Establishments primarily engaged in the wholesale distribution of crude petroleum and petroleum products, including liquefied petroleum gas, from bulk liquid storage facilities.

4. Warehouse distribution and storage

A facility primarily engaged in the storage and distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive.

5. Wholesale sales, not elsewhere listed

Establishments or places of business primarily engaged in selling merchandise to retail, industrial, commercial, institutional, or professional business users or to other wholesalers, but not to the public at-large. Such use generally includes facilities for storage and distribution of goods, and may include display areas.

b. Manufacturing Uses

The Manufacturing Uses category includes use types involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, made for transfer to other plants, or made to order for firms or consumers. This use category includes light, medium, and heavy manufacturing use types, based on the general extent of off-site impacts and extent of outdoor storage. Goods are generally not displayed or sold on-site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the site. Accessory uses may include limited retail sales and wholesale sales, offices, cafeterias, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, fueling facilities, and security and caretaker's quarters.

1. Manufacturing, assembly, or fabrication, light

An establishment primarily engaged in manufacturing uses that involve the mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to the wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration. Including but not

limited to: food products processing and manufacturing; professional and scientific instruments manufacturing, apparel manufacturing, and furniture manufacturing.

2. Manufacturing, assembly, or fabrication, medium

An establishment primarily engaged in a manufacturing use identified as causing a medium level of noise, smoke, vapors, fumes, dust, glare, odor, or vibration, including but not limited to textile mills; lumber and wood products manufacturing; chemicals manufacturing; drug manufacturing; rubber and plastic products manufacturing; stone, clay, glass, and concrete products manufacturing; paper manufacturing; metal smelting and refining; and machinery manufacturing.

3. Manufacturing, assembly, or fabrication, heavy

An establishment primarily engaged in a manufacturing use identified as potentially causing a high level of noise, smoke, vapors, fumes, dust, glare, odor, or vibration, including but not limited to tobacco products manufacturing, petroleum refining and products manufacturing, vehicle manufacturing, and leather production and products manufacturing.

c. Resource Extraction Uses

The Extraction Uses category is characterized by activities related to the extraction of naturally occurring materials. This use category does not include facilities for the drop-off or collection, and temporary holding, of household or business recyclables (classified as minor utility facility in the Utility Uses category). Accessory uses may include offices, storage areas, and vehicle washing facilities.

1. Mining

The extraction of rock, sand, or gravel from a mine and/or the process of crushing of mined sand or gravel material, screening the materials by size and washing them with the use of water sprays, and stockpiling and dewatering them.

d. Waste-Related Uses

The Waste-Related Uses category includes use types receiving solid or liquid wastes from others for on-site disposal, storage, processing, or transfer to another location for processing or disposal, or uses that manufacture or produce goods or energy from the composting of organic material or reuse, recycling, or processing of scrap or waste material. This use category also includes use types that receive hazardous wastes from others. Use types include: composting facility; junk, salvage, scrap, or wrecking yard; recycling center; refuse processing facility; and refuse disposal. This use category does not include wastewater treatment plants and potable water treatment plants (classified as a major utility facility in the Utility Uses category) or facilities for the drop-off or collection, and

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(b) Interpretation of Unlisted Uses

temporary holding, of household or business recyclables as a principal use (classified as minor utilities in the Utility Uses category). Accessory uses may include offices, outdoor storage, recycling of materials, and repackaging and trans-shipment of by-products.

1. Composting facility

A facility where organic matter derived primarily from off-site is processed by composting and/or is processed for commercial purposes. Activities of a composting facility may include management, collection, transportation, staging, composting, curing, storage, marketing, or use of compost.

2. Junk, salvage, scrap, or wrecking yard

A use involving storage or processing of inoperable, unused, dismantled or wrecked vehicles, equipment or machinery or the storage or processing of scrap metal, waste paper, rags, food processing wastes, construction wastes, industrial wastes, secondhand building materials, or other scrap, salvage, waste or junk materials.

3. Recycling center

A facility to recycle, process, or treat recoverable resources (such as paper, glass, metal, and plastic products) to return them to a condition in which they can be reused for production. This term does not include automobile salvage and recycling.

4. Refuse disposal

Facility for the disposal of refuse using incinerators, waste treatment plants, landfills, or other means of disposal.

(b) Interpretation of Unlisted Uses

(1) Procedure for Interpreting Unlisted Uses

The Zoning Administrator may interpret a particular principal use or accessory use or structure not expressly listed in the use tables in Article 4: Use Regulations, as allowable in a particular zone—as a permitted or Special Exception use—based on the standards in subsection (2) or (3) below, as appropriate, and in accordance with the procedures in Sec. 17-2.5(w), Interpretation – Zoning.

(2) Criteria for Allowing Unlisted Principal Uses

The Zoning Administrator shall interpret an unlisted principal use as a permitted use or Special Exception use in a particular zone only after finding that the nature, function, and duration of the use and the impact of allowing it in the zoning district are so similar to those of a use type or use category that is allowed in the zoning district that the unlisted use should be deemed allowed in the same manner (i.e., as a permitted use or a Special Exception use) as the similar use type or use category and subject to the same use-specific standards. In making such interpretation, the Zoning Administrator shall consider the

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relevant characteristics of the unlisted use relevant to the those of listed and defined use types and/or of the use categories described in this section, the purpose and intent statements in this Ordinance concerning the zoning district (see Article 3: Zoning Districts), and the character of use types allowable in the zone. The relevant characteristics of the unlisted use that should be considered in making this interpretation include, but are not limited to, the following:

1. Actual or projected characteristics of each activity likely to occur as part of the unlisted use;
2. The type, size, orientation, and nature of buildings, and structures devoted to each activity;
3. Vehicles used and their parking requirements, including the ratio of the number of spaces required per unit area or activity;
4. Relative amounts of sales from each activity;
5. The nature and location of storage and outdoor display of merchandise, whether enclosed, open, inside or outside the principal building, and the predominant types of items stored;
6. Customer type for each activity;
7. How the use is advertised, including signage;
8. The amount and nature of any nuisances generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation, and fumes;
9. Any special public utility requirements for serving the use, including but not limited to water supply, wastewater output, pre-treatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and
10. The impact on adjacent lands created by the use, which should not be greater than that of other use types allowed in the zoning district

(3) Criteria for Allowing Unlisted Accessory Uses and Structures

The Zoning Administrator shall interpret an unlisted use or structure as an allowable accessory use or structure to a principal use allowed in a particular zoning district only after finding that:

1. The use or structure is accessory to the principal use, in accordance with the definitions of “accessory use” and “accessory structure” in this Article, and the example accessory uses listed in the definition of the principal use or the description of the relevant use category in Sec. 17-9.3(a), Principal Use Classification System;
2. The nature, function, and potential impacts of the use or structure are so similar to those of uses or structures that are accessory to the principal use, or of accessory uses allowable in the zoning district, that

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the unlisted use or structure should be deemed allowable in the same manner as the similar accessory uses or structures;

3. The use or structure is compatible with the character of principal and accessory uses allowable in the zoning district; and
4. Allowing the use or structure as an accessory use or structure is consistent with the purpose and intent statements in this Ordinance concerning the zoning district (see Article 3: Zoning Districts).

(4) Effect of Allowing Unlisted Uses as Permitted Use or Special Exception Use

On interpreting an unlisted use or structure as allowed in a zoning district, and finding that the use or structure is likely to be common or would lead to confusion if it remains unlisted, the Zoning Administrator may initiate an application for a text amendment to this Ordinance in accordance with Sec. 17-2.5(b), Text Amendment, to list the use or structure in Article 4: Use Regulations, as a permitted or Special Exception principal use or accessory use/structure, as appropriate. Until final action is taken on the text amendment application, the interpretation of the Zoning Administrator shall be binding and shall be maintained in the record of interpretations in accordance with Sec. 17-2.5(w), Interpretation – Zoning.

Sec. 17-9.4 Definitions

The following words, terms, and phrases, when used in this Ordinance, shall have the meaning ascribed to them in this section.

ABUTTING

The condition of two adjoining lots having a common boundary including cases where two or more lots adjoin a corner, but not including cases where adjoining lots are separated by a street or alley.

ACCESSORY BUILDING OR USE

A building or use that is:

- (a) Subordinate to and serves a principal building or principal use;
- (b) Subordinate in area, extent or purpose to the principal building or principal use served;
- (c) Designed for the comfort, convenience or necessity of occupants of the principal use served; and
- (d) Located on the same lot as the principal building or principal use served, with the exception of such accessory off-street facilities as are permitted to locate elsewhere than on the same lot with building or use served.

ACCESSORY DWELLING UNIT

An ancillary or secondary living unit to a single-family detached dwelling use that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure,

or on the same lot, as the primary dwelling unit. For purposes of determining maximum density, an accessory dwelling unit shall not count as a dwelling unit.

ADJACENT

A parcel of land that shares all or part of a common lot line or boundary with another parcel of land, or a parcel of land that would abut another parcel of land, but for the fact a street or right-of-way divides the parcels.

ADMINISTRATIVE ADJUSTMENT

See Sec. 17-2.5(r), Administrative Adjustment.

AGGREGATE CALIPER INCHES (ACI)

The combined total number of inches of existing and proposed trees used to meet a landscape requirement within a required landscape area (see “Caliper”).

AGRITOURISM ACTIVITY

Events and activities conducted on a working farm offered to the public or to invited groups for the purpose of recreation, education, or active involvement in the farm operation, and that are related to agriculture or natural resources and directly associated with and incidental to on-going agricultural activity on-site. Agritourism activities include, but are not limited to, farm tours, hayrides, corn mazes, petting zoos, classes related to agricultural products or skills, and picnic and party facilities offer in conjunction with such activities.

AIRPORT

Owens Field airport.

AIRPORT ELEVATION

The highest point of an airport's usable landing area, measured in feet above mean sea level (194.0 feet).

ALLEY

A minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

ANTENNA

A device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

APPEAL – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

APPEAL – ZONING

See Sec. 17-2.5(u), Appeal – Zoning.

APPLICANT

Any person who submits an application for review and/or approval in accordance with this Ordinance.

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(b) Interpretation of Unlisted Uses

APPLICATION OR DEVELOPMENT APPLICATION

The completed form and all accompanying documents, exhibits, materials, and fees required of an applicant by this Ordinance and the Procedures Manual as part of the review on an application for a development approval or permit.

AQUAPONICS

The cultivation of aquatic animals and plants together in a constructed, re-circulating system utilizing natural bacterial cycles to convert the aquatic animal wastes to plant nutrients.

ARCHITECTURAL CONSERVATION DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which:

- (a) Are of historical, social, cultural, architectural or aesthetic significance to the city; and
- (b) Cause such area to constitute a distinctive section of the city.

ARTERIAL STREET

A freeway, expressway, arterial street, or highway which is used or intended to be used for moving either heavy vehicular traffic volumes or high speed traffic, or both, or which has been designated as arterial under the provisions of Part 5, Specifications for Roadway Design, City of Columbia Regulations.

AS-BUILT DRAWINGS

The approved construction plans properly revised to graphically depict the location, size and other pertinent details of the actual installation of improvements (water, sewer, storm drainage, and streets).

ASSEMBLY AREA

A portion of a facility in which the public or membership gathers for public presentations, events, education, worship, or civic activities.

AUTHORIZED AGENT

A person with express written consent to act upon another person's behalf.

AUTOMATED TELLER MACHINE (ATM)

A mechanized device operated by or on behalf of a bank or financial institution that allows customers to conduct automated banking or financial transactions. Where an ATM is provided at the site of a bank or financial institution for use by customers in motor vehicles, the ATM is considered a drive-through service accessory use. At other locations, an ATM may be considered a separate accessory use to the principal use(s) of the location.

AUTOMATIC CAR WASH (AS AN ACCESSORY USE)

A structure providing the exterior washing of vehicles where vehicles are manually driven or pulled by a conveyor through a system of rollers and/or brushes.

AWNING

A roof-like cover, often of fabric, metal or glass designed and intended to either protect from the weather or as a decorative embellishment, and which is supported and projects from a wall or parapet of a structure over a window, walk, door, or a similar feature.

BED AND BREAKFAST (AS ACCESSORY TO A SINGLE-FAMILY DETACHED DWELLING)

Lodging accommodations, including breakfast, provided to paying guests for periods of two consecutive weeks or less within an owner-occupied single-family detached dwelling, that is an accessory use to the residential use of the dwelling.

BEDROOM

Any room or space used or intended to be used for sleeping purposes.

BERM

A man-made landscape feature generally consisting of a linear, raised mound of soil covered with grass lawn or other permanent, living ground cover. Temporary soil stockpiles and retaining walls are not berms.

BICYCLE PARKING AREA

An area containing bicycle parking spaces.

BICYCLE PARKING RACK

A stand used for mounting and securing bicycles when not in use.

BICYCLE PARKING SPACE

An area and facility used for securing a bicycle (see Sec. 17-5.2(i), Bicycle Parking Standards).

BICYCLE PARKING SPACE, LONG-TERM

A bicycle parking space that complies with Sec. 17-5.2(i)(4), Short-Term Bicycle Parking Standards.

BICYCLE PARKING SPACE, SHORT-TERM

A bicycle parking space that complies with Sec. 17-5.2(i)(5), Long-Term Bicycle Parking Standards.

BLOCK

The smallest unit of land entirely bounded by streets, railroad rights-of-way, or watercourses.

BLOCK FACE

Two sides of one street between intersecting streets.

BOARD OF ZONING APPEALS

The Board of Zoning Appeals of the City of Columbia, South Carolina (see Sec. 17-2.3(c)).

BOARD OF ZONING APPEALS – FORM-BASED CODES

The Board of Zoning Appeals – Form-based Codes of the City of Columbia, South Carolina (see Sec. 17-2.3(d)).

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BOLLARD LAMP

An outdoor luminaire that is a short (usually about 2-4 feet in height) post with the light source located at or near the top.

BUILDING

Any structure having a roof supported by columns or walls and which is designed for shelter, support, or enclosure of persons, animals or property of any kind.

BUILDING PERMIT

An approval statement signed by the Building Official authorizing the construction, alteration, reconstruction, or demolition of all or part of any building because the proposed development complies with this Ordinance and the Building Code.

BUSINESS DAY

A day during which the majority of City offices are open for business for any period of time shall be counted as a business day.

CALIPER

The standard for trunk diameter measurements of nursery stock. Caliper of the trunk is measured six inches above the ground for four-inch or smaller caliper trees and 12 inches above the ground for larger sizes. The caliper size of a multi-trunk tree shall be deemed to be the average caliper size of the largest three leaders.

CAMBIUM

The layer of formative cells between the wood and bark in woody plants.

CANOPY (AS ACCESSORY TO A NONRESIDENTIAL USE)

An accessory structure to a nonresidential principal use, such as gas station or a bank with a drive-through facility, that consists of a rigid horizontal roof-like structure made of fabric, metal, or other material supported by an attached building or columns or posts, is largely open along its sides, and is intended to provide shelter to people or motor vehicles, or as a decorative feature on a building wall.

CENTERLINE, STREET

The centerline of a street right-of-way as determined by the City Engineer.

CERTIFICATE OF DESIGN APPROVAL – DESIGN DISTRICTS

See Sec. 17-2.5(h), Certificate of Design Approval – Design Districts.

CERTIFICATE OF DESIGN APPROVAL – HISTORIC DISTRICTS AND LANDMARKS

See Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks.

CHANGEABLE COPY

Sign copy that generally changes more often than once every 24 hours, either by hand or by an automated process.

CHARACTERIZED BY

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, describing the essential character or quality of an item. No business shall be classified as a sexually

oriented business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

CHIP HOME PROGRAM

The Certified High Performance Home program of the High Performance Building Council of the Building Industry Association of Central South Carolina, which is based on the ANSI-approved National Green Building Standard.

CIRCUIT COURT

The Circuit Court of Richland County, South Carolina.

CITY

The City of Columbia, South Carolina.

CITY CLERK

The City Clerk of the City of Columbia, South Carolina.

CITY COUNCIL

The City Council of the City of Columbia, South Carolina (see Sec. 17-2.3(a)).

CITY ENGINEER

The City Engineer of the City of Columbia, South Carolina.

CITY MANAGER

The City Manager of the City of Columbia, South Carolina.

CIVIC GREEN

An open space available for unstructured recreation that is landscaped with grassy areas and trees.

CLUBHOUSE

A building or room used for social or recreational activities by members of a club (e.g., golf course clubhouse) or occupants of a residential or other development.

CODE OF ORDINANCES

The Code of Ordinances of the City of Columbia, South Carolina.

COIN OPERATED LAUNDRY (AS ACCESSORY TO A MULTIFAMILY DWELLING, MOBILE HOME PARK, DORMITORY, OR CAMPGROUND)

An establishment where coin-operated automatic washing machines, clothes dryers, or dry-cleaning machines are provided for use as an accessory to a principal use.

COLLECTOR STREET

A street which is used or intended to be used for moving traffic from minor or local streets to arterial streets, including the principal entrance and circulation streets of a residential development.

COMMERCIAL MESSAGE

Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.

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COMMERCIAL SERVICE STREET

A street whose use or intended use is somewhat less than that of an arterial and somewhat greater than that of a collector. It will generally be located in industrial/commercial areas or be used to provide access for heavy vehicles or heavy vehicular volumes to such areas.

COMMERCIAL TIMBER OPERATION

Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

COMMUNICATION TOWER

A communication tower is a guy-wire communication tower, a lattice communication tower, or a monopole communication tower only.

COMMUNITY GARDEN (AS AN ACCESSORY USE)

An accessory use consisting of a private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person, household, family, or non-profit organization for personal or group use, consumption, or donation.

COMMUNITY RECREATION FACILITY (AS ACCESSORY TO A RESIDENTIAL DEVELOPMENT)

A private recreational facility for use solely by the residents and guests of a particular residential development, including residential subdivisions, multifamily, townhouse, and mixed use developments.

COMPOSTING, SMALL-SCALE

An enclosed area at least 100 square feet in area that contains a compost tumbler or similar apparatus designed for the purpose of converting household kitchen and yard waste into fertilizer.

COMPREHENSIVE PLAN

The Comprehensive Plan adopted by the City of Columbia, South Carolina.

CONDITIONAL USE PERMIT

See Sec. 17-2.5(l), Conditional Use Permit.

CONSTRUCTION

The erection of any building or structure or any preparations (including land-disturbing activities) for the same.

CONSTRUCTION-RELATED BUILDING, STRUCTURE, OR USE

A temporary structure, facility, or space associated with the staging, management, and security of new construction—including an office building, security building, storage buildings, construction waste and recycling receptacles, temporary sanitation facilities, outdoor storage, and employee parking areas—and located on or adjacent to the construction site.

CONTIGUOUS

Abutting directly or immediately adjacent to a boundary or separated only by a right-of-way or water body.

CONTRIBUTING

Any building, structure, or object, generally 50 years old or older, which adds to the historical integrity or architectural qualities that make the historic district significant.

CORNICE

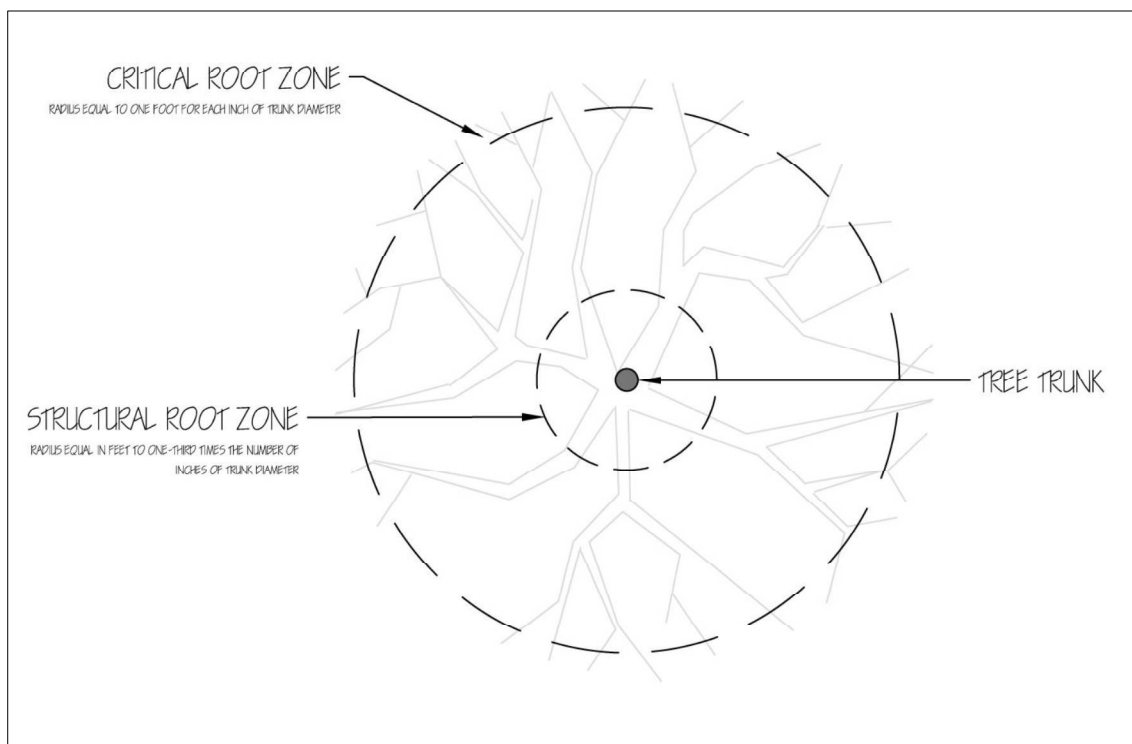
A horizontal decorative projection located at the top of a building.

COUNTY

Richland County, South Carolina and/or Lexington County, South Carolina.

CRITICAL ROOT ZONE

The minimum area beneath a tree which should be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. This area is 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.



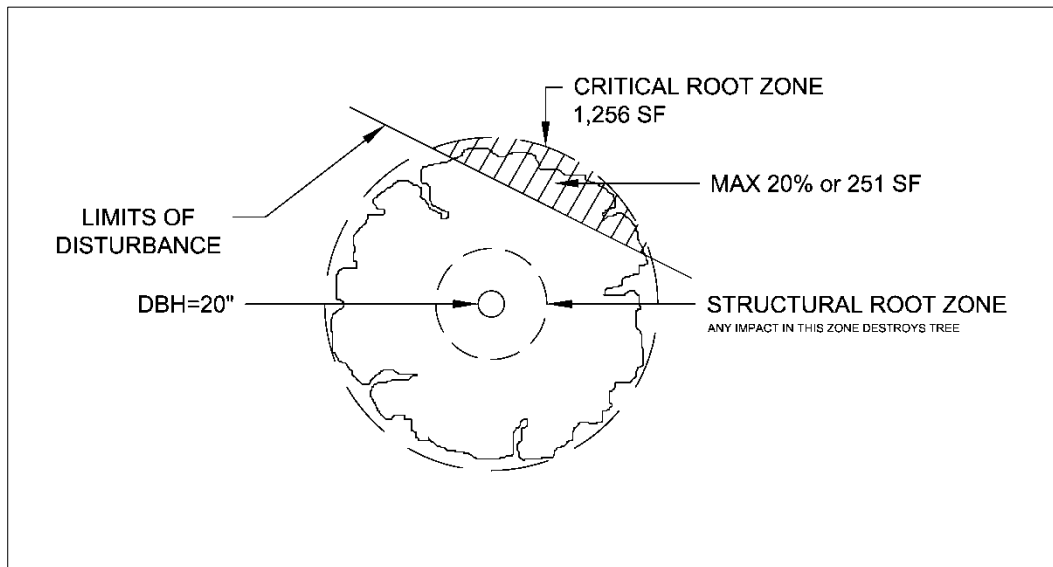
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CRITICAL ROOT ZONE, NET

In urban environments where root zones may sometimes be obstructed with barriers, i.e. roads and building foundations, etc., the root zone may be reduced in size. The percentage of impact to the Critical Root Zone is called the Net Critical Root Zone and is used to determine whether a tree is saved or lost. In order for a tree to be preserved, the net critical root zone may be no greater than 20 percent.



CUL-DE-SAC

A street having one end open to traffic and the other end terminated by a vehicular turnaround; a dead-end street.

DATUM

The term "the datum" used in Sec. 17-3.7(c), OV-A: Airport Safety Overlay District, shall mean sea level elevation unless otherwise specified.

DBH

See "Diameter-at-Breast-Height (DBH)"

DDRC

See "Design Development Review Commission."

DECORATIVE LIGHTING

Light fixtures used for decorative effects, like accent lights for buildings.

DEMOLITION

The razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

DESIGN DEVELOPMENT REVIEW COMMISSION

The Design Development Review Commission of the City of Columbia, South Carolina (see Sec. 17-2.3(e)).

DEVELOPER

Any person, including a governmental agency, undertaking development.

DEVELOPMENT AGREEMENT

See Sec. 17-2.5(f), Development Agreement.

DEVELOPMENT LOT AS A WHOLE

The entire parcel proposed for a two-family or townhouse development, containing all parcels proposed to be owned in common and all proposed individual lots under two-family or townhouse units.

DHEC

The South Carolina Department of Health and Environmental Control.

DIAMETER-AT-BREAST-HEIGHT (DBH)

The diameter of a tree measured in inches 54 inches above the ground. If the tree splits into multiple trunks at a height below 54 inches, but above the ground, the diameter is measured at the narrowest point beneath the split.

DISPLAY AREA

An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

DISPLAY SURFACE AREA

That area of a sign including the entire area within a regular geometric shape or combination of regular geometric shapes enclosing all of the elements of informational or representational matter displayed, including blank masking or any surface shape intended to convey ideas, information or meaning. Sign support structures not bearing informational or representational matter shall not be included in computation of display surface area. Only one side of a double-faced sign shall be included in calculating the display surface area.

DRIP LINE

The perimeter of a tree's spread measured at the outermost tips of the branches and extending downward to the ground.

DRIVE-THROUGH FACILITY

A facility used to provide products or services to customers who remain in their vehicles, whether through a window or door in a building, a machine in a building or detached structure (e.g., ATM), or via a mechanical device (e.g., a pneumatic tube system). In addition to the pick-up window or door, drive-through service facilities also may include remote menu boards and ordering stations. Use types that commonly have drive-through service include banks, fast food restaurants, and drugstores.

DRIVEWAY

An area improved in accordance with Sec. 17-5.2(c), General Standards for Off-Street Parking and Loading Areas, leading from a street or alley to a parking space.

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DRUGSTORE (AS AN ACCESSORY USE)

The filling and sale of prescription drugs and the sale of medical supplies, nonprescription medicines, and related goods and services, as an accessory use.

DWELLING

Any building or part of building designed, occupied or intended for human occupancy, not to include a hotel or motel, lodging house, hospital or other accommodation used more or less for transient occupancy.

DWELLING UNIT

Any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

- (1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house);
- (2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation;
- (3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or
- (4) A separate water meter or connection to a well.

EASEMENT

A grant by a landowner to another landowner or to the public, of a right to occupy or use designated land for specific purposes, such as access, drainage, conservation, the location of public improvements, or other specified purpose. An easement does not constitute fee simple ownership of the land.

ELECTRIC VEHICLE (EV) LEVEL 1, 2, OR 3 CHARGING STATION

A vehicle parking space served by an electrical component assembly or cluster of components assemblies (battery charging station) designed and intended to transfer electric energy by conductive or inductive means from the electric grid or other off-board electrical source to a battery or other energy storage device within a vehicle that operates, partially or exclusively, on electric energy.

A Level 1 charging station is a slow-charging station that typically operates on a 15- or 20-amp breaker on a 120-volt Alternating Current (AC) circuit.

A Level 2 charging station is a medium-speed-charging station that typically operates on a 40- to 100-amp breaker on a 208- or 240-volt Alternating Current circuit.

A level 3 charging station is an industrial grade charging station that operates on a high-voltage circuit to allow for fast charging.

ENCROACHMENT INTO RIGHT-OF-WAY

A physical extension or intrusion into the right-of-way. See Sec. 17-9.2(b)(4), Allowable Encroachments into Required Yards or Rights-of-Way.

ENTERTAINMENT

For purposes of uses in the Eating and Drinking Establishments use category, any activity or game that is live, broadcast, or recorded, including, but not limited to, dancing, music, theater or comedy performance, sporting events, trivia games, and games of skill or chance.

ENTERTAINMENT, OUTDOOR

For purposes of uses in the Eating and Drinking Establishments use category, any activity or game that is live, broadcast, or recorded, including, but not limited to, dancing, music, theater or comedy performance, sporting events, trivia games, and games of skill or chance, when conducted outside a permanent enclosed area, contained by permanent walls and a permanent roof.

ESCORT

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, a person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

ESTABLISH OR ESTABLISHMENT

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
- (3) The addition of any sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of any sexually oriented business.

EXTERIOR ARCHITECTURAL FEATURE

The site improvements and general architectural arrangement, or either, of such portion of the exterior of any structure as is designed to be open to view from any public street or way, including but not limited to:

- (1) The kind, color and texture of the material of such portion so open to view;
- (2) The type and design of all windows, doors, lights, signs and other fixtures appurtenant to such portion; and
- (3) The location, adequacy and treatment of any vehicular access to such structure and open to view.

FAÇADE

The front, sides or rear faces of a building.

FACTORY-FABRICATED TRANSPORTABLE BUILDING (TEMPORARY USE)

A building constructed in a factory that is designed to arrive at a site ready for occupancy (except for minor unpacking and connection to utilities) and to be readily relocated to another site immediately following its use.

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FAIR OR BETTER CONDITION

A tree is in fair or better condition if:

- (1) Its trunk is relatively sound and solid with no extensive decay or hollow and less than 20 percent of the cambium is dead. (See "Cambium");
- (2) It contains no more than one major and several minor dead limbs; and
- (3) It has no major insect or pathological problem.

FAMILY

An individual; two or more persons related by blood, marriage, or adoption; or a group of three or fewer individuals not related by blood, marriage, or adoption, living together in a dwelling unit as a single housekeeping unit.

FAMILY CHILD CARE HOME (AS ACCESSORY TO A SINGLE-FAMILY DWELLING)

The provision of childcare as an accessory use in a single-family dwelling that constitutes a "family childcare home" as that term is defined in State law.

FARMERS' MARKET, TEMPORARY

A collection of vendors using private or publicly owned property or property owned by a not-for-profit organization for the sale of agricultural and horticultural products grown by the vendor, or for the sale of baked, canned, or preserved foods prepared by the vendor. If the farmers' market occurs regularly for all or most of the year, it is considered a principal use. If the farmers' market occurs only occasionally or periodically for only a limited time period during the year, it is considered a temporary use.

FENCE OR WALL

An artificially erected freestanding barrier used to enclose (and protect) an area, restrict or prevent access to an area, to conceal or screen an area, and/or for decorative purposes. A fence may be open or solid and generally consists of wood, metal, concrete, or plastic posts connected by boards, rails, panels, wire, or mesh. A wall is generally solid and consists of masonry, stone, brick, tile, concrete, or plaster. Natural growth barriers such as hedges are not considered fences or walls.

FESTOON

A string of ribbons, tinsel, flags, pennants, or pinwheels.

FILLING OR FILL

Fill means any organic material including but not limited to earth, clay, sand, wood chips, bark, or other organic material of any kind that is placed or stored upon the surface of the ground resulting in an increase in the natural surface elevation. Filling means the placement of fill.

FIXTURE OR LUMINAIRE

For purposes of Sec. 17-5.9, Exterior Lighting, a complete lighting unit including the lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.

FLAGPOLE AND FLAG

A pole displaying a fabric, banner, or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision, corporate or commercial entity, or institution.

FLEA MARKET, TEMPORARY

The temporary and occasional collection of vendors using stalls, booths, or tables on property owned by a public agency or a not-for-profit organization for the sale of merchandise, collectibles, crafts, antiques, and other items, excluding automobiles, automobile parts, and nonportable household appliances.

FLOOD

A temporary rise of water level in lakes, streams, natural drainage courses, artificial drainage courses or other waterways that results in inundation of areas not ordinarily covered by water.

FLOOD FREQUENCY

The average length of time between flood occurrence, statistically determined, for which it is expected that a specific flood level will be equaled or exceeded.

FLOODPLAIN

Areas subject to periodic inundation by large floods which occur with calculable flood frequency and subject to flooding which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection. Floodplain boundaries are generally lateral to the boundaries of floodways or the adjacent drainage course.

FLOODWAY

The portion of the floodplain that conveys the regulatory flood at velocities that pose significant hazards to people and property.

Floodlighting

FLOOR SPACE

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, the floor area inside an establishment that is visible or accessible to patrons for any reason, excluding restrooms.

FOOT CANDLE

A unit of measure of the intensity of light falling on a surface. It is often defined as the amount of illumination that the inside surface of a one-foot-radius sphere would be receiving if there were a uniform point source of one candela in the exact center of the sphere. One footcandle is equal to one lumen per square foot.

FORESTRY PERMIT

See Sec. 17-2.5(n), Forestry Permit.

FORM-BASED CODE

A Planned Development or base zoning district identified by the City Council as being subject to the Board of Zoning Appeals – Form-based Codes in the ordinance establishing the Planned Development or base zoning district. The Bull Street Planned Unit Development is an example of a Form-based Code.

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FULL CUT-OFF

A light fixture constructed and installed in such a manner that all light emitted by it, either directly from the lamp (bulb) or a diffusing element, or indirectly by reflection or refraction from any part of the fixture, is projected below the horizontal plane of the fixture.

GARAGE OR CARPORT

A structure used or designed to provide shelter for the parking and storage of motor vehicles or boats. A garage is an enclosed building whereas a carport is a roofed structure open on one or more sides. Garages and carports are commonly attached to and considered part of a dwelling or other principal building, but may exist as a detached accessory structure.

GARAGE/YARD SALE

The temporary and occasional use of the premises of a dwelling for the sale, open to the public, of new or used personal property.

GRAND TREE

A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

- Large hardwoods (e.g. Oak, Hickory, Tulip Poplar, Beech): 24 inches DBH
- Large softwoods (e.g. Pine, Deodar Cedar, Red Cedar): 30 inches DBH
- Small hardwoods (e.g. Dogwood, Redbud, American Holly): 10 inches DBH

GREEN ROOF

A vegetative layer grown on a rooftop.

GREENHOUSE

A structure made of glass, plastic, or fiberglass in which temperature and humidity can be controlled for the cultivation of plants.

GREENWAY SYSTEM

A series of linear parks, typically beside a road or stream, that contain and are connected by shared use trails or similar pedestrian and bicycle pathways.

GROSS FLOOR AREA

The total horizontal area of all floors of a building, including exterior balconies, mezzanines, and porches but excluding stairways and elevator shafts, measured from the interior faces of the exterior walls of a building.

GROUND FLOOR ACTIVITY ZONES

Ground floor activity zones are sub-districts within the Innovista Design Overlay (OV-ID) zoning district. The OV-ID design guidelines, which are incorporated into this Ordinance by reference, includes a map (see page 5, Innovista Design District Guidelines) titled Ground Floor Activity Zones, which identifies specific areas within the OV-ID district where a minimum percentage of the ground floor of buildings shall be occupied by uses that contribute to an active street frontage (see Sec. 17-3.7(g)(4)b, Ground Floor Uses).

GROUND COVER

Low-growing plants that grow in a spreading fashion to form a more or less solid mat of vegetation, generally planted to provide decorative landscaping or permeable cover for bare earth that prevents soil erosion.

GUY-WIRE COMMUNICATION TOWER

A ground-mounted tower supported by guys extending from various points upon the tower to anchors at the base of the tower that supports wireless communication antenna.

HARDWOOD TREE

A broad-leaved tree, so called because its wood is harder and more compact than that of a softwood, or needle-bearing conifer.

HAZARD TO NAVIGATION

Related to airport operations, an obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.

HEALTH DEPARTMENT

The South Carolina Department of Health and Environmental Control and subordinate health agencies having jurisdiction over the land area in which a proposed subdivision is located.

HELIPAD (AS AN ACCESSORY USE)

A facility located on the roof of an office or other building (like a hospital) that accommodates the landing and taking-off of helicopters.

HISTORIC COMMERCIAL DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing physical features or improvements, or both, which:

- (a) Were originally constructed for commercial use;
- (b) Are of historical, social, cultural, architectural or aesthetic significance to the City; and
- (c) Cause such an area to constitute a distinctive section of the City.

HOME GARDEN

An on-site garden planted by an owner or occupant of a dwelling unit for the purpose of growing vegetables or fruit for consumption by occupants of the dwelling unit only.

HOME HOUSING FOR POULTRY

The keeping of poultry for domestic purposes and associated structures used for feeding, shelter and confinement.

HOME OCCUPATION

An occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

ILLUMINANCE, HORIZONTAL

The intensity of artificial light falling on a horizontal surface, measured in foot candles.

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ILLUMINATION

The casting of artificial light onto the ground or another surface.

INFLUENTIAL INTEREST

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, any of the following:

- (1) The actual power to operate the sexually oriented business or control the operation, management or policies of the sexually oriented business or legal entity which operates the sexually oriented business,
- (2) Ownership of a financial interest of 30 percent or more of a business or of any class of voting securities of a business, or
- (3) Holding an office (e.g., president, vice president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

INTERPRETATION – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(x), Interpretation – Land Development (Subdivision).

INTERPRETATION – ZONING

See Sec. 17-2.5(w), Interpretation – Zoning.

LAND

The earth, water, and air, above, below, or on the surface, and including any improvements or structures customarily regarded as land.

LAND DEVELOPMENT ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of enforcing Land Development (Subdivision) Standards, of this Ordinance (see Sec. 17-2.3(g)).

LANDMARK

Any physical feature or improvement designated by the City Council (see Appendix A, Appendix B, and Appendix C) as a physical feature or improvement which in whole or part has historical, social, cultural, architectural or aesthetic significance to the city and the state, or the region, or the nation, and has been in existence for no fewer than 20 years.

LANDMARK DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which are of historical, social, cultural, architectural or aesthetic significance to the city, state, region, or nation, and cause such area to constitute a distinctive section of the city.

LANDOWNER

A person who holds legal title to a property or the authorized agent of such a person.

LANDSCAPE AREA

An area of land where landscaping is provided in accordance with Sec. 17-5.3, Landscaping.

LANDSCAPING PLAN

A plan, which may be associated with a subdivision, site plan, parking plan, or other plan or application for a development approval or permit, that shows the placement of trees, shrubs, ground cover, and affiliated structures and improvements on a site, and includes specifications, species, quantities, and installation. A landscaping plan must be prepared by a landscape architect or, in limited cases, by another design professional. See Sec. 17-5.3(b)(4), Landscaping Plan Required.

LATTICE COMMUNICATION TOWER

A ground-mounted, many-legged, self-supporting tower created by the joining of structural members that supports wireless communication antenna.

LDA

See "Land Development Administrator."

LICENSEE

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license.

LIGHT, WALL PACK

A light fixture mounted to an exterior wall of a building.

LIMITED FUEL/OIL/BOTTLED GAS DISTRIBUTION

The distribution, for compensation, of fuel oil or bottled gases such as propane or liquid petroleum in containers no greater than five gallons in volume.

LOADING AREA

An area where loading berths are provided in accordance with Sec. 17-5.2(j), Loading Area Standards.

LOT DEPTH

The distance from the street frontage to the lot line opposite the street frontage (see Sec. 17-9.2, Rules of Measurement).

LOT FRONTAGE

Any side of a lot adjacent to a street shall be considered frontage, and yards shall be provided upon that basis. The phrase "street frontage" shall be interpreted to have the same meaning as the phrase "lot frontage."

LOT LINE

A line forming the boundary of a lot.

LOT OR LOT OF RECORD

For purposes of Article VI: Land Development (Subdivision) Standards, a portion of a subdivision intended as a unit for transfer of ownership or for development or both. The word "lot" includes the word "plot" or "parcel." For all other purposes, an area of land clearly defined by plat or metes and bounds description duly recorded with the Register of Deeds.

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LOT WIDTH

The distance between straight lines connecting front and rear lot lines at each side of the lot (see Sec. 17-9.2, Rules of Measurement).

LOT, CORNER

A lot located at the intersection of two or more streets. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost point of the lot lines to the foremost point of the lot (or an extension of the lot where it has been rounded by a street radius) meet at an interior angle of less than 135 degrees.

LOT, INTERIOR

A lot, other than a corner lot, with only one frontage on a street.

LOT, THROUGH

A lot, other than a corner lot, with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as double frontage lots.

LUMEN

A quantitative unit measuring the amount of light emitted by a light source.

MAJOR ALTERATION

A significant change to a structure or site that may include but is not limited to enclosing a porch, building an addition, removing or adding openings, removing or altering large amounts of original material, and other alterations determined by the Design Development Review Commission or the Land Development Administrator to be significant for the building or site.

MANUFACTURING, ASSEMBLY, OR FABRICATION, LIGHT (AS AN ACCESSORY USE)

An accessory use involving the mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to the wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration.

MARQUEE

A permanent roofed structure attached to and supported by a building.

MASONRY WALL

A wall constructed of brick, stone or stucco.

MAXIMUM EXTENT PRACTICABLE

No feasible or practical alternative exists, as determined by the decision-maker, and all possible efforts to comply with the standards or regulation to minimize potential harmful or adverse impacts have been undertaken by an applicant. Economic considerations may be taken into account but shall not be the overriding factor in determining "maximum extent practicable."

MINOR ALTERATION

A change to a building or site that does not qualify as a major alteration, as determined by the Design Development Review Commission or the Land Development Administrator.

MIXED-USE DEVELOPMENT

A tract of land or structure developed for both residential and nonresidential uses. Such uses may be vertically integrated within a multi-story building or horizontally integrated within a single story building or on a lot or development site.

MOBILE HOME

A movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

MODEL SALES HOME/UNIT

A dwelling, dwelling unit, or other marketable unit of a new development that is used for real estate sales or leasing activities associated with the development pending construction of the development and the initial sales of homes or units in the development.

MONOPOLE COMMUNICATION TOWER

A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

NET CRITICAL ROOT ZONE

See Critical Root Zone, Net.

NONCOMMERCIAL MESSAGE

Any sign wording, logo, or other representation that is not defined as a commercial message.

NONCONFORMING

A term applied to lots of record, structures, uses of land or structures, signs, and other site features which were lawful before the passage of this Ordinance or before an amendment of this Ordinance, but which are prohibited by this Ordinance or which are not in compliance with the requirements of this Ordinance.

NONCONFORMING LOT OF RECORD

A lot of record that was legally created before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards in this Ordinance.

NONCONFORMING SIGN

A sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the signage standards in this Ordinance.

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NONCONFORMING SITE FEATURE

Any off-street parking, landscaping, or sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the standards in this Ordinance.

NONCONFORMING STRUCTURE

A structure that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards of the zoning district in which it is located or any other standards in this Ordinance.

NONCONFORMING USE

A use that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the use regulations in this Ordinance.

NON-CONTRIBUTING

Any building, structure, or object, less than 50 years old, which does not possess the historical integrity or architectural qualities that make the historic district significant, or a property or building 50 years old or older that has been significantly altered, or properties not associated with the period of significance for the district.

NONRESIDENTIAL

Not providing any dwellings for occupation other than on a transient basis (such as hotels).

NOTICE OF VIOLATION

A notice indicating an alleged violation of this Ordinance. See Sec. 17-8.5(b)(1), Notice of Violation.

NUDITY

The showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola.

NURSERY AND GARDEN CENTER (AS ACCESSORY TO AN AGRICULTURAL USE)

Structures or an area of land located on land used for agricultural production that is used for the display and sale of nursery stock or garden supplies. This use does not include a "produce stand."

OBSTRUCTION

Related to airport operations, any structure, growth or other object, including a mobile object, which exceeds a limited height set forth in this section.

OFFICIAL ZONING MAP

See Sec. 17-1.7, Official Zoning Map.

OFF-STREET PARKING

Parking spaces that are located completely within the boundaries of the lot, and completely off of public or private rights-of-way or alleys or any interior surface access easement for ingress and egress.

OPEN SPACE SET-ASIDE

The portion of a proposed development required for reservation as a permanent open space in accordance with Sec. 17-5.5, Open Space.

OPERATOR

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, any person on the premises of a sexually oriented business who causes the business to function or who puts or keeps in operation the business or who is authorized to manage the business or exercise overall operational control of the business premises. A person may be found to be operating or causing to be operated a sexually oriented business regardless of whether that person is an owner, part owner, or licensee of the business.

ORIENTED TOWARD

Placed with the most important parts facing toward.

OUTBUILDING

A shed, garage, or other building that is accessory to a principal use on the same lot.

OUTDOOR DISPLAY OF MERCHANDISE (AS ACCESSORY TO A RETAIL SALES USE OR WHOLESALE SALES)

Outdoor display of merchandise is the placement of products or materials for sale outside the entrance of a retail or wholesale sales establishment.

OUTDOOR ENTERTAINMENT

See "Entertainment, Outdoor."

OUTDOOR SEATING/ACTIVITY AREA (AS ACCESSORY TO AN EATING OR DRINKING ESTABLISHMENT)

Outdoor seating/activity areas as accessory to an eating or drinking establishment is the provision of on-site outdoor seating or entertainment areas by an eating or drinking establishment where food or beverages are served for consumption or where outdoor entertainment takes place. The accessory use also may include outdoor seating areas on public sidewalks in front of the establishment.

OUTPARCEL

A remaining parcel platted in a commercial subdivision but set aside for future development or some other purpose specified on the plat.

PARAPET

That portion of a wall that extends above the roof line.

PARCEL

See "Lot."

PARKING AREA

An outdoor area containing off-street parking, including any appurtenant driving areas, such as aisles and driveways.

PARKING LOT

See "Surface Parking or Parking Lot."

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PARKING SPACE

An area provided for parking a licensed motorized vehicle in operating condition in accordance with Sec. 17-5.2, Off-Street Parking, Bicycle Parking, and Loading.

PD

See “Planned Development.”

PERSON

For the purposes of enforcing this Ordinance in accordance with Enforcement, “person” includes an individual, corporation, government agency, government official, business trust, partnership, two or more persons having a joint interest, or any other legal entity. Persons subject to the remedies and penalties established in Enforcement, for violating this Ordinance shall include the owner, tenant, or occupant of the land or structure that is in violation of this Ordinance and any other person who participates in, assists, directs, creates, or maintains a situation that constitutes an Ordinance violation, including but not limited to an architect, engineer, builder, contractor, or agent.

For all other purposes, “person” means any individual, corporation, government agency, business trust, partnership, two or more persons having a joint interest, or any other legal entity.

PILASTER

An element used to give the appearance of a supporting column and to articulate an extent of wall, with only an ornamental function.

PLANNED DEVELOPMENT

See Sec. 17-2.5(d), Planned Development.

PLANNED DEVELOPMENT DISTRICT

See Sec. 17-3.6, Planned Development Districts.

PLANNING COMMISSION

The Planning Commission of the City of Columbia, South Carolina (see Sec. 17-2.3(b)).

PLAZA

A public square or similar open area intended as a gathering space that is typically paved and includes pedestrian elements such as benches, seating, fountains, landscaping, and public art.

PORTABLE SHIPPING CONTAINER

A large metal or wooden container, typically intended for transport by large truck, train, or ship, that is used for the temporary storage and or transport of personal property.

PREMISES

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a sexually oriented business license.

PRIMARY FRONTAGE

On a corner lot, the frontage on the street having the highest traffic volume, or, if no such street can be identified, the street frontage having the greatest lot width.

PRINCIPAL STRUCTURE

A structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated commercially in a business area.

PRINCIPAL USE

The significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

PROCEDURES MANUAL

A manual compiled by the Zoning Administrator and Land Development Administrator containing all requirements for application contents and forms, submission schedules, and fees established in accordance with this Ordinance. The Procedures Manual may contain additional information relevant to the submittal, review, and decision of development applications.

PROTECTED LOT

A vacant lot or a lot upon which a single-family detached dwelling or two-family dwelling is located, that requires compliance with the standards in Sec. 17-5.6, Neighborhood Compatibility (see Sec. 17-5.6(b), Applicability).

PROTECTION AREA

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area which is contiguous to and constitutes an essential part of the physical environment of any architectural conservation district, landmark, or landmark district, or constitutes an area of significance in fostering good principles of urban design as applied to the city, or is an area of historical, social, cultural, architectural or aesthetic significance to the city.

PUBLIC ART

Art that is located so as to be visible to persons in public places, including but not limited to streets, sidewalks, and parks, and which does not:

- (1) Contain characteristics of an advertising sign;
- (2) Identify or draw attention to a business, profession, or industry; or

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- (3) Identify or draw attention to the type of products sold, manufactured, or assembled or to the type of services or entertainment offered on the premises or in the City.

PUBLIC HEARING

A meeting that is open to the public and advertised in advance as required by the S.C. Code and this Ordinance, at which members of the public are allowed to speak on the subject of the public hearing. Advisory and decision-making bodies are required to conduct public hearings before a decision is made on certain applications.

QUORUM

The minimum number of City Council, Planning Commission, Board of Zoning Appeals, Board of Zoning Appeals – Form-based Codes, or Design Development Review Commission members that must be present in order to conduct official business or take official action.

RAINWATER CISTERN OR BARREL

A catchment device to capture rain water from a roof or other surface before it reaches the ground, which may be either above or below ground level.

RECYCLING DROP-OFF STATION

A location providing designated containers (commonly known as drop-off stations) for the collection of recyclable materials. Materials are stored in containers temporarily until they are transported to a separate processing facility.

REGISTER OF DEEDS

The Register of Deeds for Richland County, South Carolina, or the Register of Deeds for Lexington County, South Carolina. May be abbreviated ROD.

REGULARLY

For purposes of Sec. 17-4.2(c)(3)d.4, Sexually-Oriented Businesses, the consistent and repeated doing of an act on an ongoing basis.

REGULATORY FLOOD

A flood that is expected to occur in the future and cause damage, based on past flooding events.

REGULATORY FLOOD PROTECTION ELEVATION

The elevation of the regulatory flood, which can be influenced by topography, anticipated hydraulic conveyance capacity, and encroachment into areas subject to flooding.

RELOCATION

For purposes of Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks, the moving of a building, structure, or object on the same lot or to another lot.

RESUBDIVISION

A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use or any lot, or if it affects any map or plat legally recorded prior to the adoption of any regulations controlling subdivisions.

RETAIL SALES (AS AN ACCESSORY USE)

Small-scale retail sales or service uses on the premises of a principal use that offer convenient goods and other goods and services (not major purchase items) serving the day-to-day needs of individuals, or the offering of products associated with a manufacturing, warehouse, or wholesale use for retail sale to the general public on the premises of the manufacturing, warehouse, or wholesale use. An example is an outlet or seconds shop located at a manufacturing plant.

RIGHT-OF-WAY

A strip or parcel of land occupied or intended to be occupied by a street, road, railroad or other special use. Fee simple title is usually granted to the agency or entity acquiring the right-of-way. For purposes of Article 6: Land Development (Subdivision) Standards, every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots and parcels. Right-of-way intended for roads, railroads, streets and similar uses shall be dedicated by the property owners on whose property such rights-of-way are established to the entity accepting responsibility for their maintenance.

ROOF PITCH

The amount of slope of a roof expressed in terms of feet of rise per feet of run (e.g. 3:12).

RUNWAY

Related to airport operations, the runway is a defined area within an airport prepared for landing and takeoff of aircraft along its length.

S.C. CODE OR SOUTH CAROLINA CODE

The Code of Laws of the State of South Carolina.

SANDWICH BOARD SIGN

An A-frame sign consisting of two boards hinged at the top hanging back to back. Such signs are generally oriented to pedestrians.

SCREENING

A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

SEARCHLIGHT

A device, consisting of a powerful light source (traditionally a carbon arc lamp with a mirrored parabolic reflector), that projects a powerful beam of light in a particular direction, that can typically be swiveled.

SECONDARY FRONTAGE

On a corner lot, any frontage other than a primary frontage.

SEMI-NUDE OR SEMI-NUDITY

The showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts

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exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

SETBACK LINE

The setback line is the same as the depth or width of any required yard. Such line defines the minimum distance between any structure and an adjacent lot boundary and is not necessarily the same as the building line, which is the distance between the actual structure and an adjacent lot boundary.

SEXUAL DEVICE

Any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

SHADE TREE

An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet.

SHRUB

A woody plant, usually maturing at less than 12 feet, having several permanent stems, instead of a single trunk.

SIDEWALK

A paved area within or adjacent to the public right-of-way running generally parallel to the street for the purposes of pedestrian travel and to facilitate pedestrian access to adjacent streets, buildings, and land.

SIGHT AREA

The space between three and eight feet in height, maintained clear of objects such as hedges, fences, and other obstructions for visibility purposes, located directly above the triangle formed by a line connecting intersecting property lines at rights-of-way or sections of driveway at rights-of-way at the following distances:

- (1) 12 feet at residential and commercial driveways; and
- (2) 25 feet at intersecting property lines at rights-of-way.

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**SIGN**

Any structure, fixture, placard, or device used to visually convey direction, information, or identification, or to visually advertise or promote any business, product, goods, activity, services, or interests.

SIGN COPY

All words, letters, numbers, figures, characters, artwork, symbols or insignia that are used on a display surface area.

SIGN PERMIT

See Sec. 17-2.5(o), Sign Permit.

SIGN SUPPORT STRUCTURE

Any base, foundation, pedestal, pole, post, upright, brace, bracket, bar, rod, strut, cross-piece, frame, scaffold, girder, or other similar item designed to support the load and/or force of a sign's display surface area, regardless of whether or not such items are permanently attached to the ground.

SIGN, FREESTANDING

A sign which is permanently affixed to the ground and which is not a part of a building or other structure.

SIGN, INFLATABLE

A sign that holds its shape by receiving a one-time or continuous supply of air or other gas, including balloons.

SIGN, MOBILE

A sign which is not permanently affixed to the ground and is equipped for transporting by motor vehicle, including signs referred to as trailer signs. Any mobile sign used on the same lot for more than 45 days per year will be considered a freestanding sign.

SIGN, OFF-PREMISE

A sign which relates in its subject matter to buildings, businesses, establishments, occupants, uses, functions, addresses and other like identifying elements, products, accommodations, services, or activities found, located, sold, or offered elsewhere than

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upon the premises on which the sign is located. Mobile signs may be off-premise signs, and off-premise signs include but are not limited to those signs commonly referred to as outdoor advertising signs, billboards or poster boards.

SIGN, OFF-PREMISE WEEKEND DIRECTIONAL

An off-premise sign placed only on the weekend, the purpose of which is limited exclusively to the identification of a use or occupancy located elsewhere and which tells the location of or route to such use or occupancy.

SIGN, ON-PREMISE

A sign which relates in its subject matter to the buildings, businesses, establishments, occupants, uses, functions, or premises on which it is located, or to products, accommodations, services or activities offered, sold or engaged in or on the premises on which it is located.

SIGN, OUTDOOR ADVERTISING

A permanent, off-premise sign.

SIGN, PERMANENT

A sign that is intended for other than temporary use or a limited period. A permanent sign is usually affixed or attached to the exterior of a building or to a pole or other structure by adhesive or mechanical means or is otherwise characterized by anchoring, construction materials, or a foundation indicative of an intent to display the sign for more than a limited period.

SIGN, PROJECTING

A sign, other than a wall sign, which projects from and is supported by a building.

SIGN, TEMPORARY

A sign not permanently installed or not intended or designed for permanent display. Temporary signs are usually made of a relatively lightweight and inexpensive material, such as cloth, canvas, light fabric, cardboard, corrugated plastic, or other light material.

SIGN, WALL

Any sign attached flat and parallel to the exterior wall or surface of a building or other structure and which projects not more than 12 inches from that wall or surface.

SIGN, YARD

A temporary sign that does not contain a commercial message and that is installed in the ground, usually on a wooden post or a thin support made of metal.

SITE PLAN

See Sec. 17-2.5(i), Site Plan.

SITE PLAN REVIEW TEAM

See Sec. 17-2.3(i), Site Plan Review Team.

SITE PLAN, MAJOR

See Sec. 17-2.5(i)(3)b, Major Site Plan.

SITE PLAN, MINOR

See Sec. 17-2.5(i)(3)a, Minor Site Plan.

SITE SPECIFIC DEVELOPMENT PLAN

Those documents that comprise a complete application for a zoning permit, certificate of zoning compliance, variance, special exception, planned development, sketch plat or plan, or other similar approval that authorizes the developer or landowner to proceed with investment in grading, installation of utilities, streets, and other infrastructure, and to undertake other significant expenditures necessary to prepare for application for a building permit.

SMALL-MATURING TREE

An evergreen or deciduous tree with a mature height of over 15 feet but no greater than 25 feet.

SOLAR ENERGY CONVERSION SYSTEM (SMALL-SCALE)

Equipment for the collection of solar energy or its conversion to electrical energy for use on the same property, or for incidental sale to a public utility, when that equipment is accessory to a principal use of the property. Components are typically mounted on the roof(s) of principal or accessory structures, but may be mounted on other parts of structures, or on the ground.

SOFTWOOD TREE

A coniferous (cone-bearing) tree such as pine, cedar and bald cypress.

SPECIAL EXCEPTION PERMIT

See Sec. 17-2.5(e), Special Exception Permit.

SPECIAL FLOOD HAZARD AREA

An area of special flood hazard as defined in Chapter 21 of the Code of Ordinances.

SPECIFICATIONS FOR ROADWAY DESIGN

Part 5, Specifications for Roadway Design, of the City of Columbia Regulations.

SPECIFIED ANATOMICAL AREAS

- (1) Less than completely and opaquely covered: human genitals, pubic region; buttock; and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SQUARE

Formal open space that provides safe and accessible places for the public to meet or gather. A square may include shelters, benches, landscaping, public art, plantings, hardscape, and greens or other flat level surfaces.

STABLE, PRIVATE (AS AN ACCESSORY USE)

A building or land where horses are, sheltered, fed, or kept for personal use, accessory to a single-family detached dwelling.

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STATE

The State of South Carolina.

STEALTH WIRELESS COMMUNICATION FACILITY

A structure fabricated in a manner that aesthetically masks its appearance as a wireless communication facility, including but not limited to a flagpole, tree, light standard, and bell tower.

STOP WORK ORDER

An order directing the person responsible for the development of land to cease and desist all or any portion of the activity which violates the provisions of this Ordinance.

STORAGE SHED

An uninhabitable accessory structure used or designed to be used to provide shelter for or storage of materials, or as a small workshop. Storage sheds may be enclosed or open and may be attached to a principal building or exist as a detached structure.

STOREFRONT

The entrance facade of a building housing a commercial use that faces a street, sidewalk, or other pedestrian way.

STREET

A public thoroughfare designed to provide the principal means of access to abutting property, or designed to serve as a roadway for vehicular travel, or both, but excluding alleys.

STREET, ARTERIAL

A freeway, an expressway or an arterial street or highway which is used or intended to be used for moving either heavy vehicular traffic volumes or high speed traffic, or both, or which has been designated as arterial under the Specifications for Roadway Design.

STREET, COLLECTOR

A street which is used or intended to be used for moving traffic from minor or local streets to arterial streets, including the principal entrance and circulation streets of a residential development.

STREET, INDUSTRIAL OR COMMERCIAL SERVICE

A street whose use or intended use is somewhat less than that of an arterial and somewhat greater than that of a collector. It will generally be located in industrial/commercial areas or be used to provide access for heavy vehicles or heavy vehicular volumes to such areas.

STREET, LOCAL RESIDENTIAL

A street in a residential and/or commercial area used primarily for access to abutting properties and to feed traffic to collector streets. This classification includes streets located parallel and adjacent to limited access streets or highways which provide access to abutting properties and protection from through traffic.

STREET, MINOR RESIDENTIAL

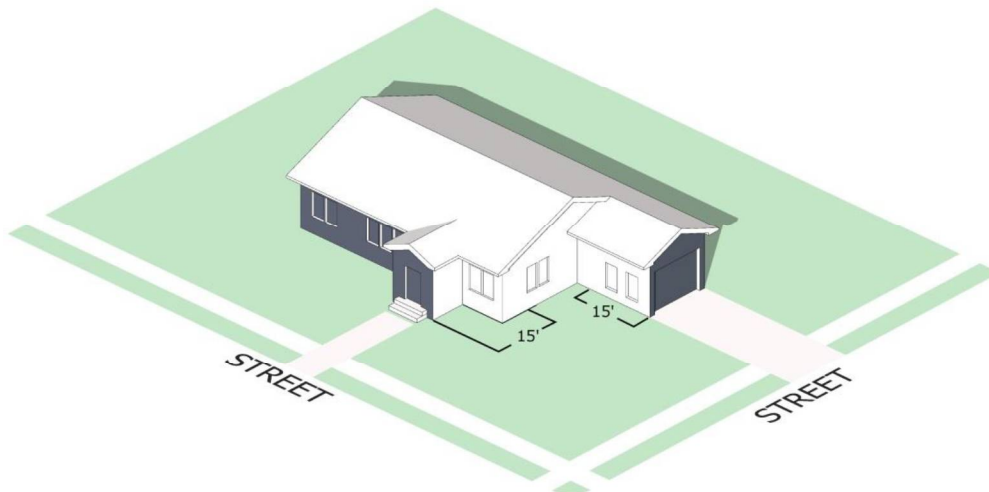
A street which carries no through traffic and which is used or intended to be used primarily for access to abutting residential lots which provide a minimum of two off-street parking spaces, and serving not more than 40 units, or, if a cul-de-sac, serving not more than 20 units.

STREET-FACING FAÇADE

Any façade of a principal building which approximately parallels a lot line abutting a street, and which:

- (1) Has a minimum width of ten feet; and
- (2) Is the façade of the principal building closest to such lot line or is located within 15 feet of such lot line.

The figure below is an illustration of street-facing façades:



 shading indicates street-facing façades of a building

STREET FRONTAGE

See "Lot Frontage."

STREET PROTECTIVE YARD

A landscaped area planted with trees and other vegetation that is parallel and adjacent to the recorded or proposed public street right-of-way.

STREET TREES

Trees located in the public right-of-way between the edge of the street and the edge of the right-of-way or in the street median.

STRUCTURAL ROOT ZONE

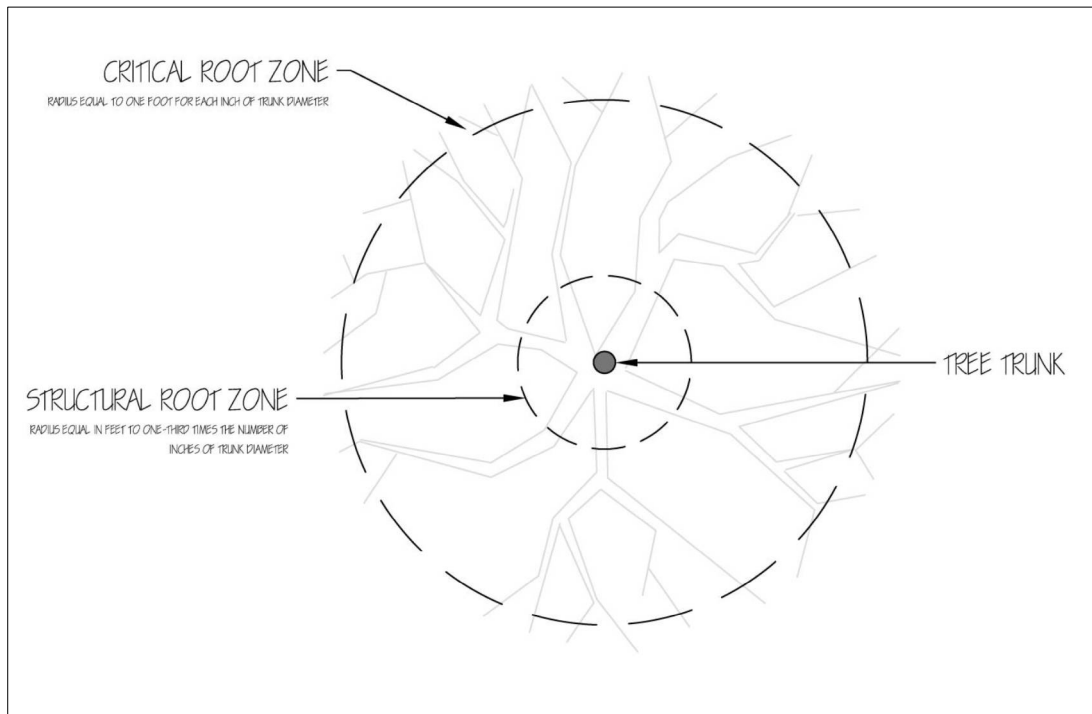
The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root zone is proportional to the stem diameter (DBH) of a tree:

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

1/3 of the diameter of the tree at breast height (DBH) in feet. Disturbance, including trenching, in this area will cause catastrophic tree failure.



STRUCTURE

For purposes of Sec. 17-3.7(c), OV-A: Airport Safety Overlay District, structure means an object (including a mobile object), including but not limited to, buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

For all other portions of this Ordinance, structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground, including mobile homes, travel trailers, signs, mobile signs, tubs, swimming pools or other bathing facilities, portable signs and antennas, but excluding from definition as structures the following: minor landscaping features such as ornamental pools, planting boxes, birdbaths, paved surfaces, walkways, driveways, recreational equipment, flagpoles and mailboxes.

SUBDIVIDER

Any person who undertakes the subdivision of land in accordance with Sec. 17-2.5(j), Subdivision.

SUBDIVISION

Any division of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or development—including any division of land involving a new street or change in existing streets, the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, any re-subdivision involving the further division or relocation of lot lines of any lot or lots within a subdivision

previously made and approved or recorded according to law, and the combination of record lots—provided, however, that the following are excepted from this definition:

- (a) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance;
- (b) The division of land into parcels of five acres or more where no new street is involved and plats of these exceptions are received as information by the City, which shall indicate that fact on the plats;
- (c) The combination or recombination of entire lots of record where no new street or change in existing streets is involved; and
- (d) The partition of land by court decree.

SUBDIVISION, MAJOR

See Sec. 17-2.5(j)(3)b, Major Subdivision.

SUBDIVISION, MINOR

See Sec. 17-2.5(j)(3)a, Minor Subdivision.

SUBDIVISION, RESIDENTIAL

A subdivision designed exclusively for residential development.

SUBSTANTIAL ENLARGEMENT OF A SEXUALLY-ORIENTED BUSINESS

The increase in floor areas occupied by a sexually-oriented business by more than 25 percent, as the floor areas exist on July 1, 1990.

SURFACE PARKING OR PARKING LOT

An off-street, hard-surfaced, ground level area that is used exclusively for the temporary storage of motor vehicles.

SWIMMING POOL (AS AN ACCESSORY USE)

A man-made enclosure at least three feet deep at the deep end that is filled with water and used for wading or swimming, and that is accessory to a principal use.

TANDEM PARKING

Two parking spaces placed end-to-end, rather than side-by-side, where one parking space does not abut a driveway or access aisle.

TEMPORARY USE OF AN ACCESSORY STRUCTURE AS A PRINCIPAL DWELLING AFTER A CATASTROPHE

A temporary use of an accessory structure as a principal dwelling after a catastrophe is the temporary use of an existing structure that is accessory to an existing principal dwelling as the principal dwelling pending repair or reconstruction of the principal dwelling, where the principal dwelling has been damaged or destroyed by a fire, hurricane, or other physical catastrophe

TEMPORARY USE PERMIT

See Sec. 17-2.5(p), Temporary Use Permit.

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TEXT AMENDMENT

See Sec. 17-2.5(b), Text Amendment.

THOROUGHFARE, MAJOR

A street designated by the City as an arterial street.

TIMBER HARVESTING

The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

TPZ

See “Tree Protection Zone.”

TRANSFER OF OWNERSHIP OR CONTROL OF A SEXUALLY-ORIENTED BUSINESS

- (1) The sale, lease or sublease of a sexually-oriented business;
- (2) The transfer of securities which constitute an influential interest in a sexually-oriented business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift or other similar legal device which transfers the ownership or control of a sexually-oriented business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

TRANSITIONAL BUFFER

A landscaped transitional area intended to separate and screen adjacent differing land uses. A transitional buffer is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way (see “Street Protective Yard”).

TREE

A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

TREE INVENTORY

A tally of the number, species, approximate size, and approximate location of existing trees on a site, obtained through photographs, including aerial photographs. A tree inventory must be verified by on-site viewing by City staff authorized to perform the verification.

TREE PROTECTION ZONE

With respect to a protected tree, unless otherwise specified in Sec. 17-5.4, Tree Protection, the largest of the following:

- (1) The area located within a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree;
- (2) The area located within a distance of one-half the tree's height of the tree; or
- (3) The area within a distance of six feet of the tree.

This term may be abbreviated “TPZ” in this Ordinance.

TREE REMOVAL PERMIT

See Sec. 17-2.5(m), Tree Removal Permit.

TREE SURVEY

A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as DBH), and species of the existing trees on a site. For purposes of this ordinance, this survey shall include grand trees, trees of six inches or greater DBH in any protected zones, and any other trees identified to meet the required density factor for the site. A tree survey must be verified by on-site viewing by City staff authorized to perform the verification.

TYPE 1, TYPE 2, OR TYPE 3 LANDMARK

Landmarks listed in appendices to this Ordinance (see Appendix A: Type 1 Landmarks, Appendix B: Type 2 Landmarks, and Appendix C: Type 3 Landmarks) which contribute to the City's visual and cultural history. Type 1, Type 2, and Type 3 landmarks are distinguished by standards that require varying degrees of conservation to the interior and/or exterior of the structure (see Sec. 17-3.7(j), OV-HP: Historic Preservation Overlay District).

UTILITY SERVICE AREA

An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

VACANT LOT

A lot or parcel of land on which no improvements have been constructed.

VALET PARKING

Typical practices associated with, and the act of, driving another person's vehicle to and from a parking location so that said person and any passengers originally within the vehicle may unload and load at or near their immediate destination.

VARIANCE – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(t), Variance – Land Development (Subdivision).

VARIANCE – ZONING

See Sec. 17-2.5(s), Variance – Zoning.

VEHICULAR SURFACE AREA

An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this Ordinance, parking lots, rental lots, and depots.

VENDOR, TEMPORARY

A person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent and enclosed building located upon the same lot.

Article 9: Definitions and Rules of Measurement

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(b) Interpretation of Unlisted Uses

WALL OFFSET

Projections or recesses organized in a random or repeating pattern along a building wall used to visually interrupt the mass of the façade plane.

WAREHOUSING (AS AN ACCESSORY USE)

As an accessory use, the storage and distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive.

WIND ENERGY CONVERSION SYSTEM (SMALL-SCALE)

A facility consisting of one or more rotating wind turbines and related equipment that converts the kinetic energy in wind into mechanical energy. A small-scale wind energy conversion system as an accessory use is intended to primarily reduce on-site consumption of utility power for a home or business.

YARD

A required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground (see Sec. 17-9.2, Rules of Measurement).

YARD, FRONT

A yard extending between side lot lines across the front of a lot (see Sec. 17-9.2, Rules of Measurement).

YARD, REAR

A yard extending across the rear of the lot between the inner side yard lines (see Sec. 17-9.2, Rules of Measurement).

YARD, SIDE

A yard extending from the rear line of the required front yard to the rear lot line (see Sec. 17-9.2, Rules of Measurement).

ZA

See “Zoning Administrator.”

ZONING ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of administering and enforcing all provisions of this Ordinance except those enforced by the Land Development Administrator (see Sec. 17-2.3(f)). The Zoning Administrator is the person referred to as “zoning administrator” in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (S.C. Code § 6-29-310 et seq.).

ZONING DISTRICT

An area delineated on the Official Zoning Map within which a prescribed set of use requirements and development standards are applied to various types of development. See Zoning Districts.

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(b) Interpretation of Unlisted Uses

ZONING DISTRICT, BASE

Those zoning districts grouped into Residential Districts, Activity and Corridor Districts, Institutional and Campus Districts, and Industrial Districts, and which are described in Sec. 17-3.2, Residential Base Zoning District.

ZONING MAP AMENDMENT

See Sec. 17-2.5(c), Zoning Map Amendment.

ZONING MAP, OFFICIAL

See "Official Zoning Map."

ZONING PERMIT

See Sec. 17-2.5(q), Zoning Permit.

APPENDIX A: TYPE 1 LANDMARKS

Type I Landmarks are established in Table A: Type 1 Landmarks.

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
Assembly Street	
1519	Burial Ground St. Peter's Church
1513-1533	St. Peter's Catholic Church
Barnwell Street	
1301	French Consulate
Blanding Street	
1419	Clarke-Shealy House
1502	Crawford-Clarkson House
1610-16	Ainsley Hall Mansion
1615	Hall-Hampton-Preston Mansion
Bull Street	
2000-2100 Blks. E.	State Hospital grounds:
	Mills Building
	S. Gate and Wall
	Barton House
	Babcock Building—Center portion only
Elmwood Avenue	
300-500 N.	Old Section Elmwood Cemetery
301	Randolph Cemetery
815	Logan Elementary School
Gadsden Street	
1600 Blk. W.	Hebrew Benevolent Society Cemetery
Garners Ferry Road	
	Millwood
Gervais Street	
1100-1200 S.	State House
1231	South Carolina Supreme Court Building
	Gervais Street Bridge
1527	Dunbar Funeral Home
Gregg Street	
1326-1328	Gregg Street
1330	Gregg Street
Hampton Street	
1000	The Big Apple
1306	First Baptist Church

Appendix A: Type 1 Landmarks

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
1705	Woodrow Wilson House
1718	Chestnut Cottage
1727	Lorick-Baker House
Harden Street	
415	Wallace-McGee House
Henderson Street	
1830	Fields Cottage
Laurel Street	
1100	United States Courthouse
1401	Debruhl-Marshall Mansion
Lincoln Street	
1802	Palmetto Iron Works & Armory
Main Street	
1210-14	Commercial Street
1338	Barringer Building
1500	Sylvan's
1508	Kress Building
1613	Lever Building
1644 1722-24	Tapp's Department Store Building
1737	Federal Courthouse-City Hall
4201	Lutheran Theological Seminary
401 S.	Union Station
Marion Street	
1300	First Presbyterian Church
1300	Burial Ground First Presbyterian Church
Monticello Road	
3904	Eau Claire Town Hall and Survey Publishing Company Building
Oak Street	
1618	Old Dwelling, Benedict College Property
Pendelton Street	
1431	Cheves-McCord House
Pickens Street	
1332	Dr. Von Zimmerman House
1336	Probable Von Zimmerman School
Pulaski Street	
1201	Confederate Printing Plant
1205	Dispensary Building
Richland Street	

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
800	Governor's Mansion
803	Robertson House
829	Caldwell-Hampton-Boylston House
1307	Ebenezer Lutheran Chapel
1307	Burial Ground Ebenezer Lutheran
1415	Two-Story Dwelling
1518	Maxcy Gregg House
1601 Rear	Hale-Elmore-Seibels Kitchen
1700 Blk. N.	Taylor Burial Ground
River Drive	
2800 Blk. W.	Site—Surrender of Columbia
Senate Street	
1505	Taylor House-Columbia Art Museum
1527	Horry-Guignard House
Seneca Avenue	
1917	Gudmudson House
Sumter Street	
800-900 Blks. E.	S.C. University Campus:
	Maxcy Monument
	Leiber House
	President's Home
	Rutledge College
	DeSaussure College
	McCutchen House
	Caroliniana Library
	Flinn Hall
	Old Gym
	Old Observatory
1012	Town Theater
1100	Trinity Episcopal Church
1100	Burial Ground Trinity Episcopal Church
1528	Bethel AME Church
1720	Ladson United Presbyterian Church
Two Notch Road	
2658	Peckham-Beard-Erlicke House
Washington Street	
803-805	Zion Baptist Church
1208	Republic National Bank
2221	Bishop's Memorial Church

Appendix A: Type 1 Landmarks

TABLE A: TYPE 1 LANDMARKS	
LOCATION	NAME
1401	Washington Street Methodist Church
1323	Old Columbia High School
Wildwood Avenue	
801	Ensor-Keenan House
Williams Street	
	South Carolina State Museum (Mount Vernon Mill)

APPENDIX B: TYPE 2 LANDMARKS

Type 2 Landmarks are established in Table B: Type 2 Landmarks.

TABLE B: TYPE 2 LANDMARKS	
LOCATION	NAME
Assembly Street	
1320-22	Star Music
1324-28	Bonded Loan Office
Barnwell Street	
2025	—
Belmont Drive	
1316	Huger-Trenholm-Heyward-Sylvan House
Blanding Street	
603	Cottage
1315	Ehrlich House
1316	Boozer-Davis Cottage
1512	Good Shepherd Episcopal Church
1531	Howe House
Calhoun Street	
1421	Cottage
Gervais Street	
1316	Gray House-Dora Gray Shop
Gregg Street	
915	Pressley-Spiegner House
1414	—
Hampton Street	
1401	TMS # 11402-03-03
1416	Heise-Meehan-Guignard House
1611	Moore-Mann House
Heathwood Circle	
No. 21	Heathwood Hall
	Seibels-Wilson House
Henderson Street	
816	Old Trinity Rectory
Heyward Street	
339	—
Lady Street	
1321	TMS #11401-01-05
Laurel Street	
721	Civil Cottage
1511-13	Sims-Stackhouse House

Appendix B: Type 2 Landmarks

TABLE B: TYPE 2 LANDMARKS	
LOCATION	NAME
Laurens Street	
930	TMS #11405-11-23
Main Street	
1530	Old State Bank-Eckerds
1537	—
1556	—
1601	—
1607	—
1614	TMS #09014-04-16
1626	TMS #09014-04-18
Marion Street	
1012	Phillips House
2025	Cottage
Myrtle Court	
	Myrtle Court Fountain
Park street	
1325	—
1416	—
Richland Street	
1301	Ebenezer Lutheran Church
1403	Simons Cottage
1430	Orchard House
1501	Wade-Campbell-Wright House
1522	Victorian Cottage
1601	Hale-Elmore-Seibels House
Saint Clair Drive	
4203	Dovilliers-Manning-Magoffin Cottage
Saluda Avenue	
203	Heslep House
Stratford Road	
2626	—
Sumter Street	
1230	(1310 Lady Street) TMS # 11401-03-01(p)
Taylor Street	
2027	—
Washington Street	
1316	—
Wilmot Avenue	
2300	TMS #11311-04-01

TABLE B: TYPE 2 LANDMARKS	
LOCATION	NAME
Fort Jackson Reservation	
	Dozier House

APPENDIX C: TYPE 3 LANDMARKS

Type 3 Landmarks are established in Table C: Type 3 Landmarks.

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
Albion Street	
832	—
Blanding Street	
614	Cottage
1328	Heinish House
1327-29	Willis House
1528	Bryce House-Hair Real Estate
Bull Street	
1814	Two-Story House (Trans Modern)
Calhoun Street	
714	Cottage
1710	Cottage
1731	Flora Barringer House
Gadsden Street	
1328	Cottage
1721	TMS # 09010-10-09
Gervais Street	
700	Possibly Wayside Hospital Site
1811	McDuffie's Antiques, Cottage
2218	Cottage
2221	Cottage
2537	—
Hampton Street	
1404	Cantwell House
1426	Heise-Tunnander Cottage
Harden Street	
1500 Blk. E	Allen University Campus:
	Building South Corner
	Building Center Block
	Building North Corner
Henderson Street	
1826	Two-Story "Stick Style" House
1921	Cottage
Lady Street	
1522	Edwards-Anderson House
Laurel Street	

Appendix C: Type 3 Landmarks

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
1422	Two-Story Late Victorian House
1521-25	Black House
1527-29	Crumpler House
Lincoln Street	
2012	Cottage
Main Street	
1332	Arcade Building
1400	Palmetto Building
1620	TMS #09014-04-17.
1631	TMS #09014-09-01
1730-32	Commercial Building
3702	Two-Story House
Pendleton Street	
1611	Kirkland Apartments
1619	The Black House (Cain-Matthews-Tompkins)
1629	Cottage
Richland Street	
1507	Cottage
1523	Cottage
Scott Street	
1208	Cottage
Washington Street	
1013	Two-story over English basement
Woodrow Street	
702	Sutphen House
	Lower Cemetery, TMS #07314-02-05 and 09007-01-04(p)
	Penitentiary Cemetery, TMS #09008-01-05.

APPENDIX D: HISTORIC SUB-DISTRICT BOUNDARIES

The historic sub-district boundaries for each district are listed below. Type 1, 2, and 3 landmarks have individual addresses which may be found in Appendices A-C. All historic sub-district boundaries or addresses may also be found on the official Zoning Map.

Cottontown/Bellevue Architectural Conservation District

The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04, 09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06, 09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

Earlewood Protection Area

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and further identified on the following tax maps:

AREA A.

TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01 through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04-01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

AREA B.

TMS# 9105-01-01 through 11, 14 through 21; 9105-02-01 through 04; 9105-12-07 through 15; 9105-14-09 through 17; 9105-15-02 through 09, 12 through 16, 20, 21, 23 through 36, 38 through 42; 9106-20-01 & 02; 9106-21-08 through 14; 9107-01-01 & 02; 9107-05-01 through

Appendix C: Type 3 Landmarks

06, 08 through 16; 9107-06-01, 03 through 18; 9107-07-03 through 23, 46 through 53; 9107-15-02 through 06, 09; 9108-07-01 & 02; 9109-19-11 & 12; 9109-20-01 through 03, 12; 9111-01-01 through 11; 9111-02-01 through 10, 14 through 24; 9111-03-01, 07 through 10; 9111-08-01; 9111-11-01 through 06; 9111-12-03, 06 through 13; 9111-13-01 through 10; 9112-10-01 & 05; 9112-14-01 through 03, 07 through 12.

Elmwood Park Architectural Conservation District

The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3, 4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

Governor's Mansion Protection Area

The area of the city bounded generally by Laurel, Lincoln, Gadsden and Richland Streets and to be identified as Protection Area No. 1, and further identified on attached map as 1973 TMS 13, Block 3, Lots 4, 5 and 6; Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 23; 1973 TMS 14, Block 4, Lots 15 and 16; Block 5, Lots 17, 18, 19, 20, 21, 23, 24 and 30; Block 8, Lots 7, 8, 9, 10, 11 and 12; all of Block 9; Block 12, Lots 6, 7, 8, 9, 10, 11, 12 and 13; all of Block 13; 1973 TMS 20, Block 3, NW corner of Lot 3, west of Blanding Street; 1973 TMS 21, Block 1, Lot 22; all of Block 5; Block 9, Lots 1 and 11.

Granby Architectural Conservation District

The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14.

Landmark District

The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

Melrose Heights/Oak Lawn Architectural Conservation District

Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

Oakwood Court Architectural Conservation District

The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09.

Old Shandon/Lower Waverly Protection Area

The area of the city bounded generally by Millwood Avenue, Devine Street, Harden Street, Gervais Street and Maple Street and further identified on tax maps 11312-02-04 through 07; 11312-03-01, 11, 12 and 13; 11312-04-1 through 7, 16, 17 and 18; 11388; 11316-01-01 through 05; 11316-02-01, 03, 05 and 06; 11316-03-01 through 04, 06 through 11; 11316-04-01, 02 (200' from Maple Street), 23, 24 and 25; 11316-13-01, 02, 04, 05 and 10; 11316-14-01 through 04 and 15; 11316-15-01, 02, 05, 06, 15, 16 and 23; 11386; 11391; 11390 (150' portion from Lee Street); 11405-05-06 through 11; 11406-09-09 through 14; 11406-10-04, 07, 08, 09 and 10; 11406-11-10, 11 and 12; 11409-02-01 through 35; 11409-03-01 through 24; 11409-04-01 through 33; 11409-07-20 through 37, 39 through 42; 11409-08-01 through 14; 11409-09-01 through 12; 11409-10-01 through 23, 25 through 27; 11409-11-01 through 16, 18 through 21; 11409-12-01 through 24; 11409-13-01 through 21; 11409-14-01; 11409-15-01 through 19; 11409-16-01; 11409-17-01 through 13; 11409-18-05 through 09 and 11409-22-01 through 11. The buffer area which is identified on tax maps 11405-05-05, 12, 13, 14 and 15; 11405-06-01 through 07; 11406-09-15 and 16; 11406-11-07 and 08; 11409-05-01 through 04; 11409-06-01 through 23 and 25 through 27; 11409-07-01, 03 through 19 and 43; 11409-18-04; 11409-21-04 through 07; and, 11409-22-12 through 15, is hereby designated as Protection Area No. 2 within the Old Shandon/Lower Waverly Protection Area.

Appendix C: Type 3 Landmarks

Seminary Ridge Protection Area

The area of the city bounded generally by Monticello and Arlington Streets on the west, Timrod Street on the north, Kinderway and Fuller Avenues to the east, Wildwood Avenue and Jackson Avenue to the south, and further identified as TMS# 09210-05-01 through 05, 09210-05-07, 09210-05-12, 09210-05-18, 09210-05-19, 09211-07-02, 09211-07-4, 09211-08-01, 09211-08-02, 09211-09-01, 09211-10-01 through 09211-10-12, 09212-07-08 through 09212-07-12, 09214-01-01 through 09214-01-10, 09214-02-01 through 09214-02-05, 09214-02-07 through 09214-02-12, 09215-01-01 through 09215-01-12, 09215-02-01 through 09215-02-05, 09215-03-01 through 09215-03-06, 09215-04-01 through 09215-04-08, 09215-05-01 through 09215-05-14, 09215-06-01, 09215-06-02, 09215-06-06, 09215-06-09, 09215-07-01 through 09215-07-04, 09215-17-01, 09215-18-01 through 09215-18-11, 09215-19-01 through 09215-19-05, 09215-19-07, 09215-20-01, 09215-21-01 (partial), 09215-22-01 through 09215-22-06, 09216-08-48 through 09216-08-54, 09216-08-56 through 09216-08-60, 09216-08-63 through 09216-08-66, 09216-09-01 through 09216-09-04, 09216-10-01 through 09216-10-04, 09216-10-06 through 09216-10-10, 09216-11-01 through 09216-11-04, 09216-12-01 through 09216-12-07.

University Hill Architectural Conservation District

The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

Wales Garden Architectural Conservation District

The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

Waverly Protection Area

The area of the City generally bound by Harden Street, Gervais Street, Millwood Avenue, and Taylor Street and to be identified as Waverly Protection Area and further identified on tax maps as TMS# 11410-01-1 through 17 and 26 through 29; 11410-02-1, 17 through 22; 11411-01-7, 11, 12, 14, 15; 11411-15-2 through 5, 8, 13 through 16; 11411-16-1 through 20; 11411-17-1 through 15; 11406-05-2 through 13; 11406-06-1 through 5 and 8 through 13; 11406-07-1 through 6, 10, 13, 18 through 24; 11406-08-2 through 19; 11407-14-3 through 23; 11407-15-1,

3 through 10; 11407-16-1 through 13; and as TMS# 11410-01-18 through 25; 11410-02-2 through 7, 9, 10, 14 through 16; 11411-01-1 through 3, 13, 16 through 19; 11411-15-1, 6, 7, 9 through 12; 11406-05-1, 14 through 20; 11406-07-7 through 9, 11, 12, 14 through 17; 11406-08-1, 20, 23 through 29; 11407-07-1 through 3; 11407-08-1 through 6; 11407-09-2; 11407-13-1 through 7, 10, 11, 13, 18 through 20, and 22 through 27; 11407-14-1.

West Gervais Historic Commercial District

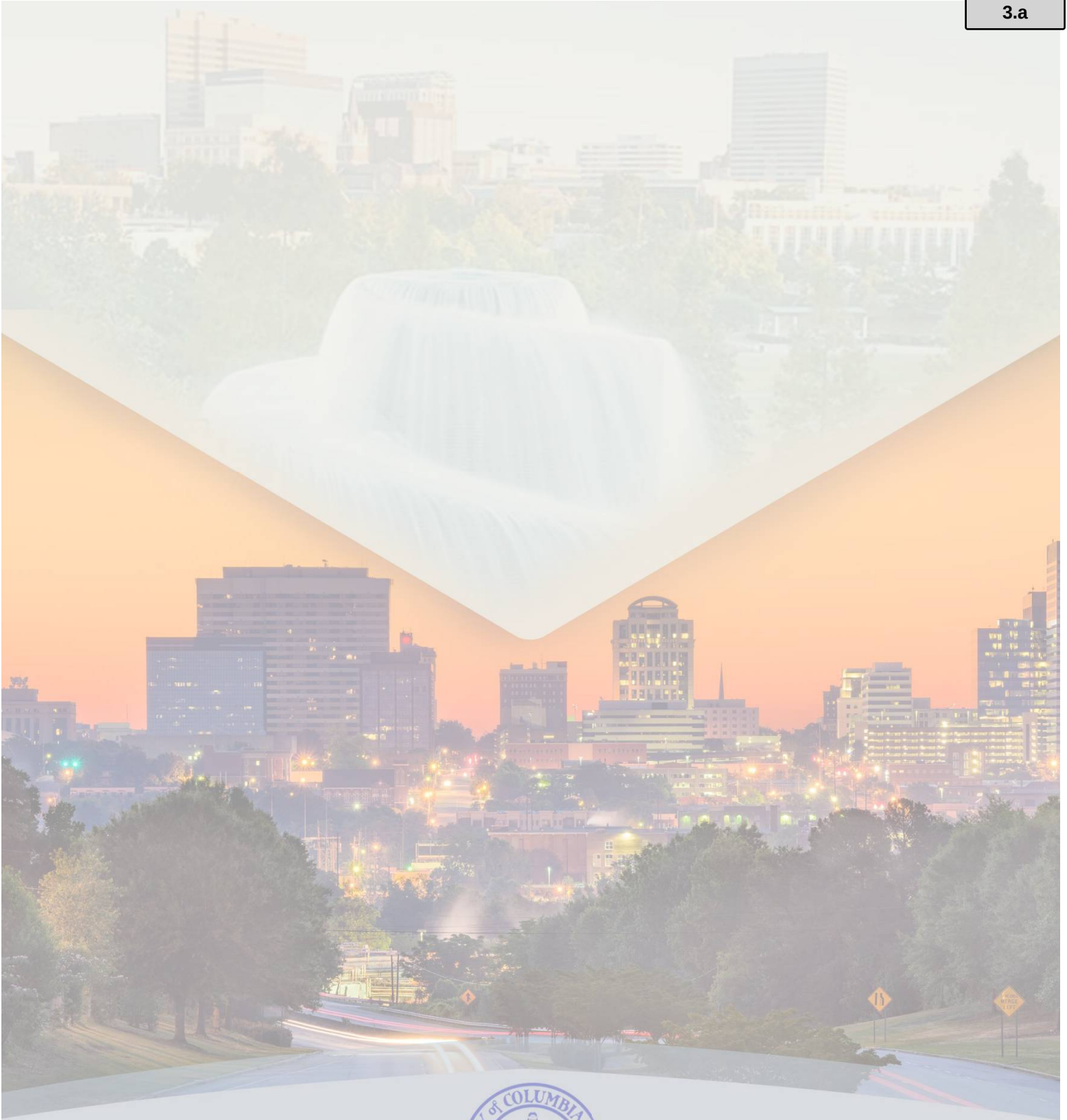
The area of the city generally bound by Gadsden Street on the west, Lady Street on the north, Park Street on the east and Gervais Street on the south and further identified on TMS# 08912-07-02 through 04, 06 through 09, 13, 14; 08916-01-01 through 04, 06 through 10, 13 through 15, 19; 08916-02-01, 02, 04 through 09, 13; 08916-03-01 through 04(p); 08916-11-02(p), 04A(p), 07, 09(p), 10(p); 09013-09-17 through 19; 09013-11-01, 04 through 17, 20; 09013-12-03(p), 11 through 17, 20; 09013-13-09(p), 12, 13, 17; 09089-01-01; 09089-02-01; 09089-03-01; 09089-04-01.

West Gervais Protection Area

The area of the city generally bound by Huger Street on the west, Gadsden Street on the east, Lady Street on the north and Gervais Street on the south and further identified on TMS# 08912-04-01, 08912-04-06, 08912-04-07; 08912-05-01 through 06, 08912-05-09, 08912-05-11; 08912-06-01 through 04, 08912-06-06A, 08912-06-06B, 08912-06-07 through 13; 08912-07-01, 08912-07-10 through 12; 08912-08-02(p), 08912-08-03, 08912-08-04, 08912-08-05; 08912-10-01 through 03, 08912-10-04(p), 08912-10-13 through 15, 08912-10-18 through 21; 08916-11-02(p), 08916-11-09(p); 09009-08-01(p), 09009-08-08 through 10; 09009-09-02, 09009-09-05(p), 09009-09-07 through 23; 09090-01-01 through 07; 09090-02-01 through 07; 09090-03-01 through 07.

Whaley Protection Area

The area of the city bounded generally by Catawba Street on the north, Assembly Street on the east, Heyward Street on the south and Wayne Street on the west and further identified on TMS# 08913-06-02 through 08913-06-06; 08913-07-01 through 08913-07-08; 08913-08-01 through 08913-08-08; 08913-09-02 through 08913-09-05; 08913-10-01 through 08913-10-08; 08913-11-01 through 08913-11-06; 08913-12-01 through 08913-12-10; 08981-01-01 through 08981-01-16.





We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Alternative Payment of Fines - Ms. Elle Matney, Parking Services Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Vacant Building Registration Briefing - Mr. David Hatcher,
Housing Official for the Code Enforcement Division /
Columbia Police Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** Ordinance 2019-009 Vacant Building Registration_2019_07_09_REV_2 (PDF)
- **#b:** VacantBuildingRegistration_Highlights_2019_07_09 (PDF)

ORDINANCE NO.: 2019-009

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration

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 5, Buildings and Building Regulations, Article VI, Reserved and Article VII, Boarded-Up Buildings are amended to read as follows:

ARTICLE VI. VACANT BUILDING REGISTRATION**Sec. 5-291. Declaration of policy.**

The purpose of this chapter is to protect the public health, safety and welfare by enactment of this ordinance which:

- (1) Establishes a program for identification and registration of vacant buildings;
- (2) Determines the responsibilities of owners of vacant buildings and structures; and
- (3) Provides for administration, enforcement and penalties.

Sec. 5-292. 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.

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.

Code violation means violation of any code adopted and/or enforced by the city, which may include but not be limited to the City of Columbia Code of Ordinances or the International Property Maintenance Code.

Courtesy Registration means notification by mail, phone, fax or email to the Code Enforcement Division notifying them of an extended vacancy of 60 days or more of a primary residence for work, vacation, military or a medical reason.

Non-residential structure means any building designed for occupancy for commercial, industrial, three or more residential units, or a combination thereof.

Owner means any person, firm or corporation having a legal or equitable title in the property; or recorded in the official records of the state, county or municipality as holding title.

Property means a lot, plot, premises or parcel of land, including the buildings or structures thereon.

Residential structure means a building designed for occupancy as a single family or two family dwelling.

Responsible local representative means a person having his or her place of residence or business office within 45 miles of the vacant building and designated by the property owner as the agent responsible for operating such property in compliance with the ordinances adopted by the city. For the purposes of this article, the term "agent" shall refer to the Responsible Local Representative.

Responsible party means any owner, occupant, agent, manager, operator and/or management company of a building, dwelling, structure or lot.

Secure means a building or portion of a building is closed or locked for entry by normal means other than boarding.

Unoccupied means a building which is not being used for a legal occupancy.

Unsecured means a building or portion of a building is open to entry by unauthorized persons without the use of tools or ladders.

Vacant building means any structure built for occupancy of residential, commercial or industrial uses that is unoccupied.

Vacant building; categorical classification standards: A building or portion of a building which is:

- (1) Category I: No current code violations on the structure or the premise.
 - a. The building is secure, not boarded.
 - b. The building is structurally sound with no code violations.
 - c. The premise is maintained to minimal code by owner or responsible party.
- (2) Category II: Minimal code violations.
 - a. The building is boarded and secure.
 - b. The building is structurally sound with minor code violations.
 - c. The premise is not regularly maintained.
- (3) Category III: Severe code violations.
 - a. The building requires to be boarded
 - b. Structural deficiencies are evident.
 - c. History of criminal activity.
 - d. Condemned and/or illegally occupied.

Sec. 5-293. Registration of vacant buildings.

(a) Except as provided in subsection (b) below, all vacant buildings shall be registered with the Code Enforcement Division within 60 days of becoming vacant as defined in section 5-292. Registration is valid for 12 months and must be renewed annually from date the building became vacant.

(b) Exemptions from registration:

- (1) Residential structures that are used as residential rentals and have active residential rental permits in accordance with Section 5-326;
- (2) Structures that have multiple units in which at least one unit is occupied;
- (3) Accessory structures not designed for occupancy;
- (4) Buildings owned by the Government or a successor-in-interest to the Government, provided the vacancy began during the Government ownership; and/or
- (5) Buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reason. Building and property must be maintained to minimum code. Requires a Courtesy Registration.

