



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, OCTOBER 1, 2019**

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, October 1, 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. Municipal Election Update - Mr. Terry Graham, Interim Director of Elections for Richland County
2. Model Business License Ordinance - Ms. Melissa Harrill, Research and Legislative Liaison for the Municipal Association of South Carolina

EXECUTIVE SESSION

3. Receipt of legal advice related to a pending, threatened or potential claim pursuant to S.C. Code §30-4-070(a)(2)

R-2019-089 opioid class action lawsuit

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

Storm water easements



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

*Ordinance No.: 2019-074 Amend Chapter 11, Article II Business and Professional Licenses
Joiner Road*

6. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

*Business Liaison
Development Corporations
Municipal Court*

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

CONSENT AGENDA ITEMS 7 THROUGH 27

7. Council is asked to approve an Economic Development Grant Agreement for the creation of new local technology jobs, as requested by the Economic Development Department. Award to Krumware, LLC in an amount not to exceed \$50,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation (5511301-638508). The original budgeted amount is \$50,000.00.

8. Council is asked to approve the renewal of Kronos Support Services for software maintenance, as requested by the Human Resources Department. Award to Kronos Incorporated in the amount of \$81,340.52. This vendor is located in Chelmsford, MA.

*Funding Source: Program Management Office- Maintenance and Service Contract (6218950- 638200).
The original budget amount is \$81,340.52.*



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9. Council is asked to approve the renewal of Kronos Workforce Subscription Services for employee time keeping, as requested by the Human Resources Department. Award to Kronos Incorporated in the amount of \$120,942.20. This vendor is located in Chelmsford, MA.

Funding Source: Program Management Office- Software License (6218950- 627510). The original budget amount is \$120,948.12.

10. Council is asked to approve a Construction Change Order #1 Final for Emergency Project WM4479; New 6" Water Main Replacement along Elmhurst Road, Parkside Drive, Coles Road, and Johnson Avenue, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc., a certified Local Business Enterprise in the amount of \$71,896.25. This firm is located in Chapin, SC.

Funding Source: 5529999-WM447901-658650. The original awarded amount is \$580,888.00, which includes contingency. The original budget amount for this Change Order is \$71,896.25.

11. Council is asked to approve a contract for Project WM4480; 2"-6" Water Main Upgrades Wildewood Subdivision Phase 1, as requested by Columbia Water. Award to DS Utilities, Inc. in an amount not to exceed \$161,928.74, which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: 5529999-WM448001-658650. The original budget amount is \$215,000.00.

This is a Mentor Protégé Program project. DS Utilities, Inc. of Little Mountain, SC is the mentor and will be performing oversight and management at 10.6% (\$14,340.61) of the total contract value. Patriot Construction Co., Inc., a Local Business Enterprise (LBE) of Columbia, SC is the protégé and will be performing water line construction at 89.4% (\$120,600.00) of the total contract value.

12. Council is asked to approve an Engineering Agreement for Project SD8468; Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure and Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$195,100.00. This firm is located in Greenville, SC.

Funding Source: 5549999-SD846801-658650. The original budget amount is \$195,100.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Greenville, SC is the Mentor and will provide technical consulting services/support at 74.3% (\$145,040.00) of the contract value. Civil Engineering Services, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide data collection, field reconnaissance, regulatory review, utility coordination, permitting, and construction observation services at 20% (\$39,060.00) of the contract value.



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The following sub-consultants will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC will provide geotechnical services at 3.0% (\$6,000) of the contract value.

Summit Engineering Group of Spartanburg, SC will provide surveying services at 2.5% (\$5,000) of the contract value.

13. Council is asked to approve a Contract for Project SR1026; 5' Sidewalk Construction along Sulton and Maxcy Roads Re-Bid, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Minority Business Enterprise (Woman), in an amount not to exceed \$241,195.00, which includes contingency. This firm is located in Lexington, SC.

Funding Source: 40979999-SR102602-658650 (86%) / 5516220-SR102602-638500 (14%). The original budget amount was \$241,195.00.

14. Council is asked to approve three (3) Two-Month Contract Extensions for Chemicals for the Canal Water Plant and the Lake Murray Water Plant, as requested by Columbia Water. Award to the lowest bidder of each lot in the total amount of \$674,511.20.

Funding Source: Utilities Columbia Canal WTP-Chemicals (5516206-624800) and Utilities Lake Murray Water Pl-Chemicals (5516207-624800). The original budgeted amount is \$2,053,872.00.

Chemicals for the Canal Water Plant and the Lake Murray Water Plant					
Chemical	Plant	Vendor	Location	Requisition/PO Reference Bid	& Amount
Aluminum Sulfate	CNWP/LKWP	Chemtrade Chemicals US, LLC.	Toronto, ON	R198500/P178576 R198523/P178575 BID004-17-18	\$67,096.00 \$81,553.00
Carbon	CNWP/LKWP	Cabot Norit Americas Inc.	Marshall, TX	R198515/P178568 R198526/P178566 BID047-14-15	\$72,311.00 \$372,607.20
Liquid Sodium Chlorite	CNWP	International Dioxide	North, RI	R198522/P178579 BID004-17-18	\$80,944.00
				TOTAL	\$674,511.20



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15. Council is asked to approve an Engineering Agreement for Project; Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update, as requested by Columbia Water. Award to AECOM Technical Services Inc., in the amount of \$149,750.00. This firm is located in Columbia, SC.

Funding Source: 5516206-638305 and 5516207-638305. The Original Budgeted Amount: \$150,000.00

AECOM Technical Services Inc., will provide a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) update in accordance with the requirements of the America's Water Infrastructure Act (AWIA) at 92% (\$137,770.00) of the contract value.

The following sub-consultants will provide additional services:

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide assistance with Risk and Resilience Assessment at 8% (\$11,980.00) of the contract value.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Ordinance No.: 2019-065 Annexing and Incorporating 1.1-acre portion of 300 Clemson Road, Richland County TMS # 25 700-02-0J(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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

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

Staff Recommendation: Approval

PC Recommendation: 07/08/2019; Approval 8-0, with one recusal

First reading approval was given on September 17, 2019



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17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 400 Beltline Boulevard and 0.07 acres, East Chapel Drive; TMS# 13810-02-16 and 13810-02-15

Ordinance No.: 2019-068 Annexing and Incorporating 400 Beltline Boulevard and 0.07-acre East Chapel Drive, Richland County TMS #13810-02-16 and 13810-02-15 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 Community Activity Center (UCAC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial District (GC) by Richland County.

Applicant:

Shaffin Valimohamed

Staff Recommendation:

Approval

PC Recommendation:

08/05/2019; Approval 5-0

First reading approval was given on September 17, 2019



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18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1103 Ferguson Street; TMS# 11204-02-07

Ordinance No.: 2019-069 Annexing and Incorporating 1103 Ferguson Street, Richland County TMS #11204-02-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District and Mixed Use District, Flood Protective Area (MX-1 and MX-1, -FP). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial District (M-1) by Richland County.
Applicant:	Thomas A. Large, Lawrence A. Large, and Charles A. Large / Ballpark LLC
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

First reading approval was given on September 17, 2019

19. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 11.58 acres W/S Ferguson Street(p), TMS #11204-02-06(p)

Ordinance No.: 2019-067 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 11.58 acres W/S Ferguson Street (p); Richland County TMS# 11204-02-06(p)

City Council District:	2
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification on a portion of the property from Urban Core Mixed Residential Type (UCMR-3) to Urban Core Neighborhood Activity Center (UCAC-1).



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Applicant:	Andrew Weddle, WREI - Weddle RE Investments
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

First reading approval was given on September 17, 2019

20. ZONING MAP AMENDMENT - 301 Assembly Street, 11.58 acres W/S Ferguson Street and 0.02 acres SE/S Dreyfus Road, TMS# 11204-02-02, 11204-02-06 and 11204-02-42

City Council District:	2
Proposal:	Request to rezone the parcels from Light Industrial District (M-1), -Flood Protective Area (-FP) to Mixed Use District (MX-1), -Flood Protective Area (-FP).
Applicant:	Neil Meyers, Bright-Meyers Assembly Street, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

First reading approval was given on September 17, 2019

21. Ordinance No.: 2019-071 Relating to the Recovery of Collection Costs as a part of Delinquent Debts Collected Pursuant to the Setoff Debt Collection Act

First reading approval was given on September 17, 2019

22. Ordinance No.: 2019-072 Authorizing consumption of beer and wine beverages only at the 2020 Famously Hot New Year Event

First reading approval was given on September 17, 2019

23. Ordinance No.: 2019-075 Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$9,250,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto

First reading approval was given on September 17, 2019



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24. Ordinance No.: 2019-078 Amending Ordinance 2019-038 to Adopt the Budget for the City of Columbia, South Carolina for the Fiscal Year Ending June 30, 2020

First reading approval was given on September 17, 2019

25. Resolution No.: R-2019-073 Authorizing consumption of beer and wine only at Soda City Adoption Day within the Biergarten Area only on Saturday, November 9, 2019 with a rain contingency of Saturday, November 16, 2019
26. Resolution No.: R-2019-074 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, December 21, 2019 with a rain contingency of Saturday, December 28, 2019
27. Resolution No.: R-2019-092 Authorizing consumption of beer and wine beverages only at the Rosewood Art and Music Festival on Saturday, October 5, 2019

RESOLUTIONS

28. Resolution No.: R-2019-089 Authorizing the City Attorney's Office to join the City of Columbia in a class action lawsuit against prescription opioid manufacturers and wholesale distributors
29. Resolution No.: R-2019-091 Approving the Honorary naming of the 100, 200, 300, 400, 500 and 600 blocks of Juniper Street between David Street and Farrow Road "Emily England Clyburn Way"

PRESENTATIONS

30. Columbia Fire Prevention Month Proclamation - The Honorable Mayor Stephen K. Benjamin
31. National Cyber Security Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin
32. National Community Planning Month Proclamation -The Honorable Mayor Stephen K. Benjamin
33. Domestic Violence Awareness Month Proclamation - The Honorable Tameika Isaac Devine
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- 34. Recognition of North Columbia Partners - Ms. Kassy Alia, Founder and CEO of Serve & Connect
 - 35. Fast Forward Update - Ms. Dee Albritton, Executive Director of Fast Forward
 - 36. Columbia Museum of Art Update - Ms. Della Watkins, Executive Director

ZONING / PLANNING MATTERS - SECOND READING

- 37. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 68.4 Acres Lockman Road; TMS# 29000-02-35

Ordinance No.: 2019-070 Annexing and Incorporating 68.40 acres on Lockman Road, Richland County TMS #29000-02-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County.
Applicant:	Woodcreek Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

First reading approval was given on September 17, 2019



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ORDINANCES - FIRST READING

- 38. Ordinance No.: 2019-073 Amend Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and Sec. 23-149 Sewer rates
- 39. Ordinance No.: 2019-079 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights Circle, Richland County TMS #11605-05-43
- 40. Ordinance No.: 2019-082 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Zellie Scott for the sale of 100 Gabriel Street, Richland County TMS #14203-11-06 **Revised**
- 41. Ordinance No.: 2019-081 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street, Richland County TMS Numbers 09209-20-04 and 09209-20-03
- 42. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Ordinance No.: 2019-077 Annexing 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road, Richland County TMS #25705-07-28

Council District:	4
Proposal:	Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.
Applicant:	Arthur State Bank
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



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43. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Ordinance No.: 2019-076 Annexing 4624, 4628, and 4830 Devine Street, Richland County TMS #13810-03-07

Council District:	3
Proposal:	Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

APPOINTMENTS

- 44. Central Midlands Council of Governments
- 45. Central Midlands Development Corporation
- 46. Columbia Museum of Art
- 47. Columbia Tree and Appearance Commission
- 48. Municipal Election Commission
- 49. Property Maintenance Board of Appeals



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CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT

GRANT AGREEMENT

among

CITY OF COLUMBIA, SOUTH CAROLINA

and

KRUMWARE, LLC

AUGUST 16, 2019

GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement"), effective as of August 8, 2019 ("Effective Date"), between City of Columbia, South Carolina, a body politic and corporate ("City") and Krumware, LLC, a South Carolina limited liability company ("Company," and with City, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended ("Act"), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (a) induce enterprises to locate in the City and (b) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to growing their employment presence locally and adding new, full time, high paying software development jobs ("Project") in the City;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

"Administration Expenses" means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the City (a) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (b) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

"Certification Date" means the date set forth on Exhibit A by which the Company shall achieve the Commitment.

"Cessation of Operations" means a publicly announced termination of the Project, a layoff of a majority of employees working at the Company's facility in the City, or a substantial reduction in production that continues for a period of twelve (12) months.

"City Council" means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to hire new employees as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to upfit and improve upon space and to purchase and install furniture, fixtures, and equipment at the Company’s facility in the City, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and
- (e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Project in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;
- (c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2019, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by Exhibit D; and

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached Exhibit A qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. *Grant.* To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in Exhibit C. Any amount that may be due from the Company to the City as calculated in accordance with or described in Exhibit C is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and Exhibit C survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

(a) Failure to timely pay any amount due under this Agreement;

(b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;

(c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

(i) terminate this Grant Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "**Confidential Information.**" Except as required by law, the City, or any employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required

to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. *Indemnification.*

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. *No Liability of City Personnel.* All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. *Limitation of Liability.* The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. *Administration Expenses.* The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. *No City Sponsorship.* This Grant shall not be construed as sponsorship of any event or project of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY: City of Columbia, South Carolina
Attn: Office of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700
Fax: 803.734.2702

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(does not constitute notice) Attn: Ray E. Jones, Esquire
1221 Main Street, Suite 1100
Columbia, South Carolina 29205
Phone: 803.255.8000
Fax: 803.255.8017

AS TO THE COMPANY: Krumware, LLC
Attn: Colin Griffin
1721 Saunders Street, Suite 100
Columbia, SC 29201
Phone: 757.561.1068
Fax: 803.799.1303

WITH A COPY TO: Pendleton Street Business Advisors
Attn: Matt Morley, CVA
1100 Shirley Street, Second Floor
Columbia, SC 29205
Phone: 803.799.1301
Fax: 803.799.1303

Section 6.2. Binding Effect. This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. *Governing Law.* This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. *Amendments.* The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. *Assignment.* The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. *Further Assurance.* From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. *Severability.* If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the day and year first above written.

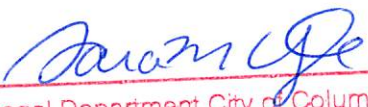
CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

(SEAL)
ATTEST:

Clerk to City Council

APPROVED AS TO FORM



Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Krumware, LLC

By:
Its:

Exhibit A

Description of Commitment

Not later than December 31, 2022 ("Certification Date"), the Company commits to create not less than 10 full-time, or full time equivalent, jobs in the City in connection with the Project.

Exhibit B

Description of Grant

The City shall provide a Grant to the Company, in an amount not to exceed \$50,000. payable in four installments. The first installment of the Grant, in an amount equal to \$26,000 is payable in a single, upfront payment preceding the creation of the first 10 full-time jobs. On achievement of the creation of 10 new, full-time jobs, the Company is eligible for three additional installment payments of \$8,000, each payable on the creation of 5 additional new, full-time jobs thereafter. The total amount of the Grant provided to the Company shall not exceed \$50,000, pending total job creation of 25 new, full-time jobs.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = Number of Full-Time Jobs Created / Commitment

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received \$15,000 in Grant proceeds, and only created 11 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

Commitment Achievement = 9/10 = 90%

Clawback Percentage = 100% - 90% = 10%

Repayment Amount = \$26,000 x 10% = \$2,600

Exhibit D

Description of Reporting Information

On or before December 31 of each year during the Term, commencing on December 31, 2020, the Company shall deliver to the City (a) a copy of the current payroll showing the Company's employment at its facility in the City, and (b) any additional information the City may reasonably request to determine the Company's current achievement of the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Ryan Coleman, Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: Ryan.Coleman@columbiasc.gov
Phone: 803.734.2700
Fax: 803.734.2702

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of any required upfits and improvements to the physical space at its facility in the City, as well as funding the acquisition of furniture, fixtures and equipment for the facility.



Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
 Currency: USD
 Customer PO Number:

Quote Type: Subscription
 Customer: CITY OF COLUMBIA
 Solution ID: 6105391
 Contract #: 1209776 S27-JUN-19
 Date: 08-AUG-2019
 Prepared by: Donna Peterson / US Subscription

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1737 MAIN ST
 COLUMBIA SC 29201
 UNITED STATES

Contact: SYLVIA WHITE
 Email: sylvia.white@columbiasc.gov

CONTRACT SUMMARY

Contract Period: 26-OCT-2019 - 25-OCT-2020

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	75,315.30	6,026.22	81,340.52
Total	75,315.30	6,026.22	81,340.52

Annualized Contract Value: 75,109.52

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor") (referred to as the "US Communities Agreement #18220"). **NOTICE** Please note that effective with the billing cycle that commences, October 26, 2020, (60) days after the date of this quote, Kronos will be increasing your Monthly Service Fees by (4%). In addition, Kronos may automatically increase such Monthly Service Fees on each annual anniversary date of such increase without further notice.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

Signature: Teresa Wilson
 Name: Teresa Wilson
 Title: City Manager
 Date: 8/22/19

KRONOS INCORPORATED

Signature: Donna Peterson
 Name: DONNA PETERSON
 Title: Contract Admin IV
 Date: 8/26/19

APPROVED AS TO FORM

Donna Peterson
 City of Columbia, SC



Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
 Currency: USD
 Customer PO Number:

Quote Type: Subscription
 Customer: CITY OF COLUMBIA
 Solution ID: 6105391
 Contract #: 1209776 S27-JUN-19
 Date:
 Prepared by: Donna Peterson / US Subscription

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1737 MAIN ST
 COLUMBIA SC 29201
 UNITED STATES

Contact: ACCOUNTS PAYABLE
 Email:

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Subscription Software Service	WORKFORCE TELESTAFF BIDDING V6	1,030	26-OCT-2019	25-OCT-2020	366
2	Subscription Software Service	WORKFORCE TELESTAFF CONTACT MANAGER V6	1,030	26-OCT-2019	25-OCT-2020	366
3	Subscription Software Service	WORKFORCE TELESTAFF ENTERPRISE V6	1,030	26-OCT-2019	25-OCT-2020	366
4	Subscription Software Service	WORKFORCE TELESTAFF GATEWAY MANAGER V6		26-OCT-2019	25-OCT-2020	366
5	Subscription Software Service	WORKFORCE TELESTAFF GATEWAY MGR V6 I/F TO WFC		26-OCT-2019	25-OCT-2020	366
6	Subscription Software Service	WORKFORCE TELESTAFF GLOBAL ACCESS V6	1,030	26-OCT-2019	25-OCT-2020	366
7	Subscription Software Service	WORKFORCE TELESTAFF INSTITUTION FOCUS V6	1,030	26-OCT-2019	25-OCT-2020	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	75,315.30	6,025.22	81,340.52



Quote#: Q-24925
Expires: 6/26/2019

RENEWAL ORDER FORM

Order Type: Renewal
Date: 7/17/2019

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USA
Bill To Contact:

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201 USA

Payment Terms: Net 30 Days
Customer PO Number:
Subscription Term: 12 Months
Billing Frequency: Annual
Billing Type: Advance

Currency: USD
Solution ID: 6109747

Contract Summary
Contract Period Start Date: 9/25/2019
Contract Period End Date: 9/24/2020

Total Price: USD 111,983.52

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 112,008.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

Q 199798

Quote#: Q-24925

Page 2 of 3

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE MOBILE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE EMPLOYEE V8 SAAS	12	1,350	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	2,450	USD 8,134.00	USD 97,583.52
WORKFORCE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	350	USD 0.00	USD 0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	200	USD 260.00	USD 3,120.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	200	USD 32.00	USD 384.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE MOBILE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	12	1	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	200	USD 908.00	USD 10,896.00
Total				USD 111,983.52

"Support Services are subject to applicable taxes, actual tax due will be reflected on the invoice."