(c) If the building is vacant at the expiration of any registration period the owner shall re-register such building and pay the annual registration and inspection fees.

(d) The owner registering a vacant building shall supply the following information on an authorized form provided by the Code Enforcement Division:

- (1) Name, address, and telephone number of the owner;
- (2) Name, address and telephone number of any responsible party, if applicable;
- (3) Name, address, and telephone number of any local agent or representative of the owner, required if the owner's residence or business address is more than 45 miles from vacant building;
- (4) Name, address, and telephone number of all persons with any legal interest in the property, building or premise, including mortgagees and successors in interest;
- (5) Tax parcel identification number of the premise on which the building is situated;
- (6) The common address of the building;
- and
- (7) Vacant building plan in accordance with section 5-294.

(e) Following the registration of the vacant building, the Code Enforcement Officer shall conduct a complete exterior property inspection of the property and premises to determine any code violations and to verify the vacant building category.

(1) A status report will be provided to the owner of the building with the findings and current condition of the property. It will include any found violations and assign a category to the building.

(f) All vacant buildings must remain secure and/or boarded in accordance with Article VII, Boarded-Up Buildings.

(g) Upon request by the Code Official, the Owner shall post "No Trespass" placards on the property. Additional employment of security services for non-residential properties for a specified number of hours every day may be required by the Police Chief or his/her designee on the basis of the property history of code and/or criminal violations.

(h) Vacant building owners must designate a responsible local representative ("agent") if their place of residence or business is more than 45 miles from the vacant building. The responsible local representative shall act as agent for the property owner for purposes of accepting legal service; however the vacant building owner remains personally liable in criminal prosecutions for code violations. The responsible local representative must be available at the number listed at all times in the event of an emergency or catastrophe.

Sec. 5-294. Establishment of vacant building plan.

(a) When a building is registered as required by this chapter, the owner shall submit, or caused to be submitted, for approval a vacant building plan. The plan shall contain the following:

- (1) The reasonably expected period of vacancy;
- (2) A plan to make the building ready for occupancy with sufficient detail regarding the proposed repair and/or rehabilitation of the building to enable the Code Official to determine the adequacy of such plan;
- (3) A letter of written consent by the owner allowing city officials to enter and inspect the property for the period in which the vacant building plan is in effect;
- (4) For buildings, dwellings or structures which are identified as being or containing public nuisances, then the vacant building plan shall contain a plan of action to remedy such public nuisances;
- (5) If available, a layout of the structure; and
- (6) A plan of action to secure, monitor and maintain the building and premises thereof in conformance with this chapter.

(b) If the property is subject to a vacant building plan and the plan has been properly approved by the Code Enforcement Division, the transferee is subject to the terms of the vacant building plan. The transferee may apply to the city to be released from the requirements of the vacant building plan.

Sec. 5-295. Vacant building fees.

(a) Annual registration fees are based on the use and the number of years that a building has been vacant (after the effective date of this ordinance). All fees are due at the time of registration or renewal.

(1) Fees for Non-residential structures are as follows:

- | | |
|----------------------------|-------------|
| a. Initial registration | \$ 0.00 |
| b. First annual renewal | \$ 100.00 |
| c. Second annual renewal | \$ 500.00 |
| d. Third annual renewal | \$1,000.00 |
| e. Each year thereafter is | \$1,000.00. |

(2) Fees for Residential structures are as follows:

- | | |
|-------------------------|----------|
| a. Initial registration | \$ 0.00 |
| b. First annual renewal | \$ 50.00 |

- | | |
|----------------------------|-----------|
| c. Second annual renewal | \$ 250.00 |
| d. Third annual renewal | \$ 500.00 |
| e. Each year thereafter is | \$ 500.00 |

(b) An annual compliance inspection fee of \$50.00 is required on all vacant buildings. The fee shall be paid at the time of registration.

(c) Upon determination of a vacant building that hasn't been registered in accordance with this section additional penalties may apply in addition to the annual registration fees in accordance to section 5-296.

(d) *Delinquent registration fees as a lien.* After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to section 5-297, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect such the unpaid debt.

(e) Exemptions from annual registration fees shall be granted for the following situations upon notification in writing to the Code Enforcement Division, registration is still required:

- (1) Residential buildings that are actively being marketed for sale or rent (up to one year, longer by appeal). Must be maintained to minimum code for the duration on the market;
- (2) Non-residential buildings that are actively being marketed for sale or rent (up to three years, longer by appeal). Must be maintained to minimum code for the duration on the market;
- (3) Buildings that are actively being renovated. Repairs and progression must be noticeable by the inspector (up to one year, longer by appeal);
- (4) Properties that are in probate and actively being transferred;
- (5) Structures with a –DP zoning classification, structures listed on the National Register of Historic Places, and structures listed as eligible for the National Register of Historic Places;
- (6) Structures damaged by fire or weather event may be exempt for up to one year;
- (7) Financial hardship;
- (8) Category I structures that have not had citations within the last twelve months; and/or
- (9) Buildings that are structurally deficient that have been ordered by the City to be demolished and removed, in which the owner has provided consent to the City to demolish, and the City has accepted the consent. Liens are to be placed against the property to cover the cost of demolition.

(f) Exemptions from annual registration fees not defined in this section may be made to the Property Maintenance Board of Appeals for consideration.

Sec. 5-296. Enforcement and Penalties.

(a) Upon determination that a vacant building owner has failed to register or update information in accordance with this section, an administrative penalty of five hundred dollars \$500.00 in addition to the registration fee will be assessed if not in compliance within 30 days after notice.

(b) Failure by the owner to submit a vacant building plan or comply with a vacant building plan that has been approved by the city under this section or pay the fees as required under this section is a violation of the Code and may be remedied by any of the following:

- (1) An administrative penalty of five hundred dollars (\$500.00); or
- (2) Acquisition of the property by eminent domain in accordance with state law.

Sec. 5-297. Appeal.

Any person aggrieved by the requirements of this section may seek administrative appeal to the Property Maintenance Board of Appeals. Any person aggrieved by a final decision issued under this section by the Property Maintenance Board of Appeals, may seek relief in any court of competent jurisdiction as provided by the law.

Sec. 5-298. Acquisition of vacant buildings by eminent domain.

The City may acquire by eminent domain pursuant to applicable state law, any premise determined to be vacant and a persistent nuisance, and shall have the power to hold, clear, manage or dispose of premise so acquired for residential, commercial, industrial and related use.

Sec. 5-299. Reserved.**ARTICLE VII. BOARDED-UP BUILDINGS****Sec. 5-300. Covering of window and door openings of buildings.**

Notwithstanding any other provision of this Code, it shall be unlawful for any person to cover, ~~for a period in excess of 90 days,~~ the window or door openings of any building with any material other than window or door materials conforming with the International Building or Residential Code without first obtaining a boarded building permit.

Sec. 5-301. Inventory of improperly boarded buildings; notification of owners.

(a) The housing official shall maintain an inventory of all buildings upon which one or more window or door openings are covered with non-conforming materials (e.g., plywood sheathing, OSB board, polycarbonate). This inventory shall be known as the "Boarded-up Building Inventory."

~~(c) In the event an owner of a building which appears on the boarded-up building inventory cannot be located so as to notify the owner of this ordinance, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.~~

Sec. 5-302. Permit required for covering of window and door openings.

~~(a)~~ Except as provided in subsection (c) below it shall be unlawful for any person to cover the window or door openings of a building so as to secure the building. without first obtaining a permit to do so from the housing official.

(a) Standard 90 day boarded building permit. The permit fee shall be \$50.00 for residential buildings and \$100.00 for mixed-use and commercial buildings. The permit shall authorize the owner to cover the window or door openings of a building with at least one-half-inch wood sheathing cut to fit the openings and to be secured to the window or door frames.

(1) All sheathing shall be painted so as to match either the dominant color of the exterior of the building or the color of the trim of the building, if any.

(2) Where applicable, the building must be registered in accordance with Sec 5-293, Vacant Building Registration.

(3) Permits issued pursuant to this section shall be valid for no more than 90 days. Upon issuance of a permit, the housing official shall list the property on the "Boarded-up Building Inventory."

(4) At the expiration of the standard 90 day boarded building permit, the owner of the boarded building may apply for an extended 1 year boarded building permit in accordance with subsection (b) if additional time is needed.

(b) Extended 1 year boarded building permit. The permit fee shall be \$50.00 for residential buildings and \$100.00 for mixed-use and commercial buildings. The permit shall authorize the owner to cover the window or door openings of a building with an approved non-color polycarbonate installed in accordance with manufacturer's instructions.

(1) Where applicable, the building must be registered in accordance with Sec 5-293, Vacant Building Registration.

(2) Permits issued pursuant to this section shall be valid for 1 year. They can be renewed annually in accordance with this section. Upon issuance of a permit, the housing official shall list the

property on the "Boarded-up Building Inventory."

(c) Temporary exemption:

(1) In the event a structure is damaged and requires securing immediately. Permit shall be obtained within 3 days.

~~(b) All sheathing shall be painted so as to match either the dominant color of the exterior of the building or the color of the trim of the building, if any.~~

~~(c) Permits issued pursuant to this section shall be valid for no more than 90 days. Upon issuance of a permit, the housing official shall list the property on the "Boarded-up Building Inventory."~~

Sec. 5-303. Notification of violation.

(a) The housing official shall, on the expiration of ~~the boarded building permit 90 days following the listing of a building on the "Boarded-up Building Inventory"~~, give the owner notice of violation of this article. Such notice shall state that the owner must within ten days of the notice, remove the non-conforming materials from the window or door openings and replace the same with door or window installations which conform with the International Building Code.

(b) Any person failing to comply with the provisions of this article shall be deemed guilty of a misdemeanor punishable as prescribed by section 1-5 of this Code. Every day of noncompliance shall constitute a separate violation. The covering of window and door openings as provided under the provisions of this article does not stay enforcement of, or compliance with, any orders or notices by the housing or building code official or relieve any person from complying with all other applicable local and state laws affecting structures and premises.

The ordinance shall become effective and enforceable for any structure in the City of Columbia ~~after~~ October after October 1, 2019.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Senior Assistant City Attorney _____

City Clerk _____

Public Hearing:

Introduced:

Final Reading:



Proposed City of Columbia

Vacant Building Registration Ordinance - Highlights

I. Stakeholder Concerns

- a. Should have a grace period to register a vacant building. – *Included a 60 day grace period in the revision.*
- b. When we determine that someone has failed to register, we should give 30 days for compliance and not 11. – *Included in revision.*
- c. The “no trespassing” signs should not be mandatory as they will draw unnecessary attention to the property. - *Revised to be upon request of the Code Official.*
- d. The Vacant Building Plan is mostly for commercial buildings. – *Not addressed specifically in the revised ordinance, however we will have two internal forms included with the application. One will be for residential and one for nonresidential.*
- e. Commercial real estate doesn’t normally have MLS listings. Need to broaden the requirement a bit. – *Removed the requirement for an active MLS listing in the revised ordinance.*
- f. 2 to 3 year exemption for commercial properties. – *Included an exemption from fees for up to 3 years on non-residential structures. Registration would still be required.*
- g. Don’t want a lot of fees for a commercial property. – *The fees are the same however created two fee structures, one for residential and non-residential accordingly. Also added some additional exemptions from the fees.*
- h. Structures damaged by fire should get an exemption. – *An exemption from fees for one year is included in the revision.*
- i. Exemption from ordinance during an emergency declaration – *Included in revision.*
- j. Exemptions for estates and properties in probate. - *An exemption from fees is included in the revision.*
- k. If they have a residential rental permit, they should be exempt – *Included in revision.*
- l. Address buildings that are only partially vacant. Ex. Shopping center with 5 stores and one is vacant. They shouldn’t be required to register. – *Included in revision.*
- m. Address accessory structures. – *Included in revision.*
- n. Concerns about financial hardships. – *Included an exemption from fees in the revision for financial hardship.*

- o. The potential requirement to hire security for residential properties. – *Removed the requirement in the revision for residential properties. Residential properties are defined as single and two family structures.*
- p. When the owner chooses to keep the structure vacant and the property is not a nuisance and not in violation of any codes. – *Included an exemption from the fees in the revision for Category I buildings. These buildings have no code violations currently and haven't had any code violations or public nuisances in the previous 12 months.*
- q. Exemptions for historic or protected buildings. – *An exemption from fees is included in the revision.*
- r. Boarded Building Ordinance:
 - i. Ordinance should be less strict with the number of screws – *Included in revision.*
 - ii. Have a grace period for getting the boarded building permit – *Included in revision.*
 - iii. Temporary exemption from boarding permits:
 - 1. Weather or Fire event. – *Included in revision.*
 - 2. Active construction project. – *Not included in revision.*

II. Overview of Revised (Proposed) Ordinance (Based on Stakeholder Meetings)

- a. All vacant buildings shall be registered annually.
- b. Assigns a category to each vacant building based on overall condition.
- c. Provides for exemptions.
- d. Requires a local agent within 45 miles of vacant building.
- e. Requires a vacant building plan.
- f. Requires annual inspections
- g. Establishes security measures.
- h. Establishes fees for registration.
- i. Establishes fines and civil penalties for noncompliance.
- j. Registration will be done directly from Code Enforcement and Code Enforcement will keep track of the registrations.

III. Establishes Building Categories

- a. Category I: No current code violations on the structure or the premise.
 - i. The building is secure, not boarded.
 - ii. The building is structurally sound with no code violations.
 - iii. The premise is maintained to minimal code by owner or responsible party.
- b. Category II: Minimal code violations.
 - i. The building is boarded and secure.
 - ii. The building is structurally sound with minor code violations.
 - iii. The premise is not regularly maintained.
- c. Category III: Severe code violations.
 - i. The building requires to be boarded
 - ii. Structural deficiencies are evident.
 - iii. History of criminal activity.

iv. Condemned and/or illegally occupied.

IV. Provides for exemptions from registration:

- a. Residential structures that are used as residential rentals and have active residential rental permits in accordance with Section 5-326;
- b. Structures that have multiple units in which at least one unit is occupied;
- c. Accessory structures not designed for occupancy;
- d. Buildings owned by the Government or a successor-in-interest to the Government, provided the vacancy began during the Government ownership; and/or
- e. Buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reason. Building and property must be maintained to minimum code. Requires a Courtesy Registration.

V. Provides for exemptions from fees only, not registration:

- a. Residential buildings that are actively being marketed for sale or rent (up to one year, longer by appeal). Must be maintained to minimum code for the duration on the market;
- b. Non-residential buildings that are actively being marketed for sale or rent (up to three years, longer by appeal). Must be maintained to minimum code for the duration on the market;
- c. Buildings that are actively being renovated. Repairs and progression must be noticeable by the inspector (up to one year, longer by appeal);
- d. Properties that are in probate and actively being transferred;
- e. Structures with a –DP zoning classification, structures listed on the National Register of Historic Places, and structures listed as eligible for the National Register of Historic Places;
- f. Structures damaged by fire or weather event may be exempt for up to one year;
- g. Financial hardship;
- h. Category I structures that have not had citations within the last twelve months; and/or
- i. Buildings that are structurally deficient that have been ordered by the City to be demolished and removed, in which the owner has provided consent to the City to demolish, and the City has accepted the consent. Liens are to be placed against the property to cover the cost of demolition.

VI. Requires a Vacant Building Plan

- a. The plan shall include:
 - i. The reasonably expected period of vacancy;
 - ii. A plan to make the building ready for occupancy;
 - iii. Written consent by the owner allowing city officials to enter and inspect the premise;
 - iv. A plan of action to remedy any public nuisances;
 - v. If available, a layout of the building interior;
 - vi. A plan of action to secure, monitor and maintain the building and premise.

VII. Establishes Fees

- a. Fees for non-residential structures:
 - i. Initial registration \$ 0.00
 - ii. First annual renewal \$ 100.00

- iii. Second annual renewal \$ 500.00
 - iv. Third annual renewal \$1,000.00
 - v. Each year thereafter is \$1,000.00
 - b. Fees for residential structures:
 - i. Initial registration \$ 0.00
 - ii. First annual renewal \$ 50.00
 - iii. Second annual renewal \$ 250.00
 - iv. Third annual renewal \$500.00
 - v. Each year thereafter is \$500.00
 - c. Inspection Fee:
 - i. \$50.00 (required)
 - d. Enforcement and Penalties:
 - i. Failure to register \$500.00
 - ii. Failure to submit or comply with vacant building plan \$500.00



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Coordination of Regional Homeless Services and the Inclement Weather Center Service Agreement - Ms. Melisa Caughman, Budget and Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Innovative & High Quality Municipal Services



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Nicole Brown v. COC

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Massage Parlors
Lower Richland Sewer

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Empowering Our Residents



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$72,000. This firm is located in Columbia, SC.

REQUISITION NO.: 198674

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs 1011103-636600 - The original budget amount is \$72,000.
07/02/19 1011103 · Governmental Affairs

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019_Kyle Michel's Lobbying contract (PDF)



May 29, 2019

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main St.
Columbia, SC 29201

Dear Teresa:

We have enjoyed representing the City of Columbia at the Statehouse for the past seven sessions and appreciate the opportunity to continue this work in the coming year. I am writing this letter to provide an overview of our work on behalf of the City.

Our annual legislative work begins well before the legislative session, as we track expected legislation, participate in Municipal Association listening meetings, and discuss with City staff issues we expect to arise at the Statehouse. In December, at pre-filing, we begin our annual process of reviewing all legislation introduced, identifying those bills that could affect the City. We continue this thorough process during the entire session, providing weekly written, custom reports to the City on the status of all legislation we are following for the City.

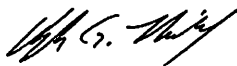
For legislation identified by the City as priority, we attend subcommittee and full committee meetings to communicate with legislators the City's positions and interests in the bills. We maintain a daily presence in the lobby at the State House during session, interacting with legislators and fellow lobbyists to advance the City's positions. We also participate in individual meetings with legislators to advance the City's positions on priority legislation. We do this work in concert with you and your legislative affairs staff to ensure seamless communications between you, City staff and legislators on our issues.

Beyond the time we spend reviewing and reporting on legislation, and the time we spend at the State House, we communicate regularly with City staff to answer questions on legislation and to hear their concerns with legislation, so that we can effectively communicate these concerns with legislators. We also participate regularly in Municipal Association partner legislative meetings and attend the Municipal Association's annual meeting in the summer. When a specific issue arises with a state agency, we work with City staff and the state agency to address the issue.

We prepare pre- and post-session reports for City Council and assist you in answering questions Council members have regarding state legislation and state issues. We attend City Council meetings to be available to you and Council members to answer questions on state government matters and to follow City issues so that we are able to answer questions legislators and other state officials have on City matters as we interact with them.

In summary, our work for the City is centered on legislation and advancing the City's many interests at the Statehouse. However, our work is much more expansive than just lobbying and legislation because of the City's broad interests and its intimate relationship with state government. We appreciate the opportunity to represent the City of Columbia and look forward to continuing this work together in the coming year.

Best regards,



Kyle G. Michel
michellawfirm.com

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 Kyle Michel Law Firm, LLC (hereinafter called the "Contractor").

WITNESSETH:

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

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

_____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

_____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor 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 Contractor 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 Contractor.

7. AMENDMENTS

The parties may amend this Contract at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

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

The Contractor shall furnish and cause each of its sub-Contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor 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.

12. INTEREST OF CONTRACTOR

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

The Contractor is expected to make Contractor's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor 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.

13. 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, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, 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 shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor 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 identified in Appendix A, Scope of Services.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: _____

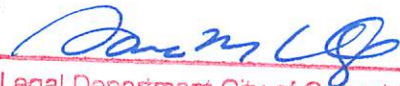
WITNESSES AS TO CONTRACTOR:

CONTRACTOR

BY: _____

TITLE: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

**Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix A**

Scope of Services

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

1. Leading the state legislative monitoring process, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be address and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2019 and June 30, 2020.

**Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix B**

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars (\$72,000), payable in monthly increments of six thousand dollars (\$6,000).

Contractor will pay for Contractor's annual lobbyist registration for the City. Contractor will not invoice the City for out-of-pocket expenses.

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

1. EngenuitySC
2. Historic Columbia Foundation
3. IT-oLogy



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge, Strategies, LLC in an amount not to exceed \$85,000. This firm is located in Washington, DC.

REQUISITION NO.: 198671

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs 1011103-636600 - The original budget amount is \$83,750.00.
07/02/19 1011103 · Governmental Affairs

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** 2019_ CapitalEdge Lobbying Contract (PDF)



May 10, 2019

Ms. Teresa Wilson
City Manager
City of Columbia
1727 Main Street
Columbia SC 29201

Via email: whanna.bouknight@columbiasc.gov

Dear Ms. Wilson:

I appreciate the opportunity to work with the City of Columbia to advance the City's federal agenda and look forward to continuing that work in the coming year. A proposed contract for July 1, 2019 through June 30, 2020 is attached. The proposed scope of services and cost are the same as the current contract.

Over the past year, major federal issues for the City of Columbia included disaster assistance, funding for core local government programs, and transportation. In addition, Mayor Benjamin's leadership role with the US Conference of Mayors and his other leadership roles have put the City in the forefront of these and a wide array of other issues, including municipal finance, energy security, and the environment. Earlier this year, we assisted the Mayor with his well-received testimony before the House Energy and Commerce Committee and also with his briefing on local infrastructure priorities at the House Democratic retreat.

A major focus of our work was disaster recovery, helping the City secure \$26 million in CDBG-Disaster recovery funding, working for federal assistance with repairs to the Columbia Canal, and working with the congressional delegation of reforms to federal disaster assistance programs. In addition, the City worked with HUD to avoid recapture of CDBG funds.

Other ongoing federal issues include:

- Funding for core local government grant programs,
- Railroad quiet zones and Assembly Street grade separation,
- Potential Defense Department realignment,
- Passenger rail service to Columbia,

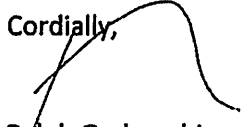
1212 New York Ave., NW Suite 250
Washington, DC 20005
202.842.5430
202.842.5051 fax
www.capitaledge.com

- Assistance for City projects, grant applications and general troubleshooting,
- Federal Communications Commission rulemakings and a possible rewrite of the Communications Act that could impact local zoning authority, and
- Addressing a tax code provision that hampers recruitment of volunteer firefighters.

These issues and others will continue to present Columbia with opportunities and challenges in the coming year.

It is an honor and a pleasure to work with you, Mayor Benjamin, the City Council, and City staff and all of us at CapitalEdge look forward to continuing to work with you and your team.

Cordially,



Ralph Garboushian

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") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

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 and the Professional 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 Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.
- B. Payment shall be made as follows: \$78,750.00; Payable in monthly installments of \$6,562.50.00 thru June 30, 2020, plus reimbursable expenses not to exceed \$5,000.00.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2020 representing services for that month.
- D. Periodic payments and final payment shall be made as prescribed in Appendix A.

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 for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed 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 subject or any 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 his sub-professionals, and of persons either directly or indirectly employed by them, as he 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 and will permit access to its books, records and accounts by the City.

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 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 OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this contract shall become the possession of the City.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Professional and the City may withhold any payments to the Professional for the purposes of setoff until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) 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.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The Professional shall maintain commercial liability insurance at all times during the

performance of this Contract. Insurance shall be maintained in the aggregate amount of \$1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. 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 adverse 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.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Professional will incorporate requirements in all subcontracts for program work.

15. 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.

16. COMPLIANCE WITH LOCAL LAWS

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

17. 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 identified in Appendix A, Scope of 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 Professional 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

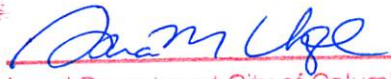
WITNESSES AS TO PROFESSIONAL:

CAPITALEDGE STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

Federal ID NO.: 27-0248027

APPROVED AS TO FORM


Legal Department City of Columbia, SC

APPENDIX A
AGREEMENT
BETWEEN THE CITY OF COLUMBIA
AND
CAPITALEdge STRATEGIES, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2019 to June 30, 2020 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed \$78,750.00 for 12 months plus reimbursable expenses not to exceed \$5,000.00. Total contract cost shall not exceed \$83,750.00.

Scope of Services

- A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:
1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;
 2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;
 3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;
 4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;
- B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:
 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;
 2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;
 3. Will not perform any legal, engineering, accounting or other similar professional service;
 4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be \$78,750.00 for twelve months payable in advance in equal monthly installments of \$6,526.50 commencing July 1, 2019 or upon City Council approval of this contract, whichever is later. In addition, a maximum of \$5,000.00 is allowed for reimbursable expenses incurred.



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: Council is asked to approve Change Order #3 to the Contract for Environmental Services associated with the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Award to ESP Associates, Inc. in the amount of \$450,000.00. This firm is located in Fort Mill, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: CDBG-DR Program Grant Funding from HUD. The original contract amount was \$668,776.00. Contract Amendment One was at no cost. The second amendment was approved to \$884,700. Amendment #3 includes environmental services to complete the known and projected assessment scope for the CDBG-DR programs. The minor to major rehabilitation conversions (\$346,773) and the remaining properties requiring a Tier II report (\$57,075), and approximately 12% contingency (\$46,152) for unforeseen items, for a total amendment of \$450,000 would increase the total value of the ESP Associates, Inc. contract to \$1,334,700.

FOCUS AREAS: Connecting Our Community, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Rev 4 ESP Change Order #3 agenda transmittal (DOCX)
- **#b:** Contract modification #3 to ESP Associates Inc 06032019 (DOCX)



**Contract for Environmental Services
Change Order #3
Date: July 16, 2019**

Description of Change: Request changes in Contract for Environmental Services between the City of Columbia and ESP Associates, Inc. (f/k/a, ESP Associates, P.A.) dated May 22, 2018 to compensate the professional services firm for providing the remaining environmental services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. This amendment increases the quantities for Tier 2 Minor and Major Rehab reports, additional required Lead-Based Paint (LBP) Inspection and Testing, Paint Chip Samples and Lead Analysis, Extra wipe/soil Lead Samples, LBP Risk Assessments, Asbestos Inspection and Testing, Extra PLM Asbestos Samples, and Asbestos TEM Samples.

The attached proposed amendment #3 provides a detailed line item listing of the proposed additions.

Reason for Change:

- 1) **Description and Cost:** Increased scopes of repairs identified during pre-construction estimating has changed critical path for repairs requiring additional LBP and asbestos sampling; additional wetlands mapping based on definitive NWI mapping. Cost \$346,773
- 2) **Description and Cost:** Projected additional reporting and sampling for remaining properties in the program based on current increased scopes and environmental requirements. Cost: \$57,075
- 3) **Description and Cost:** Contingency for unknowns discovered while onsite; to be exercised at City discretion and approval. Cost: \$46,152 (approx. 12%)

Funding Source: CDBG-DR Program Grant Funding from HUD

Proposed Change and Basis for Payment:

Original contract price:	\$668,776
Previous change orders:	\$215,924
This change (addition):	<u>\$450,000</u>
Revised contract price:	\$1,334,700

Contractual Completion Date:

Start Date May 22, 2018

Completion Date: January 7, 2020

Revised Completion Date: July 31, 2020

Project Number/Name
Page 2

This Change is Acceptable:

Vendor Name ESP Associates, Inc.

By: _____

Title: _____

City of Columbia

Recommended for Approval: _____ Director, Community Development

Recommended for Approval: _____ Assistant City Manager for Development

Recommended for Approval: _____ City Manager

Attachments: Proposed Amendment Backup



**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
ESP ASSOCIATES, INC. CONTRACT CHANGE ORDER**

The City of Columbia awarded a contract to ESP Associates, Inc. (ESP, f/k/a, ESP Associates, P.A.), to provide environmental services for the Community Development Block Grant Disaster Recovery Program (CDBG-DR) in April 2018. The City Council approved a \$884,700 contract (through Contract Amendment #2) which consisted of environmental services needed to support the CDBG-DR, including environmental assessment and laboratory sampling for properties meeting the environmental indicators required. The lead and asbestos sampling were predicated on the initial inspections to determine damaged areas and subsequent repairs. Pursuant to CDBG-DR criteria adjustments to include a more comprehensive application of safe sanitary and decent requirements as well as Federal, State and City code requirements, the areas of repair were expanded, thus changing the critical path of the required repairs and increasing the associated costs of repairs. This increased scope requires a reassessment of the asbestos critical path. Assumptions have been included with the scope to provide a clear definition of effort.

The Tier 2 environmental review evaluation for major rehabilitation includes more rigorous assessment not covered in ESP's minor rehabilitation category. Additional evaluations and estimated number of properties are included in the table below.

Increased repairs have expanded outside the original environmentally sampled/assessed area. Regulations require the additional repair areas must be evaluated for asbestos prior to repair. The additional required scope of environmental services for major repairs has been summarized in the table below with an estimate of the total number of properties requiring such work. Assumptions have been included with the scope to provide a clear definition of effort.

The identification of remaining properties that need to be completed within the original scope of work includes 15 properties. The required work would include the Tier 2 environmental review based on the inspection and construction repairs identified by the program. This will include 8 minor rehabilitation and 7 major rehabilitation for Tier 2 reviews. A table with the contract pricing has been included for the 15 remaining properties below.

Utilizing the ESP submitted rates, some from the existing approved contract and some added as part of this contract modification for Tier 2 environmental review conversions and supplemental asbestos inspections for critical path of rehabilitation changes, a cost to complete this modification, including approximately 12% contingency, is \$450,000, increasing the approved Not-to-Exceed contract amount to \$1,334,700. A detail breakdown of quantities being added by contract Line Item is included below. The scope of environmental services remains unchanged to complete the program as presently defined.



**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
ESP ASSOCIATES, INC. CONTRACT CHANGE ORDER**

Line Item	Fixed Unit Price	Estimated Number of Sites	Estimated Cost	Assumption #
Tier 2 ERR Addendum for Minor to Major Rehabilitation Conversion				
Previously-determined to be NRHP-eligible and in/near a wetland based on NWI mapping (price represents the difference between the Minor and Major Rehabilitation prices in the Contract.	<i>\$1,903</i>	0	\$0	(1)
Previously-determined to be NRHP-eligible but NOT in/near a wetland based on National Wetlands Inventory (NWI) mapping.	<i>\$1,500</i>	8	\$12,000	(2,3)
Previously-determined to be NOT NRHP-eligible but in/near a wetland based on NWI mapping.	<i>\$900</i>	10	\$9,000	(2,4)
Previously-determined to be NOT NRHP-eligible and NOT in/near a wetland based on NWI mapping.	<i>\$450</i>	133	\$59,850	(2)
Asbestos				
Review of pre-construction inspections by a SCDHEC-Certified Asbestos Inspector to determine need for supplemental inspection of the property for asbestos-containing material.	<i>\$295</i>	227	\$66,965	(5)
Supplemental Limited Asbestos Inspection in the expanded critical path of rehabilitation (excludes lab analysis).	<i>\$728</i>	170	\$123,760	(6)
PLM Sample Analysis	<i>\$17</i>	2720	\$46,240	(7)
TEM Sample Analysis	<i>\$50</i>	510	\$25,500	(8)
Lead-Based Paint				
LBP Risk Assessment	<i>\$494</i>	7	\$3,458	(9)
			\$346,773	

Note:

1 - Italicized fixed unit prices are being added to the contract to accommodate the need for Minor to Major Tier 2 environmental review conversions and the potential need for supplemental asbestos inspections resulting from the changes to the critical path of rehabilitation.

Assumptions:

1 - Although NWI mapping has not been prepared for Minor sites, it is unlikely that sites converting from Minor to Major will be both NRHP-eligible and in/near a wetland. This conclusion is based on the Tier 2 ERR results for the Major sites completed to date.



**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
ESP ASSOCIATES, INC. CONTRACT CHANGE ORDER**

2 - It is conservatively assumed that all of the MRPs (141) and half of the Minor SRRPs (10, counting duplexes as one site rather than two) for which ERRs have been delivered to date will convert from Minor to Major.

3 - An estimated maximum of 5% of the 151 properties that might convert from Minor to Major are potentially NRHP eligible, and thus require interior historic inspections. It is assumed that none of these will require a wetlands inspection.

4 - Based on the 60 PJIDs for which Major Tier 2 ERRs have been prepared to date, 4 (or 6.6%) were found to contain wetlands and require wetlands inspections to determine impacts, if any, from the proposed rehabilitation work. Therefore, it has been assumed that 10% of the 151 properties estimated to potentially require conversion from Minor to Major will require a wetlands inspection. It is further assumed that none of these sites are NRHP-eligible.

5 - It is assumed that pre-construction inspections will need to be reviewed to determine the need for supplemental asbestos inspection for all of the eligible PJIDs (Major and Minor), including those that were originally determined to not have ACM in the critical path of rehabilitation. The reason for this is that additional suspect materials may now be encountered along the modified critical path of rehabilitation. Note: ESP conducted 4 such reviews (previously completed Minor to Major conversions) gratis to determine LOE for this task; these are not included in the estimated number of sites. It is assumed that the initial assessments for the approximately 30 PJIDs for which asbestos inspections have yet to be performed are being prepared in accordance with pre-construction damage assessment protocols. Therefore, these 30 PJIDs are excluded from the estimated number of sites for assessment of changing critical paths of rehabilitation to determine the need for supplemental asbestos testing.

6 - Given the significant increases in the estimated cost of rehabilitation between the initial assessments and the pre-construction inspections, it is assumed that 75% of eligible PJIDs will require supplemental asbestos inspection.

7 - To estimate the number of PLM samples, the average number of PLM samples for the current Major PJIDs (28 samples per PJID on average) minus 12 samples (an assumed average number of PLM samples already collected for Minor PJIDs) was used.

8 - To estimate the number of additional TEM samples to be collected per PJID, the average number of TEM samples for Major PJIDs (6) minus the average number of TEM samples for Minor PJIDs (3) was used (i.e., 3 additional TEM samples per PJID on average).

9 - It has been assumed that LBP risk assessment would be required for all PJIDs for which LBP was present but LBP risk assessments were not previously performed because the estimated cost of rehabilitation was less than \$5,000. The affected PJIDs are: 96, 155, 212, 217, 258, 277, and 361.



**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
ESP ASSOCIATES, INC. CONTRACT CHANGE ORDER**

Remaining Properties

Task Description	Contracted Cost Per Unit	Projected Quantity Changes	Estimated Costs
Tier 2 CEST Major Rehab	\$2,888	7	\$20,216
Tier 2 CEST Minor Rehab	\$985	8	\$7,880
LBP Inspection & Testing	\$614	15	\$9,210
Paint Chip Samples for Lead Analysis	\$27	1	\$27
LBP Risk Assessment	\$494	15	\$7,410
Extra Wipe/Soil Lead Samples (>11/site)	\$17	1	\$17
Asbestos Inspection & Testing	\$620	15	\$9,300
Extra PLM Asbestos Samples (>20/site)	\$17	45	\$765
TEM Asbestos Samples	\$50	45	\$2,250
LBP Clearance	\$816	0	\$0
Extra Wipe/Soil Lead Samples (>8/site)	\$17	0	\$0
Asbestos Oversight (per day)	\$924	0	\$0
Asbestos Clearance (per day)	\$816	0	\$0
Extra PCM Asbestos Air Samples (>8/site)	\$17	0	\$0
TEM Asbestos Air Samples	\$65	0	\$0
ASTM Phase I ESA Report	\$1,515	0	\$0
CEST Public Facility Improvement - Canal Head Gates	\$34,574	0	\$0
CURRENT TOTAL FUNDED AMOUNT	\$884,700	Change Order Amount	\$57,075

Amendment #3 includes environmental services to complete the known and projected assessment scope for the CDBG-DR programs. The minor to major rehabilitation conversions (\$346,773) and the remaining properties requiring a Tier II report (\$57,075), and approximately 12% contingency (\$46,152) for unforeseen items, for a total amendment of \$450,000, would increase the total value of the ESP Associates, Inc. contract to \$1,334,700.



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Police Department. Award to Utility Associates in the amount of \$64,247.50. The vendor is located in Decatur, GA.

REQUISITION NO.: R197773

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract - 1012402-638200. The original budget amount is \$69,387.30.

CLEAN WATER 2020?: No

Sec. 2-204. - Competitive sealed bidding required; exceptions.

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

ATTACHMENTS:

- **#a:** Utility Associates Inc. quote (PDF)



UTILITY

Utility

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Bill To

Frieda Bates
Accounting
Columbia SC Police
PO Box 147
Columbia SC 29217
AccountsPayable@columbiasc.net

Ship To

City of Columbia/ IT
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29203

INVOICE

Date 12/5/2018
Invoice # 25487B
Customer Columbia SC Police
Terms Net 30
Due Date 1/4/2019
PO # Per Frieda Bates
Sales Rep McKeeman, David S
Created From Sales Order #13855
Disc. Amt.
Shipping Method
Tracking #
Ship Date 12/5/2018

Item	Description	Qty Shipped	Qty Ordered	Back Ordered	Price Each	Amount
SS-G-101	Remote Configuration Management (RCM), AVAILWeb and Hardware Warranty - 1 year 1/1/19-3/31/20	127	127	0	422.50	53,657.50
RIOT-UP-3001	AVAIL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1/1/19-03/31/20	1	1	0	450.00	450.00
RIOT-UP-3001	AVAIL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 03/1/19-03/31/20	26	26	0	390.00	10,140.00
	For inquiries, please use the following contact info: ~New Orders - orders@utility.com ~Existing Orders - insidesales@utility.com ~Accounting - accounting@utility.com Any other questions may be directed to 404-816-0300 Wiring Instructions: PNC Bank, N.A. East Brunswick, NJ ABA #031207607 Utility Associates, Inc. Account #8026405918					

Total 64,247.50
Amount Due \$64,247.50



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Park Street Deck Repairs as requested by Support Services. Award to Midwest Maintenance, Inc. in an amount not to exceed \$69,613.00. This firm is located in Piqua, OH.

PURPOSE: The following sub-contractors/suppliers will provide additional services/materials:

Concrete Grinding & Prep of Columbia, SC will provide services consisting of concrete prep work and grinding of existing coatings valued at 16 % (\$10,800.00) of the total contract value.

Guaranteed Supply Co. of Columbia, SC will provide materials for waterproofing and for concrete repair valued at 29% (\$20,458.00) of the total contract value.

REQUISITION NO.: R197548

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5329999-PG101702-658650. Original budget amount \$69,613.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were three (3) responsive and responsible bids received for this project under Bid#028-18-19-LAG.

The total construction time allocated for this project is sixty (60) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 69,613.00

Total (Not to Exceed)	\$ 69,613.00
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ATTACHMENTS:

- **#a:** Contract Approved by Legal (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Compliance Memo (PDF)
- **#d:** PM Recommendation (MSG)
- **#e:** Location Map (PDF)
- **#f:** BIR form for Midwest Maintenance (PDF)

CONTRACT

City of Columbia, South Carolina

Park Street Deck Repairs

Bid # 028-18-19-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Midwest Maintenance, Inc.** with legal address and principal place of business at **101 Fox Drive, Piqua OH, 45356**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Chao and Associates, Inc.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Sixty-Nine Thousand, Six Hundred Thirteen Dollars and Zero Cents (\$69,613.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Summary Structural Evaluation.

9.2.8 Specification Section 07 90 00 / 07 95 00

9.2.9 Drawings, numbered S1.0, S1.1, and S2.0, inclusive and dated 3/19/2018.

Drawing 1 of 1 dated 7/28/2018.

9.2.10 Addenda numbers 1 of 3, inclusive.

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

9.2.12 Section 071816 Vehicular Traffic Coating

9.2.13 DSM System Install Data.

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

City of Columbia, SC
8/07/2017

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor
Midwest Maintenance, Inc.

BY


William J. Meyer, President

(CORPORATE SEAL)

Attest


Angela M. Giguere, Sec/Treasurer

Address for giving notices:

Midwest Maintenance, Inc.

101 Fox Drive

Piqua, OH 45356

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

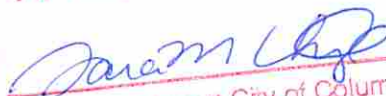
Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Event Number	BID #028-18-19-LAG Addendum 3	Organization	City of Columbia, SC
Event Title	Park Street Deck Repairs	Workgroup	Purchasing
Event Description	A Pre-Bid Meeting is scheduled for February	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	2/11/2019 01:26:46 PM (ET)	Phone	
Close Date	3/5/2019 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Midwest Maintenance, Inc.	Piqua	OH	3/5/2019 10:57:16 AM (ET)	1	\$69,613.00
Watertight Systems, Inc.	Lexington	SC	3/5/2019 09:58:55 AM (ET)	1	\$98,235.00
Alpha Insulation & Waterproofing	Charlotte	NC	3/5/2019 02:38:00 PM (ET)	1	\$175,408.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts
DATE: March 11, 2019

SUBJECT: PROJECT: BID#028-18-19-LAG Park Street Deck Repairs

Bids for this project were opened publicly at 3:00 p.m., March 5, 2019 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Local Business Enterprise Program (LBE). The apparent responsive low bidder is Midwest Maintenance, Inc. of Piqua, OH at \$69,613.00.

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

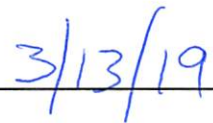
Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: _____


Juliet Nelly, Compliance Administrator

DATE: _____



Moore, Erika

From: Greene, Michael S
Sent: Friday, April 12, 2019 2:01 PM
To: Grice, Latisha A
Cc: Keisler, Kelvin; Porth, Gary B
Subject: RE: BID #028-18-19-LAG - Park Street Deck Repairs (LBE)

Latisha,

Based on the recommendation from our engineer, we recommend moving forward with Midwest Maintenance as the winning bidder. Their figures are listed below:

Waterproofing - \$33,446.00
 Expansion Joint - \$34,455.00
 Structural Repairs - \$1,712.00
 Subtotal - \$69,613.00
 Contingency - \$13,922.60
 Total Bid Amount - \$83,535.60

Thanks,

Shannon Greene, Parking Facilities Supervisor

City of Columbia Support Services Division

1924 Calhoun Street, Columbia, SC 29201

Office: 803-545-3180

Cell: 803-542-1920

Fax: 803-733-8523

Michael.Greene@columbiasc.gov

From: Grice, Latisha A

Sent: Monday, March 11, 2019 11:04 AM

To: Nelly, Juliet M <Juliet.Nelly@columbiasc.gov>; Greene, Michael S
 <Michael.Greene@columbiasc.gov>

Subject: BID #028-18-19-LAG - Park Street Deck Repairs (LBE)



Greetings,

To: Compliance: Please see the attached documents for Bid 028-18-19-LAG for project compliance evaluation.

To: Project Manager: Please review Bid Analysis and submit a Letter of Recommendation of contractor for Council Agenda Approval. Please include the contractor's base amount, contingency and total.

Thank you in advance. Have A Wonderful Day!

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

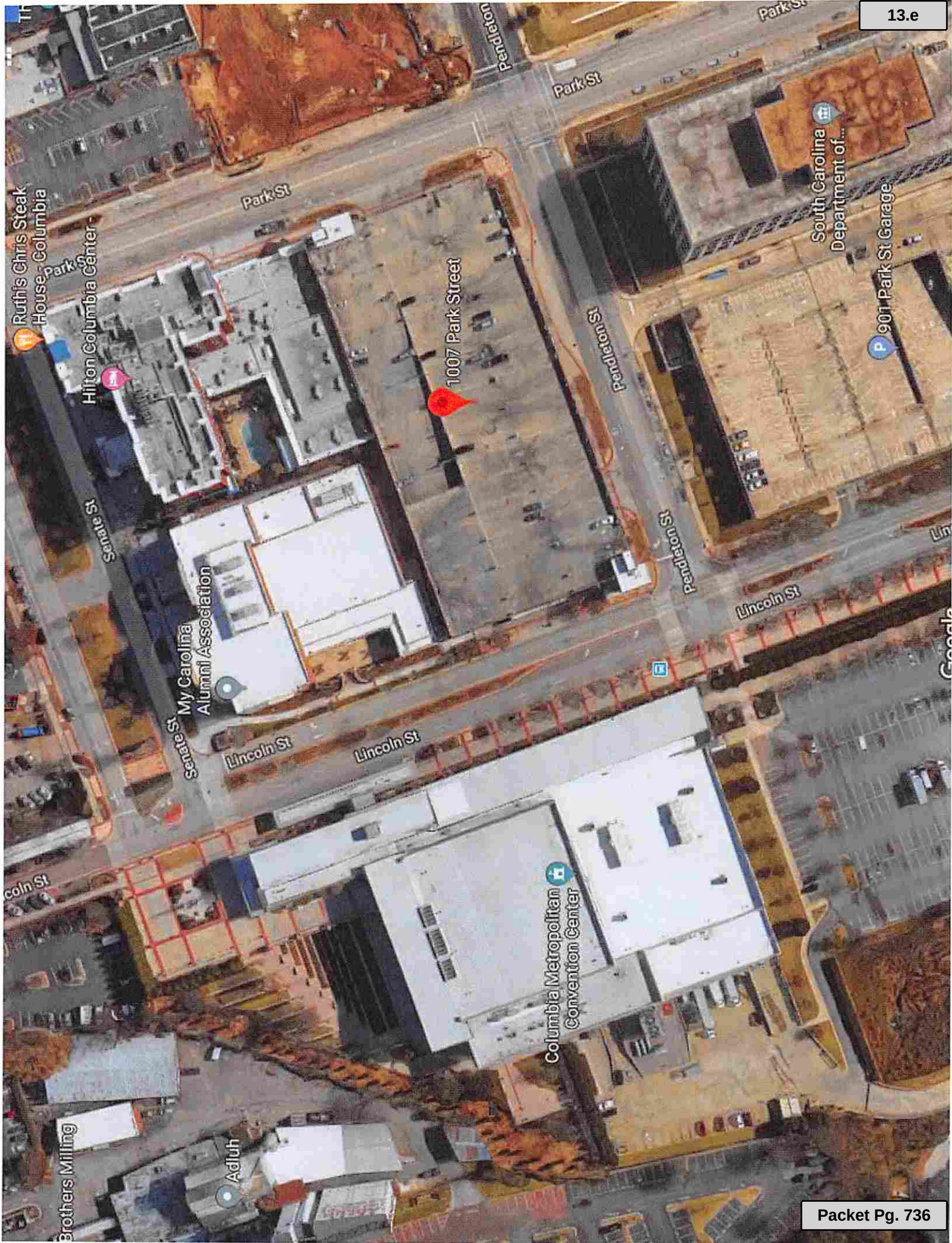
Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

The best thing to hold onto in life is each other.

-- Audrey Hepburn



Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Concrete Grinding & Prep PO Box 291554 Columbia, SC	Stephen Mahaffey 803-513-3583	Concrete Prep Work Grinding existing coating	\$10,800.00	15.5 %	No	No
Guaranteed Supply Co. 1850 Shop Road Columbia, SC	Office 803-212-1626	Waterproofing and Concrete Repair Materials	\$20,458.00	29 %	No	No
				%		
				%		
				%		

TOTAL: \$ 31,258.00

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

Business Name:

Midwest Maintenance, Inc.

Representative Name / Title:

William J. Meyer/President 

Date:

3/5/2019



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Mobile Stage Trailer for the Parks & Recreation Department, as requested by Fleet Services Department. Award to Progressive Products Inc., in the amount of \$90,703.80. This vendor is located in Pittsburg, KS.

REQUISITION NO.: R194647

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement- Auto, Trucks, Hvy Equip-Capital; 6308972-658500. The original budgeted amount is \$92,340.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Three (3) vendor responses were received for BID-067-18-19 Mobile Stage Trailer. Progressive Products Inc. was the lowest responsive and responsible bidder.

Mobile Stage Trailer	
Base Price	\$83,985.00
SC State Taxes	\$6,718.80
PO Total	\$90,703.80

Mobile Stage Trailer is for the Parks & Recreation Department: Services will commence on 07/17/2019 and terminate on 6/30/2020.

ATTACHMENTS:

- **#a:** Bid Tabulation (PDF)
- **#b:** Progressive (PDF)

Event Number 067-18-19 KSB
Event Title Mobile Stage Trailer
Event Description
Event Type IFBs
Issue Date 5/31/2019 05:00:01 PM (ET)
Close Date 6/14/2019 11:00:00 AM (ET)

Organization City of Columbia, SC
Workgroup Purchasing
Event Owner Kimberly Brown
Email kisbrown@columbiasc.net
Phone
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
PROGRESSIVE PRODUCTS INC	PITTSBURG	KS	6/5/2019 11:58:51 AM (ET)	1	\$83,985.00
Stageline Mobile Stage inc	L'Assomption, QC	QC	6/13/2019 02:15:04 PM (ET)	1	\$84,625.00
Century Industries	Sellersburg	IN	6/10/2019 11:03:18 AM (ET)	1	\$109,108.00

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

**Submit Responses Online using the City of
Columbia's online bidding system, eBidcolumbiasc
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: May 31, 2019	Bids will be opened at 11:00 A.M. on June 14, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: 067-18-19-KSB
Bid Title: Mobile Stage Trailer Vendor Name: PROGRESSIVE PRODUCTS INC. Vendor Mailing Address: 3305 AIRPORT CIRCLE City-State-Zip: PITTSBURG, KS. 66762 Telephone No: 620-235-1712 Fax No: 620-235-1772		Reason For No Bid: MOBILE HYDRAULIC STAGE
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		
JEFFREY HESS AUTHORIZED SIGNATURE (MANUAL) <i>JEFFREY A HESS</i> AUTHORIZED SIGNATURE/TITLE (TYPED) HEAD OF SALES jhess@progressiveproductsinc.com E-MAIL ADDRESS		

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids.
NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.
 - A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.
 - E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

Bid No: 067-18-19-KSB Mobile Stage Trailer**Page No: 2****General Conditions Continued**

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision.

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

Bid No: 067-18-19-KSB Mobile Stage Trailer**Page No: 3**

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

I. GLOSSARY OF TERMS

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to Bid (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

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Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

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DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for a Mobile Stage Trailer are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 11:00 A.M. (EST), June 14, 2019 then publicly opened and read.

The commodities and/or services must be furnished as described and specified, delivered to Fleet Services, 2910 Colonial Drive, Columbia, SC 29203.

Bid No. **067-18-19-KSB**

By: *Kimberly S. Brown*, Buyer
 Kimberly S. Brown

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

One (1) Mobile Stage Trailer
Combined Overall Price

\$ 83,985.00

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

Schedule of Events

Invitation to Bid issued	May 31, 2019
Last Day for Questions	June 10, 2019 at 12:00 P.M.
Invitation to Bid Opening	June 14, 2019 at 11:00 A.M
Intent to Award (Tentative)	June 19, 2019
City Council Approval (Tentative)	July 2, 2019

Note:

1. In addition to submitting bid responses using eBidcolumbiasc located at <https://columbiasc.ionwave.net/Login.aspx>. Bidder will also attach to eBidcolumbiasc: a Cover Letter, pages 1, 6, 17, 18, 19-22, 23, 24 and Appendices A-E, of bid package before bid opening. If these documents are not submitted, your bid may be considered nonresponsive.
2. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.

Bid No: 067-18-19-KSB Mobile Stage Trailer

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3. By submitting a bid, it certifies that the Bidder meets the City of Columbia's specification as outlined in this document.
4. Questions should be submitted to eBidcolumbiasc by June 10, 2019 at 12:00 P.M. (EST).
5. Elaboration, Assumptions and Clarification
If you make assumptions about the meaning or accuracy of information contained herein, you should state the assumptions in your submission. If you do not ask questions or clarify any assumptions, the City will assume that you agree with and understand the requirements in the IFB. Any exceptions to the terms, conditions, provisions, and requirements delineated in the submission must be specifically noted and explained by the Vendor and must be submitted by June 10, 2019 by 12:00 P.M. (EST). No interpretation shall be binding unless in writing from the City of Columbia. The City will assume that any vendor that responds to this IFB accepts all of the IFB terms, conditions, and requirements.
6. Discussions
No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.
7. All bids (pricing) must be submitted online.
8. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Appendix A for further information.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

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III. SPECIFICATIONS AND SCOPE OF SERVICES

Fully Hydraulic Mobile Stage Trailer with:

20X16 Floor Size, Gas & Electric Power, Front Controls, Speaker Bars, Corner Towers, Spare Tire, Tower Shuttles, Tool Box/Tools, Gap Slats, Cargo Straps, Outrigger Pads, Stair Step Attachment, Mesh Backdrop, Solid Front Skirt, (2) two workers 30 minutes to 1hour install time, Bumper Hitch and Training.

Trailer:	
Trailer Length	27' 5"
Trailer Width	102"
Trailer Height	11' 10"
Cargo Space	7'6" x 4' 8"
Cargo Capacity	4,000 lb
Maximum Weight	14,500 lb
Stage Deck:	
Floor Size	20' x 16'
Floor Height	45" to 69"
Ground to Roof	15' 1"
Structure	Plywood
Floor Support	(5) 8,000 lb jacks
Stage Roof:	
Covered Roof	21' 8" x 16'
Deck to Roof Top Height	12' 8"
Deck to Front I-Beam width	11' 10"
Deck to Center I-Beam	11' 3"
Surface	Fiberglass / Alum
Beam Loads:	
Fly Bays	2 at 700 lb ea.
Front Stage I-Beam	1,000 lb evenly distributed
Back Stage I-Beam	1,000 lb evenly distributed
Electrical:	
Breaker Panel	220V 125 amp capacity
DOT required	LED signal, marker lights, reflectors & license light, W/12VDC connector cable or equal
Generator	
Enclosed 12kw Diesel Generator	120V/240v 100/50 Amp 60Hz diesel powered or equal

IV. TERMS AND CONDITIONS FOR BID 067-18-19 KSB

TERMS & CONDITIONS FOR SERVICES

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders Present** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**
Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

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- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the contractor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The contractor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, cancelled, by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.
 - 5) **Worker Compensation Insurance** - The contractor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all

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employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance.

The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

6) Liability Insurance - The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Owner & Contractor's Protective Liability Policy - Issued in the City of Columbia an owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.
- b) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- c) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- d) Excess Liability Insurance: An excess liability policy naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the contractor allow any subcontractor to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. **Bonding, Licenses, Permits, and Taxes** - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work. All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.
- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Subcontractors** – Contractors planning to subcontract a portion of this contract will need to identify and submit a list with their bid of their proposed subcontractors (all subcontractors must be in good standing with SCDOT). The City has the right to check the subcontractors' background and make a determination on either approving or rejecting the use of a proposed subcontractor. Any negative response may result in the disqualification of the subcontractor. **Please complete form (Appendix E and submit with your bid).**
- Q. **Performance Bond** - Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to fifty (50) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.
- R. **Indemnification** - The Contractor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent or of any notice of violation from any federal or state agency,

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or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

All responses to Request for Bids should be made on forms provided with bid package.

S. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

- T. **Termination** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15)

U.

days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

- V. **Force Majeure** - Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

- W. **Non-Discrimination in Contracting Policy** 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 these nondiscrimination requirements in all subcontracts for program work.

- X. **Ethics**- The Contractor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

Additional Terms applicable to this solicitation

A. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

B. Severability

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

C. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

D. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

E. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

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V. APPENDICES AND EXHIBITS

Appendix A: Local Business Enterprise (LBE) Qualification Statement

Appendix B: Non-Collusion Affidavit

Appendix C: Organizational Conflict of Interest Affidavit

Appendix D: Affirmative Action Utilization Goals

Appendix E: Business Information Record for Subcontractors

Appendix F: City of Columbia Holiday Schedule

Exhibit A: Local Business Enterprise (LBE) Policy (Separate Attachment)

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APPENDIX A

City of Columbia Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owners driver's license.**

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☐ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☐ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jmnelly@columbiasc.net or agdriggers@columbiasc.net

☐ **Qualified** ☐ **Not Qualified**

(Compliance Authorized Signature)

(Date)

Revised Date 8/29/2017

Bid No: 067-18-19-KSB Mobile Stage Trailer

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APPENDIX B: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

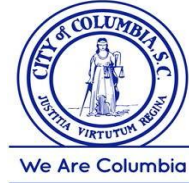
(Notary Public)

My commission expires _____

Bid No: 067-18-19-KSB Mobile Stage Trailer

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APPENDIX C: ORGANIZATIONAL CONFLICT OF INTEREST



ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

067-18-19-KSB Invitation for Bid Mobile Stage Trailer

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, JEFFERY A HESS (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

Bid No: 067-18-19-KSB Mobile Stage Trailer

Page No: 20

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's subconsultant(s), nor does Offeror or Offeror's subconsultants have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my subconsultant(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subconsultant(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my subconsultant(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subconsultants may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City

Bid No: 067-18-19-KSB Mobile Stage Trailer

Page No: 21

Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. Kimberly S. Brown is the Procurement/Contracting Officer for this solicitation.”

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☒ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ **All identified actual or potential Conflicts of Interest and/or Unfair**

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subconsultants, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subconsultants have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subconsultants that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as

Bid No: 067-18-19-KSB Mobile Stage Trailer

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amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subconsultants participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

- 9. Has anyone in your company been privy to any information regarding this solicitation prior to May 31, 2019? If so, please explain.**

no

- 10. Prior to the solicitation release date on May 31, 2019, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

no

Company Name: PROGRESSIVE PRODUCTS INC.

By: JEFFREY HESS

Print Name: JEFFREY HESS

Title: HEAD OF SALES

Date: 06/05/2019

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

Bid No: 067-18-19-KSB Mobile Stage Trailer

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APPENDIX D: AFFIRMATIVE ACTION UTILIZATION GOALS

AFFIRMATIVE ACTION UTILIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted 0 %

Total **MBE Participation Percentage** to be subcontracted 0 %

Total **WBE Participation Percentage** to be subcontracted 0 %

Total **Other DBE Participation Percentage** to be subcontracted 0 %

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

Bid No: 067-18-19-KSB Mobile Stage Trailer

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APPENDIX E: BUSINESS INFORMATION RECORD FOR SUBCONTRACTORS

Business Information Record for Subconsultants/Subcontractors

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

Project: 067-18-19 KSB Mobile Stage Trailer

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
				%		
				%		
				%		
				%		
				%		

TOTAL: \$_____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

Bid No: 067-18-19-KSB Mobile Stage Trailer

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Appendix F: CITY OF COLUMBIA, SC HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2019

Holiday- 2019	*Official & Designated Day-Date- 2019
New Year's Day	Tuesday—January 1, 2019
Martin Luther King, Jr. Day	Monday—January 21, 2019
Friday before Easter	Friday—April 19, 2019
Memorial Day	Monday—May 27, 2019
Independence Day	Tuesday—July 4, 2019
Labor Day	Monday—September 2, 2019
Thanksgiving Day	Thursday—November 28, 2019
Day after Thanksgiving Day	Friday—November 29, 2019
Day in conjunction with Christmas	Tuesday—December 24, 2019

JULY 4 is a Thursday



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an amendment in the amount of \$133,108.15 to the Design Build Contract for the Hampton Park Neighborhood Center, as requested by the Parks and Recreation Department. The original award to Solid Structures, LLC, a Minority Business Enterprise (Woman), was in the amount of \$637,000.00. The firm is located in West Columbia, SC. We also request the Council's approval to execute the amendment in a form approved by the City's Attorney's Office with final approval by the City Manager.

REQUISITION NO.: R179277

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 4039999-PK003203 - The previous award amount was \$637,000. The revised award amount is \$770,108.15. The original budgeted amount is \$770,108.15.

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: No

FOCUS AREAS: Empowering Our Residents, Innovative & High Quality Municipal Services

Due to the increase in construction and material costs, and the added amenities, additional funding in the amount of \$133,108.15 is requested for the Design Build Contract for Hampton Park Neighborhood Center. It features 3,000 SF of open meeting space, accessible restrooms, office space, kitchen, storage, and a semi-private classroom area. The proposed design incorporates a deck overlooking the pond and parking area. City engineering and construction for all areas 5' beyond the building and parking include rough grading and basic utilities for future design elements identified in the City of Columbia's 2013 Parks & Recreation Master Plan. Future Master Plan features not included in this Contract are a playground, splash pad, and park walkways.

Proposed Change and Basis for Payment

Original Contract Price	\$637,000.00
PO Modification	\$133,108.15

Revised Contract Price	\$770,108.15
------------------------	--------------

ATTACHMENTS:

- **#a:** Hampton Park Design Build PO Mod Increase Request (PDF)

 CITY OF COLUMBIA Department of Procurement & Contracts **For Internal Use Only** PO Change/Modification Order Form	Contract Number:	
	Procurement Officer:	
	Phone:	803.545.3470
	E-Mail Address:	
	Address:	1800 Main St., 2 nd Floor Columbia, SC 29201

Routing Date: 06 / 10 / 2019

Form must be completed for all requested changes/modifications greater than \$100.00.

DESCRIPTION: Hampton Park Design Build RFP

DEPARTMENT NAME AND REQUESTOR: Parks and Recreation - Randy Davis

CONTRACTOR'S NAME AND ADDRESS: Solid Structures LLC, PO Box 3078, West Columbia, SC 29171

PURCHASE ORDER NUMBER (if applicable): P166223 CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

☒ Purchase Order Increase☐ Purchase Order Decrease☐ Project Contingency Funds Utilized - Amount: \$ _____☐ Change to Contract Scope of Work☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)☐ Other Change

Brief Explanation/Justification: Request to add \$133,108.15 to purchase order due to the increase in construction and material cost.

Requested Amount of PO Increase/Decrease: \$ 133,108.15 Current PO amount/total: \$ 637,000.00

Accounting Information on Original PO: ORG 4039999/PK003203 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG 4039999/PK003203 OBJ 658650 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$100.01 - \$5,000):

Recommended for Approval:

(Signature)

(Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval:

(Signature)

(Title)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval:

City Manager Approval Needed

Recommend for Approval:

(Signature)

Yes or No

(Date)

City Manager Approval:

Recommend for Approval:

(Signature)

(Date)

All change orders over \$50,000.01 must be approved by City Council Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

The agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

INTERNAL PO Modification /CHANGE ORDER (CUC 2/12/19 Updated)


 Legal Department City of Columbia, SC



CITY OF COLUMBIA
SOUTH CAROLINA
INTER-OFFICE MEMO

To: Ms. Teresa Wilson, City Manager	Date: June 6, 2019
From: Randy Davis, Director of Parks and Recreation 	
Subject: Request to Increase Purchase Order – Solid Structures (P166223)	

Solid Structures original purchase order (P166223) was issued in the amount of \$637,000 for the construction of the newly Hampton Park facility.

Due to the increase in construction and material cost, and the added amenities, we request your approval to increase the current purchase order P166223 (Solid Structures) in the amount of \$133,108.15. This amount will complete the Hampton Park project.

Attached is the itemized breakdown.

Approval:  7/1/19
Ms. Teresa Wilson, City Manager



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for the Earlewood Park Channel Restoration & Bioretention Area Project, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified LBE and MBE (Woman) in an amount not to exceed \$315,552.00, which includes contingency. The firm is located in Lexington, SC.

REQUISITION NO.: R199426

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SD846401-658650 This project is funded by a Federal Grant. The original budget amount is \$368,274.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were four (4) responsive and responsible bids received for this project under Bid 073-18-19-BF.

The total construction time allocated for this project shall be one hundred eighty (180) consecutive calendar days from the said date of commencement as defined in the Notice To Proceed (NTP).

Base Bid	\$262,960.00
Contingency (20%)	\$ 52,592.00
Total (Not to Exceed)	\$ 315,552.00

ATTACHMENTS:

- **#a:** Legal approved Contract (PDF)
- **#c:** 4D Drawings (PDF)
- **#d:** Engineer's Recommendation Bid 073-18-19-BF (MSG)
- **#e:** BIR form (PDF)

CONTRACT

City of Columbia, South Carolina

SD8464

Earlewood Park Channel Restoration & Bioretention Area

Bid #073-18-19-BF

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Columbia Water.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Sixty-Two Thousand Nine Hundred Sixty Dollars and Zero Cents (\$262,960.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 14 "Instructions to Bidders", Part 15 "General Specifications", Part 20 "Specifications for Sodding, Fertilizing, and Seeding", all from the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Technical Specifications.

9.2.9 Drawings, numbered C-0 through C-17, inclusive and dated 10-2-2017.

9.2.10 Federal Terms and Conditions.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

THIS DRAWING IS THE PROPERTY OF 4D ENGINEERING LLC, AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE ACTUAL PROJECT SITE IDENTIFIED.

SITE IMPROVEMENTS FOR
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
LOCATED IN COLUMBIA, SC

PREPARED FOR
CITY OF COLUMBIA

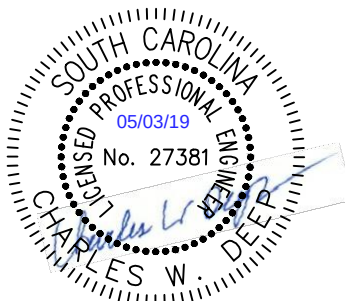
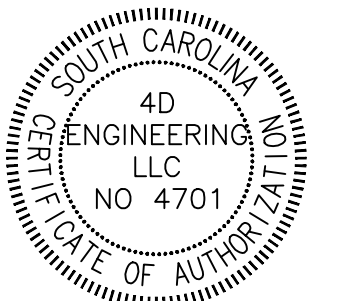
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"SUPERIOR COMPREHENSIVE
ENGINEERING SOLUTIONS"

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CIVIL ENGINEERING



REVISIONS		
#	DESCRIPTION	DATE
1	QC REVIEW	10/26/17
2	CHANNEL REDESIGN	12/12/18
3	PER ACOE COMMENTS	01/25/19
4	PER ACOE COMMENTS	02/28/19
5	BRIDGE DETAIL REVISION	05/03/19

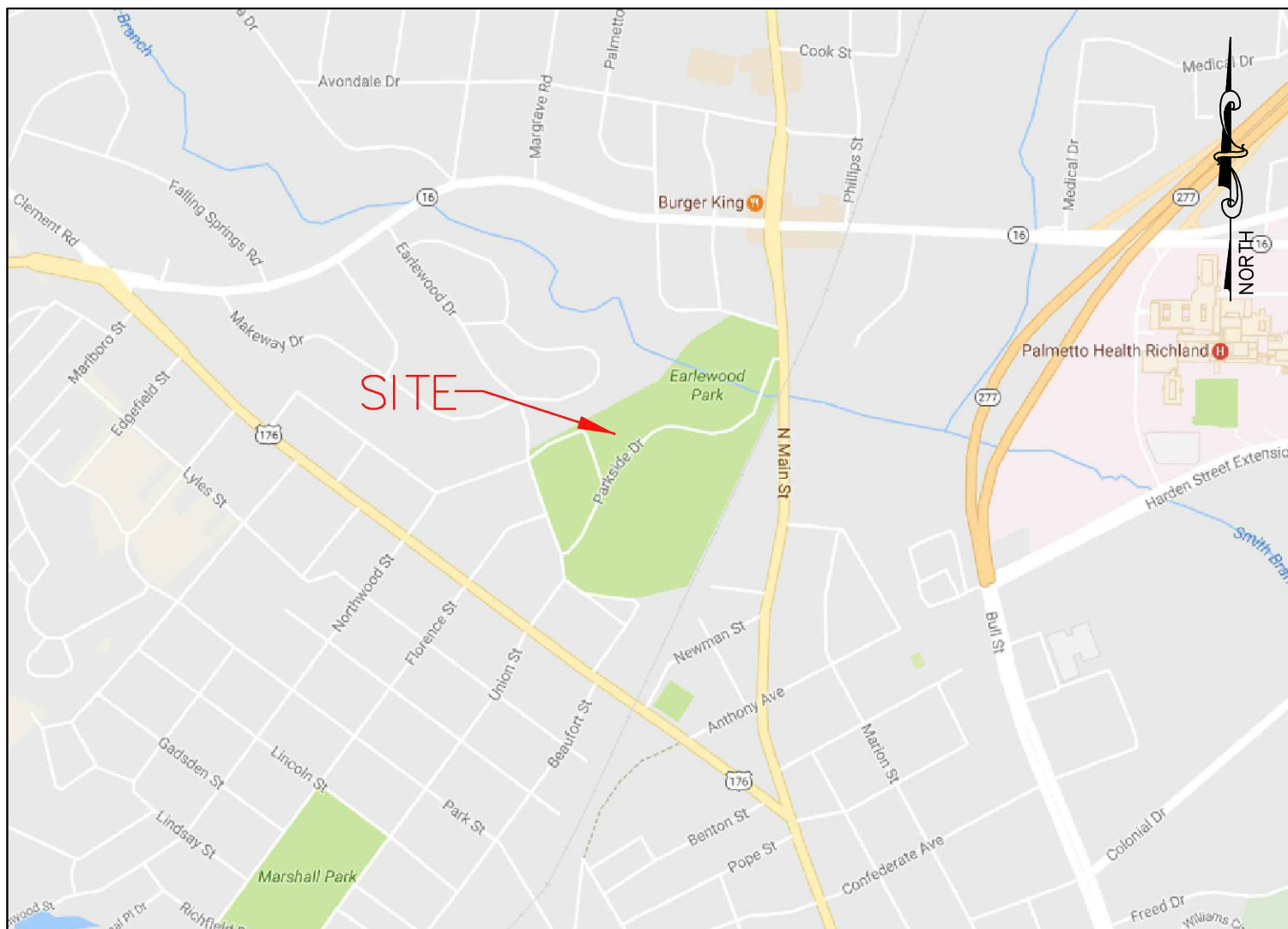
APPROVED FOR CONSTRUCTION ONLY
Subject to Compliance with the City of Columbia MS4
Stormwater Management Ordinance. Any changes
and/or alterations made to approved plans will void
permit number.
Plans approved by the following, on the specified date:

As Jesse 5/3/2019

DRAWING INDEX

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LOCATION MAP



SCALE: 1"=1,000'

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Palmetto Utility Protection Service

CLIENT:
WOOLPERT, INC.
2000 CENTER POINT ROAD
SUITE 2200
COLUMBIA, SC 29210
(803) 731-0261
HAL.CLARKSON@WOOLPERT.COM

OWNER:
THE CITY OF COLUMBIA
1136 WASHINGTON STREET
COLUMBIA, SC 29201
(803) 545-3400
MJJASPER@COLUMBIA.SC.NET

ENGINEER:
4D ENGINEERING LLC
603 S LAKE DRIVE
LEXINGTON, SC 29072
(803) 356-0909
4DENG@4DENG.COM

4D ENGINEERING
CIVIL ENGINEERING
WWW.4DENG.COM

PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: NTS
PROJ NO: 17019
C0
OCTOBER 2, 2017

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REFERENCES

1. BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY R.D. PLATNER, PLS PROVIDED TO 4D ENGINEERING IN DIGITAL FORMAT ON APRIL 10, 2017.
2. TAX MAP NUMBER R09111-08-01

GENERAL NOTES:

1. SOME UTILITIES MAY EXIST AT THE SITE THAT WERE NOT ABLE TO BE LOCATED BY TYPICAL SURVEY METHODS. CALL PALMETTO UTILITY PROTECTION SERVICE, AT (888) 721-7877, FOR ALL UNDERGROUND UTILITY LOCATIONS AT LEAST 72 HOURS PRIOR TO EXCAVATION.
2. VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY DIFFERING SITE CONDITIONS ARE NOTED.
3. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
4. REMOVE ALL DEBRIS AND OTHER MATERIALS RESULTING FROM DEMOLITION AND DISPOSE OF OFF SITE UNLESS OTHERWISE DIRECTED BY OWNER.
5. ALL MARKINGS WITHIN SCDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.

SITE INFORMATION:

1. PROPERTY IS IDENTIFIED AS TMS: R09111-08-01
- DISTURBED AREA IS 0.76 ACRES

DESIGNER CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR RICHLAND COUNTY AND SCDHEC.

8/4/17

DESIGNER'S SIGNATURE AND CERTIFICATION

27381

STORM DRAINAGE & GRADING NOTES:

1. WHEN GRADING BETWEEN SPOT ELEVATIONS, GRADE ON A UNIFORM SLOPE.
2. BEFORE BEGINNING GRADING ACTIVITIES, INSTALL ALL PERIMETER EROSION CONTROL MEASURES SUCH AS SILT FENCING, SEDIMENT TUBES, ETC. TO PREVENT ANY POTENTIAL OFFSITE SEDIMENTATION.
3. REMOVE ALL UNSUITABLE MATERIAL FROM AREAS TO BE FILLED.
4. TEMPORARY DEWATERING OF EXCAVATIONS AT THE SITE MAY BE REQUIRED TO PROPERLY PERFORM THE WORK. WHEN NECESSARY, PROVIDE ADEQUATE DEWATERING METHODS INCLUDING PUMPS AND BYPASS SYSTEMS.
5. FINISH SURFACES TO WITHIN 0.10' OF THE FINAL ELEVATIONS SHOWN ON THE PLANS.
6. BEGIN PIPE INSTALLATION AT DOWNSTREAM END OF RUN AND LAY PIPE UPGRADE AT THE GRADES SPECIFIED ON THE PLANS.
7. FIELD VERIFY EXACT ELEVATIONS AT ALL TIE IN LOCATIONS WITH EXISTING FINISHED SURFACES PRIOR TO CONSTRUCTION.
8. PROVIDE A MARKED UP "AS BUILT" PLAN TO THE ENGINEER FOR ALL STORM PIPING AND BIORETENTION AREA PRIOR TO COMPLETION OF THE PROJECT.

STORMWATER SYSTEM MAINTENANCE PLAN:

1. INSPECT SLOPES, TOP OF BERM, AND ALL GRASSY AREAS SURROUNDING THE BIORETENTION AREA AS OFTEN AS NECESSARY.
2. INSPECT BIORETENTION AREA FOR TRASH, DEBRIS, AND ACCUMULATION OF SEDIMENT EVERY NINETY (90) DAYS. TRASH, AND DEBRIS ARE TO BE REMOVED AS SOON AS THEY ARE DISCOVERED. ACCUMULATED SEDIMENT SHALL BE REMOVED AS NEEDED WHEN SEDIMENT ELEVATION REACHES 0.5' FROM THE PROPOSED BOTTOM OF THE POND.
3. INSPECT THE UNDERDRAIN PIPE, RIP-RAP, AND EMERGENCY SPILLWAY EVERY NINETY (90) DAYS AND REPAIR AS OFTEN AS NECESSARY.
4. INSPECT AND MAINTAIN SLOPES, TOP OF BERM, AND GRASSED SWALES TO ENSURE THAT THEY HAVE A WELL ESTABLISHED GRASS COVER. EROSION OF SLOPES AND SWALES SHALL BE REPAIRED AS OFTEN AS NECESSARY.

SEQUENCE OF CONSTRUCTION

1. RECEIVE NPDES PERMIT APPROVAL. (WEEK 1)
2. PRE-CONSTRUCTION MEETING. (WEEK 1)
3. NOTIFY SITE INSPECTOR 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITIES. (WEEK 1)
4. INSTALL INITIAL EROSION CONTROLS INCLUDING PERIMETER SILT FENCING (WEEK 1)
5. SITE CLEARING AND GRUBBING (WEEK 2-WEEK 3)
6. INSTALL BIORETENTION AREA (WEEK 4-WEEK 5)
7. CHANNEL GRADING & STABILIZATION (WEEK 6-WEEK 8)
8. INITIATE FINAL STABILIZATION MEASURES (WEEK 8-WEEK 10)
9. SITE LANDSCAPING (WEEK 11-WEEK 13)
10. PERFORM AS BUILT SURVEY OF BIORETENTION AREA, PIPING, AND CHANNEL.
11. REMOVE TEMPORARY SEDIMENT & EROSION CONTROL MEASURES WHEN PROJECT IS FULLY STABILIZED.

SCDHEC STANDARD SEDIMENT & EROSION CONTROL NOTES:

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCR100000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

ADDITIONAL SEDIMENT & EROSION CONTROL NOTES:

1. INSTALL SILT BARRIERS AS SHOWN ON THESE PLAN SHEETS. SILT BARRIERS SHALL BE MAINTAINED AND KEPT IN WORKING CONDITION UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SILT FENCING SHOULD BE CLEANED OR REPLACED WHEN SILT ACCUMULATION REACHES 1/3 THE HEIGHT OF THE FENCE.
2. ALL DISTURBED AREAS SHALL BE GRASSED. TEMPORARY GRASSING, MULCHING, OR OTHER STRUCTURAL MEASURES MAY BE REQUIRED TO PREVENT EROSION.
3. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL CLEARED AND GRADED AREAS SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS ESTABLISHED. ANY ERODED AREAS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION AND PROTECTED FROM FURTHER EROSION AT NO ADDITIONAL COST TO THE OWNER.
4. PROVIDE SILT FENCE AND/OR OTHER EROSION CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION IN THE AREA. CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS. CONTRACTOR TO DAILY REMOVE MUD/SOIL FROM PAVEMENT AS REQUIRED.
6. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED TO THE SATISFACTION OF SCDHEC AND THE CITY OF COLUMBIA.

STABILIZATION NOTES:

1. ALL DISTURBED AREAS SHALL BE GRASSED IMMEDIATELY UPON COMPLETION OF GRADING OPERATIONS.
2. TEMPORARY STABILIZATION SHALL BE UTILIZED FROM NOVEMBER THROUGH FEBRUARY, BUT PERMANENT STABILIZATION IS REQUIRED IN ALL AREAS BEFORE PROJECT COMPLETION.
3. DO NOT USE STRAW OR HYDRAULIC MULCH IN DITCHES OR AREAS OF CONCENTRATED FLOW.
4. CONTRACTOR SHALL PERFORM SOIL ANALYSIS TO DETERMINE THE PROPER AMOUNT OF SOIL AMENDMENTS REQUIRED.

GRASSING SCHEDULE

PERMANENT STABILIZATION: (LBS PER 1000 SQ FT)

0.5	RYE GRASS
2.0	COMMON BERMUDA (HULLED)
0.2	WHITE CLOVER
PER SOIL TEST	FERTILIZER
PER SOIL TEST	AGRICULTURAL LIME (MAY BE REDUCED IF APPLIED DURING PREVIOUS TEMPORARY STABILIZATION EFFORTS)

TEMPORARY STABILIZATION: (LBS PER 1000 SQ FT)

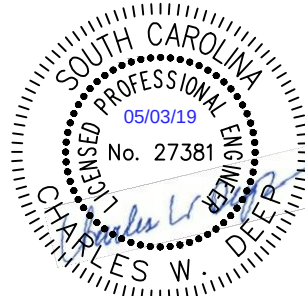
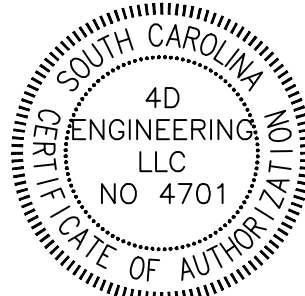
2.0	RYE GRASS
1.0	COMMON BERMUDA (HULLED)
1.0	COMMON BERMUDA (UNHULLED)
PER SOIL TEST	FERTILIZER
PER SOIL TEST	AGRICULTURAL LIME

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3	PER ACOE COMMENTS	01/25/19
4	PER ACOE COMMENTS	02/28/19
5	BRIDGE DETAIL REVISION	05/03/19

SHEET

NOTES

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

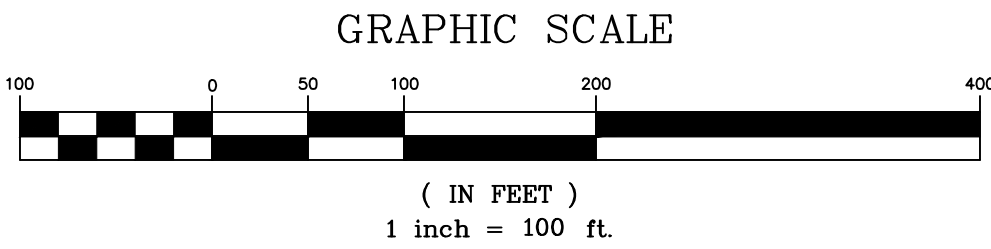
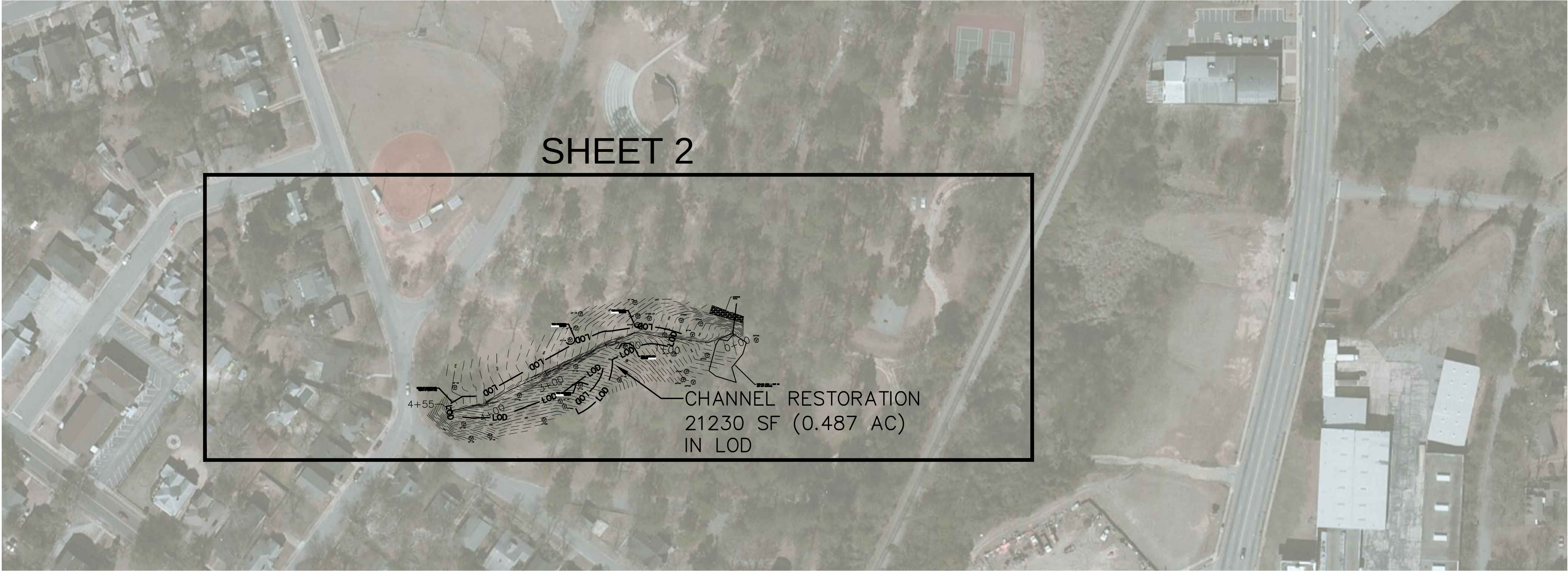
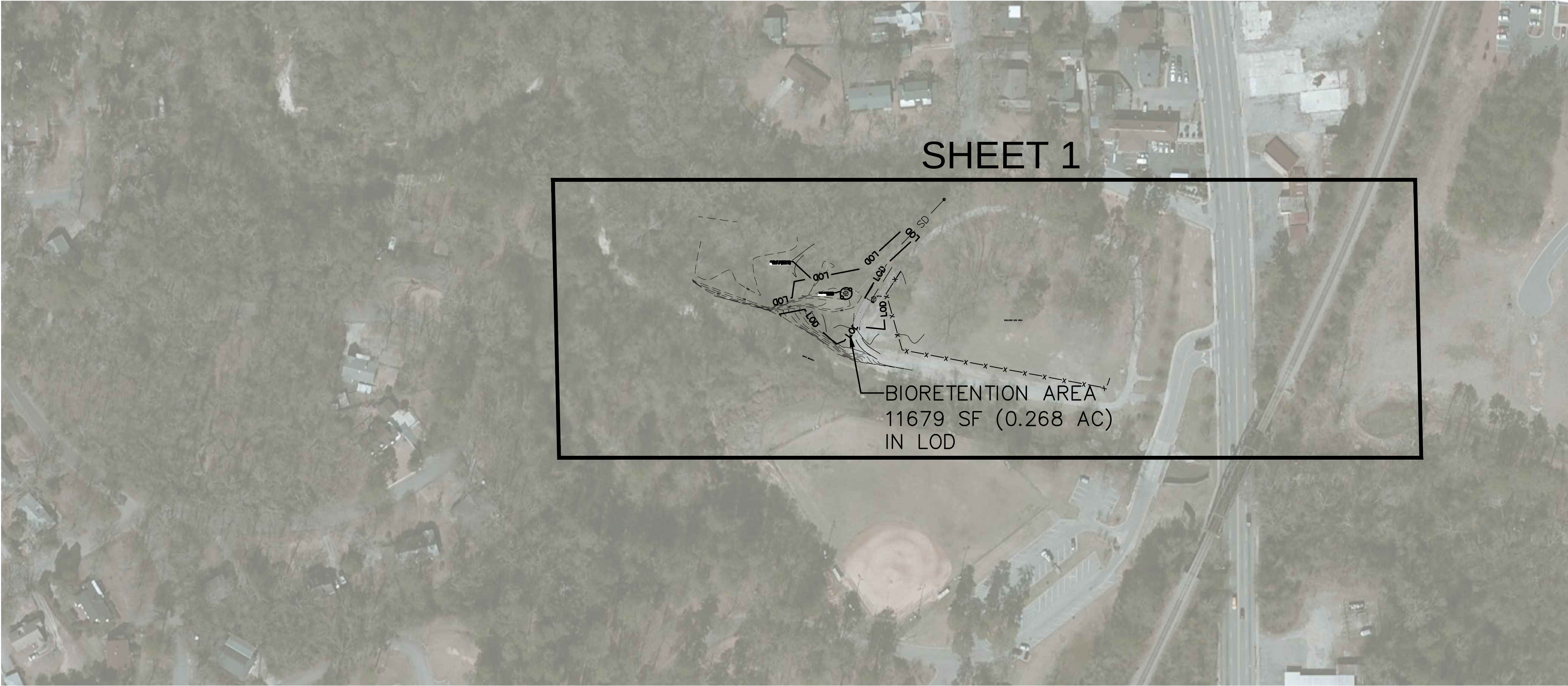
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OCTOBER 2, 2017

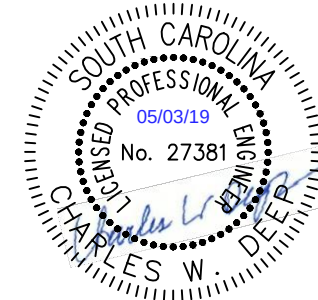
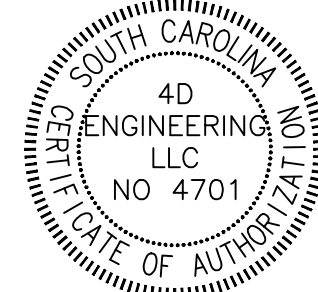
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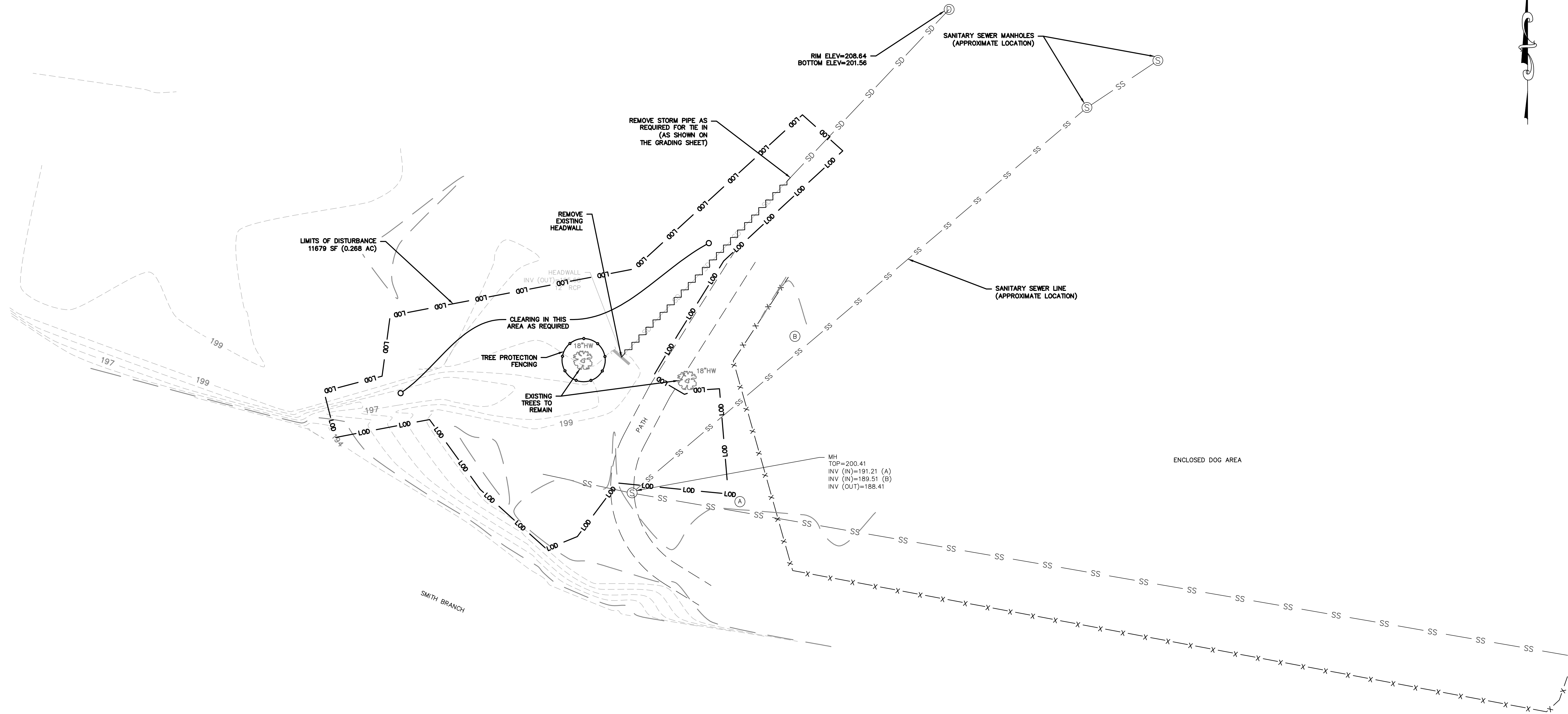
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SHEET
OVERALL EXISTING
CONDITIONS

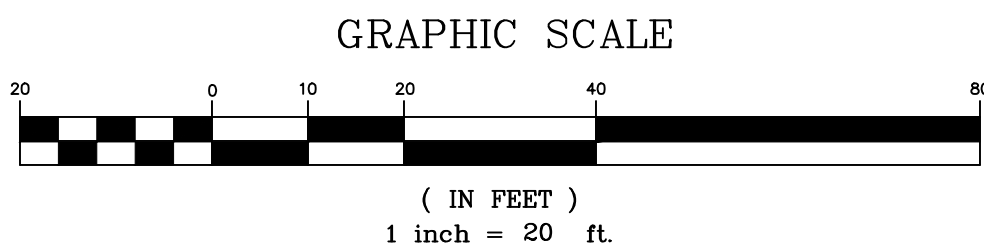
PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: 1"=100'
PROJ NO: 17019
C2
OCTOBER 2, 2017

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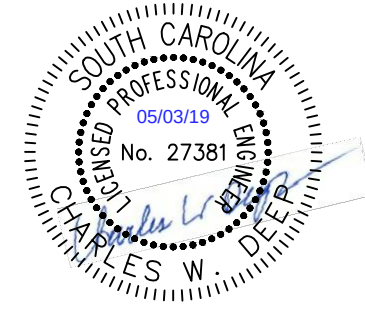
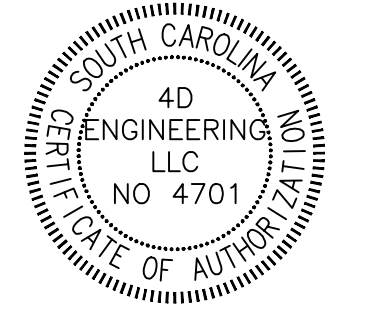


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SHEET

EXISTING CONDITIONS &
DEMOLITION PLAN
(SHEET 1 OF 2)

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

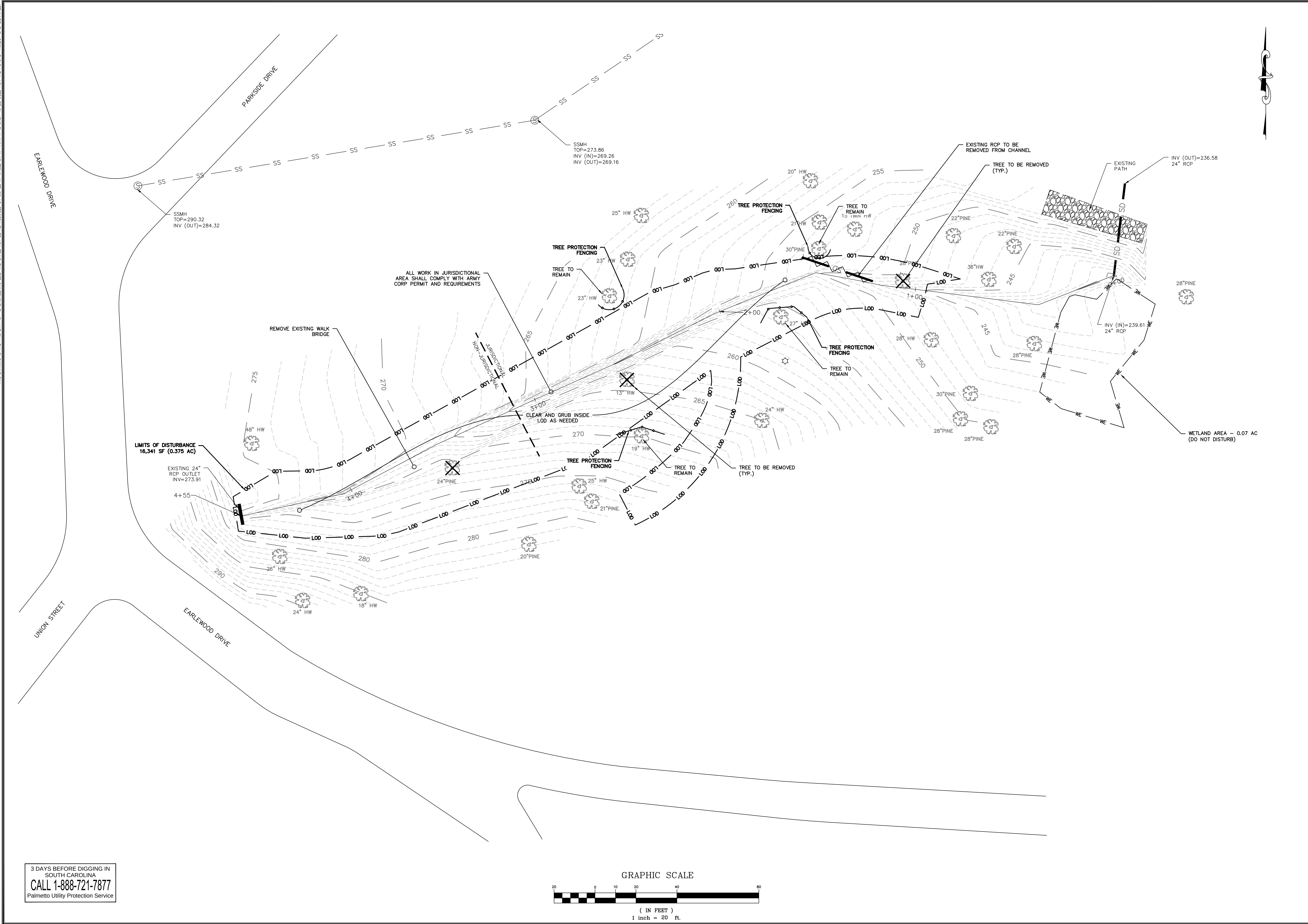
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C3

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EXISTING CONDITIONS & DEMOLITION PLAN
(SHEET 2 OF 2)

PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN COLUMBIA, SC

SCALE: 1"=20'