THE CITY OF COLUMBIA

Signature: Teresa WilsonName: Teresa WilsonTitle: City ManagerEffective Date: 8/1/2019

Kronos Incorporated

Signature: Donna PetersonName: DONNA PETERSONTitle: Contract Admin IVEffective Date: 8/12/19

The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not

Quote#: Q-24925

Page 3 of 3

display as expected when displayed on your invoice. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term



REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374- 3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 11489688
Page: 1 of 2

Invoice Date: 15- AUG- 19
Due Date: 14- SEP- 19

TAX ID 04- 2640942

Please forward your remittance advice to cash- receipts@kronos.com

Bill To: 6105390
Attn: Accounts Payable
THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217

Ship To: 6109747
CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201

Solution ID: 6109747

Contact:
Email: accountspayable@columbiasc.net
Telephone Number:
Default Email: accountspayable@columbiasc.net

Sales Order Number:
Contract Number: 00174685
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SUBSCRIPTION SERVICES

Service	Quantity	Start Date	End Date	Days	Taxable	Amount
WORKFORCE MOBILE EMPLOYEE V8 SAAS	200	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
WORKFORCE EMPLOYEE V8 SAAS	1,550	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
WORKFORCE TIMEKEEPER V8 SAAS	2,650	25- SEP- 2019	24- SEP- 2020	366	YES	108,479.52
WORKFORCE MANAGER V8 SAAS	370	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	2,650	25- SEP- 2019	24- SEP- 2020	366	NO	3,120.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	2,650	25- SEP- 2019	24- SEP- 2020	366	NO	384.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	2,650	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
WORKFORCE MOBILE MANAGER V8 SAAS	20	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	1	25- SEP- 2019	24- SEP- 2020	366	NO	0.00
Subtotal						111,983.52

TAX SUMMARY

Tax Name	Tax Extended Amount
SOUTH CAROLINA SALES TAX	8,958.68

Invoice Number: 11489688

Page: 2 of 2

Invoice Date: 15- AUG- 19

Due Date: 14- SEP- 19

Tax Name	Tax Extended Amount
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INVOICE SUMMARY

Description	Total Price
Subtotal:	111,983.52
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	8,958.68
Grand Total	120,942.20

Dear Valued Kronos Customer,

Kronos is changing to e- mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e- mail box for billing purposes added to our system. This can be accomplished simply by you sending an e- mail to CustomerReg@Kronos.com requesting to change your billing preference to e- mail only. This message should also include: your company name, general AP e- mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

Go- Green! Go Paperless!

 CITY OF COLUMBIA Department of Procurement & Contracts **For Internal Use Only** We Are Columbia	Contact Number:	
	Procurement Officer:	
	Phone:	803.545.3470
	E-Mail Address:	
	Address:	1800 Main St., 2 nd Floor Columbia, SC 29201
PO Change/Modification Order Form		

Routing Date: 7 / 10 / 2019DESCRIPTION: WM 4479 Elmhurst

Form must be completed for all requested changes/modifications greater than \$100.00.

DEPARTMENT NAME AND REQUESTOR: Engineering / Construction ManagementCONTRACTOR'S NAME AND ADDRESS: Lake Murray UtilitiesPURCHASE ORDER NUMBER (if applicable): P175431 CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

☒ Purchase Order Increase☐ Purchase Order Decrease☒ Project Contingency Funds Utilized - Amount: \$ 52,808.00☐ Change to Contract Scope of Work☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)☐ Other ChangeBrief Explanation/Justification: See AttachedRequested Amount of PO Increase Decrease: \$ 71,896.25 Current PO amount/total: \$ 580,888.00Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)Funding/Account Info for Change Order: ORG Same OBJ Same (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: Dyann J. Greene

(Signature)

Engineering Administrator

(Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval: Chris E. [Signature]

(Signature)

Asst. City Manager

(Title)

**Route this form to the Procurements & Contracts Department

For Director of Procurement & Contracts Approval: City Manager Approval Needed

Yes or NoRecommend for Approval: Shannon Lizewski

(Signature)

9/16/2019

(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 (COC 2/12/19 Updated)



CIP #WM4479
New 6" Water Main Replacement along
Elmhurst Road, Parkside Drive Coles Road
and Johnson Avenue (Service Renew)

Change Order # 1 (Final)
PO# P175431
July 2, 2019

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and Lake Murray Utility Company, Inc. (Contractor) is requested due to (unforeseen) conditions requiring additional work to complete this Contract. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This change order is due to (unforeseen) conditions as follows:

Item #2: The installation of an additional 600' of 6" Water Main along Sunset Drive to the Intersection of Sunset Drive and Abington Road due to the need to connect the New 6" Water Main to an existing water main 6" or larger, to close the loop of the New Water System on Sunset Drive. Please note that the as-built data along Sunset Drive and Margrave Road was not available to verify tie-in locations. Also a New 12"x6" had to be added to connect the New 6" Water Main to the Existing Water System.

Item #6: The addition of a Fire Hydrant at the intersection of Avondale Drive and Elmhurst Road to provide Fire Protection for this area.

Item #7: The addition of two (2) 6" Gate Vales at the intersection of Margrave Road and Sunset Drive for future expansion of the new Water System.

Item #8: The Quantity adjustment for the amount of In-Place Abandonment of Existing 2" Water Mains. The additional Existing 2" Water Mains abandoned were located along Palmetto Avenue, Coles Road and Sunset Drive where the additional Water Services were renewed and the New 6" Water Main was installed.

Items #12a, #12b, #12c, #12d, & #12e: The addition and deductions of Water Service Renewals along Elmhurst Road, Avondale Drive, Parkside Drive, Coles Road, and Sunset Drive to match existing field conditions. In addition, other Water Service renewals were required along Coles Road and Palmetto Avenue to allow for the abandonment of the Existing 2" Water Main along Sunset Drive, Avondale Drive, and Elmhurst Road.

Item #13: The Quantity adjustment for the amount of Remove & Replace Asphalt used for the Project, based on the amount turned in on the Tickets.

Item #14: The Quantity adjustment for the amount of Excavatable Flowable Fill used for the Project, based on the amount turned in on the Tickets.

Funding Source: WM3001

Additions

Item #2 6" Ductile Iron Pipe (Sunset Drive) 600 LF @ \$72.00	\$ 43,200.00
Item #6 New Fire Hydrant 1 EA @ \$4,000.00	\$ 4,000.00
Item #7 6" Gate Valve 2 EA @ \$1,000.00	\$ 2,000.00
Item #8 In-place Abandonment Exlst. 2" Water Main w/Caps 2 LS @ \$2,500.00	\$ 5,000.00
Item #12a Short Side Water Service (1") - 10 @ \$1,000.00 EA	\$ 10,000.00
Item #12b Long Side Water Service (1") 13 EA @ \$2,200.00	\$ 28,600.00
Item #12c Long Side Water Service (2") 1 EA @ \$2,500.00	\$ 2,500.00
Item #13 Remove and Replace Asphalt 140.73 TONS @ \$225.00	\$ 31,664.25
New Item 12"x6" Tapping Sleeve and Valve (w/Box & Cover) 1 EA @ \$7,500.00	\$ 7,500.00
TOTAL ADDITIONS:	\$ 134,464.25

Deductions

Item #12d Short Side Water Service (1") 2 EA @ \$1,000.00	\$ 2,000.00
Item #12e Long Side Water Service (1") 2 EA @ \$2,200.00	\$ 4,400.00
Item #14 Excavatable Flowable Fill (200 psi) 24 CY @ \$140.00	\$ 3,360.00
TOTAL DEDUCTS:	\$ 9,760.00

TOTAL CHANGE:	\$ 124,704.25
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Proposed Change and Basis for Payment:**Owner's Contingency Allowance**

Original Allowance Total:	\$ 52,808.00
Previous Change Orders:	\$ 0.00
This Change (Decrease):	\$ 52,808.00
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Price:	\$ 528,080.00
Previous Change Orders:	\$ 0.00
This Change:(Increase)	\$ 124,704.25
Revised Contract Price:	\$ 652,784.25

Contractual Completion Date:

Notice to Proceed: 12/19/2018

Scheduled Completion Date: 7/15/2019

This Change is Acceptable:

Lake Murray Utility Company, Inc.

By:

R. Jennings Parker

Title:

President

Recommended for Approval:

W. H. 99
Alan Cockrell

Utility Construction Inspector

Recommended for Approval:

J. H. Jeffers
Joff Jeffers

Sr. Utility Construction Inspector

Recommend for Approval:

Michael F. Sheu
Michael F. Sheu, P.E.

Asst. City Engineer for Engineer Const.

Approval of Change w/ Date:

Ms. Teresa Wilson

APPROVED AS TO FORM

Doreen L. Hefner

Legal Department City of Columbia, SC

Lake Murray Utility Company, Inc.

P.O. Box 1089

Chapin, SC 29036

Add

Item # 2 – Six Hundred Feet 6" DIP @ \$72 – for a total of \$43,200

Item # 6 – 1 New Fire Hydrant @ \$4000 EA – for a total of \$4000

Item # 7 – Two 6" Gate Valve @ \$1000 EA – for a total of \$2000

Item # 8 – Two In-place Abandonment Existing 2" Water Main w/Caps @ \$2,500 – for a total of \$5,000

Item # 12 a – 10 Short Side Water Service (1") @ \$1,000 – for a total of \$10,000

Item # 12 b – 13 Long Side Water Service (1") @ \$2200 – for a total of \$28,600

Item # 12 c – 1 Long Side Water Service (2") @ \$2500 – for a total of \$2500

Item #13 – 140.73 Remove and Replace Asphalt @ \$225.00 Tons – for a total of \$31,664.25

New Item – 1 12"x6" Tapping Sleeve and Valve (w/Box & Cover) @ \$7,500 – for a total of \$7,500

For a total Add of \$134,464.25

Deduct

Item # 12 d – 2 Short Side Water Service @ \$1000 EA – for a total of \$2000

Item # 12 e – 2 Long Side Water Services @ \$2200 EA – for a total of \$4400

Item # 14 – 24 CY Excavatable Flowable Fill (200 psi) @ \$140 CY – for a total of \$3360

For a total Deduct of \$9,760.00

For a total Addition of \$124,704.25

CONTRACT

City of Columbia, South Carolina

WM4480

2" – 6" Water Main Upgrades Wildwood Subdivision Phase 1 (MPP)

Bid # 011-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **DS Utilities, Inc.** with legal address and principal place of business at **1644 Holy Trinity Church Road, Little Mountain SC, 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) 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 **One Hundred Thirty-Four Thousand, Nine Hundred Forty Dollars and sixty-one Cents (\$134,940.61)**.

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 Bond and Payment Bond.

9.2.6 Special Provisions.

9.2.7 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding", all of the of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9 Permits.

9.2.9 Drawings, numbered 1 through 8 inclusive and dated 3/5/2019.

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

9.2.11 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

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

DS utilities Inc.

BY



(CORPORATE SEAL)

Attest



Address for giving notices:

DS utilities Inc.1644 Holy Trinity Church Rd.Little Mountain SC 29075

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

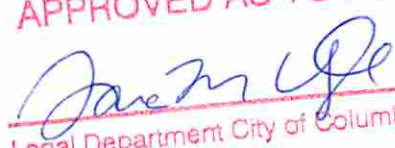
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 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

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Event Number	BID 011-19-20-LAG	Organization	City of Columbia, SC
Event Title	2"-6" Water Main Upgrades Wildwood Sub	Workgroup	Purchasing
Event Description	Pre-Bid Meeting is scheduled for August 1, 2019	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	7/23/2019 11:51:02 AM (ET)	Phone	
Close Date	8/22/2019 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DS Utilities Inc	Little Mountain	SC	8/22/2019 02:31:43 PM (ET)	1	\$134,940.74
Carolina Tap & Bore, Inc.	West Columbia	SC	8/22/2019 11:51:57 AM (ET)	1	\$146,190.00
Stutts & Williams, LLC	Lexington	SC	8/22/2019 10:09:36 AM (ET)	1	\$225,488.00
North American Pipeline Manag	Marietta	GA	8/22/2019 02:41:08 PM (ET)	1	\$258,065.40
LAD Construction, LLC	Swansea	SC	8/22/2019 01:55:21 PM (ET)	1	\$260,550.00
G H Smith Construction, Inc	Columbia	SC	8/22/2019 10:16:02 AM (ET)	1	\$334,625.00

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: August 23, 2019

SUBJECT: PROJECT: BID#011-19-20-LAG 2" - 6" Water Main Upgrades Wildwood Subdivision Phase 1 (WM4480)

Bids for this project were opened publicly at 3:00 p.m., August 22, 2019 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is DS Utilities, Inc. of Little Mountain SC, at \$134,940.61.

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

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

Thank You.

Review Approved: _____

Juliet Nelly
Juliet Nelly, Compliance Administrator

DATE: _____

08/27/19

Bid No.: 011-19-20-LAG 2" – 6" Water Main Upgrades Wildwood Subdivision Phase 1 (WM4480)
MPP

Page 32 of 57

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
Patriot Construction 103 Weir Dr. Columbia Sc	Ted McDaniel 803 513 5794	Installation	120,600 -	89 %	SBE	No
				%		
				%		
				%		
				%		

TOTAL: \$ 120,600 -

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

Business Name:

DO Utilities Inc.

Representative Name / Title:

C. Wayne Rye / PM.

Date:

8-22-19



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: August 22, 2019 Project Number: WM4480
Mentor: DS Utilities, Inc. Project Name: 2"-6" Water Main Upgrades
Protégé: Patriot Construction Duration of the Project: 6 months
Project Contract Amount: 134,940.⁷⁴ Protégé Amount: 120,000 -

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.

*Protégé will do 100% of install construction.
Mentor will coordinate pre-construction conf. and help with Billings and meetings*

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.*

will increase Protégé experience completing work with the City

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.*

Increased experience working directly with Inspectors and engineers.



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Compliance Division
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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:

Provide on-site and management. Billing.

Protégé:

Conduct all on-site construction and subcontractor interaction.

Subcontractors:

Patriot will pay and manage any subs. None anticipated

Special Arrangements:

None

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Management, meeting, Billing.

b. Description of Protégé's responsibilities on project:

On-site construction at the project.

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

management and any problem solving.

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

3 months.



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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?

Monthly meeting on site to discuss Billings and any problems.
or as needed.

8. What are the team's specific, quantitative goals and milestones for the current project?

Complete Project on time within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

monthly around the 25th of the month.

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

Project will be invoiced monthly. Protege will receive payment within 10 days of payment to mentor.



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Phone: 803-545-3049 Fax: 803-545-4130

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
None Anticipated.						

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: 120,600 -

Percentage of Contract: 89 % (Minimum of 20% of total contract amount is required)



We Are Columbia

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Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

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 Utilities (Mentor Firm) this 22 day of Aug, 2019.
Corporate SEAL

By: C. M. M.
Title: P. M.

ATTEST:
By: Katherine Seiler
Title: Office Manager

EXECUTED by Patriot Construction Co., Inc. (Protégé Firm) this 22nd day of August, 2019.
Corporate SEAL
By: [Signature]
Title: President

ATTEST:
By: Joseph R. Mayson
Title: Office Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 27 day of August, 2019.

By: Juliet McElly
Title: Compliance Administrator

Moore, Erika

From: Winburn, David M
Sent: Monday, August 26, 2019 9:28 AM
To: Grice, Latisha A; Nelly, Juliet M
Cc: Bolling, Andrea R
Subject: RE: BID #011-19-20-LAG 2"-6" Water Main Upgrades Wildwood Subdivision Phase 1 (WM4480)

The apparent low Bidder for the Wildwood Subdivision Phase 1 (WM4480) is DS Utilities, Inc. The Engineering Department supports moving forward with DS Utilities, Inc. of SC, assuming they meet all other City requirements.

Thanks, David Winburn



David Winburn
Senior Civil Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

David.Winburn@ColumbiaSC.gov

Phone: (803) 376-3059

Cell: (803) 429-8702

ColumbiaSC.gov

From: Grice, Latisha A
Sent: Friday, August 23, 2019 4:47 PM
To: Winburn, David M <David.Winburn@columbiasc.gov>; Nelly, Juliet M <Juliet.Nelly@columbiasc.gov>
Subject: BID #011-19-20-LAG 2"-6" Water Main Upgrades Wildwood Subdivision Phase 1 (WM4480)

Greetings,

To: Compliance: Please see the attached documents for Bid 011-19-20-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

Not everything that is faced can be changed, but nothing can be changed until it is faced.

-- James Baldwin

Black & Veatch Corporation
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements



AGREEMENT FOR PROFESSIONAL SERVICES

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

PURPOSE – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Black & Veatch, (hereinafter referred to as the “Consultant”), to evaluate improvements and provide technical consulting services/support to the City of Columbia within the Upper Wildcat Tributary Creek Tributary Watershed and Yorkshire subdivision.

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

1. **SCOPE OF SERVICES** – (See Exhibit A) 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.
2. **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.

Black & Veatch Corporation
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Infrastructure Evaluation and Improvements

3. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution; November 20, 2019, or of a *Notice to Proceed* for an initial term of eleven (11) months ending October 20, 2020, at the mutual pleasure of both parties.

The decision whether to extend the Agreement up to 1 year, 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.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

5. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Ninety-Five Thousand, One Hundred Dollars and No/100 (\$195,100.00).

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.

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Infrastructure Evaluation and Improvements

C. Invoicing Procedure (See Exhibit E)

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 F)

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 been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien

Black & Veatch Corporation
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

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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SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>20</u>	%
LSA	<u>N/A</u>	%

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

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

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

Black & Veatch Corporation
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

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 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

Black & Veatch Corporation
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

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 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

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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

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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 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

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conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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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.

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:

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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

Name of Firm

Name: Black & Veatch Corporation
Title: Consultant
Address: 201 Brookfield Parkway
Suite 150
Greenville, SC 29607
Phone: (864) 643-9164
Fax: N/A
Email: osbornerr@bv.com

16. CONSENT DECREE - Non-Applicable

- A. **(Non-Applicable)** - 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. **(Non-Applicable)** - 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").

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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. **(Non-Applicable)** - 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 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. **(Not Applicable)** - 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

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reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. **(Not Applicable)** - The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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.

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- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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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.

- 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 below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness **Teresa Wilson, City Manager** **Date:** _____

NAME OF FIRM

William J. Wells, PE
Associate Vice President *William J. Wells* **Date:** 8/21/2019
Print: Name/Title **Signature**

Recommended by:

 _____ Joseph D. Jaco, P.E., Director of Utility Operations	_____ Date
 _____ Clint Shealy, P.E., Assistant City Manager for Columbia Water	_____ Date
 _____ Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts	_____ Date

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

**Black & Veatch Corporation
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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Subconsultant Business Information

Exhibit E – Invoicing Procedure

Exhibit F – Prompt Payment Affidavit

Exhibit G– Mentor Protégé Program Implementation Plan

Exhibit H – Location Map

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SD8468
Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

Project Description: The purpose of the project is to evaluate improvements and provide technical consulting support to the City of Columbia within the Upper Wildcat Creek Tributary watershed and Yorkshire subdivision. The Yorkshire subdivision was annexed into the City of Columbia from Richland County with the exception of stormwater assets and maintenance responsibilities. There have been recurrent issues, such as sinkholes, along an existing storm drainage line in the Yorkshire Subdivision. The stormwater drainage system also has multiple sanitary sewer conflicts. Therefore, the City has requested an evaluation of the existing stormwater infrastructure within the Upper Wildcat Creek Tributary watershed.

The proposed scope of work being requested includes but is not limited to the following items:

- An evaluation of the existing failing 60" and 72" CMP stormwater network within the Yorkshire subdivision located between the properties at 6248 and 6300 Cloverdale Drive and along the back of properties at 6229, 6239, and 6249 Yorkshire Drive, and between the properties at 6221 and 6229 Yorkshire Drive as shown in Figure No. 1.
- Provide preliminary design, final design, permitting, bidding assistance, and construction phase services for the proposed improvements to the existing failing Yorkshire subdivision 60" and 72" CMP stormwater network.
- An evaluation of the hydrology for the Upper Wildcat Creek Tributary watershed, within the project area shown in Figure No. 1, to the outfall into the existing stormwater pond located north of Hampton Wood Way.
- An evaluation of the hydraulic loading on the stormwater system draining the Upper Wildcat Creek Tributary watershed within the project area shown in Figure No. 1.
- Provide conceptual design alternatives for the evaluated improvements to the stormwater infrastructure within the Upper Wildcat Creek Tributary watershed.

Key Consultant personnel include:

- Project Manager: Robert Osborne, P.E.
- Design Task Manager: Andrew Smith, P.E., CFM
- Construction Task Manager: Chad Walters, P.E.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing CECS as our Protégé.

Work shall begin upon execution of this Task Order. Any work requested by the City that is not

included in the items listed below shall be classified as Supplemental Services.

Consultant will provide the following specific tasks to perform the Project:

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, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

- a. Participate in design review and construction progress meetings with the City as outlined.
- b. Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City.
- c. Provide a detailed project schedule within one week of execution of the Task Order.
- d. Plan and perform project quality control and quality assurance.
- e. Provide monthly progress reports.
- f. Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- g. Project Administration is assumed to terminate at the completion of Task 700. If additional work is required outside of current scope, Project Administration activities may be extended.

120. Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the City's staff. Progress meetings include:

- a. Kickoff meeting.
- b. Level 1 Design (30%) review meeting:
 - This meeting will be held to review proposed design improvements for the existing failing 60" and 72" CMP stormwater network within the Yorkshire subdivision. Design alternatives will be presented to the City in a PowerPoint presentation provided by Consultant. Consultant will provide a copy of the PowerPoint presentation to the City for their use in meetings with Richland County and City of Columbia city council.
- c. Level 2 Design (60%) review meeting:
 - This meeting will be held to review Level 2 (60%) design documents for the existing failing 60" and 72" CMP stormwater network improvements within the Yorkshire subdivision.

- This meeting will also be held to review preliminary findings for the Upper Wildcat Creek Tributary watershed infrastructure evaluation.
- d. Level 3 Design (90%) review meeting:
 - This meeting will be held to review proposed improvements for the Upper Wildcat Creek Tributary watershed stormwater infrastructure. Improvement alternatives will be presented to the City in a PowerPoint presentation provided by Consultant. Consultant will provide a copy of the PowerPoint presentation to the City for their use in meetings with Richland County and City of Columbia city council.
 - This meeting will also be held to review Level 3 (90%) design documents for the existing failing 60" and 72" CMP stormwater network improvements within the Yorkshire subdivision.
- e. One (1) pre-bid meeting.

130. Project Management and Coordination with the City

- a. Consultant will communicate with the City through a single point of contact, Consultant's Project Manager.
- b. Consultant will provide documentation of project progress, data, decisions, deliverables, design and management of the project.
- c. Consultant will adhere to and update schedule as shown in Exhibit C.
- d. Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140. Public Outreach

Consultant will provide public relations for this project to include:

- a. Consultant will attend up to two (2) public drop-in meetings that will occur at approximately the Level 3 Design (90%) milestone. Public drop-in meetings will be used to present the Yorkshire subdivision 60" and 72" CMP stormwater network design improvements and the Upper Wildcat Creek Tributary existing stormwater infrastructure conceptual design alternatives.
- b. Consultant will use the City customer database to help the City identify and notify customers in the project area by using mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- c. Consultant will prepare all displays and handouts needed for the meeting(s).

150. Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia Mentor-Protégé Program:

- a. Consultant will continue the existing Mentor-Protégé Agreement with CECS.

- b. Consultant will update the existing Mentor-Protégé Business Plan per the “City of Columbia Mentor-Protégé Program Guidelines.”
- c. The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- d. CECS will attend design review meetings as directed by the City or Consultant. This is assumed to include three (3) design review meetings.
- e. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- f. Document and maintain copies of communications between the Mentor and the Protégé.
- g. Prepare and submit a quarterly report form to the City of Columbia’s Office of Business Opportunities.

TASK 200 – PRELIMINARY PLANNING, INVESTIGATION, AND ALTERNATIVE ANALYSIS

210. General Data Collection, Field Recon and Coordination

- a. Consultant will coordinate with the City to obtain existing storm drainage survey data for the Upper Wildcat Creek Tributary project area.
- b. Consultant will request FEMA FIS model and mapping information for the Upper Wildcat Creek Tributary watershed project area from FEMA. All associated fees required to obtain the FEMA FIS model and mapping information shall be the City’s responsibility.
- c. Consultant will coordinate with the City to obtain drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- d. Consultant will coordinate with the City to obtain existing utility mapping in the project area.
- e. Consultant will obtain county tax map records for identifying property potentially affected by the project.
- f. Consultant will obtain SCDOT and City maps for road and street right-of-way information.
- g. Consultant will contact other utilities in the area as determined from field observation for mapping and location information that may impact the project area. It is assumed that these utilities will field locate their infrastructure within Ten (10) business days.
- h. Consultant may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible stormwater and/or sewer line routing alternatives in a table top type route analysis.
- i. Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted in the Upper Wildcat Creek Tributary project area. Observations during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with design alternatives.
 - Field survey activities provided in Task 300.

220. Conceptual Design

a. Yorkshire Subdivision Existing Failing 60" and 72" CMP Stormwater Network Evaluation and Design Parameter Selection.

Upon completion of Task 210, Consultant will investigate options for improving the existing failing 60" and 72" CMP stormwater network within the Yorkshire subdivision shown in Figure No. 1. The primary driver and performance criterion for the improvements will be eliminating erosion, removing sanitary sewer conflicts, and flood relief.

Consultant will proceed with alternative analysis including the following alternative approaches. It is assumed that a total of four (4) alternatives will be evaluated. These alternatives will evaluate stormwater network capacity and anticipated flooding for a range of design storms, including the 2-, 5-, 10-, and 25-year events. Additional events and/or additional alternatives can be developed and evaluated as an additional service. The assumed alternatives include:

- An approach that includes removing and replacing sections of the existing failing 60" and 72" CMP stormwater network. This approach will include evaluating upsizing the pipe within the network to provide additional conveyance capacity.
- An approach that includes rerouting the existing failing 60" and 72" CMP stormwater network. This approach will include evaluating upsizing the pipe within the network to provide additional conveyance capacity.
- An approach that evaluates the use of cementitious and polymer linings to repair the existing failing 60" and 72" CMP stormwater network.
- An approach that includes a hybrid of the alternatives listed above (remove and replace, reroute, and cementitious and polymer lining repair).

b. Upper Wildcat Creek Tributary Stormwater Infrastructure Evaluation, Alternative Analysis, and Design Parameter Selection.

Upon completion of Task 210, Consultant will evaluate options for drainage improvements in the Upper Wildcat Creek Tributary watershed project area shown in Figure No. 1. The existing stormwater infrastructure evaluation will include a hydrologic and hydraulic analysis to determine capacity within the stormwater network. Consultant will create an XP-SWMM model of the watershed bordered by Kings Grant Drive to the north, the Fort Jackson Military Reservation to the east, Leesburg Road to the south, and Garden Springs Road to the west. The Upper Wildcat Creek Tributary watershed project area is included in Figure No. 1. The hydrologic and hydraulic model will be developed to establish baseline flooding conditions in the stormwater network. Hydrology from the effective FEMA FIS model will be acquired, reviewed for accuracy, and modified, if necessary. The hydraulic model from FEMA's FIS will also be acquired, reviewed, and supplemented with additional cross sections and data, as necessary, to provide sufficient detail in key areas. No existing models are known to be available for the closed storm sewer system.

Therefore, these models will be created using storm drainage structure survey data, available LiDAR data, and other readily available GIS layers. The primary driver and performance criterion will be improving stormwater conveyance capacity and flood relief.

Consultant will proceed with alternative analysis including the following alternative approaches. It is assumed that a total of three (3) alternatives will be evaluated. These alternatives will evaluate stormwater network capacity and anticipated flooding for a range of design storms, including the 2-, 5-, 10-, 25-, and 100-year events. Storm events will be evaluated using 2-D modeling and the XP-SWMM model developed by Consultant. Additional events and/or additional alternatives can be developed and evaluated as an additional service. The assumed alternatives include:

- A traditional street and yard drainage approach that includes primarily stormwater inlet and conveyance capacity.
- An approach that more heavily relies upon Green infrastructure to provide small-storm capture and attenuation.
- Another possibly hybrid approach that will be developed after field investigations or in conversation with City staff.

230. Regulatory Review

- a. Consultant will review regulatory impacts of each alternative for consideration during alternative analysis.
- b. Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to identify any potential permitting and notification actions required.
- c. Potential agencies include:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - South Carolina Department of Transportation

240. Preliminary Utility Coordination

- a. Consultant will coordinate with and consider utilities in the project area.
- b. Utility conflicts and potential relocations will be highlighted for consideration during the Yorkshire subdivision 60" and 72" CMP stormwater network improvements evaluation and the Upper Wildcat Creek Tributary watershed existing stormwater infrastructure evaluation and conceptual design alternative analysis. Consultant will schedule coordination meetings with utilities as needed to review and discuss conflicts within the project areas.

250. Establishing Design Criteria

- a. Decision factors for the Yorkshire subdivision 60" and 72" CMP stormwater network improvements and the Upper Wildcat Creek Tributary watershed existing stormwater infrastructure improvements alternative analyses will be developed by the Consultant for review by the City. Possible evaluation factors include; cost, constructability, availability of alignments, access for maintenance, public impact, permitting, potential Water Quality improvements, utility and other relevant factors as to provide recommendations for the most economical and reliable solutions for the Yorkshire subdivision and Upper Wildcat Creek Tributary watershed project areas.
- b. Consultant will assume design criteria for the new stormwater facilities should generally be in accordance with SCDHEC regulations, City of Columbia standards, permitting requirements, and standard civil engineering practices.

260. Opinion of Probable Construction Cost and Schedule

- a. Consultant will prepare planning level opinion of probable construction cost for the proposed Yorkshire subdivision 60" and 72" CMP stormwater network improvements in Task 220a. In addition, Consultant will review the opinion of probable construction costs within the Richland County Yorkshire Subdivision Engineer's Report Memo dated December 8, 2017.
- b. Consultant will prepare planning level opinion of probable construction cost for the proposed Upper Wildcat Creek Tributary watershed existing stormwater infrastructure improvement alternatives in Task 220b.
- c. Consultant will provide an anticipated project schedule for the proposed Yorkshire subdivision 60" and 72" CMP stormwater network improvements in Task 220a.
- d. Consultant will provide an anticipated project schedule for each proposed Upper Wildcat Creek Tributary watershed existing stormwater infrastructure improvement alternatives in Task 220b.

270. Yorkshire Subdivision Existing Failing 60" and 72" CMP Stormwater Network Improvements Review Meeting

- a. Consultant will prepare a 60" and 72" CMP Stormwater Network Improvements PowerPoint presentation including the findings and recommendations for each proposed improvement.
- b. 60" and 72" CMP Stormwater Network Improvements PowerPoint presentation will be presented to the City by Consultant at the Level 1 Design (30%) review meeting.
- c. Following the Level 1 Design (30%) review meeting, the City will notify Consultant in writing which design alternative they have selected. Consultant will then proceed with design. Changes to the design selection following this written notification may result in additional services to be negotiated.

280. Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure Alternative Analysis Review Meeting and Technical Memorandum

- a. Consultant will prepare an Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure Alternatives Analysis PowerPoint presentation including the findings and recommendations for review and comment by the City.
- b. Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure Alternatives Analysis PowerPoint presentation will be presented to the City by Consultant at the Level 3 Design (90%) review meeting.
- c. Following the Level 3 Design (90%) review meeting, the City will notify Consultant in writing which design alternative they have selected. Consultant will then prepare an amendment to this agreement to produce design documents and provide construction phase services for the selected Upper Wildcat Creek Tributary watershed stormwater infrastructure improvement alternative. Changes to the design selection following this written notification may result in additional services to be negotiated.
- d. Consultant will prepare a final Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure Alternatives Analysis PowerPoint presentation as part of this Scope which incorporates the City's comments and the chosen improvement alternative for the project area. Consultant will provide the City with a copy of the final PowerPoint presentation for use in meetings with Richland County and City of Columbia city council.
- e. Consultant will prepare and provide to the City a Technical Memorandum documenting the Upper Wildcat Creek Tributary watershed stormwater infrastructure evaluation and selected improvements.

TASK 300 – SURVEY AND UTILITY MAPPING

310. GIS Data

Consultant will work with City to ensure that all necessary GIS information is available and accessible to the Consultant. It is anticipated that the majority of required information is already held by the City.

320. Survey Data

- a. As a part of Task 220, Consultant shall conduct a reconnaissance level field survey evaluation for the Upper Wildcat Creek Tributary watershed project area to characterize existing site conditions that may impact constructability. In addition, a field survey will be performed by Consultant's sub-consultant within the Yorkshire subdivision existing failing 60" and 72" CMP stormwater network project area to determine existing site conditions. This scope does not include a field survey of the entire Upper Wildcat Creek Tributary watershed project area.
- b. Consultant shall coordinate with City and obtain permission from property owners to access private property prior to conducting survey. Consultant may send survey

notification letters or contact property owners directly to obtain permission to access owner's property.

- c. All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- d. Horizontal datum shall be: SC State Plane Coordinates NAD83
- d. Vertical datum shall be: NAVD 88
- e. The surveyor will complete field surveying within the Yorkshire subdivision 60" and 72" CMP stormwater network project area. All relevant visual or physical features within the project area 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. Surveyor shall recover existing horizontal control monuments and establish GPS control points within the project area. Surveyor shall survey and locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area. Surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings within the project area. Significant rock outcroppings shall be identified.
- f. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Wetlands are not anticipated for this project area. If wetlands are identified, wetland delineation services may be provided as an additional service.
- g. Consultant's surveyor shall locate and provide XYZ coordinates for existing sanitary and storm sewer manholes, existing sanitary and storm sewers (flowline at up and downstream ends), XYZ coordinates for other utilities within the survey extents including poles and aerial utilities. When elevation is not recoverable via traditional survey methods, it will be assumed the utilities themselves will provide location information. Where a pipe exits the survey area, flowline XYZ information will be provided at the next up- or down-stream manhole location.
- h. All underground utilities as identified and marked in the field by the local utility locating service shall be located by the survey. This shall include all electric, gas, water, cable, stormwater, sewer, fiber optics, and telephone service lines. Consultant shall 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 Consultant will, at a minimum, contact South Carolina 811 (PUPS).
- i. 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 surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- j. Identify the 100-year flood elevation within and immediately adjacent to the project corridor. This information shall be included in the electronic file and survey drawings.
- k. This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements.