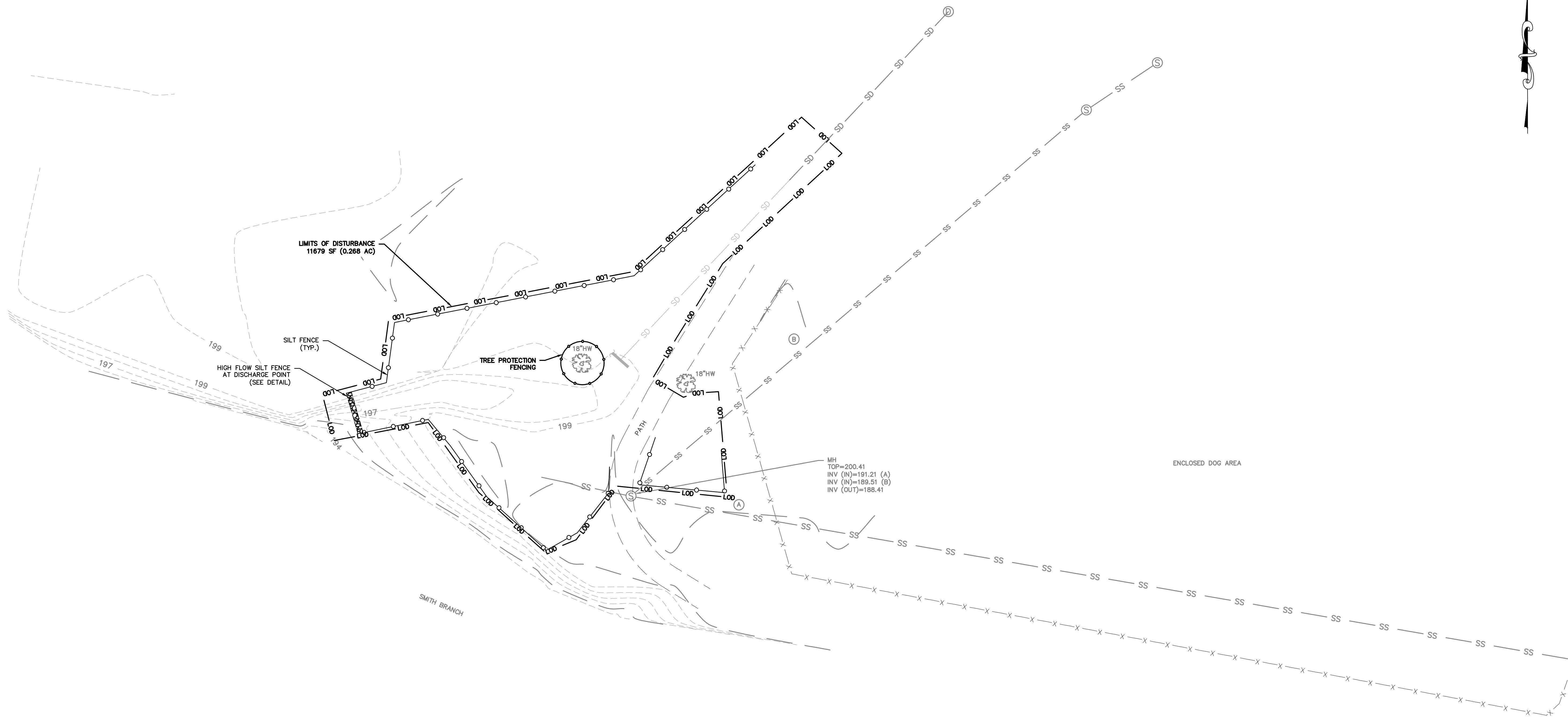
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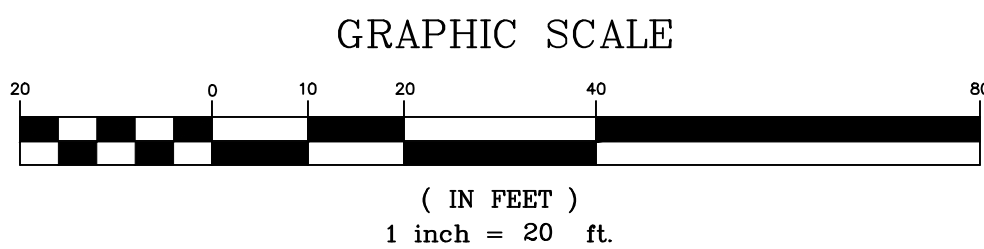
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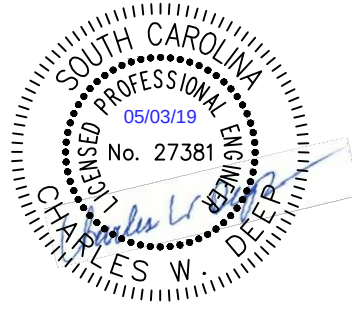
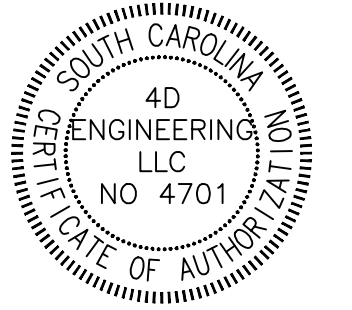


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SHEET

INITIAL SEDIMENT &
EROSION CONTROL PLAN
(SHEET 1 OF 2)

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: 1"=20'

PROJ NO: 17019

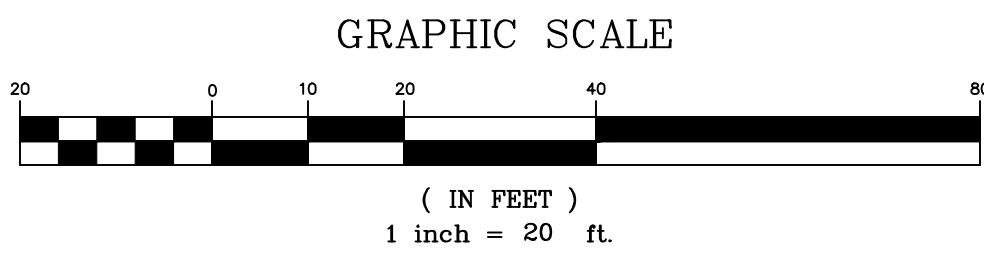
C5

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4	PER ACOC COMMENTS	02/28/19
5	BRIDGE DETAIL REVISION	05/03/19

SHEET

**INITIAL SEDIMENT &
EROSION CONTROL PLAN
(SHEET 2 OF 2)**

PROJECT

**EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC**

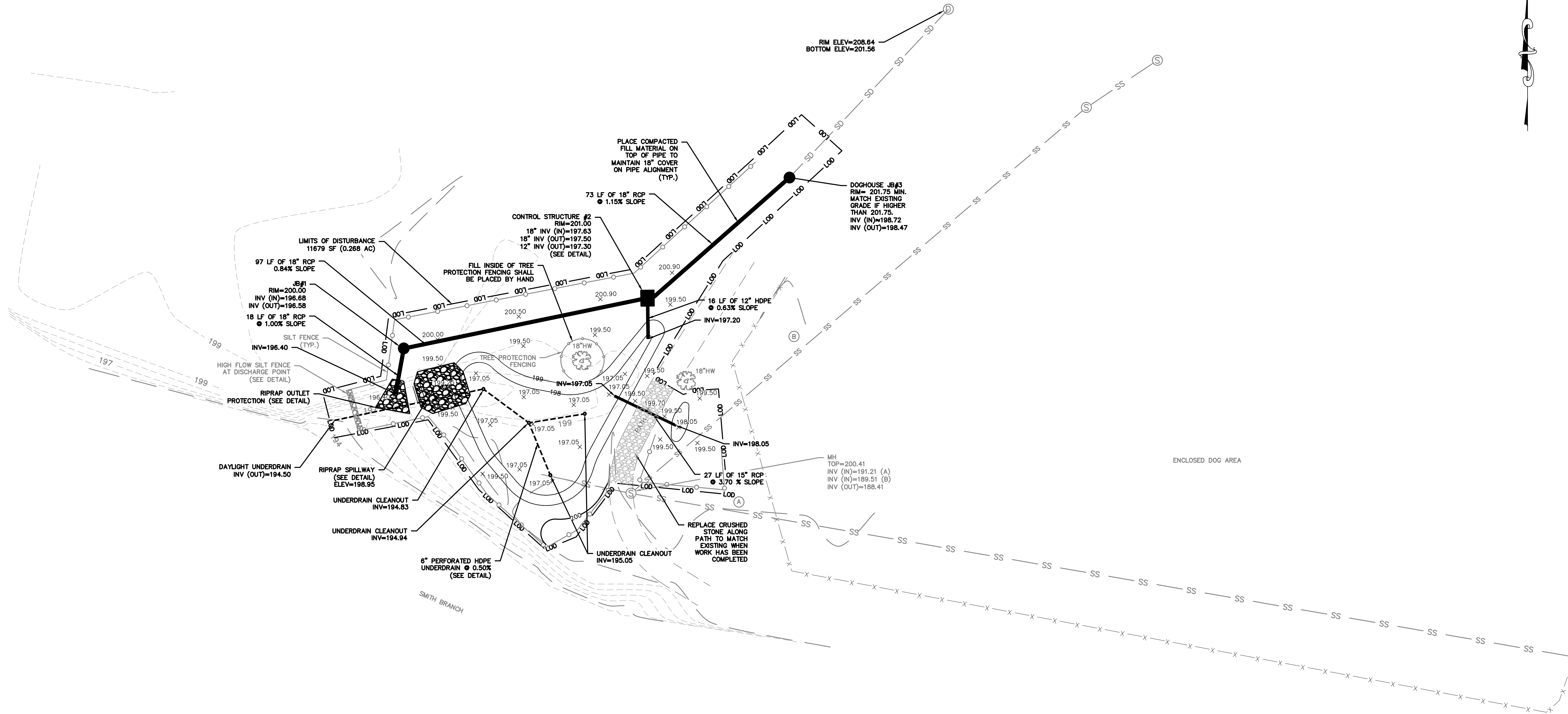
SCALE: 1"=20'

PROJ NO: 17019

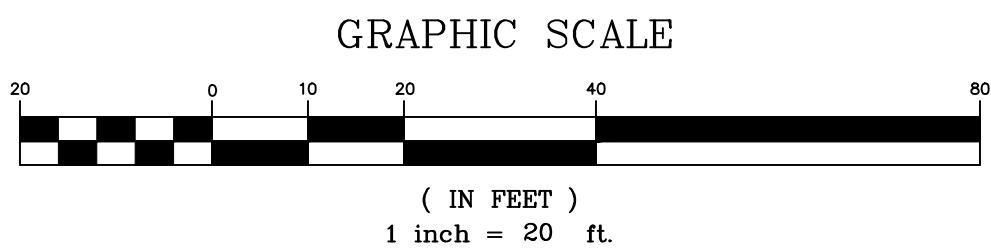
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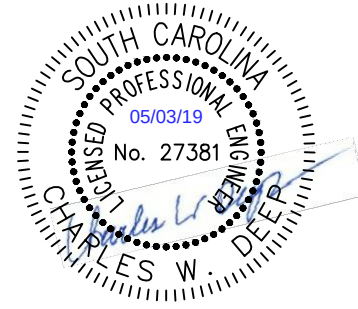
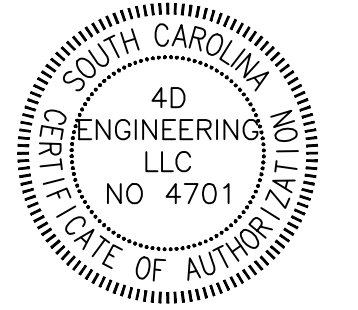


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SHEET

BIORETENTION GRADING &
SITE LAYOUT

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: 1"=20'

PROJ NO: 17019

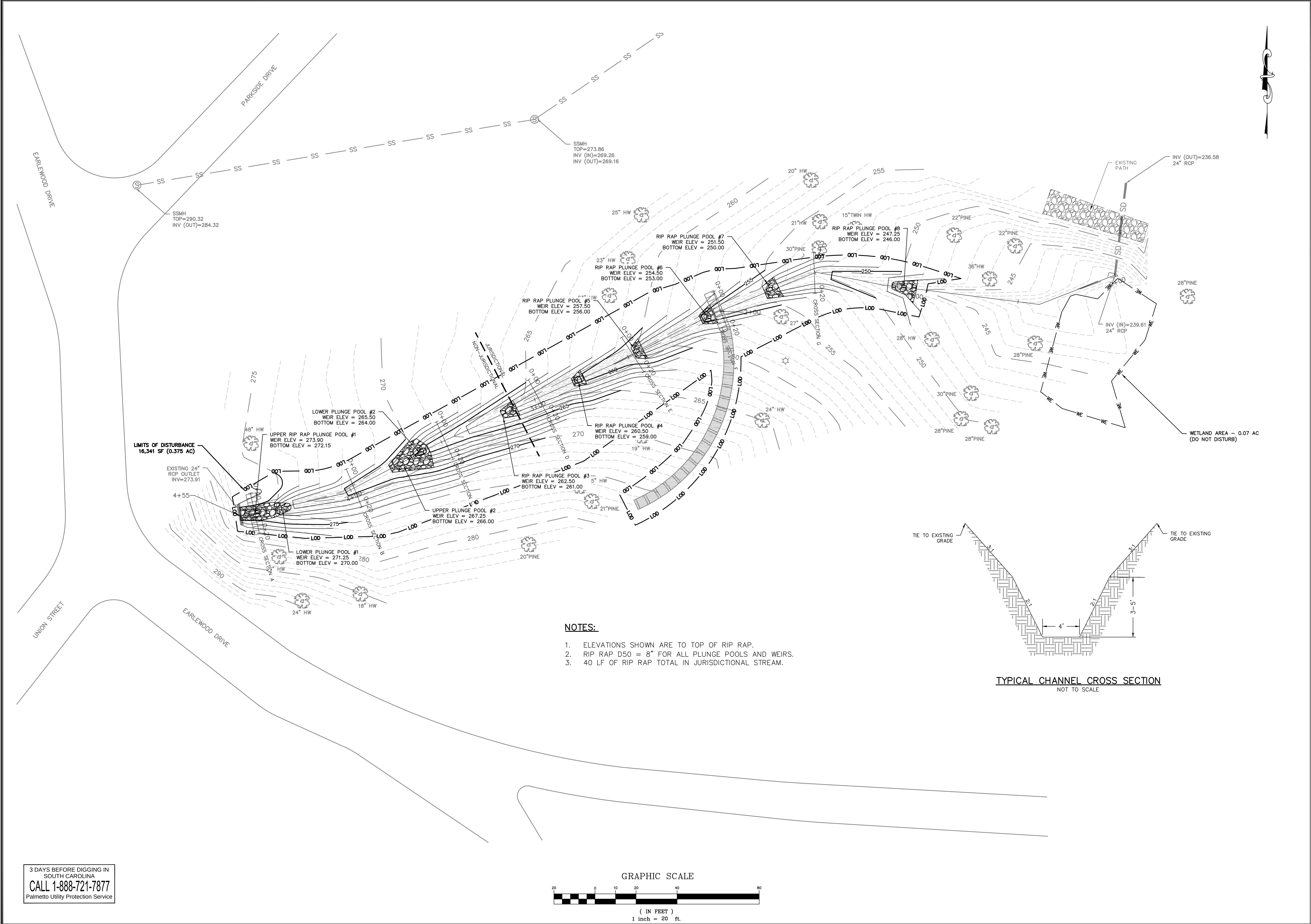
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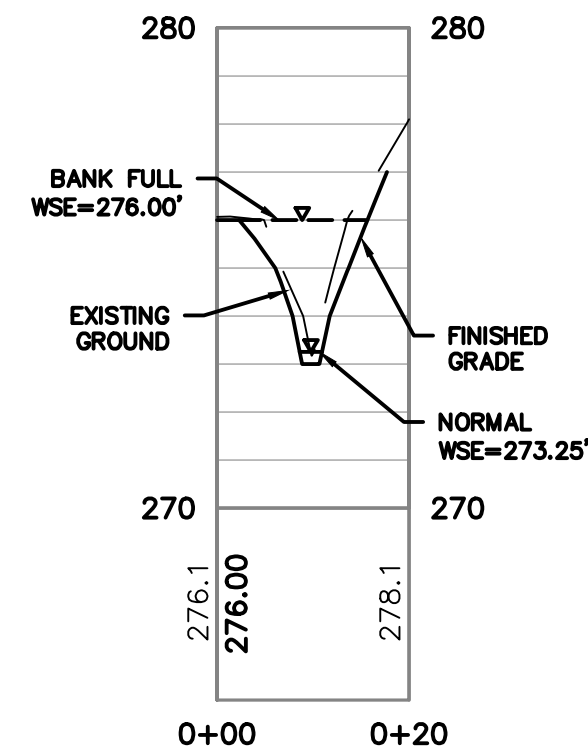
SOUTH CAROLINA
REGISTERED PROFESSIONAL
ENGINEER
No. 27381
CHARLES W. DICKERSON

SHEET

CHANNEL GRADING PLAN

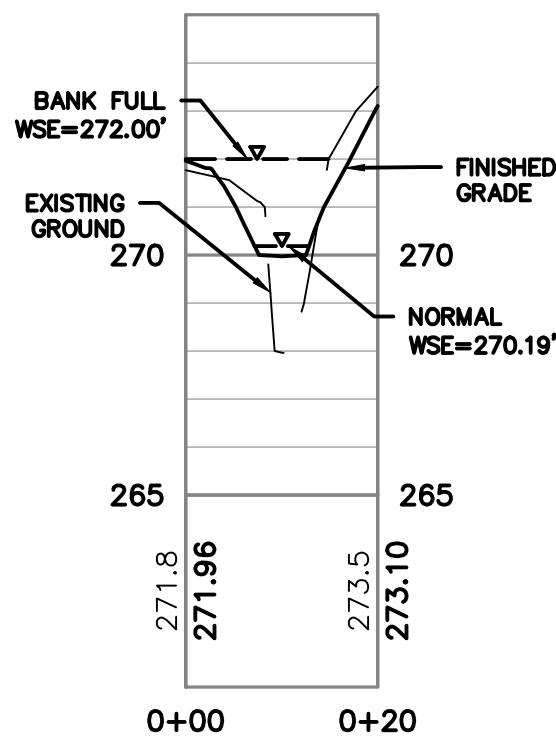
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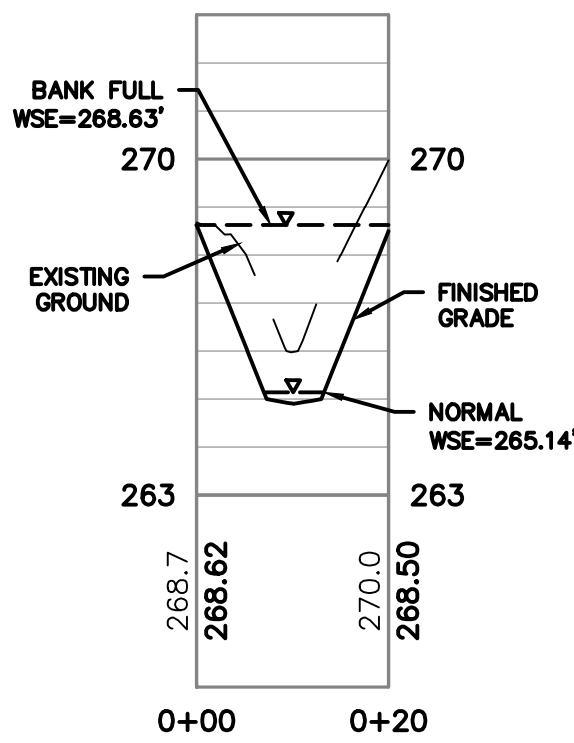
CROSS SECTION A PROFILE

SCALE: HORIZONTAL 1"=20'
VERTICAL: 1"=4'



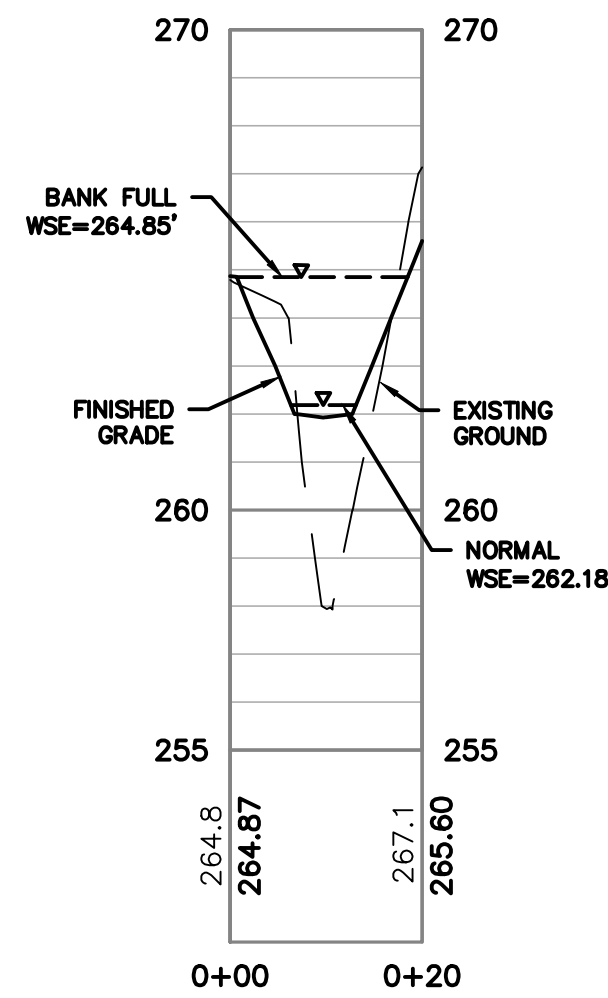
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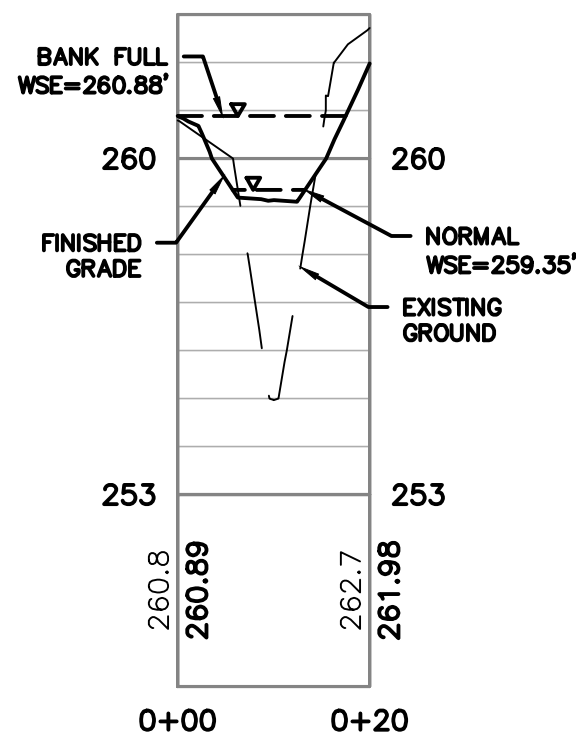
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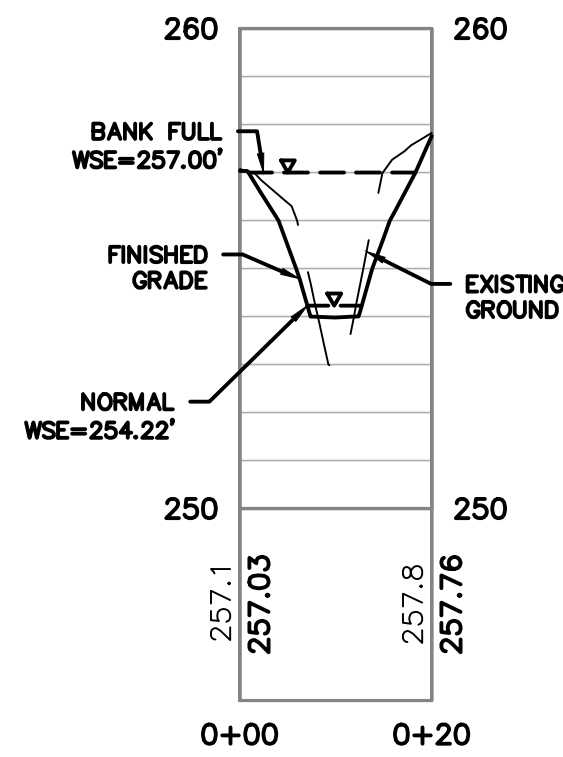
CROSS SECTION D PROFILE

SCALE: HORIZONTAL 1"=20'
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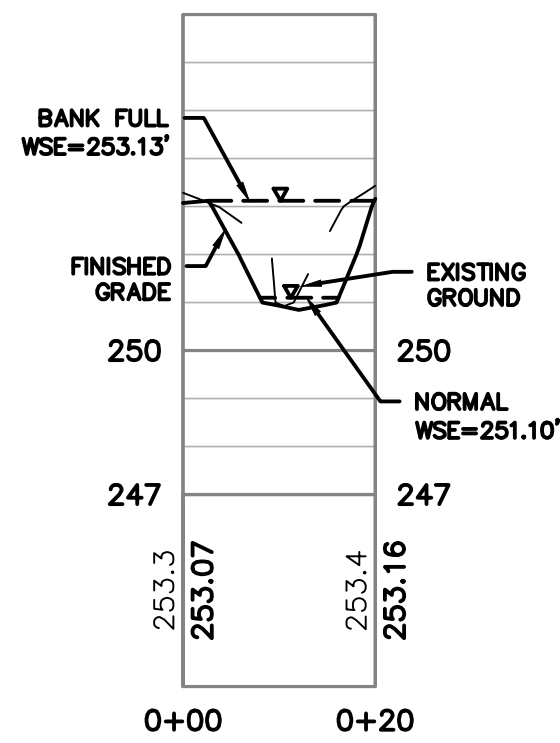
CROSS SECTION E PROFILE

SCALE: HORIZONTAL 1"=20'
VERTICAL: 1"=4'



CROSS SECTION F PROFILE

SCALE: HORIZONTAL 1"=20'
VERTICAL: 1"=4'



CROSS SECTION G PROFILE

SCALE: HORIZONTAL 1"=20'
VERTICAL: 1"=4'

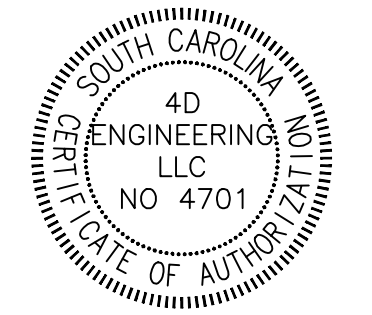
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SHEET

CHANNEL CROSS SECTIONS

PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: AS SHOWN

PROJ NO: 17019

C9A

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STATE OF SOUTH CAROLINA
OFFICE OF AUTOMATIC
CERTIFICATION

SOUTH CAROLINA
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ENGINEER
No. 27381
CHARLES W. DEAN

08/03/19

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SHEET

CHANNEL CENTERLINE
PROFILE

PROJECT

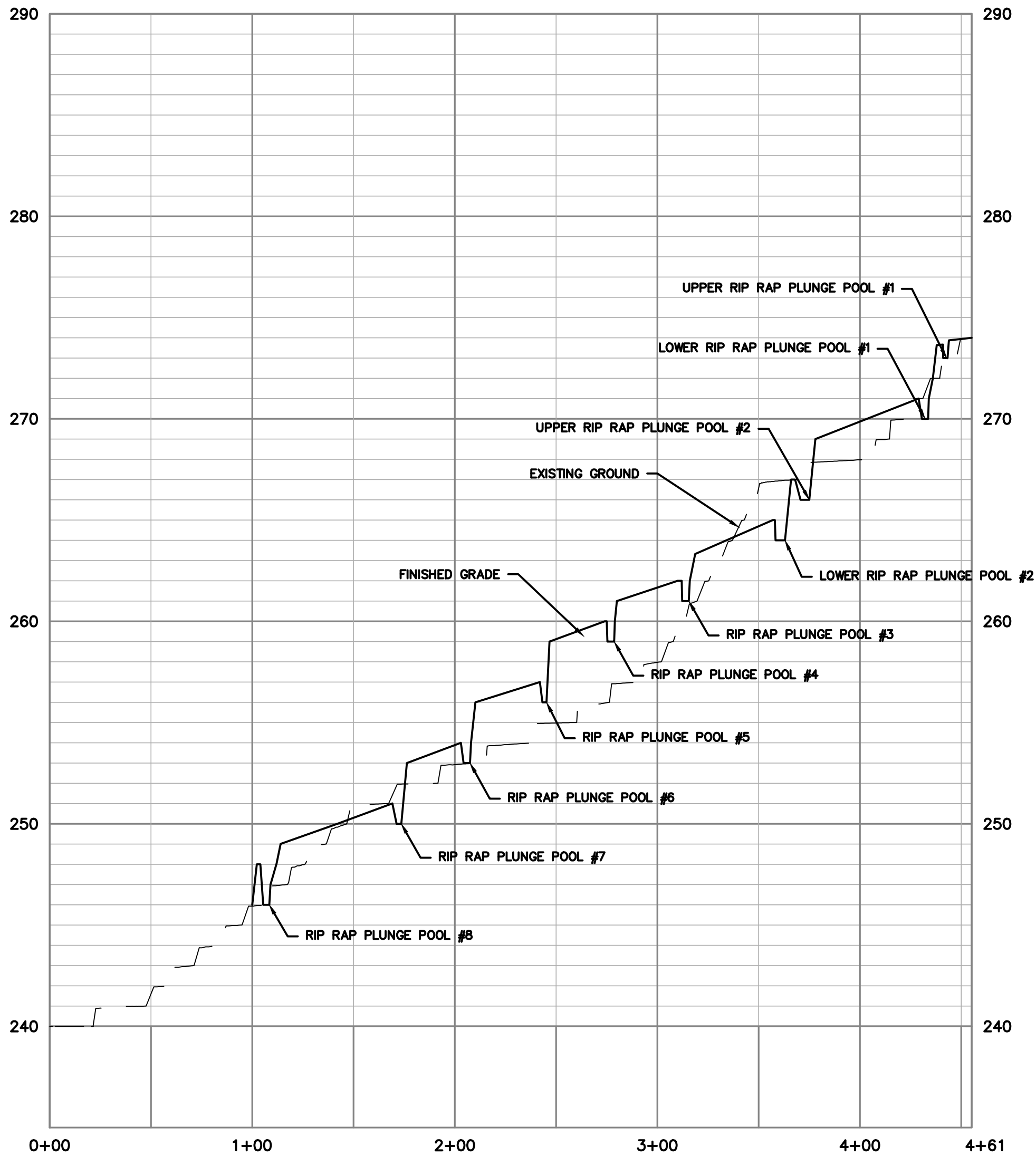
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: AS SHOWN

PROJ NO: 17019

C10

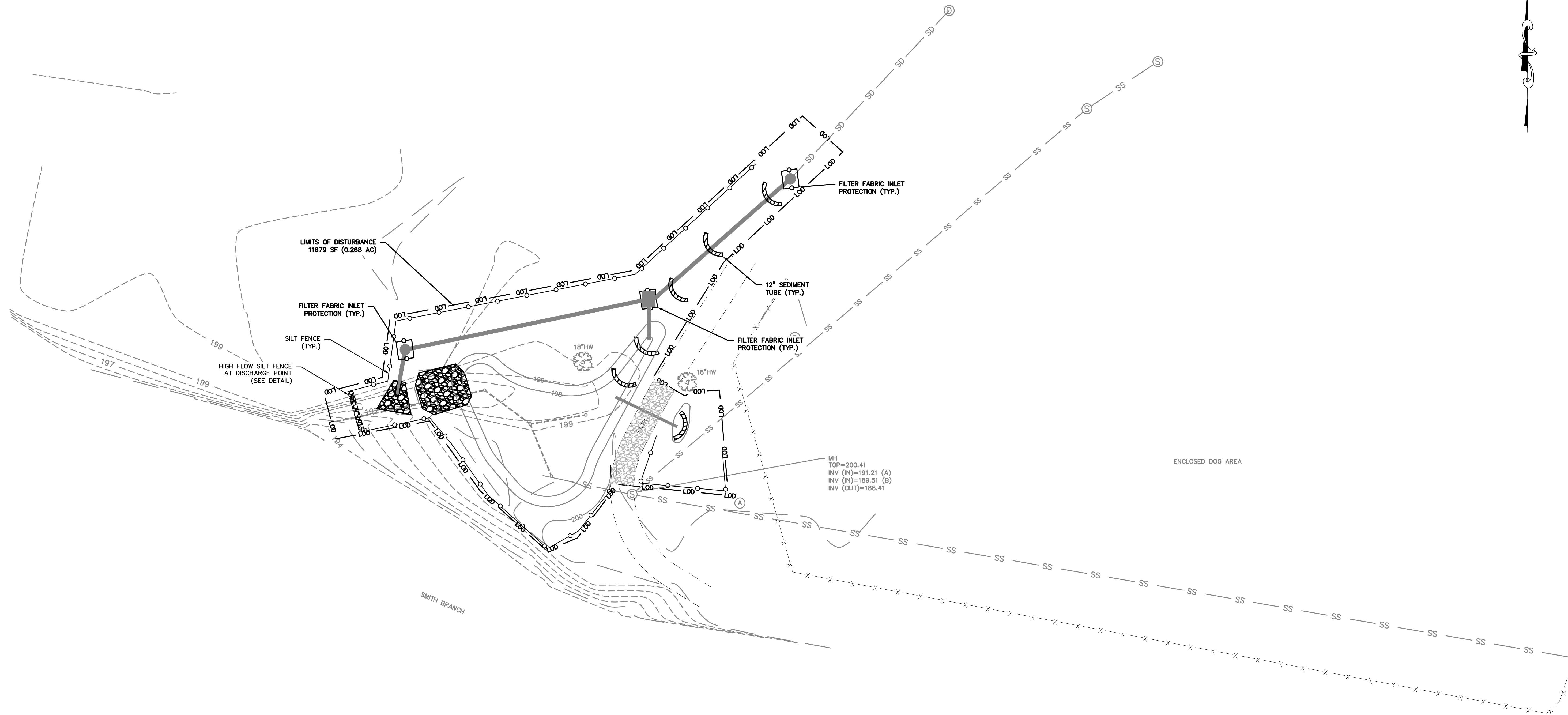
OCTOBER 2, 2017



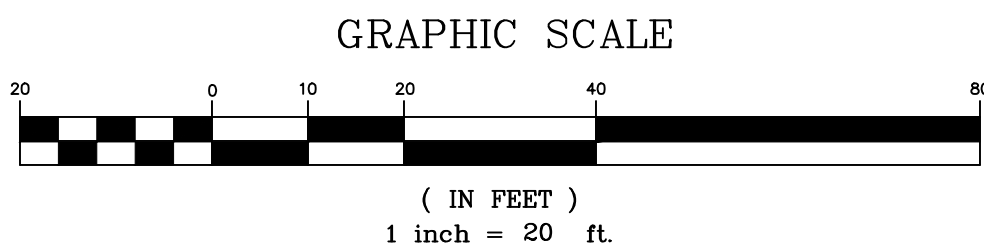
CHANNEL CENTERLINE PROFILE
SCALE: HORIZONTAL 1"=50'
VERTICAL: 1"=5'

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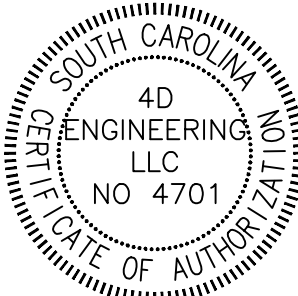


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SHEET
**INTERMEDIATE SEDIMENT &
EROSION CONTROL PLAN**
(SHEET 1 OF 2)

PROJECT
**EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS**
IN
COLUMBIA, SC

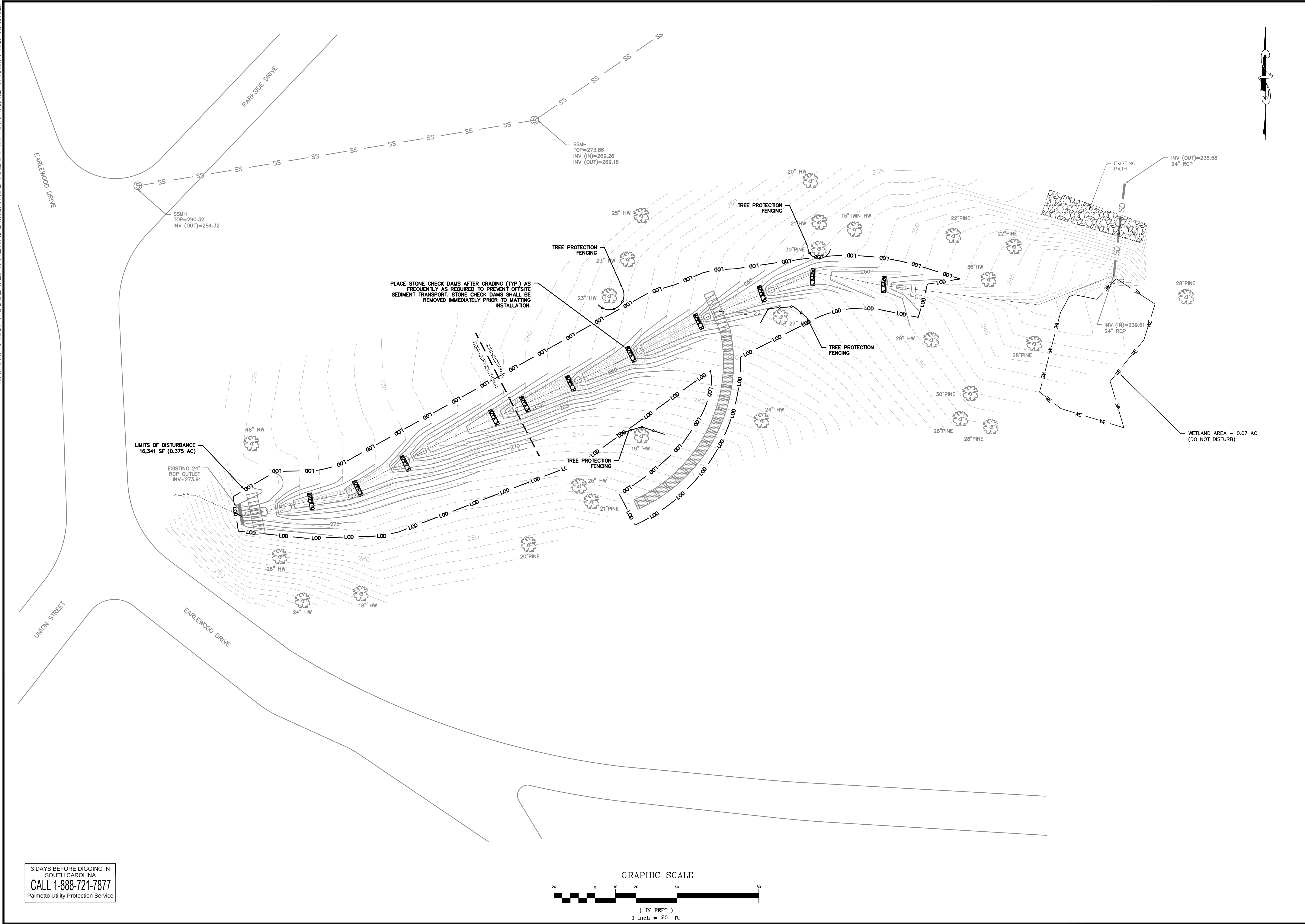
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PROJ NO: 17019

C11

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PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SHEET

INTERMEDIATE SEDIMENT &
EROSION CONTROL PLAN
(SHEET 2 OF 2)

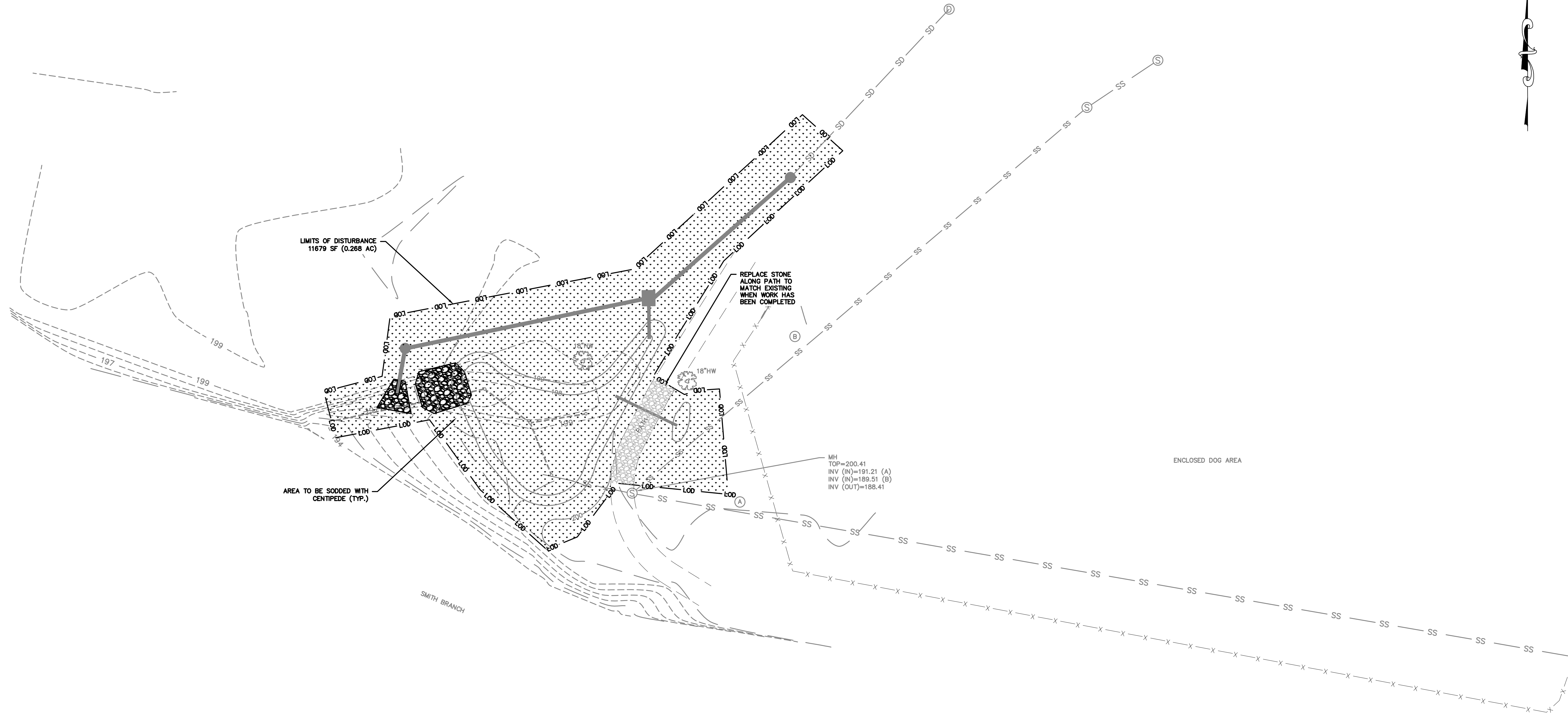
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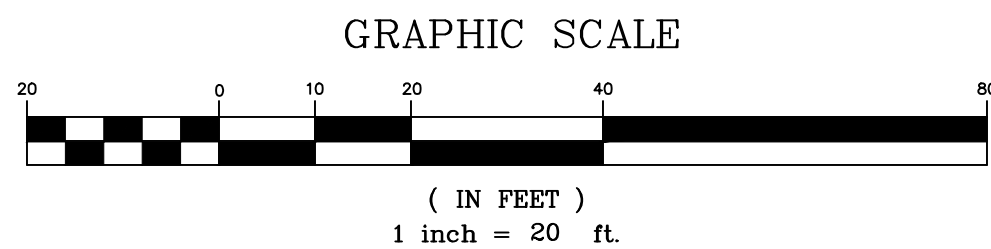
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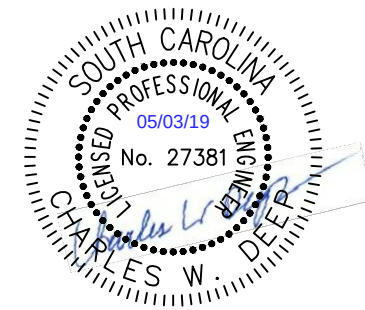
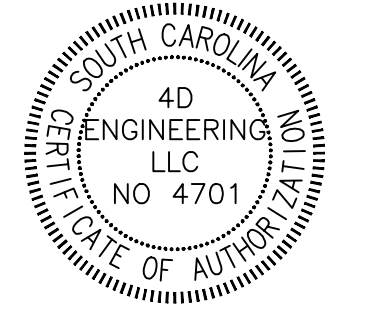


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SHEET

FINAL STABILIZATION
(SHEET 1 OF 2)

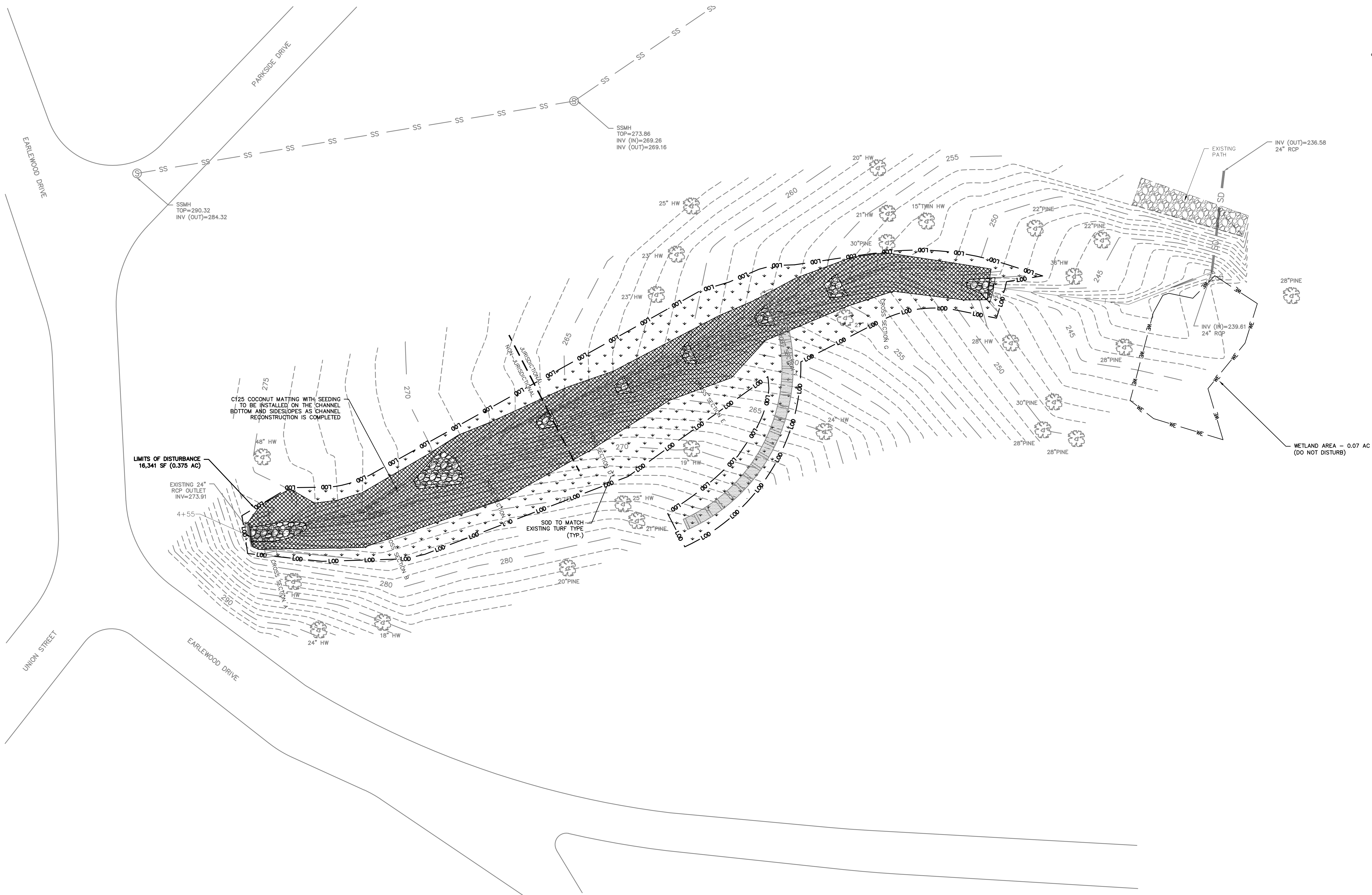
PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

SCALE: 1"=10'

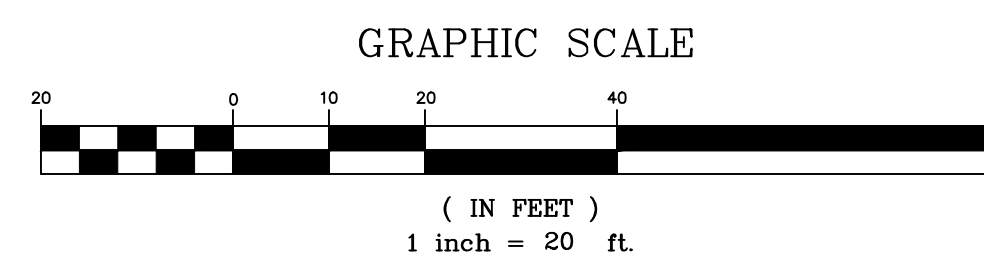
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C13

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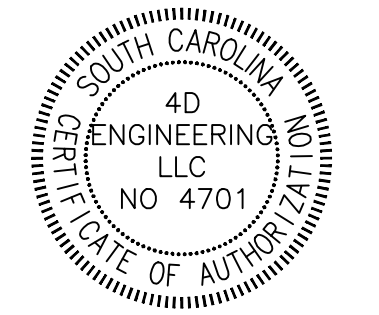
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SHEET

CHANNEL STABILIZATION
PLAN SHEET (2 OF 2)

PROJECT

PROJECT
EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

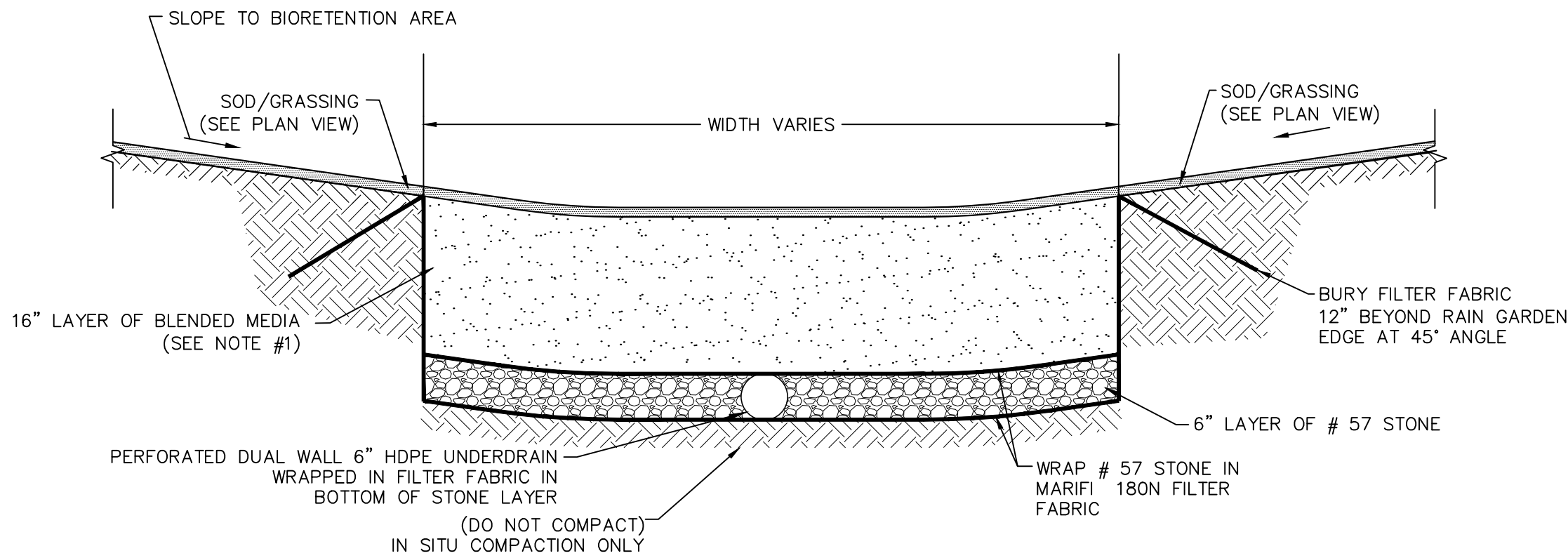
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PROJ NO: 17019

C14

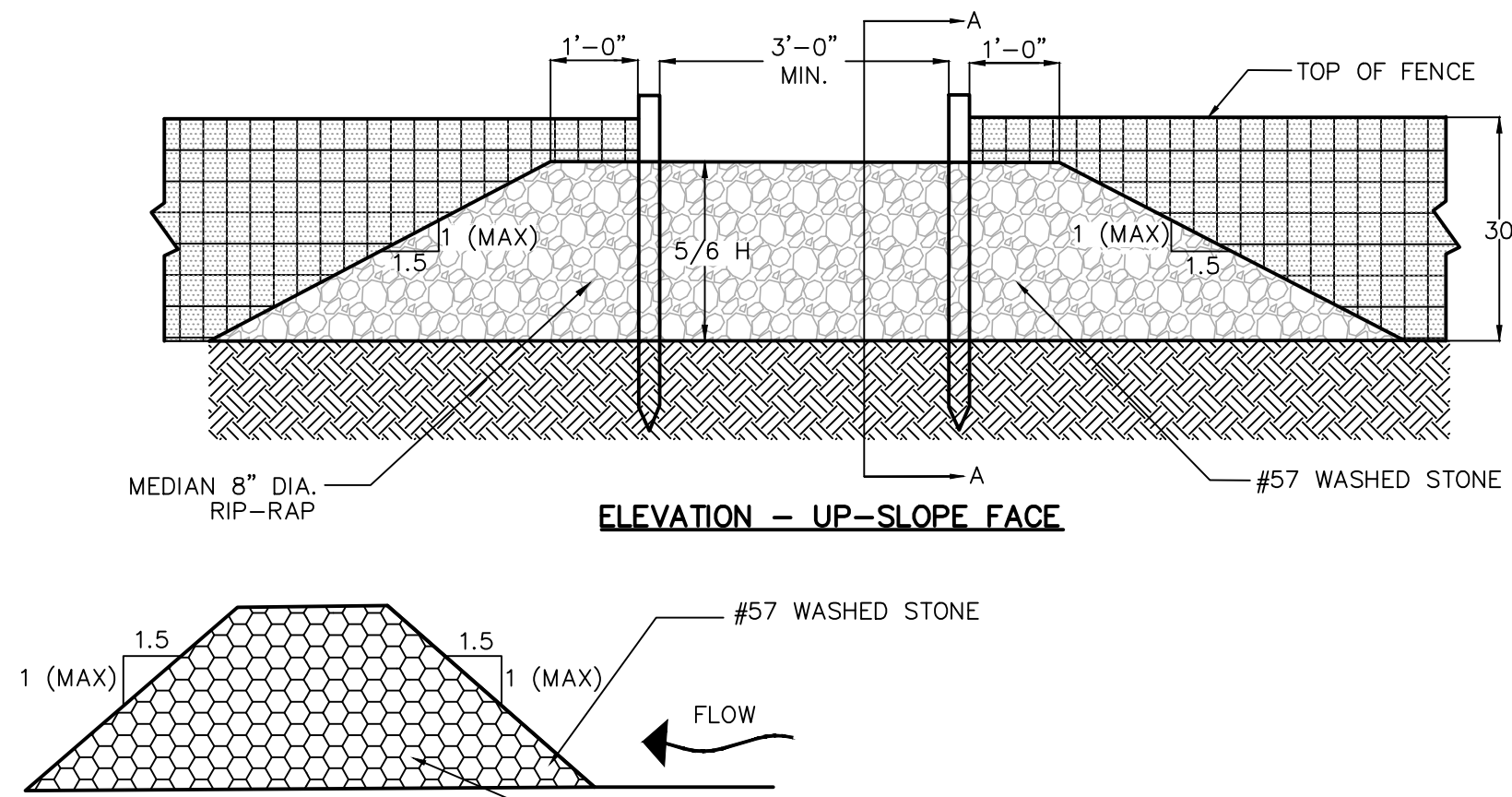
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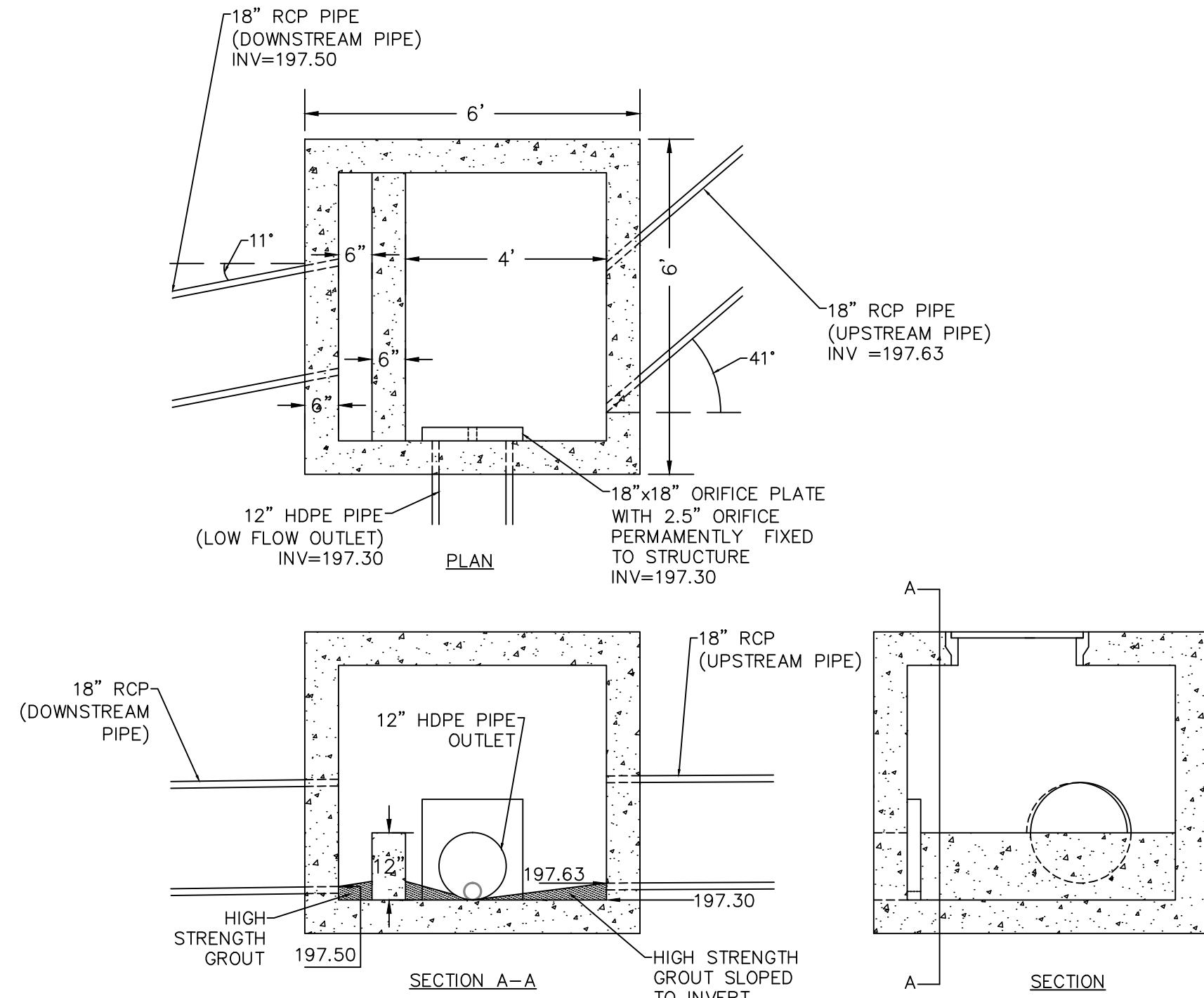
- NOTES:
1. BLENDED MEDIA SHALL BE 20% SCREENED TOPSOIL, 75% CLEAN MASONRY SAND & 5% FINE GROUND UNDYED HARDWOOD MULCH. BLENDED MEDIA SHALL BE WELL MIXED & APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. BLENDED MEDIA SHALL HAVE LESS THAN 5% CLAY CONTENT TOTAL.
 2. WRAP EACH LAYER OF MATERIAL WITH MIRAFI 180N FILTER FABRIC ON ALL SIDES EXCEPT FOR THE TOP OF THE BLENDED MEDIA.
 3. UNDERDRAIN SHALL HAVE BE SLOPED ACCORDING TO PLAN.

BIORETENTION AREA
NOT TO SCALE

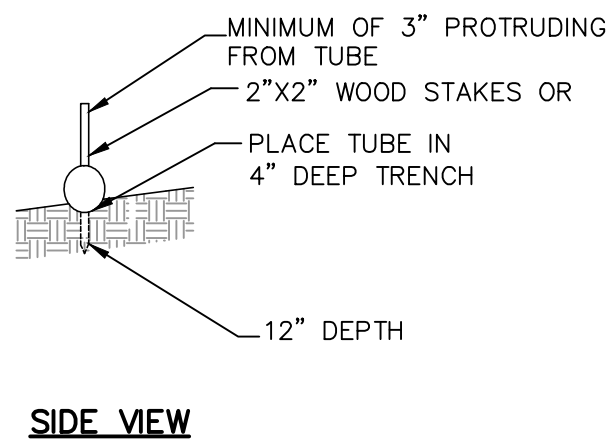
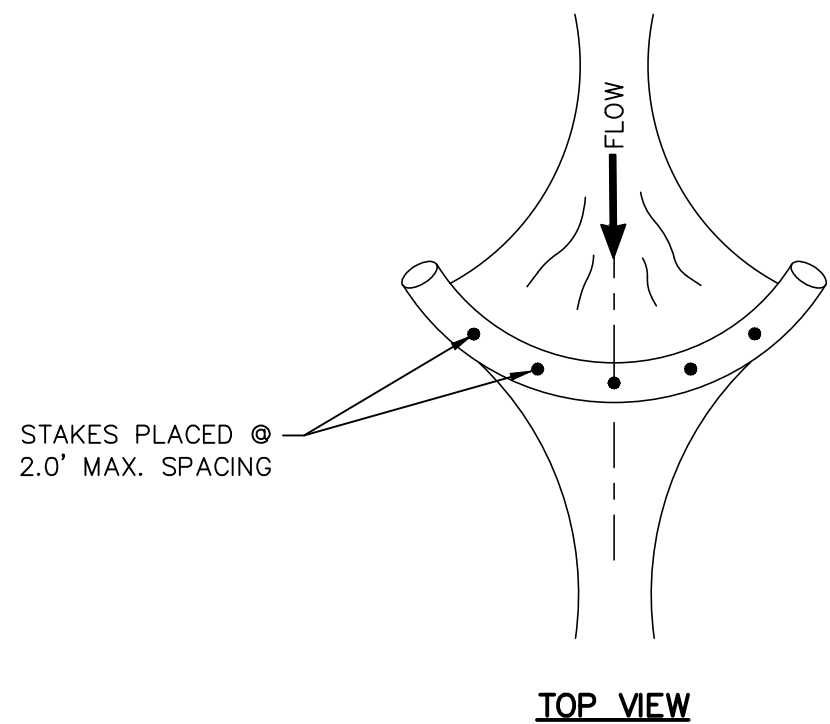
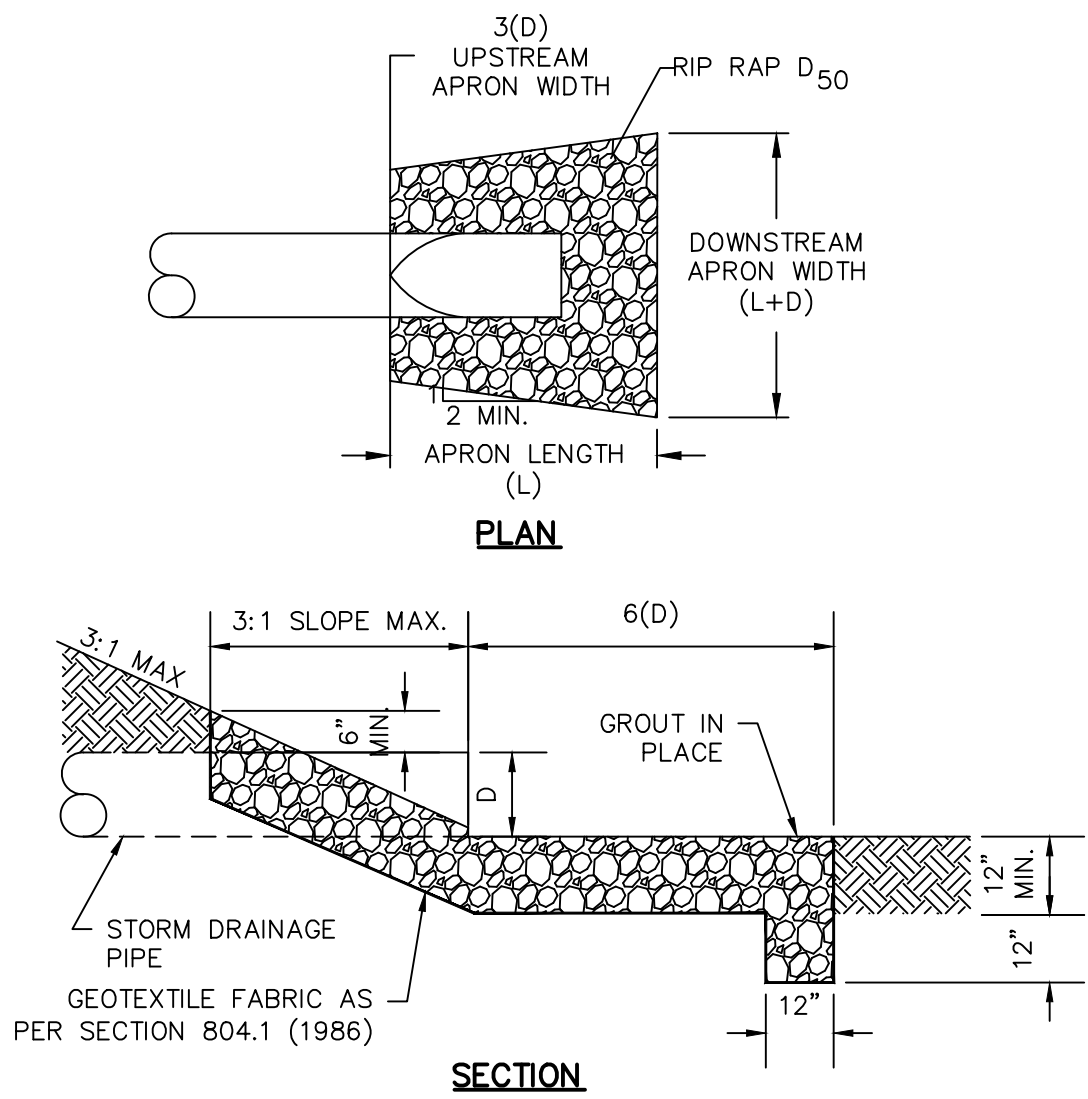


- NOTES:
1. WASHED STONE (#57) TO BE REMOVED AND REPLACED ONCE IT BECOMES CLOGGED WITH SEDIMENT.
 2. SEDIMENT TO BE REMOVED WHEN ACCUMULATIONS REACH 1/3 HEIGHT OF SILT FENCE.
 3. THE KEY TO FUNCTIONAL ROCK OUTLETS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

HIGH FLOW SILT FENCE DETAIL
NOT TO SCALE

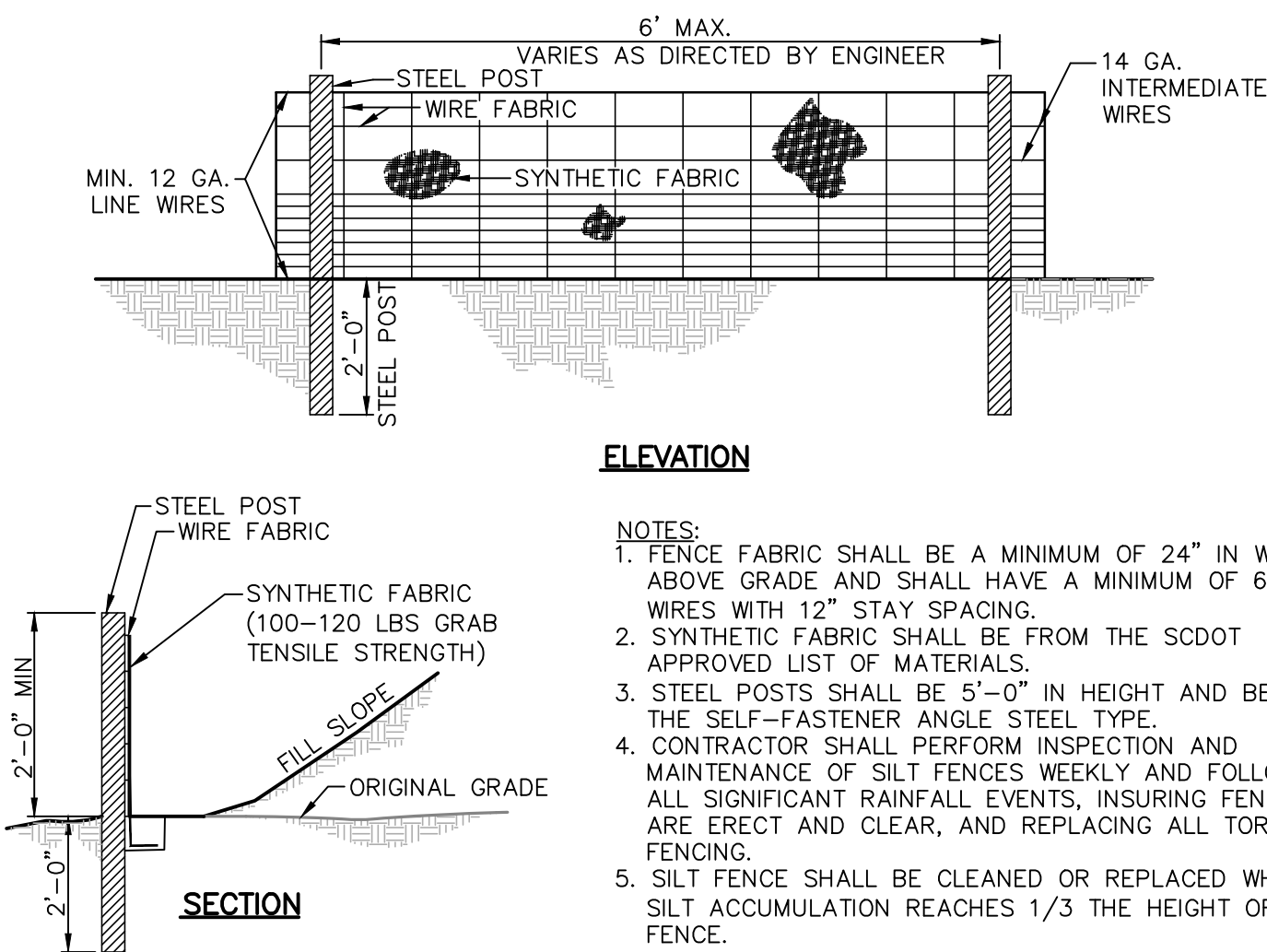


CONTROL STRUCTURE #2
NOT TO SCALE



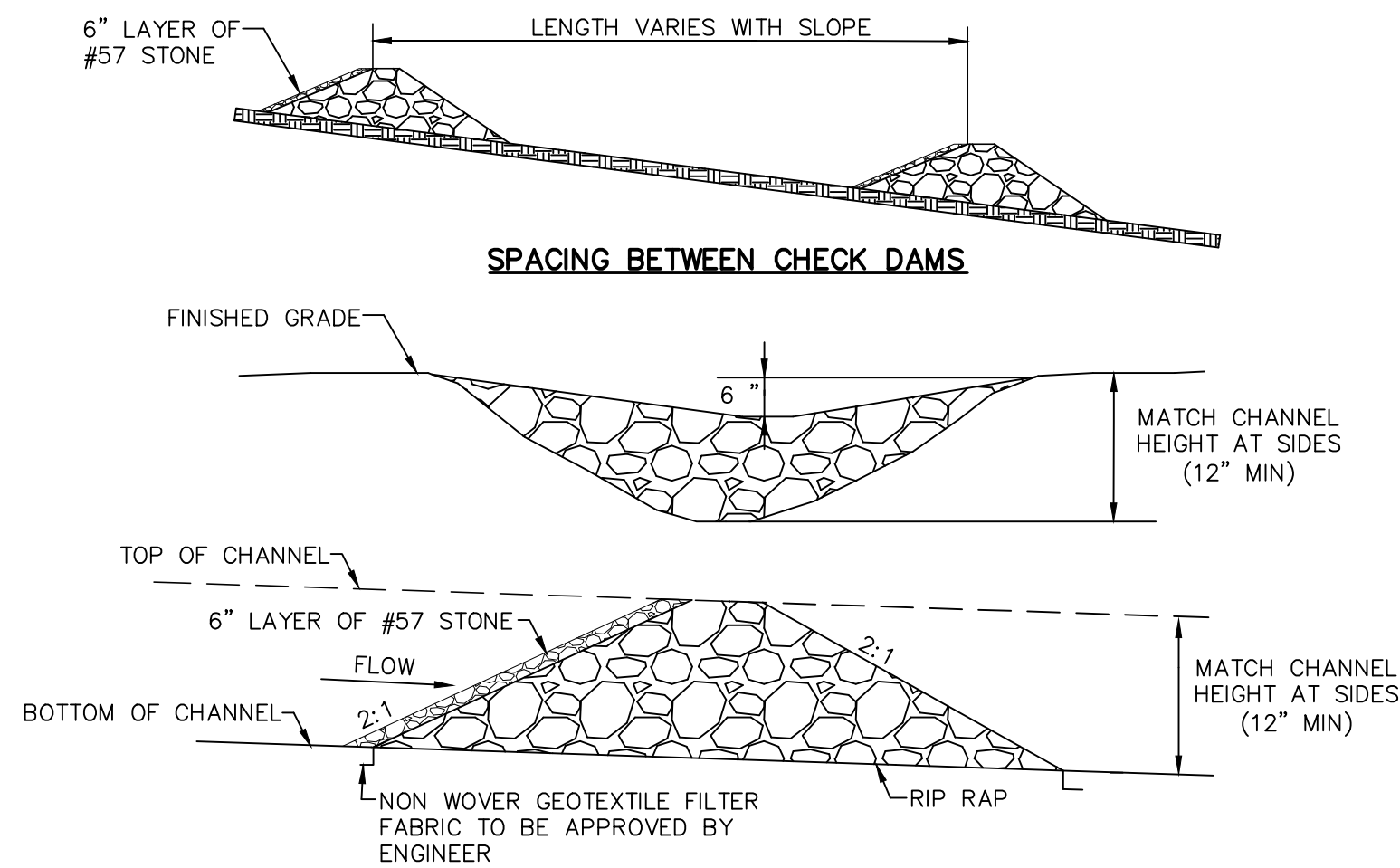
- NOTES:
1. PROVIDE SEDIMENT TUBE CHECK DAMS ALONG ALL SWALES AND TEMPORARY DIVERSIONS EVERY 2' OF VERTICAL GRADE DROP OR EVERY 80 LINEAR FEET, WHICHEVER IS MORE FREQUENT.
 2. ADDITIONAL SEDIMENT TUBE CHECK DAMS MAY BE REQUIRED BY THE ENGINEER AS NEEDED TO PROPERLY CONTROL SEDIMENTATION ON ALL AREAS OF THE PROJECT SITE.

SEDIMENT TUBE CHECK DAM DETAIL
NOT TO SCALE



- NOTES:
1. FENCE FABRIC SHALL BE A MINIMUM OF 24" IN WIDTH ABOVE GRADE AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 2. SYNTHETIC FABRIC SHALL BE FROM THE SCDOT APPROVED LIST OF MATERIALS.
 3. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
 4. CONTRACTOR SHALL PERFORM INSPECTION AND MAINTENANCE OF SILT FENCES WEEKLY AND FOLLOWING ALL SIGNIFICANT RAINFALL EVENTS, INSURING FENCES ARE ERECT AND CLEAR, AND REPLACING ALL TORN FENCING.
 5. SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT ACCUMULATION REACHES 1/3 THE HEIGHT OF THE FENCE.

SILT FENCE WITH WIRE FABRIC DETAIL
NOT TO SCALE



- NOTES:
1. CONSTRUCT STONE CHECK DAMS OF RIP RAP VARYING IN SIZE WITH NO SINGLE STONE WEIGHING MORE THAN 100 LBS AND AT LEAST 25 PERCENT OF THE STONES WEIGHING MORE THAN 50 LBS AND NO MORE THAN 25 PERCENT OF STONES WEIGHING LESS THAN 25 LBS.
 2. HAND PLACEMENT OR ADJUSTMENT OF STONES WILL LIKELY BE NECESSARY TO ENSURE THAT THE CENTER OF EACH CHECK DAM IS LOWER THAN THE SIDES TO ALLOW CONTROLLED FLOW THROUGH THE CENTER OF EACH CHECK DAM.
 3. REGULAR INSPECTIONS SHALL BE MADE TO INSPECT THE CONDITION AND PROPER FUNCTION OF EACH CHECK DAM THROUGHOUT THE CONSTRUCTION PROCESS. ANY DAMAGE OR EROSION SHALL BE REPAIRED IMMEDIATELY AS OFTEN AS NECESSARY TO ALLOW PROPER FUNCTION.
 4. REMOVE SEDIMENT DEPOSITION FROM EACH CHECK DAM WHEN THE HEIGHT OF SEDIMENT REACHES 1/3 THE HEIGHT OF THE CHANNEL OR WHENEVER NECESSARY TO ALLOW CONTINUED SEDIMENT TRAPPING AND ADEQUATE FLOW OF RUNOFF.

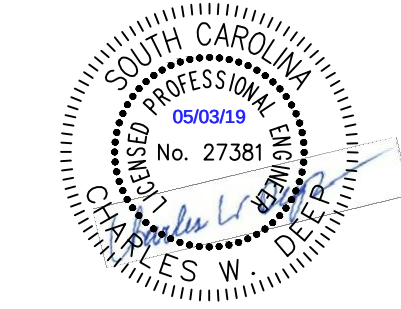
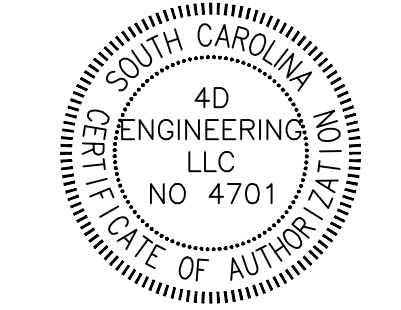
TEMPORARY STONE CHECK DAM DETAIL
NOT TO SCALE

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SHEET

CONSTRUCTION DETAILS
(SHEET 1 OF 2)

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

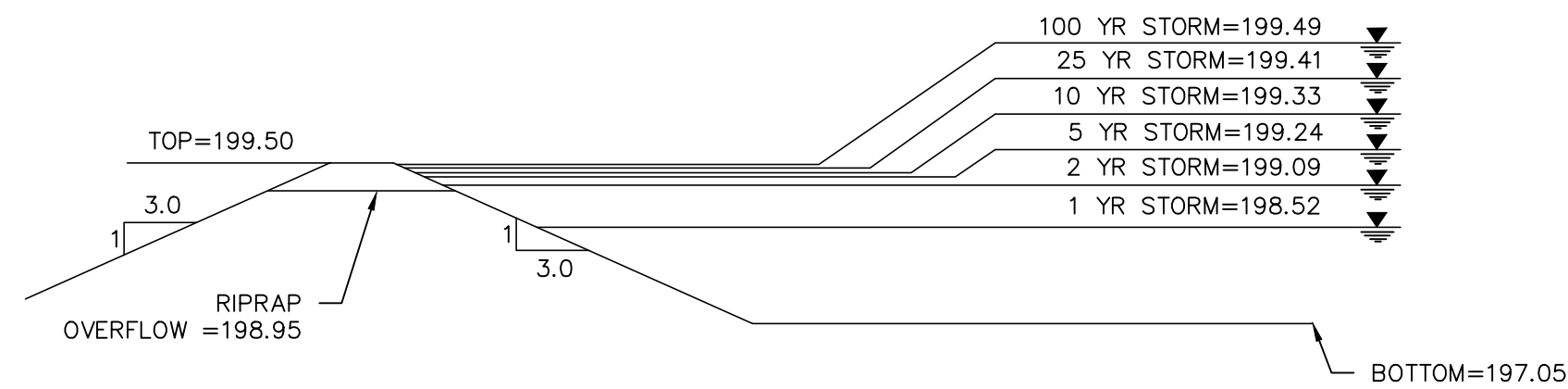
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PROJ NO: 17019

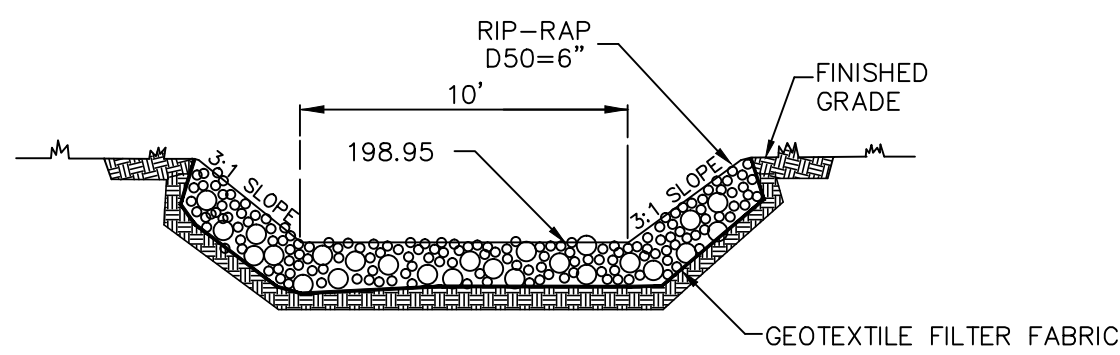
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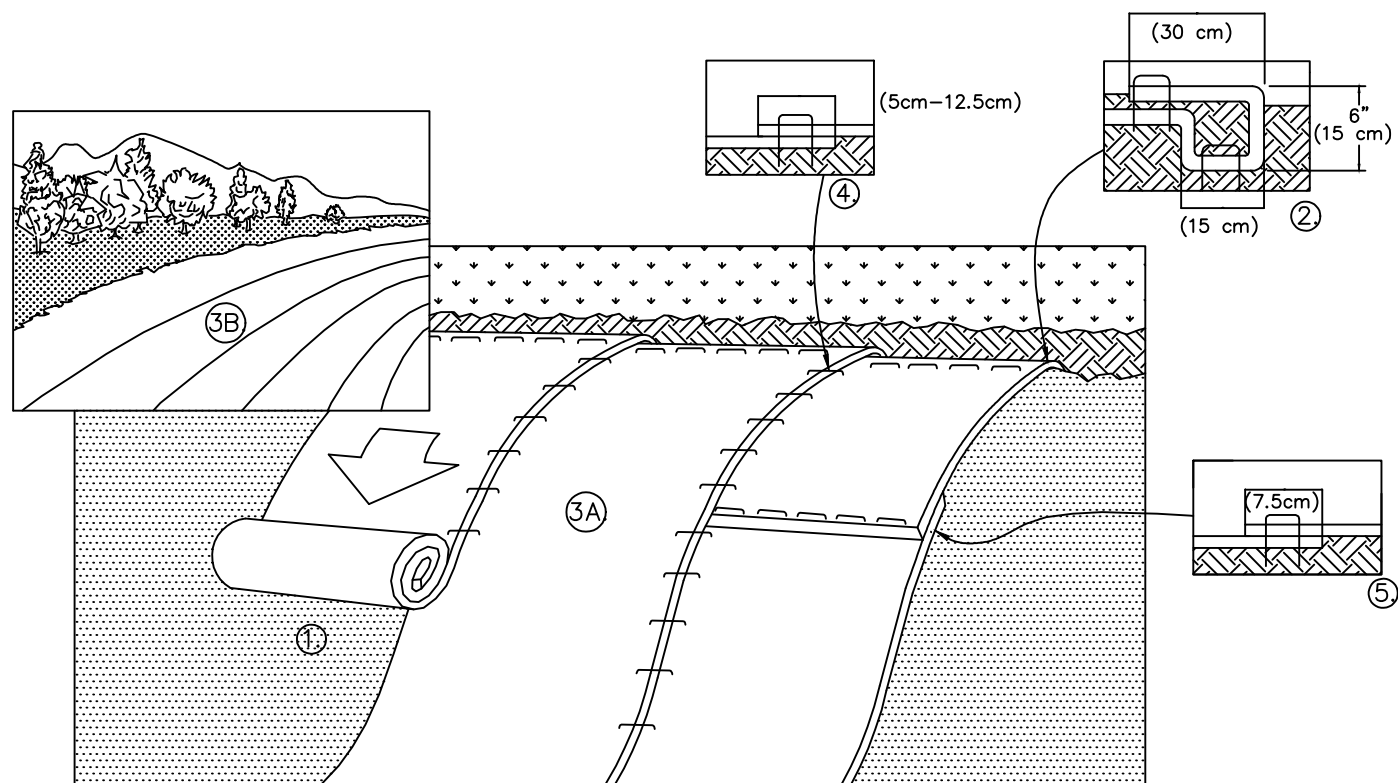


BIORERTENTION AREA CROSS SECTION
NOT TO SCALE



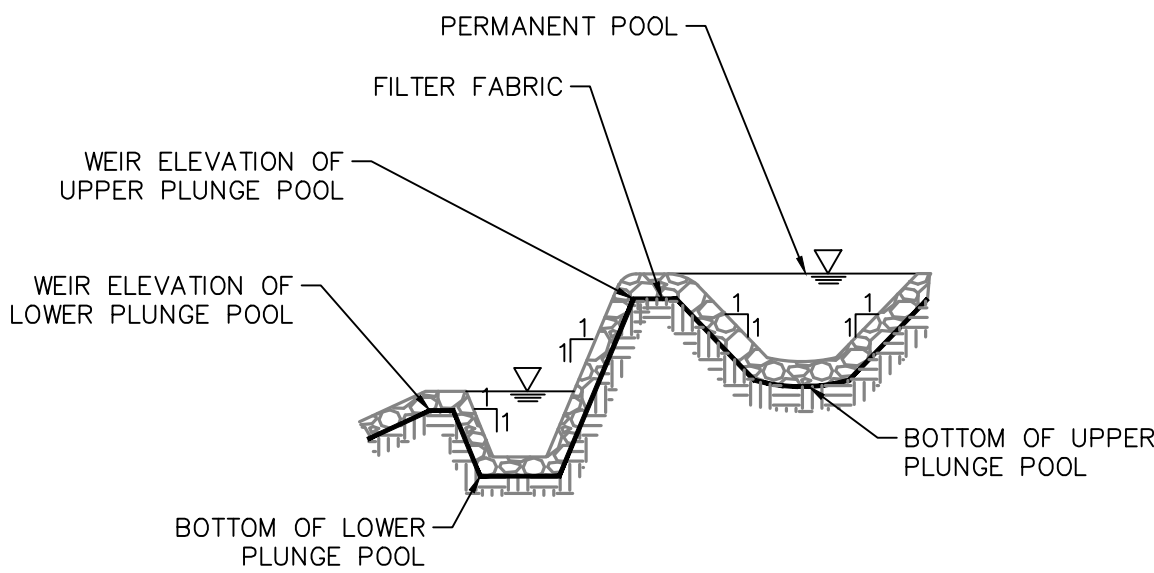
RIP RAP SPILLWAY DETAIL
NOT TO SCALE

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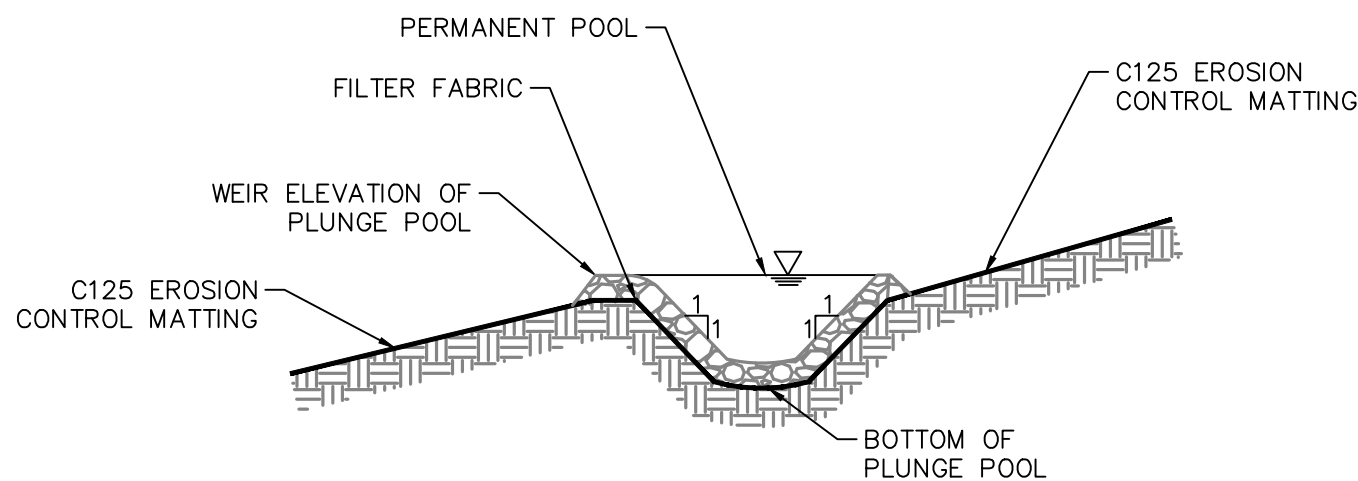
1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH. NOTE: *IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

EROSION CONTROL MATTING INSTALLATION DETAIL
NOT TO SCALE



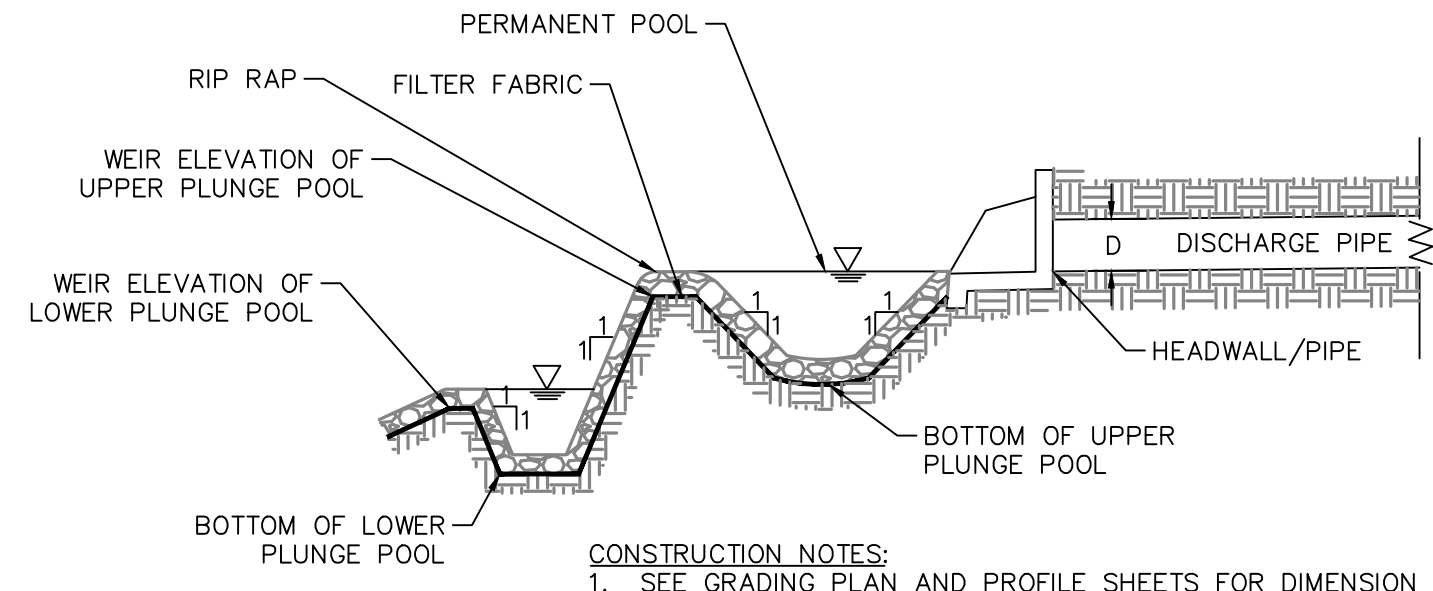
- CONSTRUCTION NOTES:**
1. SEE GRADING PLAN AND PROFILE SHEETS FOR DIMENSION AND DEPTH OF EACH PLUNGE POOL
 2. D50 FOR RIP RAP = 8"

RIP RAP DOUBLE PLUNGE POOL DETAIL
NOT TO SCALE



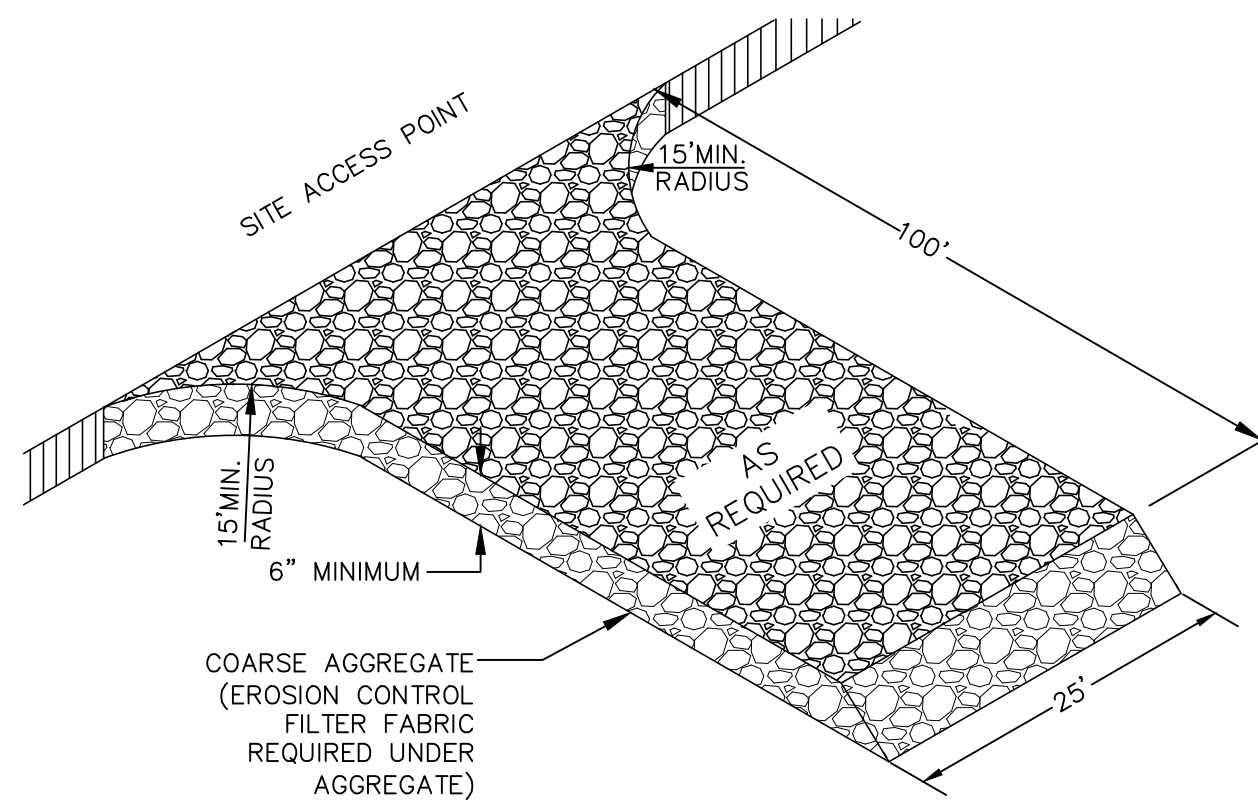
- CONSTRUCTION NOTES:**
1. SEE GRADING PLAN AND PROFILE SHEETS FOR DIMENSION AND DEPTH OF EACH PLUNGE POOL
 2. D50 FOR RIP RAP = 8"

RIP RAP PLUNGE POOL DETAIL
NOT TO SCALE

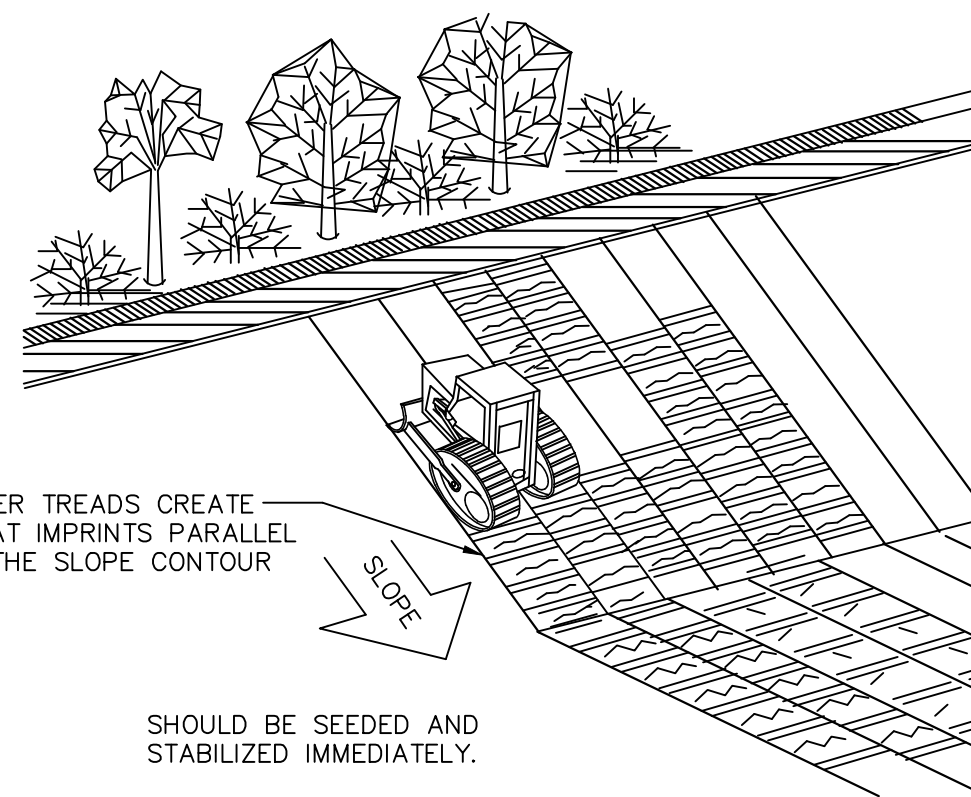


- CONSTRUCTION NOTES:**
1. SEE GRADING PLAN AND PROFILE SHEETS FOR DIMENSION AND DEPTH OF EACH PLUNGE POOL
 2. D50 FOR RIP RAP = 8"

RIP RAP DOUBLE PLUNGE POOL AT HEADWALL DETAIL
NOT TO SCALE



STONE CONSTRUCTION ENTRANCE/EXIT DETAIL
NOT TO SCALE



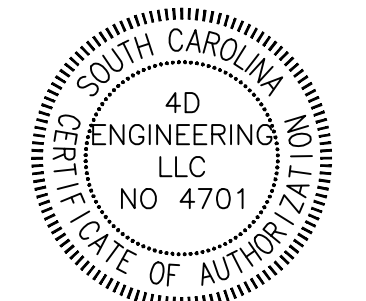
SLOPE TRACKING DETAIL
NOT TO SCALE

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REVISIONS

#	DESCRIPTION	DATE
1	QC REVIEW	10/26/17
2	CHANNEL REDESIGN	12/12/18
3	PER ACOE COMMENTS	01/25/19
4	PER ACOE COMMENTS	02/28/19
5	BRIDGE DETAIL REVISION	05/03/19

SHEET

CONSTRUCTION DETAILS
(SHEET 2 OF 2)

PROJECT

EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC

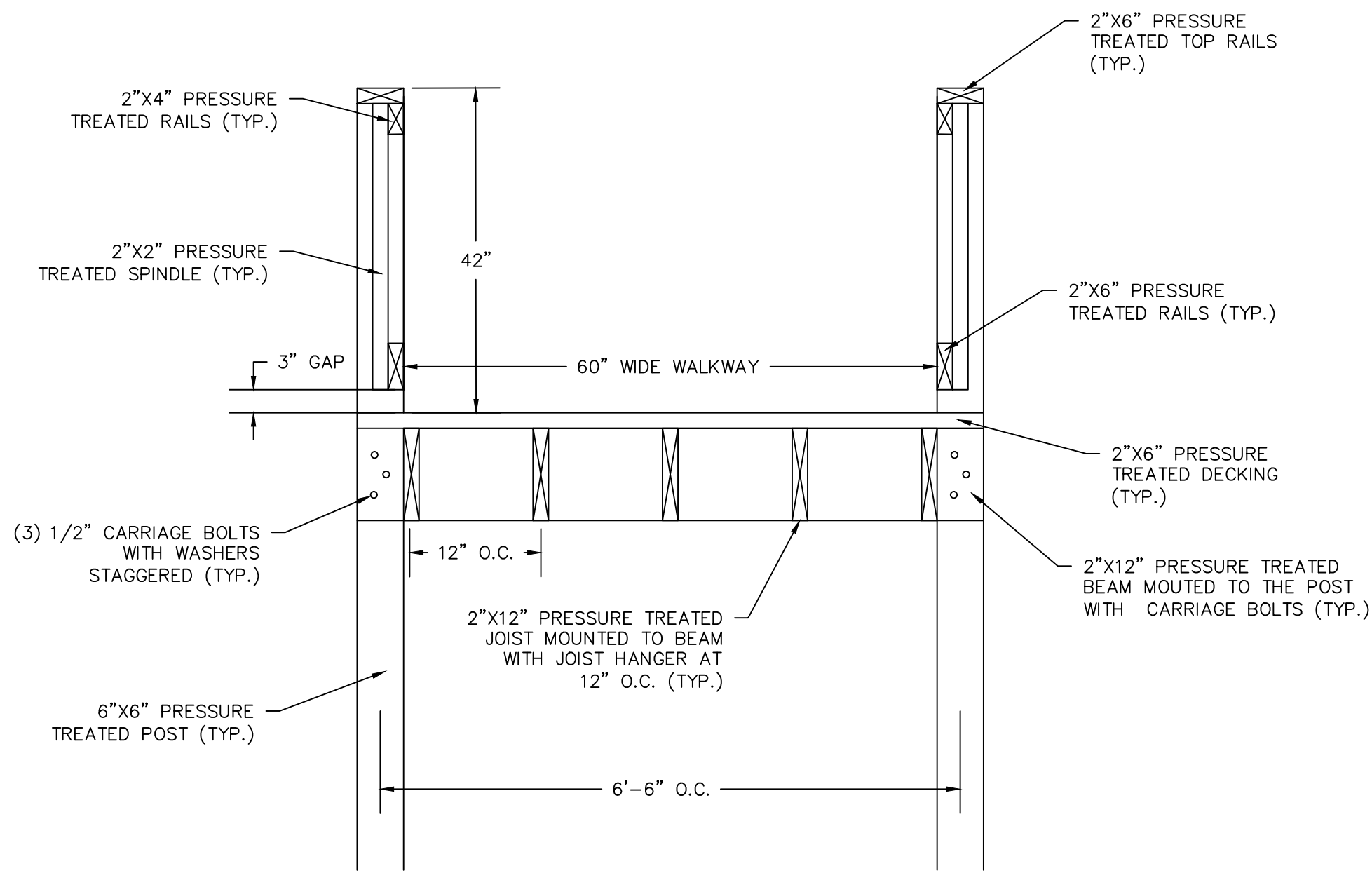
SCALE: 1"=10'

PROJ NO: 17019

C16

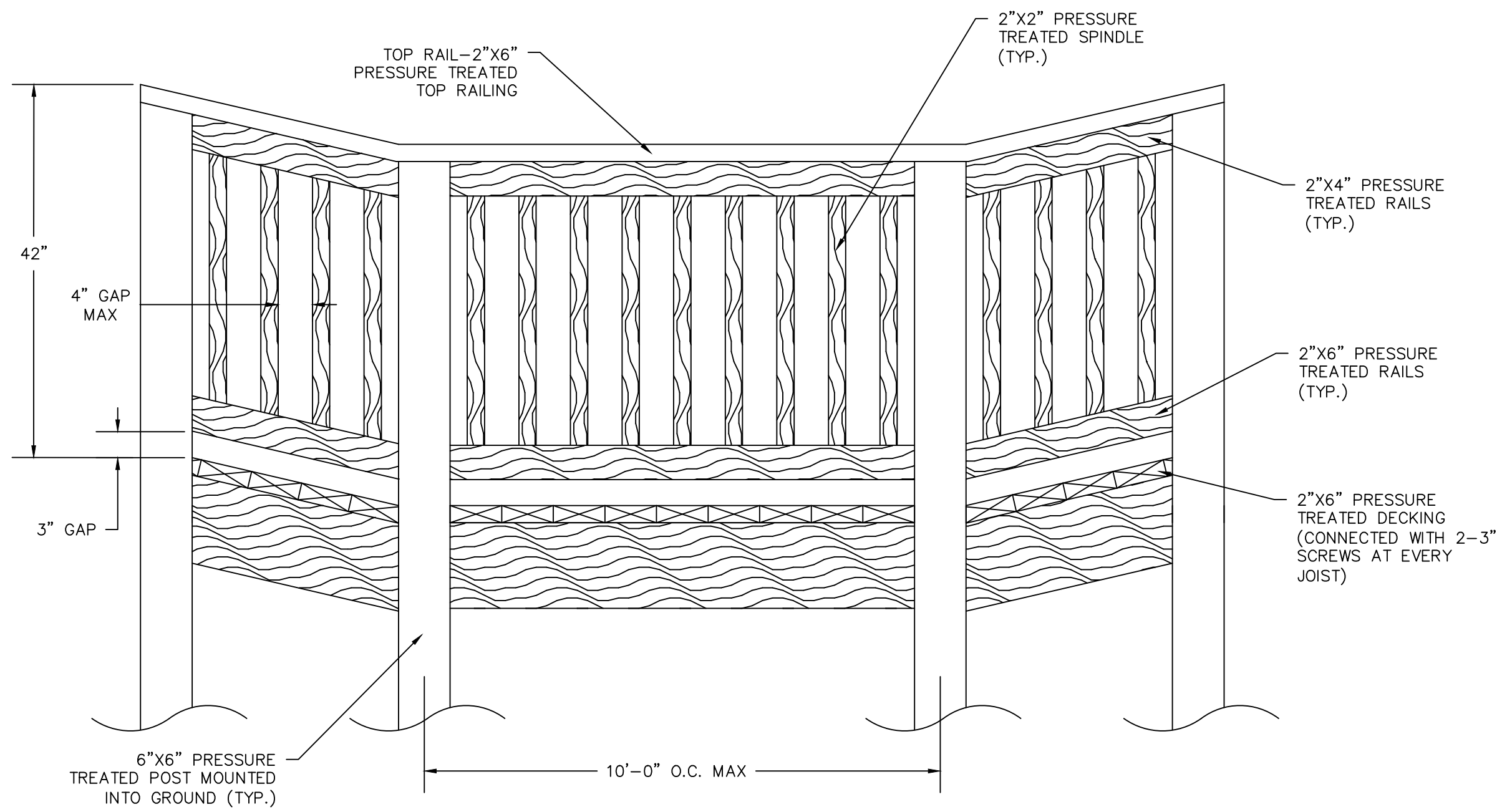
OCTOBER 2, 2017

THIS DRAWING IS THE PROPERTY OF 4D ENGINEERING LLC, AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE ACTUAL PROJECT SITE IDENTIFIED.