330. Property Research and Easement Exhibits

- a. This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements.

TASK 400 – GEOTECHNICAL INVESTIGATION

Engineer will utilize existing geotechnical information available for the project site. In addition to the existing geotechnical information, the following geotechnical investigation will be performed by Engineer's sub-consultant, Bunnell-Lammons Engineering, Inc. (BLE).

410. Field Investigation

- a. As part of Task 220a, soil borings will be performed by Consultant's sub-consultant within the project area 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. A minimum of two borings will be performed as part of the geotechnical investigation.
- b. 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. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- c. Sub-Consultant will obtain all permits required to conduct investigation on public right-of-way. City will obtain right of entry and investigation as required on private property.
- d. As a part of Task 220b, Consultant shall conduct a reconnaissance level geotechnical evaluation for the Upper Wildcat Creek Tributary watershed project area to characterize geotechnical and geological site conditions that may impact constructability.
- e. This agreement assumes no hazardous materials or soils are on-site. If hazardous materials or soils are identified, they may require an amendment to this scope.

TASK 500 – FINAL DESIGN FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60" AND 72" CMP STORMWATER NETWORK IMPROVEMENTS

Upon selection of a preferred design alternative for the Yorkshire subdivision 60" and 72" CMP stormwater network improvements in Task 220a, the project will proceed into Final Design. This scope does not include Final Design for the Upper Wildcat Creek Tributary watershed existing stormwater infrastructure evaluation included in Task 220b. Upon selection of a preferred design alternative, Final Design services for Task 220b may be added by amendment to this contract.

510. Roadway Coordination (City, Town, County, State, Federal)

- a. Consultant will contact and meet if necessary with City, County, State and Federal agencies to determine design parameters for construction of the new stormwater infrastructure improvements.
- b. Consultant will coordinate final design with the requirements of all roadway encroachment permits.

520. Utility Coordination

- a. Consultant will contact and meet if 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 construction of the new stormwater infrastructure improvements.
- b. Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530. Project Plans and Specifications

- a. It is anticipated that a single plan set will be developed that includes the Yorkshire subdivision 60" and 72" CMP stormwater network improvements.
- b. 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, 50-scale
 - For the Yorkshire subdivision 60" and 72" CMP stormwater network improvements, a total of 10 plan sheets are anticipated;
 - 5 - Cover, notes, legend and abbreviations, key map, demolition
 - 3 - Plan & profile sheets
 - 2 - Erosion control details, asphalt drive details, general details, traffic control
 - Consultant anticipates producing the construction drawings in AutoCAD.
 - 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.

- c. Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, one 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

- a. Consultant will contact and meet with City, County, State and Federal regulatory agencies to determine design parameters for construction of the improvements in accordance with regulatory requirements.
- b. This agreement assumes that the project will not impact USACE Jurisdictional Waters.
- c. Consultant will coordinate final design to comply with regulatory requirements.
- d. Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - South Carolina Department of Transportation

550. Opinion of Probable Construction Cost and Schedule

- a. Consultant will submit an opinion of the probable cost for project construction costs, contingencies, and other related items associated with the Yorkshire subdivision 60" and 72" CMP stormwater network improvements for the following:
 - Level 1 (30%) Design review meeting.
 - Level 2 (60%) Design review meeting.
 - Level 3 (90%) Design review meeting.
- b. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560. Design Reviews

- a. Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- b. After each Internal Technical Review, Consultant will provide the City copies of plans and specifications for the Project for review and approval at the Level 2 (60%) and Level 3 (90%) completion milestones. Consultant will meet with the City during these milestones to discuss the project and obtain input from the City. Following the review, Consultant will make revisions, to the greatest extent possible, 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 appropriate modifications to the construction documents.

- c. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the City for production during the bidding process.

TASK 600 – PERMITS AND PROPERTY FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60" AND 72" CMP STORMWATER NETWORK IMPROVEMENTS

610. Property and Right-of-Way Assistance

- a. This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements.

620. Permits

Due to the project location, it is assumed that no FEMA no-rise or other FEMA floodplain permitting will be required as part of this agreement.

- a. **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 the City of Columbia. Upon City approval of the Level 3 (90%) design documents, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the City of Columbia. The City is responsible for all fees associated with the NOI approval process.
- b. **Wetlands Permit:** This scope assumes no wetland delineation and no mitigation will be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary. Permit fees will be the responsibility of the City.
- d. **Roadway Encroachment Permits:** This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the City of the Level 3 (90%) design documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia 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. The City is responsible for all fees associated with the encroachment permit approval process (no fees are anticipated).
- e. **Railroad Permits:** This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary. Permit fees will be the responsibility of the City.

TASK 700 – BIDDING AND AWARD FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60" AND 72" CMP STORMWATER NETWORK IMPROVEMENTS

710. Bidding Assistance

- a. 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.
- b. It is assumed the duration of the Bid Period will be forty-five (45) days and that the City will distribute bid documents. An additional thirty (30) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.
- c. While a formal prequalification 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 construction contract.

TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60" AND 72" CMP STORMWATER NETWORK IMPROVEMENTS

810. General Administration of Construction Contract

- a. Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services phases, Consultant shall record all observations to the assigned construction management project coordinator. Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - As City's representative for the duration of the construction Contract, all communications to and from the contractor shall go through the City Construction Coordinator. On behalf of the City, Consultant will administer the construction

- contract, respond to Contractor's correspondence, and issue instructions from the City;
- Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - One (1) pre-construction meeting.
 - Two (2) construction progress meetings.

820. Submittal & Pay Application Review

- a. **Shop Drawing Review:** Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.
- b. **Request for Information (RFI):** Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- c. **Preparation of Design Clarifications:** A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the City. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- d. **Testing Results:** Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- e. **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the City for payments due to Contractor.

830. Change Management

- a. **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City Engineer or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840. Completion Monitoring & Documentation

- a. **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- b. **Final Inspections:** Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in accordance to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850. Periodic Construction Observation

- a. **Construction Observation:** Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the City informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- b. This scope of services includes twelve (12) half day site visits for the purposes of Construction Observation.

TASK 900 – FULL TIME CONSTRUCTION INSPECTION FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60” AND 72” CMP STORMWATER NETWORK IMPROVEMENTS

Full Time Construction Inspection is not included in this scope.

TASK 1000 – PROJECT CLOSEOUT FOR YORKSHIRE SUBDIVISION EXISTING FAILING 60” AND 72” CMP STORMWATER NETWORK IMPROVEMENTS

1010. Record Drawings

Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City’s record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the City’s GIS system.

1020. Punch List and Final Inspection

See Task 840 of this agreement.

1030. O&M Submittals

At the conclusion of the project, Consultant will receive, review and transmit to the City with O&M manuals, guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

1040. Final Notice of Acceptability of the Work

See Task 840 of this agreement.

Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the City when the Consultant deems the work to be complete and acceptable.

1050. SCDHEC Permit to Operate

This scope assumes a SCDHEC Permit to Operate will not be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary.

TASK 1100 – ADDITIONAL SERVICES

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that the City might choose to add to the scope of services include, but are not limited to, the following items:

1. General:

- a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
- b. Security Assessments.
- c. Renderings or photo realistic drawings.
- d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

2. Environmental Assessment:

- a. Environmental assessment reports and/or environmental impact statements.
- b. Cultural resources and/or archaeological study and reports.
- c. Archaeological consultations regarding artifacts that may be uncovered during construction.

3. Testing:

- a. Quality control testing services during construction.
- b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

4. Hazardous Environmental Conditions:

- a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
- b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

5. Permitting Fees.

6. Property Acquisition Assistance.

7. Final Design and Construction Phase Services for the Upper Wildcat Creek Tributary watershed existing stormwater infrastructure evaluation in Task 220b.

8. Design and Construction Phase Services for improvements to existing open channels for conveyance of stormwater.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Provide all surveys, maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Provide access to public and private property when required in performance of the Consultant's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Consultant for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Consultant shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Consultant or a subcontractor of the Consultant).



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EXHIBIT C
COMPENSATION

City of Columbia
CIP # SD8468
Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$195,100.00. This includes \$39,060.00 of protégé tasks as well as \$11,000.00 of subconsultant tasks. Consultant, subconsultant, 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 # SD8468		
		Consultant	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	\$18,620	\$4,256	\$22,876
Task 200	Prelim Planning, Investigation, & Alt Anal	\$70,963	\$10,920	\$81,883
Task 300	Survey and Utility Mapping	\$2,565	\$5,000	\$7,565
Task 400	Geotechnical Investigation	\$693	\$6,000	\$6,693
Task 500	Final Design for Yorkshire Subdivision 60" and 72" CMP Stormwater Network Improvements	\$29,233	\$9,436	\$38,669
Task 600	Permits and Property for Yorkshire Subdivision 60" and 72" CMP Stormwater Network Improvements	\$2,341	\$4,144	\$6,485
Task 700	Bidding and Award for Yorkshire Subdivision 60" and 72" CMP Stormwater Network Improvements	\$1,387	\$0	\$1,387
Task 800	Engineering Services During Construction for Yorkshire Subdivision 60" and 72" CMP Stormwater Network Improvements	\$14,121	\$10,304	\$24,425
Task 900	Full Time Construction Inspection	-	-	-
Task 100	Project Closeout for Yorkshire Subdivision 60" and 72" CMP Stormwater Network Improvements	\$5,117	\$0	\$5,117
	Total of Contract			\$195,100
	% of Contract to Subconsultants			5.5%
	% of Contract to Protégé			20.0%

Exhibit D

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:

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
Civil Engineering Services, Inc. 200 Park Street Suite 201, Columbia, SC 29201 DUNS-960785772 CAGE-4L6V7	Theresa Hodge (803) 779-0311	Consulting	\$39,060.00	20.0%	DBE	Yes
Summit Engineering Group	Jim Longshore (864) 949-1111	Surveying	\$5,000.00	2.5%		
Bunnell-Lammons Engineering (BLE)	Bill Mathews (864) 288-1265	Geotechnical	\$6,0000.00	3.0%		

TOTAL:

\$50,060.00

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

Business Name: Black & Veatch

Representative Name / Title: Jeff Wells, P.E., Associate Vice President

Date: 6/11/2019

Black & Veatch
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

Invoicing Procedure: Exhibit E

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).

Black & Veatch
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

- 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.**

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Black & Veatch Corporation
SD8468 Upper Wildcat Creek Tributary Watershed Stormwater
Infrastructure Evaluation and Improvements

PROMPT PAYMENT AFFIDAVIT: Exhibit F

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



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: 6/11/2019

Project Number: SD8468

Mentor: Black & Veatch

Project Name: Upper Wildcat Creek
Tributary Watershed Stormwater
Infrastructure Evaluation and Imps

Protégé: Civil Engineering Consulting
Services, Inc.

Duration of the Project: 11 Months

Project Contract Amount: \$195,100.00

Protégé Amount: \$39,060.00

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

A formal subconsultant agreement will be signed between Black & Veatch and Civil Engineering Consulting Services, Inc (CECS) clearly defining the scope of work CECS is to provide including the contract amount and schedule. CECS's role in the project will be to primarily provide data collection, regulatory review, utility coordination, permitting, and construction observation services. A design kickoff meeting will be scheduled. B&V will advise CECS on additional supportive tasks (i.e. permit review, regulatory agency coordination).

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.*

This phase of the project includes evaluation, conceptual design, final design, and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. Both areas are identified as general goals for growth.



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

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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

Mentor: Key personnel includes Rob Osborne (Project Manager), Andrew Smith (Design Task Manager), and Chad Walters (Construction Task Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Theresa Hodge. CBSC currently has the equipment, materials, and insurance to perform the project.

Subcontractors: Summit Engineering Group will provide surveying services and Bunnell-Lammons Engineering (BLE) will provide geotechnical services. Both currently have the equipment, materials, and insurance to perform the work.

Special Arrangements: None required.

5. What scope of work to be performed by each participant of the MPP team?

- a. Description of Mentor's responsibilities: Provide evaluation and conceptual design, final design, and construction phase services for the recommended improvements for the subject areas; provide technical assistance during public outreach meetings; and provide project closeout services after construction is complete.



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Phone: 803-545-3049 Fax: 803-545-4130

b. Description of Protégé's responsibilities on project: Assist with data collection, field reconnaissance, regulatory review, utility coordination, permitting, and construction observation services.

c. Description of responsibilities that will be completed as a team: Evaluation of the existing stormwater network and preparation of design documents that will be used to advertise and bid the project for construction. During construction the team will work together to provide construction administration services.

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

Protégé will be utilized during final design, permitting, and construction phase administration.

Evaluation and Design Phase Administration - 4 Months

Preliminary Planning, Investigation, and Alternative Analysis - 2.75 Months

Survey and Utility Mapping - 3 Months

Geotechnical Investigation - 1 Months

Final Design - 3 Months

Permits and Property - 1 Month

Bidding and Award - 2 Month

Engineering Services During Construction - 3 Months

Project Closeout - 1 Months

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Review progress for each deliverable with project calls during all phases of the project.
Complete quarterly M-P reports.



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8. What are the team's specific, quantitative goals and milestones for the current project?

Goals include:

Evaluate the existing stormwater network and provide recommendations for improvements.
Deliver final design documents on-time and on budget.
Work together to permit the project with regulatory agencies.
Work together to provide construction administration services.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Project meetings with design team will include:

Kickoff meeting

Level 1 (30%) Design Review Meeting

Level 2 (60%) Design Review Meeting

Level 3 (90%) Design Review Meeting

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.

Invoice and payments to be made on a monthly basis.

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
Summit Engineering Group	884-948-1111	8801 Warren H Abernathy HWY, Spartanburg, SC 29301	Black & Veatch	\$5,000	No	2.5%



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Bunnell-Lammons Engineering (BLE)	884-288-1285	8004 Ponders Court, Greenville, SC 29605	Black & Veatch	\$8,000	No	3.0%

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: \$39,060.00 (\$0 contingency)

Percentage of Contract: 20.0% (Minimum of 20% of total contract amount is required)



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Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

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 Black & Veatch (Mentor Firm) this 14 day of June 2019.
Corporate SEAL

By: William J. Wells, P.E.
Title: Associate Vice President

ATTEST:
By: [Signature]
Title: PROJECT MANAGER

EXECUTED by CECS (Protégé Firm) this 13 day of June 2019.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: Director of Utilities

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 18 day of July, 2019.

By: Juliet Nelly
Title: Compliance Administrator NEW PROJECT

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:

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
Civil Engineering Services, Inc. 200 Park Street Suite 201, Columbia, SC 29201 DUNS-980785772 CAGE-4L6V7	Theresa Hodge (803) 779-0311	Consulting	\$39,060.00	20.0%	DBE	Yes
Summit Engineering Group	Jim Longshore (864) 949-1111	Surveying	\$5,000.00	2.5%		
Bunnell-Lammons Engineering (BLE)	Bill Mathews (864) 288-1265	Geotechnical	\$6,000.00	3.0%		

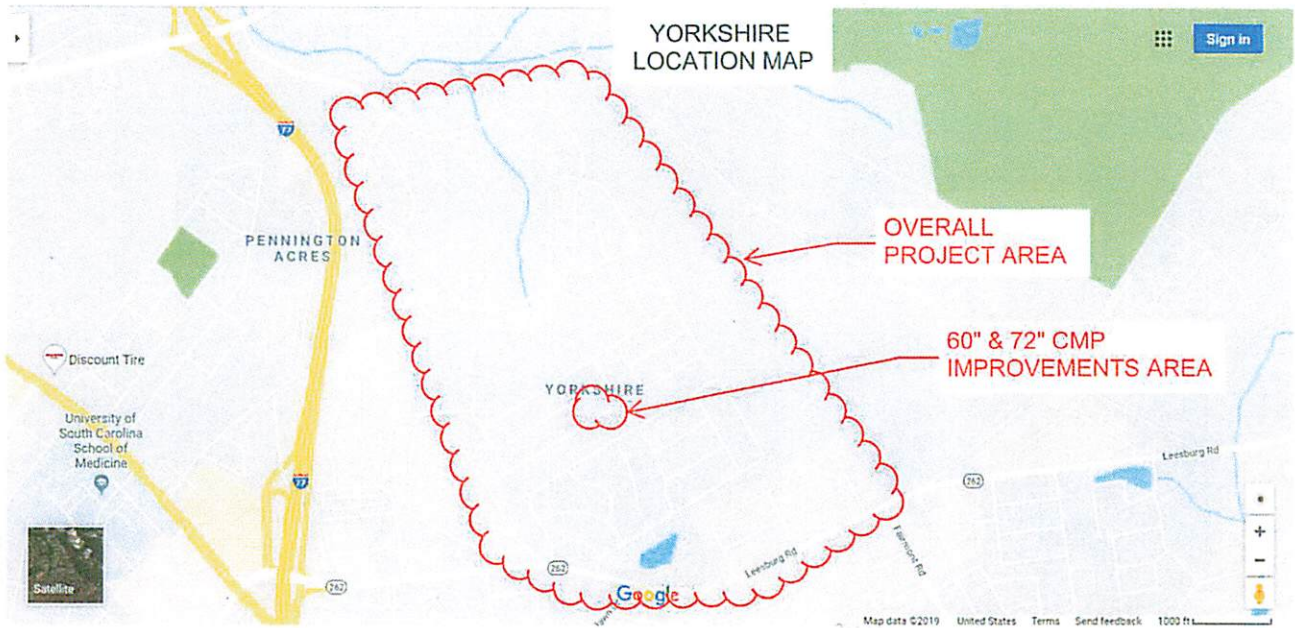
TOTAL:
\$50,060.00

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

Business Name: Black & Veatch

Representative Name / Title: Jeff Wells, P.E., Associate Vice President

Date: 6/11/2019



CONTRACT

City of Columbia, South Carolina

SR8052

5' Sidewalk Construction along Sulton and Maxcy Roads Re-Bid

Bid # 008-19-20-LAG

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, 29108**, 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 twenty (120)** 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 Nineteen Thousand, Two Hundred Sixty-Eight Dollars and Zero Cents (\$219,268.00)**.

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 Bond.

9.2.6 Payment Bond.

9.2.7 Part 15 "General Specifications" and Part 20 "Specification for Sodding, Fertilizing and Seeding" both of the City of Columbia's Engineering Regulations.

9.2.8 Location Map & Drawings.

9.2.9 SCDOT LPA Required Provisions.

9.2.9 Drawings, numbered 1 through 10 inclusive and dated 2/15/2016.

9.2.10 City of Columbia Encroachment Permit.

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 ADS Specialty Contractors Owner City of Columbia, SC

BY [Signature]

(CORPORATE SEAL)

Attest [Signature]

Address for giving notices:

1224 Two Notch Rd.
Lexington, SC 29073

Date: _____

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

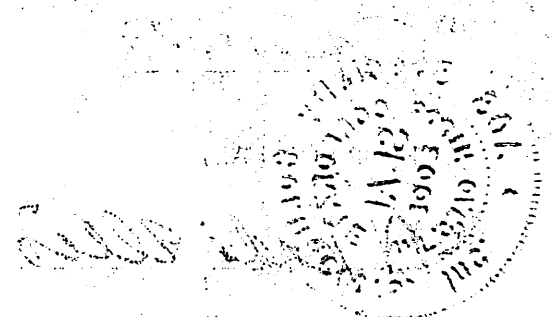
Date: _____

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

[Signature]
Legal Department City of Columbia, SC

[Handwritten signature]



[Handwritten signature]
[Handwritten signature]

MAJOR INFORMATION

[Handwritten signature]
[Handwritten signature]

Event Number	BID 008-19-20-LAG		Organization	City of Columbia, SC		
Event Title	5' Sidewalk Construction along Sulton and		Workgroup	Purchasing		
Event Description	A Pre-Bid Conference will be held on July 24		Event Owner	Latisha Grice		
Event Type	IFBs		Email	latisha.grice@columbiasc.gov		
Issue Date	7/18/2019 04:18:46 PM (ET)		Phone			
Close Date	8/8/2019 03:00:00 PM (ET)		Fax			
Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	REVISED Response Total
AOS Specialty Contractors, Inc.	Lexington	SC	8/7/2019 04:01:17 PM (ET)	1	\$199,018.00	\$219,268.00
L-J, Inc.	Cayce	SC	8/7/2019 03:37:09 PM (ET)	1	\$278,359.00	\$301,457.50
IPW Construction Group, LLC	North Charleston	SC	8/8/2019 01:20:19 PM (ET)	1	\$465,015.00	\$472,170.00

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

Note:

These adjusted amounts are due to an error in the quantity listed on the bid form for Item 21-Restoration. The quantity should have reflected 0.15 Acres but actually reflected 0.015 Acres. Our bid document states that the unit price governs so the adjustment was made for each bidder using the unit price submitted with their bid and the correct quantity of 0.15 Acres. This is the corrected bid amount for each bidder that is shown in the Revised Response Total column.

Bid No.: 008-19-20-LAG 5' Sidewalk Construction along Sulton and Maxcy Roads Re-Bid (SR8052)
Page 30 of 54

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 will self perform this work				%		
				%		
				%		
				%		
				%		

TOTAL: \$ _____

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

Business Name: AOS Specialty Contractors, Inc.

Representative Name / Title: Mike Sweatt, Director of Estimating

Date: August 7, 2019

DEPARTMENT OF UTILITIES AND ENGINEERING ENGINEERING DIVISION

5' SIDEWALK CONSTRUCTION ALONG SULTON AND MAXCY ROADS

CIP PROJECT:

SR8052



We Are Columbia

DRAWING INDEX

COVER

VICINITY MAP, LEGEND & NOTES
DEMO PLAN SULTON AND MAXCY
DESIGN PLAN SULTON
DESIGN PLAN MAXCY
CROSS SECTIONS SULTON
CROSS SECTIONS MAXCY
EROSION & SEDIMENT CONTROL
& CONSTRUCTION DETAILS
SCDOT DETAILS

1
2
3
4
5
6
7
8

9 & 10

CITY MANAGER

TERESA B. WILSON

DIRECTOR OF ENGINEERING
CITY ENGINEER

DANA R. HIGGINS, P.E.

CITY COUNCIL

SAM DAVIS
TAMEKA I. DEVINE
MOE BADDOURAH
HOWARD DUVALL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RICKENMANN

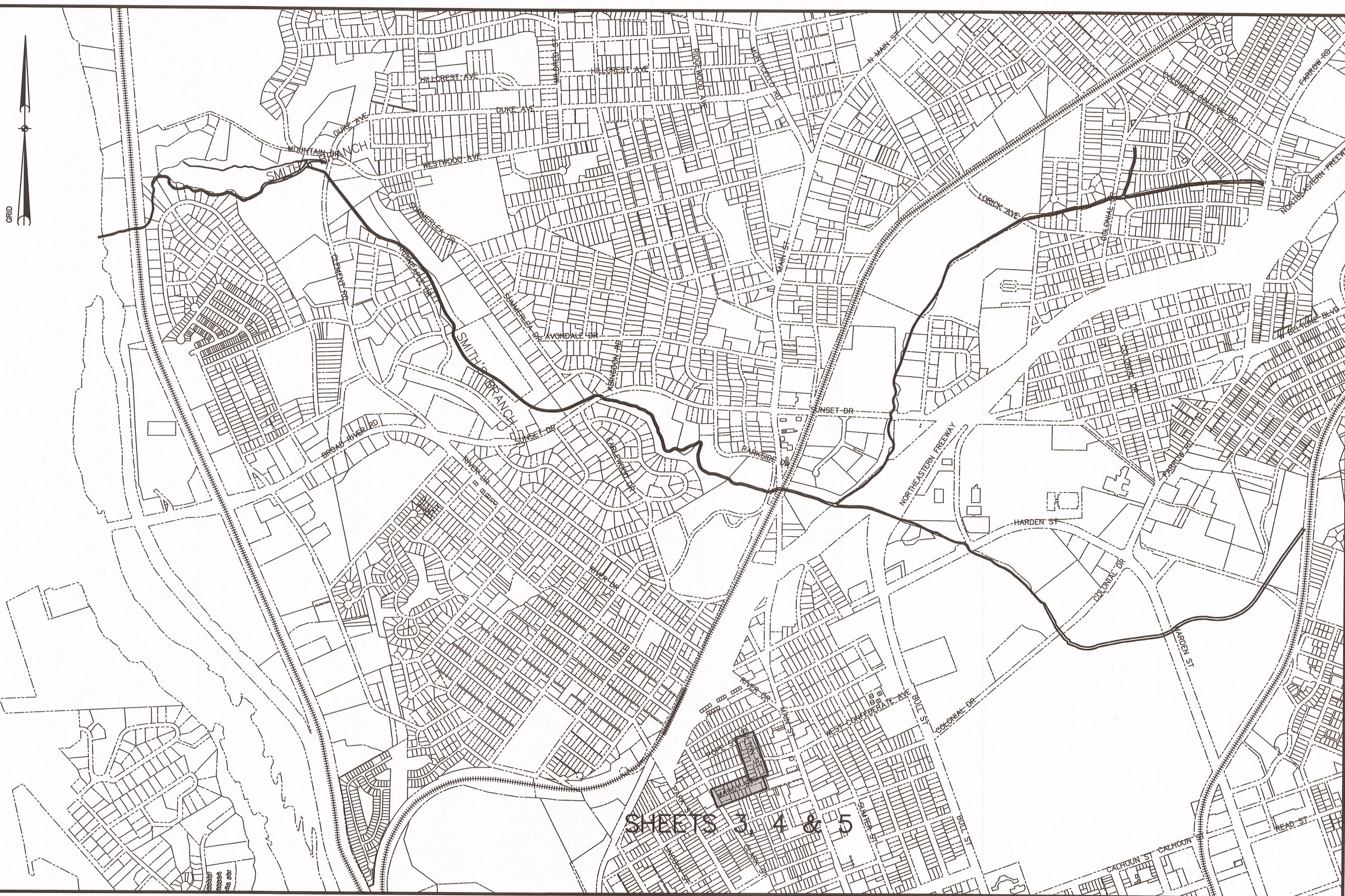
MAYOR

STEPHEN K. BENJAMIN

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
SHEET NO:	1 OF 10

CITY OF COLUMBIA

SCALE: 1" = 2000'



GENERAL NOTES:

1. ALL RIGHT-OF-WAYS, PROPERTY LINES, ETC., ARE APPROXIMATE. NO PROPERTY SURVEY HAS BEEN PERFORMED.
2. LOCATION OF ALL UTILITIES ARE APPROXIMATE. CONTRACTOR IS TO FIELD DETERMINE THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES. FOR SPECIFIC LOCATION OF UTILITIES, CALL PALMETTO UTILITY PROTECTION SERVICE @ 1-888-721-7877 AT LEAST 72 HOURS BEFORE DIGGING. CONTRACTOR SHALL VERIFY DEPTHS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL PROPERTIES DISTURBED DURING, OR AS A RESULT OF CONSTRUCTION, SHALL BE RESTORED TO THEIR PRE-EXISTING OR BETTER CONDITION.
4. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS, IN WRITING, AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO ANY INCONVENIENCE OR DISRUPTION OF SERVICES AS A RESULT OF CONSTRUCTION.
5. THE CONTRACTOR SHALL FULLY COMPLY WITH THE CITY OF COLUMBIA SEDIMENT AND EROSION CONTROL ORDINANCE AND RICHLAND COUNTY'S LAND DEVELOPMENT PERMIT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PAVEMENT, DRIVEWAYS, SIDEWALKS, CURBS, ETC., THAT MUST BE CUT OR ARE DAMAGED DURING OR AS A RESULT OF CONSTRUCTION. ALL OPEN CUT DRIVEWAYS AND/OR CURBING SHALL BE REMOVED AND REPLACED TO MATCH EXISTING THICKNESS, GRADE, AND MATERIAL OR AS SPECIFIED BY THE ENGINEER. ALL ROAD REPAIRS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF SCOD SPECIFICATIONS.
7. THE CONTRACTOR SHALL FULLY COMPLY WITH SCOD ENCROACHMENT PERMIT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANY OR OWNER AS APPLICABLE TO STABILIZE LIGHT POLES AND POWER POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE WORK.
9. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM: NAD 88 HORIZONTAL CONTROL. AND NAD 83 HORIZONTAL CONTROL.
10. PAVEMENT STRIPING IS NOT SHOWN FOR CLARITY. ANY PAVEMENT STRIPING DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

LEGEND

EXISTING WATER MAIN EXISTING  PROPOSED  WATER METER EXISTING  WATER VALVE EXISTING  FIRE HYDRANT EXISTING  SEWER CLEANOUT EXISTING  SEWER MANHOLE EXISTING STORM DRAIN PROPOSED STORM DRAIN EXISTING  STORM DRAIN MANHOLE EXISTING  STORM DRAIN JUNCTION BOX EXISTING  STORM DRAIN CATCH BASIN EXISTING  STORM DRAIN DROP INLET  SILT FENCING  INLET PROTECTION BENCHMARK IPF PROPERTY IRON (IPF, IO, IPS, etc.)  230 EXISTING CONTOURS  231 PROPOSED CONTOURS EXISTING GRADE FINISH GRADE  MAILBOX RETAINING WALL BUSH LINE BUSH TREE LINE MISC./TREE CEGAR CHERRY CREPE-MYRTLE	UNDERGROUND ELECTRICAL OW OVERHEAD ELECTRICAL POWER/UTILITY POLE GUY WIRE LIGHT POLE G EXISTING GAS MAIN GAS VALVE GAS TEST POINT UNDERGROUND TELEPHONE LINE TELE. PEDESTAL RIGHT-OF-WAY LINE PROPERTY LINE CURB AND GUTTER EDGE OF PAVEMENT CENTER LINE NEW ASPHALT PAVEMENT CONCRETE BRICK / PAVERS BRICK WALL / FENCES S.TREET SIGN TRAFFIC S.C. HIGHWAY SIGN BRIDGE DETECTABLE WARNING TRAFFIC FENCE DOGWOOD ELM HICKORY MAGNOLIA MAPLE OAK PALMETTO PEAR PINE PECAN TREE REMOVAL
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SCALE: 1" = 400'

BID FORM

SR8052 - Sulton and Maxcy Sidewalks

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	Mobilization	1	LS		
2	New 5' Wide x 4" Thick Concrete Sidewalk	1,065	LF		
3	New Asphalt Pavement	340	CY		
4	New Retaining Wall w/ Steps	59	LF		
5	New Wood Timbers	30	LF		
6	Saw Cut and Remove Asphalt, Concrete	285	CY		
7	Remove 18" RCP	18	LF		
8	Remove Gravel Drive	125	CY		
9	Remove Retaining Wall	85	LF		
10	Remove Bush/Bushline	5	EA		
11	Remove Trees	1	EA		
12	Relocate Signs	1	EA		
13	Relocate Wood Timbers	1	LS		
14	Remove Wooden Steps	1	EA		
15	Saw Cut and Remove Existing Sidewalk and Install Handicapped Ramps	9	EA		
16	Relocate Chain Link Fence	115	LF		
17	Relocate Wood Fence	76	LF		
18	Silt Fence	45	LF		
19	Sediment Tubing	50	LF		
20	Traffic Control	1	LS		
21	Restoration	0.15	AC		

Total Base Bid:

CITY OF COLUMBIA

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P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



SEAL OF THE CITY OF COLUMBIA
SOUTH CAROLINA
1873

WE ARE COLUMBIA

APPROVED BY:

CITY ENGINEER

Professional Engineer Seal: Carolina Professional Engineers, No. 19071, SN 10011, DANA R. HILL, dated 9/10/19.

REVISION			
NO.	DATE	INITIALS	DESCRIPTION
5	9/7/2018	BLG	ADDED STATIONING PER SCDOT COMMENTS 8/17/2018
4	4/17/17	BLG	CHANGED QUANTITIES PER SCDOT REVIEW COMMENTS
			DATED 4/3/2017
3	3/2/17	BLG	ADDED QUANTITIES
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017
1	2/10/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION ALONG SULTON AND MAXCY ROADS

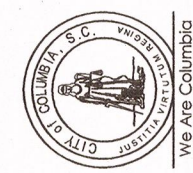
SHEET TITLE:

VICINITY MAP,
LEGEND, &
GENERAL NOTES

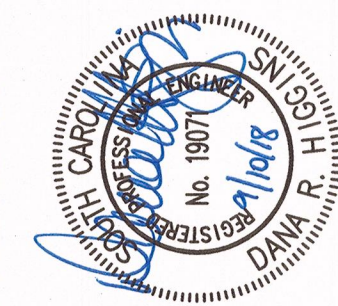
DRAWING INFORMATION

DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052

SHEET NO: 2 OF 10



APPROVED BY:



CITY ENGINEER

REVISION		
NO.	DATE	INITIALS DESCRIPTION
5	9/7/2018	BLG ADDED STATIONING PER SCOOT COMMENTS 8/17/2018
4	7/25/17	BLG REMOVED ASPHALT DRIVE PER SCOOT REVIEW
3	4/17/17	BLG COMMENTS 4/29/17 CORRECTED OR ADDED HANDICAP RAMPS PER SCOOT REVIEW COMMENTS DATED 4/3/2017
2	2/21/17	BLG REMOVED MILDRED AVENUE PER CONVERSATION WITH SCOOT ON 2/17/2017
1	2/10/17	BLG CORRECTIONS PER SCOOT LETTER DATED 2/9/2017