TYPICAL BRIDGE CROSS SECTION
NOT TO SCALE

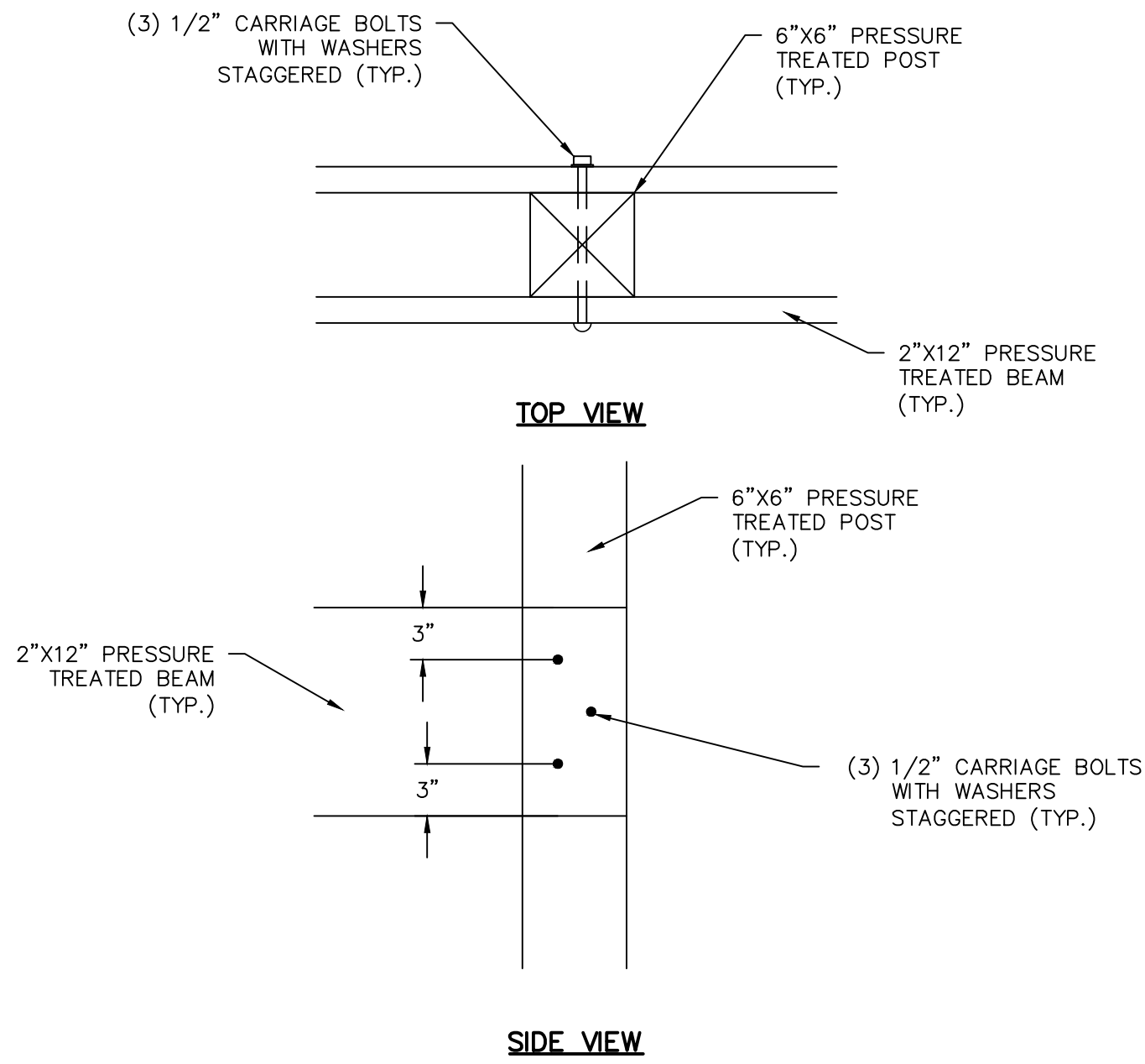
- NOTES:**
1. BLOCKING SHALL BE PLACED BETWEEN THE 2"x12" JOIST EVERY 3'-4" AND SECURED WITH STAINLESS STEAL SCREWS.



TYPICAL BRIDGE SIDE VIEW
NOT TO SCALE

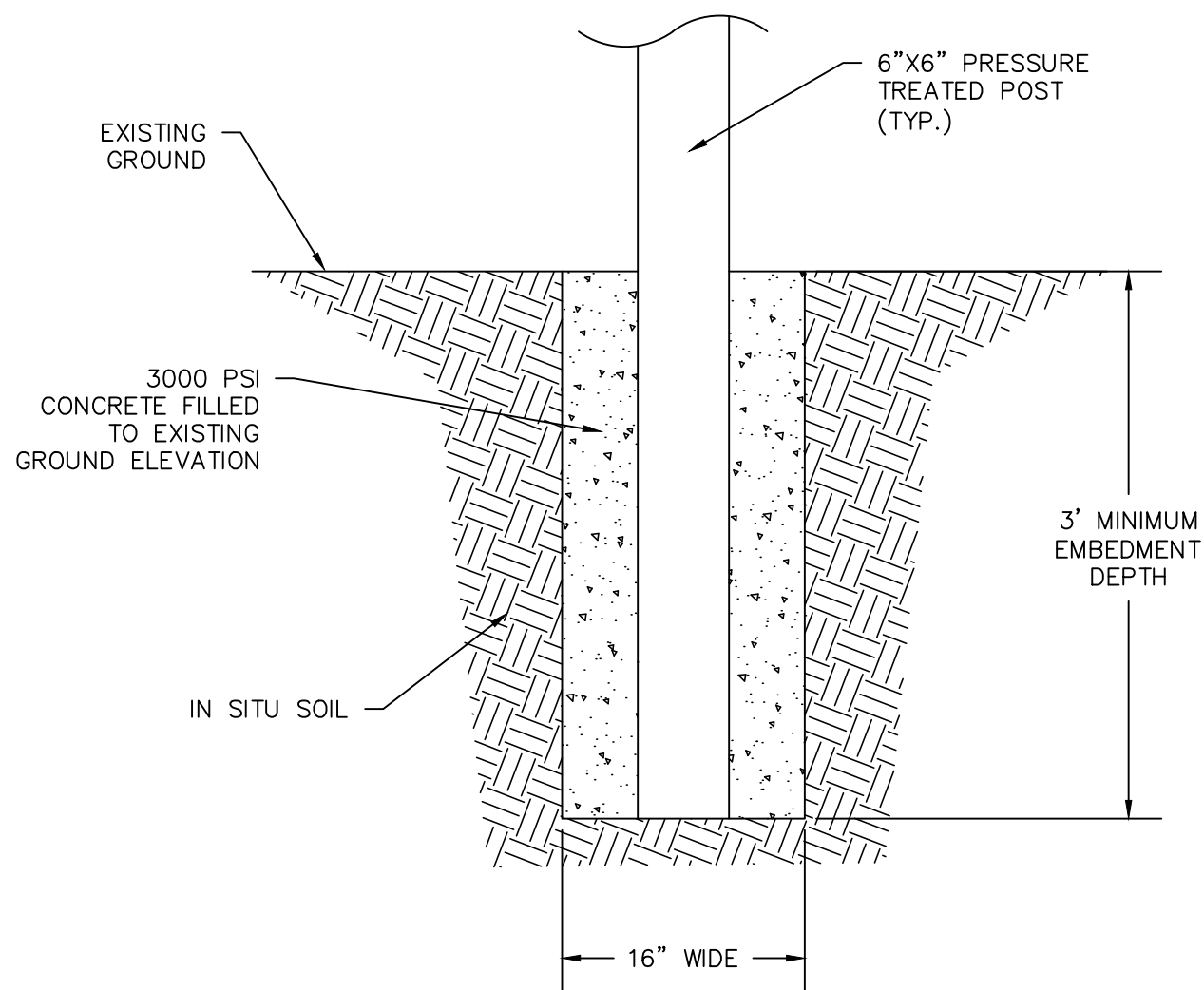
- NOTES:**
1. 2"x6" DECKING SHALL BE PLACED PERPENDICULAR TO TRAVEL DIRECTION.

- GENERAL DETAILS NOTES:**
1. A MATERIALS LIST FOR ALL BRIDGE MATERIALS SHALL BE PROVIDED TO THE ENGINEER FOR APPROVAL.
 2. ALL LUMBER MATERIALS SHALL BE PRESSURE TREATED WITH AN APPROVED PROCESS AND PRESERVATION IN ACCORDANCE WITH AMERICAN WOOD PROTECTION ASSOCIATION STANDARDS. SUITABLE FOR GROUND CONTACT.
 3. ALL SCREWS, BOLTS, AND NAILS SHALL BE STAINLESS STEEL.
 4. ALL METAL HARDWARE INCLUDING BUT NOT LIMITED TO JOIST HANGERS SHALL BE STAINLESS STEEL.



BEAM POST INTERFACE DETAIL
NOT TO SCALE

- NOTES:**
1. CARRIAGE BOLTS SHALL HAVE A MINIMUM OF 2.0" OF SPACE BETWEEN THE BOLT AND ANY EDGE OF WOOD.



TYPICAL POST EMBEDMENT DETAIL
NOT TO SCALE

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SOUTH CAROLINA
4D ENGINEERING
LLC
NO. 4701
CERTIFICATE OF AUTHORITY

SOUTH CAROLINA
REGISTERED PROFESSIONAL
ENGINEER
No. 27381
CHARLES W. DEAN

REVISIONS		
#	DESCRIPTION	DATE
1	QC REVIEW	10/26/17
2	CHANNEL REDESIGN	12/12/18
3	PER ACOE COMMENTS	01/25/19
4	PER ACOE COMMENTS	02/28/19
5	BRIDGE DETAIL REVISION	05/03/19

SHEET

BRIDGE DETAILS

PROJECT

**EARLEWOOD PARK
WATER QUALITY IMPROVEMENTS
IN
COLUMBIA, SC**

SCALE: NTS

PROJ NO: 17019

C17

OCTOBER 2, 2017

Moore, Erika

From: Jessee Jr, Alfred O
Sent: Tuesday, June 25, 2019 9:43 AM
To: Faison, Brenda L; Hankinson, Warren N; Sheu, Michael F
Cc: Porth, Gary B
Subject: RE: Bid 073-18-19-BF Analysis & Bib Tabulation

Hi Brenda,

After reviewing the tabulations, I recommend that we go with AOS Specialty Contractors.

Thanks,
 AJ



AJ Jessee, CFM, CSPR

Stormwater Manager
 Columbia Water
 Engineering

PO Box 147 | Columbia, SC 29217
 1136 Washington Street
 Columbia, SC 29201

alfred.jessee@columbiasc.gov

Office: (803) 545-3267
 Cell: (803) 528-9552
 Fax: (803) 988-8199

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Monday, June 24, 2019 4:17 PM
To: Jessee Jr, Alfred O; Hankinson, Warren N; Sheu, Michael F
Cc: Porth, Gary B
Subject: Bid 073-18-19-BF Analysis & Bib Tabulation
Importance: High

Good afternoon,

Attached are the Bid Tabulation and Bid Analysis for Bid #073-18-19-BF Earlewood Park Channel Restoration & Bioretention Area for your review. The apparent low responsive bidder was AOS Specialty Contractors at **\$262,960.00** with a 20% contingency rate of \$52,592.00 puts the total amount to seek Council's approval at **\$315,552.00**. Upon review of the following attachments please send me a memo or email recommendation as to which company you feel is better suited for this project also let me know if you need any additional information.

Thank you.

Brenda



Brenda Faison

Bid Coordinator

Department of Procurement & Contracts

1800 Main St., 2nd Floor, #210

Columbia, SC 29201

(803) 545-3474

Bid No.: 073-18-19-BF Earlewood Park Channel Restoration & Bioretention Area (SD8464)
Page 31 of 55

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
*AOS Specialty Contractors, Inc. will self-perform				%		
				%		
				%		
				%		
				%		

TOTAL: \$ _____

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

Business Name: AOS Specialty Contractors, Inc.
Representative Name / Title: Jane Plante, Vice President
Date: June 24, 2019



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #1 for Project SD8360; Water Quality Monitoring and MS4 Program Support, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$531,319.00. This firm is located in Columbia, SC.

PURPOSE: The following sub-consultants will provide additional services:

Rogers & Callcott Environmental will provide sampling and laboratory analytical services at 9.4% (\$49,685.00) of the contract value.

YSI Incorporated will provide equipment and calibration solution for multi-parameter data sondes at 7.8% (\$41,450.00) of the contract value.

Campbell Scientific will provide vendor services/materials at 0.9% (\$5,000.00) of the contract value.

REQUISITION NO.: R198089

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5534202-638305 - The previous award amount is \$464,335.00. The revised contract amount is \$995,654.00. The original budgeted amount is \$1,000,000.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

The above referenced Amendment is to compensate Woolpert, Inc. for providing operation and maintenance for continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch. The term of the agreement will be extended to June 30, 2020. The contract price including this Amendment is \$995,654.00.

Woolpert, Inc. will provide the following services:

Task 1 Operation and Maintenance

Task 2 Grab Sampling
 Task 3 Install Rain Gauge Stations
 Task 4 Data Management/Statistical Analysis
 Task 5 Reporting
 Task 6 Discharge Measurements / Programming
 Task 7 MS4 Permit Negotiations
 Task 8 Audit Preparation
 Task 9 Annual Report Preparation
 Task 10 On Call Services
 Task 11 Project Management

Services to be performed will impact all City Council Districts.

Proposed Change and Basis for Payment:

Original Contract Price	\$464,335.00
Amendment 1 (THIS CHANGE/ADDITION)	\$531,319.00
Revised Contract Price	\$995,654.00

ATTACHMENTS:

- **#a:** CA# 1 SD8360 Woolpert - Water Quality Monitoring & MS4 Program Support (PDF)
- **#b:** Map SD8360 Water Quality Monitoring & MS4 Program Support (PDF)
- **#c:** Subconsultant Form (PDF)

Agreement for Engineering Services
 Water Quality Monitoring and MS4 Program Support
 Project Number: CIP SD8360
 Solicitation Number: RFP001-17-18-NMJ
 Woolpert Inc., and City of Columbia, SC
 Contract Amendment #1

June 4, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert Inc., (Engineer) dated April 17, 2018 (Agreement) to compensate Engineer for providing operation and maintenance for the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch. This amendment is to extend the expiration date from March 31, 2019 to June 30, 2020.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 464,335.00
Previous Change Orders:	\$ 0.00
This Change (addition):	\$ 531,319.00
Revised Contract Price:	\$ 995,654.00

This Change is Acceptable:

Woolpert Inc.:

Brian T. Bates Brian T. Bates Date: 6/6/2019
 Signature (Please Print Name)
 Title: Senior Associate

City of Columbia:

By: Dana Higgins
 Dana Higgins, P.E., LEED AP Director of Engineering
 By: Clint Shealy
 Clint Shealy, P.E., Assistant City Manager for Columbia Water
 By: Sandra A. Wright
 Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
 Teresa Wilson, City Manager

Woolpert Inc., 2019, Water Quality Monitoring and MS4 Program Support, SD8360, CA1, ANN

APPROVED AS TO FORM

Legal Department City of Columbia, SC

SCOPE OF SERVICES

City of Columbia, SC Water Quality Monitoring & MS4 Program Support

Project Name:	City of Columbia Water Quality Monitoring and MS4 Program Support
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree and Broad
Number of Stations:	12 Stations on Gills Creek, Kinley Creek, Rocky Branch and Smith Branch
Estimated Project Start Date:	June/July 2019
Estimated Project End Date:	June/July 2020
Project Duration:	12 months
Project Total Fee:	\$ 531,319

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. Over the last four years, the City extended the monitoring program into the Rocky Branch, Kinley Creek, and Smith Branch watersheds. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or entering City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, and emergency response.

The following sub-tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch. The scope below also includes the sampling efforts for other City of Columbia projects, including compliance sampling conducted by a state certified laboratory for the City of Columbia wastewater consent decree, sampling select locations for the Three Rivers Watershed group, and sampling/monitoring before, during, and after a channel stabilization project in Earlewood Park.

Task 1- Operation and Maintenance

This task includes monthly site visits by Woolpert personnel for the purposes of maintaining the nine (9) water quality monitoring stations, three (3) flow monitoring stations, and associated hardware/sensors for 12 months. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the data sondes, confirmation of sufficient power supply, inspection of the rain gauges (when needed), vegetation maintenance, and documentation of field observations. Before retrieving the data sondes, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field for calibration when a perceptible event is predicted for the greater Columbia area. This task also includes field verification of the



calibration of the eleven City owned tipping bucket (TB-4) rain gauges using two different intensities. The field verification will be conducted every 6-months, or sooner if a major event is forecasted.

After retrieval of the data sondes, the sensors on each data sonde will be cleaned and calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen. When necessary, Woolpert will continue to have preventative maintenance performed on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy. After successfully calibrating the sensors, the data sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of twelve (12) unscheduled site visits to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance log book.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Due to major cellular network carriers shutting down 3G service, it will be necessary for the City to purchase ten (10) cellular modems that can work on the 4G (LTE) network before the fourth quarter of 2019. Woolpert will program and replace the modems, following the City of Columbia's security requirements. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each work day during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time data observations and quality control services provided by Woolpert staff. Under this task, Woolpert's staff will maintain the modems, data loggers, and data hosting website. Woolpert will also utilize its IT staff members to back-up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Grab Sampling

This task includes near daily weather tracking for the collection of manual grab samples over a twelve-month period at each of the nine (9) monitoring sites. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. Up to four samples will be collected for TP, TN, TSS, and *E. coli* during eight storm events pending appropriate weather conditions (target of 2 events/season) at each of the monitoring stations. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. Additional *E. coli* samples will be collected as needed during dry weather conditions to assist with the regression analysis in Task 4. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Screening of Major Outfalls

Woolpert will use a two-man field crew to visit major outfalls (approximately 120 major outfalls exist within the City limits) previously identified by the City of Columbia during dry weather conditions (less than 0.1 inch within 72 hours) to check for dry weather flow. Woolpert will coordinate with a City GIS representative to obtain a GIS shape file of the locations of the major outfalls and a list of attributes to collect while performing the dry weather screening activities at major outfalls. If dry weather flow or evidence of intermittent flows is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports as a part of this task.



Additional Sampling

Included in this scope of services are various sampling and monitoring tasks requested by the City. Woolpert will assist the City with the collection of samples following the developed sampling plan for the Three Rivers Watershed (3RW) group. Continued participation in the 3RW group requires the City to monitor for *E. coli* at four (4) of their stations during dry weather each month. Additionally, each of the four sites will be sampled during wet weather twice a quarter. These data will be uploaded to a council of government spreadsheet for review by the group.

In addition to the 3RW group, this scope covers the expenses and labor for two smaller sampling related tasks. Woolpert will work with certified laboratory the City uses for wastewater consent decree compliance and retain their services for this contract period. The monthly expenses incurred for the 12-month contract period are included in the reimbursable expenses portion of the fee estimate. Also, this scope includes the collection of TSS samples before, during, and after the 319 Grant channel stabilization project in Earlewood Park. Woolpert will use a City-owned YSI 6920 sonde to monitor for turbidity, Sp Conductivity, and temperature every 15 minutes.

Task 3- Installation of Two Rain Gauges

With the heightened awareness of flooding issues in and around the City of Columbia and the variability of rainfall, Woolpert recommends performing site selection purchasing equipment, and installing two additional rain gauges. Although it is not necessary for the MS4 permit, the two locations would best be located inside the City's jurisdictional area, but outside of the TMDL monitoring area.

Site locations will be based on ease of access, current and future functionality for the City, and property access. This task does not include property rights agreements or obtaining easements for the City.

Task 4 – Data Management/Statistical Analysis

This task includes monthly evaluation of the continuously collected water quality data from each of the nine (9) monitoring stations for quality control to identify pollutant concentrations that appear unusual or that fluctuate out of normal ranges. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Sensor drift corrections, equipment inventory, and calibration logs will be documented for each of the nine (9) sondes.

After correcting the continuous dataset based on field observations and maintenance activities, Woolpert will provide the City with descriptive statistics, which will be used in Task 5 below. This task also includes the development of a regression equation between *E. coli* and surrogate parameters for each monitoring station from the multi-parameter data sonde when the data allows.

Task 5 – Reporting

After the monthly evaluation of the continuously collected data is conducted, Woolpert will provide the City with monthly site summaries for all nine monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon the completion of the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. The statistical analysis for all parameters and *E. coli* data will be summarized in a supporting narrative, all of which will be included in a Final Report. This task includes detailed seasonal and/or base flow/storm flow analysis among the nine (9) monitoring stations. This task also includes generating a monitoring summary for the City's annual report to SCDHEC for compliance with the City's MS4 permit. This summary of the monitoring station data will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations.

Task 6 – Rating Curve Development / Revisions

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a relationship between stream stage and individual point discharge measurements at various stages. Continued flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross sections and flow rates



will be collected at the pressure transducer at each monitoring station. Data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Rating curves will be programmed into the data loggers at the monitoring stations and will be used to estimate continuous flow rates. This effort is important for calculation of pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

At Smith Branch B, a maximum of six (6) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and four (4) high-flow measurements. Smith Branch A will utilize the stage vs discharge relationship already developed by the USGS, who maintains their stream gauge station upstream of the City's Smith Branch A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with three (3) measurements. Additionally, at each of the stations along Rocky branch will receive up to two (2) validation measurements. Emphasis will be put on capturing measurements at stages previously not captured.

At the Gills Creek A and C monitoring stations, rating curves have been finalized. However, the recent 1000-year flood event drastically modified the Gills Creek watershed and potentially the current stage-discharge relationship. It is imperative that the rating curves at these stations be validated throughout the year to account for changes in the stream bed and stage-discharge relationship and calibrated when changes occur. It is recommended that up to four (4) measurements be taken at Gil A and Gil C during the contract period. Additional discharge measurements may be needed if channel dimensions were altered drastically by the historic rain event.

Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements
Gil A	4	Gil B	0	Gil C	4
Kin A	3	Kin B	3	MLK	2
Cookout	2	Roc A	2	Roc B	2
Saluda	1	Smi A	0	Smi B	6

Task 7 MS4 Permit Negotiations

Woolpert anticipates that the second cycle NPDES MS4 permit will not be issued during this 12-month scope of work; therefore, no fee or work scope have been provided. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to negotiate a permit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 8 Audit Preparation

Woolpert anticipates that SCDHEC will only perform one audit of the City's NPDES MS4 permit every five years and does not anticipate an audit occurring during this contract period; therefore, no fee or scope of work has been provided for this task. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to assist in an audit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 9 Annual Report Preparation

Part V. Monitoring and Reporting Requirements of the City's MS4 permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the permit and that highlight the effectiveness of the SWMP. This task includes up to 148 hours of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the City submits the finalized report to DHEC.

Woolpert will request specific data from the City in a way that will minimize the time required to complete the report. Woolpert will organize the content and sections of the report to follow their Permit, as well as make sure that the information provided will meet permit requirements. If there is data missing, Woolpert will provide reminders to City staff for completing the sections necessary for



permit compliance. Once the appropriate information has been gathered, a draft report will be created and delivered to the City for their review. This task includes a two-hour meeting with the City to review the draft report.

Task 10 – On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. This fee can also be used to address stakeholder interests, assist with written correspondence with SCDHEC, and mentor a City representative on various aspects of this project throughout its completion.

Task 11 – Project Management

This project will require routine project management needs such as project setup, scheduling, team meetings, client correspondence, team management, and invoicing. This task also includes sub-consultant management and monthly client meetings.

Reimbursable Expenses

Expenses requiring reimbursement will include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests. There is no markup on reimbursable expenses.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

- a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
- b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
- c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
- d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security.
- e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one back-up representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert cannot and does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.



Fee Estimate

Task Description	Fee Estimate
Task 1 Operation and Maintenance - Field Inspections - Sensor/Sonde Calibration - Daily Data Observations - Rain Gauge Calibration Check - Unscheduled Maintenance	\$ 80,768
Task 2 Grab Sampling - Weather Tracking - Laboratory Coordination - Sample Collection - Dry Weather Screening of Major Outfalls	\$ 53,385
Task 3 Install Rain Gauge Stations - Equipment Purchase - Install Preparation - Equipment Installation	\$7,313
Task 4 Data Management/Statistical Analysis - Monthly Quality Control - Descriptive Statistics - Regression Equation Development - Annual Load Calculations	\$ 88,454
Task 5 Reporting - Monthly Memos - Final Report	\$ 40,394
Task 6 Discharge Measurements / Programming - Rating Curve Development - SonTek IQ Maintenance - Discharge Measurements - Update Logger Programs/Alarms - Verify Survey Sections and Station	\$ 50,632
Task 7 MS4 Permit Negotiations - Not Anticipated During this Contract Period	\$---
Task 8 Audit Preparation - Not Anticipated During this Contract	\$---
Task 9 Annual Report Preparation - Information Gathering - Report Development - Report Review Meeting	\$ 19,844
Task 10 On Call Services - General Consulting	\$ 30,000



Task 11	Project Management	\$ 49,314
-	Project Meetings	
-	Client Correspondence	
-	General Project Management	
Project Subtotal:		\$ 420,104
Reimbursable Expenses¹:		<u>\$ 111,215</u>
Project Total:		\$ 531,319

Hourly Rate Table

Position	Rate
Project Director	\$201
Project Manager	\$177
Senior Professional Engineer	\$141
Professional Engineer	\$130
Senior Environmental Scientist	\$130
Engineer	\$120
Junior Professional Engineer	\$104
Environmental Scientist	\$99
Technician	\$84
GIS Analyst	\$156
Business Manager	\$85
Intern	\$60

¹ See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Approximate Project Schedule²

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	June/July 2019	June/July 2020
Task 2	Grab Sampling	June/July 2019	June/July 2020
Task 3	Install Rain Gauge Stations	June/July 2019	June/July 2020
Task 4	Data Management / Statistical Analysis	June/July 2019	June/July 2020
Task 5	Reporting	June/July 2019	June/July 2020
Task 6	Discharge Measurements / Programming	June/July 2019	June/July 2020
Task 7	MS4 Permit Negotiations	N/A	N/A
Task 8	Audit Preparation	N/A	N/A
Task 9	Annual Report Preparation	June/July 2019	July 2019, January 2020- July 2020
Task 10	On-Call Services	June/July 2019	June/July 2020
Task 11	Project Management	June/July 2019	June/July 2020

² It is anticipated that this scope of services will require approximately 12 months from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.

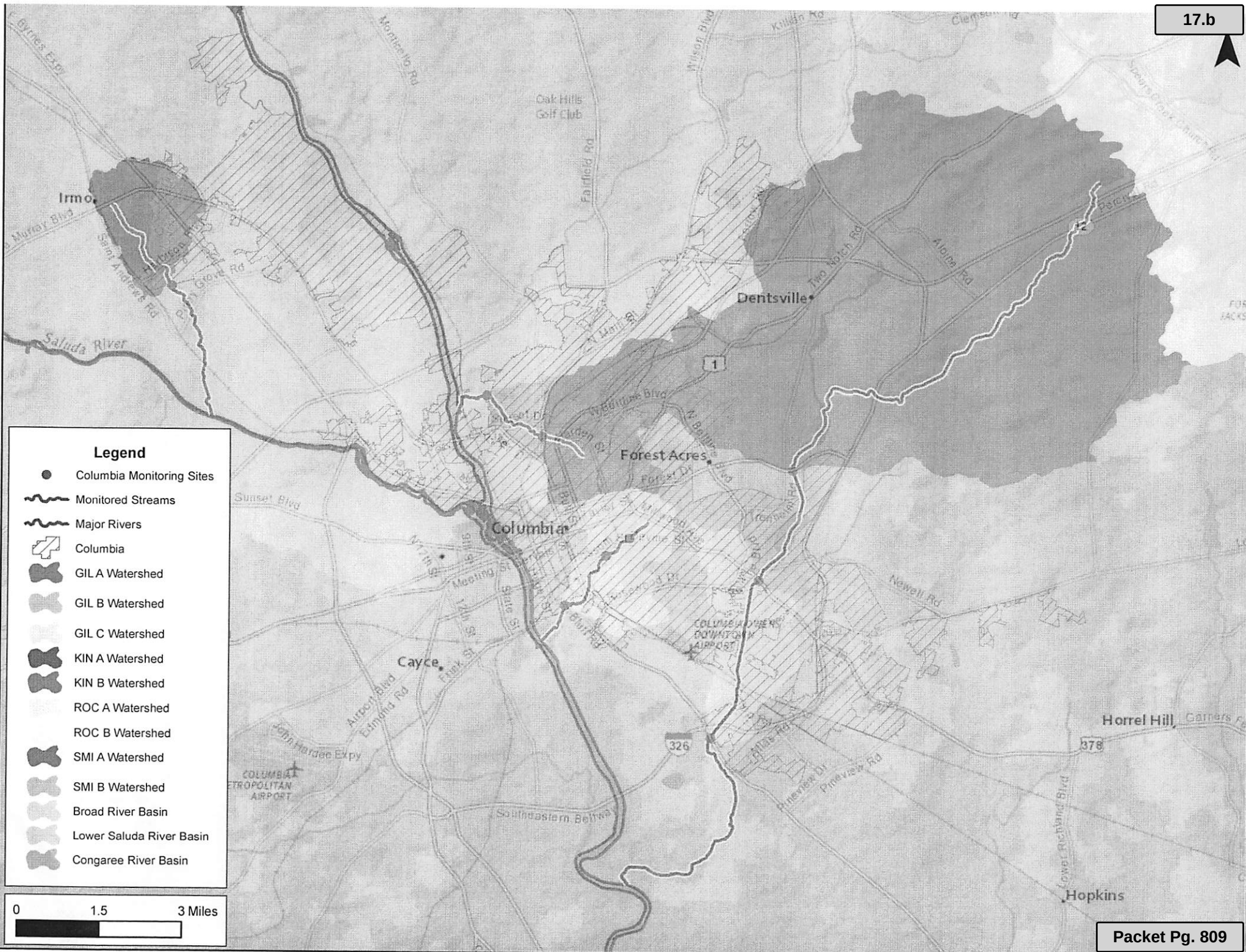
Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.



Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	\$30	14	Per site per month	\$5,040
Laboratory Fees for 12 months	\$3,556.00	10	Per site	\$35,560.00
Clean Water 2020 Sampling - Rogers & Callcott	\$450.00	12	Per month	\$5,400.00
Laboratory Bacteria Samples - 3RW	\$57.00	80	per sample	\$4,560.00
Travel Mileage	\$0.535	800	miles	\$428.00
Woolpert Truck	\$70	75	day	\$5,250.00
Turbidity Sensor	\$1,825	3	each	\$5,475.00
DO Membrane	\$150	9	each	\$1,350.00
pH Sensor	\$385	5	each	\$1,925.00
Rain Gauge Station	\$4,250	2	each	\$8,500.00
Preventative Maintenance	\$375	9	each	\$3,375.00
Shipping of equipment	\$20	10	year	\$200.00
Misc. Field Equipment	\$1,000	1	year	\$1,000.00
Laboratory Supplies	\$250	1	year	\$250.00
Rental Rate for Flow Tracker and 55 ADP	\$150	10	day	\$1,500.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	\$1,200	1	each	\$1,200.00
Cellular Modems - REPLACEMENT for 3G modems	\$419	10	each	\$4,190.00
OMNI Directional 2dBd Antenna for LTE Modems	\$91	10	each	\$912.00
EXO iSE02 pH Sensor Assembly	\$560	2	each	\$1,120.00
EXO Wiped Conductivity / Temp Sensor	\$1,650	2	each	\$3,300.00
EXO Optical DO Sensor	\$1,960	2	each	\$3,920.00
EXO Turbidity Sensor	\$1,800	2	each	\$3,600.00
EXO Central Wiper	\$1,200	2	each	\$2,400.00
EXO Flying Lead Cable - 10 meter	\$480	2	each	\$960.00
YSI EXO-2 Sonde	\$4,900	2	each	\$9,800.00
Reimbursable Expense Total Fee:				\$111,215

NOTE: Total Costs are round up or down to the nearest dollar.



SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

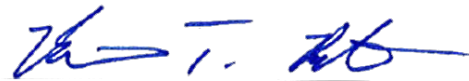
City of Columbia Water Quality Monitoring and MS4 Program Support (July 2019 – June 2020)

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

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/ Materials to be Provided	Cost of Service (\$ Value)
Rogers and Callcott Environmental 215 Stoneridge Dr, Columbia, SC 29210	(803)-509- 8999	n/a	Sampling and Laboratory Analytical Services	\$49,685
YSI Incorporated 1700/1725 Brannum Lane Yellow Springs, Ohio 45387-1107	(937)-767- 7241	n/a	Equipment and calibration solution for multi- parameter data sondes	\$41,450
Campbell Scientific 815 W. 1800 N Logan, Utah 84321	(435)-227- 9000	n/a	Vendor	\$5,000

TOTAL: \$ 96,135

I certify this information is true and correct.





We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Project SS7503; a Contract for the Metro Lane Water Main, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$318,274.00, which includes contingency funding. This firm is a qualified LBE located in Prosperity, SC.

PURPOSE: This project includes Flood Recovery construction consisting of an 8" Water Main of approximately 3,250 LF of new 8" DIP along Metro Lane at the City of Columbia's Metro Wastewater Treatment Plant. Construction design includes air release valves, fire hydrants, erosion control, water line abandonment and other associated appurtenances.

The following subcontractors/suppliers will provide additional services/supplies for this project:

Fortiline Waterworks of Lexington, SC will provide materials and pipe valued at \$95,000.00 (33%) of the total contract value.

Capital Concrete of Lexington, SC will provide flowable fill at \$20,000.00 (7%) of the total contract value.

Sloan Construction of Columbia, SC will provide asphalt at \$15,000.00 (5%) of the total contract value.

REQUISITION NO.: R196946

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 2539999-638400 (2015 Oct. Flood Recovery - FEMA)
The original budget for this project is \$436,510.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were eight (8) responsive and responsible bids submitted for this project under Bid 060-

18-19-DS. The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

Base Bid	\$ 289,340.00
Contingency (10%)	\$ 28,934.00
Total (Not to Exceed)	\$ 318,274.00

ATTACHMENTS:

- **#a:** Bid#060 Contract approved by Legal (PDF)
- **#b:** 1 REVISED Bid Tabulation for Bid#060-DS Metro Lane WM SS7503 FEMA (PDF)
- **#c:** Project Manager Letter of Recommendation (PDF)
- **#d:** BIR form for Lake Murray Utility Co., Inc. (PDF)
- **#e:** 3 Bid060 Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # SS7503

Metro Lane Water Main FEMA SC Severe Storms and Flooding 2015 DR4241/DR3373

Bid #060-18-19-DS

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Lake Murray Utility Company, Inc.**, with legal address and principal place of business at **P.O. Box 1089, Chapin, SC 29036**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Black and Veatch**, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred fifty (150)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Eighty-Nine Thousand Three Hundred Forty Dollars and Zero Cents (\$289,340.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 Specification for Sodding, Fertilizing and Seeding", all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered 1 through 12, inclusive and dated March 5, 2019.

9.2.10 Addendum number 1.

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

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen

(15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201Date:

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

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

Event Number	BID060-18-19-DS Addendum 1	Organization	City of Columbia, SC
Event Title	Metro Lane Water Main FEMA (SS7503)	Workgroup	Purchasing
Event Description	Pre Bid Conference is scheduled for May 22, 2019	Event Owner	Debbie Scott
Event Type	IFBs	Email	dlscott@columbiasc.net
Issue Date	5/15/2019 11:00:00 AM (ET)	Phone	
Close Date	6/6/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
HammerHead Utilites, LL	Columbia	SC	6/6/2019 09:40:57 AM (ET)	1	\$262,700.00
Lake Murray Utility Com	Chapin	SC	6/6/2019 09:01:53 AM (ET)	1	\$289,340.00
Stutts & Williams, LLC	Lexington	SC	6/5/2019 07:23:42 PM (ET)	1	\$292,224.00
DS Utilities Inc	Little Mountain	SC	6/6/2019 09:32:11 AM (ET)	1	\$294,828.50
LAD Construction, LLC	Swansea	SC	6/6/2019 09:50:32 AM (ET)	1	\$301,021.00
Shady Grove Constructio	Irmo	SC	6/6/2019 09:31:10 AM (ET)	1	\$334,536.00
G H Smith Construction, I	Columbia	SC	6/6/2019 08:52:48 AM (ET)	1	\$363,855.00
Carolina Tap & Bore, Inc.	West Columbia	SC	6/6/2019 09:54:34 AM (ET)	1	\$415,785.00
AAA Utility and Construc	Columbia	SC	6/5/2019 04:51:33 PM (ET)	1	\$450,732.00

Deemed Non-Responsive - Vendor Did Not Utilize Addendum No.1
Issued Revised Bid Form which included an additional line item.

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



Department of Utilities
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

June 10, 2019

Ms. Debbie Scott
Construction Procurement Specialist
City of Columbia – Department of Procurement and Contracts
1800 Main St., 2nd FL #210
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 060-18-19-DS w/Addendum 1
Metro Lane Water Main (SS7503)

Dear Ms. Scott,

Based on our bid tabulation review of the responsive bidders you provided on June 6, 2019, Lake Murray Utility appears to be the lowest, responsive and responsible bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to Lake Murray Utility at their bid amount of \$289,340.00. A 10% owner's contingency of \$28,934.00 should be included for potential unknown conditions that could be discovered during construction. This would represent a total anticipated project amount of \$318,274.00.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net



Bid No.: 060-18-19-DS Metro Lane Water Main (SS7503)
FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Page 31 of 55

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Fortiline Waterworks 221 Laurel St. Lexington, SC 29013	Jason Rapp (803) 359-7213	Materials Pipe	\$95,000.00	33 %	/	No
Capital Concrete PO Box 2494 Lexington, SC 29011	Jack (803) 808-0825	Flowfill Asphalt	\$20,000.00	7 %	/	
Gloam Construction 605 Rosewood Dr. Columbia, SC 2920	Wendy Thompson (803) 376-1240	Asphalt	\$15,000.00	5 %	/	
				%		
				%		

TOTAL: \$ 130,000.00

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

Business Name:

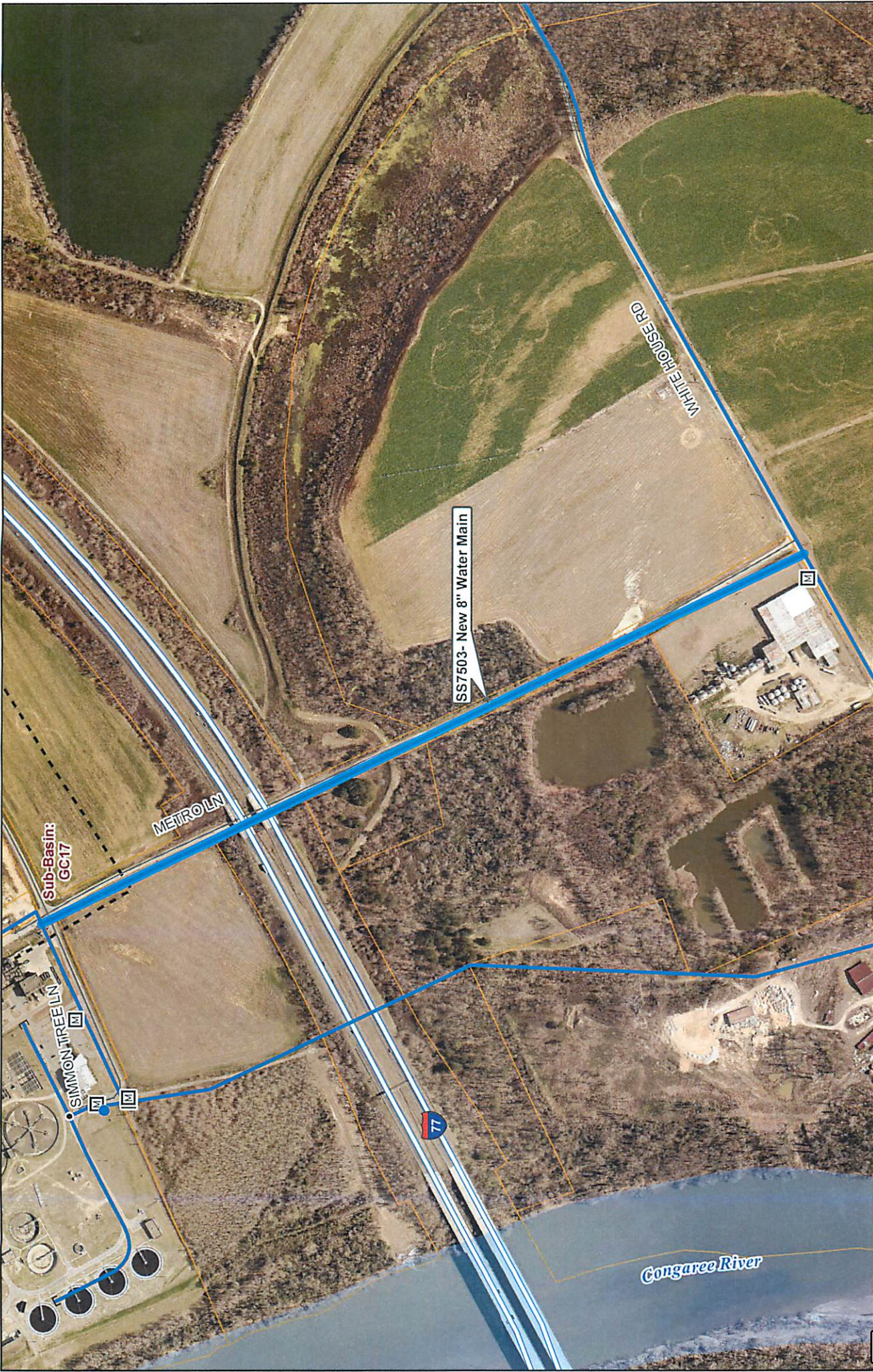
Lake Murray Utility Co., Inc.

Representative Name / Title:

Cheryl Gootie / Office manager

Date:

6-6-19



Clean Water 2020
Columbia, SC
We Are Columbia

18.e

**SS7503 Metro Lane
Water Main Project**

Prepared For: Water 2020

Water Pressure Release Valve

Water Meter

Water System Valve

Fitting Type

- Cap
- Unknown

Water Distribution Line

SS7503 8" Water Main

Tax Parcel

Basin Boundary

North Arrow

1 inch = 500 feet

0 325 650 Feet



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7472; Upper Crane Creek Sewer Relief Phase I, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$466,298.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

AECOM is the mentor for this project and will provide technical consulting support at 73.9% (\$344,545.00) of the contract value. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide project administration support, preliminary investigation, survey and utility mapping, project management for geotechnical investigation, project permitting, and bidding assistance at 21% (\$97,853.00) of the contract value.

The following sub-consultants will provide additional services:

CECS, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will provide utility mapping services at 1.3% (\$6,000.00) of the contract value.

Terracon Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at 3.8% (\$17,900.00) of the contract value.

REQUISITION NO.: R197322

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS747201-658650. The original budgeted amount is \$466,298.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

The above referenced Agreement is to compensate the Consultant for providing technical consulting support to the City for the Upper Crane Creek Relief Sewer Phase I project. The service being provided will encompass the following:

TASK 100 - Evaluation and Design Phase Administration

TASK 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

TASK 300 - Survey and Utility Mapping

TASK 400 - Geotechnical Investigation

TASK 500 - Final Design

TASK 600 - Permits and Property

TASK 700 - Bidding and Award

TASK 800 - Engineering Services During Construction

TASK 1100 - Additional Services

Services to be performed will impact City Council District 1. The Office of the City Attorney has reviewed the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7472-AECOM-Upper Crane Creek Relief Sewer Phase I (PDF)
- **#b:** SS7472-Map (PDF)

AECOM Technical Services, Inc.
Upper Crane Creek Relief Sewer Phase 1 – SS7472



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Category 1 Major Wastewater Collection System Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM Technical Services, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support to the City for the Upper Crane Creek Relief Sewer Phase I project.

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

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

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

AECOM Technical Services, Inc.
Upper Crane Creek Relief Sewer Phase 1 – SS7472

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of 19 months, or at such a time total compensation provided for herein is reached, whichever is later.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Sixty-Six Thousand, Two Hundred Ninety-Eight Dollars and No/100 (\$466,298.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall

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certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have

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been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	<u>21</u>	%
WBE	<u>1.29</u>	%
LSA	_____	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain

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capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21%.

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

8. **INDEMNIFICATION & INSURANCE**

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the

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

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

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

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

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

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

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water

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Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of

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the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods

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provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

City of Columbia

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

AECOM Technical Services, Inc.

Name: Phillip Dieckmann
Address: 101 Research Drive
Columbia, SC 29203-9389
Phone: 803-254-4400
Email: phillip.dieckmann@aecom.com

16. **CONSENT DECREE**

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

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include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

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

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

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

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal,

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

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

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3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant 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, promotion, 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made

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

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

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

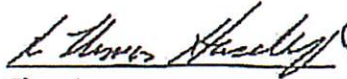
CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

AECOM Technical Services, Inc.

R. Thomas Haselden, Jr., PE, BCEE
Vice President

Print: Name/Title

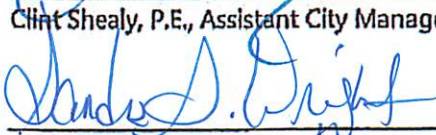

Signature

Date: 5/31/19

Recommended by:


Joseph D. Jaco, P.E., Director of Utility Operations


Clint Shealy, P.E., Assistant City Manager for Columbia Water


Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM


Legal Department, City of Columbia, SC

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule for Completion of Services

Exhibit D – Subconsultant Firm Information Records

Exhibit E – Mentor Protégé Implementation Plan

Exhibit F – Invoicing Procedure

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7472
Upper Crane Creek Relief Sewer Phase I

The services performed by AECOM (CONSULTANT) as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Upper Crane Creek Relief Sewer Phase I project. The relief sewer project involves extending sewer from Manhole SS-CC05-25871-MH to Manhole SS-CC04-26806-MH, with 30-inch pipe for approximately 7,800 linear feet and with 36-inch pipe for approximately 3,000 linear feet. The Consultant shall coordinate the upstream connection of this project (at Manhole SS- CC05-25871-MH) with the Lower North Branch Crane Creek Improvements Phase II project - SS7450. The Consultant shall also coordinate the downstream connection of this project (at Manhole SS-CC04-26806-MH) with the Lower Crane Creek Relief Sewer Phase I project - SS7470. The existing pipe generally follows a cross-country route paralleling Crane Creek and may require rehabilitation efforts to address pipe defects. The Consultant should review the City provided Sanitary Sewer Evaluation Study (SSES) data for pipes between Manhole SS-CC05-25871-MH and Manhole SS-CC04-26806-MH and make recommendations to the City on rehabilitation of Pipes and Manholes. This scope assumes 25% of the total length, approximately 2,700 linear feet, will be rehabilitated including the pipe segment between 26759MH and 26760MH.

In this scope and all associated attachments, the CITY and OWNER are synonymous. All communication and/or meetings will be with either CITY staff and/or the Project Manager from Clean Water 2020. The general location of the project is shown on Project location Map.

In general, CONSULTANT will provide the following scope of services:

- Review of all Available Data
- Preparation and Evaluation of Alignment Alternatives
- Development of a Recommended Route Plan
- Public Relations
- Engineering Design and Permitting
- Bidding Phase Support

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, DESA, Inc. as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, CONSULTANT will:

- Participate in design review and progress meetings with the CITY as outlined. Prepare all meeting minutes.
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact through the CITY's staff. Progress meetings include:

- One (1) Kickoff meeting.
- Eighteen (18) Monthly Progress meetings with CITY's Project Manager for duration of project.
- One (1) public meeting in Task item 140.
- One (1) Field Reconnaissance meeting.
- Draft and Final Alternatives Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.

- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.

CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, invoices, monthly progress reports, monthly schedule updates, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

- The Consultant shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend one public meeting referred as "Quarterly Drop-in" that will occur at the City Hall, approximately at the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping (CCTV videos, zoom camera videos, photos, etc. of the project area, if applicable) and will show the information upon request at the meeting.

150 Mentor-Protégé Program

CONSULTANT and DESA, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- CONSULTANT will continue the existing Mentor-Protégé Agreement with DESA, Inc.
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.

- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (18) meetings
- Minutes, with City review comments, from the two milestone review meetings
- (6) Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT and CITY maps for road and street right-of-way information.
- CONSULTANT will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- CONSULTANT will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.

- CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will proceed with alternative analysis including the following alternatives:
 - Locating the new sewer line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
 - Locating the new sewer line along a different alignment.
 - Replacing the existing sewer line with a new larger sewer located within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement for constructability, maintenance (keeping the all new sewer on one-side of the creek), and community/environmental impacts.

The Consultant should review the City provided Sanitary Sewer Evaluation Study (SSES) data for pipes between Manhole SS-CC05-25871-MH and Manhole SS-CC04-26807-MH and make recommendations to the City on rehabilitation of Pipes and Manholes. This scope assumes 25% of the total length, approximately 2,700 linear feet, will be rehabilitated including the pipe segment between 26795MH and 26760MH

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route, CONSULTANT will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - U.S. Army Corps of Engineers
 - Richland County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT), if applicable.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route, CONSULTANT will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.

- CONSULTANT will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- CONSULTANT will design the new gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.
 - CONSULTANT will conduct a draft PER progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - CONSULTANT will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, CONSULTANT will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30% overall project completion review.

290 Task 200 Deliverables

- Agenda and Minutes from the three (3) progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands Survey

- "Waters of the United States", including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. CONSULTANT will delineate wetlands along the pipeline route using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. CONSULTANT will mark the jurisdictional boundaries of waters of the U.S. within 50 feet of the proposed alignment of the sewer lines in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.
- The CONSULTANT will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The CONSULTANT shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the CONSULTANT will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.

320 Field Survey

- CONSULTANT shall coordinate with CITY to send survey notification letters. CONSULTANT to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The CONSULTANT's surveyor will complete field surveying along a 50-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. CONSULTANT's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. CONSULTANT's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. CONSULTANT's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. CONSULTANT's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the route of the existing sewer and proposed alignment, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); Stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); Stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT's Subsurface Utility Engineering sub-

CONSULTANT shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, Stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the CONSULTANT's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 50 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The CONSULTANT shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 50-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2015, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the CONSULTANT shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing up to 11 easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

330 Utility Mapping

- The CONSULTANT's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project. If deemed appropriate during detailed design, SUE can be added via Task 1100 Additional Services; however a minimum of six (6) Test Holes shall be included in the cost of the project to determine utility depths.

340 Task 300 Deliverables

- Copy of the Wetland Delineation Report and Jurisdictional Determination Request
- List of property owners along the survey route for notification
- Easement Exhibits

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will utilize Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 8 borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.
- It is assumed that borings will take place within the existing easement. If borings to be outside of easement, permission to conduct such boring should be obtained from the respective property owners, prior to commencing boring.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to 5 rock core samples are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical

engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.

- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Sub-CONSULTANT will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- CONSULTANT will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- CONSULTANT will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- CONSULTANT will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- CONSULTANT will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers - Wetlands
 - Richland County – Storm Water
 - South Carolina Department of Transportation
- In addition to regulatory agencies, the CONSULTANT will coordinate with South Carolina Electric & Gas to identify and address issues impacting design and construction scheduling.

550 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60%, 90% and 100% plan reviews.

560 Design Reviews

- CONSULTANT will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After each internal technical review, CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the CONSULTANT. Following the technical reviews, CONSULTANT will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of the CONSULTANT's QA/QC Plan
- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
-
- The 100% Design Bid Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The CONSULTANT will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The CONSULTANT cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the CONSULTANT.
- Upon CITY approval of the 60% design plans, CONSULTANT shall prepare and submit easement exhibits. Refer to task 320 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, CONSULTANT will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and

approval by the City of Columbia. CONSULTANT will provide all required submittal copies and respond to all inquiries by the CITY.

- **Wetlands Permit:** The CONSULTANT will prepare a Pre-Construction Notification for a NW12 Permit for proposed impacts to waters of the U.S. Included in this application will be 2 typical stream crossing details, one for temporary impacts, and one for a permanent impact. These details may be incorporated into the design. The CONSULTANT will coordinate with the regulatory agency to respond to questions and comments. The scope of work task assumes the following:
 - The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
 - If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
 - This project will have no impacts to threatened or endangered species, or historical/cultural resources.
 - The fee for the permit application will be paid through Task 650, Permit Fee Allowance.
- **Roadway Encroachment Permits:** This scope assumes a Richland County and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by Richland County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- **Railroad Permits:** This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

The CONSULTANT will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$2,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$350
- Stormwater Permit and Inspection Fees - \$1,350
- Other - \$300

This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- CONSULTANT will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy and conducting phone interviews with the low bidder's references. The CONSULTANT will provide the City a letter of recommendation to award.

730 Conformed Documents

- CONSULTANT will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The CONSULTANT will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction *(Not Included at this time. The agreement may be amended at a later date to include this service)*

TASK 900 – Full Time Construction Inspection (Not Applicable)

TASK 1000 – Project Closeout *(Not Included at this time. The agreement may be amended at a later date to include this service)*

TASK 1100 – Additional Services

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify CONSULTANT of property owners who may pose problems with CONSULTANT's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist CONSULTANT by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement, beyond what is assumed in Task 650.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Review and agree to proposed alignments at 60% design review meeting prior to finalization of easements.

EXHIBIT B
COMPENSATION

City of Columbia

CIP # SS7472

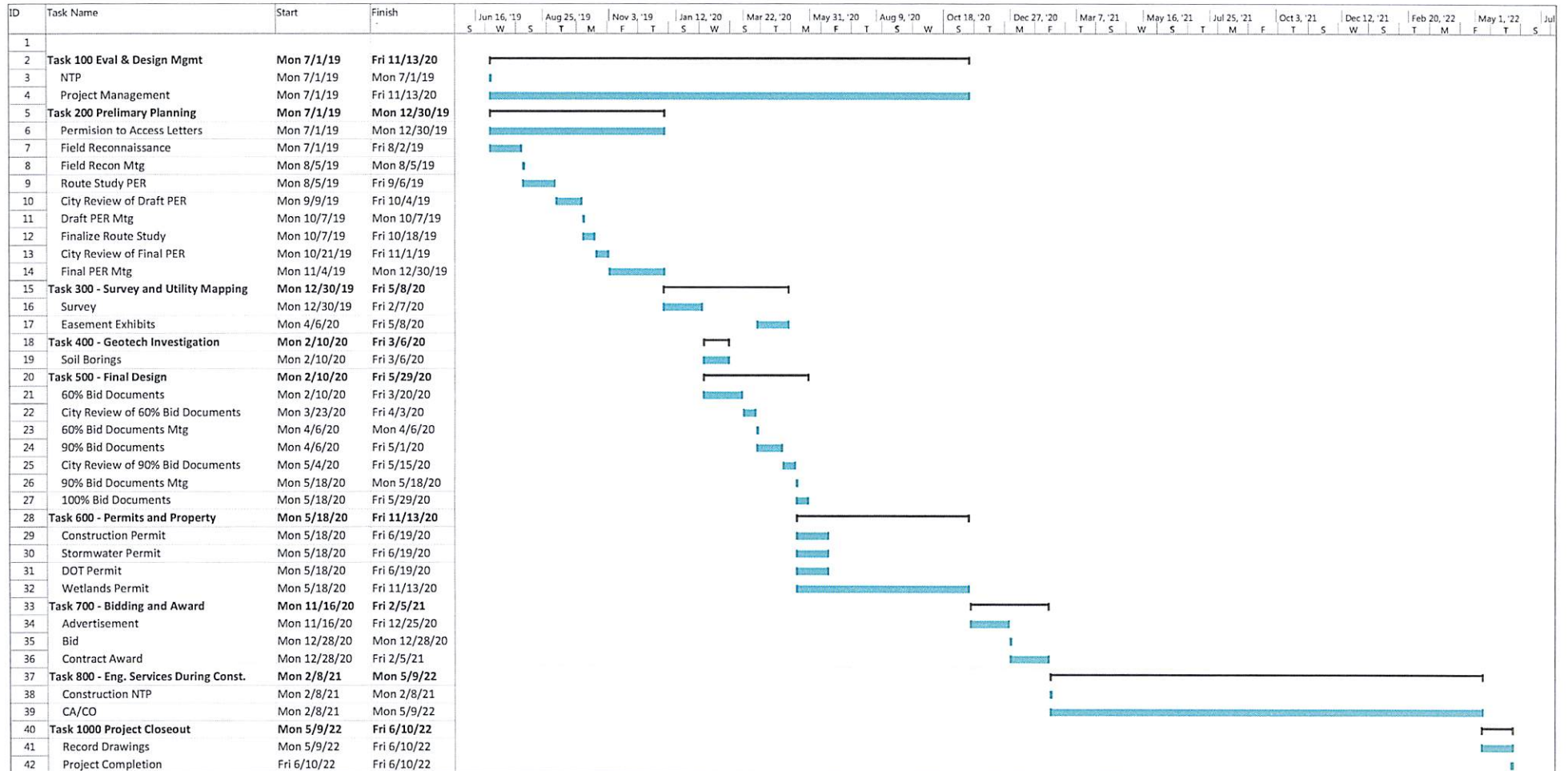
Upper Crane Creek Relief Sewer Phase I

Compensation for services provided under Tasks 100 through 700 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$466,298. This includes \$464,298 of lump sum tasks, as well as \$2,000 of not-to-exceed tasks. Lump Sum and NTE tasks are clearly labeled in the table below.

An estimated breakdown of the fee is shown in the following table:

Tasks	Description	LS/Hours	AECOM	Protégé (DESA)	Sub Consultant (CECS)	Extension
100	Evaluation and Design Phase Project Management and Administration	LS	\$63,409	\$40,277		\$103,686
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$35,600	\$2,292		\$37,892
300	Survey and Utility Mapping	LS	\$74,785	\$11,139	\$6,000	\$91,924
400	Geotechnical Investigation	LS	\$2,350	\$22,948		\$25,298
500	Final Design	LS	\$83,840			\$83,840
600	Permits and Property	LS	\$45,290	\$20,051		\$65,341
650	Permits and Property NTE Fees	NTE	\$2,000			\$2,000
700	Bidding and Award	LS	\$12,780	\$1,146		\$13,926
	Project Sub-Totals					\$423,907
1100	Client Controlled Contingency (10%)	LS	\$42,391			\$42,391
	Total of Contract		\$362,445	\$97,853	\$6,000	\$466,298

EXHIBIT C - Schedule for Completion of Services



Project: SS7450 Crane Creek Ph
Date: Wed 4/24/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit D

City of Columbia CIP # SS7472 Upper Crane Creek Relief Sewer Phase I

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Diane Sumpter 803.730.6466	M/W/SBE	Project Administration, Preliminary Planning, Geotechnical, Permitting, Bid Assistance	\$97,853
CECS 2000 Park Street – Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. 803.779.6466	WBE	Utility Mapping	\$6,000
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the “Group” Column.
Add additional rows as needed.

EXHIBIT E



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 04/11/19 Project Number: CIP 7472
Mentor: AECOM Technical Services, Inc. Project Name: Upper CC Relief Sewer Ph. 1
Protégé: DESA, Inc. Duration of the Project: 18 Months
Project Contract Amount: \$466,298 Protégé Amount: \$97,853

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

DESA serves as a subcontractor on the above referenced 18-month project, providing Project Administration Support, Preliminary Investigation, Survey & Utility Mapping, Project Management for Geotechnical Investigation, Project Permitting, and Bidding Assistance. DESA will contract directly with AECOM Technical Services, Inc.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

DESA will continue to work closely with AECOM Technical Services, Inc to increase our Project Management, Contract Administration and Permitting. The Team will continue to partner in the development of MPP Quarterly Reports and MPP Implementation Plan. During all phases of the project regularly scheduled monthly meetings will be held; additional communication will continue as needed. DESA will also add new skills associated with the Preliminary Investigation, Geotechnical Investigation, and Bidding Assistance tasks for this project.

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

Continued work with the City will improve the Protégé's business by increasing technical project responsibility, implementing new project tasks to expand the Protégé's skillset, providing opportunities for subcontracting outside of the Mentor-Protégé Program, and increasing the project percentage goal beyond 20%.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Mentor: Phillip Dieckmann, PE; Tom Haselden, PE; Additional AECOM Technical Services, Inc staff as required. Insurance provided as required.

Protégé:

Protégé: Diane E. Sumpter, PM; Alex McCune, PE; Additional DESA Staff as required. Insurance provided as required by the City of Columbia

Subcontractors:

Terracon (Geotechnical Investigation)

Special Arrangements:

DESA would like to work closely with Terracon to gain a better understanding of the Geotechnical Investigation being performed for this project.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, project coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project:

DESA assists with project management, preliminary investigation, survey & mapping, geotechnical investigation, project permitting, and bidding assistance.

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

The team will conduct monthly telephonic progress meetings, prepare meeting agendas, and MPP reports.

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

The project is estimated at 18 months. DESA will be utilized for Project Management, Preliminary Investigation, Survey & Mapping, Geotechnical Investigation, Project Permitting, and Bidding Assistance. DESA would also like the opportunity to be involved in the construction phase of this project by providing construction observation services.



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Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Mentor and Protégé will hold quarterly progress meetings in addition to the regular weekly communications to ensure project tasks are being checked for compliance. Continue to partner to improve upon the goals of the Business Plan.

8. What are the team's specific, quantitative goals and milestones for the current project?

The team's goal is to provide superior service to the City of Columbia while increasing the Protégé's technical skillset and identifying opportunities for increased involvement throughout the project cycle.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

DESA intends to continue growing and improving their skillset by increasing their involvement in Engineering, Project Management, Project Design, Stormwater Pollution Prevention Plan Design, Permitting Process, and Bidding Process.

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

DESA prepares and submit invoices monthly. For time and material contracts, DESA invoices based on actual work performed during the month.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
CECS	803-779-6466	2000 Park St. – Suite 201 Columbia, SC 29201	AECOM Technical Services Inc.	\$6,000.00	WBE	1.29%
Terracon	803-212-0062	521 Clemson Road Columbia, SC 29229	DESA, Inc.	\$17,900.00	N/A	3.84%

12. What percentage of the project is being implemented by the Protégé? 21% of the project is being implemented by DESA, which includes the 3.84% subcontract with Terracon that DESA is managing.

Protégé Contract Value: \$97,852

Percentage of Contract: 21.0% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by AECOM Technical Services, Inc. (Mentor Firm) this 11th day of April 2019.
Corporate SEAL

By: R. Thomas Haselden, Jr.
Title: R. Thomas Haselden, Jr., PE, BCEE, Vice President

ATTEST:

By: Charles Seurgoh
Title: Secretary

EXECUTED by DESA, Inc. (Protégé Firm) this 17th day of April, 2019.
Corporate SEAL
By: Diane E. Sumpter
Title: Diane E. Sumpter, President & CEO

ATTEST:
By: Conall W. Shaw
Title: Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 23
day of April, 2019.

By: Juliet Kelley
Title: Compliance Specialist

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated

AECOM Technical Services, Inc.

RFQ 011-16-17-NMJ

SS7474 Category I Major Wastewater Collection System Projects

Exhibit F

Page 2 of 2

point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

AECOM Technical Services, Inc.

RFQ 011-16-17-NMJ

SS7474 Category I Major Wastewater Collection System Projects

Exhibit F

Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water Engineer.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



Clean Water 2020
St. Charles's Clean Water for Clear View



We Are Columbia

RA: April 18, 2018
Production Map/Project Location Map ID: SS7472

- Starting and Ending Sewer Manholes
- SS7472
- Major Gravity Mains ($\geq 15"$)



1 inch = 0.25 miles

0 0.25 Miles

SS7472 Crane Creek Upper Relief Sewer Phase I

Prepared For: City of Columbia, SC



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7489; DR4241 HGMP Metro Wastewater Treatment Plant Flood Protection Engineering, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$638,739.38. This firm is located in Columbia, SC.

PURPOSE: This is a FEMA DR-SC4241 Project. Weston & Sampson of Columbia, SC will analyze and assess hydrologic/hydraulic conditions; determine suitability of materials for construction; evaluate subsurface conditions for levee alignment; assess and mitigate potential impacts caused by the proposed levee protection system; develop alternates to provide a 500-year flood protection for the Metro Plant at 55.3% (\$353,117.48) of the contract value.
The following sub-consultants will provide additional services:

Glenn Associates, of Jenkinsville, SC will provide surveys at 4.4% (\$27,900) of the contract value.

Freeze & Nichols, of Charlotte, NC will provide H&H analysis at 24.3% (\$155,440.60) of the contract value.

4D Engineering, of Lexington, SC will provide stormwater, transportation and overlays at 4.8% (\$30,520.80) of the contract value.

F&ME, of Columbia, SC will provide geotechnical field and lab services at 11.2% (\$71,760.50) of the contract value

REQUISITION NO.: R198111

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 2539999-SS748901-658650. The original budgeted amount is \$638,739.38.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

The above referenced Agreement will encompass the following:

Task 1 - Mapping/Field Reconnaissance

Task 2 - Historic Data

Task 3 - Hydrologic and Hydraulic (H&H) Analysis

Task 4 - Subsurface Investigation and Geotechnical

Task 6 - Highway Encroachment Study

Task 8 - Protective Levee Location Optimization

Task 9 - Engineer's Recommendation and Phase 2 Scope of Services

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Weston&Sampson.2019.DR4241 HMGP Metro WWTP Flood Protection Engineering.SS7489 (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ002-18-19-NMJ DR4241 Hazard Mitigation Grant Program Metropolitan Wastewater Treatment Plant Dike Upgrades/Flood Protection Phase I Engineering Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Engineer"). The Engineer will analyze and assess hydrologic/hydraulic conditions; determine suitability of materials for construction; evaluate subsurface conditions for levee alignment; assess and mitigate potential impacts caused by the proposed levee protection system; develop alternates to provide a 500-year flood protection for the Metro Plant. The Engineer will provide preliminary design for the preferred alternate; provide an opinion of construction costs; provide estimates for pre-project and post project damages and their corresponding recurrence intervals for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

The Engineer's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Engineer makes no other representations or

warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services within the original scope of the Engineer or recommended by the Engineer and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of the *Notice to Proceed* for an initial term of ten (10) months. The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

The Engineer acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Engineering Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

- A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Six Hundred Thirty-Eight Thousand, Seven Hundred Thirty-Nine Dollars and 38/100 (\$638,739.38).

B. Limitation of Funds

Funding for this Agreement is subject to the following terms:

1. The parties estimate that performance of this agreement will not cost the City more than the NOT TO EXCEED amount specified in this Agreement. The Engineering Consultant agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the agreement within the estimated Fixed Price Not-To-Exceed amount.
2. The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, not to exceed the amount specified in this Agreement inclusive of any fee. The Engineer agrees to perform, or have performed, work under the terms of the agreement up to the point that the total amount paid shall not exceed the amount specified in this Agreement.
3. The Engineering Consultant shall notify the City's Contracting Officer in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.
4. If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Engineer's written request, the Contracting Officer will terminate this agreement on such date in accordance with the provisions of the Termination clause as outlined herein.
5. If the Engineer estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this agreement on that later date.

6. Except as required by other provisions of this agreement, specifically citing and stated to be an exception to this clause.

7. The City is not obligated to reimburse the Engineer for costs incurred in excess of the amount specified in the Contract;

8. The Engineer is obligated to continue performance under this agreement (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the agreement and within the amount allocated by the City for such items and/or services.

9. No notice, communication, or representation in any form other than by modification or amendment of this Agreement or authorization to proceed from the Contracting Officer, shall affect the amount allocated by the City within this agreement.

In the absence of the specified notice, the City is not obligated to reimburse the Engineer for any costs in excess of the total amount allocated.

10. When, and to the extent that the amount allocated by the City in the agreement is increased, any costs the Engineer incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

11. Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in this Agreement, unless they contain a statement increasing the amount allocated.

12. Nothing in this clause shall affect the rights of the City to terminate this agreement. If this agreement is terminated, the City and the Engineer shall negotiate an equitable distribution of all property produced or purchased under the terms of the agreement, based upon the share of costs incurred by the parties.

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

D. Invoicing Procedures: See Exhibit D

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

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

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

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or his/her designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

F. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to

bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

G. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>4.78</u>	%
LSA	<u>N/A</u>	%

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

7. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured with the exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Engineer's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Engineer agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Engineer's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Engineer's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Engineer agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the

Engineer in performance of services under this Agreement. This indemnification expressly excludes the duty of the Engineer to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Engineer's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

8. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the

approvals and/or permits identified by the Engineer and pay any costs relating to same.

- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF ENGINEER** – The Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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

12. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
13. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's subcontractors or consultants.
14. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

Weston & Sampson Engineers, Inc.

Name: William (Bill) H. Davis, PE
 Title: Team Leader
 Address: 1201 Main Street, Suite 1850
 Columbia, SC 29201
 Phone: (803) 667-9904
 Email: DavisW@wseinc.com

15. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the

- scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.
- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer 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, promotion, 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 Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Engineer to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Engineer agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under this Agreement.

O. Federal Funding Conditions: The Engineer must comply with the conditions of federal funding as follows:

1. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Engineering Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Engineering Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Engineering Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Engineer represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Engineering Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Engineering Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

4. AMERICANS WITH DISABILITIES ACT: Engineering Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Engineering Consultant and the activities to be performed by Engineering Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Engineering Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Engineering Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Engineering Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Engineer will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Engineer agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

- P. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by

Weston & Sampson Engineers, Inc.
DR4241 HGMP Metro WWTP Flood Protection Engineering – SS7489

reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Robert L. Horner, PE, VP
Regional Manager

WESTON & SAMPSON ENGINEERS, INC.

Print: Name/Title

Signature

Date: 7-1-19

Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

List of Exhibits

Exhibit A – Scope of Services and Schedule

Exhibit B – Fee

Exhibit C – Sub Engineering Consultant/Subcontractor Business Information Form

Exhibit D – Invoicing Procedures

Exhibit E – Prompt Payment Affidavit



PHASE 1 ASSESSMENT STATEMENT OF WORK

EXHIBIT A

INTRODUCTION

A. PROJECT OVERVIEW

The City of Columbia (**CITY**), is requesting engineering services for the Metro Wastewater Treatment Plant (**Metro Plant**) Levee Protection Project for the City of Columbia, herein referred to as the **PROJECT**. The City has been awarded, by the Federal Emergency Management Agency (**FEMA**) under the Hazardous Mitigation Grant Program (**HMGP**), a grant to study protective upgrades and flood protection for the Metro Plant.

The CITY owns and operates the Metro Plant facility located between Gills Creek and the Congaree River. It is approximately three miles south or downstream of Columbia, SC (See Figure 1). The Metro Plant facility encompasses approximately one hundred (100) acres and is bordered by a river levee along the Congaree River on its western boundary and Gills Creek is located east and south (See Figure 2 and 3). The City's strategy consists of a phased approach to develop a levee or dike system that will provide a 500-year flood protection for the Metro Plant and allow elevated road access during flood events. Phase 1 will be to analyze and assess hydrologic/hydraulic conditions, determine suitability of materials for construction, evaluate subsurface conditions for levee alignment, assess and mitigate potential impacts caused by the proposed levee protection system, develop alternates to provide a 500 year flood protection for the Metro Plant, preliminary design for the preferred alternate, provide an opinion of construction costs, provide estimates for pre-project and post project damages and their corresponding recurrence intervals. The Engineer's data and reports will be used as supporting documentation for the Benefit Cost Analysis (BCA) which will be performed by Landmark Consulting.

In early October 2015, an historic flooding event took place in South Carolina. Parts of Columbia experienced rainfall that exceeded once-in-a-thousand-year levels. Almost two feet of rainfall fell in less than 48 hours. Rainfall caused historic flooding and unprecedented damages to the CITY. During the October 4, 2015 storm event, high water levels in the Congaree River caused an overtopping failure of part of the river levee. During the storm the river reached elevation greater than 139.0 elevation with a river flow estimated to be between the 10-year and 50-year floods while the water level surrounding the plant precluded access for several days. A post-flood assessment found that several system controls at the facility and all access points were completely inundated. Additionally, the facility operated under extraordinary influent quantities exhausting available supplies for treatment. The continued operation of the facility is paramount to treatment of wastewater from the City as well as devastating to the ecosystems and environment, if lost.

B. PURPOSE

The City has developed an integrated Scope of Services for engineering conceptual design for the installation of a safe and reliable levee protection system in accordance with the City, State and Federal requirements. The integrated Scope will require detailed Hydrologic and Hydraulic (H&H)

Analysis, Geotechnical Analysis, identify SCDOT Encroachment and Traffic permitting needs, and requirements for an emergency exit from I-77. The scope also requires providing supporting documentation for the Benefit Cost Analysis (BCA). The assessment data will be used to develop a conceptual design for the levee protection system, and emergency access connector. The Project must optimize the protection system with the existing and future operational plans of the facility. It must address effluent and storm water discharge concerns for the facility and minimize or mitigate impacts to the local area. The design shall provide a 500-year flood level of protection for the Metro WWTP.

C. PROJECT LIMITS AND DELINEATION

The limits for the protective levees have been established to be all within CITY property surrounding the Metro Plant. The ownership of these properties must be determined. For discussion purpose in the following Scope of Services, the Project is generally delineated into two (2) contiguous areas. The two contiguous areas share a common limit that is the boundary of the Metro Plant Fence. For discussion purposes, these two contiguous reaches are referred to as the following.

- Area 1: Metro Plant Facility which extends to the fenced boundaries surrounding the facility on three sides and includes the river levee on the west boundary.
- Area 2: City owned or other properties which surrounding 3 sides of the Metro Plant and are used for agricultural purposes.

D. STATE AND FEDERAL FUNDING SENSITIVITY

The CITY's need to complete the work by capitalizing on available funding source and grants. These may include, but are not limited to, maximizing Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), and Housing and Urban Development (HUD) disaster recovery funding for both the October 2015 flood and possible future events. The City must maintain cognizance of possible funding impacts from conclusions/recommendations/decisions made during Phase 1.

E. DELIVERABLES

All Deliverables will be presented in a form that is suitable for submittal of the BCA.

- **Criteria**
Requirements and concerns for SCDHEC and USACE will be identified; and will provide the basis for subsequent permitting by the United States Army Corps of Engineers (USACE) for work in the waters of the United States. FEMA is a funding agency for the project; and hence all work required to satisfy FEMA requirements for design and construction will be identified.
- **Technical Basis Reports (TBRs)**
Completion of Tasks – where listed in the Scope of Services below and culminate in preparation of a Technical Basis Report (TBR) deliverable.

➤ **Deliverable Submission(s) in Electronic Format**

For proposal preparation purpose, it is understood that all Deliverables (e.g. TBRs) will be made using standardized electronic format; except for delivery of a permanent record in hard-copy format after CITY's approval.

Electronic submission of Deliverables will be made on a solid-state portable "stick type" drive. All documents will be submitted in Adobe Portable Document Format (PDF). In general, documents will be saved from the original software application (e.g. MSWord, Excel, AutoCAD), where possible, at a minimum 600 dots per inch (DPI). Image documents (e.g. TIF, JPG, etc.) and letters/documents from outside sources, will be scanned into .PDF format, at a minimum of 600 DPI. Where possible, searchable PDF documents will be furnished; and drawings will be furnished in PDF format at full-size of the original drawing sets, using visual bar scales. Sample electronic deliverables, with standardized file-naming convention, for review and acceptance will be submitted for CITY review and approval.

➤ **Final Deliverable Submission in Hard-Copy Format**

After CITY's approval of the final Phase 1 Assessment (Task 9), three (3) multi-volume bound hard-copies will be submitted to the CITY. *For proposal preparation purpose, it has been assumed that no other paper copies of Deliverables will be required.*

➤ **Electronic Deliverable for Permanent Record (end of Phase 1 Services)**

At completion of Phase I services, all supporting documents for the Phase 1 Assessment will be delivered to the CITY on a portable hard drive for the permanent record, including AutoCAD files for base plans and Plan Overlays that were prepared for the Phase 1 Assessment.

F. SCHEDULE

The Phase I Assessment will be completed within ten (10) months from the date of Notice to Proceed (NTP). In accordance with City, State and Federal requirements for this Project, allowable reimbursement can only be submitted and approved for work conducted after the NTP.

G. SUMMARY OF WORK

- TASK 1 – Mapping/Field Reconnaissance
- TASK 2 – Historic Data
- TASK 3 – Hydrologic and Hydraulic (H&H) Analysis
- TASK 4 – Subsurface Investigation and Geotechnical
- TASK 6 – Highway Encroachment Study
- TASK 8 – Protective Levee Location Optimization
- TASK 9 – Engineer's Recommendation and Phase 2 Scope of Services

SCOPE OF SERVICES

DR4241 Columbia Metro Levee Projection Project Phase 1 Assessment

Weston & Sampson, Incorporated (WSE)

Freese and Nichols, Inc. (FNI)

TASK 1 — MAPPING/FIELD RECONNAISSANCE

A. BASE MAPPING AND INITIAL FIELD RECONNAISSANCE

An initial site visit will be performed by key team members including; Team Leader, Geotechnical PM and driller. The Topographic survey mapping (circa January 2014, 1" = 30' scale with 2-foot contour interval) of the Metro Plant will be provided along with the raw data collected. This information is essential and shall be used to prepare the conceptual plans and the model for H&H analysis. No additional surveying is anticipated for Phase 1.

B. SURVEYING OF PASSAGEWAYS ON CONGAREE LEVEE

Surveying up to 18 visible pipes/creek beds entering through the Congaree Levee from breach south of I-77 at Finlay Property to low head dam near Vulcan. Provide photos of each location for reference.

Assumptions:

- *Project limits will typically be within 200 feet from river edge/inwards.*
- *Budget is for up to 18 passageways through levee.*
- *Accuracy of surveying will be within 5' horizontal and 0.2 feet vertical in SC state plane coordinates, NAD83 (2011). Adjustment vertical datum will be NAVD 88'.*
- *Visible, obvious, and accessible outfall inverts will be surveyed where permissions are not required.*
- *Visible, obvious, and accessible inlets will be surveyed where permissions are not required.*
- *Every reasonable attempt will be made to locate and survey outfalls and inlets.*
- *A brief description of each passageway will be included with photos.*
- *Deliverable will be AutoCAD DWG at 1"=400' plottable scale.*
- *Survey coordinate data will be provided.*
- *9 field work and 3 office days were assumed for fee development purposes.*
- *Location above 18 will be additional services.*

C. PLAN OVERLAY OF KNOWN UTILITIES

Utilize WWTP piping plan, provided by the CITY in SC State Plane coordinate system in AutoCad format, for piping in Area 1.

City to provide drawings for known utilities within Area 2.

The City will provide information for known utilities (both overhead and underground) for future reference. The Plan Overlay of Utilities will be worked with the base plans and other plan overlays provided by the City to:

Identify locations where measurable ground surface change has occurred,

Identify avoidance areas, and

Maximize beneficial use of the project site.

This Plan Overlay will be an essential resource for future reference and to complete the hydrologic and hydraulic analyses, consider levee repair and placement strategies and complete the Phase I Assessment.

D. GEOTECHNICAL-RELATED FIELD RECONNAISSANCE

A geotechnical-related desktop literature review will be completed based on readily-available information in the office and information provided by the City to develop an understanding of the overall subsurface setting and regional geology, and to develop a punch-list of items that are anticipated to be of interest during the subsequent field reconnaissance. Using the results from the desktop literature review, a geotechnical-related field reconnaissance will be performed that generally entails visual evaluation, observation, and documentation of the levee embankments of concern. Field reconnaissance of the Congaree River levee will extend 3/4 mile up and down stream of the Metro Plant or beyond the potential impact to the Metro Plant. Key observations will be documented in field observation reports, field sketches based on hand-taped measurements and a hand-held GPS unit, and GPS coded digital photographs. Observations regarding damage caused by the flood will be segregated where possible from typical observations.

Evidence of displacement, cracks, sinkholes, heave, springs, wet spots, and sand boils,

- Cracking, desiccation, and deterioration,
- Abnormal vegetation growth, surface erosion, animal borrows, and trees,
- Embankment depressions, crimped and bulged areas, slumps, and evidence of slope instability,
- Surface erosion, scour damage, inadequate slope protection, concentrated surface runoff,
- Evidence of dispersion, suspended solids, suffusion/suffosion, and surface stains,
- Surface erosion, erosion gullies, internal erosion, backward erosion piping, sand boils, concentrated leak erosion and ponded areas,
- Dike penetration(s) and utility crossing(s),
- Through-seepage, under-seepage, and leakage, and
- Indicators of internal stress and excess pore pressure.

In addition to the items listed above, existing structures at/near the embankment (levee) will be observed, including but not limited to existing SCDOT bridge substructures, overhead transmission tower foundations and remains of visible abandoned structures.

Assumptions:

- ***Access agreements to the levees, properties, and WWTP will be obtained by others.***
- ***The City will provide the Engineer with existing information related to the river, including a list of any past problems.***
- ***The City will provide the Engineer with available soil boring information in the area.***
- ***Site observation of levees upstream and downstream of the WWTP along the Congaree River will extend up to ¾ miles in each direction and may be limited by accessibility.***

- *The engineer will use a handheld GPS device to locate observations in the field. The team will prepare field observation reports with description of observations, photographs, and sketches where appropriate.*

A TBR will be prepared to summarize results of field reconnaissance for this sub-task and this information will feed Task 4.

E. PLAN OVERLAY OF SIGNIFICANT RECONNAISSANCE DATA AND FEATURES

Relevant geotechnical-related, hydrologic- and hydraulic-related data from the desktop literature review and field reconnaissance as well as annotations from impacted utilities will be presented on Plan Overlays that will be worked with base plans and other plan overlays to identify avoidance areas and maximize beneficial use of the project site. The Plan Overlays will be an essential resource for future reference and to develop and execute subsurface investigation, complete the levee seepage and stability analysis, consider levee repair and placement strategies, and complete the Phase 1 Assessment.

TASK 2 — HISTORICAL DATA

A. DATA GATHERING

To fill in gaps that may not have been gathered previously by others during the 2015 Federal Disaster, contact and gather readily-available historical data that is relevant to the Project, from the following sources:

- SCDHEC. Contact SCDHEC Dam Safety and request historical data for the Congaree Levee inclusive of: any drawings of all structures associated with the levee, topographic drawings of the river levees, and documents relative to compliance with dam safety requirements.
- Provide the CITY's Project Manager a list of information to be obtained from the CITY file archives.
- SCDOT. Obtain readily-available bridge plans for structures that cross over the Congaree River and Gills Creek within the project limits.
- SCDNR. Contact the South Carolina Department of Natural Resources (SCDNR), which is operating under a Cooperating Technical partners (CTP) flood study mapping agreement with FEMA, to obtain the current preliminary HEC-RAS model for the river system, FEMA flood insurance study (FIS) and breach data reports.

Historical data gathering to include contacting each agency with a request for available data by letter, email, and phone call.

TASK 3 — HYDROLOGIC AND HYDRAULIC (H&H) ANALYSIS

A. DESIGN CRITERIA MEMORANDUM: HYDROLOGIC AND HYDRAULIC ANALYSIS

A Design Criteria Memorandum (DCM) will be developed to identify the analyses and investigations to be performed in order to evaluate the existing and proposed Levees and critical structures. The DCM will describe the means, methods, and assumptions to be used in the analyses.

B. HYDROLOGIC MODELING

Available hydrologic models will be reviewed and used as a basis of comparison for the model along with the FEMA Flood Insurance Study flows and existing gage and rainfall data. Peak flow rates and hydrographs for the 100 and 500 year storms will be determined. This information will be used for several other tasks including the Site-Specific Breach (Task 3F) and River Flooding Evaluation (Task 3C). The following items will be included in this Task:

1. Data Gathering

- Obtain Existing Hydrologic Models for the Creek and River
- Obtain USGS Gage and Rainfall Data
- Obtain Historical Rain Records, Historical Flood Records, Base Flow Information, etc.
- Obtain Drainage Basin GIS Data Layers for Land Use, Soils, Topography, etc.

2. Review Existing Hydrologic Models

- Compare Existing Hydrologic Model Flows to Historic and Published Flows
- Analyze USGS Gages within the River and Creek System

3. Develop Congaree River and Gills Creek System Hydrologic Model

- Conduct a gage analysis on the Congaree River at the USGS gage at Gervais Street
- Unit Hydrograph Selection and Development
- Summary of river flows for the 100- and 500- year storm events

C. RIVER AND CREEK FLOODING EVALUATION

Analyze the existing and post project flooding conditions along the Congaree River and Gills Creek in order to evaluate potential project alternatives. A new 1D/2D HEC-RAS 5.06 model will be developed as the corrected effective model. The model will be utilized to determine impacts and/or increases to the current floodplain and floodway. Preliminary design of the levee system shall be to provide a 500-year level of protection. The following items will be included in this Task:

1. FEMA Evaluation

- Duplicate Effective Model
- Corrected Effective Model - will develop 1D/2D HEC-RAS 5.06 model.
- Pre-Project Conditions Model
- Identify the facilities that will be protected upon completion of the project.
- Predict the Pre-Project 100- and 500-Year Flood Levels and Damage Consequences

2. Existing Conditions Evaluation (Within Area 1 & 2 Project Limits)

- Breach Analysis (See below)
- Structure Deficiencies (Existing Levee on Congaree)
- Localized Flooding
- Bridge Impacts
- Develop GIS Mapping of the Existing Conditions for the two Storm Events

3. Alternative Analysis

- Post-Project Conditions Model and GIS Mapping for the selected alternative
- Post-Project 500-Year Flood Levels and Damage Consequences (WSE for Metro WWTP)

- CLOMR/LOMR Evaluation (Does not include CLOMR/LOMR fees)
- FEMA Coordination

D. INTERIOR DRAINAGE RUNOFF EVALUATION

Perform a conceptual analysis to calculate the volume of stormwater, using the Rational Method, that will be detained within the levees during a storm event. Determine the estimated location, size, and cost for pump stations that will be needed to remove the water during a 500-Year flood event. This preliminary concept will be to approximately the 10% design level and will primarily be used to evaluate projected location and preliminary size of culverts, gates, and pump stations to allow drainage of the levee interior during required county design storms and large flood events.

E. SITE-SPECIFIC LEVEE BREACH ANALYSIS

Develop a Site-Specific Levee Breach Analysis for the Congaree River Levee System. The analysis will be based on the current preliminary HEC-RAS model for the river system as reviewed. Any updates needed will be presented in River Flood Evaluation (Task 3B). The HEC-RAS model will be reviewed to insure compliance with the current conditions and FEMA recommended modeling procedures. Due to the length of the river levee, we anticipate modeling a breach at three separate locations. The resulting breach waves from the river levee will be depicted on the project GIS mapping so that potential hazards can be identified. Breach parameters will be based on guidelines (SCDHEC/USACE) and current standard of practice versus physical parameters models discussed in Overtopping Evaluation Section 3E. The following items will be included in this Task:

1. Levee Breach Model

- Breach Parameter Development
- Breach Location Selection (one downstream of I-77 and one upstream of the WWTP)
- Develop GIS Inundation Mapping (plan overlays)

F. PLAN OVERLAYS

Provide plan overlays to depict the results of the analysis for inclusion in the Base Map.

G. TBR: HYDROLOGIC ANALYSIS AND HYDRAULIC ANALYSIS (H&H) (SEPARATE REPORTS)

A stand-alone TBRs will be prepared to summarize and present work products from the Task 3 Hydrologic Analysis and Task 3 Hydraulic Analysis. The TBR will: identify the means, methods, and assumptions used to perform the work; data obtained in a concise organized format with tabular summary(ies); a plan and figures as needed to consolidate and present the data obtained; and an executive summary. Information from the reports will be used to enhance the subsurface investigation and geotechnical analyses.

H. QA/QC INTERNAL AND EXTERNAL

Internal (WSE) and External (FNI) QA/QC will be performed.

TASK 4 — SUBSURFACE INVESTIGATION AND GEOTECHNICAL ANALYSES

A. SUBSURFACE EXPLORATION PLAN

The subsurface investigation will be performed in accordance with ASTM and SCDHEC Guidelines. It is anticipated that standard drilling and sampling techniques will be utilized during the subsurface investigation.

A boring location plan will be developed and submitted to the **CITY** for review and approval. Historical data and field reconnaissance will be utilized to refine the proposed borings location plan, in combination with available survey data. The boring location plan will include proposed borings locations, estimated boring depths and criteria for additional borings. **The Engineer shall be responsible for verifying all information stated below. The Engineer shall make changes as necessary and include the changes in the proposal.**

B. FIELD INVESTIGATION

A subsurface exploration program will be conducted to generally understand subsurface conditions in the area and the existing levee, for conceptual design purposes.

The proposed field investigations are described below:

1. Levee Borings

Borings will be performed to develop representative subsurface sections at an approximate 800-foot interval (spacing) along the length of the existing river levee, defined as the Congaree River levee section adjacent to the WWTP (approximately 4,500 ft). Water levels at time of drilling completion and 24-hour water levels will be measured.

The subsurface investigation presently does not include any boring along Gills Creek.

Due to expected variation in embankment thickness, depth of soil overburden and changes in bedrock elevation, boring depths are anticipated to range from about thirty (30) to eighty (80) feet in depth (not including rock coring). Borings will be properly backfilled in accordance with ASTM/SCDOT standards.

Assumptions:

- We propose to conduct 5 SPT borings along the river levee. For budgeting purposes, we assume the borings will extent to 60 ft. depth. We will also conduct 2 CPT borings, one to obtain information provided by CPTs and the other to calibrate the CPT to the SPT boring. Borings will be drilled from the levee crest. Short term depth to groundwater will be measured in each SPT boring.***
- We assume borings at the toe of the levee (within the WWTP) exist and will be shared with the engineer. We propose to conduct 2 SPT borings at the toe of the levee to 30 ft depth for confirmatory purposes.***

2. New Levee Subsurface Borings

At a frequency to be determined by the Engineer, borings and sampling will be performed on the proposed center line alignment for the new levees and ramps such that a subsurface section or profile can be developed and used for suitability study.

Boring depths are anticipated to range from about fifteen (15) to thirty (30) feet in depth or as determined by the Engineer (not including rock coring). The Engineer shall specify the number of boring that will be spatially located at extended to auger refusal. Rock coring will be performed after auger refusal is encountered, at designated borings. Rock coring will be performed to a depth of five (5) feet below the point at which auger refusal was achieved. The core sample will be measured in the field to determine REC (recovery) and RQD (Rock-quality designation). Borings will be properly backfilled in accordance with ASTM/SCDOT standards.

Assumptions:

- ***16 borings to 30 ft depth are assumed. 8 Borings will be drilled using the SPT method. 8 borings will be drilled using the CPT method. 3 additional SPT borings will be drilled to top of refusal, assumed to be at 60 ft. We assume 5 ft rock cores will be collected in 3 of the borings.***

C. LOGISTICS FOR SUBSURFACE INVESTIGATION

For the subsurface investigation details herein, there will be numerous access conditions that require various levels of manpower, skill, and equipment. For proposal preparation purpose, it is anticipated that the following will be required to respond to the logistics associated with the subsurface investigation:

- Non-ATV mounted drill rig
- ATV mounted drill rig – we assume all borings will require and ATV rig
- Mechanized clearing equipment – we assume 2 days for clearing
- Hand clearing – we assume no hand clearing will be required
- Private utility locates – we assume private utility locates will not be required
- Traffic control/lane closures – we assume traffic control, except for cones, are not required at this stage
- Drill rig support equipment
- Boring locations will be based on handheld GPS readings with sub-inch accuracy.

Engineer Comment:

The exploration program, including the number and depth of borings, number of days of drilling, and number of laboratory samples are estimated based on our current understanding of the project, our stated assumptions, and the general subsurface conditions anticipated for the site. The exploration program may need to be adjusted based on actual conditions encountered, such as shallow bedrock, or thick deposits of loose or compressible materials to fit the field exploration budget developed as described above.

More detailed and extensive studies and subsurface explorations will yield more information, which may help manage risk of unknown conditions. Within the limitations of scope, schedule and budget presented herein, our services will be executed in accordance with the generally accepted practices in this area at the time of the work. Weston & Sampson does not accept any responsibility for disruptions to underground structures or utilities which are unknown or have not been marked.

D. LABORATORY INVESTIGATION

All laboratory testing will be performed in accordance with the appropriate ASTM Standards in an AASHTO Accredited USACE Certified laboratory. A laboratory testing program will be implemented to obtain engineering properties of soil and rock for geotechnical-related analyses. A review of the samples obtained during the subsurface investigation will be performed. Representative samples will be selected and prepared for laboratory testing. Laboratory testing on representative samples will be performed to generally identify the following:

- Physical soil properties:
 - Grain size distribution (mechanical sieve and hydrometer) – we assume 40 grain size analyses and 20 hydrometer analyses
 - Plasticity characteristics (Atterberg limits) – we assume 20 Atterbergs
 - In-place density (undisturbed sample) – we assume 5 in place densities
 - In-situ moisture content – we assume 40 moisture contents
 - Soil compaction characteristics (Proctor densities) – we assume 6 proctors
- Mechanical soil properties (undisturbed and remolded samples):
 - Soil shear strength (triaxial shear and direct shear) – none
 - Soil consolidation – we assume 4 tests
- Hydraulic conductivity
 - Constant head - undisturbed samples – none
 - Constant head - remolded samples – none
- Internal erosion susceptibility
 - Pinhole dispersion test – assume 4 tests
- Electrochemical properties
 - Soil – assume 2 tests
 - Water – assume 2 tests
- A review of the rock cores will be performed. Representative core samples will be selected and tested in the laboratory to identify:
 - Rock quality designation – will be defined in the field
 - Compressive strength – none

E. TBR: SUBSURFACE INVESTIGATION

A stand-alone TBR will be prepared to summarize and present the work product for the subsurface investigation, which will serve as a “Data Report” to document subsurface conditions encountered. The TBR will: identify the means, methods, and assumptions used to perform the work; data obtained in a concise organized format with tabular summary(ies); a plan and figures as needed to consolidate and present the data obtained; and an executive summary. In addition, this TBR will contain an introduction, project description, and the purpose and scope of the subsurface investigation performed. The narrative portion of this will be relatively short, with the Appendices of the report being large. The Appendices will contain project and testing location plans, field exploration (boring logs), and the results of all laboratory and field testing. Each field exploration record will contain the

location of the testing and corresponding testing location plan. The laboratory testing results will indicate the location and depth of each sample clearly on the test result. The TBR will be referenced as applicable in the Phase I Assessment Report (Task 9), which will address the various protective options identified.

F. GEOTECHNICAL ANALYSES FOR EXISTING RIVER LEVEE ALONG WWTP

Stability and seepage analyses of the existing levee system will be performed in accordance with SCDHEC. Additionally, static, and seismic conditions will be evaluated through Shear Wave Velocity data obtained during the subsurface investigation. These analyses will be performed at a discrete location along the existing Levee.

Based on the test boring information obtained, the existing levee embankment stability will be analyzed at two locations for the following loading conditions, based on the prevailing seepage condition(s).

- Steady state seepage and slope stability with maximum storage pool (upstream and downstream slopes)
- Steady state seepage and slope stability with surcharge pool (downstream slope)
- Earthquake (for steady stage seepage condition with seismic loading using a pseudo-static lateral force coefficient, upstream and downstream slope)

If the above analyses show that the existing levee is inadequate for the maximum storage pool, a proposed levee section will be analyzed for the same conditions. The proposed levee analyses will be conducted as a feasibility level study to gain an understanding of improvements needed to upgrade the levee.

A qualitative assessment will be made regarding the potential and magnitude of future loss of freeboard as a result of levee settlement.

Liquefiable conditions are not anticipated. Therefore, a deterministic seismic hazard evaluation will not be performed to arrive at earthquake ground motion parameters for analysis of seismic loading conditions. Seismic parameters will be obtained based on shear wave velocity measurements using the CPT drilling method, and N value measurements using the SPT drilling method.

The study will be performed to gain understanding of its existing condition and what, if any, improvements would be required to conform to SCDHEC and USACE requirements. Our findings will be summarized in a short letter.

G. DESIGN GRADING FOR NEW LEVEES, COST ESTIMATES, AND OPINION LETTERS

1. DESIGN GRADING FOR NEW LEVEES

The preferred alternative for the new levees (1 configuration) will be designed to 10% design for cost estimating purposes, which will include location, height and width of new levees. Design drawings will show as basic details.

2. COST ESTIMATES

Cost Estimate: A cost estimate will be developed for each of the improvements in the study and will be utilized for developing the optimal plan in Task 9.

3. OPINION LETTERS

Letters of Opinion for Existing Levee, Borrow Area, and New Levee will be developed.

TASK 6 — HIGHWAY & ROAD ENCROACHMENT STUDY

A. Highway & Road Encroachment Study

Provide a study that will analyze the requirements for the placement of drive over ramps along Simmon Tree Ln. or Metro Ln. for plant access. Highway and road plans will be obtained for use in the study. Simmon Tree Lane and Metro Lane will connect to local secondary roads outside the protection area. Simmon Tree Lane will serve as the primary access by all traffic entering the Metro Plant. Additionally, an emergency access road from I-77 South will be considered allowing access to the Plant, which will provide access during flood events. The study will identify the necessary County, State and Federal permits as well as requirements for traffic studies needed to request approval for the encroachment permits. Conceptual overlays for the ramps and emergency exit will be incorporated into the base map. This information will be utilized in Task 8 and will include:

- Ramp 1: Simmon Tree Ln. (S-539) drive over ramp will be utilized within the protection area. The ramp will be constructed to provide passage over/down inside of the Metro Plant protection levee. The ramp will be used for all primary traffic, flowing to and from the plant.
- Ramp 2: Metro Ln. (S-537) drive over ramp will be utilized within the protection area. The ramp will be constructed to provide passage over the protection levee leading into the Metro plant. The ramp will allow secondary access to the plant under normal conditions.
- Emergency access: An emergency access route will provide an entry/exit to the Metro plant during a 500 year flood event. This access will be from I-77 South and connect to Metro Ln. (S-537).

Cost Estimate: A cost estimate will be developed for each of the improvements in the study and will be utilized for developing the optimal plan in Task 9.

B. TBR: Highway & Road Encroachment and Plan Overlays

A TBR will be prepared to summarize permitting requirements and costs options for each of the ramps, road improvements, and the emergency access for the study area.

Provide plan overlays to depict the results of the study for inclusion in the Base Map.

TASK 8 — PROTECTIVE LEVEE LOCATION OPTIMIZATION AND PROJECT ADMINISTRATION

A. EVALUATION OF OPTIONS

A meeting will be conducted to discuss findings and recommendations. At this meeting the City will direct consultant on selected alternative for proceeding with Task 9.

B. PROJECT ADMINISTRATION

As the project develops monthly update calls will be held. Each month, along with the invoice, a status report will be submitted for review and approval. The following items will be part of this task:

- Review of the Metro WWTP Master Plan
- Two (2) meetings with City, one with Metro WWTP staff and one with City Management, to determine future plans for Areas 1 and 2
- Four (4) Status Update Calls with the City
- Six (6) Internal Project Team Meetings and Monthly Status Reports
- Six (6) Invoices with time and material backup will be created for the project

TASK 9 — ENGINEER’S RECOMMENDATION AND PHASE 2 SCOPE OF SERVICES**A. RECOMMENDED PREFERRED OPTIONS AND OPINION OF PROBABLE COST**

Selected alternative from Task 8 will be included and refined for final plan overlay to be on the Base Map. This information will be the basis for the Opinion of Probable Cost (OPPC). Based on the data obtained and analyses performed, a recommend option will be provided to the CITY for review and comment.

An OPCC for the Pre-Project Metro WWTP facility damages as a result of a 100-year and 500-year storm shall be prepared by the Engineer

The Engineer shall also prepare an OPCC for the Post-Project damages as a result of a 100-year and 500-year storm.

In addition, the Engineer shall prepare an OPCC from the information provided by the Assessment and the decisions provided in the PER. The OPCC will provide sufficient information for the construction of the Levee Protection System and Emergency Access including any additional appurtenances and/or enhancements, to the existing facility, needed to complete the work. The OPCC provides the line item estimate details necessary to understand the labor, materials, supplies, and subcontractors by a work breakdown structure for each component of the Levee Protection and Emergency Access including system options. The estimate will include engineering costs associated with planning, permitting, and design required to complete the project(s).

B. RECOMMENDED PHASE 2 SCOPE OF SERVICES

After the CITY and the key stakeholders have reached consensus with common vision, a Phase II Scope of Services will be developed and submitted to the CITY for review and comment.

C. OVERLAY EDITS AND EXHIBITS

Final plan overlays for the base map and exhibits will be created for use in the Phase II Scope of services.

Exhibit B

DR4241 - Hazard Mitigation Grant Program Metro WWTP Dike Upgrades/Flood Mitigation Phase I Project - DRAFT FEE 5/3/19

Labor Rates																					
Staff		Homer Frank Tulin	Davis Baskin	Zerilli/Josh /Blair			Eaton Lambert		Keefe Hines Coleman			Duke	Mary								
Title			PM/Team Leader 4D-Priv/SPM	Sr. Civil Engr/J4D-PM	3 Man Crew		Electrical Engr	Civil/Environ Engr	Geotech/Sr uc Engr Environ Engr 2	Constr Admin Project Estimator Principal Surveyor	2 Man Crew		Prj Archaeo/Geo m Environ Scientist Engr 1	Billing Clerk Backhoe Op	CADD Tech Surveyor	Arch Field Dir Admin Asst Party Chief	Archaeo Field Tech/Arch Lab Tech				
Burdened Rate from Appendix XI		216.20	170.00	150.00	165.00	151.08	115.00	115.00	115.00	105.00	92.00	95.00	95.00	70.00	63.16						
Loaded Rate (ELM) with 8% Profit added		233.50	183.60	162.00	178.20	163.17	124.20	124.20	124.20	113.40	99.36	102.60	102.60	75.60	68.21						
Fee Summary																					
Task No.	Task Description	Labor Hours for Indicated Classification/Grade Level													Total Task Hours	Billable Labor	WSE Sub Consultant Labor Markup	Sub Consultant Expenses (ODCs)	WSE Expenses (ODCs)	Task Total	
1	Mapping/Field Reconnaissance	40.0	160.0	180.0	108.0		144.0		22.5		40.0	2.0	61.0	6.0		764	\$118,692.54	\$3,427.63	\$3,296.50	\$2,645.00	\$128,061.67
A	Base Mapping and Initial Field Reconaissance	16.0	86.0	20.0												122	\$22,765.54	\$1,439.35	\$250.00	\$580.00	\$25,034.89
B	Survey of Passageways on Congaree Levee				108				23			2	21	6		160	\$24,853.50	\$1,988.28	\$3,046.50		\$29,888.28
C	SC811 Utility Location and Annotated Plan Overlay		8							24						32	\$3,853.44				\$3,853.44
D	Geotechnical-Related Field Reconnaissance - Desktop	24	50	160			120						40			394	\$59,711.90			\$2,065.00	\$61,776.90
E	Plan Overlay of Significant Reconnaissance Data and Features		16				24			16						56	\$7,508.16				\$7,508.16
2	Historic Data/Permitting Evaluation (Construction)		16				8									24	\$3,931.20				\$3,931.20
A	Data Gathering		16				8									24	\$3,931.20				\$3,931.20
3	Hydrologic and Hydraulic (H&H) Analysis	4	154	528		8	317	24		68			18			1,121	\$167,005.20	\$11,801.81			\$178,807.00
A	Design Criteria Memorandum: H&H Analysis		10	40			20									70	\$10,800.00	\$864.00			\$11,664.00
B	Hydrologic Model		8	40												48	\$7,948.80	\$635.90			\$8,584.70
C	River and Creek Flooding Evaluation		46	175			155	24								400	\$59,027.40	\$4,248.72			\$63,276.12
D	Interior Drainage Runoff Evaluation		31	31		8	4			28			18			120	\$17,144.61	\$853.63			\$17,998.24
E	Site-Specific Levee Breach Analysis		15	80			80									175	\$25,650.00	\$2,052.00			\$27,702.00
F	Plan Overlays		4	20						40						64	\$7,948.80	\$635.90			\$8,584.70
G	TBR: H&H Analysis Report	2	22	78			58									160	\$24,345.79	\$1,550.88			\$25,896.67
H	QA/QC Internal and External	2	18	64												84	\$14,139.79	\$960.77			\$15,100.56
4	Subsurface Investigation and Geotechnical	105	168	281			290			16		108	20			988	\$151,084.44	694	\$59,350.00	5,590	\$216,718.40
A	Subsurface Exploration Plan	8	8	16								8				40	\$6,749.57		\$5,590.00		\$12,339.57
B	Field Investigation	3	22	35			150			16						226	\$30,629.45	\$244.68	\$44,910.00		\$75,784.13
C	Logistics for Subsurface Investigation		4	10												14	\$2,354.40				\$2,354.40
D	Laboratory Investigation		6	10			10									26	\$3,963.60		\$14,440.00		\$18,403.60
E	TBR: Subsurface Investigation	10	20	60			30						60	20		200	\$27,120.96	\$449.28			\$27,570.24
F	Geotechnical Analysis	10	40	60			80									190	\$29,334.96				\$29,334.96
G	Design Grading for New Levees, Cost Estimate and Opinion Letters	74	68	90			20						40			292	\$50,931.50				\$50,931.50
6	Highway & Road Encroachment Study	2	34	64			8			56		40				204	\$27,739.15	\$864.00			\$28,603.15
A	Highway and Road Encroachment Study	2	8	40						40						90	\$12,390.19				\$12,390.19
B	TBR: Highway & Road Encroachment / Plan Overlays		26	24			8			16		40				114	\$15,348.96	\$864.00			\$16,212.96
7	Environmental & Wetlands Documentation																				
A	Jurisdictional Waters Delineation																				
B	Plan Overlays																				
8	Protective Levee Location Optimization and Project Administration	48	8										8			173	\$33,484.86	\$117.50			\$33,602.36
A	Protective Levee Location Optimization	10	8										8			26	\$4,624.56				\$4,624.56
B	Project Administration	38	110													147	\$28,860.30	\$117.50			\$28,977.80
9	Engineer's Recommendation and Phase 2 Scope of Services	34	96	64			8			40		70				312	\$48,082.46	\$933.12			\$49,015.58
A	Recommended Preferred Options and OPCC	4	16				8						30			58	\$7,943.18				\$7,943.18
B	Recommended Phase 2 Scope of Services	30	40	40						40						150	\$24,803.28				\$24,803.28
C	Overlay Edits and Exhibits		40	24									40			104	\$15,336.00	\$933.12			\$16,269.12
Totals:		233	636	1,117	108	8	775	24	23		220	2	305	26		3,586	\$550,019.85	\$17,838.03	\$62,646.50	\$8,235.00	\$638,739.38

Exhibit C

SUB ENGINEERING CONSULTANT/SUBCONTRACTOR BUSINESS INFORMATION

Project: DR4241 HGMP Metro WWTP Flood Protection Engineering – SS7489

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

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

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Agreement	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Glenn Associates	Mark Mills Glenn Associates (803) 545-5297	Survey	\$27,900	4.37%		No
Freeze & Nichols	Ed Dickson Freese and Nichols, Inc. (704) 577-7757	H&H Analysis	\$155,440.60	24.34%		No
4D Engineering	Charlie Deep 4D Engineering (803) 356-0909	Stormwater, Transportation, And Overlays	\$30,520.80	4.78%	SBE, WBE, LBE	Yes
F&ME	Sean Epps F&ME (803) 413-3346	Geotechnical Field and Lab	\$71,760.50	11.23%		No
				%		

TOTAL: \$285,621.90

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

Business Name: Weston & Sampson Engineers, Inc.
 Representative Name / Title: Robert L. Horner, PE / SC Regional Manager
 Date: 6/20/19

Form 710

Invoicing Procedure: Exhibit D

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or a percentage of payment for work completed on the Engineer's invoice.
4. The Engineer will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Engineer shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Exhibit E – Prompt Payment Affidavit

Engineer will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Engineer, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____Copies of invoices and cancelled checks for Engineer at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____All retainage amounts withheld from any Engineer who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Engineer(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Engineer. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____There was no delay in or postponement of any payment owed to a Engineer, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Fleet Division Administrator.

Attach a copy of the written approval from the City of Columbia.

 Company Name

 Signature

 Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

 Notary Public



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for projects SD8159, SD8395, SD8435, and SD8439 for Rocky Branch Capital Improvements Phase I, as requested by Columbia Water. Award to ESP Associates, Inc. in the amount of \$844,356.00. The firm is located in Fort Mill, SC.

PURPOSE: This is a Mentor Protégé Program Project. ESP Associates, Inc. of Fort Mill, SC is the Mentor and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services at 80% (\$675,484.00) of the total contract value. Hybrid Engineering, Inc. a Small Business Enterprise of Columbia, SC is the Protégé is responsible for Engineering Support at 20% (\$168,871.20).

REQUISITION NO.: R196388 R196389 R196390 R196391

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5549999-SD8159-658650, 5549999-SD8395-658650, 5549999-SD8435-658650, 5549999-SD8439-658650. The original budget amount is \$845,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

The above referenced Agreement is to compensate the Consultant for providing the following services:

SD8159 - Gregg and Gervais Street Phase II: The project consists of updating the hydrology and hydraulic stormwater models previously completed by Woolpert for the approximately 339 acre Gregg and Gervais watershed draining much of the eastern portion of downtown Columbia in order to determine stormwater network surcharging locations.

SD8395 - Taylor and Washington 60" Stormwater Network Improvements: The project consists of repairing, replacing, or increasing the size of the existing 60" diameter stormwater network

trunkline along the Taylor and Washington Street corridor in order to alleviate flooding and surcharge in the upstream portions of the Rocky Branch watershed.

SD8435 - Whaley at Railroad Stream Crossing Upgrade: The project consists of an evaluation of the hydraulic loading on the CSX railway stream crossing between Assembly Street and Main/Heyward Street with recommended stormwater improvement design and updated Federal Emergency Management Agency (FEMA) floodplain mapping. The project also includes providing design alternatives to alleviate flooding within Rocky Branch with the design and construction of possible Low Impact Development (LID) or attenuation stormwater infrastructure on University of South Carolina property.

SD8439 - Whaley and Main Stream Crossing Upgrade: The project consists of an evaluation of the hydrology for Rocky Branch from the intersection of Whaley and Main Street to the confluence of the Congaree River and Rocky Branch. An evaluation of the hydraulic loading on the stream crossing at or near the intersection of Whaley Street and Main Street with recommended stormwater improvement design and updated Federal Emergency Management Agency (FEMA) floodplain mapping is also a component of the project.

Services to be performed will impact City Council District 2. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** Agreement - Rocky Branch Capital Improvements Phase I CIPs 8159, 8395, 8435, 8439 Final 06.19.19 (PDF)
- **#b:** 4.0 Rocky Branch Storm CIP Location Map (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

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

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and ESP Associates, Inc., (hereinafter referred to as the “Consultant”), to sentence for purpose to provide service for the following projects:

SD8159 – Gregg and Gervais Street Phase II: The project consists of updating the hydrology and hydraulic stormwater models previously completed by Woolpert for the approximately 339 acre Gregg and Gervais watershed draining much of the eastern portion of downtown Columbia in order to determine stormwater network surcharging locations.

SD8395 – Taylor and Washington 60” Stormwater Network Improvements: The project consists of repairing, replacing, or increasing the size of the existing 60” diameter stormwater network trunkline along the Taylor and Washington Street corridor in order to alleviate flooding and surcharge in the upstream portions of the Rocky Branch watershed.

SD8435 – Whaley at Railroad Stream Crossing Upgrade: The project consists of an evaluation of the hydraulic loading on the CSX railway stream crossing between Assembly Street and Main/Heyward Street with recommended stormwater improvement design and updated Federal Emergency Management Agency (FEMA) floodplain mapping. The project also includes providing design alternatives to alleviate flooding within Rocky

Branch with the design and construction of possible Low Impact Development (LID) or attenuation stormwater infrastructure on University of South Carolina property.

SD8439 – Whaley and Main Stream Crossing Upgrade: The project consists of an evaluation of the hydrology for Rocky Branch from the intersection of Whaley and Main Street to the confluence of the Congaree River and Rocky Branch. An evaluation of the hydraulic loading on the stream crossing at or near the intersection of Whaley Street and Main Street with recommended stormwater improvement design and updated Federal Emergency Management Agency (FEMA) floodplain mapping is also a component of the project.

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of two hundred twenty-five (225)

days, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit F, attached hereto. Schedules will be updated post-award.
6. **COMPENSATION** – (See Exhibit B)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Eight Hundred Forty-Four Thousand Three Hundred Fifty-Six and No/100 (\$844,356.00)
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit C

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>20</u>	%
MBE	<u> </u>	%
WBE	<u> </u>	%
LSA	<u> </u>	%

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

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

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are twenty percent (20%).

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not

be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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

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

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

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

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

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

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

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: 803.545.3470
Fax: N/A
Email: procurement@columbiasc.gov

ESP Associates, Inc.

Name: Neal Banerjee
Title: Water Resources Department Manager
Address: 3475 Lakemont Boulevard
Fort Mill, SC 28241
Phone: 803.835.0890
Fax: 803.802.2515
Email: nbanerjee@espassociates.com

16. **CONSENT DECREE** (N/A)

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v.*

- City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any

notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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

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

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

- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant 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, promotion, 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

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

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

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CITY OF COLUMBIA, SOUTH CAROLINA

 Witness

 Teresa Wilson, City Manager

Date: _____

ESP ASSOCIATES, INC.

Edward G. Horstkamp III
 Executive Vice President

Print: Name/Title

 Signature

Date: 6/24/2019

Recommended by:

 Dana R. Higgins, P.E., LEED AP, Director of Engineering

 Clint Shealy, P.E., Assistant City Manager for Columbia Water

 Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Compensation

Exhibit C – Invoicing Procedure

Exhibit D – Prompt Payment Affidavit

Exhibit E – MPP Implementation Plans

Exhibit F – Project Schedule

Exhibit G – Map Location

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EXHIBIT A

SCOPE OF SERVICES

SD8159 – Gregg and Gervais Street Phase II

SD8395 – Taylor and Washington 60" Stormwater Network Improvements

SD8435 – Whaley at Railroad Stream Crossing Upgrade

SD8439 – Whaley and Main Stream Crossing Upgrade

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EXHIBIT B
COMPENSATION

SD8159 – Gregg and Gervais Street Phase II - \$234,308.00

SD8395 – Taylor and Washington 60" Stormwater Network Improvements - \$119,721.00

SD8435 – Whaley at Railroad Stream Crossing Upgrade - \$211,335.00

SD8439 – Whaley and Main Stream Crossing Upgrade - \$278,992.00

Total Contract Amount: \$844,356.00

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8159
Gregg & Gervais Street Phase II

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$234,308.00. This includes \$44,833.00 of lump sum tasks, as well as \$187,805.00 of hourly tasks, \$33,200.00 in direct costs and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		CIP # SD8159				
Task	Description	Hours-Prime	Hours-Subs	Fee	Subconsult	Total
Task 100	Evaluation and Design Phase Administration	70		\$11,770.00	\$2,334.00*	\$14,104.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	1,055		\$144,505.00	\$42,499.00*	\$187,004.00
Task 300	Survey and Utility Mapping	0		\$0.00	\$0.00	\$0.00
Task 320	Easement Exhibits	0		\$0.00	\$0.00	\$0.00
Task 400	Geotechnical Investigation	0		\$0.00	\$0.00	\$0.00
Task 500	Final Design	0		\$0.00	\$0.00	\$0.00
Task 600	Permits and Property	0		\$0.00	\$0.00	\$0.00
Task 700	Bidding and Award	0		\$0.00	\$0.00	\$0.00
Task 800	Engineering Services During Construction	0		\$0.00	\$0.00	\$0.00
Task 1000	Project Closeout	0		\$0.00	\$0.00	\$0.00
	Direct Costs			\$31,530.00	\$1,670	\$33,200.00
	Total of Contract			\$187,805.00	\$46,503.00	\$234,308.00
	% of Contract to Subconsultants (labor fee)					20%
	% of Contract to Protégé (labor fee)					20%

* Lump Sum Tasks

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

ATTACHMENT B - CONSULTANT WORKLOAD / COST ESTIMATE
Rocky Branch CIP Project - SD8159 - Gregg & Gervais Street Phase II
Phase 1 - Project Identification and Concept Development

Prepared By: Banerjee
 2/20/2019
 Last Revised: 10/8/18; 10/9/18; 2/11/19
 Previous Versions:



SPECIFIED SERVICES LABOR & SUBCONSULTANTS		Project Manager	QA/QC Manager	MPP Team Coordinator	Senior Project Engineer	Project Engineer	Civil Designer III	Civil Designer II	Civil Designer I	Admin Assistant	Field Crew	Subcontract / Protégé Fee	ESP Total	Task Total	Notes
		<i>Billing Rates (\$/hr):</i>													
TASK 100: Evaluation and Design Phase Administration		\$185	\$175	\$185	\$175	\$185	\$175	\$105	\$95	\$65	\$140				
110. General Project Administration	7	0	6	4	0	0	0	0	0	0	0	\$417	\$3,105	\$3,522	
120. Stakeholder Coordination	2	0	2	2	0	0	0	0	0	0	0	\$500	\$1,090	\$1,590	
130. Project Management & Coordination with the City	7	0	6	4	0	0	0	0	0	0	0	\$417	\$3,105	\$3,522	
140. Public Outreach	6	0	3	3	0	3	4	4	0	3	0	\$657	\$3,730	\$4,397	
150. Mentor-Protégé Program	0	0	0	0	0	0	0	0	0	0	0	\$253	\$240	\$1,073	
Task 100 Totals:		22	0	21	13	3	4	4	0	3	0	\$2,334	\$11,770	\$14,104	
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis															
210. General Data Collection, Field Recon, and Coordination	6	0	6	6	6	6	6	6	11	0	22	\$5,000	\$9,645	\$14,645	
210A. Drainage Inventory and Condition Assessment	30	30	10	0	55	58	58	65	40	5	510	\$33,750	\$110,195	\$143,945	
220. Watershed Characterization and Problem Area Screening	3	0	2	4	6	6	6	9	9	0	0	\$833	\$5,045	\$5,878	
230. Preliminary Agency Coordination and Meetings	0	0	0	2	0	0	0	0	0	0	0	\$333	\$350	\$683	
240. Preliminary Utility Coordination and Meetings	0	0	0	2	0	0	0	0	0	0	0	\$333	\$350	\$683	
250. Preliminary Engineering Evaluation	10	4	2	10	20	23	23	24	10	0	0	\$1,250	\$12,955	\$15,815	
260. Other Probable Construction Cost and Schedule - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
270. Preliminary Design Reviews - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
280. Preliminary Engineering Report	6	4	2	4	11	6	6	3	6	3	0	\$1,000	\$6,355	\$7,355	
Task 200 Totals:		55	38	22	28	88	101	107	76	8	532	\$42,499	\$144,505	\$187,004	
Hour Totals		77	38	43	41	91	105	111	76	11	532	22.3%	1,125		
Fee Totals		\$14,245	\$6,650	\$7,955	\$7,175	\$14,105	\$12,075	\$11,655	\$7,220	\$715	\$74,480	\$44,833	\$156,275	\$201,108	

Direct Costs (Estimated):

Travel Expenses \$20,000 Mileage, parking, etc.
 Reproduction / Outreach \$140 Printing, copies, media, etc.
 Other Direct Costs \$11,390 Fees, equipment, rental expenses, etc.
 Protégé Direct Costs \$1,670
Direct Cost Totals: \$33,200

SPECIFIED TASKS TOTAL: \$234,308 Specified labor + Direct Costs

Allowance for services that may be used if deemed appropriate and approved by City

Allowances:
 Geotechnical Borings \$1,700
 GPR \$1,600
 CCTV \$2,800
Allowances Total: \$6,100

Optional Tasks:

Task 1120 - Waverly District Inventory Collection/Assessment (ESP) \$10,500
 Task 1120 - Waverly District Inventory Collection/Assessment (Protégé) \$3,200
Optional Tasks Total: \$13,700

MAXIMUM PHASE TOTAL: \$254,108 Specified tasks total + Allowances

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8395
Taylor & Washington

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$119,721.00. This includes \$22,596.00 of lump sum tasks, as well as \$80,395.00 of hourly tasks, \$16,730.00 in direct costs and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		CIP # SD8395				
Task	Description	Hours-Prime	Hours-Subs	Fee	Subconsult	Total
Task 100	Evaluation and Design Phase Administration	39		\$6,535.00	\$1,176.00*	\$7,711.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	538		\$73,860.00	\$21,420.00*	\$95,280.00
Task 300	Survey and Utility Mapping	0		\$0.00	\$0.00	\$0.00
Task 320	Easement Exhibits	0		\$0.00	\$0.00	\$0.00
Task 400	Geotechnical Investigation	0		\$0.00	\$0.00	\$0.00
Task 500	Final Design	0		\$0.00	\$0.00	\$0.00
Task 600	Permits and Property	0		\$0.00	\$0.00	\$0.00
Task 700	Bidding and Award	0		\$0.00	\$0.00	\$0.00
Task 800	Engineering Services During Construction	0		\$0.00	\$0.00	\$0.00
Task 1000	Project Closeout	0		\$0.00	\$0.00	\$0.00
	Direct Costs			\$15,890.00	\$840.00	\$16,730.00
	Total of Contract			\$96,285.00	\$23,436.00	\$119,721.00
	% of Contract to Subconsultants (labor fee)					20%
	% of Contract to Protégé (labor fee)					20%

* Lump Sum Tasks

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

ATTACHMENT B - CONSULTANT WORKLOAD / COST ESTIMATE
Rocky Branch CIP Project - SD8395 - Taylor & Washington
Phase 1 - Project Identification and Concept Development



Prepared By: Banerjee
Last Revised: 2/20/2019
Previous Versions: 9/5/2018; 10/8/18; 10/9/18; 2/11/19

SPECIFIED SERVICES LABOR & SUBCONSULTANTS		Project Manager	QA/QC Manager	MPP Team Coordinator	Senior Project Engineer	Project Engineer	Civil Designer III	Civil Designer II	Civil Designer I	Admin Assistant	Field Crew	Subcontract / Protégé Fee	ESP Total	Task Total	Notes
		<i>Billing Rates (\$/hr):</i>													
TASK 100: Evaluation and Design Phase Administration		\$185	\$175	\$185	\$175	\$155	\$115	\$105	\$95	\$65	\$140				
110. General Project Administration	3	0	3	2	0	0	0	0	0	0	0	\$210	\$1,460	\$1,670	
120. Stakeholder Coordination	2	0	2	2	0	0	0	0	0	0	0	\$252	\$1,090	\$1,342	
130. Project Management & Coordination with the City	3	0	3	2	0	0	0	0	0	0	0	\$210	\$1,460	\$1,670	
140. Public Outreach	3	0	2	2	2	2	2	2	0	2	0	\$336	\$2,155	\$2,491	
150. Mentor-Protégé Program	0	0	2	2	0	0	0	0	0	0	0	\$198	\$370	\$568	
Task 100 Totals:		11	0	12	8	2	2	2	0	2	0	\$1,176	\$6,535	\$7,711	
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis															
210. General Data Collection, Field Recon, and Coordination	3	0	3	3	3	3	3	3	6	0	11	\$2,520	\$4,870	\$7,390	
210A. Drainage Inventory and Condition Assessment	15	15		5	0	28	29	33	20	3	257	\$17,010	\$55,540	\$72,550	
220. Watershed Characterization and Problem Area Screening	2	0	2	2	2	3	3	4	4	0	0	\$420	\$2,700	\$3,120	
230. Preliminary Agency Coordination and Meetings	0	0	0	0	2	0	0	0	0	0	0	\$168	\$350	\$518	
240. Preliminary Utility Coordination and Meetings	0	0	0	0	2	0	0	0	0	0	0	\$168	\$350	\$518	
250. Preliminary Engineering Evaluation	5	2	2	2	5	5	13	12	5	0	0	\$630	\$6,525	\$7,155	
260. Other Probable Construction Cost and Schedule - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
270. Preliminary Design Reviews - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
280. Preliminary Engineering Report	3	2	2	2	2	6	3	2	3	2	0	\$504	\$3,525	\$4,029	
Task 200 Totals:		28	19	14	16	45	51	54	38	5	268	\$21,420	\$73,860	\$95,280	
Hour Totals		39	19	26	24	47	53	56	38	7	268	\$1,176	\$7,711	\$8,887	
Fee Totals		\$7,215	\$3,325	\$4,810	\$4,200	\$7,285	\$6,095	\$5,880	\$3,610	\$455	\$37,520	\$22,596	\$80,395	\$102,991	

Direct Costs (Estimated):
Travel Expenses \$10,080 Mileage, parking, etc.
Reproduction / Outreach \$70 Printing, copies, media, etc.
Other Direct Costs \$5,740 Fees, equipment, rental expenses, etc.
Protégé Direct Costs \$940
Direct Cost Totals: \$16,730

SPECIFIED TASKS TOTAL: \$119,721 Specified labor + Direct Costs

Allowance for services that may be used if deemed appropriate and approved by City

Allowances:
Geotechnical Borings \$900
GPR \$800
CCTV \$1,400
Allowances Total: \$3,100

Optional Tasks:
Task 1120 - Waverly District Inventory Collection/Assessment (ESP) \$5,300
Task 1120 - Waverly District Inventory Collection/Assessment (Protégé) \$1,700
Optional Tasks Total: \$7,000

Specified tasks total + Allowances

MAXIMUM PHASE TOTAL: \$129,821

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8435
Whaley at Railroad Crossing

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$211,335.00. This includes \$40,350.00 of lump sum tasks, as well as \$141,105.00 of hourly tasks, \$29,880.00 in direct costs and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		CIP # SD8435				
Task	Description	Hours-Prime	Hours-Subs	Fee	Subconsult	Total
Task 100	Evaluation and Design Phase Administration	65		\$10,845.00	\$2,100.00*	\$12,945.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	951		\$130,260.00	\$38,250.00*	\$168,510.00
Task 300	Survey and Utility Mapping	0		\$0.00	\$0.00	\$0.00
Task 320	Easement Exhibits	0		\$0.00	\$0.00	\$0.00
Task 400	Geotechnical Investigation	0		\$0.00	\$0.00	\$0.00
Task 500	Final Design	0		\$0.00	\$0.00	\$0.00
Task 600	Permits and Property	0		\$0.00	\$0.00	\$0.00
Task 700	Bidding and Award	0		\$0.00	\$0.00	\$0.00
Task 800	Engineering Services During Construction	0		\$0.00	\$0.00	\$0.00
Task 1000	Project Closeout	0		\$0.00	\$0.00	\$0.00
	Direct Costs			\$28,380.00	\$1,500.00	\$29,880.00
	Total of Contract			\$169,485.00	\$41,850.00	\$211,335.00
	% of Contract to Subconsultants (labor fee)					20%
	% of Contract to Protégé (labor fee)					20%

* Lump Sum Tasks

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

ATTACHMENT B - CONSULTANT WORKLOAD / COST ESTIMATE
Rocky Branch CIP Project -SD8435 - Whaley at Railroad Crossing
Phase 1 - Project Identification and Concept Development



Prepared By: Banerjee
Last Revised: 2/20/2019
Previous Versions: 9/5/2018; 10/8/18; 10/9/18; 2/11/19

SPECIFIED SERVICES LABOR & SUBCONSULTANTS		Project Manager	QA/QC Manager	MPP Team Coordinator	Senior Project Engineer	Project Engineer	Civil Designer III	Civil Designer II	Civil Designer I	Admin Assistant	Field Crew	Subcontract / Protégé Fee	ESP Total	Task Total	Notes
		<i>Billing Rates (\$/hr):</i>													
TASK 100: Evaluation and Design Phase Administration		\$185	\$175	\$185	\$175	\$185	\$115	\$105	\$95	\$65	\$140				
110. General Project Administration	6	0	5	4	0	0	0	0	0	0	0	\$375	\$2,735	\$3,110	
120. Stakeholder Coordination	2	0	2	2	0	0	0	0	0	0	0	\$450	\$1,090	\$1,540	
130. Project Management & Coordination with the City	6	0	5	4	0	0	0	0	0	0	0	\$375	\$2,735	\$3,110	
140. Public Outreach	5	0	3	3	0	3	4	4	0	3	0	\$600	\$3,545	\$4,145	
150. Mentor-Protégé Program	0	0	4	0	0	0	0	0	0	0	0	\$300	\$740	\$1,040	
Task 100 Totals:		19	0	19	13	3	4	4	0	3	0	\$2,100	\$10,845	\$12,945	
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis															
210. General Data Collection, Field Recon, and Coordination	5	0	5	5	5	5	5	5	10	0	20	\$4,500	\$8,350	\$12,850	
210A. Drainage Inventory and Condition Assessment	27	27	9	0	50	52	52	59	36	5	459	\$30,375	\$99,315	\$129,690	
220. Watershed Characterization and Problem Area Screening	3	0	2	4	5	5	5	8	8	0	0	\$750	\$4,575	\$5,325	
230. Preliminary Agency Coordination and Meetings	0	0	0	2	0	0	0	0	0	0	0	\$300	\$350	\$650	
240. Preliminary Utility Coordination and Meetings	0	0	0	2	0	0	0	0	0	0	0	\$300	\$350	\$650	
250. Preliminary Engineering Evaluation	9	4	2	9	9	9	23	22	9	0	0	\$1,125	\$11,915	\$12,640	
260. On-Site Field Probable Construction Cost and Schedule - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
270. Preliminary Design Reviews - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
280. Preliminary Engineering Report	5	4	2	4	4	10	5	3	5	3	0	\$600	\$5,805	\$6,705	
Task 200 Totals:		49	35	20	26	79	90	97	68	8	479	\$38,250	\$130,260	\$168,510	
Hour Totals		68	35	39	39	82	94	101	68	11	479	22.2%	1,016		
Fee Totals		\$12,580	\$6,125	\$7,215	\$6,825	\$12,710	\$10,810	\$10,605	\$6,460	\$715	\$67,060	\$40,350	\$141,105	\$181,455	

Direct Costs (Estimated):
Travel Expenses \$18,000 Mileage, parking, etc.
Reproduction / Outreach \$130 Printing, copies, media, etc.
Other Direct Costs \$10,250 Fees, equipment, rental expenses, etc.
Protégé Direct Costs \$1,500
Direct Cost Totals: \$29,880

SPECIFIED TASKS TOTAL:	\$211,335
Specified labor + Direct Costs	
Allowance for services that may be used if deemed appropriate and approved by City	
Allowances:	
Geotechnical Borings	\$1,500
GPS	\$1,400
CCTV	\$2,500
Allowances Total:	\$5,400
Optional Tasks:	
Task 1120 - Waverly District Inventory Collection/Assessment (ESP)	\$9,400
Task 1120 - Waverly District Inventory Collection/Assessment (Protégé)	\$2,900
Optional Tasks Total:	\$12,300
Specified tasks total + Allowances	
MAXIMUM PHASE TOTAL:	\$229,035

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8439
Whaley & Main

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$278,992.00. This includes \$53,262.00 of lump sum tasks, as well as \$186,290.00 of hourly tasks, \$39,440.00 in direct costs and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	CIP # SD8439				Total
		Hours- Prime	Hours- Subs	Fee	Subconsult	
Task 100	Evaluation and Design Phase Administration	83		\$13,995.00	\$2,772.00	\$16,767.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	1257		\$172,295.00	\$50,490.00	\$222,785.00
Task 300	Survey and Utility Mapping	0		\$0.00	\$0.00	\$0.00
Task 320	Easement Exhibits	0		\$0.00	\$0.00	\$0.00
Task 400	Geotechnical Investigation	0		\$0.00	\$0.00	\$0.00
Task 500	Final Design	0		\$0.00	\$0.00	\$0.00
Task 600	Permits and Property	0		\$0.00	\$0.00	\$0.00
Task 700	Bidding and Award	0		\$0.00	\$0.00	\$0.00
Task 800	Engineering Services During Construction	0		\$0.00	\$0.00	\$0.00
Task 1000	Project Closeout	0		\$0.00	\$0.00	\$0.00
	Direct Costs			\$37,460.00	\$1,980.00	\$39,440.00
	Total of Contract			\$223,750.00	\$55,242.00	\$278,992.00
	% of Contract to Subconsultants (labor fee)					20%
	% of Contract to Protégé (labor fee)					20%

* Lump Sum Tasks

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

ATTACHMENT B - CONSULTANT WORKLOAD / COST ESTIMATE
Rocky Branch CIP Project -SD8439 - Whaley & Main
Phase 1 - Project Identification and Concept Development



Prepared By: Banerjee
Last Revised: 2/20/2019
Previous Versions: 9/5/2018; 10/8/18; 10/9/18; 2/11/19

SPECIFIED SERVICES LABOR & SUBCONSULTANTS		Project Manager	QA/QC Manager	MPP Team Coordinator	Senior Project Engineer	Project Engineer	Civil Designer III	Civil Designer II	Civil Designer I	Admin Assistant	Field Crew	Subcontract / Protégé Fee	ESP Total	Task Total	Notes
		<i>Billing Rates (\$/hr):</i>													
TASK 100: Evaluation and Design Phase Administration		\$185	\$175	\$185	\$175	\$185	\$115	\$105	\$95	\$65	\$140				
110. General Project Administration	8	0	0	7	5	0	0	0	0	0	0	\$495	\$3,650	\$4,145	
120. Stakeholder Coordination	3	0	0	3	3	0	0	0	0	0	0	\$594	\$1,635	\$2,229	
130. Project Management & Coordination with the City	8	0	0	7	5	0	0	0	0	0	0	\$495	\$3,650	\$4,145	
140. Public Outreach	7	0	0	3	3	3	5	5	0	3	0	\$192	\$4,135	\$4,927	
150. Mentor-Protégé Program	0	0	0	0	0	0	0	0	0	0	0	\$396	\$925	\$1,321	
Task 100 Totals:		26	0	25	16	3	5	5	0	3	0	\$2,772	\$13,995	\$16,767	
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis															
210. General Data Collection, Field Recon, and Coordination	7	0	0	7	7	7	7	7	13	0	26	\$5,940	\$11,315	\$17,255	
210A. Drainage Inventory and Condition Assessment	36	36		12	0	65	68	77	48	6	606	\$40,095	\$130,950	\$171,045	
220. Watershed Characterization and Problem Area Screening	4	0	0	3	5	7	7	11	11	0	0	\$990	\$6,260	\$7,250	
230. Preliminary Agency Coordination and Meetings	0	0	0	0	3	0	0	0	0	0	0	\$396	\$525	\$921	
240. Preliminary Utility Coordination and Meetings	0	0	0	0	3	0	0	0	0	0	0	\$396	\$525	\$921	
250. Preliminary Engineering Evaluation	12	5	2	12	12	12	30	28	12	0	0	\$1,455	\$4,955	\$6,410	
260. On-Site Probable Construction Cost and Schedule - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
270. Preliminary Design Reviews - N/A	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
280. Preliminary Engineering Report	7	5	3	3	5	13	7	4	7	4	0	\$1,188	\$7,765	\$8,953	
Task 200 Totals:		66	46	27	35	104	119	127	91	10	632	\$50,490	\$172,295	\$222,785	
Hour Totals		92	46	52	51	107	124	132	91	13	632	22.2%	1,340		
Fee Totals		\$17,020	\$8,050	\$9,620	\$8,925	\$16,585	\$14,260	\$13,860	\$8,645	\$845	\$88,480	\$53,262	\$186,290	\$239,552	

Direct Costs (Estimated):
Travel Expenses \$23,760 Mileage, parking, etc.
Reproduction / Outreach \$170 Printing, copies, media, etc.
Other Direct Costs \$13,530 Fees, equipment, rental expenses, etc.
Protégé Direct Costs \$1,980
Direct Cost Totals: \$39,440

SPECIFIED TASKS TOTAL: \$278,992
Specified labor + Direct Costs

Allowances:
Geotechnical Borings \$2,000
GPR \$1,900
CCTV \$3,300
Allowances Total: \$7,200
Allowance for services that may be used if deemed appropriate and approved by City

Optional Tasks:
Task 1120 - Waverly District Inventory Collection/Assessment (ESP) \$12,400
Task 1120 - Waverly District Inventory Collection/Assessment (Protégé) \$3,800
Optional Tasks Total: \$16,200
Specified tasks total + Allowances

MAXIMUM PHASE TOTAL: \$302,392

ESP Associates, Inc.
Rocky Branch Capital Improvements Phase I
SD8159, SD8395, SD8435 and SD8439

EXHIBIT C
INVOICING PROCEDURE

Invoicing Procedure: Exhibit C

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.

12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

ESP Associates, Inc.
Rocky Branch Capital Improvements Phase I
SD8159, SD8395, SD8435 and SD8439

EXHIBIT D
PROMPT PAYMENT AFFIDAVIT

Exhibit D – Prompt Payment Affidavit

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Consultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____ Copies of invoices and cancelled checks for Consultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____ All retainage amounts withheld from any Consultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Consultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____ There was no delay in or postponement of any payment owed to a Consultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Fleet Division Administrator.

Attach a copy of the written approval from the City of Columbia.

 Company Name

 Signature

 Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

 Notary Public

ESP Associates, Inc.
Rocky Branch Capital Improvements Phase I
SD8159, SD8395, SD8435 and SD8439

EXHIBIT E
MENTOR PROTÉGÉ PROGRAM
IMPLEMENTATION PLAN

SD8159 – Gregg and Gervais Street Phase II

SD8395 – Taylor and Washington 60" Stormwater Network Improvements

SD8435 – Whaley at Railroad Stream Crossing Upgrade

SD8439 – Whaley and Main Stream Crossing Upgrade



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/9/19

Project Number: SD8159

Mentor: ESP Associates, Inc.

Project Name: Gregg & Gervais Street Phase II

Protégé: Hybrid Engineering, Inc.

Duration of the Project: 6 months (Ph 1 only)

Project Contract Amount: \$234,308 (Ph 1 only)

Protégé Amount: \$46,503 (Phase 1 only)

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

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime design firm on this project and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services. Hybrid will generally provide data compilation, peer review, planning/design, and construction support services.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

As a Protege, Hybrid is looking to expand their understanding of design/modeling software, add to their qualifications regarding larger projects, and improve their software capabilities. This project will allow Hybrid to increase their revenue, get valuable experience working on a large CIP project for the City, and have the opportunity to cross-train with the ESP Staff using GIS Utility & SW Application w/ ARCGIS in the planning and design services for this project.

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

Hybrid will be an integrated team member and participate in multiple phases of this project. Hybrid will attend regular Project Team meetings, help provide professional insight and peer review assistance throughout the project, work alongside ESP staff during the data compilation, planning and design phases of the project, prepare design documents, and take part in the construction inspection tasks of the project so they will be better suited for similar work in the future.



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Proj. Mgr - Neal Banerjee, Sr. Proj. Eng - Andrew Martin,
Team Coord-QA-QC – David Key, Proj Eng - Katie Betz

Protégé:

Proj. Mgr - Doug Clary, Proj. Eng - Ted Bottomley, QA/QC Mgr - Paul Sereg
Designer - Larry Watts

Survey One, LLC

Proj. Surveyor – Rusty Owens

Survey One, LLC will be a direct subconsultant to Hybrid. Hybrid will be responsible for management of and payment to Survey One, LLC.

Subcontractors: Protégé (Hybrid) will oversee and administer subcontract for Survey One, LLC

Special Arrangements:

None at this time

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

ESP is in responsible charge of providing the City with a practical solution for the identified points of interest, preparation of the associated design documents, and QA/QC observation of its construction, while mentoring Hybrid.

b. Description of Protégé's responsibilities on project:

Hybrid is responsible for completing specific planning / data compilation, design, administration and construction inspection support services throughout the project.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

7. How will the team comply with and maintain the focus on the requirements of the



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**Office of Business Opportunities
Compliance Division**

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Phone: 803-545-3049 Fax: 803-545-4130

program for the duration of the project?

ESP - Hybrid Team will hold regular internal meetings to coordinate project budgets, schedules, utilizations, and safety goals are being met and any issues/concerns should be identified and mitigated. Project Progress Meetings will also be held with the City, as per the contract terms, along with quarterly/annual reporting, as required.

8. What are the team's specific, quantitative goals and milestones for the current project?

1. Drainage system inventory and condition assessment of apprx. 5,400 pipes and associated structures
2. Data compilation of field inventory, previous studies, and other data for Rocky Branch Watershed
3. Preliminary engineering to quantify flooding conditions and identify problem areas
4. Preliminary engineering to evaluate improvement alternatives and prepare conceptual improvement designs
5. Project coordination with City, regulatory agencies, and stakeholders, and public outreach support

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

- A. Project Kickoff Meetings at the start of each Phase of work to define specific roles, work tasks, timelines, budgets, and expected deliverables;
- B. Bi-weekly Team Progress Meetings/Conference Calls to discuss project status and issues;
- C. Frequent QA/QC review of work performed by both Mentor and Protege throughout project

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

Hybrid will submit detailed monthly invoicing to ESP in accordance with the applicable contractual agreements and at identified schedule for inclusion within ESP Associates monthly invoice to the City. Hybrid will be paid by ESP in accordance with the City's applicable Prompt Payment Requirements and the agreement between ESP and Hybrid.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Survey One, LLC	803.808.2300	601 Northwood Rd., Suite C, Lexington, SC	Hybrid	\$14,058	SBE	6%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$46,503

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by ESP Associates, Inc. (Mentor Firm) this 9th day of May 2019.
Corporate SEAL

By: Edward S. Hutto III
Title: Executive Vice President, ESP Associates, Inc.

ATTEST:

By: Neal Barugel
Title: Water Resources Dept Manager

EXECUTED by Hybrid Engineering, Inc. (Protégé Firm) this 9th day of May 2019.
Corporate SEAL

By: C. Donnelly
Title: President

ATTEST:

By: Henrietta J. Lee
Title: Government Relations Coordinator

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 14 day of May, 2019.

By: Justin M. Kelly
Title: Compliance Administrator

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: SD8159 - Gregg & Gervais Street Phase II

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved Yes or No
Hybrid Engineering, Inc. / 7400 Irmo Dr Columbia, SC / DUNS# 849019414 / CAGE# 58QK0	Doug Clary, PE 803-407-0472	Engineering support	\$46,503 (Includes costs from Survey One, which is sub to Hybrid)	20%	SBE	No
Survey One LLC / 601 Northwood Rd., Suite C, Lexington, SC / DUNS# 624201880 / CAGE# 8B2Y9	Russell S. Owens 803-808-2300	Survey support	(\$14,058*) (* Hybrid (Protégé) will oversee and administer subcontract for Survey One. Costs are included in Hybrid totals)	(6%)	SBE	No

TOTAL: \$ \$46,503 (see notes above*)

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

Business Name: ESP Associates, Inc.

Representative Name / Title:

Date: Neal Banaya / Water Resources Dept. Manager 5/13/19



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MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/9/19

Project Number: SD8395

Mentor: ESP Associates, Inc.

Project Name: Taylor & Washington

Protégé: Hybrid Engineering, Inc.

Duration of the Project: 6 months (Ph 1 only)

Project Contract Amount: \$119,721 (Ph 1 only)

Protégé Amount: \$23,436 (Phase 1 only)

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime design firm on this project and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services. Hybrid will generally provide data compilation, peer review, planning/design, and construction support services.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

As a Protege, Hybrid is looking to expand their understanding of design/modeling software, add to their qualifications regarding larger projects, and improve their software capabilities. This project will allow Hybrid to increase their revenue, get valuable experience working on a large CIP project for the City, and have the opportunity to cross-train with the ESP Staff using GIS Utility & SW Application w/ ARCGIS in the planning and design services for this project.

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

Hybrid will be an integrated team member and participate in multiple phases of this project. Hybrid will attend regular Project Team meetings, help provide professional insight and peer review assistance throughout the project, work alongside ESP staff during the data compilation, planning and design phases of the project, prepare design documents, and take part in the construction inspection tasks of the project so they will be better suited for similar work in the future.



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

Mentor:

Proj. Mgr - Neal Banerjee, Sr. Proj. Eng - Andrew Martin,
Team Coord-QA-QC – David Key, Proj Eng - Katie Betz

Protégé:

Proj. Mgr - Doug Clary, Proj. Eng - Ted Bottomley, QA/QC Mgr - Paul Sereg
Designer - Larry Watts

Survey One, LLC

Proj. Surveyor – Rusty Owens

Survey One, LLC will be a direct subconsultant to Hybrid. Hybrid will be responsible for management of and payment to Survey One, LLC.

Subcontractors: Protégé (Hybrid) will oversee and administer subcontract for Survey One, LLC

Special Arrangements:

None at this time

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

ESP is in responsible charge of providing the City with a practical solution for the identified points of interest, preparation of the associated design documents, and QA/QC observation of its construction, while mentoring Hybrid.

b. Description of Protégé's responsibilities on project:

Hybrid is responsible for completing specific planning / data compilation, design, administration and construction inspection support services throughout the project.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

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

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program for the duration of the project?

ESP - Hybrid Team will hold regular internal meetings to coordinate project budgets, schedules, utilizations, and safety goals are being met and any issues/concerns should be identified and mitigated. Project Progress Meetings will also be held with the City, as per the contract terms, along with quarterly/annual reporting, as required.

8. What are the team's specific, quantitative goals and milestones for the current project?

1. Drainage system inventory and condition assessment of apprx. 5,400 pipes and associated structures
2. Data compilation of field inventory, previous studies, and other data for Rocky Branch Watershed
3. Preliminary engineering to quantify flooding conditions and identify problem areas
4. Preliminary engineering to evaluate improvement alternatives and prepare conceptual improvement designs
5. Project coordination with City, regulatory agencies, and stakeholders, and public outreach support

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

- A. Project Kickoff Meetings at the start of each Phase of work to define specific roles, work tasks, timelines, budgets, and expected deliverables;
- B. Bi-weekly Team Progress Meetings/Conference Calls to discuss project status and issues;
- C. Frequent QA/QC review of work performed by both Mentor and Protege throughout project

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

Hybrid will submit detailed monthly invoicing to ESP in accordance with the applicable contractual agreements and at identified schedule for inclusion within ESP Associates monthly invoice to the City. Hybrid will be paid by ESP in accordance with the City's applicable Prompt Payment Requirements and the agreement between ESP and Hybrid.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Survey One, LLC	803.808.2300	601 Northwood Rd., Suite C, Lexington, SC	Hybrid	\$7,183	SBE	6%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$23,436

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by ESP Associates, Inc. (Mentor Firm) this 9th day of May 2019.
Corporate SEAL

By: *Edward J. Hoffman III*
Title: Executive Vice President, ESP Associates, Inc.

ATTEST:
By: *Neal Banaya*
Title: Water Resources Dept Manager

EXECUTED by Hybrid Engineering, Inc. (Protégé Firm) this 9th day of May 2019.
Corporate SEAL
By: *C. M. LaCoff*
Title: PRESIDENT

ATTEST:
By: *Henrietta Seery*
Title: GOVERNMENT RELATIONS COORDINATOR

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 14 day of MAY, 2019.

By: *Julia M. Kelly*
Title: Compliance Administrator

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: SD8395 - Taylor & Washington

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved Yes or No
Hybrid Engineering, Inc. / 7400 Irmo Dr Columbia, SC / DUNS# 849019414 / CAGE# 58QK0	Doug Clary, PE 803-407-0472	Engineering support	\$23,436 (Includes costs from Survey One, which is sub to Hybrid)	20%	SBE	No
Survey One LLC / 601 Northwood Rd., Suite C, Lexington, SC / DUNS# 624201880 / CAGE# 8B2Y9	Russell S. Owens 803-808-2300	Survey support	(\$7,183*) (* Hybrid (Protégé) will oversee and administer subcontract for Survey One. Costs are included in Hybrid totals)	(6%)	SBE	No

TOTAL: \$ \$23,436 (see notes above*)

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

Business Name: ESP Associates, Inc.

Representative Name / Title:

Date: Neal Banerjee / Water Resources Dept. Manager 5/13/19



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MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/9/19

Project Number: SD8435

Mentor: ESP Associates, Inc.

Project Name: Whaley at Railroad Crossing

Protégé: Hybrid Engineering, Inc.

Duration of the Project: 6 months (Ph 1 only)

Project Contract Amount: \$211,335 (Ph 1 only)

Protégé Amount: \$41,850 (Phase 1 only)

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

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime design firm on this project and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services. Hybrid will generally provide data compilation, peer review, planning/design, and construction support services.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

As a Protege, Hybrid is looking to expand their understanding of design/modeling software, add to their qualifications regarding larger projects, and improve their software capabilities. This project will allow Hybrid to increase their revenue, get valuable experience working on a large CIP project for the City, and have the opportunity to cross-train with the ESP Staff using GIS Utility & SW Application w/ ARCGIS in the planning and design services for this project.

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

Hybrid will be an integrated team member and participate in multiple phases of this project. Hybrid will attend regular Project Team meetings, help provide professional insight and peer review assistance throughout the project, work alongside ESP staff during the data compilation, planning and design phases of the project, prepare design documents, and take part in the construction inspection tasks of the project so they will be better suited for similar work in the future.



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

Mentor:

Proj. Mgr - Neal Banerjee, Sr. Proj. Eng - Andrew Martin,
Team Coord-QA-QC – David Key, Proj Eng - Katie Betz

Protégé:

Proj. Mgr - Doug Clary, Proj. Eng - Ted Bottomley, QA/QC Mgr - Paul Sereg
Designer - Larry Watts

Survey One, LLC

Proj. Surveyor – Rusty Owens

Survey One, LLC will be a direct subconsultant to Hybrid. Hybrid will be responsible for management of and payment to Survey One, LLC.

Subcontractors: Protégé (Hybrid) will oversee and administer subcontract for Survey One, LLC

Special Arrangements:

None at this time

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

ESP is in responsible charge of providing the City with a practical solution for the identified points of interest, preparation of the associated design documents, and QA/QC observation of its construction, while mentoring Hybrid.

b. Description of Protégé's responsibilities on project:

Hybrid is responsible for completing specific planning / data compilation, design, administration and construction inspection support services throughout the project.

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

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

7. How will the team comply with and maintain the focus on the requirements of the



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program for the duration of the project?

ESP - Hybrid Team will hold regular internal meetings to coordinate project budgets, schedules, utilizations, and safety goals are being met and any issues/concerns should be identified and mitigated. Project Progress Meetings will also be held with the City, as per the contract terms, along with quarterly/annual reporting, as required.

8. What are the team's specific, quantitative goals and milestones for the current project?

1. Drainage system inventory and condition assessment of apprx. 5,400 pipes and associated structures
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9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

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- C. Frequent QA/QC review of work performed by both Mentor and Protege throughout project

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

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Survey One, LLC	803.808.2300	601 Northwood Rd., Suite C, Lexington, SC	Hybrid	\$12,680	SBE	6%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$41,850

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by ESP Associates, Inc. (Mentor Firm) this 9th day of May 2019.
Corporate SEAL

By: *Charles D. Hoffman III*
Title: Executive Vice President, ESP Associates, Inc.

ATTEST:
By: *Neal Banayce*
Title: Water Resources Dept. Manager

EXECUTED by Hybrid Engineering, Inc. (Protégé Firm) this 9th day of May 2019.
Corporate SEAL

By: *C. Douglas Craft*
Title: President

ATTEST:
By: *Hemmett J. Lee*
Title: Government Relations Coordinator

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 14 day of MAY, 2019.

By: *Julie McNeely*
Title: Compliance Administrator

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: SD8435 - Whaley at Railroad Crossing

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved Yes or No
Hybrid Engineering, Inc. / 7400 Irmo Dr Columbia, SC / DUNS# 849019414 / CAGE# 58QK0	Doug Clary, PE 803-407-0472	Engineering support	\$41,850 (Includes costs from Survey One, which is sub to Hybrid)	20%	SBE	No
Survey One LLC / 601 Northwood Rd., Suite C, Lexington, SC / DUNS# 624201880 / CAGE# 8B2Y9	Russell S. Owens 803-808-2300	Survey support	(\$12,680*) (* Hybrid (Protégé) will oversee and administer subcontract for Survey One. Costs are included in Hybrid totals)	(6%)	SBE	No

TOTAL: \$ \$41,850 (see notes above*)

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

Business Name:

ESP Associates, Inc.

Representative Name / Title:

Date:

*Neal Banerjee / Water Resources
Dept Manager 5/13/19*



CITY OF COLUMBIA

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P.O. Box 147 | Columbia, South Carolina 29217
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MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/9/19

Project Number: SD8439

Mentor: ESP Associates, Inc.

Project Name: Whaley & Main

Protégé: Hybrid Engineering, Inc.

Duration of the Project: 6 months (Ph 1 only)

Project Contract Amount: \$278,992 (Ph 1 only)

Protégé Amount: \$55,242 (Phase 1 only)

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements:

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime design firm on this project and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services. Hybrid will generally provide data compilation, peer review, planning/design, and construction support services.

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

Mentor:

Proj. Mgr - Neal Banerjee, Sr. Proj. Eng - Andrew Martin,
Team Coord-QA-QC – David Key, Proj Eng - Katie Betz

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Proj. Mgr - Doug Clary, Proj. Eng - Ted Bottomley, QA/QC Mgr - Paul Sereg
Designer - Larry Watts

Survey One, LLC

Proj. Surveyor – Rusty Owens

Survey One, LLC will be a direct subconsultant to Hybrid. Hybrid will be responsible for management of and payment to Survey One, LLC.

Subcontractors: Protégé (Hybrid) will oversee and administer subcontract for Survey One, LLC

Special Arrangements:

None at this time

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

ESP is in responsible charge of providing the City with a practical solution for the identified points of interest, preparation of the associated design documents, and QA/QC observation of its construction, while mentoring Hybrid.

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Hybrid is responsible for completing specific planning / data compilation, design, administration and construction inspection support services throughout the project.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

7. How will the team comply with and maintain the focus on the requirements of the



CITY OF COLUMBIA

**Office of Business Opportunities
Compliance Division**

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

program for the duration of the project?

ESP - Hybrid Team will hold regular internal meetings to coordinate project budgets, schedules, utilizations, and safety goals are being met and any issues/concerns should be identified and mitigated. Project Progress Meetings will also be held with the City, as per the contract terms, along with quarterly/annual reporting, as required.

8. What are the team's specific, quantitative goals and milestones for the current project?

1. Drainage system inventory and condition assessment of apprx. 5,400 pipes and associated structures
2. Data compilation of field inventory, previous studies, and other data for Rocky Branch Watershed
3. Preliminary engineering to quantify flooding conditions and identify problem areas
4. Preliminary engineering to evaluate improvement alternatives and prepare conceptual improvement designs
5. Project coordination with City, regulatory agencies, and stakeholders, and public outreach support

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

- A. Project Kickoff Meetings at the start of each Phase of work to define specific roles, work tasks, timelines, budgets, and expected deliverables;
- B. Bi-weekly Team Progress Meetings/Conference Calls to discuss project status and issues;
- C. Frequent QA/QC review of work performed by both Mentor and Protege throughout project

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

Hybrid will submit detailed monthly invoicing to ESP in accordance with the applicable contractual agreements and at identified schedule for inclusion within ESP Associates monthly invoice to the City. Hybrid will be paid by ESP in accordance with the City's applicable Prompt Payment Requirements and the agreement between ESP and Hybrid.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Survey One, LLC	803.808.2300	601 Northwood Rd., Suite C, Lexington, SC	Hybrid	\$16,740	SBE	6%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$55,242

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by ESP Associates, Inc. (Mentor Firm) this 9th day of May 2019.
Corporate SEAL

By: Edward D. Fritzsche III
Title: Executive Vice President, ESP Associates, Inc.

ATTEST:
By: Neal Baranger
Title: Water Resources Dept. Manager

EXECUTED by Hybrid Engineering, Inc. (Protégé Firm) this 9th day of May 2019.
Corporate SEAL

By: C. Douglas
Title: PRESIDENT

ATTEST:
By: Henrietta
Title: Government Relations Coordinator

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 14 day of MAY, 2019.

By: Julie M. Kelly
Title: Compliance Administrator

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: SD8439 - Whaley & Main

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved Yes or No
Hybrid Engineering, Inc. / 7400 Irmo Dr Columbia, SC / DUNS# 849019414 / CAGE# 58QK0	Doug Clary, PE 803-407-0472	Engineering support	\$55,242 (Includes costs from Survey One, which is sub to Hybrid)	20%	SBE	No
Survey One LLC / 601 Northwood Rd., Suite C, Lexington, SC / DUNS# 624201880 / CAGE# 8B2Y9	Russell S. Owens 803-808-2300	Survey support	(\$16,740*) (* Hybrid (Protégé) will oversee and administer subcontract for Survey One. Costs are included in Hybrid totals)	(6%)	SBE	No

TOTAL: \$ \$55,242 (see notes above*)

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

Business Name: ESP Associates, Inc.

Representative Name / Title:

Date: Neal Baruya / Water Resources
Dept. Manager 5/13/19

ESP Associates, Inc.
Rocky Branch Capital Improvements Phase I
SD8159, SD8395, SD8435 and SD8439

EXHIBIT F
PROJECT SCHEDULE

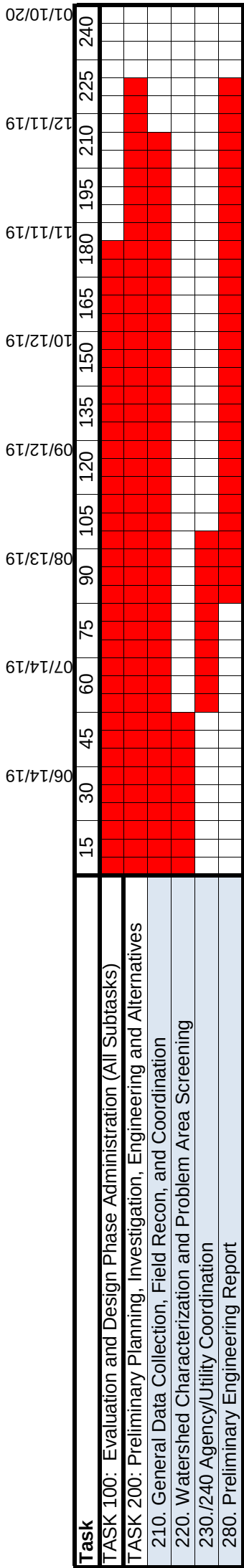
SD8159 – Gregg and Gervais Street Phase II

SD8395 – Taylor and Washington 60" Stormwater Network Improvements

SD8435 – Whaley at Railroad Stream Crossing Upgrade

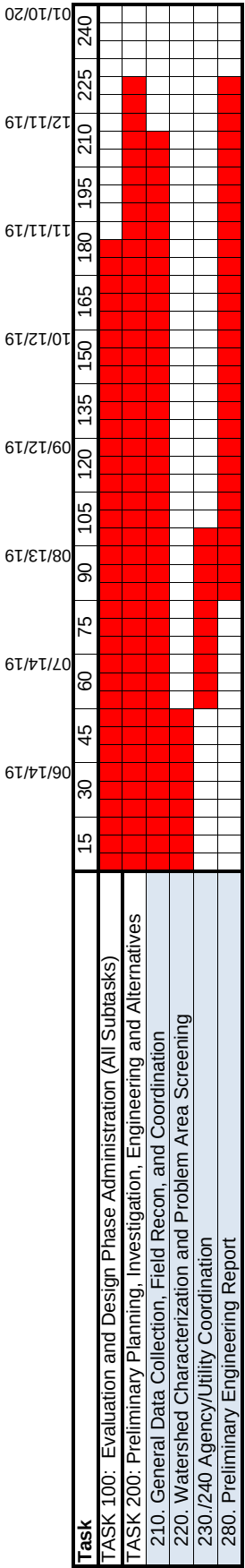
SD8439 – Whaley and Main Stream Crossing Upgrade

ATTACHMENT C - CONSULTANT SCHEDULE
Rocky Branch CIP Project - SD8159 - Gregg & Gervais Street Phase II
Phase 1 - Project Identification and Concept Development



5/15/2019

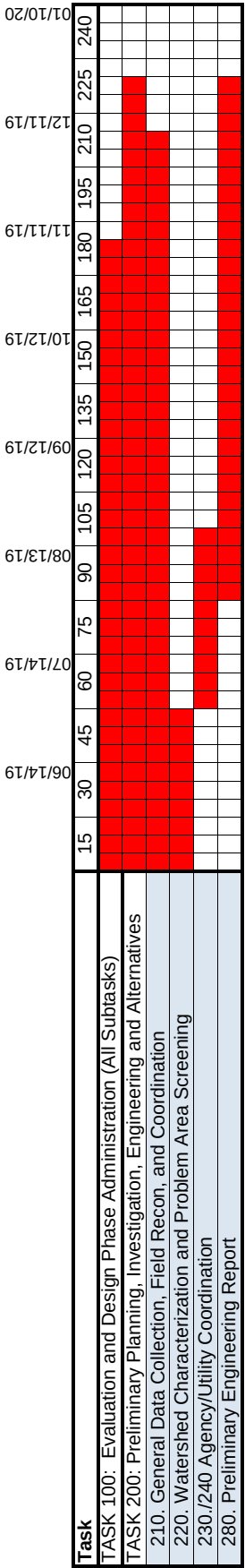
Task	Approx. Start Date	Approximate Calendar Days to Complete	Completion Date
TASK 100: Evaluation and Design Phase Administration (All Subtasks)	5/15/2019	180	Monday, November 11, 2019
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis	5/15/2019	225	Thursday, December 26, 2019
210. General Data Collection, Field Recon, and Coordination	5/15/2019	210	Wednesday, December 11, 2019
220. Watershed Characterization and Problem Area Screening	5/15/2019	45	Monday, July 01, 2019
230./240 Agency/Utility Coordination	6/29/2019	50	Monday, August 19, 2019
280. Preliminary Engineering Report	7/29/2019	150	Thursday, December 26, 2019



5/15/2019

Task	Approx. Start Date	Approximate Calendar Days to Complete	Completion Date
TASK 100: Evaluation and Design Phase Administration (All Subtasks)	5/15/2019	180	Monday, November 11, 2019
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis	5/15/2019	225	Thursday, December 26, 2019
210. General Data Collection, Field Recon, and Coordination	5/15/2019	210	Wednesday, December 11, 2019
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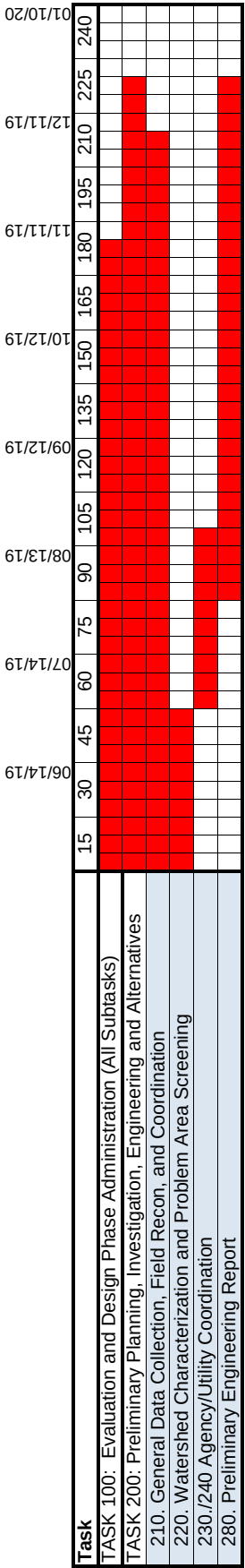
Rocky Branch CIP Project -SD8435 - Whaley at Railroad Crossing
Phase 1 - Project Identification and Concept Development



5/15/2019

Task	Approx. Start Date	Approximate Calendar Days to Complete	Completion Date
TASK 100: Evaluation and Design Phase Administration (All Subtasks)	5/15/2019	180	Monday, November 11, 2019
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis	5/15/2019	225	Thursday, December 26, 2019
210. General Data Collection, Field Recon, and Coordination	5/15/2019	210	Wednesday, December 11, 2019
220. Watershed Characterization and Problem Area Screening	5/15/2019	45	Monday, July 01, 2019
230./240 Agency/Utility Coordination	6/29/2019	50	Monday, August 19, 2019
280. Preliminary Engineering Report	7/29/2019	150	Thursday, December 26, 2019

Rocky Branch CIP Project -SD8439 - Whaley & Main
Phase 1 - Project Identification and Concept Development



5/15/2019

Task	Approx. Start Date	Approximate Calendar Days to Complete	Completion Date
TASK 100: Evaluation and Design Phase Administration (All Subtasks)	5/15/2019	180	Monday, November 11, 2019
TASK 200: Preliminary Planning, Investigation, Engineering and Alternatives Analysis	5/15/2019	225	Thursday, December 26, 2019
210. General Data Collection, Field Recon, and Coordination	5/15/2019	210	Wednesday, December 11, 2019
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230./240 Agency/Utility Coordination	6/29/2019	50	Monday, August 19, 2019
280. Preliminary Engineering Report	7/29/2019	150	Thursday, December 26, 2019

ESP Associates, Inc.
Rocky Branch Capital Improvements Phase I
SD8159, SD8395, SD8435 and SD8439

EXHIBIT G

MAP LOCATION

Note: Map reflects all projects:

SD8159 – Gregg and Gervais Street Phase II

SD8395 – Taylor and Washington 60" Stormwater Network Improvements

SD8435 – Whaley at Railroad Stream Crossing Upgrade

SD8439 – Whaley and Main Stream Crossing Upgrade



0 300 600 1,200 1,800 Feet
1 inch = 650 feet

Stream Crossings

Storm Pipes

- < 36"
- 36" - 60"
- > 60"

Sewer Mains

- <= 12"
- > 12"

Contours (10ft)

- 10
- 100

Study Exclusion Areas

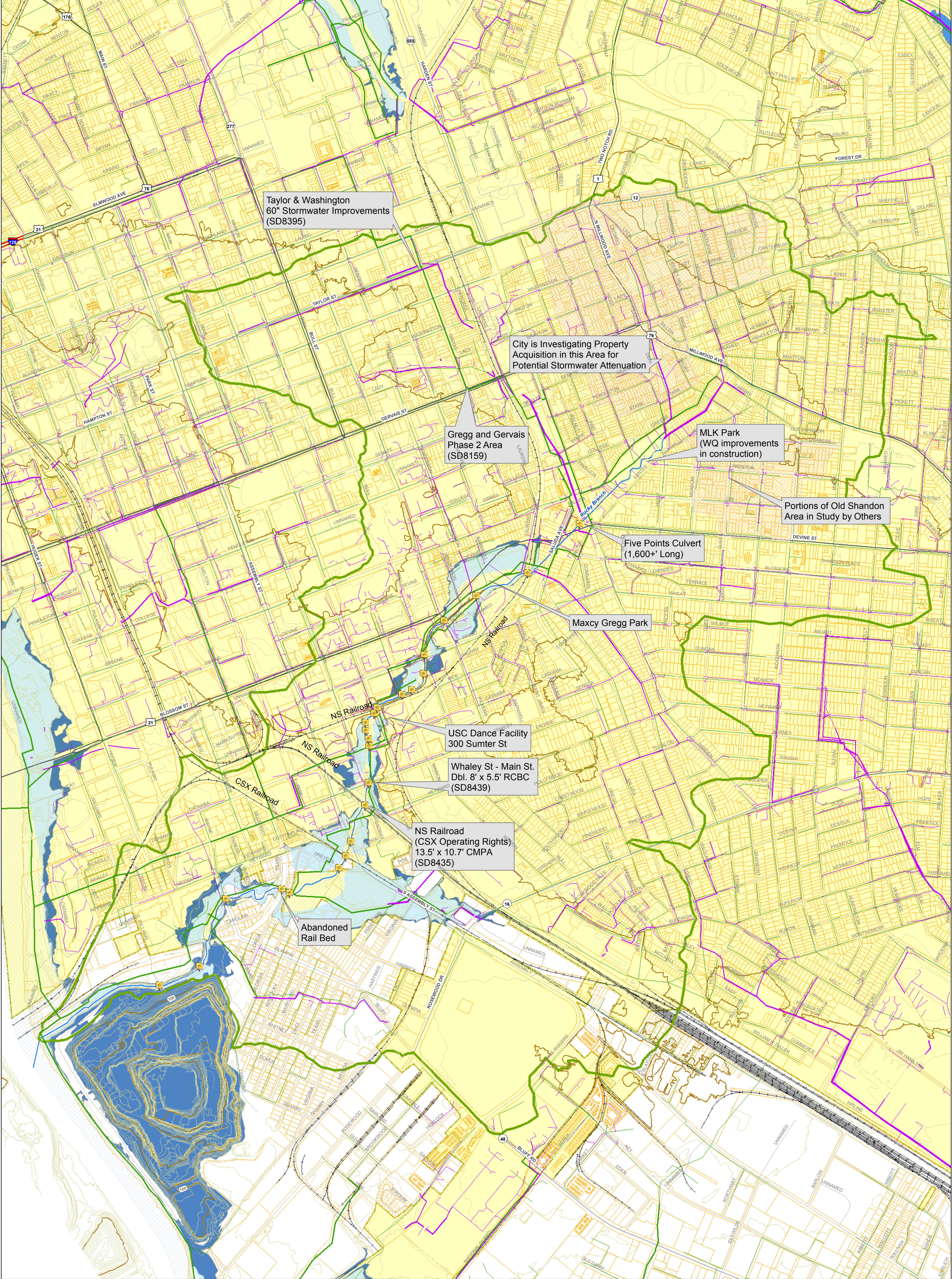
- Rocky Branch Watershed
- FEMA Floodplains (2017)
- Floodway
- Zone AE
- Zone A
- Shaded X (0.2%)
- Parcels
- Municipal Boundary

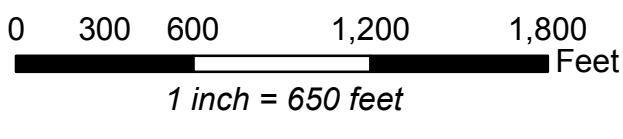
Project Notes:

- Watershed drainage area = 4 sq mi
- Mapped FEMA Floodplain = 2.5 mi
- Unmapped Project Stream = 0.5 mi
- Number of Stream Crossings = 25

Scoping Work Map

Rocky Branch
Drainage Improvements CIP
February 2019





 StreamCrossings	 Study Exclusion Areas
Storm Pipes	 RockyBranchWatershed
 < 36"	 FEMA Floodplains (2017)
 36" - 60"	 Floodway
 > 60"	 Zone AE
Sewer Mains	 Zone A
 <= 12"	 Shaded X (0.2%)
 > 12"	 Parcels
Contours (10ft)	 Municipal Boundary
 10	
 100	

Project Notes:

- Watershed drainage area = 4 sq mi
- Mapped FEMA Floodplain = 2.5 mi
- Unmapped Project Stream = 0.5 mi
- Number of Stream Crossings = 25

Scoping Work Map

Rocky Branch
Drainage Improvements CIP
February 2019



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to authorize Indefinite Delivery Contracts for Emergency Asphalt and Concrete Repair Services, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc. and North American Pipeline Management, Inc. in an amount not to exceed \$750,000.00 per agreement. We also request Council's approval for the execution of the final agreements, subsequent task orders, and option to extend services to the extent of Council's approved budget amount, in a form approved by the City's Attorney's Office with final approval by the City Manager.

PURPOSE: AOS Specialty Contractors, Inc. a certified LBE and DBE (Woman) of Lexington, SC will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

North American Pipeline Management a DBE (Woman) of Marietta, GA will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

REQUISITION NO.: R198157 & R198158

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516220-638500 and 5516221-638500 - The original budget amount is \$2,000,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

The Procurement and Contracts Department intends to award two (2) contracts for the procurement (RFQ004-18-19-RTB) based on requirements and in accordance with the City Procurement Policies and Procedures. The above referenced agreements are to compensate the Contractors for providing asphalt and concrete maintenance repair, and replacement.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** AOS Specialty Contractors, Inc.-Asphalt and Concrete Repair Services IDC (PDF)
- **#b:** North American Pipeline Management Inc.-Asphalt and Concrete Repair Services (PDF)



AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement is being awarded under procurement method RFQu004-18-19-RTB Asphalt and Concrete Repair Services Indefinite Delivery Contract (IDC).

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AOS Specialty Contractors, Inc., (hereinafter referred to as the "Contractor"), to provide asphalt and concrete maintenance repair, and replacement services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services. Specific project work under this Agreement will be issued under approved Task Order(s).
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of two (2) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes specified in the approved Task Order.

6. **COMPENSATION**

- A. The total compensation to be paid by the City to the Contractor under each Agreement shall be negotiated separately via individual Task Orders and, when combined with other engineering efforts related to this project, will not exceed the cumulative budget authorized by City Council. The cumulative not to exceed amount for awarded Contractors under RFQu004-18-19-RTB is Seven Hundred and Fifty Thousand Dollars and No/100 (\$750,000.00)
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure: See Exhibit B

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

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

D. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit C)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Contractor for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	____%
MBE	____%
WBE	____%
LSA	____%

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

G. Task Order Administration:

Task order competition will be obtained among the Contractor(s) as requirements are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task Orders (Exhibit A) shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Each task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Orders shall not be artificially divided to circumvent procurement regulations.

The City will consider the Contractor's effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work. The Contractor shall ensure that there is adequate coverage for all task orders awarded.

Task order requirements may be grouped for inclusion of several tasks by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the contract.

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

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

8. **INDEMNIFICATION & INSURANCE**

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

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the

AOS Specialty Contractors, Inc.
RFQu004-18-19-RTB Asphalt and Concrete Repair Services IDC

Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

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

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

9. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Agreement. Such approvals and/or

permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

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

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

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

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Contractor shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods

provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

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

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

AOS Specialty Contractors, Inc.

Name: Dianne Rushing
Title: President
Address: 1124 Two Notch Road
Lexington, SC 29073
Phone: (803) 798-6831
Email: Dianne@aosscc.org

16. **CONSENT DECREE** Non-Applicable

A. The services performed by the Contractor pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South*

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Carolina by and through the Department of Health and Environmental Control v. City of Columbia, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.
- E. The Contractor shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

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

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

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

- K. In carrying out services under this Agreement, 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, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

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training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

Vice President AOS SPECIALTY CONTRACTORS, INC.

Print: Name/Title Signature Date: 3/5/19

Recommended by:

Dana R. Higgins, P.E., LEED A.P. Director of Engineering

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

LOG

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List of Exhibits

Exhibit A – Task Order (Sample)

Exhibit B – Invoicing Procedure

Exhibit C – Prompt Payment Affidavit

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Exhibit A (SAMPLE)
TASK ORDER

Task Order Number: _____

This Task Order to the Indefinite Delivery Contract (RFQu004-18-19-RTB) between the City of Columbia and AOS Specialty Contractors, Inc., for Asphalt and Concrete Repair Services (RFQu004-18-19-RTB), dated _____ (Contract) provides for the following engineering services:

Scope of Work:

Schedule:

Compensation:

Compensation for the services as specified within the general scope of the Indefinite Delivery Contract referencing RFQu004-18-19-RTB will be identified below and will be within the maximum Contract value of \$750,000.00.

Limitation of Funds

Funding for this Contract is subject to the following terms and will be included at the applicable level in each Task Order:

- a). The parties estimate that performance of this Contract will be addressed in Task Order(s).
- b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, inclusive of any fee. The Engineer agrees to perform, or have performed, work under the terms of the Task Order up to the point that the total amount paid and payable by the City under the Task Order, but does not exceed the total amount of the Contract.
- c). The Contractor shall notify the City's Project Manager and Contracts Administrator in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and

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allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Contractor's written request the Purchasing Agent, or his/her designee, will terminate the Task Order on such date in accordance with the provisions of the Termination clause as outlined herein.

e). If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Purchasing Agent, or his/her designee, may terminate this Contract on that later date.

f). Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause

1. The City is not obligated to reimburse the Contractor for costs incurred in excess of the amounts specified in the individual Task Orders and the aggregate total of all executed Task Orders shall not exceed _____, and no/100 Dollars (\$_____.00); and

2. The Contractor is obligated to continue performance under this Contract and any approved Task Order (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the Contract and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by Modification or Amendment of the Contract or authorization to proceed from the Purchasing Agent, or his/her designee, shall affect the amount allocated by the City within this Contract.

In the absence of the specified notice, the City is not obligated to reimburse the Contractor for any costs in excess of the total amount allocated.

h). When and to the extent that the amount allocated by the City in the Contract and/or any approved Task Order is increased, any costs the Contractor incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in the Contract and/or any approved Task Order unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this Contract. If this Contract is terminated, the City and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the terms of the Contract, based upon the share of costs incurred by the parties.

The Contractor's compensation for the above described services shall be:

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- _____ 1. A lump sum fee of _____.
- _____ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit H to the Contract.

Summary of Compensation:

Total of Previous Task Orders:	\$ _____
This Task Order:	\$ _____ -
Total Approved Compensation to Date:	\$ _____ -

Approval of Task Order:

CITY OF COLUMBIA

AOS Specialty Contractors, Inc.

By: _____
Title: Director of Engineering

By: _____
Title: _____

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Invoicing Procedure: Exhibit B

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Contractor's project schedule must be the basis for full or a percentage of payment for work completed on the Contractor's invoice.
4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
5. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Contractor shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).

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14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Contractor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

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EXHIBIT C - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public



AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement is being awarded under procurement method RFQu004-18-19-RTB Asphalt and Concrete Repair Services Indefinite Delivery Contract (IDC).

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and North American Pipeline Management Inc., (hereinafter referred to as the "Contractor"), to provide asphalt and concrete maintenance repair, and replacement services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services. Specific project work under this Agreement will be issued under approved Task Order(s).
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of two (2) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in the approved Task Order.

6. **COMPENSATION**

- A. The total compensation to be paid by the City to the Contractor under each Agreement shall be negotiated separately via individual Task Orders and, when combined with other engineering efforts related to this project, will not exceed the cumulative budget authorized by City Council. The cumulative not to exceed amount for awarded Contractors under RFQu004-18-19-RTB is Seven Hundred and Fifty Thousand Dollars and No/100 (\$750,000.00)
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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C. Invoicing Procedure: See Exhibit B

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

D. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit C)

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	____%
MBE	____%
WBE	____%
LSA	____%

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

G. Task Order Administration:

Task order competition will be obtained among the Contractor(s) as requirements are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task Orders (Exhibit A) shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Each task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Orders shall not be artificially divided to circumvent procurement regulations.

The City will consider the Contractor's effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work. The Contractor shall ensure that there is adequate coverage for all task orders awarded.

Task order requirements may be grouped for inclusion of several tasks by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the contract.

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractors, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice,

shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the

Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;

- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

North American Pipeline Management Inc.
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15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

North American Pipeline Management Inc.

Name: Dorelly Herford
Title: President
Address: PO Box 683638
Marietta, GA 30068
Phone: (678) 592-5079
Email: dorelly.arango@napminc.com

16. **CONSENT DECREE** Non-Applicable

- A. The services performed by the Contractor pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the City

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- with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.
- E. The Contractor shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations,

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representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

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

- K. In carrying out services under this Agreement, 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, promotion, 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 setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NORTH AMERICAN PIPELINE MANAGEMENT INC.

Dorelly A. Herford, President

Print: Name/Title

Signature

Date: 3-11-19

Recommended by:

Dana R. Higgins, P.E., LEED A.P. Director of Engineering

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Task Order (Sample)

Exhibit B – Invoicing Procedure

Exhibit C – Prompt Payment Affidavit

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Exhibit A (Sample)

TASK ORDER

Task Order Number: _____

This Task Order to the Indefinite Delivery Contract (RFQu004-18-19-RTB) between the City of Columbia and North American Pipeline Management Inc., for Asphalt and Concrete Repair Services (RFQu004-18-19-RTB), dated _____ (Contract) provides for the following engineering services:

Scope of Work:

Schedule:

Compensation:

Compensation for the services as specified within the general scope of the Indefinite Delivery Contract referencing RFQu004-18-19-RTB will be identified below and will be within the maximum Contract value of \$750,000.00.

Limitation of Funds

Funding for this Contract is subject to the following terms and will be included at the applicable level in each Task Order:

- a). The parties estimate that performance of this Contract will be addressed in Task Order(s).
- b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, inclusive of any fee. The Engineer agrees to perform, or have performed, work under the terms of the Task Order up to the point that the total amount paid and payable by the City under the Task Order, but does not exceed the total amount of the Contract.
- c). The Contractor shall notify the City's Project Manager and Contracts Administrator in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of

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Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Contractor's written request the Purchasing Agent, or his/her designee, will terminate the Task Order on such date in accordance with the provisions of the Termination clause as outlined herein.

e). If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Purchasing Agent, or his/her designee, may terminate this Contract on that later date.

f). Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause

1. The City is not obligated to reimburse the Contractor for costs incurred in excess of the amounts specified in the individual Task Orders and the aggregate total of all executed Task Orders shall not exceed _____, and no/100 Dollars (\$ _____00); and

2. The Contractor is obligated to continue performance under this Contract and any approved Task Order (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the Contract and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by Modification or Amendment of the Contract or authorization to proceed from the Purchasing Agent, or his/her designee, shall affect the amount allocated by the City within this Contract.

In the absence of the specified notice, the City is not obligated to reimburse the Contractor for any costs in excess of the total amount allocated.

h). When and to the extent that the amount allocated by the City in the Contract and/or any approved Task Order is increased, any costs the Contractor incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in the Contract and/or any approved Task Order unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this Contract. If this Contract is terminated, the City and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the terms of the Contract, based upon the share of costs incurred by the parties.

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The Contractor's compensation for the above described services shall be:

- _____ 1. A lump sum fee of _____.
- _____ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit H to the Contract.

Summary of Compensation:

Total of Previous Task Orders:

\$ _____

This Task Order:

\$ -

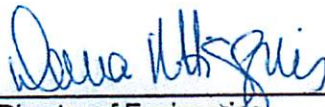
Total Approved Compensation to Date:

\$ -

Approval of Task Order:

CITY OF COLUMBIA

North American Pipeline Management, Inc.

By: 
Title: Director of Engineering

By: _____
Title: _____

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Invoicing Procedure: Exhibit B

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Contractor's project schedule must be the basis for full or a percentage of payment for work completed on the Contractor's invoice.
4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
5. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Contractor shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with

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- no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
 15. The Contractor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

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EXHIBIT C - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. _____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. _____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify six (6) Emergency Procurements for the replacement and repair of water main systems, roadway repairs throughout the City, elevator repairs, as requested by Columbia Water, and the Support Services Department. Award to the lowest responsive bidder for each project, in the total amount of \$1,038,032.00.