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

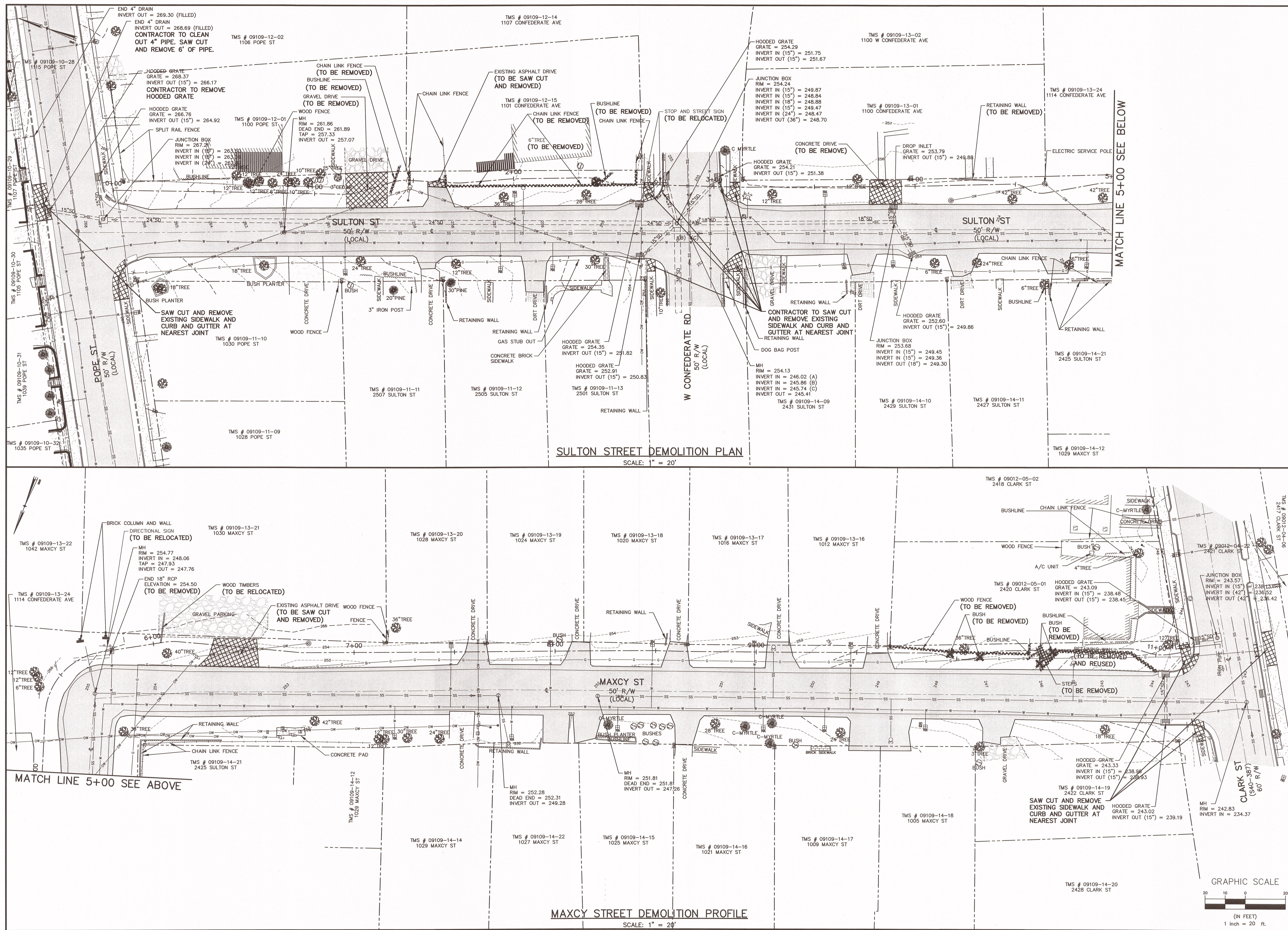
EXISTING CONDITIONS
AND DEMOLITION PLAN
SULTON AND MAXCY STREET

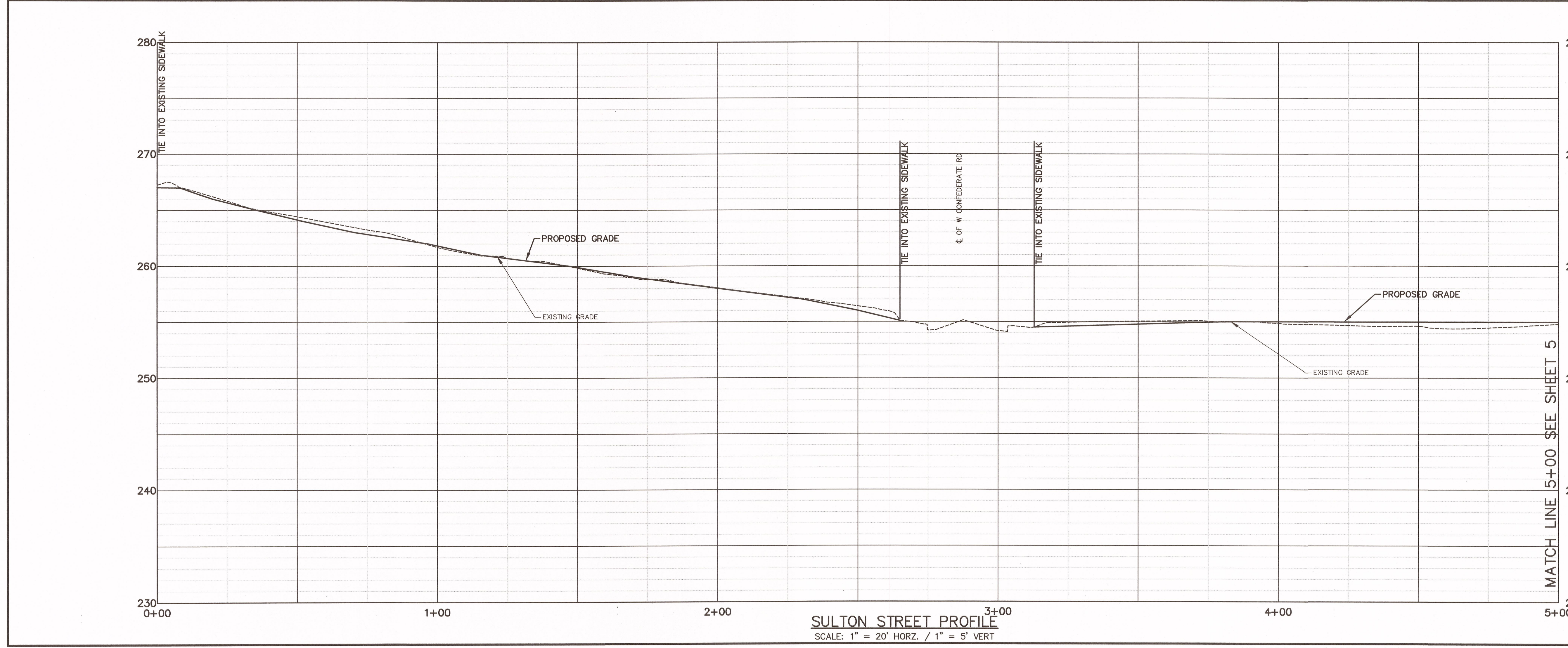
DRAWING INFORMATION

DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052

SHEET NO:
3 OF 10

Packet Pg. 120





					NO.	DATE	INITIALS	REVISION
					3	4/17/17	BLG	CORRECTED THE MATCH LINE PAGE NUMBERS, CORRECTED OR ADDED HANDICAP RAMPS AND ADDED ROOT BARRIER PER SDOOT REVIEW COMMENTS DATED 4/3/2017
					2	2/24/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SDOOT ON 2/17/2017
					1	2/10/17	BLG	CORRECTIONS PER SDOOT LETTER DATED 2/9/2017

PROJECT TITLE: 5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

Packet Pg. 12

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



APPROVED BY:



CITY ENGINEER

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

DESIGN PLAN
SULTON STREET

DRAWING INFORMATION

DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052

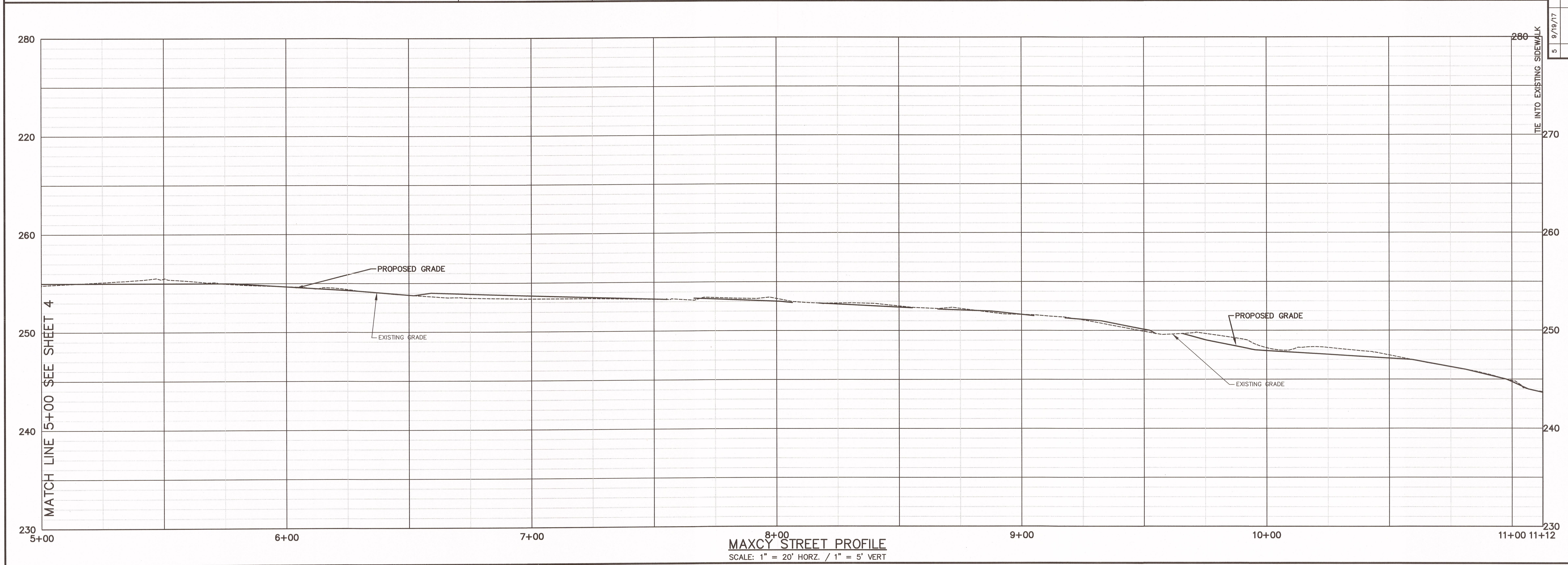
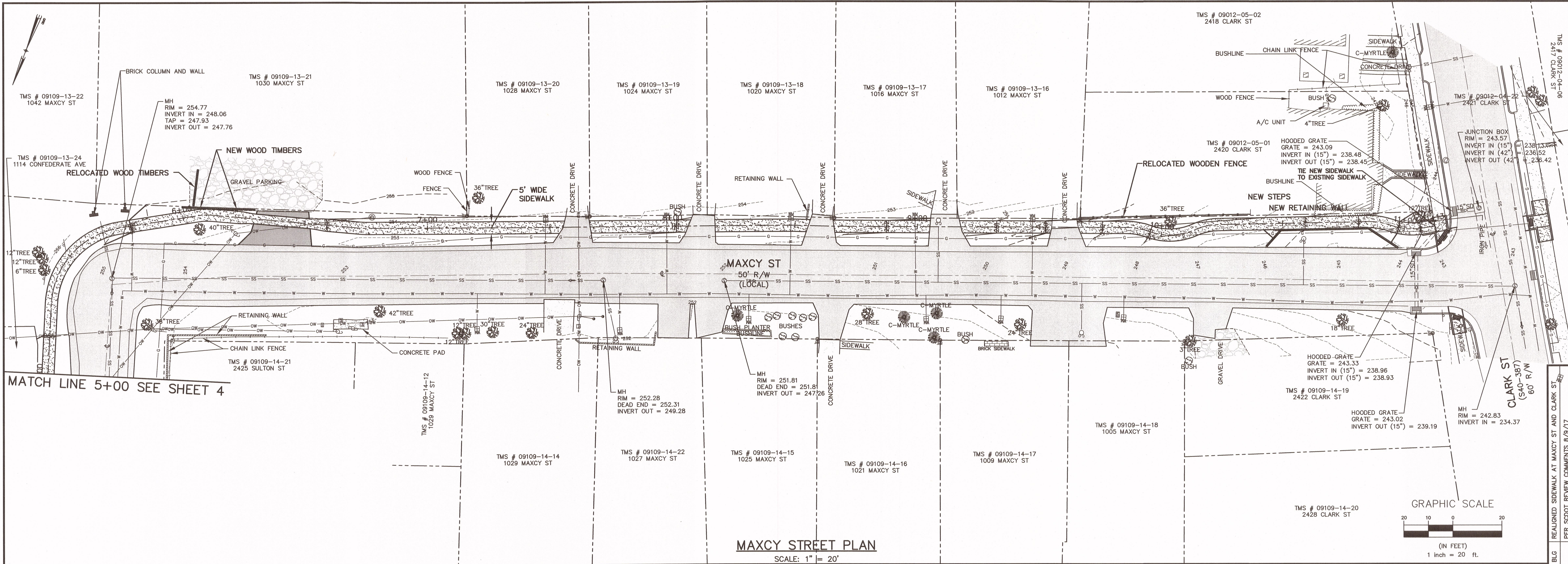
SHEET NO.

1 OF 10

4 OF 10

10/2018 09:38:05

Packet Pg. 3



CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

[Signature]
CITY ENGINEER

NO.	DATE	INITIALS	DESCRIPTION
4	7/25/17	BLG	REGRADED ASPHALT DRIVE AND CHANGE WIDTH OF SIDEWALK PER SCDOT REVIEW COMMENTS 6/29/17
3	4/17/17	BLG	CORRECTED THE MATCH LINE PAGE NUMBERS AND CORRECTED OR ADDED HANDICAP RAMPS PER SCDOT
2	2/21/17	BLG	REVIEW COMMENTS DATED 4/3/2017 REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017
1	2/10/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