PURPOSE:

REQUISITION NO.: R194334, R195080, R194486, R194674, R195656, R197060

FUNDING SOURCE & ORIGINAL BUDGET: Capital Replacement: Water & Sewer Capital Projects- Capital Projects Costs; 5529999-658650/WM447901-658650; (\$580,888.00); Water & Sewer Capital Projects- Capital Projects Costs; 5529999-658650/WM448301-658650; (\$67,150.00); Parking Imp Project Control- Capital Projects Costs; 5329999-658650/PG101304-658650 (\$106,593.00); Engineering- Special Projects; 5511706-638500; (\$131,400.00); Engineering- Special Projects; 5511706-638500; (\$53,892.00); Engineering- Special Projects; 5511706-638500; (\$89,700.00).

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.-Item (6) Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Emergency procurements.

ATTACHMENTS:

- **#a:** R194334 - Lake Murray Utility - Elmhurst Street (PDF)
- **#b:** R195080 - G.H. Smith Construction - Harrison Rd. (PDF)
- **#c:** R194486 - Southern Elevator - Sumter Street Parking Garage (PDF)

- #d: R194674 - G.H. Smith - Montigue Road (PDF)
- #e: R195656 - G.H. Smith - Santee Street (PDF)
- #f: R197060 - AOS, Inc. - Broad Street (PDF)

Requisition# R194334 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the Replacement of
6" Water Mains along L-lmhurst Road, Parkside Drive, Coles Road and
Johnson Avenue (Service Renew)

as an emergency procurement from Lake Murray Utilities Company, Inc. in the total amount of
\$623,150. This will be funded from account 552 0000 050000. This total includes a ⁽¹⁾10% contingency over the
contractor's bid of \$528,080.

The basis for this emergency determination and the reason no other vendor is suitable is:
Lake Murray Utilities Company, Inc. is the lowest competition bid for the project and are ready to begin
work immediately. In the future, once the 6" Water Line Replacement RFO has been completed, this project would be
completed under the RFO.

10/4/18

Date

Amounts \$623,150

Signature of Department Head

11/2/18
Date

Signature of Purchasing Agent

11/2/18
Date

Signature of Finance Director

11/3/2018
Date

Signature of Asst. City Manager

11/5/18
Date

Signature of City Manager

11/7/18
Date

*Form must be routed in
the order of the signatures*

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 03/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email and any counterparts exchanged in this manner shall be considered originals.

Gibbs, Julia A

From: Palen, Jeffery M
Sent: Friday, November 02, 2018 4:48 PM
To: Gibbs, Julia A
Cc: Wright, Sandra A
Subject: Re: Emergency Procurement for Elmhurst

Approved.

Sent from my iPhone

> On Nov 2, 2018, at 4:35 PM, Gibbs, Julia A <Julia.Gibbs@columbiasc.gov> wrote:

>

> Good Afternoon Mr. Palen:

>

> Can you sign this Emergency Procurement for Ms. Alonso?

>

> Thank you,

>

> Julia A. Gibbs

>

> From: Gibbs, Julia A

> Sent: Friday, November 02, 2018 4:30 PM

> To: Alonso, Janice L <Janice.Alonso@columbiasc.gov>

> Cc: Higgins, Anita S <Anita.Higgins@columbiasc.gov>; Wright, Sandra A

> <Sandra.Wright@columbiasc.gov>

> Subject: Emergency Procurement for Elmhurst

>

> Good Afternoon Ms. Alonso:

>

> Please see attached Emergency Procurement for review and approval.

>

> Please advise if you require additional information.

>

> Thank you,

>

> [cid:image001.png@01D472C9-4E3731A0]Julia A. Gibbs Procurement

> Specialist Department of Procurement & Contracts

> 1800 Main Street, 2nd Floor

> Columbia, SC 29201

> Julia.Gibbs@columbiasc.gov<mailto:Julia.Gibbs@columbiasc.gov>

> Phone: (803) 545-3470

> Fax: (803) 758-1013

>

>

> <Emergency Procurement for Elmhurst.pdf> <image001.png>

CIP PROJECT #: W384479

6" WATER MAIN REPLACEMENT ALONG ELMHURST ROAD, PARKSIDE DRIVE, COLES ROAD, AND JOHNSON AVENUE (SERVICE REPAIR)

8" WATER MAIN REPLACEMENT ALONG ELMHURST ROAD, PARKSIDE DRIVE, COLLES ROAD, AND JOHNSON AVENUE (SERVICE REPAIR)													
Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Lukas Murray Utility Company, Inc.		GFI Smith		Cynthia Yeo and Sons			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LF	\$ 17,500	\$ 17,500	\$ 3,000	\$ 3,000	\$ 7,000	\$ 7,000	\$ 25,000	\$ 25,000		
2	6" Ductile Iron Pipe (including all fittings and appurtenances)	2,640	LF	\$ 75	\$ 198,000	\$ 72	\$ 190,080	\$ 80	\$ 211,200	\$ 80	\$ 211,200		
3	6" Ductile Iron Pipe RJ (including all fittings and appurtenances)	400	LF	\$ 90	\$ 36,000	\$ 75	\$ 30,000	\$ 84	\$ 33,600	\$ 80	\$ 32,000		
4	6" Tapping Sleeve and Valve (Valve includes Box, Cover, & Concrete Collar)	3	EA	\$ 7,500	\$ 22,500	\$ 4,500	\$ 13,500	\$ 4,000	\$ 12,000	\$ 4,000	\$ 12,000		
5	Connect to Existing 6" and 8" Water Mains	3	EA	\$ 7,500	\$ 22,500	\$ 1,500	\$ 4,500	\$ 2,000	\$ 6,000	\$ 3,000	\$ 9,000		
6	New Fire Hydrant Assembly (to include the teetapping sleeve, gate valve, hydrant lead, & hydrant)	4	EA	\$ 6,500	\$ 26,000	\$ 4,000	\$ 16,000	\$ 4,000	\$ 16,000	\$ 4,500	\$ 18,000		
7	6" Gate Valve w/ Box, Cover, & Concrete Collar	4	EA	\$ 1,500	\$ 6,000	\$ 1,000	\$ 4,000	\$ 850	\$ 3,400	\$ 1,200	\$ 4,800		
8	In-place Abandonment of Existing 1.5" and 2" Water Mains w/Caps	1	LS	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500		
9	In-place Abandonment of Existing 2" Water Mains w/Caps (Johnson)	1	LS	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500		
10	In-place Abandonment of Existing 1.5" and 2" Valves	6	EA	\$ 1,500	\$ 9,000	\$ 1,000	\$ 6,000	\$ 700	\$ 4,200	\$ 1,000	\$ 6,000		
11	In-place Abandonment of Existing 2" Valves (Johnson Avenue)	2	EA	\$ 1,500	\$ 3,000	\$ 1,000	\$ 2,000	\$ 700	\$ 1,400	\$ 1,000	\$ 2,000		
12	Reconnect Water Service (including saddle, tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)												
a)	Short Side Water Service (1")	25	EA	\$ 700	\$ 17,500	\$ 1,000	\$ 25,000	\$ 700	\$ 17,500	\$ 1,000	\$ 25,000		
b)	Long Side Water Service (1")	10	EA	\$ 1,200	\$ 12,000	\$ 2,500	\$ 25,000	\$ 1,000	\$ 10,000	\$ 3,000	\$ 30,000		
c)	Long Side Water Service (2")	1	EA	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 6,000	\$ 6,000		
d)	Short Side Water Service (1") (Johnson Avenue)	9	EA	\$ 700	\$ 6,300	\$ 1,000	\$ 9,000	\$ 1,500	\$ 13,500	\$ 1,500	\$ 13,500		
e)	Long Side Water Service (1") (Johnson Avenue)	6	EA	\$ 1,200	\$ 7,200	\$ 2,200	\$ 13,200	\$ 2,200	\$ 13,200	\$ 3,000	\$ 18,000		
13	Remove and Replace Asphalt Pavement (To be paid by Tickets)	100	TONS	\$ 400	\$ 40,000	\$ 225	\$ 22,500	\$ 200	\$ 20,000	\$ 400	\$ 40,000		
14	Excavatable Flowable Fill (200 psi)	800	CY	\$ 100	\$ 80,000	\$ 140	\$ 112,000	\$ 150	\$ 120,000	\$ 125	\$ 100,000		
15	Erosion and Sediment Control	1	LS	\$ 15,000	\$ 15,000	\$ 7,500	\$ 7,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000		
16	Restoration (to include, but not limited to sod replacement and all driveway/sidewalk repairs)	1	LS	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000		
17	Traffic Control	1	LS	\$ 10,000	\$ 10,000	\$ 7,500	\$ 7,500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		
SUBTOTAL:				\$	644,500	\$	628,080	\$	643,700	\$	629,580		
CONTINGENCY (10%):				\$	64,450	\$	62,808	\$	64,370	\$	62,958		
TOTAL WITH CONTINGENCY:				\$	708,950	\$	690,888	\$	708,070	\$	692,538		

Wright, Sandra A

From: Wright, Sandra A
Sent: Wednesday, October 31, 2018 2:48 PM
To: Bolling, Andrea R
Cc: Higgins, Dana R; Winburn, David M
Subject: RE: Elmhurst Emergency

Andrea, please proceed as you recommended below. SAW

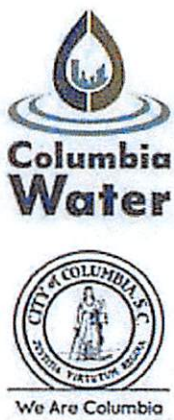
From: Bolling, Andrea R
Sent: Wednesday, October 31, 2018 2:32 PM
To: Wright, Sandra A
Cc: Higgins, Dana R; Winburn, David M
Subject: Elmhurst Emergency

Hi Sandra,

We have project on Elmhurst that is adjacent to a current water project that has been identified as a water quality and low water pressure issue. Lake Murray Utilities is the contract completing the work on the North Main project. We initially thought of sole sourcing the work on Elmhurst to them, but decided it would be better to look at this project as an emergency project instead in order to ensure competitive pricing. While we would expect Lake Murray Utilities to be the low bid since they are already mobilized out there, we would like to move forward with inviting Lake Murray and 2 other contractors to bid on this emergency project.

Please advise if this is an acceptable approach. Let me know if you have any questions or need more information. Upon approval, we expect to meet with these contractors on-site tomorrow afternoon for a prebid.

-Andrea



Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
 Andrea.Bolling@ColumbiaSC.gov
 Phone: (803) 545-3379
 Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to Andrea.Bolling@ColumbiaSC.gov**

JUSTIFICATION FOR
Requisition# _____
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the Replacement of
6" Water Mains along Falmhurst Road, Parkside Drive, Coles Road and
Johnson Avenue (Service Renew)

as an emergency procurement from Lake Murray Utilities Company, Inc. in the total amount of
\$623,150. This will be funded from account 552 0000 050000. This total includes a 10% contingency over the
contractor's bid of \$523,000.

The basis for this emergency determination and the reason no other vendor is suitable is:
Lake Murray Utilities Company, Inc. is the lowest competitive bid for the project and not ready to begin
work immediately. In the future, once the 6" Water Line Replacement RFO has been completed, this project would be
completed under the RFO.

10/1/18

Date:

Amount \$ 623,150

*Form must be routed in
the order of the signatures*

<u>[Signature]</u>	<u>11/2/18</u>
Signature of Department Head	Date
<u>[Signature]</u>	<u>11/3/18</u>
Signature of Purchasing Agent	Date
<u>[Signature]</u>	<u>11/3/2018</u>
Signature of Finance Director	Date
<u>[Signature]</u>	<u>11/5/18</u>
Signature of Asst. City Manager	Date
<u>[Signature]</u>	<u>11/6/18</u>
Signature of City Manager	Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 03/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email and any counterparts exchanged in this manner shall be considered originals.

Gibbs, Julia A

From: Palen, Jeffery M
Sent: Friday, November 02, 2018 4:48 PM
To: Gibbs, Julia A
Cc: Wright, Sandra A
Subject: Re: Emergency Procurement for Elmhurst

Approved.

Sent from my iPhone

> On Nov 2, 2018, at 4:35 PM, Gibbs, Julia A <Julia.Gibbs@columbiasc.gov> wrote:
 >
 > Good Afternoon Mr. Palen:
 >
 > Can you sign this Emergency Procurement for Ms. Alonso?
 >
 > Thank you,
 >
 > Julia A. Gibbs
 >
 > From: Gibbs, Julia A
 > Sent: Friday, November 02, 2018 4:30 PM
 > To: Alonso, Janice L <Janice.Alonso@columbiasc.gov>
 > Cc: Higgins, Anita S <Anita.Higgins@columbiasc.gov>; Wright, Sandra A
 > <Sandra.Wright@columbiasc.gov>
 > Subject: Emergency Procurement for Elmhurst
 >
 > Good Afternoon Ms. Alonso:
 >
 > Please see attached Emergency Procurement for review and approval.
 >
 > Please advise if you require additional information.
 >
 > Thank you,
 >
 > [cid:image001.png@01D472C9.4E3731Ao]Julia A. Gibbs Procurement
 > Specialist Department of Procurement & Contracts
 > 1800 Main Street, 2nd Floor
 > Columbia, SC 29201
 > Julia.Gibbs@columbiasc.gov<mailto:Julia.Gibbs@columbiasc.gov>
 > Phone: (803) 545-3470
 > Fax: (803) 758-1013
 >
 >
 > <Emergency Procurement for Elmhurst.pdf> <image001.png>

CIP PROJECT #: W24474

6" WATER MAIN REPLACEMENT ALONG ELANURST ROAD, PARKSIDE DRIVE, COLES ROAD, AND JOHNSON AVENUE (SERVICE RENEW)

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Lata Murray Utility Company, Inc.		GH Match		Carroll Top and Bone	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LF	\$ 17,500	\$ 17,500	\$ 3,000	\$ 3,000	\$ 7,000	\$ 7,000	\$ 25,000	\$ 25,000
2	6" Ductile Iron Pipe (including all fittings and appurtenances)	2,640	LF	\$ 75	\$ 198,000	\$ 72	\$ 190,080	\$ 80	\$ 211,200	\$ 80	\$ 193,600
3	6" Ductile Iron Pipe RJ (including all fittings and appurtenances)	400	LF	\$ 90	\$ 36,000	\$ 78	\$ 30,000	\$ 84	\$ 33,600	\$ 80	\$ 32,000
4	6" Teeing Sleeve and Valve (Valve includes Box, Cover, & Concrete Collar)	3	EA	\$ 7,500	\$ 22,500	\$ 4,500	\$ 13,500	\$ 4,000	\$ 12,000	\$ 4,500	\$ 13,500
5	Connect to Existing 6" and 8" Water Mains	3	EA	\$ 7,500	\$ 22,500	\$ 1,500	\$ 4,500	\$ 2,000	\$ 6,000	\$ 3,000	\$ 9,000
6	New Fire Hydrant Assembly (to include the teeflapping sleeve, gate valve, hydrant test, & hydrant)	4	EA	\$ 5,500	\$ 22,000	\$ 4,000	\$ 16,000	\$ 4,000	\$ 16,000	\$ 4,400	\$ 17,600
7	6" Gate Valve w/ Box, Cover, & Concrete Collar	4	EA	\$ 1,000	\$ 4,000	\$ 1,000	\$ 4,000	\$ 650	\$ 3,400	\$ 1,500	\$ 6,000
8	In-place Abandonment of Existing 1.8" and 2" Water Mains w/Caps	1	LS	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500
9	In-place Abandonment of Existing 2" Water Main w/Caps (Johnson)	1	LS	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500
10	In-place Abandonment of Existing 1.8" and 2" Valves	6	EA	\$ 1,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ 100	\$ 600	\$ 1,500	\$ 9,000
11	In-place Abandonment of Existing 2" Valves (Johnson Avenue)	2	EA	\$ 1,500	\$ 3,000	\$ 1,000	\$ 2,000	\$ 100	\$ 200	\$ 1,500	\$ 3,000
12	Reconnect Water Service (including saddle, tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)	28	EA	\$ 700	\$ 19,600	\$ 1,000	\$ 28,000	\$ 700	\$ 19,600	\$ 1,000	\$ 28,000
a)	Short Side Water Service (1")	10	EA	\$ 1,200	\$ 12,000	\$ 2,200	\$ 22,000	\$ 1,400	\$ 14,000	\$ 3,000	\$ 30,000
b)	Long Side Water Service (1")	1	EA	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 4,500	\$ 4,500
c)	Long Side Water Service (2")	9	EA	\$ 700	\$ 6,300	\$ 1,000	\$ 9,000	\$ 1,500	\$ 13,500	\$ 1,500	\$ 13,500
d)	Short Side Water Service (1") (Johnson Avenue)	6	EA	\$ 1,200	\$ 7,200	\$ 2,200	\$ 13,200	\$ 2,200	\$ 13,200	\$ 3,000	\$ 18,000
13	Remove and Replace Asphalt Pavement (To be paid by Tickets)	100	TONS	\$ 400	\$ 40,000	\$ 225	\$ 22,500	\$ 250	\$ 25,000	\$ 400	\$ 40,000
14	Excavatable Flowable Fill (200 psi)	500	CY	\$ 100	\$ 50,000	\$ 140	\$ 70,000	\$ 150	\$ 75,000	\$ 125	\$ 62,500
15	Erosion and Sediment Control	1	LS	\$ 15,000	\$ 15,000	\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
16	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
17	Traffic Control	1	LS	\$ 10,000	\$ 10,000	\$ 7,500	\$ 7,500	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000
SUBTOTAL:				\$	664,800	\$	638,080	\$	645,700	\$	689,600
CONTINGENCY (10%):				\$	66,480	\$	63,808	\$	64,570	\$	68,960
TOTAL WITH CONTINGENCY:				\$	731,280	\$	701,888	\$	710,270	\$	758,560

Wright, Sandra A

From: Wright, Sandra A
Sent: Wednesday, October 31, 2018 2:48 PM
To: Bolling, Andrea R
Cc: Higgins, Dana R; Winburn, David M
Subject: RE: Elmhurst Emergency

Andrea, please proceed as you recommended below. SAW

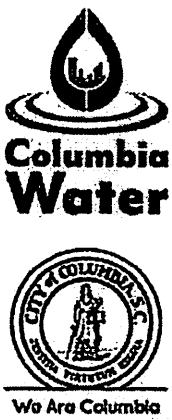
From: Bolling, Andrea R
Sent: Wednesday, October 31, 2018 2:32 PM
To: Wright, Sandra A
Cc: Higgins, Dana R; Winburn, David M
Subject: Elmhurst Emergency

Hi Sandra,

We have project on Elmhurst that is adjacent to a current water project that has been identified as a water quality and low water pressure issue. Lake Murray Utilities is the contract completing the work on the North Main project. We initially thought of sole sourcing the work on Elmhurst to them, but decided it would be better to look at this project as an emergency project instead in order to ensure competitive pricing. While we would expect Lake Murray Utilities to be the low bid since they are already mobilized out there, we would like to move forward with inviting Lake Murray and 2 other contractors to bid on this emergency project.

Please advise if this is an acceptable approach. Let me know if you have any questions or need more information. Upon approval, we expect to meet with these contractors on-site tomorrow afternoon for a prebid.

-Andrea



Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
 Andrea.Bolling@ColumbiaSC.gov
 Phone: (803) 545-3379
 Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.gov

City of Columbia E-Mail Address Change Notice:

**Please note that my email address has changed to Andrea.Bolling@ColumbiaSC.gov

JUSTIFICATION FOR
Requisition# _____
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Water Service Renew along Harrison Road
between Intersection at Reynolds Drive and Bagnal Drive, Reconnect Existing 2"⁽¹⁾
Water Main at Bagnal Drive to Existing 6" Water Main to address Health and Safety Issues.

as an emergency procurement from GH Smith Construction, Inc. in the total amount of
\$75,840. This will be funded from account WM3001-19 Water Quality Projects. This total includes a⁽²⁾
20% contingency over the contractor's bid of \$63,200.

The basis for this emergency determination and the reason no other vendor is suitable is:

GH Smith Construction, Inc. is the lowest competitive bid for the project and are ready to begin
work on Monday 11/26/2018.⁽³⁾

11/20/18

Date

Amount \$75,840

Andrea Bollins ^{For Dona Higgins}
Signature of Department Head

Date 11/21/18

Darryl A. Wright
Signature of Purchasing Agent

Date 1/30/19

Alonso
Signature of Finance Director

Date 2/2/2019

Casey S.B.
Signature of Asst. City Manager

Date 2/12/19

Cheresa Nelson
Signature of City Manager

Date

*Form must be routed in
the order of the signatures*

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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CIP PROJECT #: WM4483
WATER SERVICE RENEW ALONG HARRISON ROAD

Item No.	Description	Estimated Quantities	Unit	GH Smith		Carolina Tap and Bore		Lake Murray Utility Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
2	Connect Existing 2" Water Main to Existing 6" Water Main (Including all Fittings and Appurtenances)	1	LS	\$ 4,500	\$ 4,500	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500
3	In-place Abandonment of Existing 2" PVC Water Main Plugged (cut and plug three (3) sides). Please note that the Existing Water Main shall be abandoned in place and only capped. In addition, please note that the Existing 2" PVC Water Main is currently operational and all Services must be renewed before Abandonment	3	EA	\$ 1,500	\$ 4,500	\$ 2,000	\$ 6,000	\$ 2,500	\$ 7,500
4	Renew Water Service Long Side (including saddle, 1" tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)	9	EA	\$ 2,400	\$ 21,600	\$ 3,200	\$ 28,800	\$ 2,500	\$ 22,500
5	Renew Water Service Short Side (including saddle, 1" tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)	8	EA	\$ 1,200	\$ 9,600	\$ 1,600	\$ 12,800	\$ 1,500	\$ 12,000
6	New Fire Hydrant Assembly (to include the tee/tapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	\$ 7,000	\$ 7,000	\$ 4,000	\$ 4,000	\$ 4,500	\$ 4,500
7	Remove and Replace Asphalt Pavement (To be paid by Tickets)	3	TN	\$ 1,000	\$ 3,000	\$ 300	\$ 900	\$ 250	\$ 750
8	Excavatable Flowable Fill (200 psi)	5	CY	\$ 200	\$ 1,000	\$ 150	\$ 750	\$ 150	\$ 750
9	Restoration (to include, but not limited to sod replacement)	1	LS	\$ 8,000	\$ 8,000	\$ 6,000	\$ 6,000	\$ 15,000	\$ 15,000
SUBTOTAL:				\$63,200		\$67,250		\$70,500	
CONTINGENCY (20%):				\$12,640					
TOTAL:				\$75,840					

CIP PROJECT #: WM4483

WATER SERVICE RENEW ALONG HARRISON ROAD

Contractor: GH Smith Construction, Inc.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LS	4,000.00	4,000.00
2	Connect Existing 2" Water Main to Existing 6" Water Main (including all Fittings and Appurtenances)	1	LS	4,500.00	4,500.00
3	In-place Abandonment of Existing 2" PVC Water Main Plugged (cut and plug three (3) sides). Please note that the Existing Water Main shall be abandoned in place and only capped. In addition, please note that the Existing 2" PVC Water Main is currently operational and all Services must be renewed before Abandonment.	3	EA	1,500.00	4,500.00
4	Renew Water Service Long Side (including saddle, 1" tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)	9	EA	2,400.00	21,600.00
5	Renew Water Service Short Side (including saddle, 1" tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)	8	EA	1,200.00	9,600.00
6	New Fire Hydrant Assembly (to include the teetapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	7,000.00	7,000.00
7	Remove and Replace Asphalt Pavement (To be paid by Tickets)	3	TN	1,000.00	3,000.00
8	Excavatable Flowable Fill (200 psi)	5	CY	200.00	1,000.00
9	Restoration (to include, but not limited to sod replacement)	1	LS	8,000.00	8,000.00
TOTAL:					63,200.00

Jerry Smith
803-622-5139

Requisition# R194486JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure new elevator basement hoist machine
(1)
including brake and DC motor with encoder.

as an emergency procurement from Southern Elevator Company
(2)

The basis for this emergency determination and the reason no other vendor is suitable is:
Currently, elevator is out of service. This particular elevator serves the hotel as
(3)

well as student housing and needs to be operational as soon as possible.
Southern Elevator is our current maintenance vendor for all repairs.

11/28/2018

Date

Amount\$ 65,850.00

Signature of Department Head

Date

Signature of Purchasing Agent

Date

Signature of Finance Director

Date

Signature of City Manager

Date

* Form must be routed inthe order of the signatures*

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



SOUTHERN ELEVATOR COMPANY, INC

November 19, 2018

City of Columbia
P.O. Box 147
Columbia, SC 29217

ATTN: Mr. Wesley White

RE: (1) Elevator located at Sumter Street Parking Garage-Hampton Side Elevator #2.

Dear Mr. White,

- Hang elevator car.
- Remove existing elevator hoist ropes and discard.
- Remove obsolete elevator machine, take apart, remove from machine room and discard.
- Take apart new elevator hoist machine to get it into the machine room.
- Furnish and install (1) new elevator basement hoist machine including brake and DC motor with encoder.
- Furnish and install new elevator hoist ropes with wedge shackles.
- Adjust as needed.
- Test and permit as required by state code.
- Run elevator and check elevator for proper operation.
- Return elevator to service.

The below listed price does not include any repairs that may be required due to the unsatisfactory performance of the equipment during the safety test. We will not be responsible for any damages to the elevator equipment, other property, or personal damages that may occur from this test.

All work will be performed during the regular working hours of the elevator trade.

This price is firm but is subject to change if not accepted within sixty (60) days.

PRICE: Sixty Five Thousand Eight Hundred Fifty Dollars and.....NO/100 (\$65,850.00)

Payment terms are 25% upon acceptance, 25% when materials arrive in our Columbia Office and the balance upon completion before turning your elevator over for use.

We appreciate the opportunity to be of service to you and ask that you contact me at any time that we may be of further assistance to you.

Respectfully,
Southern Elevator Company, Inc.

Jeffrey K. Racow
Sales & Service Representative

Customer Acceptance _____

By _____

Title _____

Date _____

Requisition# R194674 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to install approximately
1,200 linear feet 6" water main. The existing 2" water main has several breaks and has
an above ground by pass. There are water quality, low pressure, health and safety issues.

as an emergency procurement from GH Smith Construction Company, Inc. for a total cost of
\$131,400 from WM3001-19. This total includes a 20% contingency over the Contractors Bid of \$109,500.

The basis for this emergency determination and the reason no other vendor is suitable is:

GH Smith Construction, Inc. is the lowest competitive bid for the project and are ready to begin
work on Wednesday 1/02/2019.

12/20/2018

Amount \$ 131,400

Date

*Form must be routed in
the order of the signatures*

<u>Craig B. Bolding</u>	<u>for</u>	<u>12/20/18</u>
Signature of Department Head	Signature	Date
<u>April J. Wright</u>		<u>12/20/18</u>
Signature of Purchasing Agent		Date
<u>J. L. Lomax</u>		<u>12/26/18</u>
Signature of Finance Director		Date
<u>W. C. S. S.</u>		<u>12/27/18</u>
Signature of Asst. City Manager		Date
<u>Theresa Wilson</u>		<u>1/2/19</u>
Signature of City Manager		Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

CIP PROJECT #: WM4485													
NEW 6" WATER MAIN REPLACEMENT ALONG MONTAGUE ROAD													
Item No.	Description	Estimated Quantities	Unit	Engineers Estimate		G.H. Smith Construction, Inc.		Lake Murray Utility Company, Inc.		North American Pipeline Management, Inc.		Caroline Tap & Bore, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LF	\$ 6,000	\$ 6,000	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 7,161	\$ 7,161	\$ 10,000	\$ 10,000
2	6" Ductile Iron Pipe RJ (including all Fittings and Appurtenances)	1,200	LF	\$ 75	\$ 90,000	\$ 55	\$ 66,000	\$ 60	\$ 72,000	\$ 63	\$ 75,600	\$ 90	\$ 108,000
3	6" Tapping Sleeve and Valve (Valve includes Box, Cover, & Concrete Collar)	2	EA	\$ 7,500	\$ 15,000	\$ 4,000	\$ 8,000	\$ 3,500	\$ 7,000	\$ 5,500	\$ 11,000	\$ 4,000	\$ 8,000
4	New Fire Hydrant Assembly (to include the tee/tapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	\$ 6,500	\$ 6,500	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 5,630	\$ 5,630	\$ 5,000	\$ 5,000
5	6" Gate Valve w/ Box, Cover, & Concrete Collar	1	EA	\$ 2,500	\$ 2,500	\$ 600	\$ 600	\$ 800	\$ 800	\$ 2,002	\$ 2,002	\$ 1,500	\$ 1,500
6	In-place Abandonment of Existing 2" Water Mains w/Caps	1	LS	\$ 3,500	\$ 3,500	\$ 3,000	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,730	\$ 1,730	\$ 2,000	\$ 2,000
7	In-place Abandonment of Existing 2" Valves	2	EA	\$ 1,500	\$ 3,000	\$ 200	\$ 400	\$ 500	\$ 1,000	\$ 1,028	\$ 2,056	\$ 2,000	\$ 4,000
8	Reconnect Water Service (Short Side 1") (including saddle, tubing, corporation stop, curb stop, backflow)	5	EA	\$ 1,500	\$ 7,500	\$ 1,000	\$ 5,000	\$ 500	\$ 2,500	\$ 1,298	\$ 6,490	\$ 1,200	\$ 6,000
9	Remove and Replace Asphalt Pavement (To be paid by Tickets)	10	TONS	\$ 400	\$ 4,000	\$ 400	\$ 4,000	\$ 225	\$ 2,250	\$ 350	\$ 3,500	\$ 400	\$ 4,000
10	Excavatable Flowable Fill (200 psi)	30	CY	\$ 200	\$ 6,000	\$ 110	\$ 3,300	\$ 140	\$ 4,200	\$ 290	\$ 8,850	\$ 150	\$ 4,500
11	Erosion and Sediment Control	1	LS	\$ 6,000	\$ 6,000	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 6,617	\$ 6,617	\$ 5,000	\$ 5,000
12	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	\$ 6,000	\$ 6,000	\$ 7,000	\$ 7,000	\$ 7,500	\$ 7,500	\$ 18,221	\$ 18,221	\$ 40,000	\$ 40,000
13	Traffic Control	1	LS	\$ 7,000	\$ 7,000	\$ 2,000	\$ 2,000	\$ 5,000	\$ 5,000	\$ 5,908	\$ 5,908	\$ 10,000	\$ 10,000
SUBTOTAL:				\$ 163,000		\$ 109,500		\$ 113,750		\$ 157,258		\$ 208,000	
CONTINGENCY (20%):				\$ 32,600		\$ 21,900		\$ 22,750		\$ 31,452		\$ 41,600	
TOTAL WITH CONTINGENCY:				\$ 195,600		\$ 131,400		\$ 136,500		\$ 188,711		\$ 249,600	

Error in Bid Amount

CIP PROJECT #: WMxxxx

NEW 6" WATER MAIN REPLACEMENT ALONG MONTIGUE ROAD

Contractor:

Carolina Tap & Bore, Inc.
 2430 Morningside Drive
 West Columbia, SC 29169

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LF	10,000. ⁰⁰	10,000.00
2	6" Ductile Iron Pipe RJ (Including all Fittings and Appurtenances)	1,200	LF	90. ⁰⁰	108,000.00
3	6" Tapping Sleeve and Valve (Valve Includes Box, Cover, & Concrete Collar	2	EA	4000. ⁰⁰	8000.00
4	New Fire Hydrant Assembly (to include the tee/tapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	5000. ⁰⁰	5000.00
5	6" Gate Valve w/ Box, Cover, & Concrete Collar	1	EA	1500. ⁰⁰	1500.00
6	In-place Abandonment of Existing 2" Water Mains w/Caps	1	LS	2000. ⁰⁰	2000.00
7	In-place Abandonment of Existing 2" Valves	2	EA	2000. ⁰⁰	4000.00
8	Reconnect Water Service (Short Side 1") (including saddle, tubing, corporation stop, curb stop, backflow	5	EA	1200. ⁰⁰	6,000.00
9	Remove and Replace Asphalt Pavement (To be paid by Tickets)	10	TONS	400. ⁰⁰	4000.00
10	Excavatable Flowable Fill (200 psi)	30	CY	150. ⁰⁰	4,500.00
11	Erosion and Sediment Control	1	LS	5000. ⁰⁰	5000.00
12	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	40,000. ⁰⁰	40,000.00
13	Traffic Control	1	LS	10,000. ⁰⁰	10,000.00
				TOTAL Bid:	208,000.00

Carolina Tap & Bore, Inc.
 2430 Morningside Drive
 West Columbia, SC 29169

Richard Young

CIP PROJECT #: WMxxxx

NEW 6" WATER MAIN REPLACEMENT ALONG MONTIGUE ROAD

Contractor: GH Smith Construction, Inc.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LF	4,000.00	4,000.00
2	6" Ductile Iron Pipe RJ (Including all Fittings and Appurtenances)	1,200	LF	55.00	66,000.00
3	6" Tapping Sleeve and Valve (Valve Includes Box, Cover, & Concrete Collar	2	EA	4,000.00	8,000.00
4	New Fire Hydrant Assembly (to include the tee/tapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	4,000.00	4,000.00
5	6" Gate Valve w/ Box, Cover, & Concrete Collar	1	EA	800.00	800.00
6	In-place Abandonment of Existing 2" Water Mains w/Caps	1	LS	3,000.00	3,000.00
7	In-place Abandonment of Existing 2" Valves	2	EA	200.00	400.00
8	Reconnect Water Service (Short Side 1") (including saddle, tubing, corporation stop, curb stop, backflow	5	EA	1,000.00	5,000.00
9	Remove and Replace Asphalt Pavement (To be paid by Tickets)	10	TONS	400.00	4,000.00
10	Excavatable Flowable Fill (200 psi)	30	CY	110.00	3,300.00
11	Erosion and Sediment Control	1	LS	2,000.00	2,000.00
12	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	7,000.00	7,000.00
13	Traffic Control	1	LS	2,000.00	2,000.00
				TOTAL Bid:	\$109,500.00

CIP PROJECT #: WMxxxx

NEW 6" WATER MAIN REPLACEMENT ALONG MONTIGUE ROAD

Contractor: Lake Murray Utility Company, Inc.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LF	5000.00	5,000.00
2	6" Ductile Iron Pipe RJ (Including all Fittings and Appurtenances)	1,200	LF	60.00	72,000.00
3	6" Tapping Sleeve and Valve (Valve Includes Box, Cover, & Concrete Collar	2	EA	3500.00	7,000.00
4	New Fire Hydrant Assembly (to include the teetapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	4000.00	4,000.00
5	6" Gate Valve w/ Box, Cover, & Concrete Collar	1	EA	800.00	800.00
6	In-place Abandonment of Existing 2" Water Mains w/Caps	1	LS	1000.00	1,000.00
7	In-place Abandonment of Existing 2" Valves	2	EA	500.00	1,000.00
8	Reconnect Water Service (Short Side 1") (Including saddle, tubing, corporation stop, curb stop, backflow	5	EA	500.00	2,500.00
9	Remove and Replace Asphalt Pavement (To be paid by Tickets)	10	TONS	225.00	2,250.00
10	Excavatable Flowable Fill (200 psi)	30	CY	140.00	4,200.00
11	Erosion and Sediment Control	1	LS	1500.00	1,500.00
12	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	7500.00	7,500.00
13	Traffic Control	1	LS	5000.00	5,000.00
				TOTAL Bid:	113,750.00

CIP PROJECT #: WMxxxx

NEW 6" WATER MAIN REPLACEMENT ALONG MONTIGUE ROAD

Contractor: North American Pipeline Management, Inc.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LF	\$7,161.00	\$7,161.00
2	6" Ductile Iron Pipe RJ (Including all Fittings and Appurtenances)	1,200	LF	\$63.00	\$75,600.00
3	6" Tapping Sleeve and Valve (Valve Includes Box, Cover, & Concrete Collar	2	EA	\$5,598.00	\$5,598.00
4	New Fire Hydrant Assembly (to include the tee/tapping sleeve, gate valve, hydrant lead, & hydrant)	1	EA	\$5,630.00	\$5,630.00
5	6" Gate Valve w/ Box, Cover, & Concrete Collar	1	EA	\$2,002.00	\$2,002.00
6	In-place Abandonment of Existing 2" Water Mains w/Caps	1	LS	\$1,730.00	\$1,730.00
7	In-place Abandonment of Existing 2" Valves	2	EA	\$1,028.00	\$2,056.00
8	Reconnect Water Service (Short Side 1") (including saddle, tubing, corporation stop, curb stop, backflow	5	EA	\$1,298.00	\$6,490.00
9	Remove and Replace Asphalt Pavement (To be paid by Tickets)	10	TONS	\$390.00	\$3,900.00
10	Excavatable Flowable Fill (200 psi)	30	CY	\$295.00	\$8,850.00
11	Erosion and Sediment Control	1	LS	\$8,517.00	\$8,517.00
12	Restoration (to include, but not limited to sod replacement and all Driveway/Sidewalk Repairs)	1	LS	\$18,221.00	\$18,211.00
13	Traffic Control	1	LS	\$5,906.00	\$5,906.00
TOTAL Bid:					\$151,661.00

Daise, Celestine

From: Bolling, Andrea R
Sent: Friday, December 07, 2018 4:24 PM
To: Daise, Celestine
Cc: Jones, Tiffany J
Subject: Requisitions

Celeste,

As we talked about, can you set up requisitions for the following companies for \$1 in preparation for any upcoming freeze events in which we will need emergency repair services?

Carolina Tap and Bore
 North American Pipe Maintenance
 GH Smith
 Lake Murray Utilities
 LAD

If you can put in some type of note indicating these are initial place holders for potential emergency services in IFAS and that POs will be issued based on an actual low bid for individual projects. Please let me know if you have questions or need additional information.

The budget code is 551 1706 6385.

Thanks!



Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
Andrea.Bolling@ColumbiaSC.gov
 Phone: (803) 545-3379
 Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to Andrea.Bolling@ColumbiaSC.gov**

JUSTIFICATION FOR

Requisition # _____

EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure asphalt repair services due to a 10" waterline break on Santee Street. The access to the Bank of America's drive thru tellers is limited to one lane due to this roadway damage.

as an emergency procurement from GH Smith Construction Inc in the total amount of \$53,892 \$51,170.66 638500. This total includes a 10% contingency over the contractor's bid of \$44,910.

The basis for this emergency determination and the reason no other vendor is suitable is:

GH Smith is the lowest competitive bid for the project and are ready to begin work immediately.

(3)

2/5/19

Date

Amount \$53,892

Audra Boone for *Boone*
Signature of Department Head

2/5/19

Date

Shannon Lizen
Signature of Purchasing Agent

2/20/19

Date

Yellon
Signature of Finance Director

2/27/19

Date

Casey
Signature of Asst. City Manager

2/28/19

Date

Teresa
Signature of City Manager

3-1-19

Date

*Form must be routed in
the order of the signatures*

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email and any counterparts exchanged in this manner shall be considered originals.

JUSTIFICATION FOR
Requisition# R197060
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Contractual services for the repair of the asphalt roadway on Broad Street within the Richmond

Memorial Hospital property. A SCE&G contractor damaged a waterline within the right of way of Broad Street. City forces were able to repair the waterline, but a contractor is needed to repair the roadway. (1)

We contacted the two contractors who responded to the RFI Q for the Asphalt and Concrete ICC, North American Pipe Management, Inc. (NAPM) and AOS Specialty Contractors, Inc. (AOS)

as an emergency procurement from AOS, Inc. for a cost of \$89,7000 funded from 551 1706
638500. This total includes the bid amount of \$74,749.12 as well as a 20% contingency (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase
the possibility of additional damage to the roadway. (3) AOS was selected for their ability to
respond immediately. This contractor is very familiar with working with city specification and
standards for waterline repair. AOS is available to start work immediately and was the lowest of the two contractors.

4/23/2019

Date

Amount \$ 87,900

[Signature]
Signature of Department Head

4/23/19
Date

[Signature]
Signature of Purchasing Agent

4/23/19
Date

[Signature]
Signature of Finance Director

4/25/19
Date

[Signature]
Signature of Asst. City Manager

4/23/19
Date

[Signature]
Signature of City Manager

4/26/2019
Date

*Form must be routed in
the order of the signatures*

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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JUSTIFICATION FOR
Requisition# R197060
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Contractual services for the repair of the asphalt roadway on Broad Street within the Richland

Memorial Hospital property. A SCE&G contractor damaged a waterline within the right of way of Broad Street. City forces were able to repair the waterline, but a contractor is needed to repair the roadway. ⁽¹⁾

We contacted the two contractors who responded to the RFQ for the Asphalt and Concrete IDC, North American Pipe Management, Inc. (NAPM) and AOS Specialty Contractors, Inc. (AOS).

as an emergency procurement from AOS, Inc. for a cost of \$89,7000 funded from 551 1706
638500. This total includes the bid amount of \$74,749.12 as well as a 20% contingency ⁽²⁾

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase
the possibility of additional damage to the roadway. ⁽³⁾ AOS was selected for their ability to
respond immediately. This contractor is very familiar with working with city specification and
standards for waterline repair. AOS is available to start work immediately and was the lowest of the two contractors.

4/23/2019

Date

Amount \$ 87,900

David Higgins
Signature of Department Head

4/23/19
Date

James Wilson
Signature of Purchasing Agent

4/23/19
Date

***Form must be routed in
the order of the signatures***

CEC
Signature of Finance Director

Date

Jeffrey W. Wilson
Signature of Asst. City Manager

4/23/19
Date

Jeffrey W. Wilson
Signature of City Manager

4/20/2019
Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

AOS

BID FORM
 BID 0X-18-19-XXX

PROJECT NAME: Richland Memorial Hospital Road Repair from Water Main Leak - Broad Street
 CIP # WM4496

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization A (Complete Removal of Lifted Suspect Asphalt Damaged by Water Leak)	1	LS	\$ 6,750.00	\$ 6,750.00
2	Mobilization B (Mill & Replace Asphalt between Intersection & Speed Bump)	1	LS	\$ 6,750.00	\$ 6,750.00
3	Saw cut and remove asphalt pavement (Water Main Leak Area and Area between Intersection & Speed Bump - to be paid by tickets provided to inspector)	61	TN	\$ 118.72	\$ 7,241.92
4	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by tickets provided to inspector)	60	TN	\$ 26.92	\$ 1,615.20
5	Exploratory Excavation for lifted, suspect asphalt (to be paid by tickets provided to inspector)	333	TN	\$ 10.00	\$ 3,330.00
6	Select backfill (compacted topsoil - to be paid by tickets provided to inspector)	32	TN	\$ 20.00	\$ 640.00
7	Crusher run (to include but not limited to the replacement of excavated fill from Item 5 above - to be paid by tickets provided to inspector)	333	TN	\$ 24.00	\$ 7,992.00
8	1 3/4" of Surface C asphalt pavement per SCDOT (for parking lot - to be paid by tickets provided to inspector)	2	TN	\$ 400.00	\$ 800.00
10	1 3/4" of Surface C asphalt pavement per SCDOT (for area between intersection & speed bump, NOT INCLUDING SUSPECT AREA - to be paid by tickets provided to inspector)	45	TN	\$ 400.00	\$ 18,000.00
11	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT (for suspect area - to be paid by tickets provided to inspector)	15	TN	\$ 400.00	\$ 6,000.00
12	1.5' Barrier curb and gutter (to match existing)	40	LF	\$ 65.00	\$ 2,600.00
13	Irrigation Pipe Repair	40	LF	\$ 38.25	\$ 1,530.00
14	White striping for Stop Sign Bars	4	EA	\$ 1,000.00	\$ 4,000.00
15	Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
16	Traffic control	1	LS	\$ 6,000.00	\$ 6,000.00

SUBMIT THE ELECTRONIC COPY TO
 bennie.gable@columbiasc.gov erica.glover@columbiasc.gov

TOTAL BID AMOUNT \$ 74,749.12

REV 1

(Revised crusher run quantity to include exploratory excavation backfill)

NAPM
(Original)

BID FORM
BID 0X-18-19-XXX

PROJECT NAME: Richland Memorial Hospital Road Repair from Water Main Leak - Broad Street
CIP # WM4496

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization A (Complete Removal of Lifted Suspect Asphalt Damaged by Water Leak)	1	LS	\$ 37,000.00	\$ 37,000.00
2	Mobilization B (Mill & Replace Asphalt between Intersection & Speed Bump)	1	LS	\$ 23,500.00	\$ 23,500.00
3	Saw cut and remove asphalt pavement (Water Main Leak Area, Area between Intersection & Speed Bump) (to be paid by tickets provided to inspector)	61	TN	\$ 212.00	\$ 12,932.00
4	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by tickets provided to inspector)	60	TN	\$ 115.00	\$ 6,900.00
5	Exploratory Excavation for lifted, suspect asphalt (to be paid by tickets provided to inspector)	333	TN	\$ 64.00	\$ 21,312.00
6	Select backfill (compacted topsoil) (to be paid by tickets provided to inspector)	32	TN	\$ 152.00	\$ 4,864.00
7	Crusher run (to be paid by tickets provided to inspector)	34	TN	\$ 158.00	\$ 5,372.00
8	1 3/4" of Surface C asphalt pavement per SCDOT (for parking lot) (to be paid by tickets provided to inspector)	2	TN	\$ 489.00	\$ 978.00
10	1 3/4" of Surface C asphalt pavement per SCDOT (for area between intersection & speed bump, NOT INCLUDING SUSPECT AREA) (to be paid by tickets provided to inspector)	45	TN	\$ 439.00	\$ 19,755.00
11	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT (for suspect area) (to be paid by tickets provided to inspector)	15	TN	\$ 489.00	\$ 7,335.00
12	1.5' Barrier curb and gutter (to match existing)	40	LF	\$ 87.00	\$ 3,480.00
13	Irrigation Pipe Repair	40	LF	\$ 58.00	\$ 2,320.00
14	White striping for Stop Sign Bars	4	EA	\$ 580.00	\$ 2,320.00
15	Restoration	1	LS	\$ 9,800.00	\$ 9,800.00
16	Traffic control	1	LS	\$ 12,800.00	\$ 12,800.00
SUBMIT THE ELECTRONIC COPY TO bennie.gable@columbiasc.gov erica.glover@columbiasc.gov				TOTAL BID AMOUNT \$ 170,668.00	

* We sent a corrected bid form -
NAPM Returned the wrong one -
the following sheet is with the
Corrected quantity.

NAPM
(collected)

BID FORM
BID 0X-18-19-XXX

PROJECT NAME: Richland Memorial Hospital Road Repair from Water Main Leak - Broad Street
CIP # WM4496

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization A (Complete Removal of Lifted Suspect Asphalt Damaged by Water Leak)	1	LS	\$ 37,000.00	\$ 37,000.00
2	Mobilization B (Mill & Replace Asphalt between Intersection & Speed Bump)	1	LS	\$ 23,500.00	\$ 23,500.00
3	Saw cut and remove asphalt pavement (Water Main Leak Area, Area between Intersection & Speed Bump) (to be paid by tickets provided to inspector)	61	TN	\$ 212.00	\$ 12,932.00
4	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by tickets provided to inspector)	60	TN	\$ 115.00	\$ 6,900.00
5	Exploratory Excavation for lifted, suspect asphalt (to be paid by tickets provided to inspector)	333	TN	\$ 64.00	\$ 21,312.00
6	Select backfill (compacted topsoil) (to be paid by tickets provided to inspector)	32	TN	\$ 152.00	\$ 4,864.00
7	Crusher run (to be paid by tickets provided to inspector)	333	TN	\$ 158.00	\$ 52,614.00
8	1 3/4" of Surface C asphalt pavement per SCDOT (for parking lot) (to be paid by tickets provided to inspector)	2	TN	\$ 489.00	\$ 978.00
10	1 3/4" of Surface C asphalt pavement per SCDOT (for area between intersection & speed bump, NOT INCLUDING SUSPECT AREA) (to be paid by tickets provided to inspector)	45	TN	\$ 439.00	\$ 19,755.00
11	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT (for suspect area) (to be paid by tickets provided to inspector)	15	TN	\$ 489.00	\$ 7,335.00
12	1.5' Barrier curb and gutter (to match existing)	40	LF	\$ 87.00	\$ 3,480.00
13	Irrigation Pipe Repair	40	LF	\$ 58.00	\$ 2,320.00
14	White striping for Stop Sign Bars	4	EA	\$ 580.00	\$ 2,320.00
15	Restoration	1	LS	\$ 9,800.00	\$ 9,800.00
16	Traffic control	1	LS	\$ 12,800.00	\$ 12,800.00
SUBMIT THE ELECTRONIC COPY TO bennie.gable@columbiasc.gov erica.glover@columbiasc.gov			TOTAL BID AMOUNT \$ 217,910.00		



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve contract renewals for the 2019/2020 fiscal year totaling \$9,162,138.52 . Contract renewals listed are for various departments, funds, and amounts. See attached chart for specific department information.

REQUISITION NO.: See attached chart

FUNDING SOURCE & ORIGINAL BUDGET: See attached Chart

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Final Updated Info for Renewals and Extension_07 12 19 (PDF)
- **#b:** IT Quotes (PDF)

Dept/Division	Funding Source	VENDOR	BID TITLE	Contract Extension, Renewal or Funds Approval	Terms	Original Contract Amount	FY 19/20 Requested amount	Last FY PO Amount	FY 18/19 PO
Police	1012402-636600	Allegiance Industries	School Crossing Guards	SC State Contract #4400005081	SC State Contract Terms 5/8/-17-5/7/2022	\$148,000	\$200,000	\$168,000	P173650
Police	1012402-624100	Wright Johnston	Uniforms	Year 2 Initial Term	2 Year initial term expires 8/14/2020. Option to renew for 3 additional one year periods max term 8/14/2023.	\$243,000	\$225,000	\$291,600	P173282
Police	1012402-636600 5512703-636600	Security Management of South Carolina	Security Management of South Carolina	SC State Contract #4400008639 & City of Columbia Agreement	SC State Contract Terms 7/15/2014-7/14/2019 COC agreement not to exceed 2023	N/A	\$455,000	\$455,000	P175437
Fire	2082301-624100	Wright Johnston	Class A/B Fire Uniforms	Year 3 Initial Term	3 Year initial term expires 6/30/2020. Option to renew for 2 additional one year periods max term 5 years not to exceed 6/30/2022.	\$70,824	\$70,000	\$ 64,800	P164338
Information Tech/INTC	1011120-638200	Mythics, Inc.	Oracle Maintenance Support		SC State Contract #440006276	\$162,000	\$168,322	\$161,848.58	P172238

Information Tech/INTC	1011120-638200	SHI	Microsoft Enterprise	Year 3 of a 3 year agreement	SC State Contract #4400017751	\$634,742.39	\$634,742.39	\$634,742.39	P172237
Information Tech/INTC	1011120-638200	NWN Corp	Smartnet Software Services		SC State Contract#4400016104	\$77,480.68	\$89,150.82	\$78,826.84	P172236
Information Tech/INTC	6208962-632120	MD Technologies	Voice & Cabling Service	Contract Renewal	Initial Term 3 years ending June 30, 2019. Option to extend for an additional two-year period not to exceed June 30,2021.	\$75,000 \$40 per hour reg \$60 per hour OT \$80 per hour Holiday	\$75,000	\$75,000	P173164
Procurement & Contracts/ Citywide Use	6208956-624100	National Joint Powers Alliance	Unifirst	Cooperative Agreement (1 Year)			\$480,000	\$480,000	B000019
Procurement & Contracts/ Citywide Use	5516205-624100/ 1011213-625900/ 1011403-625900/ 5312413-624100/ 1013204-625900/ 1015104-625900/ 6208960-625900/ 1012402-624100/ 1014401-625900/ 1014402-625900/ 1014406-	Tyler Brothers	Safety Shoes	Contract Extension (6 Months)	6 month extension while bid is completed		\$85,000	\$85,000	

	625900/ 1014407- 625900/ 5534408- 625900/ 1014409- 625900								
ENGN	5529999- 658650/ SS696619- 658650	IPR Southeast LLC	Sanitary Sewer Pipe Rehabilitation	Contract Renewal (1 Year)	Initial term expires June 30, 2019 option to renew for three additional one-year period. No increase per solicitation	\$6,500,000	\$0 no cost Time Only Contract Renewal	\$6,500,000	P176135
WWTP	5516206- 638305	Rogers and Calcott	Environmental Testing	Contract Extension (1 Year)	Initial term one year option to extend two additional one year periods	\$117,105	\$50,565.31 Lab \$125,000 Compliance	\$117,105	P174332
Public Works	1014406- 638500	Martin Edwards & Associates	Compost Grinding	Year 2 Contract Renewal (1 Year)	Initial Term 6 months ending June 30, 2019 with option to extend two additional one year periods. Not to exceed June 30, 2021	\$103,181	\$154,000	\$103,181	P175685

Public Works	1011201-638200/ 1012402-638200/ 5312413-638200/ 6048920-638200/ 5516208-638200/ 6308971-638200/ 5516208-638200	Vulcan Construction	Aggregate Materials	Contract Renewal (1 Year)	Initial term June 30,2019 Option to renew for four additional one year periods. Not to exceed June 30, 2023 CPI clause included	\$400,325	\$400,325	\$400,325	
Support Services	1011201-638200/ 1012402-638200/ 5312413-638200/ 6048920-638200/ 5516208-638200/ 6308971-638200/ 5516208-638200	Goodwill	Professional Janitorial Services	Final Contract Renewal (1 Year)	Initial Term 3 years ending June 30, 2018 option to extend two additional one year terms.	\$187,048	\$187,770	\$189,770	P173682

Support Services	1011201-638200/ 1012402-638200/ 5312413-638200/ 6048920-638200/ 5516208-638200/ 6308971-638200/ 5516208-638200	American Facility Services	Professional Janitorial Services	Final Contract Renewal (1 Year)	Initial Term 3 years ending June 30, 2018 option to renew two additional one year terms.	\$365,668	\$365,688	\$365,688	P173681
Public Works	4039999-638710-9600000205-638710	Temple	Traffic Signal Central Software	Initial Term of Contract (Funds Approval FY 19-20)	Initial 3 years ending 10/20/20. Option to renew for an additional two year period	\$139,883.92	\$0 no cost Time Only Contract Renewal	\$151,074	P167683
WTCS	5511407-638300 5511407-631100	Laser Print Plus	Utility & Parking Bills Printing, Postage and Archiving Services	Contract Renewal (1 Year)	Initial Term ending June 30, 2019 option to extend for two additional one year periods.	\$1,432,237.20	\$864,000	\$861,100	P173257
WTMP- Clean Water 2020	5516205-638305	Duke's Root Control	Sanitary Sewer Root Control	Contract Renewal (1 Year)	Initial term expires 6/30/2019 option to extend three additional one year periods.	\$500,000 Includes contingency	\$500,000	\$500,000 Annually	P173398
WTMP	5516205-638305	DS Utilities	Sanitary Sewer Easement	Contract Renewal (1 Year)	Initial term expires 6/30/19 option to extend for three additional one year terms at original unit prices	\$1,903,100 Included contingency	\$1,903,100	\$1,903,100 Annually	P176892
WWTP	5516208-638200	CITI	Scada System Maintenance	Year 3 of Initial Term of Contract (Funds Approval FY 19-20)	Initial term 11/1/2017-June 30, 2022. Option to renew for two consecutive one year periods. CPI clause included.	\$305,097	\$312,725	\$312,725	P175049

WWTP	5516208-638300	Waste Management	Screenings, Grit and Sludge Hauling and Container Rental Services	Final Contract Renewal	Not to exceed 5 years ending June 30, 2020	\$881,400	\$636,000	\$636,000	P173088
WWTP	5516208-638300	Waste Management	Screenings, Grit & Sledge Landfill Disposal Services	Final year in the initial term.	Initial Term five years ending June 30, 2020 option to extend two additional one year terms. Total contract not to exceed 7 years.	\$2,950,950	\$764,000	\$764,000	P172780
WWTP	5516208-638200	P&S Construction	Wet Well Cleaning	Year 2 Contract Renewal (1 Year)	Initial term 3 years ending June 30, 2016 option to renew 2 additional one year periods. Not to exceed 2021.	\$427,145	\$416,750	\$427,095	P173089



NWN Corporation - Charlotte
2520 Whitehall Park Dr #250
Charlotte NC 28273
Phone: 704-496-6961
Tax ID# 04-3532235

Quote

24.b

Date 4/10/2019
Quote # QT129246

Expires 8/15/2019
Sales Rep Leary, Tom
IAE
Project
Terms Net 30
Quote Title Cisco SMARTnet Renewal without incentive
Sales Out Contract Number SC Cisco 4400016104 Networking

Quote for:

Accounting
City of Columbia
PO BOX 147
Columbia SC 29217
United States

Ship To:

Information Technology
City of Columbia
1136 WASHINGTON ST STE R
Suite 202/204
COLUMBIA SC 29201-3224
United States

Item	Quantity	Description	Price	Amount	Description (...)
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal Incumbent	60,512.02	60,512.02	
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal	3,722.91	3,722.91	
CON-SNTP-1	1	Please see attached spreadsheet for details Coverage expires 31-JUL-2020 *takeover SmartNet 24x7x4-Renewal Please see attached spreadsheet for details Coverage expires 31-JUL-2020 This quote contains an early renewal incentive if ordered by 7/24. If not ordered by then, the price goes to \$ \$91,294.80	24,915.89	24,915.89	

Subtotal 89,150.82
Shipping Cost (Electronic /Email delivery) 0.00
Total \$89,150.82



Reed Allen
Direct: 757.663-4929
Email: rallen@mythics.com

Company Name: City of Columbia

Quote Number: CC 2702187 FY20

Created on: May 15, 2019

Valid Through: July 15, 2019

Please reference quote
number on approved purchase
order.

Mythics, Inc.
4525 Main Street Suite 1500
Virginia Beach, VA 23462

Contact: Mark Johnson
Phone: (803) 737-4224
Email: mjohnson@columbiasc.net

ORACLE SUPPORT RENEWAL

Software Update License & Support

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Named User Plus	10	FULL USE	\$135.73
2	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Processor	2	FULL USE	\$1,357.45
3	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Named User Plus	10	FULL USE	\$282.30
4	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Processor	2	FULL USE	\$2,823.56
5	3383348	Oracle Database Enterprise Edition	1-Aug-19 To 31-Jul-20	Named User	35	FULL USE	\$5,646.41
6	3383348	Oracle Database Enterprise Edition	1-Aug-19 To 31-Jul-20	Processor	8	FULL USE	\$62,048.37
7	3383348	Oracle Diagnostics Pack	1-Aug-19 To 31-Jul-20	Named User	35	FULL USE	\$141.16
8	3383348	Oracle Diagnostics Pack	1-Aug-19 To 31-Jul-20	Processor	8	FULL USE	\$1,613.25
9	3383348	Oracle Internet Developer Suite	1-Aug-19 To 31-Jul-20	Named User	5	FULL USE	\$5,041.44
10	3383348	Oracle Programmer	1-Aug-19 To 31-Jul-20	Processor	10	FULL USE	\$2,016.57
11	3383348	Oracle Tuning Pack	1-Aug-19 To 31-Jul-20	Named User	35	FULL USE	\$141.16
12	3383348	Oracle Tuning Pack	1-Aug-19 To 31-Jul-20	Processor	8	FULL USE	\$1,613.25
13	3383348	Pure Name & Address (North America)	1-Aug-19 To 31-Jul-20	Processor	1	FULL USE	\$4,033.16
14	15934380	Oracle Real Application Clusters	1-Aug-19 To 31-Jul-20	Processor	8	FULL USE	\$36,574.96
15	15934380	Oracle WebLogic Server Standard Edition	1-Aug-19 To 31-Jul-20	Named User Plus	10	FULL USE	\$182.42
16	15934380	Configuration Management Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Processor	2	FULL USE	\$1,824.30
17	15934380	Diagnostics Pack for Oracle Middleware	1-Aug-19 To 31-Jul-20	Processor	3	FULL USE	\$21,748.53
18	18721751	Oracle WebCenter Content	1-Aug-19 To 31-Jul-20	Processor	1	FULL USE	\$21,098.53
SUPPORT:							\$168,322.55
NEW LICENSE & SUPPORT:							UPON REQUEST
TRAINING:							UPON REQUEST
SERVICES:							UPON REQUEST

TOTAL \$168,322.55

Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics Fed Tax ID# 54-1987871

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>.

You agree that Mythics has the right to cancel your support due to non-payment.

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please include the following statements in your order:

1. Mythics Quote #: CC 2702187 FY20
2. This order is placed pursuant to the terms and conditions of Mythics South Carolina state contract SC: 4400006276.
3. Payment terms are: Net 30

Fax order to 757-412-1060 or rallen@mythics.com



Pricing Proposal
 Quotation #: 17254602
 Created On: 6/7/2019
 Valid Until: 7/31/2019

City of Columbia

Eric Goodwill

1136 Washington Street
 Columbia, SC 29201
 UNITED STATES
 Phone: (803) 545-3198
 Fax: (803) 545-3396
 Email: ecgoodwill@columbiasc.net

Inside Account Manager

Eric Sulitzer

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 800-715-3197
 Fax: 732-868-6055
 Email: Eric_Sulitzer@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WINE3perDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	1527	\$38.49	\$58,774.23
2 WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm Microsoft - Part#: KV3-00356 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	150	\$48.32	\$7,248.00
3 CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	2550	\$14.84	\$37,842.00
4 O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	2550	\$167.08	\$426,054.00
5 ProjOnlnProfGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	12	\$260.44	\$3,125.28
6 VSPProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: Microsoft Reseller	2	\$302.21	\$604.42

7	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	25	\$36.04	\$901.00
8	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	15	\$33.58	\$503.70
9	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	1	\$651.10	\$651.10
10	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	5	\$90.09	\$450.45
11	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	1	\$586.40	\$586.40
12	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	1	\$144.14	\$144.14
13	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	20	\$576.58	\$11,531.60
14	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	16	\$289.11	\$4,625.76
15	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238	6	\$175.27	

Contract Name: Microsoft Reseller
 Contract #: 4400017751
 Coverage Term: 8/1/2019 – 7/31/2020
Note: Year 3 of 3

16	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	90	\$21.29	\$1,916.10
17	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	52	\$124.49	\$6,473.48
18	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	1	\$910.73	\$910.73
19	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic Microsoft - Part#: 7JQ-00448 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	18	\$3,811.63	\$68,609.34
20	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2019 – 7/31/2020 Note: Year 3 of 3	152	\$18.02	\$2,739.04
			Total	\$634,742.39

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-055 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)

PURPOSE: First reading approval was given on July 9, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-055 amend Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a) (PDF)

HISTORY:

07/09/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-055

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23,
Utilities and Engineering, Article V. Water and Sewer Rates,
Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)

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 V, Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a) is amended to read as follows:

Sec. 23-146. Fire hydrant, fire protection and sprinkler system charges.

(a) Fire hydrant charges added to water bills for out-of-city customers shall be:

	Current	Proposed
(1) Residential, single unit	\$ 8.00	\$ <u>10.00</u>
(2) Residential, multi-unit (served by one meter):		
a. First unit	8.00	<u>10.00</u>
b. Each additional unit	6.00	<u>7.50</u>
(3) Small business	10.00	<u>12.50</u>
(4) Commercial	18.00	<u>22.50</u>
(5) Heavy commercial or light industry	34.00	<u>42.50</u>
(6) Industry	44.00	<u>55.00</u>

(b) The minimum charge shall be made for each out-of-city meter connected to the water line, even though it may be cut off.

The rest and remainder of this section shall remain unchanged.

This ordinance is effective as of final reading.

Requested by:

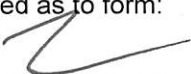
Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: 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, July 27, 2019 with a rain contingency of Saturday, August 3, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2019-042 Soda City Market Craft Saturday Biergarten (July 27) (PDF)

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, July 27, 2019 with a rain contingency of Saturday, August 3, 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 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, July 27, 2019, with a rain contingency of Saturday, August 3, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in 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, July 27, 2019, with a rain contingency of Saturday, August 3, 2019; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 1:00 p.m., on Saturday, July 27, 2019, with a rain contingency of Saturday, August 3, 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 between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, July 27, 2019, with a rain contingency of Saturday, J, 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 only within the designated Biergarten area located in 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, July 27, 2019, with a rain contingency of Saturday, August 3, 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 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, July 27, 2019, with a rain contingency of Saturday, August 3, 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, July 27, 2019, only within the designated Biergarten area located in 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, July 27, 2019, with a rain contingency of

Saturday, August 3, 2019, and with the exception of the sidewalks, parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages shall be closed on Saturday, August 3, 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

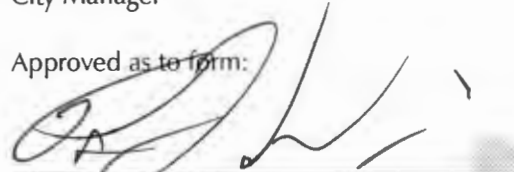
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant 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:	July 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.)	August 3, 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.).

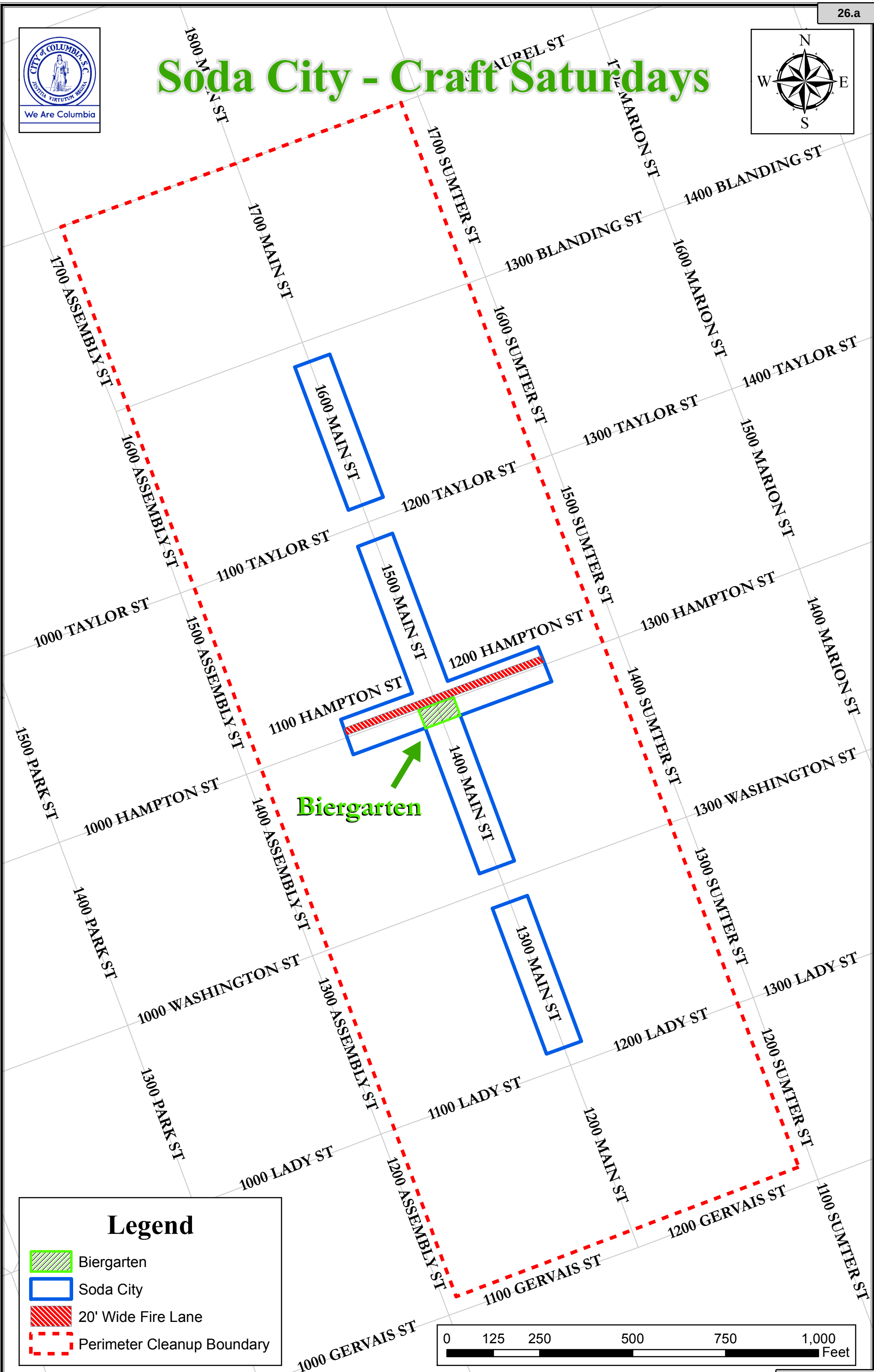
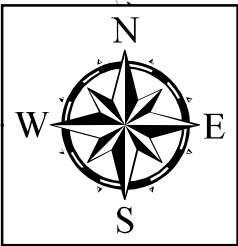
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
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: 1/2017

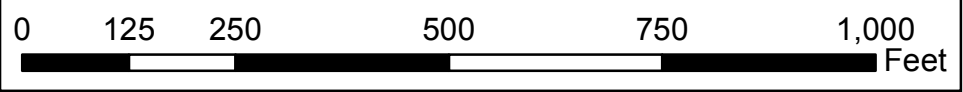


Soda City - Craft Saturdays



Legend

-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-057 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Jimmy Kuehnle and Mimi Kato Closing Party

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** R-2019-057 CMA Jimmy Kuehnle & Mimi Kato Closing Party (PDF)

RESOLUTION NO.: R-2019-057*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Jimmy Kuehnle and Mimi Kato Closing Party*

WHEREAS, the Columbia Museum of Art is sponsoring the Jimmy Kuehnle and Mimi Kato Closing Party in Boyd Plaza adjacent to the Museum on Friday, September 6, 2019 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Friday, September 6, 2019 from 6:00 p.m. until 10:30 p.m. for set up, clean up, and staging of the event to be held on Friday, September 6, 2019 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Friday, September 9, 2019 from 7:00 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 within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 7:00 p.m. and 9:30 p.m. Friday, September 6, 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 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 VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, 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, the courtyard/plaza area adjacent to the Museum, 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 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 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 Friday, September 6, 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

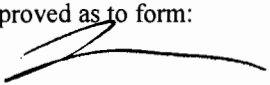
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

6/25/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame - CMA
843-617-9329
wbame@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Jimmy Kuehne & Mimi Kato
Closing Party

DATE(S) OF EVENTS:

September 6, 2019

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Columbia Museum of Art
1515 Main St. Columbia, SC 29201STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP

6:00pm - 10:30pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7:00pm - 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.)*

7:00pm - 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 the event 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., 545-3703; 413-8553; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation

Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Loretta Coleman; 545-3100; leosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

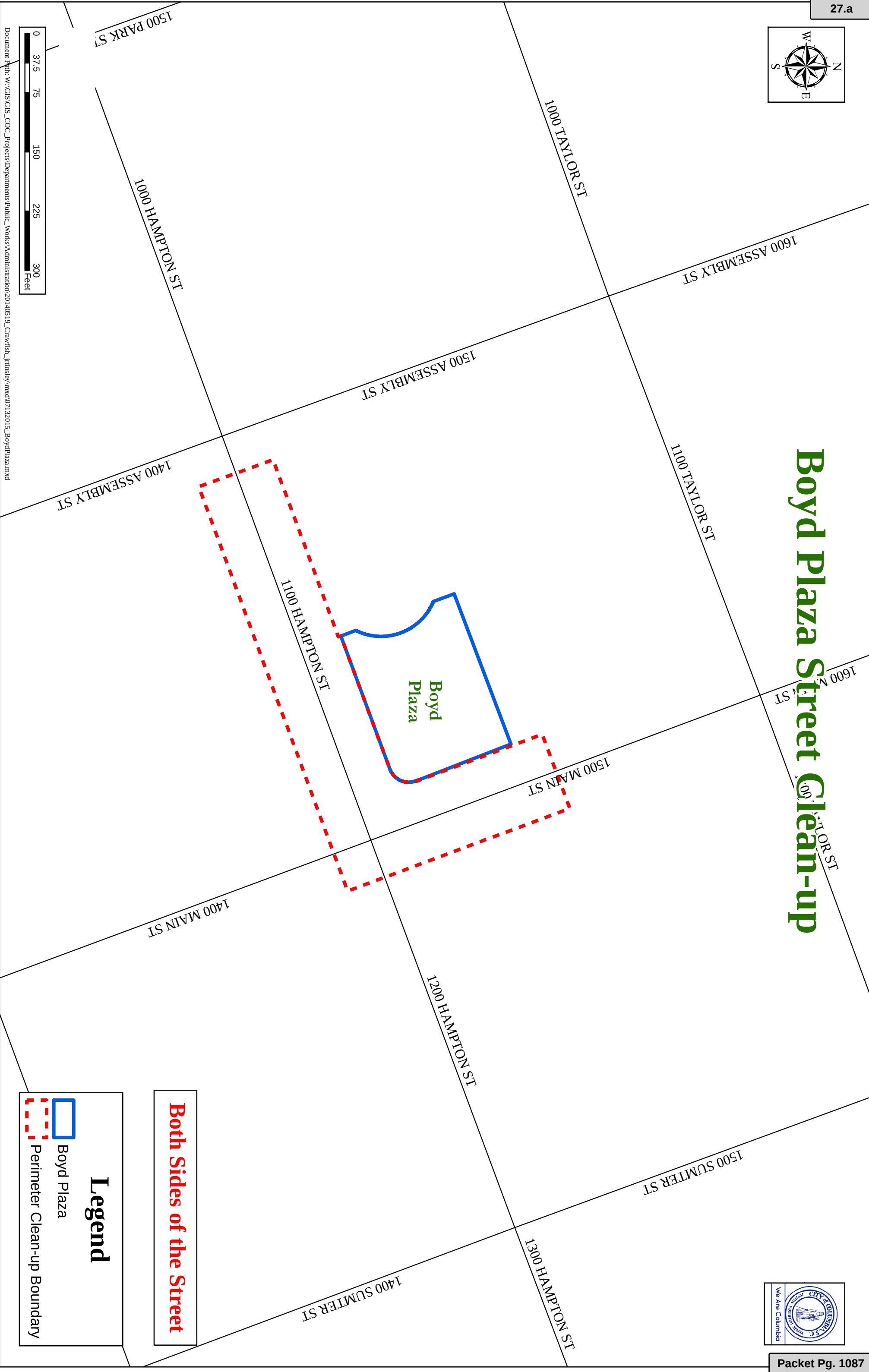
Last revised: 11/01/2013

2019-057

19-057



Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

- Boyd Plaza
- Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Recognition of Mr. Michael G. Cothran as the July Employee of the Month - Mr. Harry N. Tinsley, Director of Emergency Management

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2019_07_02_12_08_52 (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED

JUN 21 2019

HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Michael G. Cothran

EMPLOYEE'S DEPARTMENT/DIVISION: Emergency Management

Employee's Title: Emergency Management Specialist Date of Hire: 5/1/2006

Name of Nominator: Harry N. Tinsley Date: 6/18/2019

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Harry Tinsley Title: Supervisor

Name: N/A Title: Division Head

Name: *Harry N. Tinsley* Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Sylvia White Division: Information Technology

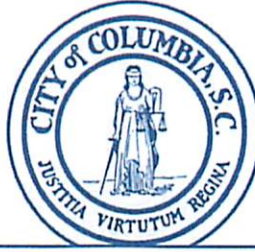
Name: Earle Marsh Division: Columbia Police Department

Name: Tracy Beymer Division: Emergency Management Specialist

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.



We Are Columbia

Office of Emergency Management • 1225 Lady Street, Columbia, SC 29201 • Phone: 803-545-4296 • Fax: 803-255-8115

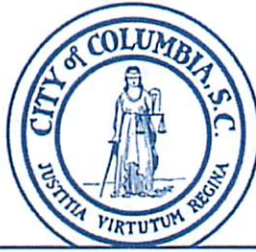
To: Terri Hooper, Human Resources Manager
From: Harry N. Tinsley, Director 
Date: June 21, 2019
RE: July 2019 City Employee of the Month Nomination

Please find attached the nomination form for the July 2019 Employee of the Month.

I would like to recommend; **Emergency Management Specialist Michael G. Cothran (emp. # 20894).**

Michael Cothran has been employed with the city of Columbia for 13 years. He actually began his service as a public servant as a volunteer firefighter with the Columbia Fire Department in 1991, he quickly showed his potential and rose to the rank of District Chief over Fire Station 22. His talents were noticed by the department leadership and he was hired fulltime with the city of Columbia as the Division Chief of fire administration for the fire department in 2006. Mike transitioned over to Emergency Management in 2018 and has yet again quickly shown his vast expertise and ability as a visionary change maker to our department.

Mike is the type of individual that holds himself to very high standards of excellence and takes personal ownership for outstanding service to our city. He exemplifies the true definition of accountability and is a great steward of city resources. He has a high level of organizational knowledge and consistently goes above and beyond. He is the type of guy that works above the line, and does not have to be told what to do. He demonstrates distinguished performance in achieving a very high degree of administrative efficiency and shows his exceptional abilities and qualities in carrying out responsibilities. He is continuously in action and his wide-angle view of what needs to happen is steadily in front of him. He looks for ways to make it better, and does it. He sees it. He owns it. He solves it. It is that simple. He is the type of employee you can give one or two sentences to regarding an idea or project and he immediately goes to work and comes back with a finished product that is far



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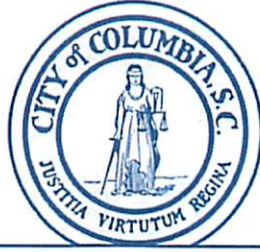
above what you were thinking. He is a staunch asset to our city and his level of service does not go unnoticed by those around him.

He is continuously serving and always ready to help. Ask anyone who has worked with him or anyone who has called upon him for something, who he has helped, and they will tell you the same- he is the go-to-guy. He is the essence of a skillful problem solver. If he doesn't know, he always works to learn and provide a solution. He always provides a real answer. Everyone comes away with a personalized positive experience when they have made contact with him.

Mike's level of competence and expertise is comprehensive. It is not only in emergency management, but it flows into all aspects of the city's larger spectrum of being a service provider. He has an immense skill set and is extremely competent in making sound decisions and developing practical solutions.

He has provided workable solutions on multiple projects in the Office of Emergency Management and our EOC (Emergency Operations Center) improving our overall efficiency.

While in the initial phase of employing our new Common Operating Picture Software for the EOC and prior to any official training and full implementation Mike had the system operating during our recent activation during Hurricane Florence last year. Mike once again showed his expertise and value as he began using the system at a level that one would consider expert. He immediately began to set up new user accounts for our police department officers for in field monitoring with the capability for them to send live streaming video back to the EOC. He worked with the police drone operator to setup a camera feed for the drones to also stream live video back to the EOC. He even tested the drone's ability to live stream while dropping equipment on a mock rescue site – on the roof of the EOC. This was done to test the ability to possibly drop life jackets on rescue sites if we had any flooding operations during the hurricane. Simply put - that is forward thinking.



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He has enhanced the communications capability in the EOC and with other city departments. He set up our new MCC 7100 Radio Dispatch Console in the EOC. This will ensure full access to the Palmetto 800 Systems and statewide interoperability with all agency partners. He has redesigned our radio communications templates for all radio talk-groups for two-way radio communications and improved the EOC's ability to communicate during emergencies. He has also worked hand-in-hand with CPD and CFD to ensure effective interoperability with their systems too.

He setup a new Incident Management Software solution for writing incident action plans for our public safety departments without any training from the vendor and displayed his technical expertise during our on-site training with our police and fire departments. He has a level competence and expertise that is second to none.

He spearheaded the effort to ensure the EOC could access all available networks, wireless and cable capabilities and linked all display panels to ensure we have the ability to maintain a strong situational presence in the EOC during events and emergencies.

Mike has also worked with city IT and Support Services staff to ensure the citywide security cameras system – Genetec, is fully operational in the EOC. He leaves no stone unturned and leverages all available technologies in the carrying out of his duties.

He has re-organized the EOC for maximum efficiency. He has realigned the setup of the space, programed all new phone and data lines, setup new technologies, computers and work stations, developed working documents used for tracking resources, streamlined the ability to project through wireless devices, setup UPS (uninterrupted power supplies) systems on all computers and display panels just to name a few.

He recently worked with CPD to design a small alternate EOC setup with supporting systems at the CPD Bluff Road Annex location. We now have an additional alternate city EOC location, and CPD now has a departmental



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Special Operations Command (SOC) center for use during law enforcement operations and significant events.

He works with outside agencies just the same. His collaborative actions have placed him on state wide committees, such as the Palmetto 800 user's group oversight committee. His expertise in the radio communications field has allowed him to become the backbone of communications issues ranging from technical support to radio programming activities to ensure interoperability with all internal and external partner agencies.

Mike always takes the initiative and outclasses in developing new methods, approaches, and solutions. He is a master at developing systems and efficiencies. His level of creativity, resourcefulness, and ability to anticipate what needs to happen and develop workable and reasonable results makes him a true asset. He is the true team player. Mike is the one everyone calls on for assistance in just about every area of service. Albeit an information technology issue, the fire department, police department or any supporting department, he is the one to call.

I have received multiple comments from other department heads and officials stating they wish they had Mike working for them. The city CIO recently told me that he wishes he could have hired him before I did. The Deputy CIO stated the same. He is one of the first people called upon to assist and evaluate IT issues because he has such a vast knowledge in the field.

In summary, Mike exceeds expectations and excels at a very high level. He is the epitome of a model employee that brings exceptional value and effective contributions to our city and the 1st team. He demonstrates an extraordinary drive in fulfilling responsibilities and instilling enthusiasm.

I am grateful he is on our team and honored to recommend him to you for review and consideration for the July 2019 Employee of the Month.

I am available for any questions should the selection committee require any additional.



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia's 29th Hiroshima Vigil/Remembrance Day
Proclamation - The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** CFM - 2019 - Hiroshima Vigil Proclamation (PDF)



A Proclamation

WHEREAS, on January 25, 2018 the Bulletin of the Atomic Scientists moved the hands of its “Doomsday Clock” to 2 minutes to midnight, as close as it’s ever been set since its inception in 1947, citing “the failure of world leaders to deal with looming threats of nuclear war and climate change” and stating, “the world is not only more dangerous now than it was a year ago; it is as threatening as it has been since World War II”; and

WHEREAS, nearly 15,000 nuclear weapons, most an order of magnitude more powerful than the U.S. atomic bombs that destroyed Hiroshima and Nagasaki, 92% held by the United States and Russia, continue to pose an intolerable threat to humanity and the earth’s environment; and

WHEREAS, the U.S. Administration’s 2018 National Defense Strategy, released on January 19, 2018, portrays a shift from the “war on terrorism” to “great power competition,” with a focus on Russia and China as strategic competitors; and

WHEREAS, Mayors for Peace, which is working for a world without nuclear weapons and safe and resilient cities as essential measures for the realization of lasting world peace, has grown to 7,772 cities in 163 countries and regions, with 213 U.S. members, representing in total over one billion people; and

WHEREAS, the United States Conference of Mayors has unanimously adopted Mayors for Peace resolutions for 13 consecutive years; and on June 26, 2017 called on the United States to support negotiations then underway on a new treaty to prohibit nuclear weapons; and;

WHEREAS, Mayors for Peace representatives including the Mayors of Hiroshima, Nagasaki and Des Moines, observed and took part in the treaty negotiations at the United Nations; and

WHEREAS, without participation by the United States, Russia and the other nuclear-armed states, on July 7, 2017, by a vote of 122 – 1, the majority of the world’s countries adopted a historic treaty to prohibit the possession, development, testing, use and threat of use of nuclear weapons; and

WHEREAS the Treaty on the Prohibition of Nuclear Weapons opened for signature on September 20, 2017 and will enter into force once 50 nations have ratified it.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes, August 4, 2019, as

Columbia’s 29th Hiroshima Vigil/Remembrance Day

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Empowering Our Residents

First reading approval was given on July 9, 2019.

ATTACHMENTS:

- **#a:** 2019-022 amend Ch 2 Administration add Article VII Conviction and Wage History Prohibition (PDF)

HISTORY:

07/09/19

Columbia City Council

APPROVED ON FIRST READING.

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.

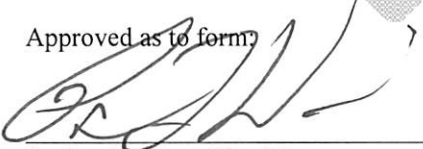
Requested by:

Mayor Benjamin

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: 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)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2019-046 amend Sec. 8-31 Nuisance-Definitions (add ghost gun) (PDF)

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 ____ 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



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-058 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 1233 Washington Street, LLC

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2019-058 Lease Agreement 1233 Washington Street LLC (PDF)

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.

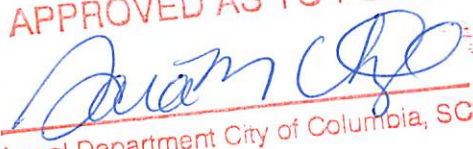
WITNESSES:

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



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2019-059 amend Chapter 8 Article III Noise (PDF)

ORDINANCE NO.: 2019-059*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 8, Environmental Health and Sanitation, Article III, Noise*

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, Environmental Health and Sanitation, Article III, Noise is amended to read as follows:

ARTICLE III. NOISE
DIVISION 1. GENERALLY

Sec. 8-61. Unreasonably loud, disturbing or unnecessary noise.

(a) It shall be unlawful for any person to create, assist in creating, permit, ~~or allow~~ continue or permit the continuance of any unreasonably loud, disturbing or unnecessary noise in the city.

(b) Any person who violates Section 8-61(a) after being given notice that the noise is unlawful by any law enforcement officer authorized to arrest persons in the City of Columbia shall be subject to a criminal penalty in the municipal court as set forth in Section 1-5(a). For purposes of this offense, notice must be written.

~~Sec. 8-62. Operation of vehicles generally.~~

~~It shall be unlawful for any person in the operation of a motor vehicle to cause, suffer or allow any loud, excessive or unusual noise in the operation or use of such motor vehicle upon any of the streets of the city.~~

~~Sec. 8-63. Sounding horns or signaling devices on vehicles.~~

~~It shall be unlawful for the operator of any automobile, motorcycle, truck, bus or other vehicle to sound any horn or audible signal device in any other manner of circumstances or for any other purpose than required by law.~~

~~Sec. 8-64. Blowing steam whistles, electric horns or similar devices.~~

~~Except as required by law, no person shall blow or cause to be blown within the city any steam whistle, electric horn or other sound producing device except as alarm signals in case of fire or collision or other imminent danger.~~

~~Sec. 8-65. Racing engines of vehicles.~~

~~It shall be unlawful for any person to race the engine of any motor vehicle while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting or testing the vehicle.~~

Sec. 8-662. Noises in connection with loading or unloading vehicles.

(a) It shall be unlawful for any person to use or permit to be used any automobile, truck, bus, motorcycle or other vehicle, engine, stationary or moving, instrument, device or other thing so out of repair, or so loaded in such a manner, as to create any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening or destruction of bales, boxes, crates or containers.

(b) Any commercial activity which involves the loading and unloading of a vehicle, truck, dump truck, or other conveyance, (specifically including, but not limited to, garbage containers or dumpsters), between the hours of 11:00 pm on one day and 6:00 am of the next day must be below 50 dB(A) in all residential areas and below 70 dB(A) in all commercial areas, as measured in a direct line of sight/sound from fifty (50) feet away, as near as possible.

Sec. 8-673. Radios, phonographs, musical instruments and other sound-amplifying devices.

(a) *Disturbing the public generally.* It shall be unlawful for any person to maintain and operate in any building or on any premises in the city any radio device or mechanical musical instrument or device of any

kind whereby the sound therefrom is cast directly upon the public streets and places in such a manner as to create unreasonably loud, excessive or disturbing noises and where such device is maintained and operated for advertising purposes or for the purpose of attracting the attention of the passing public, or which is so placed and operated that the sounds coming therefrom can be heard to the annoyance or inconvenience of travelers upon any street, park or public place or of persons on neighboring premises.

(b) *Disturbing persons in hotel or dwelling.* It shall be unlawful for any person to play any radio, phonograph or musical instrument in such a manner or with such volume, particularly between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence.

(c) *Creating public nuisance.* It shall be unlawful for any person to operate, or cause or permit to be operated, any instrument or sound-producing or sound-amplifying device so loudly as to unreasonably disturb persons in the vicinity thereof or in such a manner as renders the instrument or device a public nuisance.

(d) *Permit for special occasions.* Upon application to the city council, permits may be granted to responsible organizations to broadcast programs of music, speeches or general entertainment as a part and in recognition of the community celebration of national, state or city events, public festivals or outstanding events of a noncommercial character, provided that traffic on the streets is not obstructed by reason thereof.

(e) Any person who violates Section 8-67(a), (b) or (c) after being given notice that the noise is unlawful by any law enforcement officer who is authorized to arrest a person in the geographical boundaries of City of Columbia shall be subject to a criminal penalty in the municipal court as set forth in Section 1-5(a). For purposes of this offense, notice must be written.

Sec. 8-684. Crying out or playing bells, drum or other instrument to attract attention.

It shall be unlawful for any person to make any noise upon a public street or in such proximity thereto as to be distinctly and loudly audible upon such street by any kind of crying, calling or shouting, or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device, for the purpose of attracting attention or of inviting patronage of any persons to any business whatever.

Sec. 8-695. Building operations.

It shall be unlawful for any person in conducting any building operations between the hours of 11:00 p.m. and 6:00 a.m. to operate or use any machine, equipment ~~piledrivers, steam shovels, pneumatic hammers, derricks, steam or electric hoists~~ or other apparatus, the use of which is attended with loud or unusual noise, in any block in which more than half of the buildings on either side of the street are used exclusively for residence purposes.

Sec. 8-7066. Audible signal alarm devices.

The following requirements as to the audible signal alarm devices shall apply to all buildings in the city:

(1) *Definition.* An audible signal alarm device shall mean any mechanism, equipment or system which is designed to operate automatically through the use or emission of an audible signal, message or warning.

(2) *Filing and posting of names of persons authorized to shut off alarm.* It shall be unlawful for the owner or occupant of any building in the city to cause or allow such building to contain or otherwise use an audible signal alarm device unless there is filed with the police department and posted on one or more of the usual entrances to the building, in a conspicuous place and manner visible from without the entrance, a list of the names and telephone numbers of persons who have access to and can shut down the device if the device is triggered or otherwise emits an audible signal or noise.

(3) *Availability of persons authorized to shut off alarm.* It shall be the duty of the owner or occupant to ensure that one or more of the persons whose telephone numbers are so listed shall be available at those telephone numbers at all hours and times, or in the alternative, that the owner or occupant notify the chief of police of the city, or such person as the chief of police may designate, of the telephone numbers at which one or more of those persons may be reached.

(4) *Penalty.* Violation of this section or failure to comply with any of its provisions shall be a misdemeanor, punishable, upon conviction, in accordance with section 1-5. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Secs. 8-71 ~~67~~—8-90. Reserved.

DIVISION 2. - NOISE POLLUTION

Sec. 8-91. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means any device which is capable of moving itself, or being moved, from place to place upon wheels or endless tracks; but such term does not include any farm tractor or any implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved by muscular power, or moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Motorcycle means every vehicle designed to travel on not more than three wheels in contact with the ground, but does not include trail bikes, dirt bikes, minibikes, go-carts, golf carts, and similar vehicles which are not designed or approved for use on public roads and highways.

Muffler means a device consisting of a series of chambers or baffle plates or other mechanical design for the purpose of receiving exhaust gas from an internal combustion engine, and which is effective in reducing noise.

dB(A) means a sound level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S1.4-1971.

Ambient Noise Level means the lowest sound level repeating itself during a six-minute period as measured with a sound level meter. The minimum sound level shall be determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source at issue.

Decibel is a unit of measurement of intensity of sound (the sound pressure level unit used to express the magnitude of a change in sound level. The difference in decibels between two sound pressure levels is twenty times the common logarithm of the ratio of that sound pressure level to a reference level of 2×10^{-5} N/m² (Newton's/meter squared).

Octave band is a means of dividing the range of sound frequencies into octaves, in order to classify sound according to pitch.

Octave band filter means an instrument, standardized by the American Standard Association, used in conjunction with a sound level meter to take measurements in specific octave bands.

Sound level meter means an instrument, standardized by the American Standard Association American National Standards Institute (ANSI), used for measurement of the intensity of sound and calibrated in decibels.

Sec. 8-92. Measurement of sound level.

(a) — ~~For the purpose of measuring the intensity and frequencies of sound, sound level meters and octave band filters shall be employed. In the enforcement of this division, noise produced by the operation of motor-driven vehicles, stationary units, flying objects or other transportation facilities shall be included in the determination of the maximum decibel levels permitted.~~

~~(b) — Sounds of short duration, as from forge hammers, punch presses and metal shears, which cannot be measured accurately with the sound level meter, shall be measured with an impact noise filter as manufactured by the General Radio Company, or its equivalent, in order to determine the peak value of the impact. For sounds so measured, the sound pressure level set forth in table I may be increased by six decibels.~~

(a) Sound from a vehicle operating on a public road or highway, including the sound of amplified music coming from such vehicle, shall be measured at a distance as close to fifty feet from the center of the lane of travel as is practical under the circumstances existing at the time of the measurement.

(b) Sound from a vehicle operating on private property or public property which is not a road or highway, including the sound of amplified music coming from such vehicle, shall be measured at a distance of fifty feet or more from such vehicle.

(c) Sound from a non-vehicular source shall be measured at a distance of ten feet from the property line of the property where such sound is radiating, except that where the noise source is located on public property owned by a governmental entity, the sound shall be measured at a distance of ten feet from the property line or fifty feet from the noise source, whichever is less. The sound of amplified music from a non-moving vehicle on private property or public property which is not a road or highway shall be considered "sound from a non-vehicular source."

(d) Sound shall be measured on the "A" weighting scale on a sound level meter of standard design and quality and characteristics established by the American National Standards Institute.

(e) For purposes of this ordinance, measurements with sound level meters shall be made when the wind velocity at the time and place of such measurement is not more than five miles per hour or twenty-five miles per hour with a wind screen.

(f) For all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time and place of such sound level measurement.

Sec. 8-93. Maximum permitted sound levels.

It shall be unlawful for any person to create sound in excess of the sound pressure levels delineated in table I.

TABLE I. MAXIMUM PERMITTED SOUND PRESSURE LEVEL (IN DECIBELS)

Octave (cycles per second)	Sound Pressure Level (decibels)	
	Residential	Commercial
0 — 75	65	79
75 — 149	60	74
150 — 299	55	66
300 — 599	55	59
600 — 1,199	45	53
1,200 — 2,399	45	47
2,400 — 4,799	40	41

4,800 and over	40	39
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(a) Sound from a vehicle being operated on a public road or highway with the following speed limits shall not exceed the following as measured on the "A" weighting scale dB(a):

Type of Vehicle	Speed Limit of 35 mph or less	Speed Limit of more than 35 mph
Motorcycle manufactured before 1/1/73	82 dB(A)	86 dB(A)
Motorcycle manufactured on or after 1/1/73	80 dB(A)	84 dB(A)
Vehicle with a manufacturer's gross vehicle rating of 10,000 lbs. or more, and any combination of vehicles towed by such vehicle	86 dB(A)	88 dB(A)
All other vehicles	80 dB(A)	84 dB(A)

(b) Sound from a vehicle being operated on private property or public property which is not a road or highway shall not exceed the following as measured on the "A" weighting scale dB(A):
All vehicles: 78 dB (A)

(c) Sound from a non-vehicular source located in a residential area, shall not exceed the following limits:
6:00 a.m. until 11:00 p.m. of the same day: 55 dB (A)
11:00 p.m. until 6:00 a.m. of the following day: 50 dB (A)

(d) Construction projects in residential areas shall not exceed the following noise levels for the period within which construction is to be completed pursuant to any applicable construction permit, or if no time limitation is imposed, then for a reasonable period of time for completion of project:
7:00 a.m. until 7:00 p.m. of the same day: 80 dB (A)
7:00 p.m. until 7:00 a.m. of the following day: 75 dB (A)

(e) Periodic, impulsive, or shrill noises are hereby declared unlawful when such noises are at or above a sound level of five dB (A) more than those listed herein.

Sec. 8-94. Exceptions.

The provisions of this ordinance shall not apply to:

(a) The use of property by the state, or any political subdivision of the state, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays.

(b) Property in use for manufacturing or industrial purposes as of January 1, 2018.

(c) Public utilities regulated pursuant to State or Federal law.

(d) Operation of aircraft or other activities which are subject to federal law with respect to noise control.

(e) Any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.

(f) The sound made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any burglar, fire, personal safety or other warning device.

(g) Activities conducted pursuant to a special use permit issued by the City of Columbia, unless noise is not addressed by the special use permit.