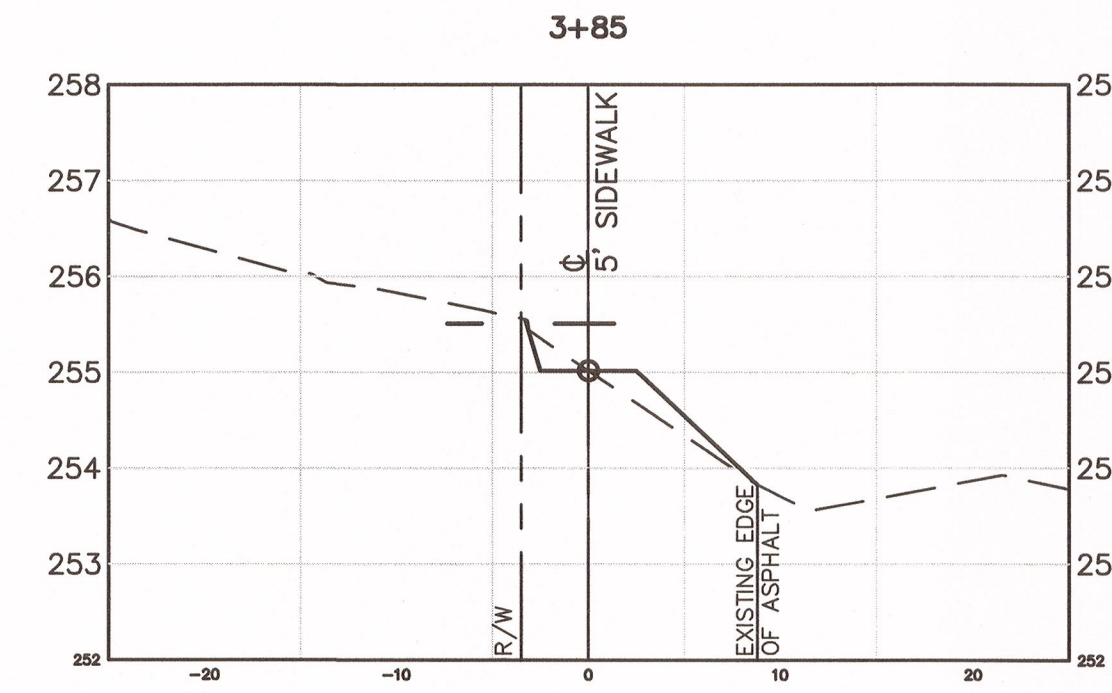
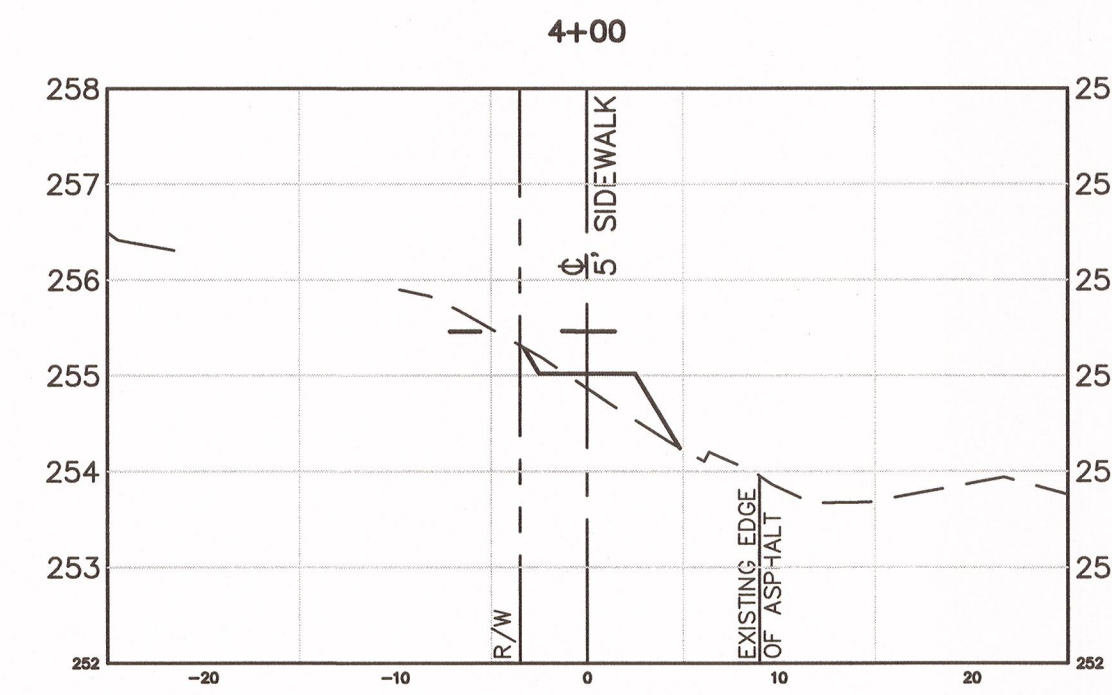
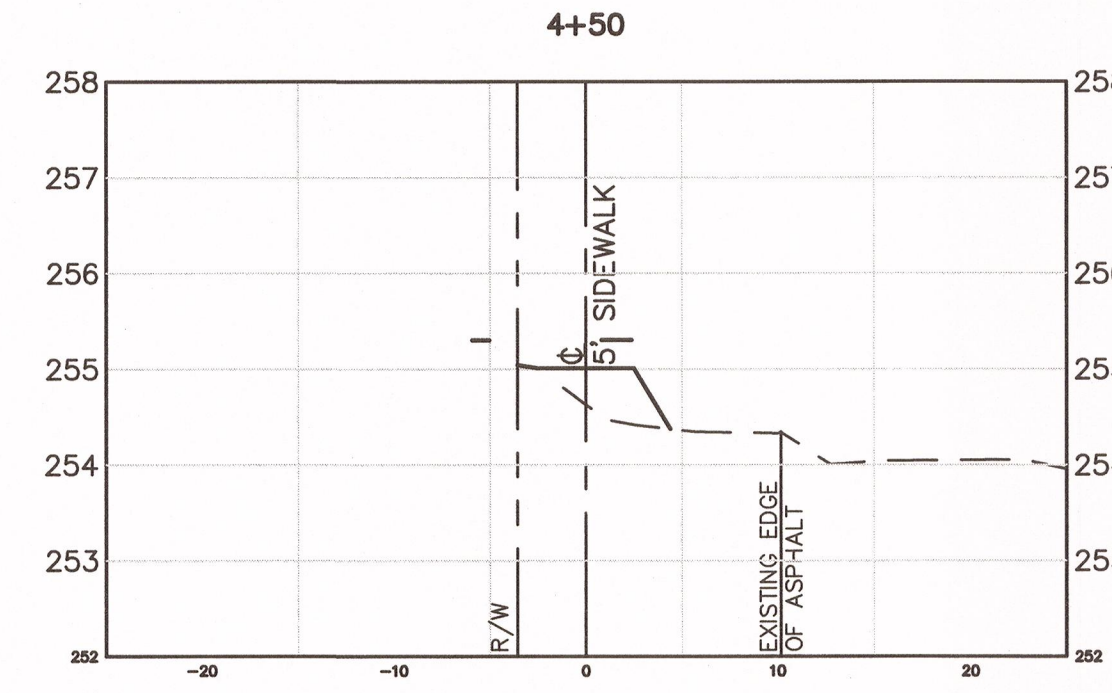
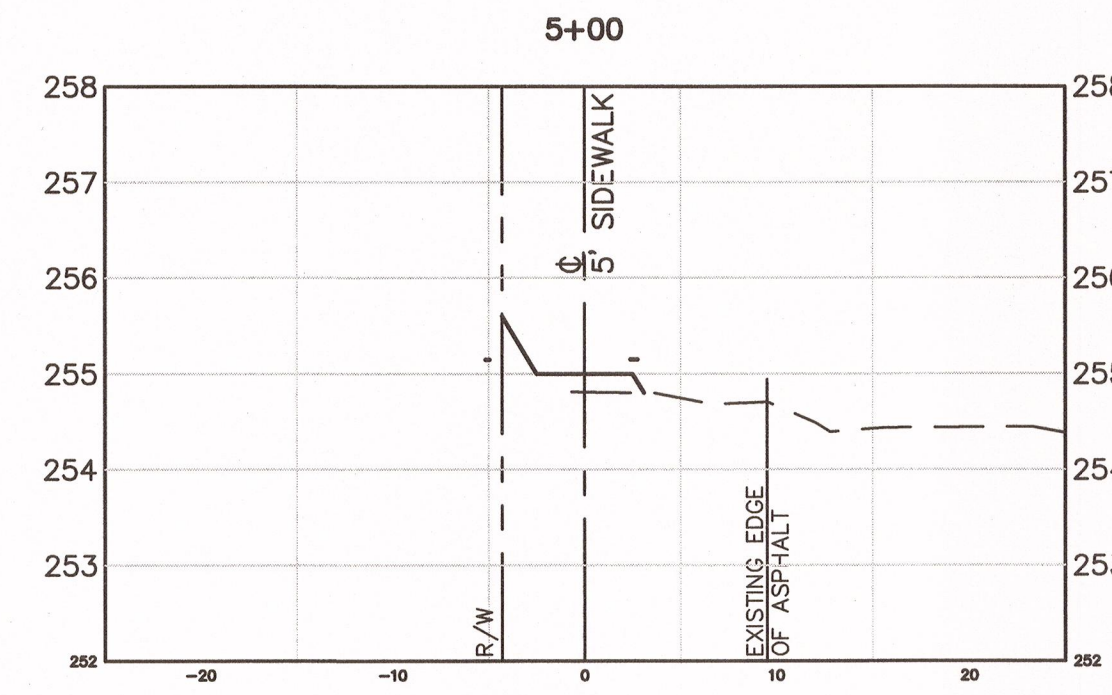
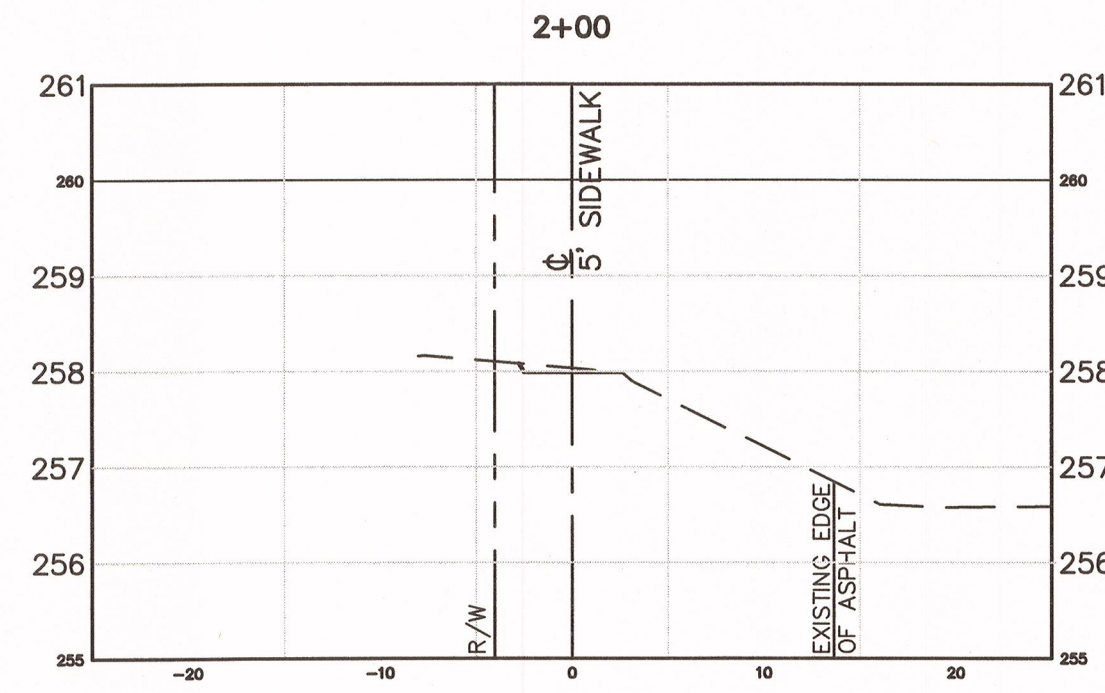
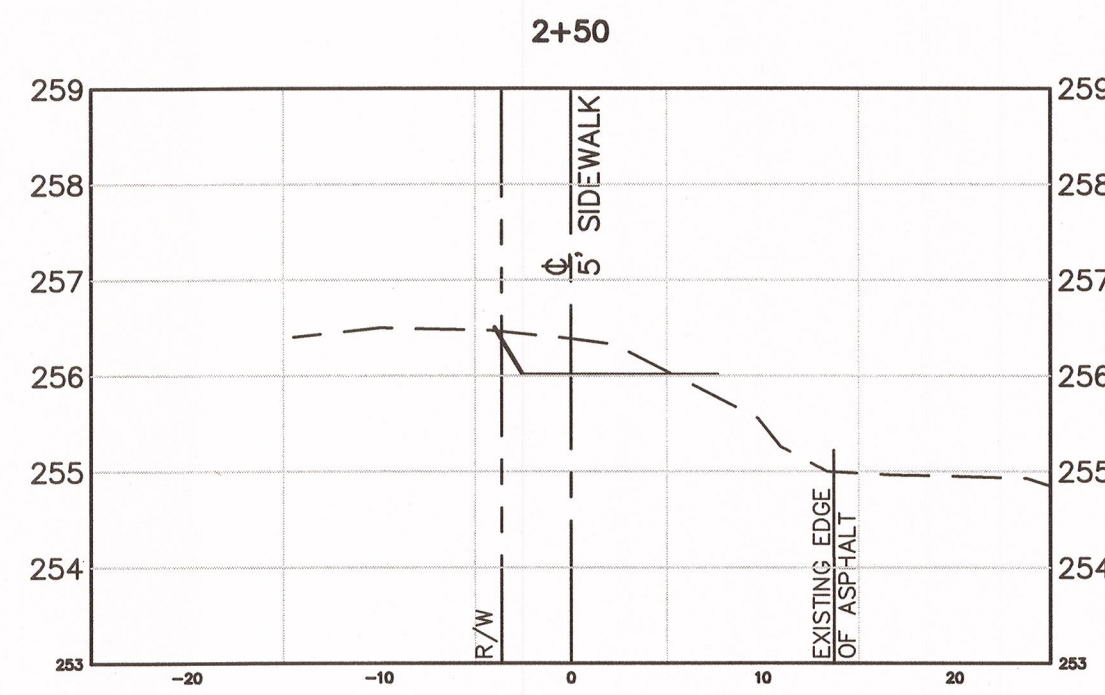
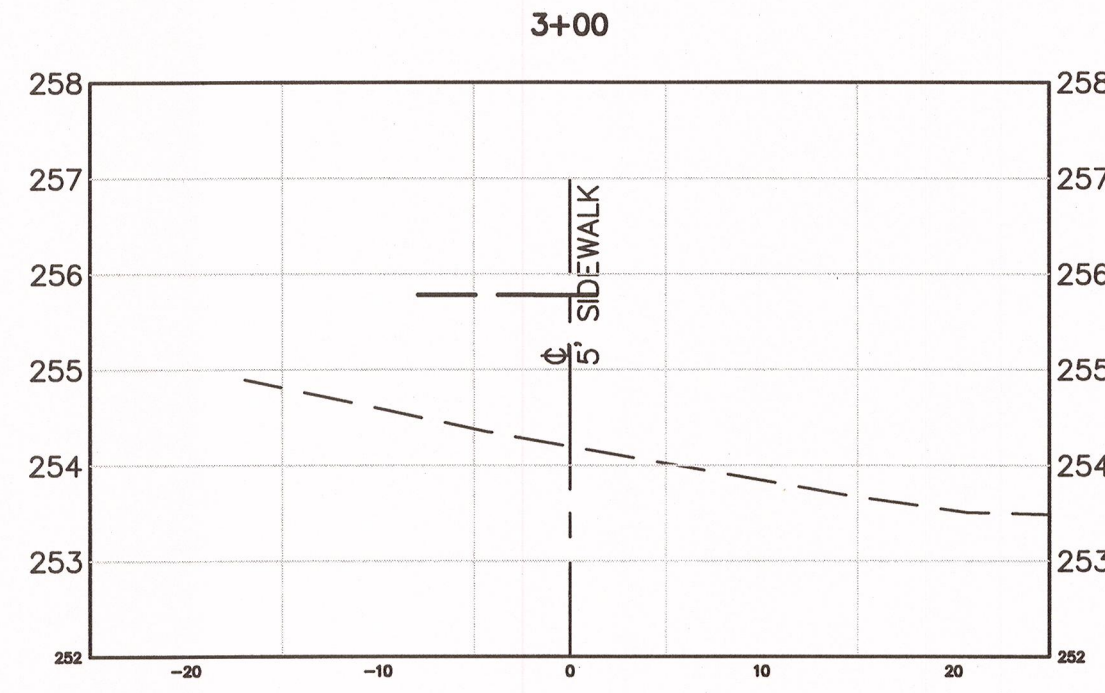
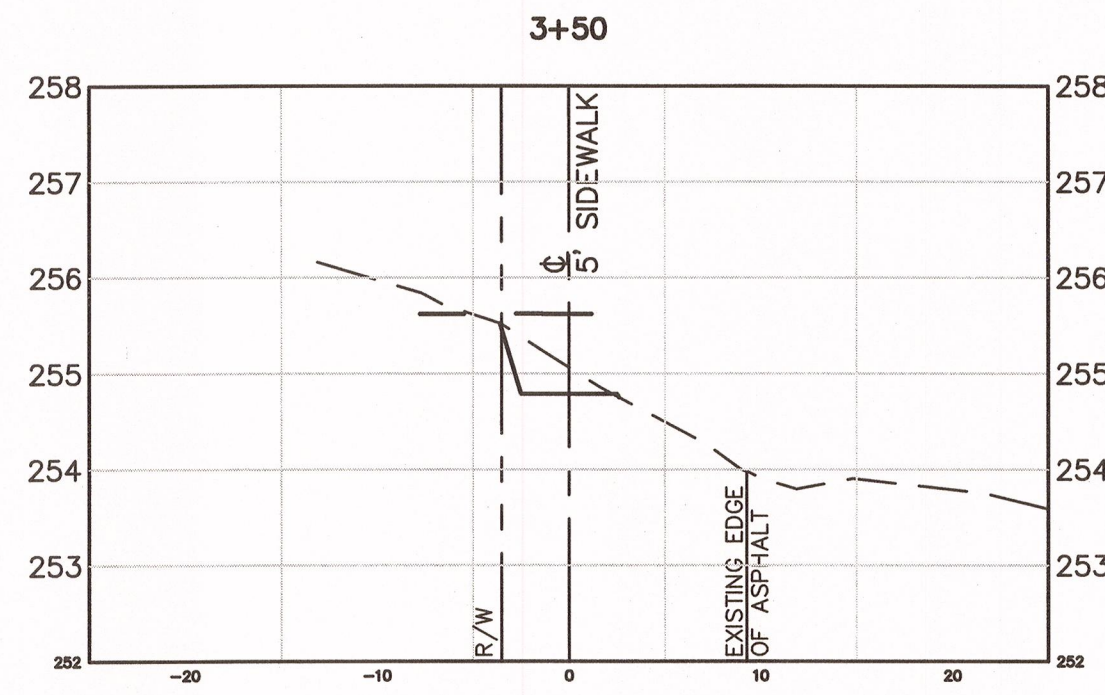
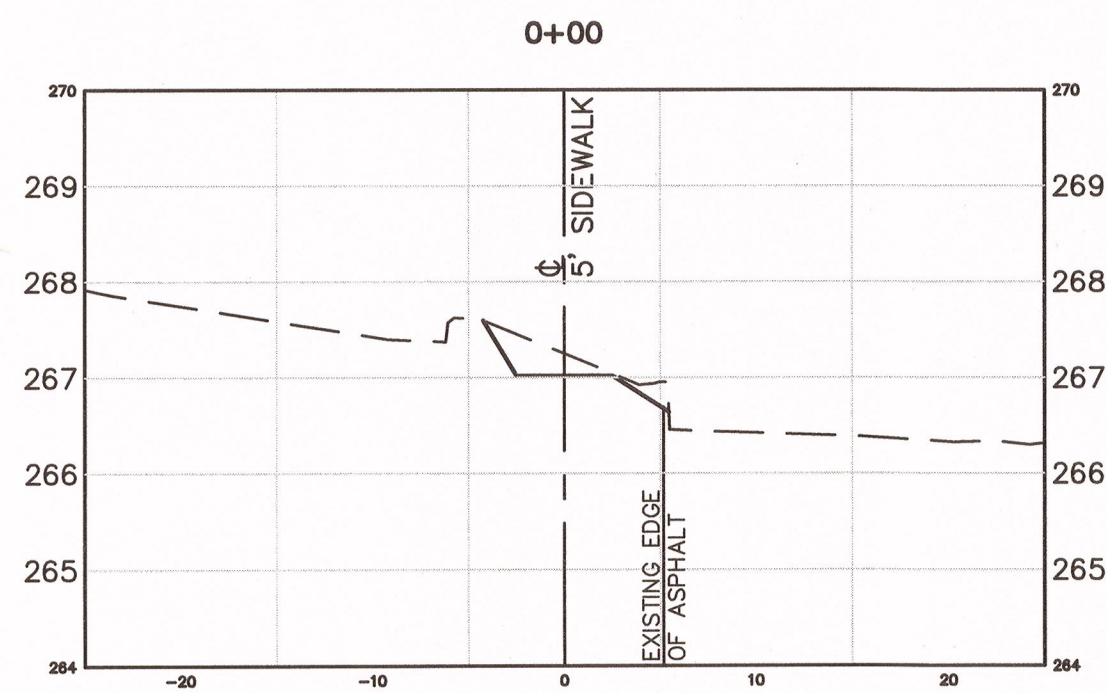
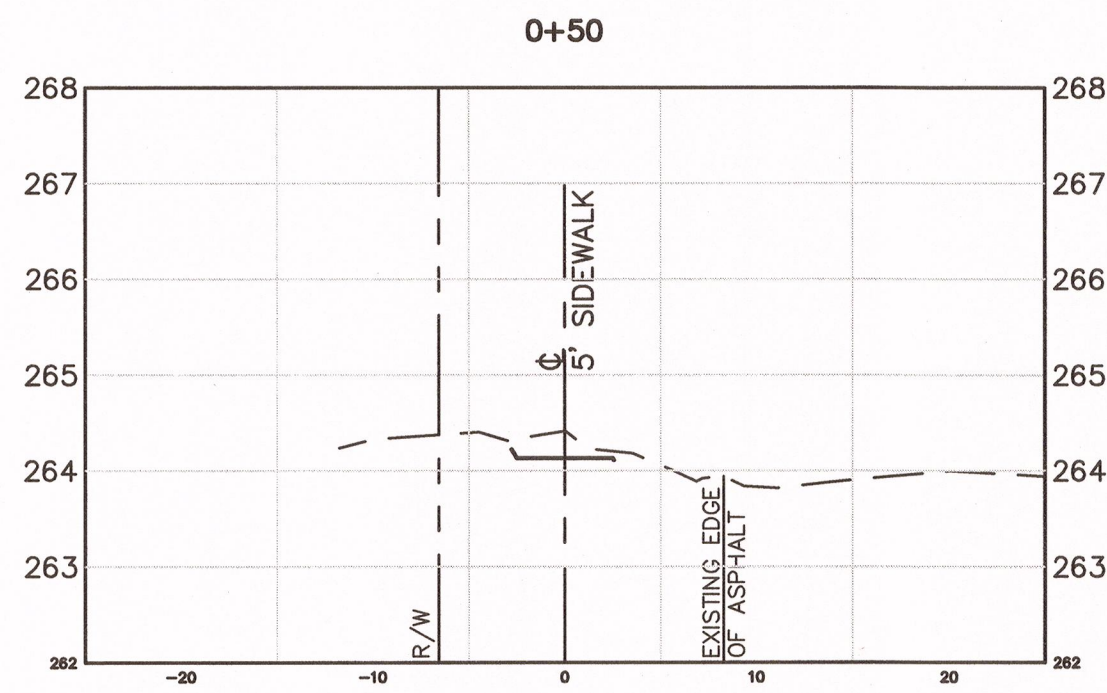
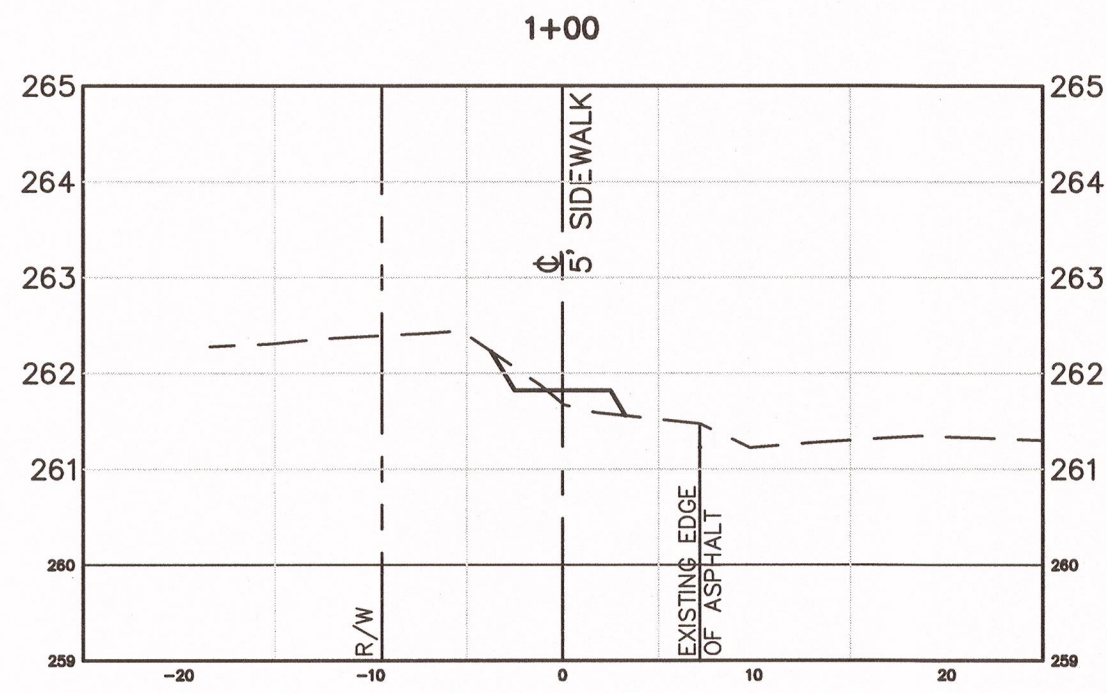
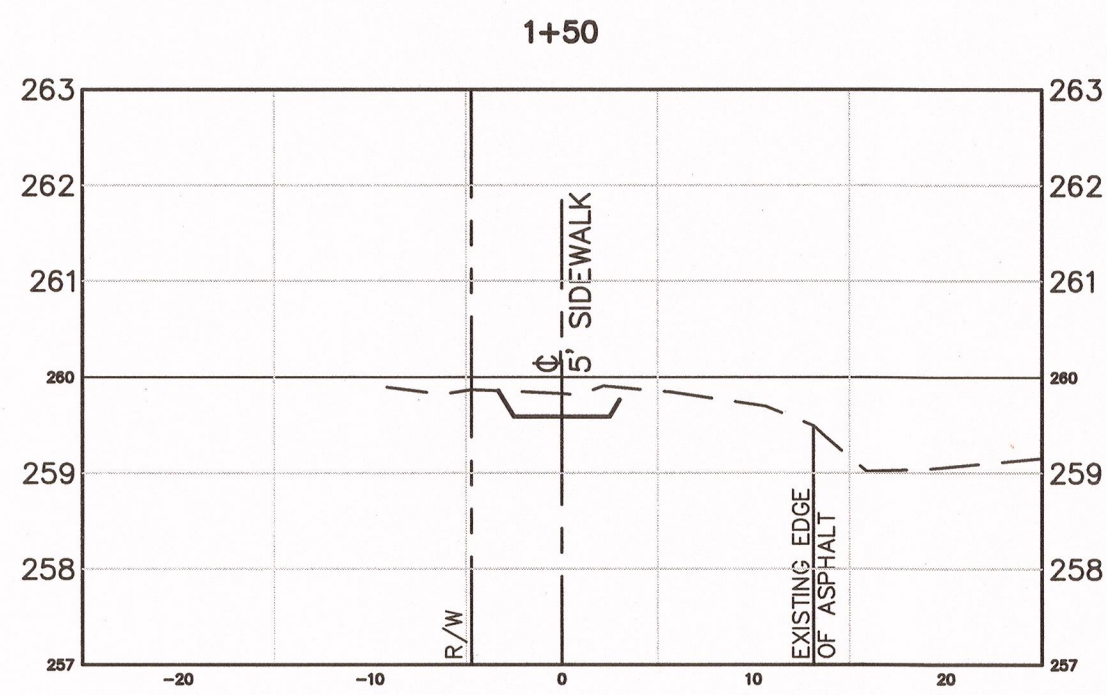
DESIGN PLAN
MAXCY STREET