(h) The sound made by a lawnmower or other hand or power tool of no more than five horsepower, between the hours of 7 a.m. and 11 p.m.

(i) The sound made by persons who are engaged in, or attending as spectators, any organized sporting or athletic event between the hours of 7 a.m. and 11 p.m.

Sec. 8-95. Vehicle Muffler Required.

(a) No person shall operate any vehicle that is not equipped with a muffler in constant operation.

(b) Every motor vehicle or moped driven upon a street and propelled by a combustion engine shall be equipped with a muffler and exhaust system in constant operation and properly maintained to prevent any noise:

(1) In excess of that emitted by the exhaust system of such vehicle as originally installed by the manufacturer of such vehicle; or

(2) Which exceeds 84 dB(A) at any time.

(c) No motor vehicle or moped driven on a street shall be equipped with any muffler cut-off or bypass.

(d) No motor vehicle or moped driven on a street shall emit sound in excess of that allowed under Article III.

Sec. 8-96. Animal Sounds.

Noise from animals shall conform to the requirements and guidelines of Article III Animal Control, of Chapter 4 Animals of the Code of Ordinances of the City of Columbia.

Secs. 8-94 97—8-120. - Reserved.

This ordinance is effective as of final reading.

Requested by:

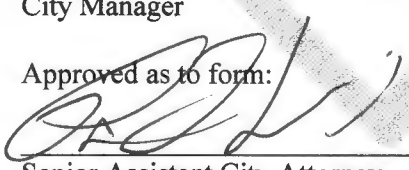
Councilmember Duvall

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-060 add Sec. 12-19 Alternative payment of fines - temporary program (PDF)

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:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-061 Authorizing the City Manager to execute an Air Rights Development Contract between the City of Columbia and Breakwater, LLC

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-061 Breakwater LLC - Air Rights for Lady Street Parking Deck (PDF)

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
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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:

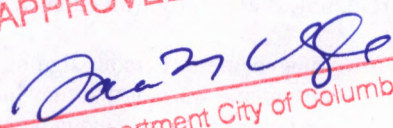
CITY OF COLUMBIA

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



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-045 add Sec. 14-7 Firearms recovered from crimes or criminal activity (PDF)

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:

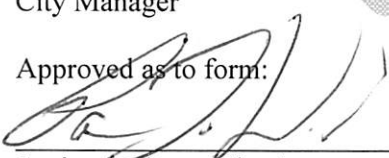
Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

PURPOSE: 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

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)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** ANNEX-2019-0006_Eureka3902_council (PDF)
- **#b:** 2019-051 annex-incorporate 3902 Eureka Street (PDF)



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.



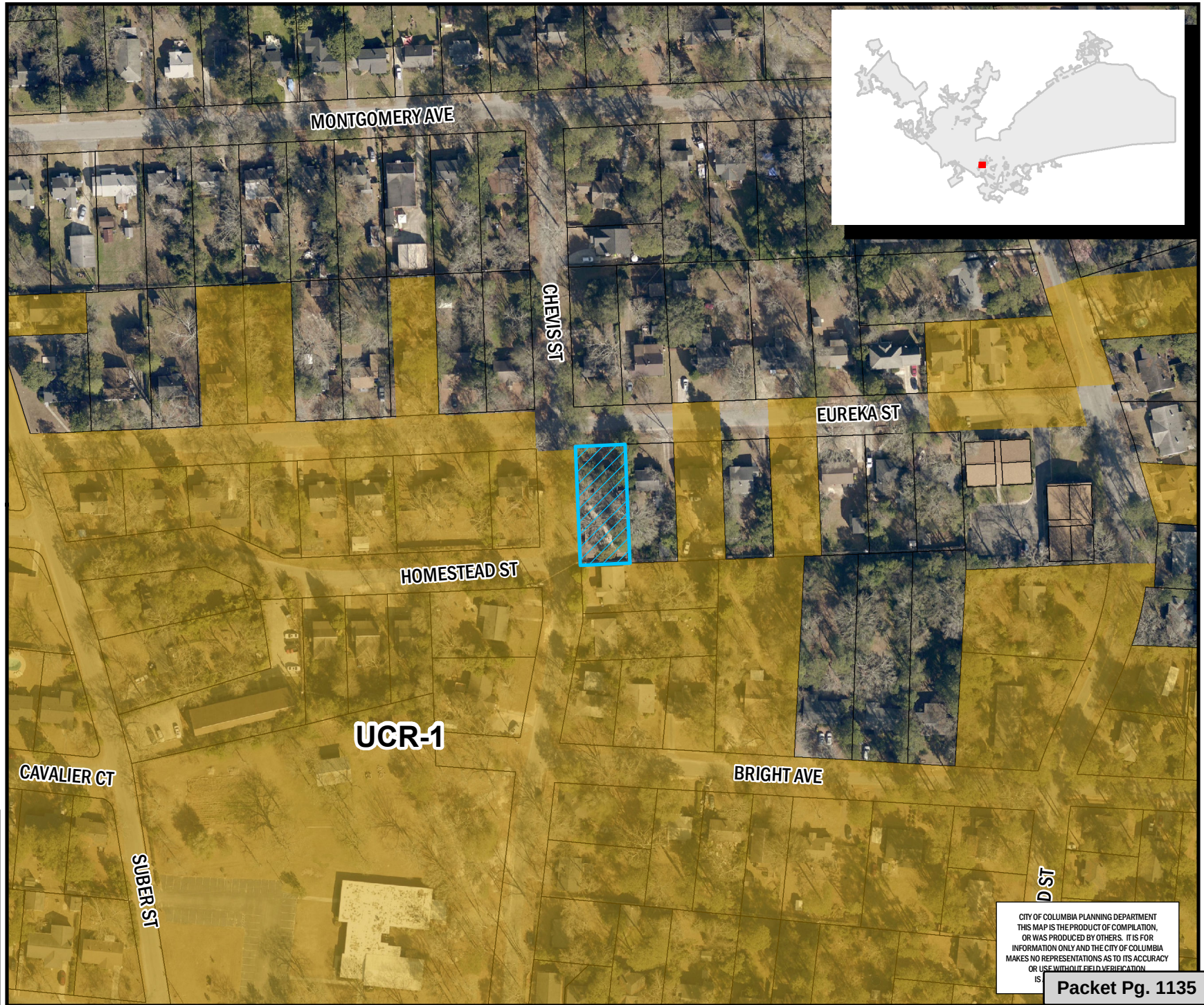
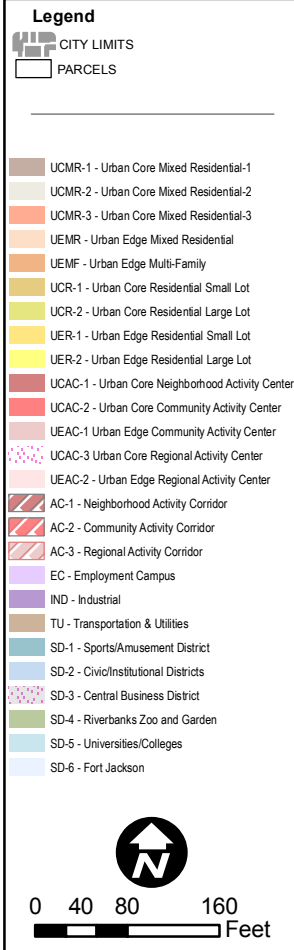
Future Land Use Map

Department of Planning & Development Services

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

37.a

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



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. 1135

** 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

37.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:

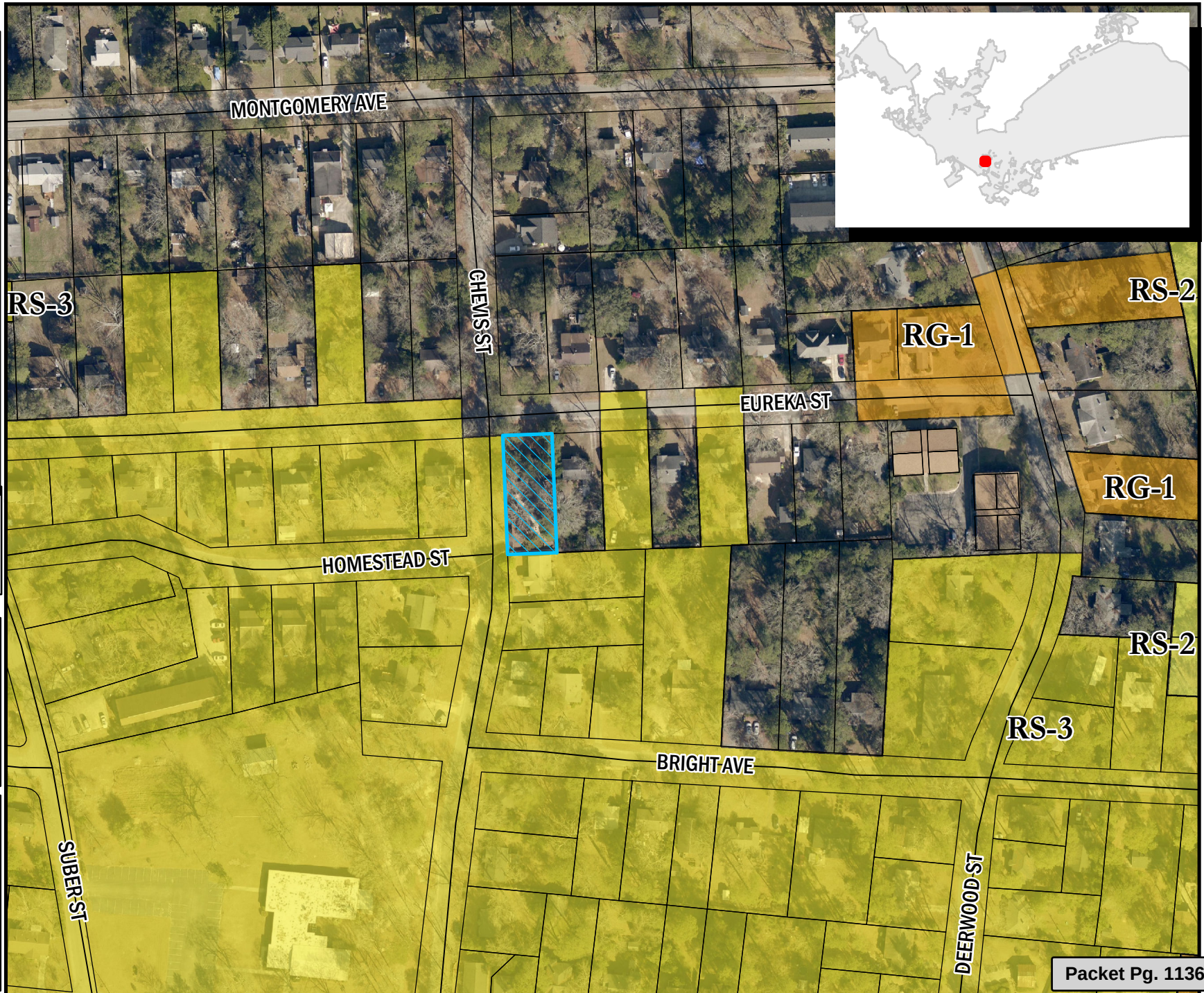
Shane Shaughnessy
April 3, 2019

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. 1136

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

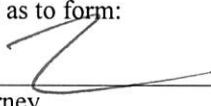
Mayor

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.

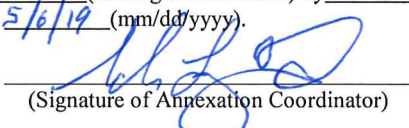
/atl

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
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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;

37.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
- 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
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- AC-2 - Community Activity Corridor
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- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



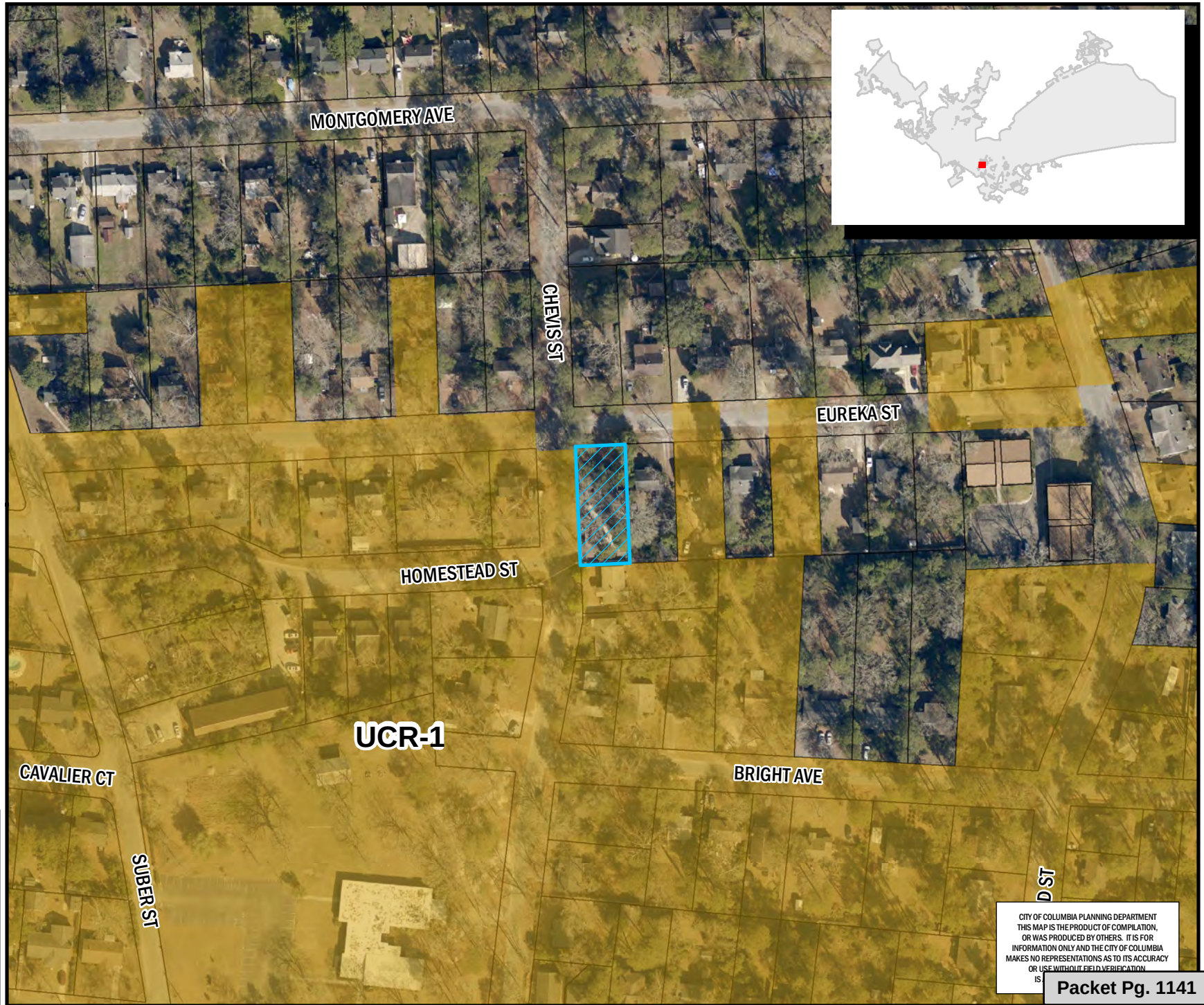
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 3, 2019



We Are Columbia



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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 1141

** 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

37.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:

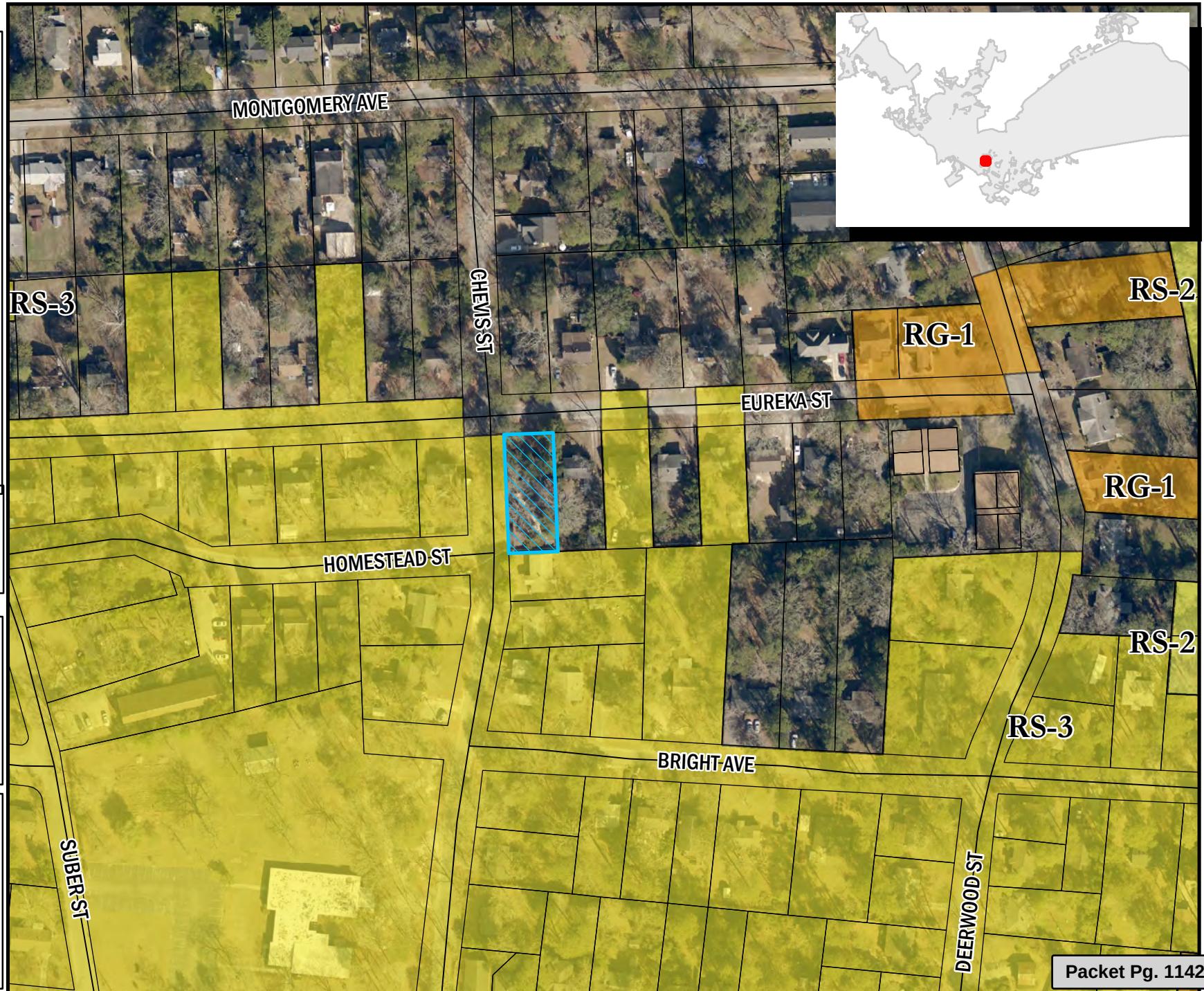
Shane Shaughnessy
April 3, 2019

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We Are Columbia



Packet Pg. 1142

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

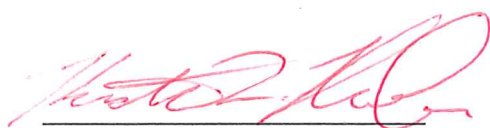
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

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:

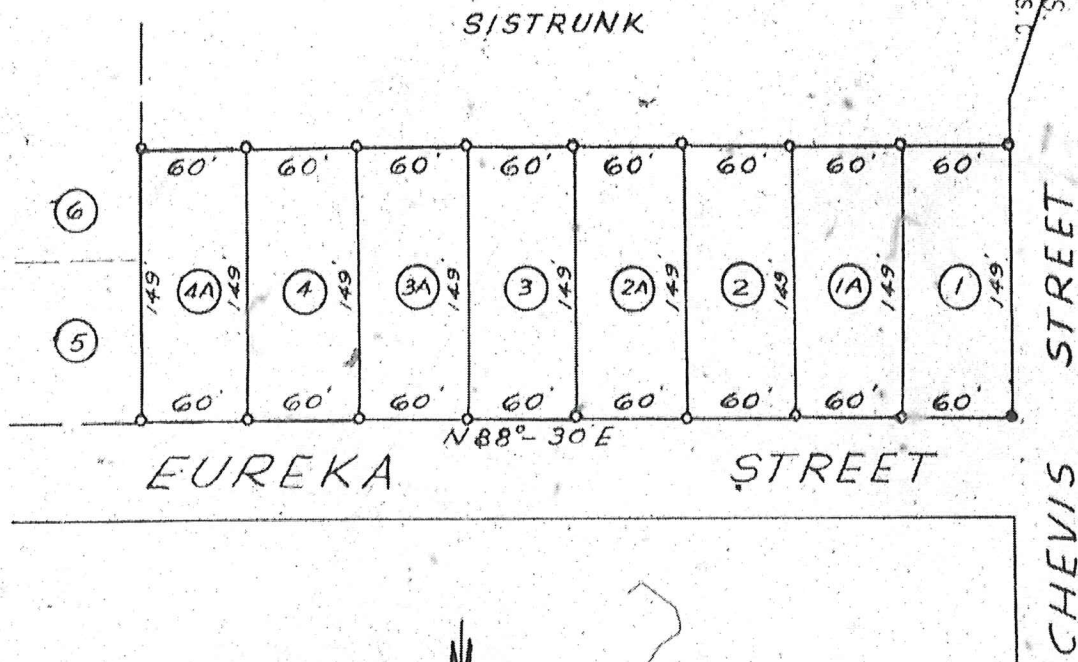
3/19/2019

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



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

PURPOSE: 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

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)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** ANNEX-2019-0007-Bluff3937_council (PDF)
- **#b:** 2019-052 annex-incorporate 3937 Bluff (PDF)



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

38.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
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



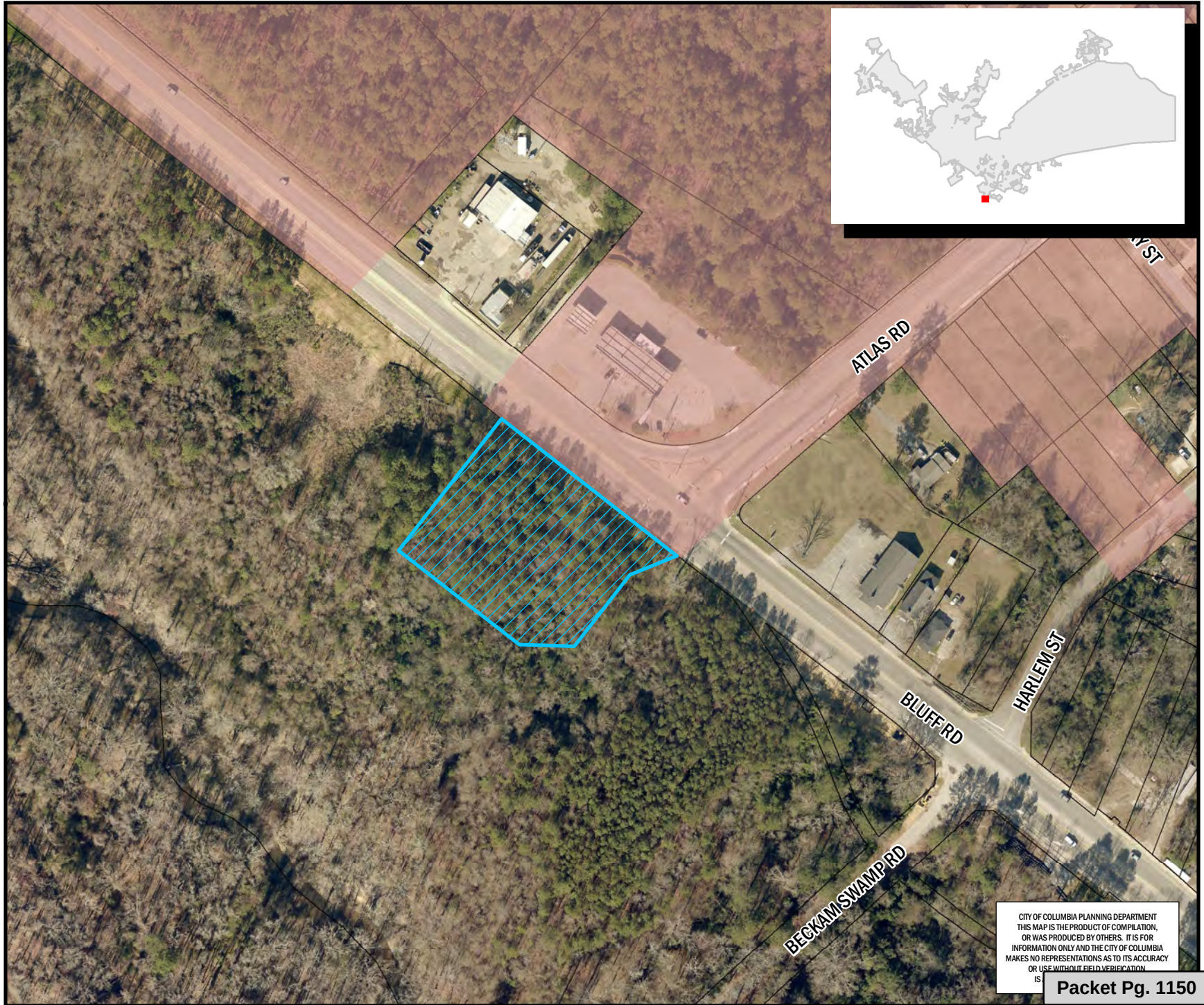
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2019



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IS

Packet Pg. 1150

** 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

38.a

Legend

PARCELS

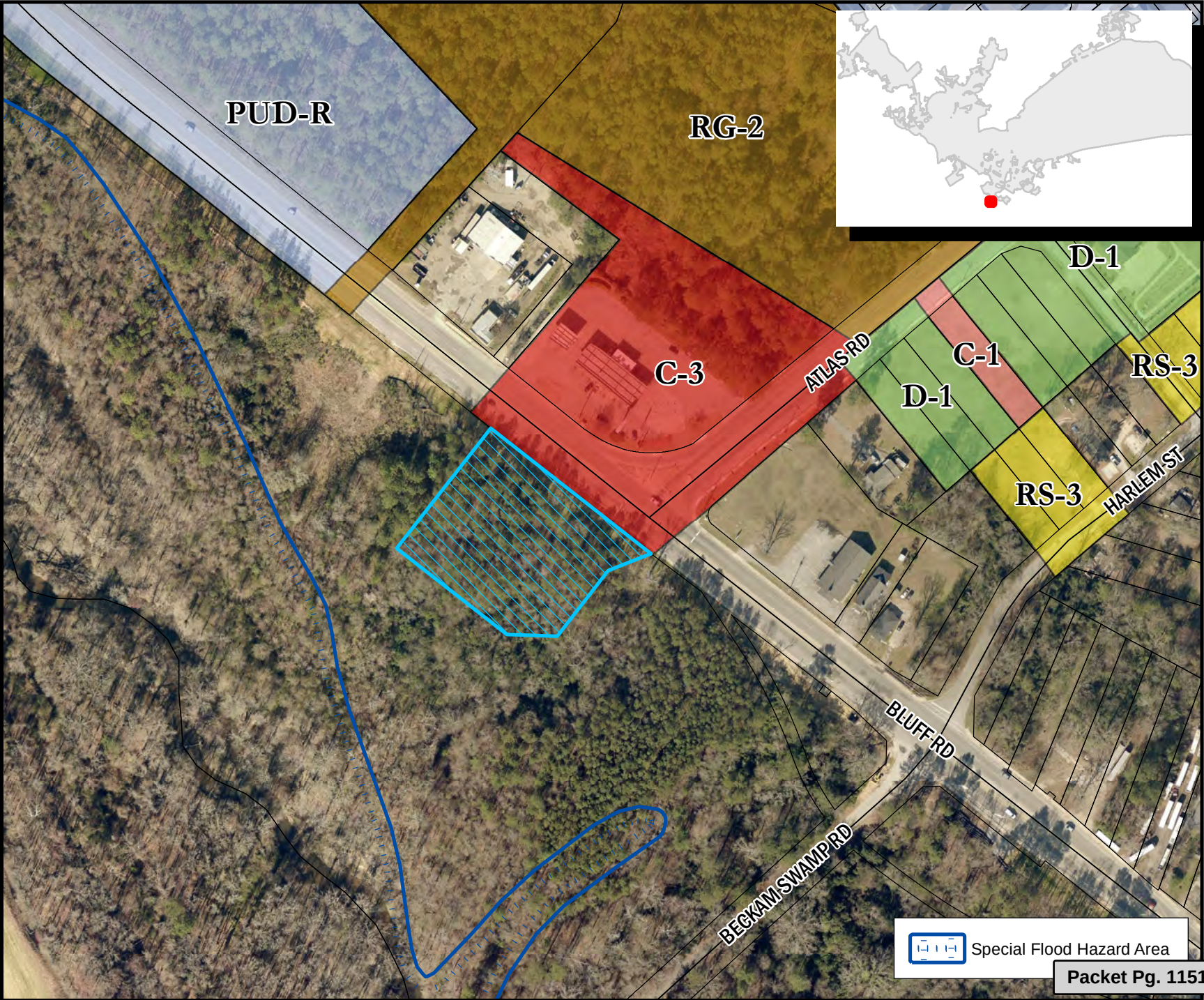
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 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

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

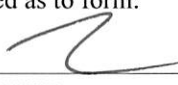
Mayor

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.

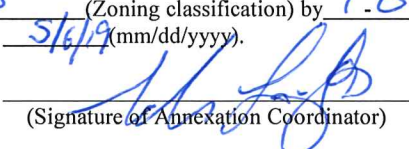
/atl

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: 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

38.b

Department of Planning &
Development Services

Legend



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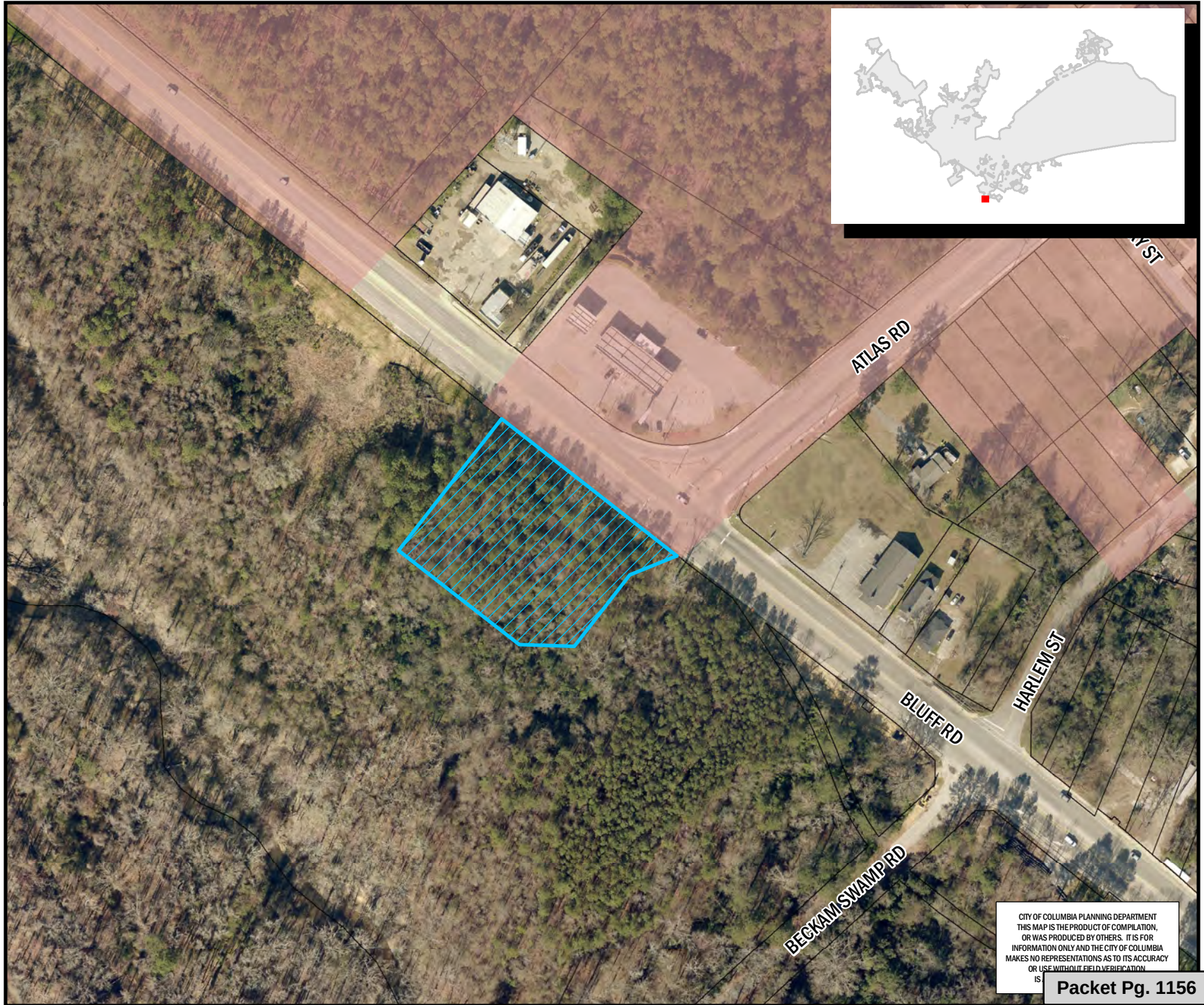
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April 15, 2019



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Packet Pg. 1156

** 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: _____

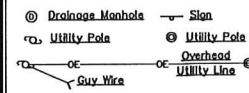
MANAGER

(Print or Type Title)



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

LEGEND:



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:

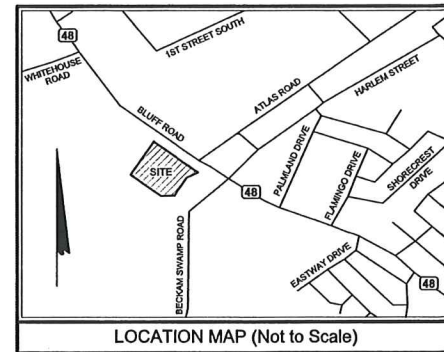
THE SUBJECT PROPERTY HAS DIRECT ACCESS TO BLUFF ROAD, S.C. HWY. 48, WHICH IS A PUBLIC RIGHT-OF-WAY.

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 Tax: \$4.00 State Tax: \$8.00

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

38.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:

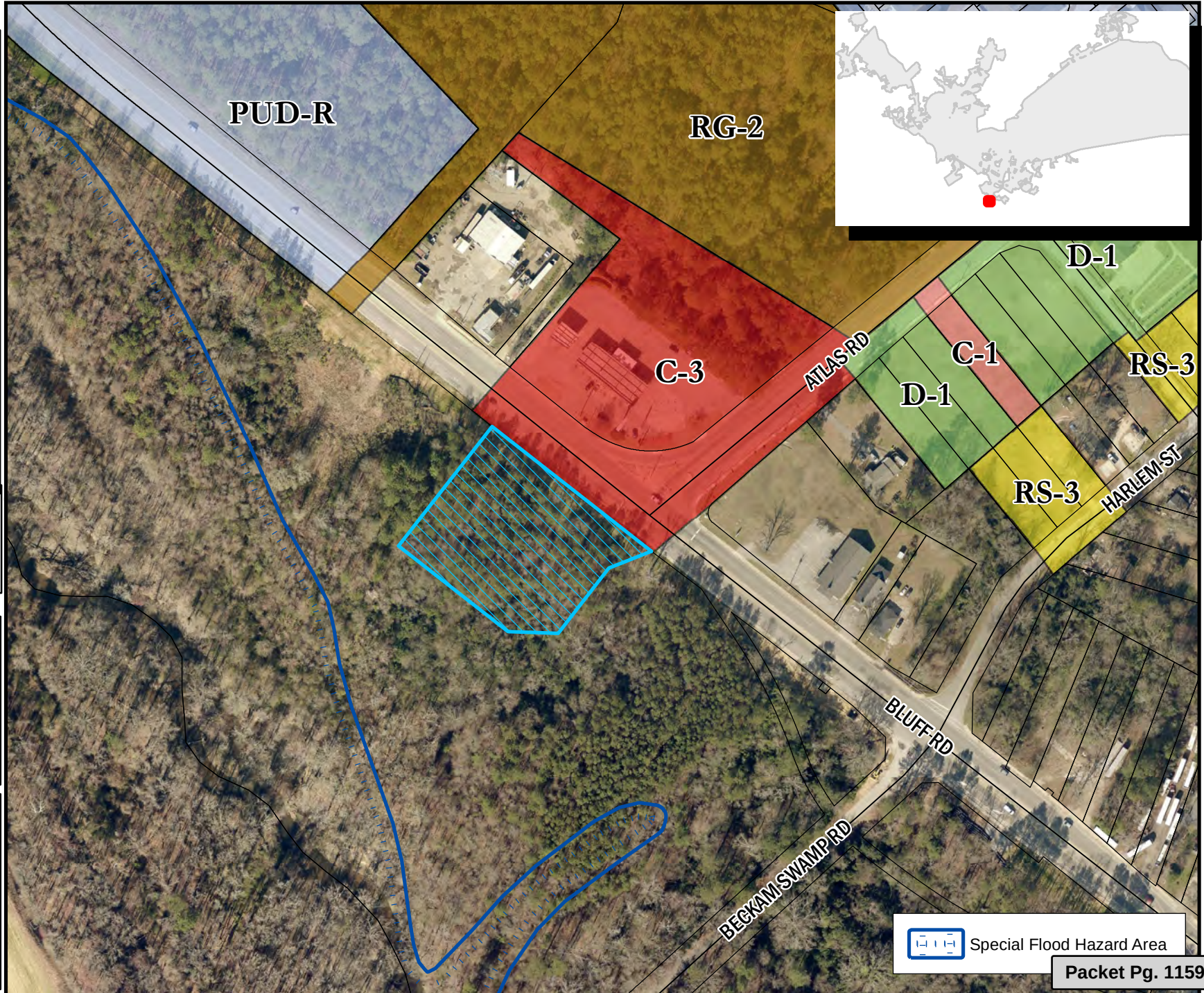
Shane Shaughnessy
April 15, 2019

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We Are Columbia



 Special Flood Hazard Area

Packet Pg. 1159



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **FUTURE LAND USE MAP CONFIRMATION
AMENDMENT - 111 Sparkleberry Crossing Road; TMS#
25705-07-26**

PURPOSE: **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**

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)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** LUMA-Confirm_SparkleberryCrossing-111 (PDF)
- **#b:** 2019-050 add 111 Sparkleberry Crossing Road to Comprehensive Plan 2018
Future Land Use Map (PDF)



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

39.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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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION

Packet Pg. 1164

** 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

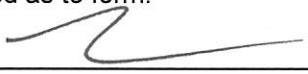
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION - 111
Sparkleberry Crossing Road; TMS# 25705-07-26

PURPOSE: 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)

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ZMA-Confirm_SparkleberryCrossing-111 (PDF)



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

40.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
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-  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 15, 2019



We Are Columbia



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Packet Pg. 1170

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

111 Sparkleberry Crossing Road, TMS# 257 40.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:

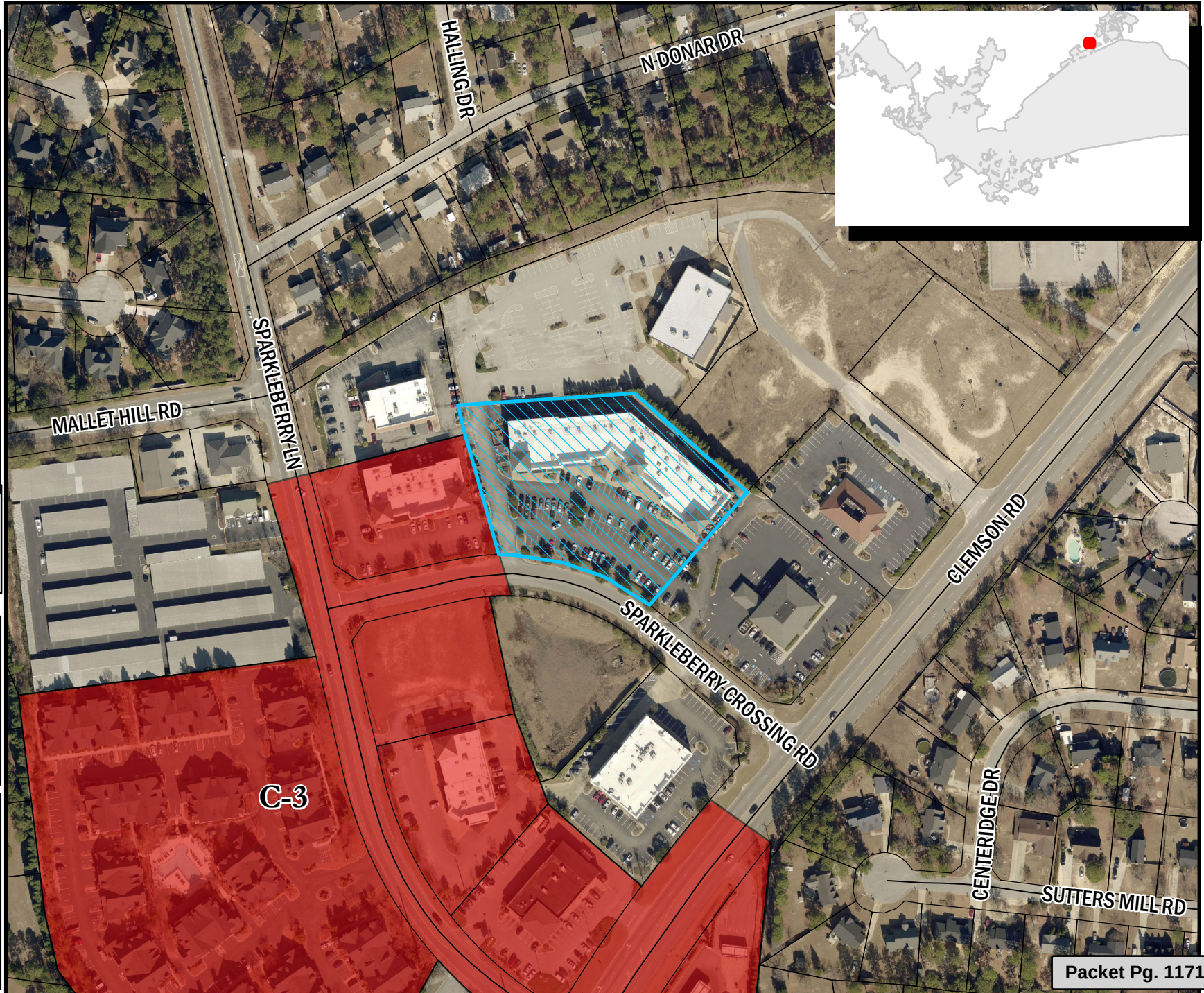
Shane Shaughnessy
April 15, 2019

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We Are Columbia



Packet Pg. 1171



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: REPEAL AND AMEND §17-55, §17-258 and §17-269 – Eating and Drinking Establishments

PURPOSE: Ordinance No.: 2019-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division I, Sec. 17-55, Definitions to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment. Type 1; and Eating and drinking establishment, Type 2; Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment. Type 1; and Eating and drinking establishment. Type 2 and update parking requirement; and to repeal and replace in its entirety Sec. 17-269 Drinking establishments

Proposal: Repeal and amend portion of 17-55, 17-258 and 17-269 related to eating and drinking establishments

Applicant: Rachel Bailey, Zoning Administrator

Pertinent Section: Chapter 17, Article III, Division 1, §17-55 (Definitions); Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses); and Chapter 17, Article III, Division 8, §17-269 (Drinking Establishments)

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (5-1)

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** TA-2019-0004- Eating and Drinking Est (PDF)

- #b: 2019-054 amend Sec 17-55 17-258 and 17-269 Eating and drinking establishments (PDF)



CITY COUNCIL

July 16, 2019 at 6:00pm

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

Zoning Text Amendment Case Summary

Repeal and Amend §17-55, §17-258 and §17-269 – Eating and Drinking Establishments

Proposal: Repeal and amend portion of 17-55, 17-258 and 17-269 related to eating and drinking establishments

Applicant: Rachel Bailey, Zoning Administrator

Pertinent Section: Chapter 17, Article III, Division 1, §17-55 (Definitions);
Chapter 17, Article III, Division 8, §17-258 (Table of Permitted Uses); and
Chapter 17, Article III, Division 8, §17-269 (Drinking Establishments)

Staff Recommendation: Approval

PC Recommendation: 06/03/2019; Approval (5-1)

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

2nd Reading: 08/06/2019; Pending

DETAIL

§17-55: Amend to remove *Restaurant* and *Drinking Place* and replace with definitions of *Eating Establishment Only*, *Eating and Drinking Establishment, Type 1*, and *Eating and Drinking Establishment, Type 2*.

§17-258: Amend to remove *Eating Places* and *Drinking Places* from Table 1 and replace with *Eating Establishments Only*, *Eating and Drinking Establishment, Type 1* and *Eating and Drinking Establishment, Type 2* and update parking requirement.

§17-269: Repeal the text and replace with *Eating Establishment Only*, *Eating and Drinking Establishment, Type 1* and *Eating and Drinking Establishment, Type 2* and rename section to *Eating and Drinking Establishments*.

STAFF RECOMMENDATION

Staff recommends the City Council approve the request.

Sec. 17-55. - 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:

Accessory building or use. An accessory building or use is:

- (1) Subordinate to and serves a principal building or principal use;
- (2) Subordinate in area, extent or purpose to the principal building or principal use served;
- (3) Designed for the comfort, convenience or necessity of occupants of the principal use served; and
- (4) Located on the same lot as the principal building or principal use served, with the exception of such accessory off-street facilities as are permitted to locate elsewhere than on the same lot with building or use served.

Accessory uses shall include but not be limited to barns, sheds, home tennis courts, swimming pools, automobile garages, decks, patios and private recreation areas.

Alley means a minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

Antenna means any device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

Apartment means a part of a building consisting of rooms intended, designed or used as a residence by an individual or family.

Applicant means any person who submits an application for review and/or approval.

Banquet hall means a facility rented out for private events whether family, group, or corporate in nature, where access by the general public is restricted. Banquet halls may allow live entertainment and dancing, however, such live entertainment or dancing shall not be the primary use of the facility. Alcoholic beverages may be served subject to state law requirements. Events open to the general public may be permitted no more than six times per year with the prior approval of the zoning administrator. However, such events shall not include live entertainment or activities similar to those of a night club, concert hall or dance club as the primary activity.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Boardinghouse. See *Roominghouse* .

Buffer transition yard. A landscaped transitional area intended to separate and screen adjacent differing land uses. The buffer yard is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way. (See *street protective yard*)

Building means any structure having a roof supported by columns or walls and which is designed for shelter, support or enclosure of persons, animals or property of any kind.

Caliper. The standard for trunk diameter measurements of nursery stock. Caliper of the trunk is measured six inches above the ground for four-inch or smaller caliper trees and 12 inches above the ground for larger sizes.

Cambium. The layer of formative cells between the wood and bark in woody plants.

Clear cutting. The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

Club means an incorporated or unincorporated association for civic, social, cultural, religious, literary, political or like activities, operated for the benefit of its members and not open to the general public.

Commercial timber operations. Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

Commercial vehicle means a vehicle or portion thereof defined as a commercial vehicle by S.C. Code Ann. § 56-1-2030 (4), any attachment capable of being pulled or designed to be pulled by a commercial vehicle, and construction equipment of any kind. Commercial vehicle shall not include any vehicle commonly designated as a pick-up truck, an authorized emergency vehicle as defined by S.C. Code Ann. § 56-5-170, or any vehicle while actively engaged in temporary loading, unloading, or service.

Community residential care facility includes any institution, place, building or agency providing for a period exceeding 24 consecutive hours accommodation, board, and a degree of personal assistance in feeding, dressing or other essential daily living activities to two or more individuals not related to the administrator or owner of the facility within the third degree of consanguinity. These individuals, by reason of age or physical or mental infirmity, are unable to care sufficiently or properly for themselves or manage their own affairs but do not require the daily services of a registered or licensed practical nurse. A community residential care facility includes any chemical abuse residential treatment facility, such as a halfway house, and other facilities providing inpatient or detoxification services.

Critical root zone. The area of tree roots within the crown dripline. This zone is generally defined as a circle with a radius extending from the tree trunk to a point no less than the farthest crown dripline. Disturbances within this zone will directly affect a tree's chance for survival.

D.B.H. Diameter at breast height, the standard for trunk diameter measurements of trees existing on a site. D.B.H. is measured in inches at a height of 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at the narrowest point beneath the split.

Day care means the care, supervision or guidance of persons, unaccompanied by the parent, guardian or custodian, on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home.

Day care facility means any state licensed, registered or approved facility which provides care, supervision or guidance for any person who is not related by blood, marriage or adoption to the owner or operator of such a facility, whether or not the facility is operated for profit and whether or not the facility makes a charge for services offered by it. This definition includes but is not limited to day nurseries, nursery schools, kindergartens, day care centers, group day care homes and family day care homes. The term does not include:

- (1) Any education facility, whether private or public, which operates solely for educational purposes in grades 1 or above.
- (2) Facilities operated in connection with a shopping center, industrial or office building or service, or other facility, where the same children are cared for while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and immediately available.
- (3) Summer resident or day camps.
- (4) Bible schools normally conducted during vacation periods.

Deciduous. Not evergreen; shedding leaves annually.

Density factor for the site (DFS). A unit of measure used to prescribe and calculate required tree coverage on a site. Unit measurements are based on tree size.

Display area. An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

Dormitory, private means a building or part of building not operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of academic institutions for living, sleeping, cooking, and/or eating purposes.

Dormitory, public means a building or part of a building operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living, and sleeping, cooking, and/or eating purposes but not for cooking or eating purposes. Included in this definition are common spaces for uses such as dining facilities, eateries, canteens, or similar public or private ancillary services designed for on-site convenience.

~~*Drinking place* means an establishment having as its principal use the retail sale of alcoholic beverages, such as beer, liquor or wine for consumption on the premises. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.~~

Drive-through facility means any use, either principal or accessory, that provides goods or services to a person without requiring the person to leave his or her vehicle. Examples of drive-through facilities include, but are not limited to, drive-through automated teller machines, automated car washes, and drive-through windows at restaurants, financial institutions, dry-cleaning establishments, and retail establishments such as liquor stores and pharmacies. Drive-in motion picture theaters, automotive service facilities (except automated car washes), automotive repair facilities, and fuel pumps and like service islands at gasoline service stations are not considered drive-through facilities.

Dwelling means any building designed, occupied or intended for human occupancy, not to include a hotel, motel, roominghouse, hospital or other accommodation used more or less for transient occupancy.

Dwelling, multifamily means a building containing three or more dwelling units, with each unit having a common structural wall with another dwelling unit. The term "multifamily" shall be understood to include apartments, tenements, condominiums, cooperatives and similar types of structures.

Dwelling, single-family attached means a building designed for and occupied exclusively as a residence by one family, being attached by means of a common dividing side wall to one or more buildings likewise designed for and occupied as a residence for one family. A single dwelling unit occupies each structure from ground to roof, and independent access is available for each unit from the outside. Such attached one-family dwellings are commonly referred to as "town," "patio," "common zero lot line" or "cluster" houses.

Dwelling, single-family detached means a building containing not more than one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

Dwelling, townhouse means one of a series of three or more attached one-family dwelling units on separate lots which:

- (1) May or may not have a common roof.
- (2) Share a common exterior wall.
- (3) Are separated from each other by a fire resistive party wall, portions extending at least from the lowest floor level to the roof.

Dwelling, two-family detached means a building, commonly known as a duplex, containing no more than and no less than two dwelling units, not physically attached to any other principal structure.

Dwelling unit means any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

- (1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house); or
- (2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation; or
- (3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or
- (4) A separate water meter or connection to a well.

Eating establishment only means an establishment having as its predominant use the preparation, serving and consumption of food and/or beverages. No alcohol shall be served on the premises. Entertainment may be provided on-site.

Eating and drinking establishment, Type 1 means an establishment operating no later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 1 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Eating and drinking establishment, Type 2 means an establishment operating later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 2 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Encroachment. Any disturbance in the natural grade, through construction of impervious surfaces, trenching or excavation, storage of equipment, materials or earth, or through parking or circulation of vehicles or equipment.

Evergreen. A tree, shrub, or other plant whose leaves remain green throughout all seasons; opposed to "deciduous."

Family means an individual; or two or more persons related by blood or marriage living together; or a group of individuals, of not more than three persons, not related by blood or marriage but living together as a single housekeeping unit.

Flood means a temporary rise of water level in lakes, streams, natural drainage courses, artificial drainage courses or other waterways that results in inundation of areas not ordinarily covered by water.

Flood frequency means the average length of time between flood occurrence, statistically determined, for which it is expected that a specific flood level will be equaled or exceeded.

Flood, regulatory means a flood which is representative of large floods known to have occurred generally in the area or reasonably characteristic of floods which may be expected to occur, having a specified flood frequency, and which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom.

Floodplain means those areas subject to periodic inundation by large floods which occur with calculable flood frequency and subject to flooding which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. For purposes of this article, the floodplain is considered to be that area designated by the notation "-FP" appended to a basic district classification. The boundaries of such areas are generally lateral to the boundaries of floodway areas or to the drainage course along which they are located.

Floodway means that cross-sectional area of the floodplain which is necessary for hydraulic conveyance and discharge of the regulatory flood and within which hydraulic velocities are such that significant hazard to structures or other properties exists.

Food truck means a licensed, motorized vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the general public.

Grand tree. A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

Tree Type	Tree Diameter	Examples
Large hardwoods	24" d.b.h.	Oak, Hickory, Tulip Poplar, Beech
Large softwoods	30" d.b.h.	Pine, Deodar Cedar, Red Cedar
Small hardwoods	10" d.b.h.	Dogwood, Redbud, American Holly

A lesser-sized tree can be considered a grand tree if it is a rare or unusual species, of exceptional quality, or of historical significance.

Grand tree stand. A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

Gross floor area means the total horizontal area of all floors of a building, including exterior balconies and mezzanines, measured from the interior faces of the exterior walls of a building.

Group commercial or industrial development means a single lot containing one or more buildings used for commercial or industrial purposes which contain a gross floor area of 100,000 square feet or more or an addition of 25,000 square feet or more to an existing group commercial or industrial development.

Group housing development means a single lot of record upon which is erected five or more dwelling units and all the structures thereon. This definition shall include apartments, condominiums and townhouses, whether rented or sold.

Hardwood tree. A broad-leaved tree, so called because its wood is harder and more compact than that of a softwood, or needle-bearing conifer.

High-rise residential structure means any building which contains dwelling units and exceeds five stories or 50 feet in height.

Home occupation means an occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

Hotels.

- (1) *Hotel* means a building, or part thereof, in which sleeping accommodations are offered to the public, in which there is a public dining room for the convenience of the guests. Access to the sleeping rooms shall be through an inside lobby or the office.
- (2) *Hotel, bed and breakfast* means any owner-occupied building or portion thereof offering transient lodging accommodations and breakfast to a unit consisting of not more than five rooms where rent is paid. Transient lodging is defined as occupancy not to exceed a period of two consecutive weeks at a time.
- (3) *Hotel, suite* means any commercially owned and operated facility or portion thereof offering transient lodging accommodations. The units are specifically designed to provide complete cooking and eating facilities and completely furnished to a unit consisting of not more than three rooms. A complimentary meal may or may not be furnished as part of the rental agreement.

Junk, salvage, scrap or wrecking yard means any use involving storage or processing of inoperable, unused, dismantled or wrecked vehicles, equipment or machinery or the storage or processing of scrap metal, waste paper, rags, food processing wastes, construction wastes, industrial wastes, secondhand building materials, or other scrap, salvage, waste or junk materials.

Lot means an area of land clearly defined by plat or metes and bounds description duly recorded with the register of mesne conveyances of the county.

Lot, corner means a lot located at the intersection of two or more streets. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost point of the lot lines to the foremost point of the lot (or an extension of the lot where it has been rounded by a street radius) meet at an interior angle of less than 135 degrees.

Lot depth means the distance from the street frontage to the lot line opposite the street frontage, determined by measurement from the center of the street frontage to the opposite property line.

Lot frontage. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis. The phrase "street frontage" shall be interpreted to have the same meaning as the phrase "lot frontage."

Lot, interior means a lot, other than a corner lot, with only one frontage on a street.

Lot, reversed frontage means a lot which is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may also be a corner lot or an interior lot or, rarely, a through lot.

Lot, through means a lot, other than a corner lot, with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as double frontage lots.

Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that the width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80 percent of the required lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

Masonry wall. A wall constructed of brick, stone or stucco.

Microbrewery means the production of beer, regardless of the percentage of alcoholic volume (ABV), in quantities not to exceed 15,000 barrels or 475,000 gallons per year.

Miniwarehouse means a building or group of buildings in a controlled access and fenced compound that contains individual, compartmentalized and controlled access stalls or lockers for the dead storage of customers' goods or wares.

Mobile home means a movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

Mobile home park means a lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

Modular unit means a structure consisting of two or more prefabricated components, which is designed to be placed on a permanent foundation at the site and is not readily relocated. The components generally arrive at the site complete except for exterior siding, furniture, plumbing and electrical fixtures. Modular units shall be considered buildings and shall conform with the regulations for site-built units in the Standard Building Code.

Motel means a commercial establishment offering lodging and automobile parking for transient travelers, which has individual entrances from outside the building to serve the separate units.

Nonconforming is a term applied to lots, structures, uses of land or structures, and characteristics of use of land or structures which were lawful before the passage of the ordinance from which this article is derived or before the amendment of this article, but which are prohibited by this article or which are not in compliance with the requirements of this article.

Park means an area or facility intended to be used for recreation, exercise, sports or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty, but specifically excluding commercially operated amusement parks.

Parking space, off-street means an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street arranged so that no maneuvering incidental to parking shall be on any public street and so that an automobile may be parked or unparked therein without moving any other automobile.

Person. The word "person" includes an individual or a firm, association, partnership, trust, company, corporation, or any other entity defined in legal usage as a person.

Principal structure means a structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated commercially in a business area.

Principal use means the significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

Protected zone. Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and buffer transition yards.

Radiotelephone communications and *telephone communications* mean the provision of voice and data communications by radio (radiotelephone communications) or by wire (telephone communications), or by any combination of radio and wire, pursuant to authority granted by the Federal Communications Commission, the state public service commission, or either of them.

Radiotelephone communications facilities and *telephone communications facilities* mean any facilities used in the provision of radiotelephone communications or telephone communications services, including towers, antennas, electronic equipment, wires, cables, substations, equipment shelters, buildings and other facilities necessary to, or approved or required by the Federal Communications Commission, the state public service commission or either of them for use in or the provision of, radiotelephone communications services or telephone communications services.

Regulatory flood protection elevation means the elevation of the regulatory flood at any point, which may vary from place to place depending on topography, anticipated hydraulic conveyance capacity, encroachment into areas subject to flood, and other factors.

~~*Restaurant* means an establishment having as its principal use the preparation and retail sale of food and beverages for consumption on or off the premises. This term shall include but not be limited to an establishment known as a café, lunch counter, cafeteria, fast food restaurant, eating establishment or other similar business. This definition does not include establishments that sell food or beverages as an accessory use or for off-premises preparation or consumption, such as a retail grocery store, convenience store, or delicatessen. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.~~

Roominghouse and *boardinghouse* mean any dwelling, other than a hotel or motel, in which more than three persons who are not members of the owner's or operator's family are housed or lodged in rooms used or intended to be used for living and sleeping but not for cooking or eating purposes, for compensation, with or without meals being

provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

Screening. A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

Setback line. The setback line is the same as the depth or width of any required yard. Such line defines the minimum distance between any structure and an adjacent lot boundary and is not necessarily the same as the building line, which is the distance between the actual structure and an adjacent lot boundary.

Shade tree. An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet.

Shrub. A woody plant, usually maturing at less than 12 feet, having several permanent stems, instead of a single trunk.

Sign means any device designed to inform or attract as defined in division 12 of this article.

Small-maturing tree. An evergreen or deciduous tree with a mature height of over 15 feet but no greater than 25 feet.

Softwood tree. A coniferous (cone-bearing) tree such as pine, cedar and bald cypress.

Street means a public thoroughfare designed to provide the principal means of access to abutting property, or designed to serve as a roadway for vehicular travel, or both, but excluding alleys.

Street protective yard. A landscaped area planted with trees and other vegetation that is parallel and adjacent to the recorded or proposed public street right-of-way.

Structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground, including mobile homes, travel trailers, signs, mobile signs, tubs, swimming pools or other bathing facilities, portable signs and antennas, but excluding from definition as structures the following: minor landscaping features such as ornamental pools, planting boxes, birdbaths, paved surfaces, walkways, driveways, recreational equipment, flagpoles and mailboxes.

Temporary vendor means a person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent and enclosed building located upon the same lot.

Thinning. The selective cutting or removal of trees.

Timber harvesting. The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

Travel or camping vehicle means a vehicular portable structure designed as a temporary dwelling for travel or recreational use, not exceeding 35 feet in length.

Tree. A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

Tree form. Plants that have been grown and maintained as trees, not shrubs, usually with three to five stems, trunks, or canes, and free of limbs from the ground up to three or four feet.

Tree inventory. A tally of the number, species, approximate size and approximate location of existing trees on a site, obtained through photos, including aeriels. To be verified by on-site viewing of city staff authorized to perform the verification.

Tree survey. A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as D.B.H.) and species of the existing trees on a site. (For purposes of this ordinance, this survey shall include grand trees, trees of 12 inches or greater D.B.H. in any areas to be disturbed, and any other trees identified to meet the required density factor for the site.) To be verified by on-site viewing of city staff authorized to perform the verification.

Utility service area. An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

Vehicular display area. An area where vehicles are stored and displayed for sale or lease.

Vehicular surface area. An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this chapter, parking lots, rental lots and depots.

Yard means a required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground. For the purpose of interpretation and regulation, certain exceptions are set forth in division 8 of this article.

Yard, front means a yard extending between side lot lines across the front of a lot, and measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without that rounding. Front and rear lines of a required front yard shall be parallel.

Yard, rear means a yard extending across the rear of the lot between the inner side yard lines, measured at right angles to a straight line joining the rearmost points of the side lot lines. The forward rear yard line of a required rear yard shall be parallel to the straight lines so established.

Yard, side means a yard extending from the rear line of the required front yard to the rear lot line, measured at right angles to a straight line joining the ends of the front and rear lot lines on the same side of the lot. The inner side yard line of a required side yard shall be parallel to the straight line so established. In the case of through lots, side yards shall extend from the rear lines of the required front yards. In the case of corner lots, the yards remaining after full and half depth front yards have been established shall be considered to be the side yards.

(Code 1979, § 6-3012; Ord. No. 96-25, 11-6-96; Ord. No. 2002-050, § 1, 6-5-02; Ord. No. 2006-004, 1-18-06; Ord. No. 2007-015, 6-6-07; Ord. No. 2008-004, 1-23-08; 2008-049, 11-5-08; Ord. No. 2009-023, 4-1-09; Ord. No. 2010-119, 8-2-11; Ord. No. 2011-083, 12-13-11; Ord. No. 2011-082, 1-17-12; Ord. No. 2012-020, 4-10-12; [Ord. No. 2017-001, 4-14-17](#))

Cross reference— Definitions generally, § 1-2.

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	
58 Eating and drinking places																				
Eating establishment only (17-269)								a	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 1 (17-269)									c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 2 (17-269)									e	e	e	e	e	e	e			e	e	8 for each 1,000 square feet of gross floor area
59 Miscellaneous retail																				
591 Drugstores and proprietary stores								a	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
592 Liquor stores									e	e	e	e	e	e	e			e	e	
5931 Used merchandise stores with weapons										e	e	e	e	e	e	e		e	e	
5932 Used merchandise stores without weapons (17-287)										c/e	c/e	c/e	c/e	c/e	c/e	c/e		c/e	c/e	
5933 Pawn shops										e	e	e	e	e	e	e		e	e	
594 Miscellaneous shopping goods stores									x	x	x	x	x	x	x			x	x	
596 Non-store retailers																				
5961 Mail order house									x	x	x	x	x	x	x			x	x	3 for each 1,000 square feet of gross floor area
5962 Automatic merchandising machine operators										x	x				x					
598 Fuel and ice dealers																				
5982 Fuel and ice dealers, except fuel oil dealers and bottled gas dealers										x		x			x					3.5 for each 1,000 square feet of gross floor area
5983 Fuel oil dealers										e					x	x				1.7 for each 1,000 square feet of gross floor area
5984 Liquefied petroleum gas (bottled gas) dealers										e					x	x				
599 Retail stores, not elsewhere classified																				

(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.

Sec. 17-269. – Eating and Drinking establishments.

~~Drinking places in conformity with state law shall be permitted, subject to the following provisions:~~

- ~~(1) *Spacing requirements.* Lots used as drinking places shall not be located closer than 400 feet to any other lot used as a drinking place and shall not be closer than 600 feet to any lot which contains a school or place of worship.~~
- ~~(2) *Hours of operation.* The hours of operation shall be subject to approval by the board of zoning appeals when such establishment is located adjacent to a residential zone.~~
- ~~(3) *Parking requirements.* Off street parking requirements shall be 12 per each 1,000 square feet of gross floor area.~~
- ~~(4) *Ingress and egress.* Adequate ingress and egress shall be provided.~~

(a) Eating Establishment Only

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1 or RG-2 district.

(b) Eating and Drinking Establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

(a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.

(b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.

(c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(c) Eating and Drinking Establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment as defined in §17-55 within the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-112(2) Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Business Plan Summary
- (b) Days and hours of operation
- (c) Staffing schedule
- (d) Kitchen equipment
- (e) Menu and hours of food service
- (f) Parking for customers and employees
- (g) Type of entertainment and duration
- (h) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment in operation prior to the effective date of this amendment is permitted to continue operation as originally permitted until such time there is a change of ownership that requires zoning compliance review of the business license for the same use. Upon application for the change of ownership for the same use, the applicant shall provide the information required in part 3. (iii) of this section to the Zoning Administrator for administrative review.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(Code 1979, § 6-3091.11; Ord. No. 99-011, § 2, 4-21-99; Ord. No. 2000-024, § 3, 3-29-00)

Note— Formerly numbered as 17-256.

ORDINANCE NO.: 2019-054

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division 1, Sec. 17-55, Definitions to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2; Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2 and update parking requirement; and to repeal and replace in its entirety Sec. 17-269 Drinking establishments

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 Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Division 1, Sec. 17-55, Definitions is amended to remove Restaurant and drinking place and to add Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2; and Division 8, Sec. 17-258 Table 1, Table of permitted uses, SIC 58 Eating and drinking places to remove Eating places and Drinking places and replace with Eating establishments only; Eating and drinking establishment, Type 1; and Eating and drinking establishment, Type 2 and update parking requirement; and, to repeal and replace in its entirety Sec. 17-269 Drinking establishments, to read as follows:

Sec. 17-55. 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:

Accessory building or use. An accessory building or use is:

- (1) Subordinate to and serves a principal building or principal use;
- (2) Subordinate in area, extent or purpose to the principal building or principal use served;
- (3) Designed for the comfort, convenience or necessity of occupants of the principal use served; and
- (4) Located on the same lot as the principal building or principal use served, with the exception of such

accessory off-street facilities as are permitted to locate elsewhere than on the same lot with building or use served. Accessory uses shall include but not be limited to barns, sheds, home tennis courts, swimming pools, automobile garages, decks, patios and private recreation areas.

Alley means a minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

Antenna means any device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

Apartment means a part of a building consisting of rooms intended, designed or used as a residence by an individual or family.

Applicant means any person who submits an application for review and/or approval.

Banquet hall means a facility rented out for private events whether family, group, or corporate in nature, where access by the general public is restricted. Banquet halls may allow live entertainment and dancing, however, such live entertainment or dancing shall not be the primary use of the facility. Alcoholic beverages may be served subject to state law requirements. Events open to the general public may be permitted no more than six times per year with the prior approval of the zoning administrator. However, such events shall not include live entertainment or activities similar to those of a night club, concert hall or dance club as the primary activity.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Boardinghouse. See *Roominghouse*.

Buffer transition yard. A landscaped transitional area intended to separate and screen adjacent differing land uses. The buffer yard is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way. (See *street protective yard*)

Building means any structure having a roof supported by columns or walls and which is designed for shelter, support or enclosure of persons, animals or property of any kind.

Caliper. The standard for trunk diameter measurements of nursery stock. Caliper of the trunk is measured six inches above the ground for four-inch or smaller caliper trees and 12 inches above the ground for larger sizes.

Cambium. The layer of formative cells between the wood and bark in woody plants.

Clear cutting. The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

Club means an incorporated or unincorporated association for civic, social, cultural, religious, literary, political or like activities, operated for the benefit of its members and not open to the general public.

Commercial timber operations. Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

Commercial vehicle means a vehicle or portion thereof defined as a commercial vehicle by S.C. Code Ann. § 56-1-2030 (4), any attachment capable of being pulled or designed to be pulled by a commercial vehicle, and construction equipment of any kind. Commercial vehicle shall not include any vehicle commonly designated as a pick-up truck, an authorized emergency vehicle as defined by S.C. Code Ann. § 56-5-170, or any vehicle while actively engaged in temporary loading, unloading, or service.

Community residential care facility includes any institution, place, building or agency providing for a period exceeding 24 consecutive hours accommodation, board, and a degree of personal assistance in feeding, dressing or other essential daily living activities to two or more individuals not related to the administrator or owner of the facility within the third degree of consanguinity. These individuals, by reason of age or physical or mental infirmity, are unable to care sufficiently or properly for themselves or manage their own affairs but do not require the daily services of a registered or licensed practical nurse. A community residential care facility includes any chemical abuse residential treatment facility, such as a halfway house, and other facilities providing inpatient or detoxification services.

Critical root zone. The area of tree roots within the crown dripline. This zone is generally defined as a circle with a radius extending from the tree trunk to a point no less than the farthest crown dripline. Disturbances within this zone will directly affect a tree's chance for survival.

D.B.H. Diameter at breast height, the standard for trunk diameter measurements of trees existing on a site. D.B.H. is measured in inches at a height of 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at the narrowest point beneath the split.

Day care means the care, supervision or guidance of persons, unaccompanied by the parent, guardian or custodian, on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home.

Day care facility means any state licensed, registered or approved facility which provides care, supervision or guidance for any person who is not related by blood, marriage or adoption to the owner or operator of such a facility, whether or not the facility is operated for profit and whether or not the facility makes a charge for services offered by it. This definition includes but is not limited to day nurseries, nursery schools, kindergartens, day care centers, group day care homes and family day care homes. The term does not include:

- (1) Any education facility, whether private or public, which operates solely for educational purposes in grades 1 or above.
- (2) Facilities operated in connection with a shopping center, industrial or office building or service, or other facility, where the same children are cared for while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and immediately available.
- (3) Summer resident or day camps.
- (4) Bible schools normally conducted during vacation periods.

Deciduous. Not evergreen; shedding leaves annually.

Density factor for the site (DFS). A unit of measure used to prescribe and calculate required tree coverage on a site. Unit measurements are based on tree size.

Display area. An outdoor area for storage or display of merchandise for sale or lease, whether permanent or temporary, containerized or openly displayed.

Dormitory, private means a building or part of building not operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of academic institutions for living, sleeping, cooking, and/or eating purposes.

Dormitory, public means a building or part of a building operated by an academic institution containing rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living, and sleeping, cooking, and/or eating purposes but not for cooking or eating purposes. Included in this definition are common spaces for uses such as dining facilities, eateries, canteens, or similar public or private ancillary services designed for on-site convenience.

Drinking place means an establishment having as its principal use the retail sale of alcoholic beverages, such as beer, liquor or wine for consumption on the premises. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.

Drive-through facility means any use, either principal or accessory, that provides goods or services to a person without requiring the person to leave his or her vehicle. Examples of drive-through facilities include, but are not limited to, drive-through automated teller machines, automated car washes, and drive-through windows at restaurants, financial institutions, dry-cleaning establishments, and retail establishments such as liquor stores and

pharmacies. Drive-in motion picture theaters, automotive service facilities (except automated car washes), automotive repair facilities, and fuel pumps and like service islands at gasoline service stations are not considered drive-through facilities.

Dwelling means any building designed, occupied or intended for human occupancy, not to include a hotel, motel, roominghouse, hospital or other accommodation used more or less for transient occupancy.

Dwelling, multifamily means a building containing three or more dwelling units, with each unit having a common structural wall with another dwelling unit. The term "multifamily" shall be understood to include apartments, tenements, condominiums, cooperatives and similar types of structures.

Dwelling, single-family attached means a building designed for and occupied exclusively as a residence by one family, being attached by means of a common dividing side wall to one or more buildings likewise designed for and occupied as a residence for one family. A single dwelling unit occupies each structure from ground to roof, and independent access is available for each unit from the outside. Such attached one-family dwellings are commonly referred to as "town," "patio," "common zero lot line" or "cluster" houses.

Dwelling, single-family detached means a building containing not more than one dwelling unit, not physically attached to any other principal structure, and specifically excluding mobile homes.

Dwelling, townhouse means one of a series of three or more attached one-family dwelling units on separate lots which:

(1) May or may not have a common roof.

(2) Share a common exterior wall.

(3) Are separated from each other by a fire resistive party wall, portions extending at least from the lowest floor level to the roof.

Dwelling, two-family detached means a building, commonly known as a duplex, containing no more than and no less than two dwelling units, not physically attached to any other principal structure.

Dwelling unit means any dwelling designed, occupied or intended for occupancy by a single-family unit. A structure or part of a structure shall be considered a dwelling unit where any one of the following elements are proposed or present:

(1) A full bath, except where (a) the full bath is the primary use of the structure, and (b) no other area of the structure may be readily inhabited (i.e. a stand-alone bath house); or

(2) A range, oven, stove, broiler, or other like cooking appliance generally designed for permanent installation; or

(3) A separate power meter, except where the building official has determined that power could not be safely supplied from an existing meter; or

(4) A separate water meter or connection to a well.

Eating establishment only means an establishment having as its predominant use the preparation, serving and consumption of food and/or beverages. No alcohol shall be served on the premises. Entertainment may be provided on-site.

Eating and drinking establishment, Type 1 means an establishment operating no later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 1 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Eating and drinking establishment, Type 2 means an establishment operating later than 12:00 AM, having as its predominant use the preparation, serving, and consumption of food and/or beverages. Alcohol may be consumed and entertainment may be provided on the premises. Excluded from Type 2 eating and drinking establishments are sexually-oriented businesses and other uses in the Entertainment use category, hotels and motels, and community recreation centers.

Encroachment. Any disturbance in the natural grade, through construction of impervious surfaces, trenching or excavation, storage of equipment, materials or earth, or through parking or circulation of vehicles or equipment.

Evergreen. A tree, shrub, or other plant whose leaves remain green throughout all seasons; opposed to "deciduous."

Family means an individual; or two or more persons related by blood or marriage living together; or a group of individuals, of not more than three persons, not related by blood or marriage but living together as a single housekeeping unit.

Flood means a temporary rise of water level in lakes, streams, natural drainage courses, artificial drainage courses or other waterways that results in inundation of areas not ordinarily covered by water.

Flood frequency means the average length of time between flood occurrence, statistically determined, for which it is expected that a specific flood level will be equaled or exceeded.

Flood, regulatory means a flood which is representative of large floods known to have occurred generally in the area or reasonably characteristic of floods which may be expected to occur, having a specified flood frequency, and

which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. *Floodplain* means those areas subject to periodic inundation by large floods which occur with calculable flood frequency and subject to flooding which may reasonably be expected to cause damage or hazard of damage sufficient to justify protection therefrom. For purposes of this article, the floodplain is considered to be that area designated by the notation "-FP" appended to a basic district classification. The boundaries of such areas are generally lateral to the boundaries of floodway areas or to the drainage course along which they are located.

Floodway means that cross-sectional area of the floodplain which is necessary for hydraulic conveyance and discharge of the regulatory flood and within which hydraulic velocities are such that significant hazard to structures or other properties exists.

Food truck means a licensed, motorized vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the general public.

Grand tree. A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

Tree Type	Tree Diameter	Examples
Large hardwoods	24" d.b.h.	Oak, Hickory, Tulip Poplar, Beech
Large softwoods	30" d.b.h.	Pine, Deodar Cedar, Red Cedar
Small hardwoods	10" d.b.h.	Dogwood, Redbud, American Holly

A lesser-sized tree can be considered a grand tree if it is a rare or unusual species, of exceptional quality, or of historical significance.

Grand tree stand. A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

Gross floor area means the total horizontal area of all floors of a building, including exterior balconies and mezzanines, measured from the interior faces of the exterior walls of a building.

Group commercial or industrial development means a single lot containing one or more buildings used for commercial or industrial purposes which contain a gross floor area of 100,000 square feet or more or an addition of 25,000 square feet or more to an existing group commercial or industrial development.

Group housing development means a single lot of record upon which is erected five or more dwelling units and all the structures thereon. This definition shall include apartments, condominiums and townhouses, whether rented or sold.

Hardwood tree. A broad-leaved tree, so called because its wood is harder and more compact than that of a softwood, or needle-bearing conifer.

High-rise residential structure means any building which contains dwelling units and exceeds five stories or 50 feet in height.

Home occupation means an occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

Hotels.

(1) *Hotel* means a building, or part thereof, in which sleeping accommodations are offered to the public, in which there is a public dining room for the convenience of the guests. Access to the sleeping rooms shall be through an inside lobby or the office.

(2) *Hotel, bed and breakfast* means any owner-occupied building or portion thereof offering transient lodging accommodations and breakfast to a unit consisting of not more than five rooms where rent is paid. Transient lodging is defined as occupancy not to exceed a period of two consecutive weeks at a time.

(3) *Hotel, suite* means any commercially owned and operated facility or portion thereof offering transient lodging accommodations. The units are specifically designed to provide complete cooking and eating facilities and completely furnished to a unit consisting of not more than three rooms. A complimentary meal may or may not be furnished as part of the rental agreement.

Junk, salvage, scrap or wrecking yard means any use involving storage or processing of inoperable, unused, dismantled or wrecked vehicles, equipment or machinery or the storage or processing of scrap metal, waste paper, rags, food processing wastes, construction wastes, industrial wastes, secondhand building materials, or other scrap, salvage, waste or junk materials.

Lot means an area of land clearly defined by plat or metes and bounds description duly recorded with the register of mesne conveyances of the county.

Lot, corner means a lot located at the intersection of two or more streets. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost point of the lot lines to the foremost point of the lot (or an extension of the lot where it has been rounded by a street radius) meet at an interior angle of less than 135

degrees.

Lot depth means the distance from the street frontage to the lot line opposite the street frontage, determined by measurement from the center of the street frontage to the opposite property line.

Lot frontage. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis. The phrase "street frontage" shall be interpreted to have the same meaning as the phrase "lot frontage."

Lot, interior means a lot, other than a corner lot, with only one frontage on a street.

Lot, reversed frontage means a lot which is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may also be a corner lot or an interior lot or, rarely, a through lot.

Lot, through means a lot, other than a corner lot, with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as double frontage lots.

Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that the width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80 percent of the required lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

Masonry wall. A wall constructed of brick, stone or stucco.

Microbrewery means the production of beer, regardless of the percentage of alcoholic volume (ABV), in quantities not to exceed 15,000 barrels or 475,000 gallons per year.

Miniwarehouse means a building or group of buildings in a controlled access and fenced compound that contains individual, compartmentalized and controlled access stalls or lockers for the dead storage of customers' goods or wares.

Mobile home means a movable or portable dwelling unit over 32 feet in length and over eight feet in width, constructed to be towed on its own chassis, designed without a permanent foundation, and capable of supporting year round occupancy, which may include one more components that can be retracted for towing purposes and subsequently expanded, or which may consist of two or more units separately towable but designed to be joined into one integral unit. The term "mobile home" shall not include prefabricated, modular or unitized dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

Mobile home park means a lot used, designed or intended to be used for the purpose of supplying parking space for two or more occupied mobile homes, and which includes buildings, structures, vehicles or enclosures used or intended to be used as part of that mobile home park. Sales or storage lots for unoccupied mobile homes are not considered to be mobile home parks.

Modular unit means a structure consisting of two or more prefabricated components, which is designed to be placed on a permanent foundation at the site and is not readily relocated. The components generally arrive at the site complete except for exterior siding, furniture, plumbing and electrical fixtures. Modular units shall be considered buildings and shall conform with the regulations for site-built units in the Standard Building Code.

Motel means a commercial establishment offering lodging and automobile parking for transient travelers, which has individual entrances from outside the building to serve the separate units.

Nonconforming is a term applied to lots, structures, uses of land or structures, and characteristics of use of land or structures which were lawful before the passage of the ordinance from which this article is derived or before the amendment of this article, but which are prohibited by this article or which are not in compliance with the requirements of this article.

Park means an area or facility intended to be used for recreation, exercise, sports or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty, but specifically excluding commercially operated amusement parks.

Parking space, off-street means an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street arranged so that no maneuvering incidental to parking shall be on any public street and so that an automobile may be parked or unparked therein without moving any other automobile.

Person. The word "person" includes an individual or a firm, association, partnership, trust, company, corporation, or any other entity defined in legal usage as a person.

Principal structure means a structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated

commercially in a business area.

Principal use means the significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

Protected zone. Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and buffer transition yards.

Radiotelephone communications and *telephone communications* mean the provision of voice and data communications by radio (radiotelephone communications) or by wire (telephone communications), or by any combination of radio and wire, pursuant to authority granted by the Federal Communications Commission, the state public service commission, or either of them.

Radiotelephone communications facilities and *telephone communications facilities* mean any facilities used in the provision of radiotelephone communications or telephone communications services, including towers, antennas, electronic equipment, wires, cables, substations, equipment shelters, buildings and other facilities necessary to, or approved or required by the Federal Communications Commission, the state public service commission or either of them for use in or the provision of, radiotelephone communications services or telephone communications services.

Regulatory flood protection elevation means the elevation of the regulatory flood at any point, which may vary from place to place depending on topography, anticipated hydraulic conveyance capacity, encroachment into areas subject to flood, and other factors.

Restaurant means an establishment having as its principal use the preparation and retail sale of food and beverages for consumption on or off the premises. This term shall include but not be limited to an establishment known as a café, lunch counter, cafeteria, fast food restaurant, eating establishment or other similar business. This definition does not include establishments that sell food or beverages as an accessory use or for off-premises preparation or consumption, such as a retail grocery store, convenience store, or delicatessen. For the purposes of determining the principal use the zoning administrator shall assess the following factors: gross floor area of the business; total gross floor area allocated for each function within the business; seating plans; menus; business plan; hours of operation; and any other factors relevant to the operation of the business.

Roominghouse and *boardinghouse* mean any dwelling, other than a hotel or motel, in which more than three persons who are not members of the owner's or operator's family are housed or lodged in rooms used or intended to be used for living and sleeping but not for cooking or eating purposes, for compensation, with or without meals being provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

Screening. A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

Setback line. The setback line is the same as the depth or width of any required yard. Such line defines the minimum distance between any structure and an adjacent lot boundary and is not necessarily the same as the building line, which is the distance between the actual structure and an adjacent lot boundary.

Shade tree. An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet.

Shrub. A woody plant, usually maturing at less than 12 feet, having several permanent stems, instead of a single trunk.

Sign means any device designed to inform or attract as defined in division 12 of this article.

Small-maturing tree. An evergreen or deciduous tree with a mature height of over 15 feet but no greater than 25 feet.

Softwood tree. A coniferous (cone-bearing) tree such as pine, cedar and bald cypress.

Street means a public thoroughfare designed to provide the principal means of access to abutting property, or designed to serve as a roadway for vehicular travel, or both, but excluding alleys.

Street protective yard. A landscaped area planted with trees and other vegetation that is parallel and adjacent to the recorded or proposed public street right-of-way.

Structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground, including mobile homes, travel trailers, signs, mobile signs, tubs, swimming pools or other bathing facilities, portable signs and antennas, but excluding from definition as structures the following: minor landscaping features such as ornamental pools, planting boxes, birdbaths, paved surfaces, walkways, driveways, recreational equipment, flagpoles and mailboxes.

Temporary vendor means a person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent

and enclosed building located upon the same lot.

Thinning. The selective cutting or removal of trees.

Timber harvesting. The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

Travel or camping vehicle means a vehicular portable structure designed as a temporary dwelling for travel or recreational use, not exceeding 35 feet in length.

Tree. A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

Tree form. Plants that have been grown and maintained as trees, not shrubs, usually with three to five stems, trunks, or canes, and free of limbs from the ground up to three or four feet.

Tree inventory. A tally of the number, species, approximate size and approximate location of existing trees on a site, obtained through photos, including aerials. To be verified by on-site viewing of city staff authorized to perform the verification.

Tree survey. A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as D.B.H.) and species of the existing trees on a site. (For purposes of this ordinance, this survey shall include grand trees, trees of 12 inches or greater D.B.H. in any areas to be disturbed, and any other trees identified to meet the required density factor for the site.) To be verified by on-site viewing of city staff authorized to perform the verification.

Utility service area. An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

Vehicular display area. An area where vehicles are stored and displayed for sale or lease.

Vehicular surface area. An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this chapter, parking lots, rental lots and depots.

Yard means a required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground. For the purpose of interpretation and regulation, certain exceptions are set forth in division 8 of this article.

Yard, front means a yard extending between side lot lines across the front of a lot, and measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without that rounding. Front and rear lines of a required front yard shall be parallel.

Yard, rear means a yard extending across the rear of the lot between the inner side yard lines, measured at right angles to a straight line joining the rearmost points of the side lot lines. The forward rear yard line of a required rear yard shall be parallel to the straight lines so established.

Yard, side means a yard extending from the rear line of the required front yard to the rear lot line, measured at right angles to a straight line joining the ends of the front and rear lot lines on the same side of the lot. The inner side yard line of a required side yard shall be parallel to the straight line so established. In the case of through lots, side yards shall extend from the rear lines of the required front yards. In the case of corner lots, the yards remaining after full and half depth front yards have been established shall be considered to be the side yards.

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
58 Eating and drinking places																				
Eating establishment only (17-269)								a	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 1 (17-269)								c	c	c	c	c	c	c	c			c	c	8 for each 1,000 square feet of gross floor area
Eating and drinking establishment, type 2 (17-269)								e	e	e	e	e	e	e	e			e	e	8 for each 1,000 square feet of gross floor area
59 Miscellaneous retail																				
591 Drugstores and proprietary stores								a	x	x	x	x	x	x	x			x	x	3.5 for each 1,000 square feet of gross floor area
592 Liquor stores									e	e	e	e	e	e	e			e	e	
5931 Used merchandise stores with weapons										e	e	e	e	e	e	e		e	e	
5932 Used merchandise stores without weapons (17-287)										c/e	c/e	c/e	c/e	c/e	c/e	c/e		c/e	c/e	
5933 Pawn shops										e	e	e	e	e	e	e		e	e	
594 Miscellaneous shopping goods stores									x	x	x	x	x	x	x			x	x	
596 Non-store retailers																				
5961 Mail order house									x	x	x	x	x	x	x			x	x	3 for each 1,000 square feet of gross floor area
5962 Automatic merchandising machine operators										x	x				x					
598 Fuel and ice dealers																				
5982 Fuel and ice dealers, except fuel oil dealers and bottled gas dealers										x		x			x					3.5 for each 1,000 square feet of gross floor area
5983 Fuel oil dealers										e					x	x				1.7 for each 1,000 square feet of gross floor area
5984 Liquefied petroleum gas (bottled gas) dealers										e					x	x				
599 Retail stores, not elsewhere classified																				

Sec. 17-269. Eating and Drinking establishments.

Drinking places in conformity with state law shall be permitted, subject to the following provisions:-

(1) Spacing requirements. Lots used as drinking places shall not be located closer than 400 feet to any other lot used as a drinking place and shall not be closer than 600 feet to any lot which contains a school or place of worship.

(2) Hours of operation. The hours of operation shall be subject to approval by the board of zoning appeals when such establishment is located adjacent to a residential zone.

(3) Parking requirements. Off-street parking requirements shall be 12 per each 1,000 square feet of gross floor area.

(4) Ingress and egress. Adequate ingress and egress shall be provided.

(a) Eating establishment only

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1 or RG-2 district.

(b) Eating and drinking establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the C-2 District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the eating and drinking establishment.

(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

(a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.

(b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.

(c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.

(d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.

(e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

(c) Eating and drinking establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

(a) Hours of operation of the outdoor seating area shall be the same or less than those for the

eating and drinking establishment.

(b) Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RS-1, RS-2, RS-3, RG-1, or RG-2 district.

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment as defined in Sec. 17-55 within the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-112(2) Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Business Plan Summary
- (b) Days and hours of operation
- (c) Staffing schedule
- (d) Kitchen equipment
- (e) Menu and hours of food service
- (f) Parking for customers and employees
- (g) Type of entertainment and duration
- (h) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment in operation prior to the effective date of this amendment is permitted to continue operation as originally permitted until such time there is a change of ownership that requires zoning compliance review of the business license for the same use. Upon application for the change of ownership for the same use, the applicant shall provide the information required in part 3. (iii) of this section to the Zoning Administrator for administrative review.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

Requested by:

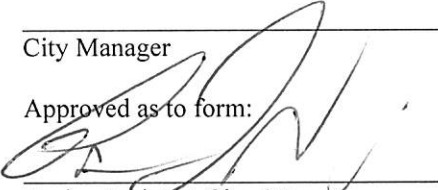
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: AMEND §17-258 to Allow Hotels, Motels and Tourist Courts in Neighborhood Commercial District (C-2)

PURPOSE: 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

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)

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** TA-2019-0005 Hotel C-2 District - 17-258 (PDF)
- **#b:** 2019-053 amend Sec. 17-258 Table of permitted uses Division 1 Services SIC 701 Hotels, motels and tourist courts (PDF)

**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																				1 for each bedroom
70 Hotels, roominghouses, camps and other lodg- ing places																				
701 Hotels, motels and tourist courts									x	x	e	x	x	x				x	x	
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																				

(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;
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 "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																					



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
AMENDMENT - 2215 Devine Street, TMS#11312-02-09**

PURPOSE: City Council District: 3

Proposal: 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).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** LUMA-2019-0003-Devine_2215 (PDF)
- **#b:** 2019-049 add 2215 Devine Street to Comprehensive Plan 2018 Future Land Use Map (PDF)



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 **43.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



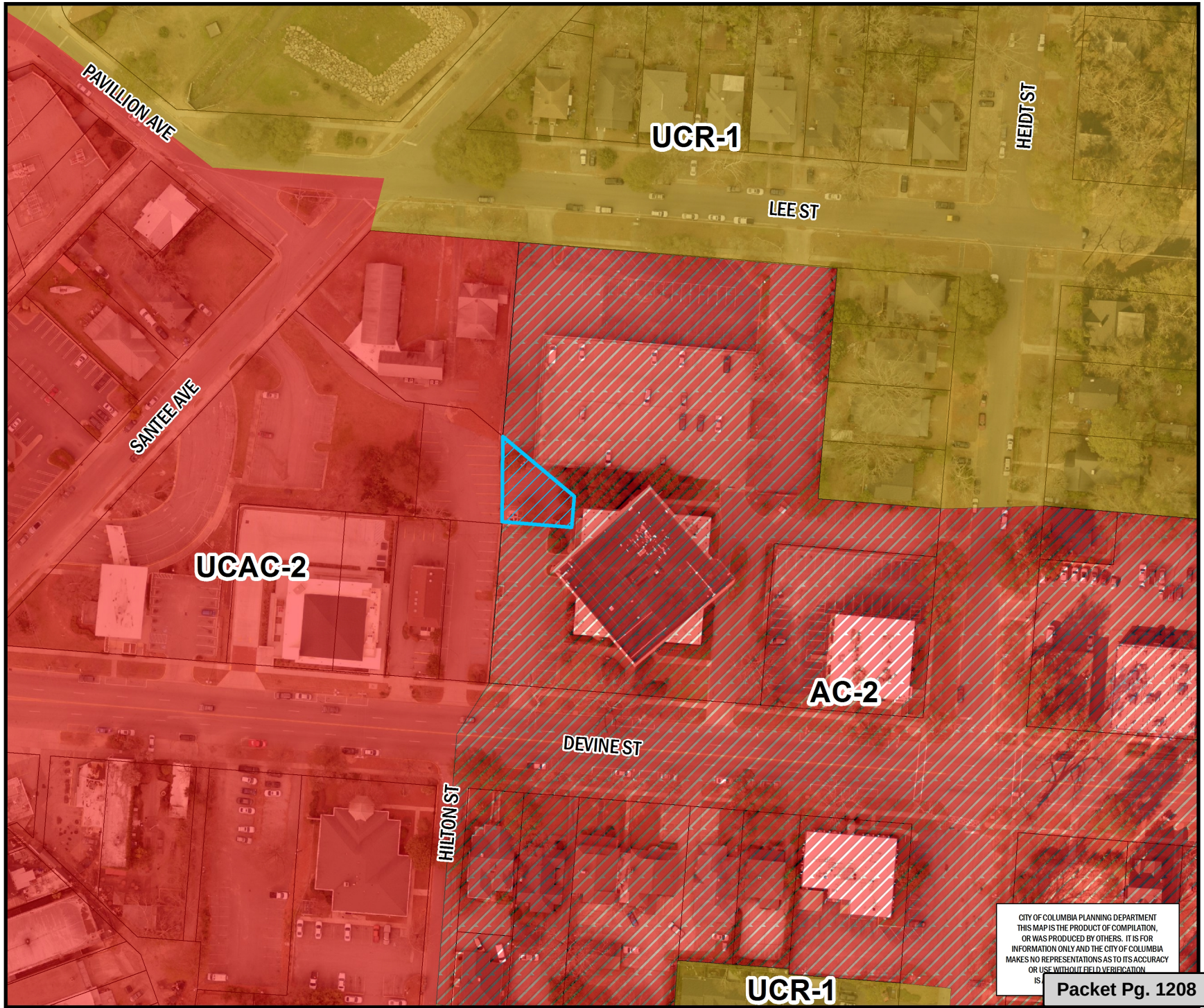
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 17, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 1208

** 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

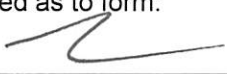
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT 2221 Devine Street (2204 Lee Street and 2215 Devine Street), TMS# 11312-02-03 and 11312-02-09

PURPOSE: 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)

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ZMA-2019-0007-Devine2221 (PDF)



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

44.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
-  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 Edge 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



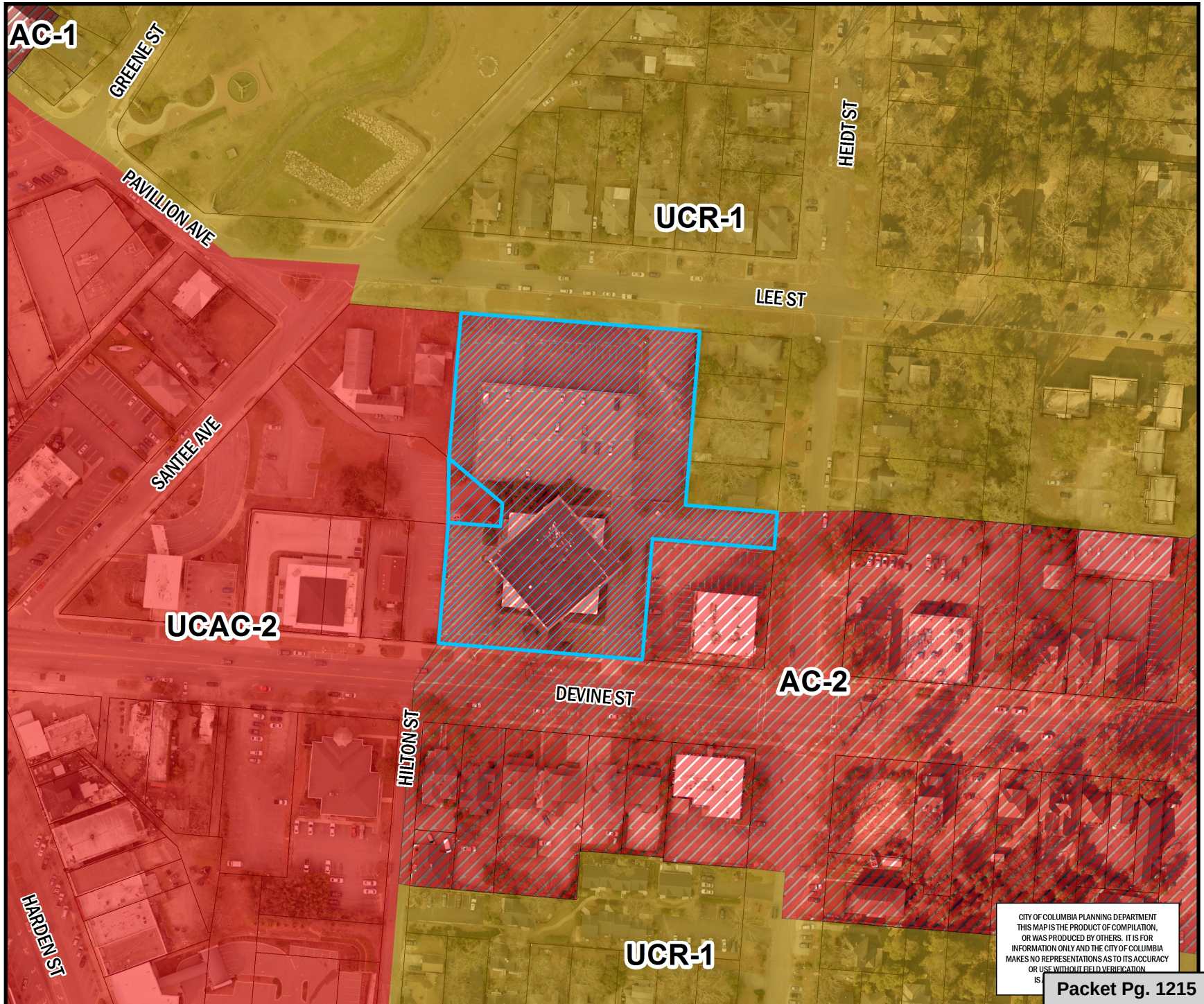
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 17, 2019



We Are Columbia



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Packet Pg. 1215

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

Legend

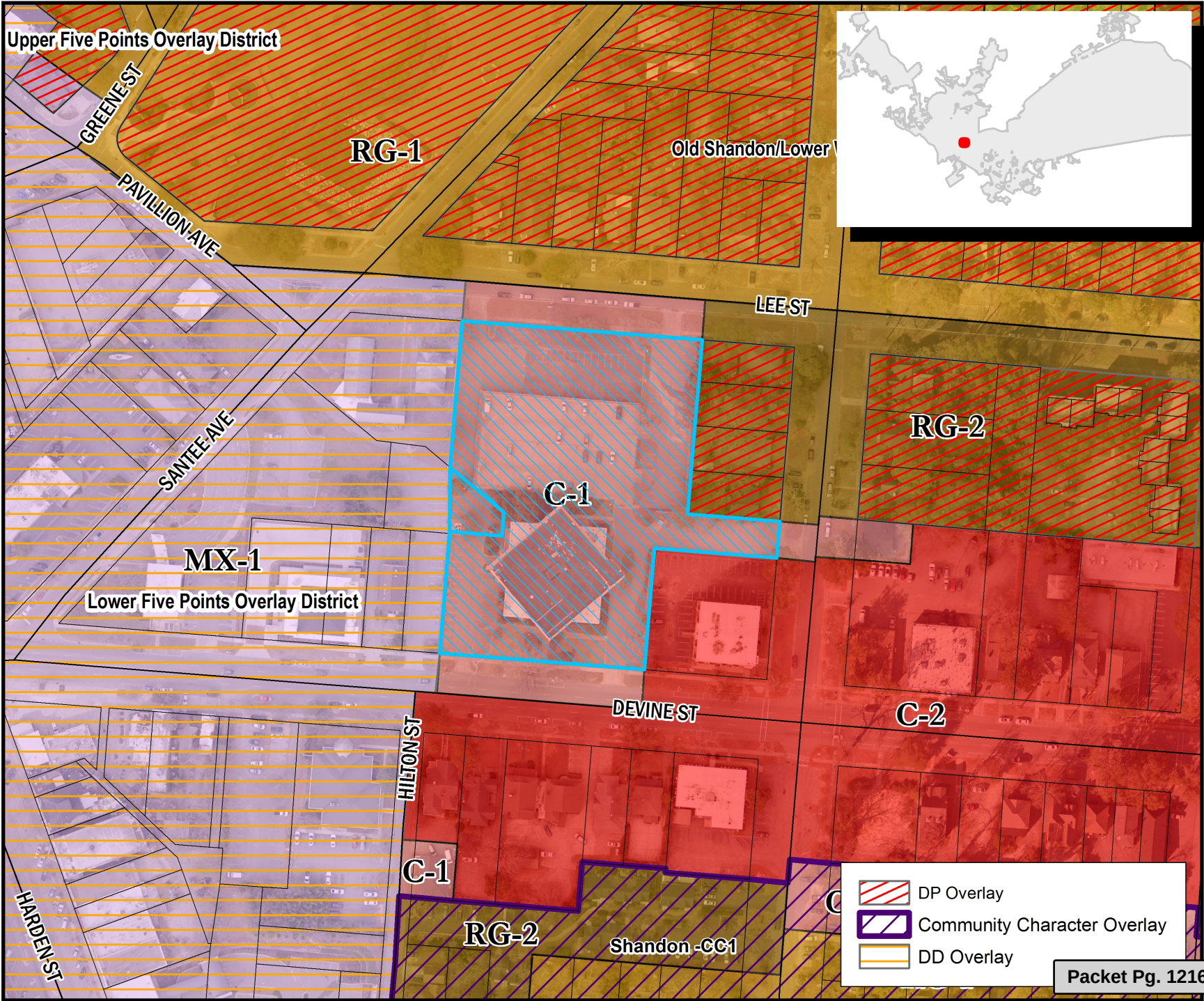
PARCELS

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
 May 17, 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.



DP Overlay

Community Character Overlay

DD Overlay

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-065 Approving the Honorary naming of the 100 block of Isaac Street between Farrow Road and Benedict Street and Farrow Road between Isaac Street and Juniper Street "Reverend Tryon Eichelberger Way"

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** R-2019-065 honorary naming Reverend Tryon Eichelberger Way (PDF)

RESOLUTION NO.: R-2019-065

*Approving the Honorary naming of the 100 block of Isaac Street between Farrow Road and Benedict Street and Farrow Road between Isaac Street and Juniper Street
"Reverend Tryon Eichelberger Way"*

WHEREAS, Tryon Eichelberger was born and raised in Pomaria, South Carolina and was called into the ministry in 1963 to serve New Chapel AME Church and Bethany AME Church in Union, South Carolina before moving to serve Cedar Creek AME Church in Winnsboro, South Carolina and then Trinity House of Help and Mercy Church. He also helped to establish and was a longtime Cornerstone member of Reid Chapel AME Church; and,

WHEREAS, Reverend Eichelberger's career also included positions as a civilian employee at Fort Jackson as a Civil Engineer; taxi driver, stockholder and president of the Original Blue Ribbon Taxi Corporation; a radio broadcaster for over fifty years with WTGH, WBTU, and Glory Communications WGCV

WHEREAS, Reverend Eichelberger was also a recording artist and promoter of local and national gospel ministries of Pastor Shirley Caesar, The Fantastic Violinaries, Tommy Ellison and the Five Sining Stars, Mighty Clouds of Joy, June Cheeks, Sam Cooke and The Soul Stirrers. He also sang quartet with the Famous Brown Brothers and started the National Juniors Quartet, All In The Family Quartet and Harp & Soul Disciples; and,

WHEREAS, Reverend Eichelberger was a well-liked and respected religious and community leader in Greenvew who founded Trinity House of Help and Mercy to aid people with rent, utility bills and emergency funding, initiated the start of the Greenvew Community Homeowners Association and clubhouse for its residents, and was active in all levels of elections to secure democratic votes. His shared the bounty from his love of gardening, fishing and small game hunting with the community to insure that no one went without. Reverend Eichelberger's legacy lives on through his family's continued involvement in community outreach; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2019, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of 100 block of Isaac Street between Farrow Road and Benedict Street, and Farrow Road between Isaac Street and Juniper Street "Reverend Tryon Eichelberger Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Council Member Davis

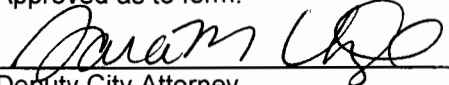
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-060 Authorizing the City Manager to execute a Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2019-2020

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1018410-638303

FOCUS AREAS: Connecting Our Community, Empowering Our Residents

ATTACHMENTS:

- **#a:** R-2019-060 USC Housing First 2019-2020 (PDF)

RESOLUTION NO.: R-2019-060

*Authorizing the City Manager to execute Professional Services Agreement for
the Housing First Program between the City of Columbia and the
University of South Carolina for Fiscal Year 2019-2020*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars for the fiscal year 2019-2020 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program.

(Funding source: 1018410/638303).

Requested by:

City Manager _____

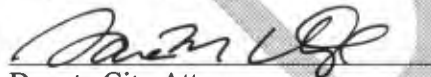
Mayor _____

Approved by:

City Manager _____

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk _____

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND)

AGREEMENT BETWEEN THE CITY OF COLUMBIA
 AND THE UNIVERSITY OF SOUTH CAROLINA
 (Supportive Housing Services)

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and,

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars for the City's fiscal year 2019-2020 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2019, and will end on June 30, 2020.
2. Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) of City funds shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
4. USC will provide to the City USC's Housing First FY19-20 budget with designated fund sources prior to City funding being released to USC.
5. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First program during its fiscal year independent of the funding provided by the City prior to funding being released.
6. USC will provide to the City's Community Development Department, no less than once a year, the data and information indicated below that Community Development requires to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.
 - a. data as requested by the City on Housing First clients that is submitted to HMIS registration.
 - b. reports regard to how the Housing First Program is addressing the Six (6) Homeless Response Goals as adopted by City Council:
 - Coordinate the response to poverty with other agencies

- Bring humanity to the response to poverty
 - Leverage the power of the community in responding to poverty
 - Institutionalize accountability for providers
 - Meet the unique needs of the individual in need
 - Address downtown impacts
7. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	As to USC:	University of South Carolina c/o Daniel Christmus 1600 Hampton Street, Suite 414 Columbia, SC 29208
With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217		Kristen S. Connors, LMSW Director Department of Internal Medicine Supportive Housing Services 1325 Laurel Street Columbia, SC 29201

The City and USC, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either USC or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by USC or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall be effective as of the date of the last signature herein below.

Witnesses as to City:

CITY OF COLUMBIA

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

Witnesses as to USC:

THE UNIVERSITY OF SOUTH CAROLINA

By: _____
Print Name: _____
Its: Sponsored Program Administrator
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

**USC Housing First Budget
FY 7/1/2019-6/30/2020**

SUPPORTIVE SERVICES	\$184,317
Outreach Worker \$22,333 (0.55 FTE)	
Housing Case Manager \$37,813 (1.0 FTE)	
Licensed Professional Counselor \$31,419 (.66 FTE)	
Licensed Professional Counselor \$6,096 (0.12 FTE)	
Medical Adherence Support \$6,727 (0.20 FTE)	
Program Assistant \$1,309 (0.025 FTE)	
Director \$8,129 (.13 FTE)	
Fringe \$44,819	
Support group food/supplies \$1,200	
Rent/Utilities \$18,000	
24 Hour on Call Mobile Phone \$480	
Office Supplies/Postage \$562	
Transportation \$3,930	
Travel/Training \$750	
Housewares for move-ins \$750	
HOUSING	\$35,967
Housing Coordinator \$26,261 (0.75 FTE)	
Fringe \$7,353	
CHA Administrative Costs \$2,353	
USC ADMINISTRATIVE COSTS (5% of adjusted direct costs)	\$9,216
TOTAL YEAR BUDGET	\$229,500



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-061 Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1018410-638306

FOCUS AREAS: Connecting Our Community, Empowering Our Residents

ATTACHMENTS:

- **#a:** R-2019-061 UWM PS Contract 2019-2020 (PDF)

RESOLUTION NO.: R-2019-061

*Authorizing the City Manager to execute a Professional Services Extension Agreement
between the City of Columbia and the United Way of the Midlands for the Regional
Coordination of Homeless Services in the Midlands*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached Professional Services Extension Agreement with the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands, or on a form to be approved by the City Attorney, for the fiscal year 2019-2020, the total compensation for such services shall not exceed One Hundred Twenty Thousand One Hundred Forty-eight and No/100 (\$120,148.00) Dollars.

(Funding Source: 1018410 638306)

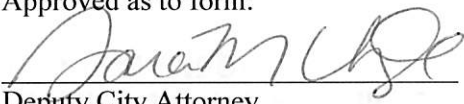
Requested by:

City Manager _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

STATE OF SOUTH CAROLINA) UNITED WAY OF THE MIDLANDS CONTRACT FOR
) PROFESSIONAL SERVICES EXTENSION AGREEMENT
COUNTY OF RICHLAND)

WHEREAS, the City of Columbia ("City") entered into a Contract for Professional Services ("Contract") with The United Way of the Midlands ("Consultant") on December 23, 2014 for the Regional Coordination of Homeless Services, which initial contract term expired on June 30, 2015; and,

WHEREAS, the Contract provided for four (4) additional one (1) year extensions of the Contract term; and,

WHEREAS, Contractor and City extended the contract term by contract extension agreements in 2015, 2016, 2017, 2018; and,

WHEREAS, the most recent Extension Agreement expired on June 30, 2019; and,

WHEREAS, Contractor and City desire to extend the Contract for an additional one (1) year term commencing July 1, 2019 and ending on June 30, 2020;

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and Consultant agree as follows:

1. The term of the Contract shall be extended for an additional one (1) year period from July 1, 2019 to June 30, 2020.
2. The total compensation for this one (1) year extension shall not exceed One Hundred and Twenty Thousand One Hundred Forty-Eight and No/100 (\$120,148.00) Dollars, as indicated on Appendix "A" attached hereto.
3. Contractor's Scope of Services for this one (1) year extension shall be as reflected in Appendix A.

Except as modified herein and extended hereby, all other terms and conditions of the Contract for Consulting Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement for Contract for Professional Services effective as of the date of the last signature herein below.

WITNESSES:

UNITED WAY OF THE MIDLANDS

BY: _____

Print Name: _____

Its: Executive Director

Date: _____

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

Received 15 November 2005; accepted 12 January 2006

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

APPENDIX A

FY 2020 Homeless Services Budget	City Funds Requested	Federal Grants	MACH and Agency Contributions (cash & in-kind)	UWM (cash & in-kind)
HMIS Software, licensing, security, server	\$ -	\$ 17,575	\$ 6,500	\$ -
Staff for systems work	\$ 86,648	\$ 246,916	\$ -	\$ 16,500
Travel, printing, training, and meeting supplies	\$ -	\$ 2,200	\$ 2,500	\$ 3,500
Oversight, vendor management and reporting	\$ 25,000	\$ 22,923	\$ -	\$ 25,000
Direct services to homeless clients	\$ 8,500	\$ 3,332,604	\$ 5,000,000	\$ 1,413,224
Totals	\$ 120,148	\$ 3,622,218	\$ 5,009,000	\$ 1,458,224

*Note - Data on federal and private funding sources provided as information only and not reflected in proposed scope of work under the RFP.

"Federal grants" include those secured by UWM/MACH for the HUD Continuum of Care annual competition. These grants support people in permanent and transitional housing with supportive services.

"MACH and Agency Contributions" include cash contributed from MACH and members agencies as well as (estimated) leverage funds and resources documented in the annual HUD funding application.

"UWM cash and in-kind" include resources supporting staff, mileage, and HMIS costs plus resources (estimated) invested into housing and homeless programs for FY 2019-20.

APPENDIX A

Proposed tasks under City Scope of Services (Does not include work performed under federal or private resources)	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/19- 9/30/19	9/30/19- 12/31/19	1/1/20- 3/31/20	4/1/20- 6/30/20

Develop programs for unaccompanied youth				
Improve communication mechanisms on resources available and disseminate to youth-friendly way				
Implement the Midlands Youth Plan				
Resource development for specialized housing and services				

Coordinate with justice and health systems				
Coordinate requests for street engagement				
Coordinate street outreach and implement housing placement based on vulnerability				
Connect Columbia Police to providers such as youth services, meal share, and street outreach.				
Improve discharge planning for people experiencing homelessness with local hospitals and Alvin S. Glenn				

Coordinate meal sharing programs				
Continue to add providers to meal share convenient agreement and improve meal scheduling and collaboration				
Implement Meal Share Action Plan				

Employment and training promotion				
Implement a plan to fill gaps in employment services				

Implement a travel voucher program				
Secure vendor to implement home community travel program				
Implement program, track and report results				

Coordinate 2020 Annual Homeless Count (including a youth-specific portion)				
Secure county level coordinators and volunteers				
Implement 2020 Count				
Final report				

Matter No. 19001881
Attorney DMT
Date to 7/1/19
File No.
Date Out

Preston, Roxanna L

From: Caughman, Missy A
Sent: Friday, June 28, 2019 5:28 PM
To: Legal Review; Ardis, Shari L
Subject: UWM Regional Homeless Coordination contract extension 2019-2020
Attachments: UWM Regional Homeless Coordination contract extension 2019-2020 (00000002).docx;
R-2018-061 Regional Homeless Coordinator Services.pdf; UWM Budget Request
Regional FY 2019 Updated SOW.pdf

Good morning

Please find attached for legal review, the City's agreement with United Way Regional Homeless Coordination for FY 19/20. Contract is the same from the previous year. We have added an SOW this year as an attachment A that is attached as a PDF.

We would like to target July 16th agenda for Council approval.

Please let me know if you need me to send the current year agreement and resolution (R-2018-061).

Many thanks
Missy

APPROVED AS TO FORM
David M. L. H.
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-062 Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1018410-638302

FOCUS AREAS: Connecting Our Community, Empowering Our Residents

ATTACHMENTS:

- **#a:** R-2019-062 UWM Inclement Weather Service Agreement 2019-2020 (PDF)

RESOLUTION NO.: R-2019-062

*Authorizing the City Manager to execute an Inclement Weather Center Service Agreement
between the City of Columbia and the United Way of the Midlands for
operation of the Inclement Weather Center*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached Inclement Weather Center Service Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the operation of the Inclement Weather Center for the fiscal year 2019-2020, the total compensation for such services shall not exceed Three Hundred Fifty-two Thousand Eight Hundred Sixty and 32/100 (\$352,860.32) Dollars.

(Funding Source: 1018410 638302)

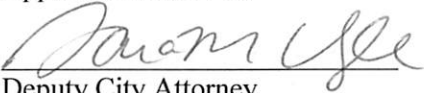
Requested by:

City Manager _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **INCLEMENT WEATHER CENTER SERVICE AGREEMENT**

THIS INCLEMENT WEATHER CENTER SERVICE AGREEMENT (this "Agreement") is entered into by and between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the "City") and United Way of the Midlands, a South Carolina nonprofit corporation ("UWM").

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Engagement of UWM; Consent to Subcontracting.

(a) The City hereby engages UWM to assist the City with the operation of the 2019-2020 Inclement Weather Center (the "Center"). UWM agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in Appendix A. UWM acknowledges that UWM and its subcontractors will make reasonable efforts to stay within the Center Budget. The City agrees to pay UWM for the costs attributable the operation of the Center up to Three Hundred Fifty-Two Thousand Eight Hundred Sixty and 32/100 Dollars (\$352,860.32) (the "Contract Fee"). In the event that UWM's costs to operate the Center exceed the Contract Fee due to unforeseeable and/or unanticipated events, such as but not limited to unexpected periods of extreme weather, City staff will work in good faith with UWM, in accordance with section 4(a) to request from Council those additional costs above the Contract Fee. UWM's duties with respect to the Center shall be strictly limited to those duties expressly set out in this Agreement.

(b) The City has requested UWM to assist the City by operating the Center according to the terms of this Agreement. The City recognizes and acknowledges that UWM is a nonprofit organization. UWM recognizes that the City is a municipal corporation and is required by law to comply with constitutional guidelines concerning the separation of church and state matters, including the First Amendment's prohibition against establishing religion. Accordingly, in operating the Center, UWM and its subcontractors will comply with all applicable laws regarding the separation of church and state and the establishment of religion.

(c) The City acknowledges that UWM may not have the staffing or infrastructure necessary for providing all of the services set forth in Appendix A. The City accordingly consents to UWM's subcontracting of any of those services to other providers approved by the City.

2. Term. The term of this Agreement will commence on the Effective Date, and will end on June 30, 2020 (the "Term").

3. Understandings of UWM and the City. In entering into this Agreement, agreeing to the funding limit established by City council for the performance of such duties, and agreeing to the scope of services set out in Appendix A, UWM has made and relied upon the following understandings:

(a) The number of persons staying at the Center will not exceed two hundred forty (240) per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the Center.

(b) The Center will be operated from November 1, 2019 through March 31, 2020 from 5:45 p.m. until 7:15 a.m. only on those days when the Center Leader determines that weather conditions indicate the Center should be opened to guests for the night, as required by the standards set forth in **Appendix A**. Any extension of the Center's operations beyond March 31, 2020 must be mutually agreed to in writing by the City Manager, as authorized by City Council, and the CEO of UWM. Any costs attributable to the operation of the Center after March 31, 2020 are not included in the Contract Fee.

4. Payment to UWM.

(a) On the Effective Date, the City shall provide advanced funding for the operations of the Center during the months of November, based upon the Center Budget. Thereafter, the City shall fund the operations of the Center on a monthly basis by a payment made thirty (30) days in advance of the beginning of the operational month, based upon the Center Budget. UWM shall submit a monthly reconciliation of costs to the City no later than twenty (20) days after the end of each month of the Term, and subsequent advances from the City shall be adjusted accordingly. In the event that UWM projects that the Contract Fee will be insufficient to cover the costs of operating the Center through March 31, 2020, UWM will immediately notify the City of such projected shortfall. After the Center has operated for sixty-five (65) days, UWM and the City shall assess the budget and operations of the center to evaluate funding levels for the remainder of the Center operations period.

(b) The services and facilities to be provided by the City will be provided at the sole expense of the City and shall be in addition to any amounts paid to UWM by the City pursuant this Agreement.

5. Confidentiality. All of the reports, information, data, records or documents of any kind containing medical or health care-related information about Center residents, prepared or assembled by UWM (or any subcontractor) under this Agreement shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA). UWM and any subcontractors will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement. In the event that UWM or its subcontractors providing services to the Center receive media and/or public inquiries regarding the Center or operations under this Agreement, UWM shall immediately notify the City and shall coordinate any response to such inquiries with the City.

6. Amendments. The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (i) in the case of the City, by the City Manager, as authorized by City Council or (ii) in the case of UWM, by UWM's CEO or the executive committee of UWM's board of directors.

7. Assignment. Although UWM may subcontract certain services to other contractors, UWM may not assign the entire Agreement without the prior written consent of the City.

8. Termination of Agreement.

(a) Termination by the City. The City may terminate this Agreement in the event of (i) the failure by the City Council to appropriate funds in its budget to pay UWM for operation of the Center; or (ii) the failure by UWM to perform any of its obligations required by this

Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by the City.

(b) Termination by UWM. UWM may terminate this Agreement in the event of (i) the failure by the City to timely pay any portion of the Contract Fee, Excess Costs, or Additional Opening Costs; or (ii) the failure by the City to perform any other obligations required by this Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by UWM.

(c) Termination by Either Party. Either party has the right to terminate this Agreement, with or without cause, at any time, upon fifteen (15) calendar days' prior written notice to the other party.

In the event this Agreement is terminated for any reason prior to the end of the Term, UWM shall be entitled to actual costs incurred in the operation of the Center through the date of termination, plus the costs of any prepaid expenses related to operation of the Center.

9. Interest of UWM. UWM covenants that UWM presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

10. Equal Employment Opportunity and Nondiscrimination in Services. In carrying out its obligations under this Agreement, UWM will not discriminate against any guest or prospective guest of the Center because of race, creed, color, religion, ancestry, sex, national origin, sexual orientation, disability or other handicap, age, or marital status. UWM will post in conspicuous places, available to employees and applicants for employment, any notices required to be provided by the federal or state government setting forth the provisions related to nondiscrimination. UWM will state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. UWM will incorporate these requirements into all subcontracts for work in fulfillment of this Agreement.

11. Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

12. Compliance with Laws. In performing its obligations hereunder, UWM and its subcontractors will comply with all applicable federal, state and local laws and ordinances.

13. Personnel. UWM has secured, or will secure, directly or indirectly, all trained and qualified personnel needed for performance of the services required of UWM under this Agreement.

14. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on UWM's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

15. Representations by UWM. UWM makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) UWM is a nonprofit corporation duly formed under the laws of the State of South Carolina and exempt from tax as an entity described in Section 501(c)(3) of the Internal Revenue Code, with full legal right, power, authority, adequate funding and financial ability to enter into and perform its obligations under this Agreement.

(b) UWM has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by UWM.

16. Third Party Beneficiary. Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

17. Giving of Notice. All notices and other communications required or permitted under this Agreement shall be deemed given and received if delivered in person, by overnight delivery service, or by first-class United States mail, postage prepaid and certified. Any notice shall be delivered to the parties as follows:

The City:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:
City Attorney
City of Columbia
P.O. Box 667
Columbia, SC 29202

And to:
Community Development
UWM Contract Administrator
City of Columbia
1225 Lady Street, Ste. 102
Columbia, SC 29201

UWM:
United Way of the Midlands
1818 Blanding Street
Columbia, SC 29201
Attn: CEO

The City and UWM, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

18. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

19. Status of UWM. UWM and its subcontractors will perform its/their duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by UWM or any subcontractor of any function, duty or responsibility as an agent of the City will not in any manner affect the status of UWM or subcontractor as an independent contractor under this Agreement.

20. No Partnership. Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and UWM, including any subcontractors, successors or assigns of UWM.

21. Approvals of City. Any approvals required from the City will be deemed given if provided by the City Manager or her designated representative.

22. Insurance. UWM shall procure and shall maintain during the Term, whether such operation be by itself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect UWM or the subcontractor, as the case may be, from any claims or damages including bodily injury or death, which may arise from them during operations under this Agreement.

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

- Workers Compensation Insurance - UWM shall procure and shall maintain during the Term, Workers Compensation Insurance for all employees to be engaged in work at the Center under this Agreement, and in case any work is sublet, UWM shall require the subcontractor to similarly provide Worker Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by UWM's Worker Compensation Insurance. UWM shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.
- Liability Insurance - UWM shall procure and maintain during the Term insurance against claims for any injuries to persons or damages to property that may arise from or in connection with the performance of the work by UWM, its agents, or representatives, employees or subcontractors. The City shall be named as additional insured on all liability insurance policies carried by UWM. A copy of the policy shall be submitted to the City prior to opening the Center.
 - Commercial General Liability Insurance - Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage, naming the City as an additional insured.
 - Automobile Liability Insurance - \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

- Abuse and Molestation Insurance - Coverage either through a separate policy on included with the Commercial General Liability policy, in an amount of coverage not less than \$1,000,000.00.
- Professional Liability Insurance - If UWM will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

23. Force Majeure. Notwithstanding any provision to the contrary, neither party will be deemed to be in default for failing to perform any of its duties hereunder, if such failure is the result of any labor dispute, act of God, natural disaster, act of terrorism, armed conflict, inability to obtain labor or materials, governmental restrictions or any other event that is beyond the party's reasonable control. The party shall not be liable for any injury or damage suffered by the other party as a result of such failure or interruption. Each party shall in good faith continue providing services after a failure or interruption as soon as possible or renegotiate the terms of this Agreement.

24. Entire Agreement. This Agreement is the entire agreement among the parties with respect to the matters contemplated hereby and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature.

26. Final Acceptance of Terms. This agreement is subject to and contingent upon final approval by City Council.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

Title: City Manager

Date: _____

UNITED WAY OF THE MIDLANDS

BY: _____

Sara Fawcett

Chief Executive Officer

Title: _____

Date: _____

APPROVED AS TO FORM

City of Columbia, SC

APPENDIX A

Overall Budget Request

Vendor	Requested funding for maximum of 80 days of operations	Notes
Midlands Housing Alliance (Transitions)	\$234,880.89	To provide staff and services at IWC in season and outreach 12 months/year. Budget slightly increased due to increased fringe costs, modest staff salary increases, and the addition of two (two hour) staff trainings on de-escalation techniques and trauma informed care.
Salvation Army	\$43,057.85	To provide a hot dinner meal and light breakfast at IWC. Budget slightly increased to accommodate increased meal head count during severe cold weather nights in current season. See detailed budget attached.
Transportation (The COMET)	\$25,000.00	Transportation to and from the IWC including transportation for people with disabilities.
Security	\$46,421.58	For security at the IWC. See attached for rates. Rates increased by vendor. Service levels remained the same. See detailed budget attached.
Contingency for opening/expanding sheltering out of season	\$3,500.00	Budgeting for up to five nights of expanded operations out of season due to severe weather (ex - hurricanes) or if 80 budgeted days is exceeded. Note - does not include transportation or security.
United Way of the Midlands	\$0.00	Oversight, vendor management, and reporting.
Total	\$352,860.32	

APPENDIX A

Vendor Budget – Midlands Housing Alliance (Transitions)

	BASE	FRINGES	TOTAL	
SHIFT 1 (5:00 PM- 12:30 AM)				
EMERGENCY SHELTER LEADER	\$ 46,000.00	\$ 10,120.00	\$ 56,120.00	(40 HRS, SALARIED - 12 MONTHS COST)
ASSISTANT MANAGER	\$ 36,000.00	\$ 6,480.00	\$ 42,480.00	(40 HRS, SALARIED 12 MONTHS COST)
HOUSE MANAGER	\$ 7,800.00	\$ 729.30	\$ 8,529.30	(PTE @ \$13.00 PH x 9.35% FRINGE X 80 DAYS)
HOUSE ASSISTANT	\$ 6,900.00	\$ 645.15	\$ 7,545.15	(PTE @ \$11.50 PH x 9.35%FRINGE X 80 DAYS)
HOUSE ASSISTANT	\$ 6,900.00	\$ 645.15	\$ 7,545.15	(PTE @ \$11.50 PH x 9.35%FRINGE X 80 DAYS)
SHIFT 2 (12:15 AM - 7:45 AM)				
HOUSE MANAGER	\$ 7,800.00	\$ 729.30	\$ 8,529.30	(PTE @ \$13.00 PH x 9.35% FRINGE X 80 DAYS)
HOUSE ASSISTANT	\$ 6,900.00	\$ 645.15	\$ 7,545.15	(PTE @ \$11.50 PH x 9.35%FRINGE X 80 DAYS)
OUTREACH (IWC NOT OPEN)				
OUTREACH STAFF	\$ 460.00	\$ 43.01	\$ 503.01	PTE @ \$11.50 ph X 9.35% FRINGE x 2 HRS X20 DAYS)
TRAINING FOR STAFF	\$ 552.00	\$ 58.79	\$ 610.79	12 STAFF TRNG X2x2 hrs each
OUTREACH STAFF	\$ 460.00	\$ 43.01	\$ 503.01	PTE @ \$11.5 ph X 9.35% FRINGE x 2 HRS X 20 DAYS)
HOUSEKEEPING/JANITORIAL	\$ 6,930.00	\$ 647.96	\$ 7,577.96	(PTE @ \$11.00 PH X 9.35 X 85 DAYS)
ADDITIONAL STAFF SUPPORT	\$ 11,000.00		\$ 11,000.00	OPERATIONS/PROGRAM VP'S
HOLIDAY PAY	\$ 1,500.00		\$ 1,500.00	TIME 1/2 FOR THANKSGIVING/CHRISTMAS DAY
LOT CLEAN-UP	\$ 850.00		\$ 850.00	
TOTAL SALARIES/FRINGES			\$ 160,838.81	
STAFF SUPERVISION COST	\$ 37,234.14	\$ 6,771.36	\$ 43,734.85	SEE ATTACHED SHEET
HR EXPENSES			\$ 2,800.00	ADMINISTRATIVE/HR EXPENSES
WORKMEN'S COMP INSUR.			\$ 4,262.23	SALARIES DIV. BY 100 X 2.65 (EST. RATE)
TOTAL OVERHEAD			\$ 50,797.08	
TOTAL ESTIMATE STAFF/SUPPOR			\$ 211,635.89	
TOTAL ESTIMATE SUPPLIES			\$ 11,585.00	
LAUNDRY SERVICE			\$ 10,060.00	Average 400 loads for 80 days
GRAND TOTAL ESTIMATE			\$ 234,880.89	

November 1, 2019 through March 31, 2020

Staff Supervision

	HOURS	PAY RATE	WEEKS	SALARY	BENEFITS	TOTAL
TRANSITIONS CEO	16	\$ 45.45	21	\$ 15,271.20	\$ 2,672.46	\$ 17,943.66
VP OPERATIONS	16	\$ 30.29	21	\$ 10,177.44	\$ 2,035.49	\$ 12,212.93
VP PROGRAM	8	\$ 29.33	21	\$ 4,927.44	\$ 985.49	\$ 5,912.93
ACCOUNTANT	2	\$ 30.00	16	\$ 960.00	\$ 102.24	\$ 1,062.24
VOLUNTEER COORDINATOR	6	\$ 17.31	21	\$ 2,181.06	\$ 232.28	\$ 2,413.34
OUTREACH/DAY CENTER	3	\$ 14.42	21	\$ 908.46	\$ 181.69	\$ 1,090.15
OUTREACH/CMGR	4	\$ 17.31	21	\$ 1,454.04	\$ 290.81	\$ 1,744.85
TRANSPORTATION/DRIVER	2	\$ 11.50	21	\$ 483.00	\$ 96.60	\$ 579.60
RECEPTION/OUTREACH	2	\$ 15.38	21	\$ 645.96	\$ 129.19	\$ 775.15
						\$ 43,734.85

Vendor Budget – Salvation Army of the Midlands

BUDGET LINE ITEM	Budget 2019-2020
Staff	6,320.62
Paper Products	2,102.75
Food	28,874.48
Transportation	5,760.00
Total	43,057.85

Vendor Budget – G4S Security

1, unarmed guard in place when the shelter opens at 5:45 p.m. through 7:30 a.m. = 13.75 hours/night

1, unarmed guard in place when shelter opens at 5:45 p.m. through 11:45 p.m. = 6 hours/night

19.75 hours @\$28.84 for 77 nights = \$43,858.43

19.75 hours @ \$43.26 for 3 potential holidays =\$2,563.15

Total for 80 days between November 6th and March 31st = \$46,421.58

UWM Budget Request FY 2019-20 – Inclement Weather Center

United Way of the Midlands (UWM) requests renewal of the contract for the Inclement Weather Center.

Direct Services and Coordination

Inclement Weather Center

The Inclement Weather Center (IWC) is a cold weather shelter for homeless adults when temperatures are 40 degrees and below or during specified weather conditions near 40 degrees when there is high precipitation and designated holidays. Its recommended to continue with current vendors (Transitions and Salvation Army) for day-to-day operations with private security; however, we recommend moving the transportation contract services to The COMET for cost savings and added benefits of pick-up site security and an indoor location for guest to wait to pick-up and better control of overflow into Laurel Street.

Outreach and Outreach Coordination

Recommendation to continue support of outreach funded with Transitions year-round staff when the IWC is not open with emphasis on engaging and coordinating care for those hard to serve or resistant to accepting services. Also, we recommend continued coordination of community street outreach via the UWM Homeless Services Coordinator, including responding to referrals from CPD, City leadership, and community members.

Budget

2019 Homeless Services Budget

City Funds Requested

Inclement Weather Center (subcontracts)

Midlands Housing Alliance (Transitions)	\$	234,880.89
Salvation Army	\$	43,057.85
Security (private vendor)	\$	46,421.58
Transportation (The COMET)	\$	25,000.00
Contingency for expanded shelter out of season	\$	3,500.00

Subtotal	\$	352,860.32
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NOTE Reductions in Transportation from \$40,000 in FY 2018-19 to \$25,000 with vendor change.



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-066 Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2019-2020

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1018410-638305

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** R-2019-066 MHA Transitions 2025 Main (PDF)

RESOLUTION NO.: R-2019-066

Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2019-2020

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 (\$325,000.00) Dollars, Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars of which to be used exclusively for security services, equipment, criminal background and outstanding warrant checks on all clients and Seventy-five Thousand and No/100 (\$75,000.00) Dollars to be used as general operating funds to cover expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year 2019-2020. (*Funding source: 1018410*)

Requested by:

City Manager _____

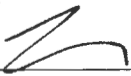
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
) **AGREEMENT BETWEEN THE CITY OF COLUMBIA**
) **AND THE MIDLANDS HOUSING ALLIANCE, INC.**
 COUNTY OF RICHLAND) **(2025 Main Street, Columbia, SC)**

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

The City agrees to provide financial assistance to the Midland Housing Alliance (hereinafter "MHA") up to the amount of Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars for the City's fiscal year 2019-2020 in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina (the "facility"), subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for MHA to receive such funding:

The term of this Agreement will commence on July 1, 2018, and will end on June 30, 2020.

a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.

b) Two Hundred Fifty Thousand and No/100 (\$250,000) City funds shall be used by MHA exclusively for security services, equipment, and criminal background and outstanding warrant checks on all clients. Seventy Five Thousand and No/100 (\$75,000) will be used as general operating funds to cover expenses as determined by MHA; and,

c) MHA and the Columbia Police Department leadership shall hold regularly scheduled meetings with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and homelessness concerns. Copies of meeting minutes, meeting agenda or meeting notice should be submitted along with payment reimbursement request and,

d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,

e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,

f) MHA will provide to the City MHA's FY19-20 budget with designated fund sources prior to City funding being released to MHA; and,

g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will not accept registered sex offenders at its facility for beds and will make registration records from the facility available on an on-going basis to community safety officers looking for certain individuals; and,

- i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:
 - a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.
 - b. Reports in regard to how Transitions is addressing the Six (6) Homeless Response Goals as adopted by City Council:
 - ☐ Coordinate the response to poverty with other agencies
 - ☐ Bring humanity to the response to poverty
 - ☐ Leverage the power of the community in responding to poverty
 - ☐ Institutionalize accountability for providers
 - ☐ Meet the unique needs of the individual in need
 - ☐ Address downtown impacts

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments as reimbursement for the expense of security criminal background, outstanding warrant checks, and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property

by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Chief Executive Officer
The Midlands Housing Alliance, Inc.

Columbia, SC _____

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: _____

Teresa Wilson,

Its: City Manager

Date: _____

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: _____

Craig J. Currey

Its: Chief Executive Officer

Date: _____



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-063 Authorizing the City Manager to execute a License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** R-2019-063 Dominion License Agreement-Bullstreet Substation (PDF)

RESOLUTION NO.: R-2019-063

Authorizing the City Manager to execute a License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC, or on a form to be approved by the City Attorney, for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site.

Requested by:

Assistant City Manager Gentry

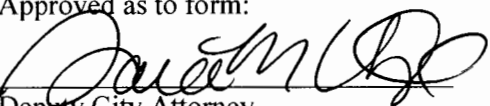
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA**LICENSE AGREEMENT****COUNTY OF RICHLAND****Date:** _____**License No.:** _____**1.0 INTRODUCTION**

- 1.1 Company: Dominion Energy South Carolina, Inc.** a South Carolina Corporation, hereinafter referred to as “**Company**” or “**Dominion Energy**”). This License Agreement will be administered by the Electric Transmission Department and the Gas Department of Dominion Energy at the following addresses:

Dominion Energy Electric Transmission Department

Contact Person:

Address:

Phone Number for Emergency Access:

Email Address:

Dominion Energy Gas Department

Contact Person:

Address:

Phone Number for Emergency Access:

Email Address:

- 1.2 Licensee: City of Columbia, South Carolina**, hereinafter referred to as “**Licensee**.”

1136 Washington Street

Columbia, SC 29201

(803) 545-3231

ATTN: Gail Nash

Phone Number for Emergencies:

- 1.3 BSD: BullStreet Development, LLC**, hereinafter referred to as “**BSD**.”

BULLSTREET DEVELOPMENT, LLC:

Mailing Address:

BullStreet Development, LLC

Attn: Robert E. Hughes, Jr.

P.O. Box 2567

Greenville, South Carolina 29601

Delivery Address:
 BullStreet Development, LLC
 Robert E. Hughes, Jr.
 1 North Main Street, Suite 902
 Greenville, South Carolina 29601
 Telephone: (864) 233-2580

- 1.4 DMH.** The South Carolina Department of Mental Health hereinafter referred to as “**DMH.**” DMH is not a party to this License Agreement.

South Carolina Department of Mental Health
 Office of General Counsel
 Attn: L. Kimble Carter, Attorney
 2414 Bull Street, Suite 403
 P. O. Box 485
 Columbia, South Carolina 29202
 Direct Phone: (803) 898-8314
 OGC Phone (803) 898-8557

- 1.5 PARAMOUNT: PARAMOUNT LOCATIONS, LLC,** hereinafter referred to as “**Paramount.**”

Paramount Locations, LLC

Mailing Address:
 Paramount Locations, LLC
 Attn: Robert E. Hughes, Jr.
 P.O. Box 2567
 Greenville, South Carolina 29601

Delivery Address:
 Paramount Locations, LLC
 Robert E. Hughes, Jr.
 1 North Main Street, Suite 902
 Greenville, South Carolina 29601
 Telephone: (864) 233-2580

2.0 PURPOSE

- 2.1** DMH, as successor to South Carolina Mental Health Commission, entered into a sales agreement with Hughes Development Corporation on December 16, 2010, as amended (the “**DMH Purchase Agreement**”), to sell or otherwise convey the Bull Street Property, as defined herein, to Hughes Development Corporation for the development of a tract of land approximately 183.79 acres, more or less, and more fully described as the South Carolina

Department of Mental Health Bull Street Campus as shown on a plat prepared for South Carolina Department of Mental Health dated December 2, 2008, by Cox and Dinkins Engineers and Surveyors and containing three parcels: a Portion of 11501-01-01 containing 181.14 acres, a Parcel “X” containing 2.59 acres, and a Parcel “Y” containing 0.06 acres; such property to be conveyed collectively referred to herein as (the “**Bull Street Property**”).

- 2.2** Hughes Development Corporation assigned the right to purchase the Bull Street Property to BSD by that certain Assignment and Assumption of Sale and Purchase Agreement dated June 16, 2014.

2.2.1 BSD and the City of Columbia entered into the Bull Street Development Agreement on July 31, 2013 (the “**BSDA**”) which serves to provide the details as to the development agreement that exists between BSD and the Licensee, and identifies each parties’ roles and responsibilities as it relates to the development of the 181 acres of Bull Street Property incorporated into the master development of the Bull Street Property.

- 2.3** BSD and Dominion Energy have entered into that certain Master Development and Utility Agreement with an Effective Date of November 14, 2017 (the “**MDA**”) which requires upon the satisfaction of certain conditions precedent, among other things, as follows: (i) BSD, or DMH at the direction of BSD, and now Paramount by virtue of its ownership of certain portions of the Bull Street Property, conveying certain easements and rights-of-way over certain real property in or adjacent to the Bull Street Property (collectively the “**Dominion Energy Easements**”); (ii) BSD improving and conveying certain real property located in the Bull Street Property to Dominion Energy for the construction of a new substation (the “**New Substation Site**”); and (iii) BSD relocating certain existing underground utility improvements currently owned and in use by Licensee to new locations on the Bull Street Property to accommodate the Dominion Energy Easements and the New Substation Site (all requirements being collectively referred to as (the “**New Substation Transaction**”) in the MDA.)

2.3.1 Nothing in this License Agreement alters the responsibilities of the Company nor the Licensee’s rights as they pertain to work within the City’s rights of way or as to parcels located on or outside the Bull Street Property not subject to this License Agreement.

- 2.4** BSD is a party to this License Agreement to ensure its enforceability since it continues to own that real property upon which the New Substation Site and a portion of the Dominion

Energy Easements are located. Notwithstanding, BSD shall have no obligation or right to enforce the terms and conditions of this License Agreement, and such right is vested entirely in Dominion Energy. Until the New Substation Site and the Dominion Energy Easements are conveyed to Dominion Energy, BSD agrees that Dominion Energy shall have every right and power that BSD may have by virtue of its ownership of portions of the New Substation Site to enforce the terms and conditions of this License Agreement. BSD assumes no liabilities or obligations of Dominion Energy by being a party to this License Agreement.

Paramount is a party to this License Agreement to ensure its enforceability since it continues to own that real property upon which certain of the Dominion Energy Easements are located. Notwithstanding, Paramount shall have no obligation or right to enforce the terms and conditions of this License Agreement, and such right is vested entirely in Dominion Energy. Until the New Substation Site and all Dominion Energy Easements are conveyed to Dominion Energy, Paramount agrees that Dominion Energy shall have every right and power that Paramount may have by virtue of its ownership of portions of the Dominion Energy Easements to enforce the terms and conditions of this License Agreement. Paramount assumes no liabilities or obligations of Dominion Energy by being a party to this License Agreement.

- 2.5** Licensee acknowledges that pursuant to the New Substation Transaction the following: (i) the Company currently already owns certain valid and enforceable Dominion Energy Easements located on or adjacent to the Bull Street Property that have been granted to Dominion Energy by BSD, DMH and third parties as identified in Sections 2.5.1 – 2.5.6 herein; that BSD is contractually obligated to convey the New Substation Site to Dominion Energy; and that BSD and Paramount are contractually obligated to convey additional Dominion Energy Easements to Dominion Energy as identified in Sections 2.5.7 – 2.5.11 herein.

Licensee further acknowledges that pursuant to **Section 2.5.2** of the MDA titled “Preservation of Rights for Dominion Energy”, BSD, DMH, and now Paramount are not allowed to convey or transfer any interest, or otherwise encumber, any portion of the real property within the Bull Street Property upon which the New Substation Site is to be located, or any of the Dominion Energy Easements locations without preserving Dominion Energy’s

easement rights on such real property through the recordation of an easement in the form(s) attached the MDA, or an equal reservation of such rights set forth in such easement forms in the applicable conveyance document; (ii) that pursuant to **Section 2.14** of the MDA titled “Use of Transmission Easements”, the New Electric Transmission Easements and Remaining Expanded Transmission Easements may generally be used by BSD subject and pursuant to the guidelines set forth in **Exhibit N** titled “Electric Transmission Right-of-Way Guidelines” to the MDA, which require that any other use in an Dominion Energy Transmission Easement be approved by Dominion Energy’s License process, and that the Transmission Easements may not be encumbered in any way but by a License Agreement approved by Dominion Energy; (iii) that pursuant to **Section 12.2(c)** of the MDA, BSD, and now Paramount, will not after the Effective Date of the MDA or prior to the closing on New Substation Site Transaction and the conveyances to Dominion Energy contemplated therein, convey any interest in and to any portion of the Bull Street Property that would prohibit or otherwise encumber the contemplated transfer of the New Substation Site and the Dominion Energy Easements to Dominion Energy, or in any way limit, prohibit, or otherwise restrict Dominion Energy’s intended uses of the New Substation Site and the Dominion Energy Easements; and (iv) that pursuant to **Exhibit B-1, Section 3.1.** of the MDA, unencumbered right-of-way and access shall be provided to Dominion Energy for the transmission line(s) entering the New Substation Site, and that once the transmission line(s) have been installed, filling shall not raise the area under the transmission line(s), minimum ground clearances must be maintained, Dominion Energy must approve any use of the transmission line(s) right-of-way prior to such use, and that construction cranes or other tall equipment shall be restricted from operating within twenty (20’) feet of the transmission line(s).

Licensee further acknowledges that the terms of the MDA require that BSD, DMH, and third parties have granted to Company, and Company has recorded (unless noted otherwise) the following Dominion Energy Easements as part of the New Substation Transaction:

2.5.1 Dominion Energy Existing Transmission Easements (Subject to Future Release) granted to Dominion Energy by DMH dated December 21, 2017;

2.5.2 Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH dated December 21, 2017;

2.5.3 Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by Tellus Delaware, LLC and Bull Street Medical, LLC dated December 21, 2017;

2.5.4 Dominion Energy Remaining Expanded Transmission Easement granted to Dominion Energy by The University of South Carolina Development Foundation to Dominion Energy dated August 27, 2018;

2.5.5 Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018; and

2.5.6 Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted by Dominion Energy by Downtown Church, Inc. on August 22, 2018 (not recorded). The Company, BSD, and Paramount have negotiated the form and locations of additional Dominion Energy Easements, which will be executed and delivered to the Company for recording at the closing of the New Substation Transaction, and these Dominion Energy Easements includes the following:

2.5.7 Dominion Energy Access Easement and Right of Way Agreement to be granted to Dominion Energy by Paramount;

2.5.8 Dominion Energy Relocated Gas Line Easement to be granted to Dominion Energy by BSD;

2.5.9 Dominion Energy Gas Line Easement to be granted to Dominion Energy by Paramount;

2.5.10 Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount; and

2.5.11 Dominion Energy New Electric Transmission Easement to be granted to Dominion Energy by Paramount.

2.6 BSD was required by the terms of the MDA to relocate certain existing underground utilities owned and operated by the Licensee to permit the construction of the New Substation. BSD has relocated the necessary Licensee utilities; however, certain of the relocated and existing Licensee underground utilities are located within and conflict with the Dominion Energy Easements. The Licensee has requested licenses for certain activities upon a portion of the Bull Street Property encumbered by the Dominion Energy Easements as described in Section 3.0 herein. The areas over which Licensee is granted the licenses shall be referred to as the

“License Areas.” The locations of License Areas are as shown on the site plan attached hereto and incorporated herein as **Exhibit A** prepared for Bull Street Development, LLC by Davis & Floyd. Licensee’s relocated utilities and improvements shall be located as demonstrated on **Exhibit A**.

3.0 DESCRIPTION OF USE OF LICENSE AREAS

- 3.1** Subject to the terms and conditions set forth herein, and in recognition of Licensee’s ownership of parcels and rights of way on and over the Bull Street Property, including future rights for additional rights of way, Dominion Energy grants to Licensee the licenses as described in this License Agreement over the License Areas described herein for the purposes set forth herein, and as shown on the Exhibits referenced herein. Any attached drawings depicting the Dominion Energy Easements or New Substation Site are for illustrative purposes only for this License Agreement and may not be relied upon for the exact location or description of the Dominion Energy Easements or New Substation Site. Upon the installation of the improvements in the License Areas by Licensee, BSD, or Paramount at their cost, will provide Company with “as-built” drawings verifying compliance with this License Agreement.
- 3.1.1. 15” PVC for Sanitary Sewer Line.** (Running parallel to Calhoun Street). The Licensee is granted a license for the installation, replacement and use of that certain 15” PVC, or other suitable material, for a Sanitary Sewer Line which encroaches into the following Dominion Energy Easements:
- (i) Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit B** attached hereto;
 - (ii) Dominion Energy Access Easement and Right of Way to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto; and
 - (iii) Dominion Energy Gas Line Easement Agreement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto.
- 3.1.2. 60” RCP for Storm Drain Line.** (Running from the North to approximately the northern corner of the New Substation Site, turning and running along the northern border of the New Substation Site, turning and running along the western border of the New Substation Site,

then turning and running along the southwest border of the New Substation Site). Licensee is granted a license for the installation, replacement and use of that 60" RCP, or other suitable material, for a Storm Drain Line which encroaches into the following Dominion Energy Easements:

- (i) Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit B** attached hereto;
- (ii) Dominion Energy New Distribution Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit C** attached hereto;
- (iii) Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit D** attached hereto;
- (iv) Dominion Energy Existing Transmission Easements (Subject to Future Release) granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit E** attached hereto;
- (v) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018, as shown on **Exhibit F** attached hereto;
- (vi) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted by Dominion Energy by Downtown Church, Inc. on August 22, 2018, as shown on **Exhibit G** attached hereto;
- (vii) Dominion Energy Access Easement and Right of Way Agreement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto; and
- (viii) Dominion Energy Gas Line Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto.

3.1.3. 16" DIP for Sanitary Sewer Line. (Running North to South along the eastern property line of the New Substation Site). The Company will be granted co-exclusive perpetual easement by BSD for Company's Relocated Gas Line Easement over a portion of the property where the 16" DIP sanitary sewer line will be located. BSD shall grant to Dominion Energy the Relocated Gas Line Easement in that location shown on **Exhibit A** attached hereto. BSD shall also grant to the Licensee a co-exclusive perpetual easement variable in width over a portion of the Bull Street Property for the installation of a portion but not all of the 16"

DIP sanitary sewer line (the “**Sanitary Sewer Easement**”). The Sanitary Sewer Easement shall include that portion of the Bull Street Property which includes the Relocated Gas Line Easement to be granted to the Company. The Licensee agrees that it will not install any improvements or utilities within the Relocated Gas Line Easement. Likewise, the Company agrees that it shall not install any improvements or utilities in that portion of the Bull Street Property encumbered by the Sanitary Sewer Easement located outside of the Relocated Gas Line Easement. For purposes of clarity, the Sanitary Sewer Easement shall not include any portion of the Bull Street Property already encumbered by the Dominion Energy Easements. The location of the Sanitary Sewer Easement is shown on **Exhibit A** attached hereto.

For that portion of the 16” DIP sanitary sewer line which is not included in the Sanitary Sewer Easement and which crosses the Dominion Energy Easements, the Licensee is granted a license for the installation, replacement and use of that 16” DIP, or other suitable material, for a Sanitary Sewer Line which encroaches into the following Dominion Energy Easements:

- (i) Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit D** attached hereto; and
- (ii) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018, as shown on **Exhibit F** attached hereto.

To the extent the Licensee replaces the improvements or changes the types of materials to be used for those improvements permitted in Sections 3.1.1, 3.1.2 and 3.1.3, or any other improvements permitted by this License Agreement, Licensee shall first submit the plans for any such replacements or change in materials to Company for review and approval. The purpose for the approval is to ensure that the replacements or the change in materials will not cause Company to be in violation of any applicable regulation or code provision, create a potential for negative impact on the utilities and improvements of Company, or that the change in materials will not be of a conductive nature that might present a safety issue.

In addition to any other notice requirements set forth in this License Agreement, prior to any disruption, digging or removal of the soils for any purpose, or for the purpose of accessing the buried sanitary sewer line in that part of the 16” DIP Sanitary Sewer Line adjacent to the New Substation Site to be constructed by Company and running parallel to the right of way

of Calhoun Street, Licensee shall provide Company prior written notice such that Company may review and approve the construction plans and construction methods to ensure the safety and non-disturbance of the foundation of the new transmission pole to be constructed by Company in the southeastern corner of the New Substation Site

3.1.4 In addition to the additional terms and conditions as set forth in this License Agreement, the Company grants these licenses subject to the following conditions:

- (i) Subject to the rights of the Licensee granted in this License Agreement, and the limitations set forth herein, the rights of Company under the MDA referenced in Sections 2.3, 2.5 and 2.6 herein, and the rights of Company in and to the Dominion Energy Easements and the New Substation Site shall all have priority over the licenses granted to the Licensee by Company for any of the above-referenced improvements.
- (ii) Dominion Energy shall not be required to remove or relocate any of its improvements located now or in the future in the Dominion Energy Easements on the Bull Street Property or the New Substation Site;
- (iii) Dominion Energy shall have the right to make changes, alterations and to add additional facilities in the Dominion Energy Easements and New Substation Site in the future;
- (iv) the parties agree to work together to schedule any required construction or other activities in the Dominion Energy Easements or New Substation Site to ensure the continued operations of each party's facilities without interruption or damage; and
- (v) Dominion Energy by entering into this License Agreement for the benefit of Licensee does not waive and reserves all rights granted to it by BSD under the terms of the MDA and the exhibits attached thereto, a copy of which has been provided to Licensee.
- (vi) the parties agree to work together to establish a protocol to obtain access to the Licensee utilities in the event of an emergency that requires immediate response. Notwithstanding, the Licensee shall not have access to the New Substation Site or the Gas Regulating Station. Emergency access can be arranged by calling the numbers set forth in Sections 1.1 and 1.2 herein.

4.0 SPECIAL CONDITIONS:

- 4.1** The Effective Date of this License Agreement is the last signature date hereon.
- 4.2** The Licensee will give a copy of the License Agreement to the person or persons performing any work on its behalf in the Dominion Energy Easements. The supervisor or person in charge, designated by the Licensee, shall be responsible for assuring that all persons performing the work are knowledgeable concerning the conditions of this License Agreement before beginning the work.
- 4.3** The Licensee or its representative will notify and obtain approval from the Company immediately upon discovery and before any necessary deviation(s) from the License Agreement and upon completion of the project for inspection of the Dominion Energy Easements.
- 4.4.** Work will be performed during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) except for emergency repair work after notice by calling the number for emergencies set forth in Sections 1.1 and 1.2 herein, or unless otherwise agreed upon to minimize inconveniences to the public or impacted businesses/stakeholders.

5.0 GENERAL CONDITIONS

- 5.1** The Company will not be responsible for any personal injury or property damage incurred by the Licensee, or Licensee's improvements in the License Areas, including but not limited to when maintaining, operating, or altering existing facilities of the Company or constructing new facilities of Company in the Dominion Energy Easements, except such as may be caused by the gross negligence of the Company or its employees or contractors.
- 5.2** The Company grants the Licensee permission to utilize the Dominion Energy Easements only at the locations specified for the installation, maintenance, and operation of any improvements in the License Areas permitted by this License Agreement.
- 5.3** No buildings, structures, or obstructions will be installed in the Dominion Energy Easements except as specifically provided by this License Agreement.
- 5.4** No stockpiling of materials in the Dominion Energy Easements will be allowed.
- 5.5** No blasting will be permitted in the Dominion Energy Easements.
- 5.6** Only mobile equipment which is of a transitory and operative nature (no mobile homes/offices/trailers/etc.) will be permitted to park in the Dominion Energy Easements.

5.7. Manholes, valves, meters, and fireplugs, will not be installed in the Dominion Energy Easements, except as specifically permitted by this License Agreement.

5.8 Signs, street lights, trees, fences, pedestals, etc., will not be installed in the Dominion Energy Easements, except as specifically permitted by this License Agreement. Streets, roads, driveways shall not be permitted in the Dominion Energy Easements unless specifically agreed to by Company. The location of any sewer lines, water lines, or any other underground facilities of Licensee in the Dominion Energy Easements must be located in those locations shown on the Exhibits to this License Agreement.

5.9 Intentionally Omitted

5.10 No soil is to be permanently added to or removed from the Dominion Energy Easements, except for the installation of the permitted improvements in the License Areas. Any soil deposited on the right-of-way will be leveled or removed by the Licensee, and the Dominion Energy Easements will be left in its original or better condition with original contours restored unless otherwise approved by the Company.

5.11 To the extent Licensee intends to disturb any soil or the surface within any of the Dominion Energy Easements, or in close proximity to the boundary of the New Substation Site, and such disturbance shall be in close proximity to the utilities, structures or facilities of Company, if reasonably determined to be necessary by the Company, the Licensee shall cause to be install barriers around any Company utilities, structures or facilities for safety purposes and to prevent any damage to such utilities, structures or facilities.

5.12 Company may assign, in its sole discretion, its rights and obligations under this License Agreement. Licensee may assign its rights and obligations under this License Agreement with the written consent of Company which will not be unreasonably withheld.

5.13 Any document evidencing such assignment or sale of any of Licensee's interests subject to this License Agreement shall contain the following language:

“This (Assignment/Sale) is made subject to all the terms and conditions set forth in the License Agreement granted by Dominion Energy South Carolina, Inc. to the City of Columbia, South Carolina, dated _____, which is on record with Dominion Energy South Carolina, Inc. Assignee/Purchaser assumes all the obligations of the City of Columbia under the License Agreement.”

6.0 COMPANY ELECTRIC AND GAS CONDITIONS

- 6.1** The Company must be notified through the South Carolina Palmetto Utilities Protection Service (PUPS), or its equivalent organization at 1-(888) 721-7877 or “811”, within the timeframe provided by law before starting any work in the Dominion Energy Easements except in cases of emergency. In cases of emergency Licensee shall give Company as much advance notice as is possible by calling the emergency notification number in Section 1.1 herein.
- 6.2** Unless specifically permitted by this License Agreement or with the prior written consent of Company, additional conditions as it pertains to any assets covered by this License Agreement are as follows:
- a.** No digging or excavating within twenty-five (25’) feet of any Dominion Energy structure, guy, fence, grounding systems, anchor or other appurtenance
 - b.** No filling or berms in the Dominion Energy Easements which would reduce the conductor-to-ground clearance.
 - c.** No crane, derrick, dragline, etc. will be operated within twenty (20’) feet of any conductor
 - d.** No lights, poles, fences, etc. will be installed in the Dominion Energy Easements.
 - e.** No trees and shrubs are permitted in the Dominion Energy Easements.
 - f.** No water will be backed within fifteen (15’) feet of any structure, guy, anchor or other appurtenance.
 - g.** No parking is permitted in the Dominion Energy Easements.
- 6.3** The Company reserves the right to have a representative present during any work performed in the Dominion Energy Easements. In cases where the Company requires the Licensee’s work to be witnessed, the Licensee and Company will mutually establish a schedule for the work to occur.
- 6.4** Omitted.
- 6.5** Any fence and gate installations in the Dominion Energy Easements by Licensee must have Company’s approval, in advance, as to location and size. Any gates installed that restrict access to the Dominion Energy Easements or which cross the Dominion Energy Easements in any fashion must be at least sixteen (16’) feet wide and remain unlocked or include a Company lock.

- 6.6** At no time shall Licensee or anyone acting on Licensee's behalf move, modify, destroy, or in any way alter any Dominion Energy Easements markers or monuments currently installed, or which shall be installed in the future by the Company in, on, or near the Dominion Energy Easements or New Substation Site.

7.0 AGREEMENT

- 7.1** **FOR AND IN CONSIDERATION OF** the sum of One (\$1.00) Dollar to be paid at and before the signing and sealing of these presents, the receipt of which is hereby acknowledged by the Company, subject to the herein stated terms and conditions, the Company grants unto the Licensee, the licenses and privileges to utilize the Dominion Energy Easements as described in Section 3 of this License Agreement. Notwithstanding that this is a license, the license shall be deemed irrevocable.
- 7.2** It is understood and agreed that all permission herein granted is granted only insofar as the Company has the right to do so, and the Company makes no representation or warranty of title, and does not propose to grant any rights that might impair the right of the owner of the servient tenement, lessor thereof, or any other person who may have rights in the property on which the Dominion Energy Easements exists.
- 7.3** The Company, in granting the licenses, does not in any way propose to diminish or restrict the authority of State and Federal agencies to require changes or improvements in the Company facilities herein affected or to require changes or improvements in the Dominion Energy Easements or New Substation Site, including, but not limited to the License Areas, and Company specifically reserves the right to modify the Dominion Energy Easements including, but not limited to, the License Areas, as necessary to comply with all such State and Federal codes, regulations, or other rules which may be enacted in the future.
- 7.4** It is understood and agreed that the Company, in granting these licenses, shall not relinquish any of its rights not modified herein as granted by the Dominion Energy Easements and the MDA.
- 7.4.1** It is understood and agreed that the Licensee is not relinquishing any of its rights not modified herein as granted by the BSDA, specifically Section XIX(B)(14) pertaining to utility improvements/easements.
- 7.5** Intentionally Omitted.

- 7.6 The Licensee agrees to notify the Company's offices identified in Section 1.1 above before any work is performed in the Licensed Areas and will keep Company apprised of all conditions while working in the Dominion Energy Easements.
- 7.7 The Licensee agrees that it is aware of the existence of electric lines and gas lines in the Dominion Energy Easements or New Substation Site and before performing or before having performed any work in the Dominion Energy Easements, that it will inform any persons performing the work for the Licensee the exact location of the existence of such lines. Licensee agrees to maintain a clearance between its improvements and the electric and gas lines equal to or greater than that specified in this License Agreement.
- 7.8 The Licensee agrees that any improvements in the License Areas as provided for in this License Agreement will be constructed and maintained in a good, workmanlike manner and in such a way as not to endanger the Company facilities or hinder the operating and maintenance requirements of the Company. Should any damages occur to the Company facilities as a result of Licensee's construction, maintenance, or operation of its facilities, the Licensee will promptly pay the Company for said damages upon presentation of an itemized bill from the Company. Likewise, should any damage occur to the Licensee improvements located within the License Areas as a result of the Company's direct or intentional actions during Company's construction, maintenance or operations within the Dominion Energy Easements, the Company will promptly pay the Licensee for said damages upon presentation of an itemized bill from the Licensee.
- 7.9 The Licensee, its agents, contractors, subcontractors or other invitees will clean up and remove all rubbish or debris deposited in the Dominion Energy Easements which might affect the Company's use of the Dominion Energy Easements or New Substation Site as a result of the licenses authorized by this License Agreement and will restore the Dominion Energy Easements to as nearly the same condition as before the construction.
- 7.10 If any relocation or replacement of any portion of the Company's above or below ground electric lines or gas lines, their appurtenances or associated facilities **at the request of Licensee**, will only be for the benefit of the Licensee and its operations, and not required by the Company's needs, and only in response to a request by the Licensee, the Company may, in its sole discretion, make such relocation or replacement and the Licensee shall pay the

costs of said relocation or replacement. The Company will be under no obligation to make any such requested relocation or replacement.

- 7.11** Except as specifically stated herein, the Licensee agrees that there shall be no drilling, boring, excavating, grading or related activities near electric lines and gas lines and the existing earth contour shall not be reduced or increased.
- 7.12** With the exception of any pavement in the roadway constructed in the Access Easement and Right of Way, if any portions of the Dominion Energy Easements are paved as permitted in accordance with terms and provisions set forth in this License Agreement, the Company shall not be held responsible for damages to or replacement of said pavement while it is maintaining, operating, altering, replacing or installing additions to any Licensee improvements in the Dominion Energy Easements or New Substation Site.
- 7.13** In the event that any of the provisions of this License Agreement or the Dominion Energy Easements are violated by the Licensee or its agents and satisfactory arrangements for the correction of said violations are not made within ninety (90) days after notification in regards to the Dominion Energy Easements, the Company, at its discretion, may have the corrections made and bill the Licensee for the cost thereof, which the Licensee shall pay to Company. Notwithstanding, in the event of an emergency which threatens life or property, or which prevents the Company from providing its utility services, the Company can make immediate corrections but only to the extent necessary to abate the emergency. In such event, the Company will give Licensee as much advance notice as is possible by calling the emergency contact number in Section 1.2 herein.
- 7.14** The terms "work" and "performance of the work" includes the construction of any improvements in the License Areas and the presence, maintenance, use and operation thereof and all activities associated therewith done or caused by the Licensee, its agents, contractors, subcontractors, licensees, or assignees.
- 7.15** If, at some future date, Company determines (i) that the improvements in the License Areas permitted herein interfere with the maintenance, operation, alteration, or addition of facilities as authorized by the Dominion Energy Easements, or (ii) State or Federal agencies require changes or improvements of the Company facilities or require changes or improvements in the Dominion Energy Easements necessary to comply with all State and Federal codes, regulations, or other rules which may be enacted in the future, then in either event, Company,

Licensee, BSD and Paramount, or their successors and assigns, agree to work together and in good faith to find a solution for the Licensee improvement(s) to be altered or relocated, including a fair and reasonable allocation of the costs between the Company and the Licensee so long as “fair and reasonable” shall not be construed as either entity paying less than 40% of the total cost of the relocation.

7.16 This License Agreement shall be executed in four (4) identical originals.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

BY: _____

TITLE: _____

DATE: _____

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

TITLE: City Manager

DATE: _____

WITNESSES:

BULLSTREET DEVELOPMENT, LLC

BY: _____

TITLE: _____

DATE: _____

WITNESSES:

PARAMOUNT LOCATIONS, LLC

BY: _____

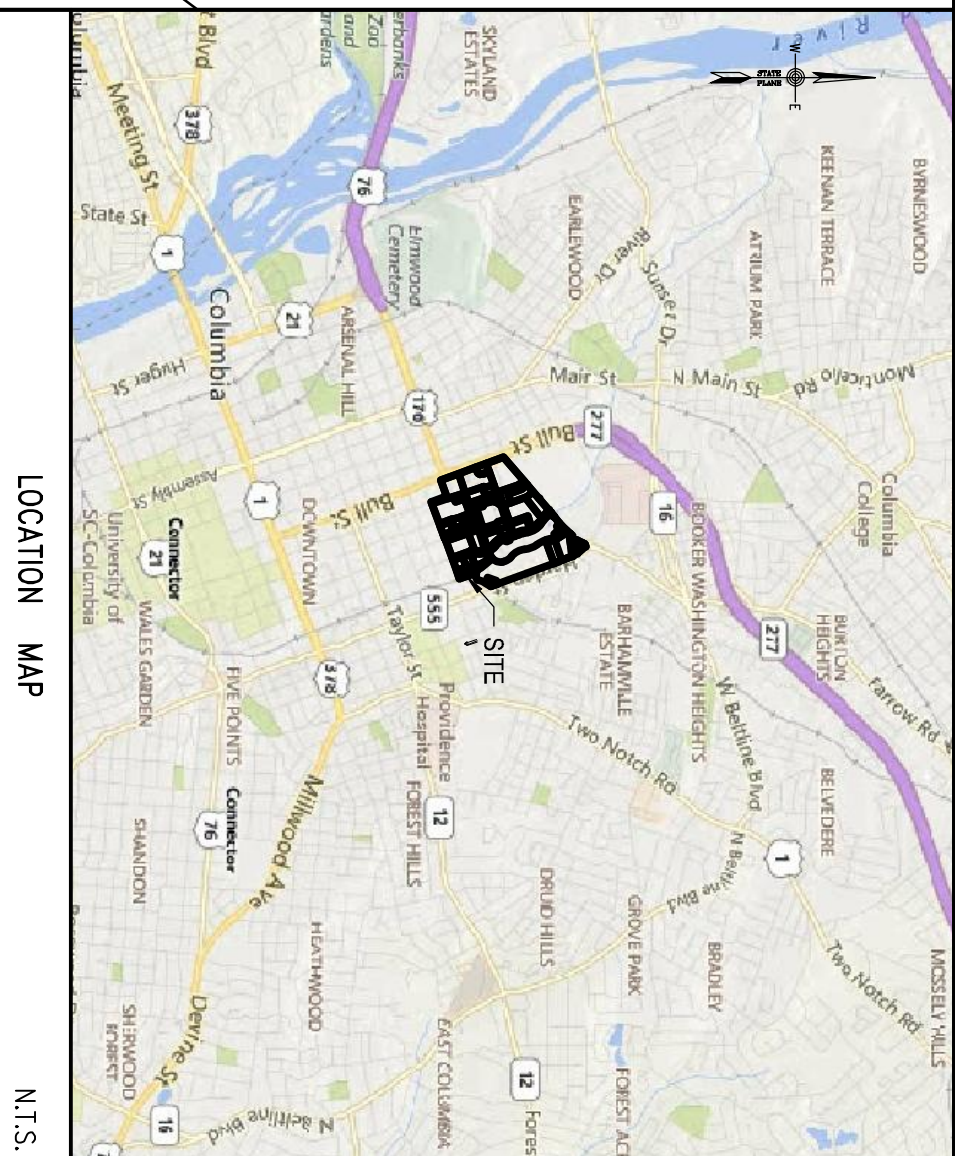
TITLE: _____

DATE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT A
PLAN PREPARED FOR BULL STREET DEVELOPMENT, LLC BY DAVIS & FLOYD
DEMONSTRATING THE LICENSE AREAS OF LICENSEE



_____	X	_____	X	_____
_____	SS	_____	SD	_____
_____	G	_____	E	_____
_____	G	_____	x	_____
_____	SS	_____	SD	_____
_____	W	_____		_____

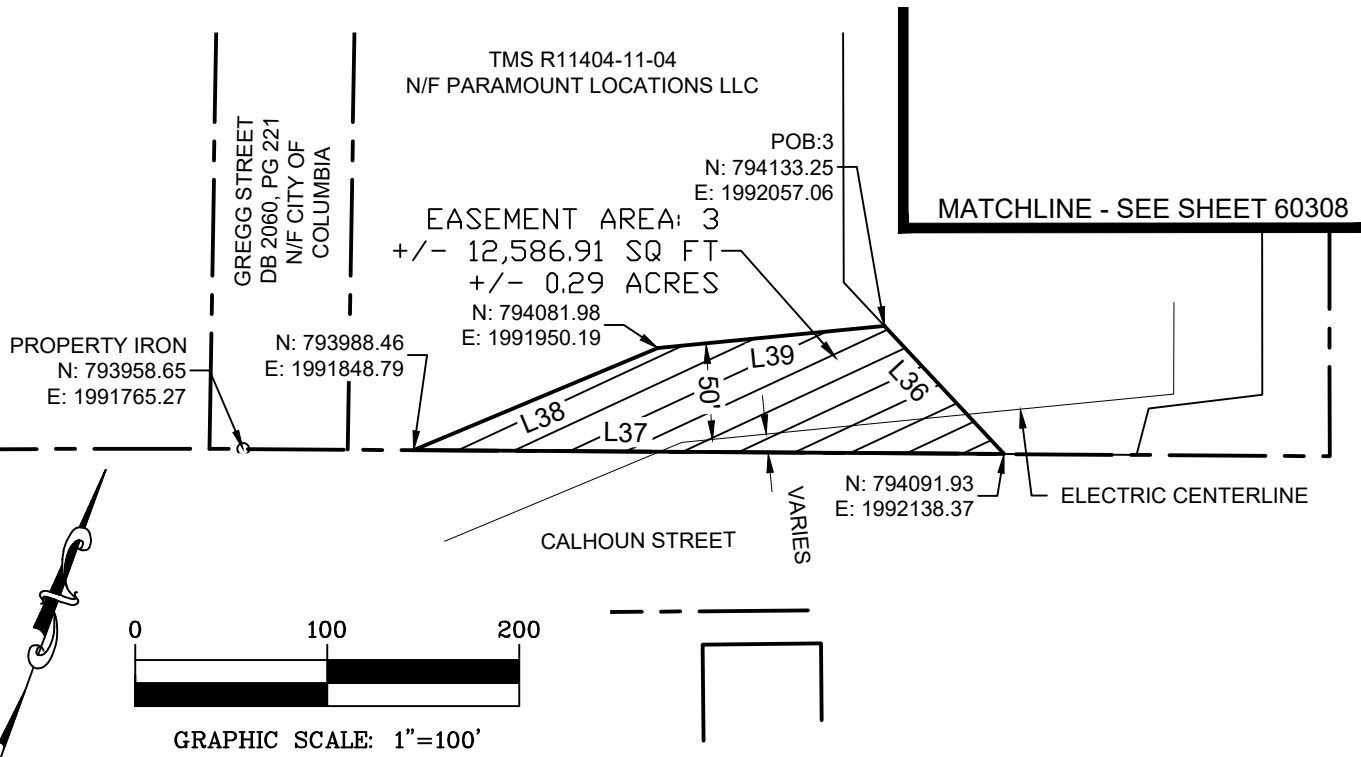
PROPOSED SECURITY FENCE	PROPOSED SANITARY SEWER LINE	PROPOSED STORM DRAIN	PROPOSED GAS LINE	PROPOSED ELECTRICAL LINE	EXISTING GAS LINE	EXISTING SANITARY SEWER LINE	EXISTING STORM DRAIN	EXISTING WATER LINE
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EXHIBIT A
PREPARED FOR
BULL STREET DEVELOPMENT, LLC
LOCATED IN
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
BY
DAVIS & FLOYD
SINCE 1954

DAVIS & FLOYD
SINCE 1954

EXHIBIT B
DOMINION ENERGY NEW TRANSMISSION EASEMENT TO BE GRANTED TO
DOMINION ENERGY BY PARAMOUNT

PLAN "SAFETY" INTO EVERY JOB

RICHLAND COUNTY**"EXHIBIT B"**

INDICATES ELECTRIC
EASEMENT AREA: 3
+/- 12,586.91 SQ. FT. OR 0.29 ACRES
REF. DWG. 09177-21007-CP; PB-09177-60308

Line Table		
Line #	Direction	Length
L36	S63° 03' 40.15"E	91.21
L37	S70° 20' 18.60"W	307.51
L38	N47° 19' 02.15"E	137.94
L39	N64° 22' 08.59"E	118.53

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA 3:

BEGINNING AT A POINT WHOSE NORTHING IS 794,133.25 AND WHOSE EASTING IS 1,992,057.06 ;
THENCE BEARING S 63° 03' 40.16" E A DISTANCE OF 91.21 FEET ;
THENCE BEARING S 70° 20' 18.60" W A DISTANCE OF 307.51 FEET ;
THENCE BEARING N 47° 19' 2.15" E A DISTANCE OF 137.94 FEET ;
THENCE BEARING N 64° 22' 8.59" E A DISTANCE OF 118.53 FEET TO THE POINT OF BEGINNING.

REFERENCE:

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 03, 2019.

NOTE:

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

Dominion Energy South Carolina, Inc.

FOR: LYLES - UPTOWN 115 kV; LYLES - CALHOUN STREET SECTION
DETAIL: CROSSING PROPERTY OF N/F PARAMOUNT LOCATIONS LLC
TMS #R11404-11-04



SCALE :
1" = 100'

CONST
W.O. #
R/W 183052

M. F. CODE
SURVEY JOB #
5275

DRAWN	DATE
RCH	6/27/2017
APPROVED	DATE
WKJ	8/14/2018
WLKT	8/14/2018
DRAWING NUMBER	
PROJECT	LINE NUMBER
PB - 09177 - 60303	SHEET NUMBER
REVISION DATE	NUMBER
7-11-2019	6

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

Packet Pg. 1276

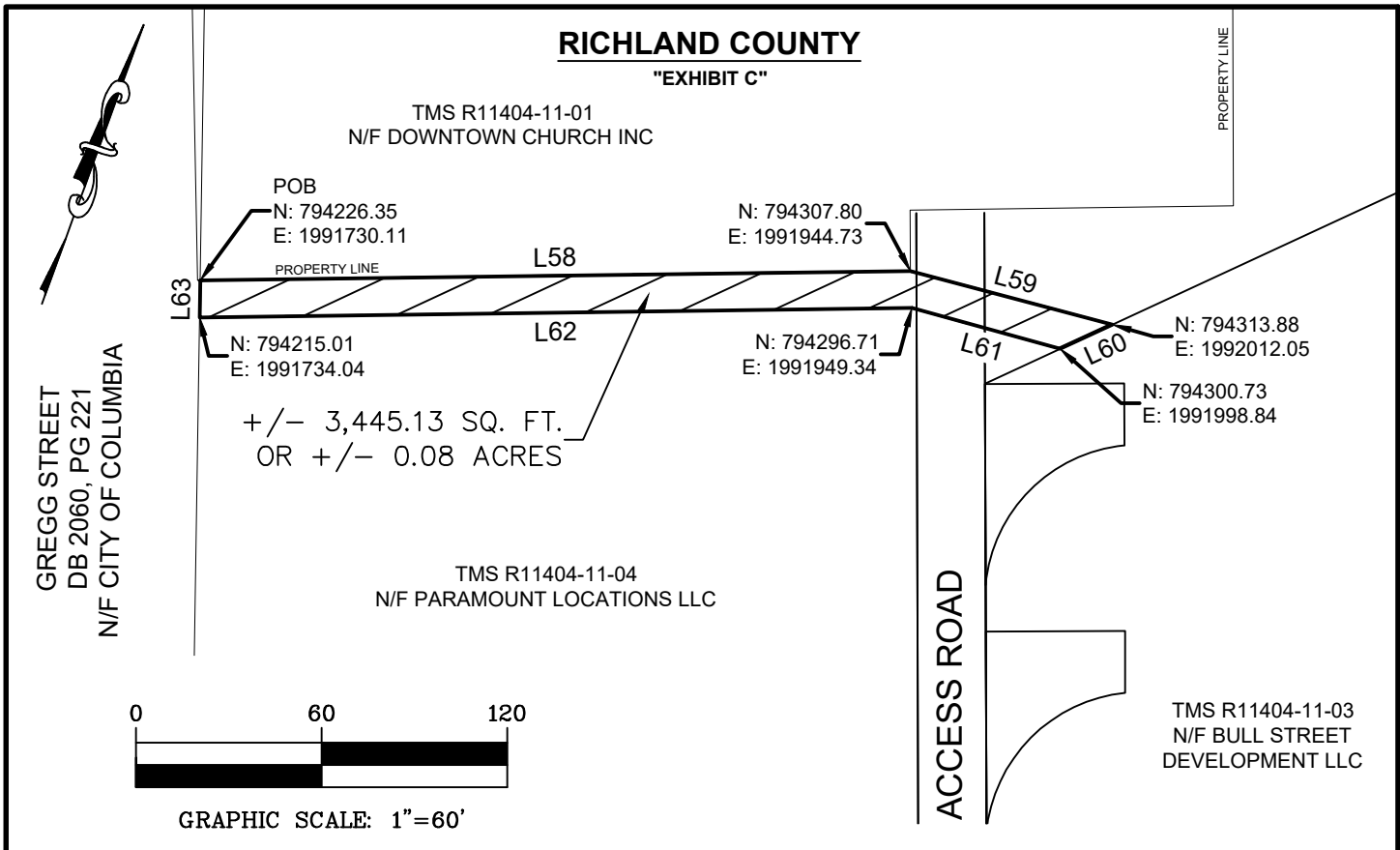
CAD DRAWING - DO NOT REVISE MANUALLY

FILE: PB-09177-60303 and 60304_REV.2_DE.dwg

EXHIBIT C
DOMINION ENERGY NEW DISTRIBUTION EASEMENT TO BE GRANTED TO
DOMINION ENERGY BY PARAMOUNT

PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY



INDICATES ELECTRIC
EASEMENT AREA:
+/- 3,445.13 SQ. FT. OR +/- 0.08 ACRES
REF. DWG. 09177-21007-CP & PB-09177-60303

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:

BEGINNING AT A POINT WHOSE NORTHING IS 794,226.35 AND WHOSE EASTING IS 1,991,730.11 ;
THENCE BEARING N 69° 1' 9.09" E A DISTANCE OF 229.55 FEET ;
THENCE BEARING N 84° 50' 29.91" E A DISTANCE OF 67.60 FEET ;
THENCE BEARING S 45° 08' 30.94" W A DISTANCE OF 18.64 FEET ;
THENCE BEARING S 85° 21' 48.61" W A DISTANCE OF 49.66 FEET ;
THENCE BEARING S 69° 13' 9.09" W A DISTANCE OF 230.27 FEET ;
THENCE BEARING N 19° 7' 16.88" W A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING.

REFERENCE:

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 03, 2019.

NOTE:

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

Dominion Energy South Carolina, Inc.

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION

DETAIL: PROPERTY OF N/F PARAMOUNT LOCATIONS LLC

TMS #R11404-11-04



SCALE: 1" = 60'

CONST
W.O. #
R/W 183052

M. F. CODE
SURVEY JOB #
5275

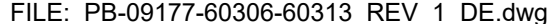
DRAWN	DATE
RCH	8/23/2017
APPROVED	DATE
WLKT	7/12/2018
PB	7/13/2018
DRAWING NUMBER	
PROJECT	LINE NUMBER
PB - 09177 - 60306	
REVISION DATE	NUMBER
7/11/2019	11

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

Packet Pg. 1278

FILE: PB-09177-60306-60313_REV_2_DE.dwg

EXHIBIT D
DOMINION ENERGY REMAINING EXPANDED TRANSMISSION EASEMENTS
GRANTED TO DOMINION ENERGY BY DMH ON DECEMBER 21, 2017



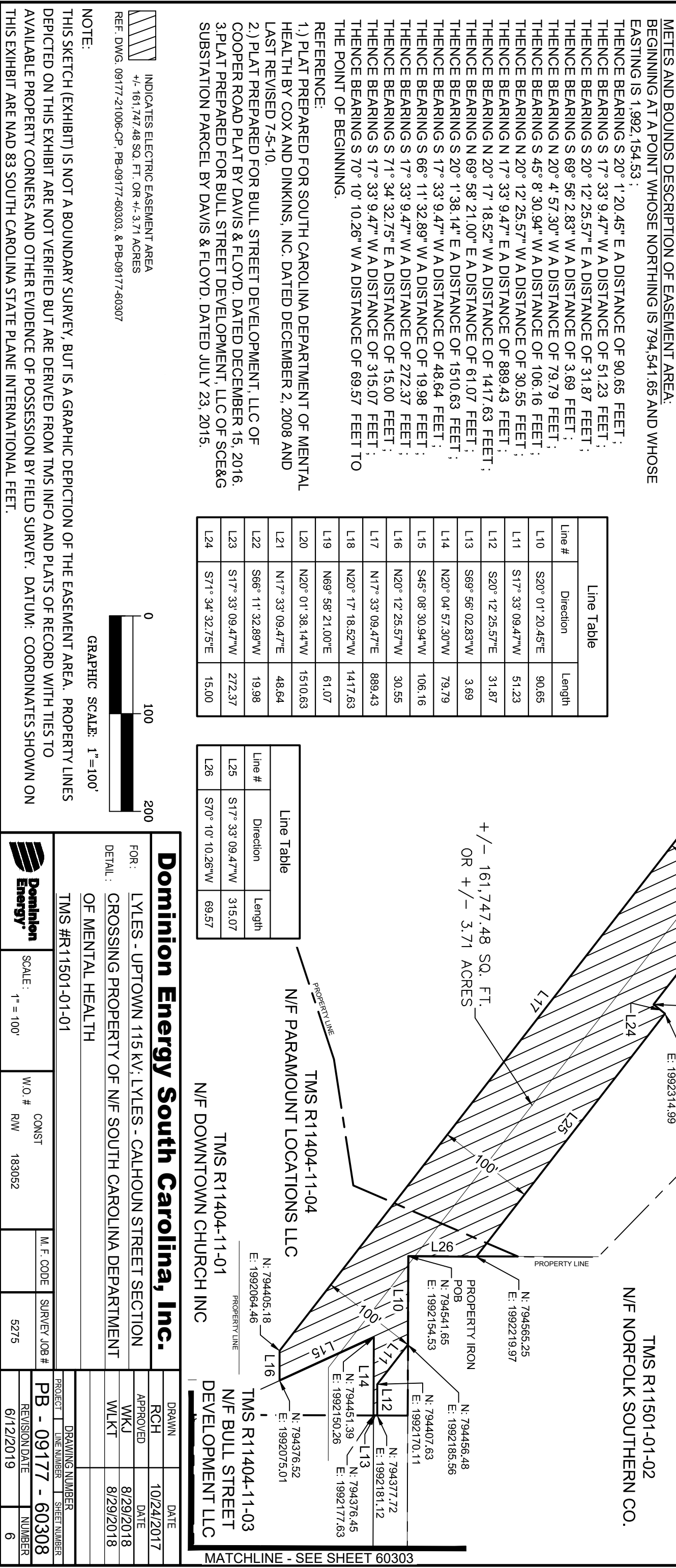
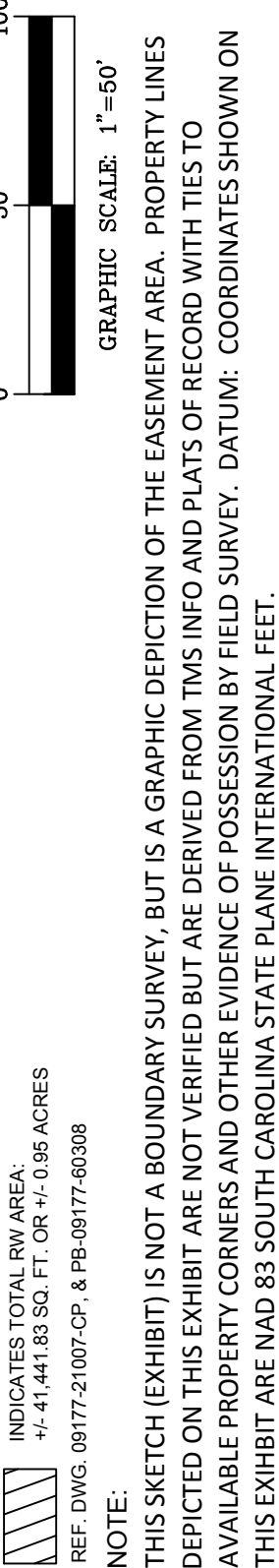
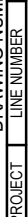


EXHIBIT E
DOMINION ENERGY EXISTING TRANSMISSION EASEMENTS (SUBJECT TO
FUTURE RELEASE) GRANTED TO DOMINION ENERGY BY DMH ON DECEMBER
21, 2017



TMS #R11501-01-01		CONST		W.O. # 183052		M. F. CODE		SURVEY JOB # 5275		PROJECT		DRAWING NUMBER	
		SCALE : 1" = 50'								PB - 09177 - 60309		SHEET NUMBER	
										REVISION DATE		NUMBER	
										2/16/2018		3	
										CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION			
CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.													

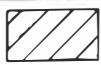
CONTAINS **CRITICAL ENERGY INFRASTRUCTURE INFORMATION**. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

EXHIBIT F

**DOMINION ENERGY TEMPORARY TRANSMISSION EASEMENT (SUBJECT TO
FUTURE RELEASE) GRANTED TO DOMINION ENERGY BY DMH ON JUNE 29, 2018**

PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY



INDICATES ELECTRIC
EASEMENT AREA
+/- 4,631.89 SQ. FT. OR 0.11 ACRES
REF. DWG. 09177-21007-CP; PB-09177-60308

RICHLAND COUNTY

"EXHIBIT F"

TMS R11404-11-01
N/F DOWNTOWN CHURCH INC

+/- 4,631.89 SQ. FT.
OR +/- 0.11 ACRES

N: 794339.38
E: 1991972.59

N: 794399.15
E: 1992022.49

N: 794363.32
E: 1992035.66

POB
N: 794476.42
E: 1992086.99

N: 794405.18
E: 1992064.46

N: 794382.48
E: 1992072.81

N: 794380.74
E: 1992072.25

TMS R11501-01-01
N/F SOUTH
CAROLINA
DEPARTMENT OF
MENTAL HEALTH

N: 794310.29
E: 1991948.30

N: 794348.54
E: 1992045.37

TMS R11404-11-03
N/F BULL STREET
DEVELOPMENT LLC

PROPERTY LINE

SCE&G R/W

SCE&G R/W

GRAPHIC SCALE: 1"=50'

Line Table

Line #	Direction	Length
L46	S17° 33' 09.47"W	74.71
L47	S20° 12' 25.57"E	24.20
L48	S17° 59' 11.42"W	1.82
L49	S39° 51' 21.58"W	41.95
L50	S68° 29' 26.94"W	104.34
L51	N39° 51' 21.58"E	37.90
L52	N69° 13' 09.09"E	67.46
L53	N20° 10' 54.92"W	38.18
L54	N39° 51' 21.58"E	100.65

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:

BEGINNING AT A POINT WHOSE NORTHING IS 794,476.42 AND WHOSE EASTING IS 1,992,086.99 ;
THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 74.71 FEET ;
THENCE BEARING S 20° 12' 25.57" E A DISTANCE OF 24.20 FEET ;
THENCE BEARING S 17° 59' 11.42" W A DISTANCE OF 1.82 FEET ;
THENCE BEARING S 39° 51' 21.58" W A DISTANCE OF 41.95 FEET ;
THENCE BEARING S 68° 29' 26.94" W A DISTANCE OF 104.34 FEET ;
THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 37.90 FEET ;
THENCE BEARING N 69° 13' 9.09" E A DISTANCE OF 67.46 FEET ;
THENCE BEARING N 20° 10' 54.92" W A DISTANCE OF 38.18 FEET ;
THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 100.65 FEET TO THE POINT OF BEGINNING.

REFERENCE:

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 23, 2015.

NOTE:

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

SOUTH CAROLINA ELECTRIC & GAS CO.

FOR: LYLES - UPTOWN 115 kV; LYLES - CALHOUN STREET SECTION

DETAIL: CROSSING PROPERTY OF SOUTH CAROLINA DEPARTMENT
OF MENTAL HEALTH

TMS #R11501-01-01

DRAWN

RCH

APPROVED

WKJ

WLKT

DATE

6/13/2018

DATE

6/13/2018

6/13/2018

DRAWING NUMBER

PROJECT LINE NUMBER SHEET NUMBER

PB - 09177 - 60312

REVISION DATE

6/13/2018

NUMBER

0



SCALE: 1" = 50'

W.O. #

CONST

R/W 183052

M. F. CODE

SURVEY JOB #

5275

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

FILE: PB-09177-60307-60313.dwg

EXHIBIT G
DOMINION ENERGY TEMPORARY TRANSMISSION EASEMENT (SUBJECT TO
FUTURE RELEASE) GRANTED BY DOMINION ENERGY BY DOWNTOWN
CHURCH, INC. ON AUGUST 22, 2018

PLAN "SAFETY" INTO EVERY JOB



INDICATES ELECTRIC
EASEMENT AREA
+/- 1,287.82 SQ. FT. OR 0.03 ACRES
REF. DWG. 09177-21007-CP; PB-09177-60308

RICHLAND COUNTY

"EXHIBIT G"

TMS R11404-11-01
N/F DOWNTOWN CHURCH INC



+/- 1,287.82 SQ. FT.
OR +/- 0.03 ACRES

L57

PROPERTY LINE

SCE&G R/W

POB
N: 794399.15
E: 1992022.49

L55

L56

N: 794339.38
E: 1991972.59

N: 794363.32
E: 1992035.66

SCE&G R/W

SCE&G R/W

TMS R11501-01-01
N/F SOUTH
CAROLINA
DEPARTMENT OF
MENTAL HEALTH

PROPERTY LINE

TMS R11404-11-03
N/F BULL STREET
DEVELOPMENT LLC



GRAPHIC SCALE: 1"=50'

Line Table

Line #	Direction	Length
L55	S20° 10' 54.92"E	38.18
L56	S69° 13' 09.09"W	67.46
L57	N39° 51' 21.58"E	77.86

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:
BEGINNING AT A POINT WHOSE NORTHING IS 794,399.15 AND
WHOSE EASTING IS 1,992,022.49 ;
THENCE BEARING S 20° 10' 54.92" E A DISTANCE OF 38.18 FEET ;
THENCE BEARING S 69° 13' 9.09" W A DISTANCE OF 67.46 FEET ;
THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 77.86 FEET TO
THE POINT OF BEGINNING.

REFERENCE:

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 23, 2015.

NOTE:

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

SOUTH CAROLINA ELECTRIC & GAS CO.

FOR: LYLES - UPTOWN 115 kV; LYLES - CALHOUN STREET SECTION
DETAIL: CROSSING PROPERTY OF N/F DOWNTOWN CHURCH INC
TMS #R11404-11-01

DRAWN	DATE
RCH	6/13/2018
APPROVED	DATE
WKJ	6/13/2018
WLKT	6/13/2018

DRAWING NUMBER

PROJECT	LINE NUMBER	SHEET NUMBER
PB - 09177 - 60313		

REVISION DATE	NUMBER
6/13/2018	0



SCALE: 1" = 50'

CONST
W.O. # 183052

M. F. CODE
SURVEY JOB # 5275

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

CAD DRAWING - DO NOT REVISE MANUALLY

FILE: PB-09177-60307-60313.dwg



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: City Center Partnership

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Commercial Revolving Loan Fund

**FUNDING SOURCE &
ORIGINAL BUDGET:**

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Council

DATE: July 9, 2019

SUBJECT: Commercial Revolving Loan Fund Committee

Purpose: This committee approves commercial loans to businesses located within city limits that meet the criteria of council approved guidelines.

Composition: This committee is comprised of seven members: one (1) attorney, two (2) small businesspersons, one (1) community banker and one (1) licensed commercial contractor who serve a two (2) year term with one (1) reappointment. The remaining two are City of Columbia staff representatives (2) a senior staff member and the Community Development Director who serve indefinite terms.

Action: Council is asked to appoint one individual who is an attorney, to fulfill the board requirement.

- Current District Representation is:
 - District 1 - 0
 - District 2 - 1
 - District 3 - 1
 - District 4 - 2
 - Not in City Limits - 1
- District Representation of Applicant is:
 - District 1 - 0
 - District 2 - 1
 - District 3 - 0
 - District 4 - 0

Not in City Limits - 1



We Are Columbia

MEETING DATE: July 16, 2019

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of a 4-way stop at Blossom Street and Holly Street to address safety issues at the intersection, as requested by the Public Works Department.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Blossom & Holly Memo (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Multi-Way Stop – Blossom Street at Holly Street
DATE: June 27, 2019

In response to requests from residents in the area of the subject intersection, a review of operations has been conducted relative to the need for additional traffic control.

This is a cross-type intersection, with Holly Street entering and crossing Blossom Street in a north-south direction, presently controlled by stop signs. Both roadways are two-lane residential in nature, with Holly Street owned and maintained by SCDOT and Blossom Street owned by the City of Columbia.

Over the past three months, there have been two collisions involving northbound vehicles running the stop sign and colliding with vehicles on Blossom Street. While sight distance is adequate in general for motorists stopped on Holly Street, the presence of parked vehicles on Blossom Street can result in reduced visibility.

Based on our review, it is recommended that four-way stop control be established at Blossom and Holly. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval and initiation of the transition.