DRAWING INFORMATION

DESIGNED BY: BLG
DRAWN BY: BLG
BOOK NO:
DATE: 2/15/16
PROJECT NO: SR8052

SHEET NO:

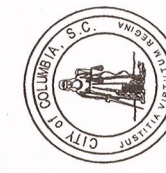
5 OF 10



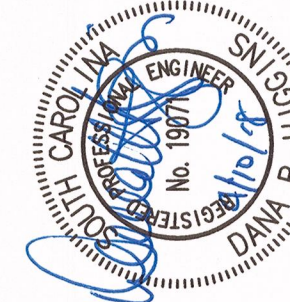
SULTON STREET CROSS SECTIONS
SCALE: 1" = 10' HORZ. / 1" = 2' VERT

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CITY OF COLUMBIA
COLUMBIA SOUTH CAROLINA 29217



APPROVED BY:



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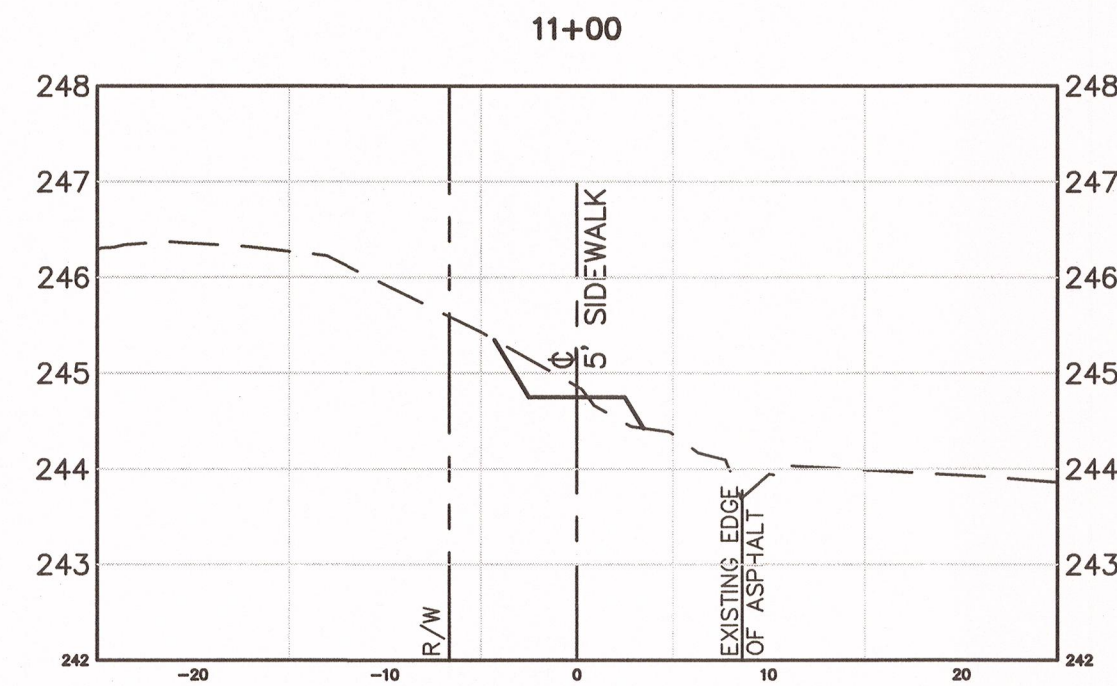
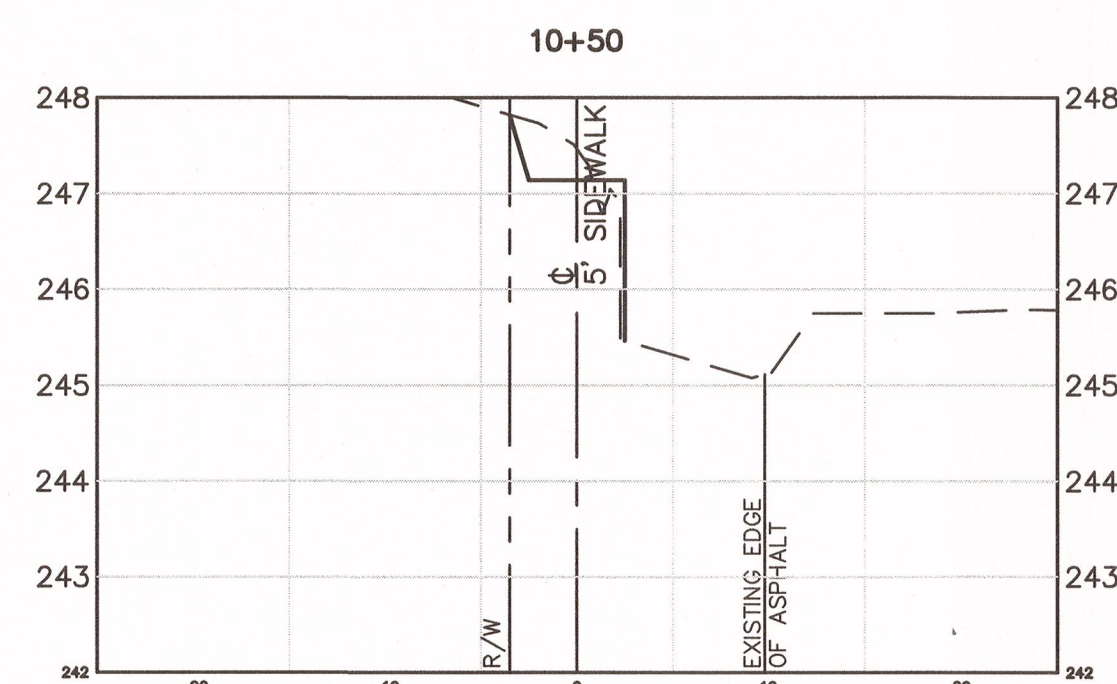
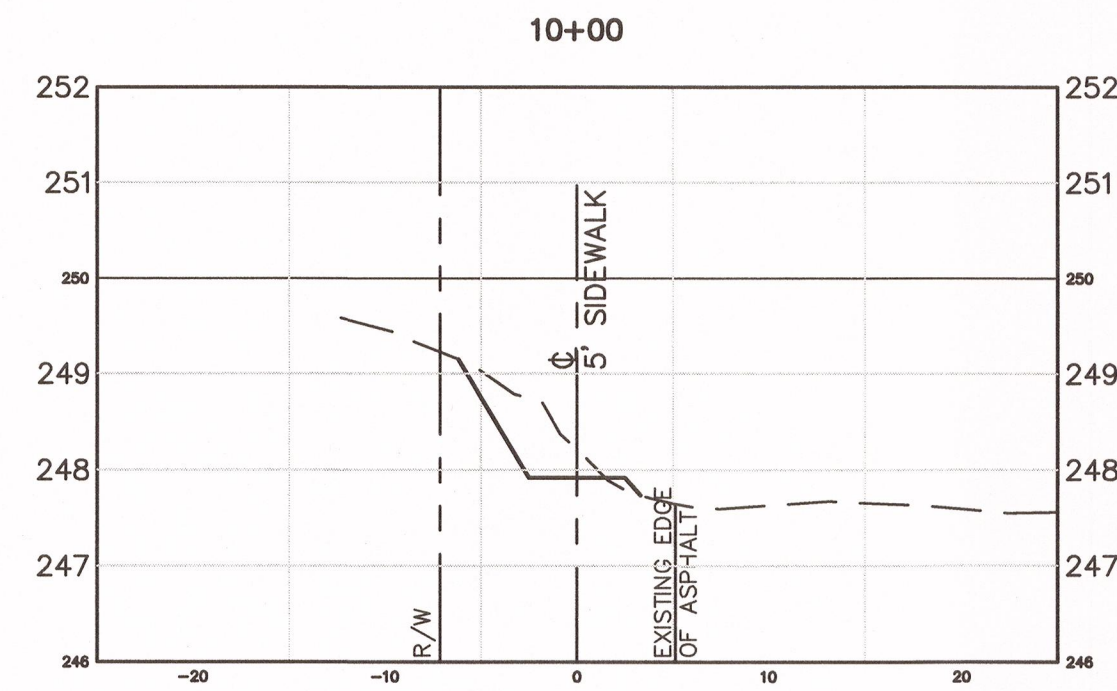
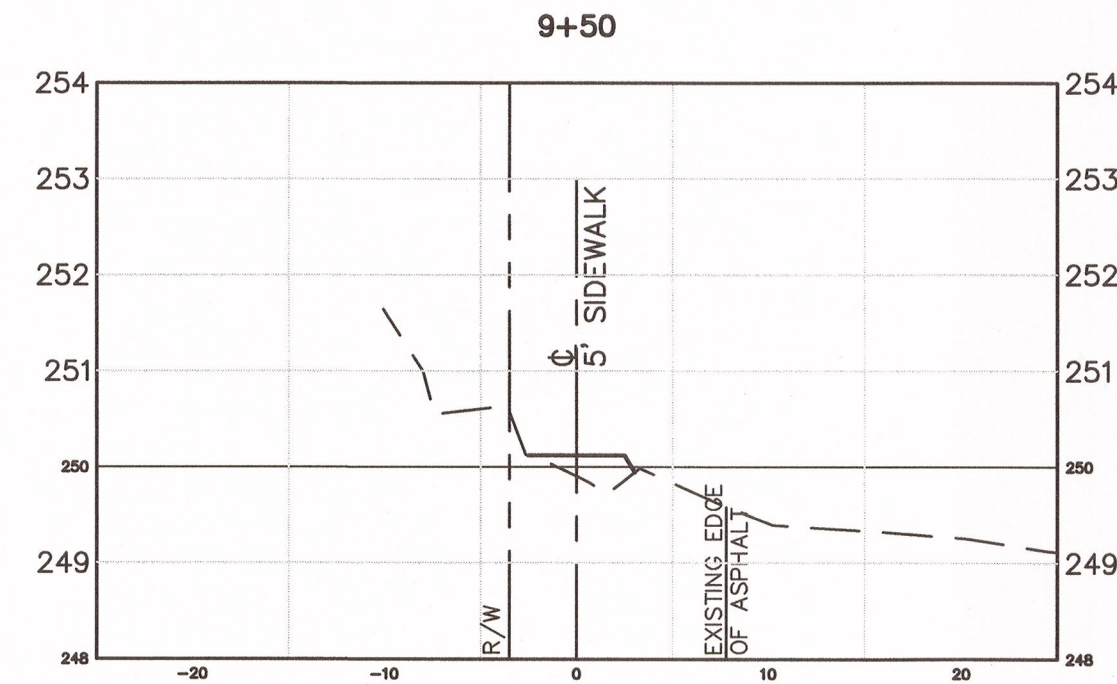
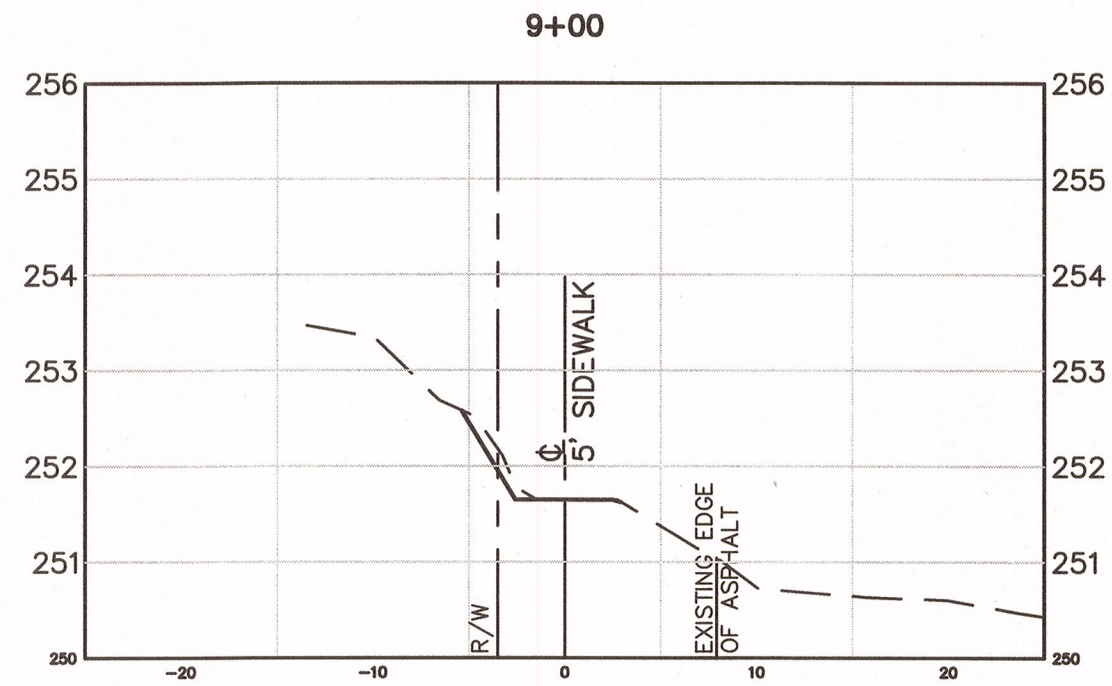
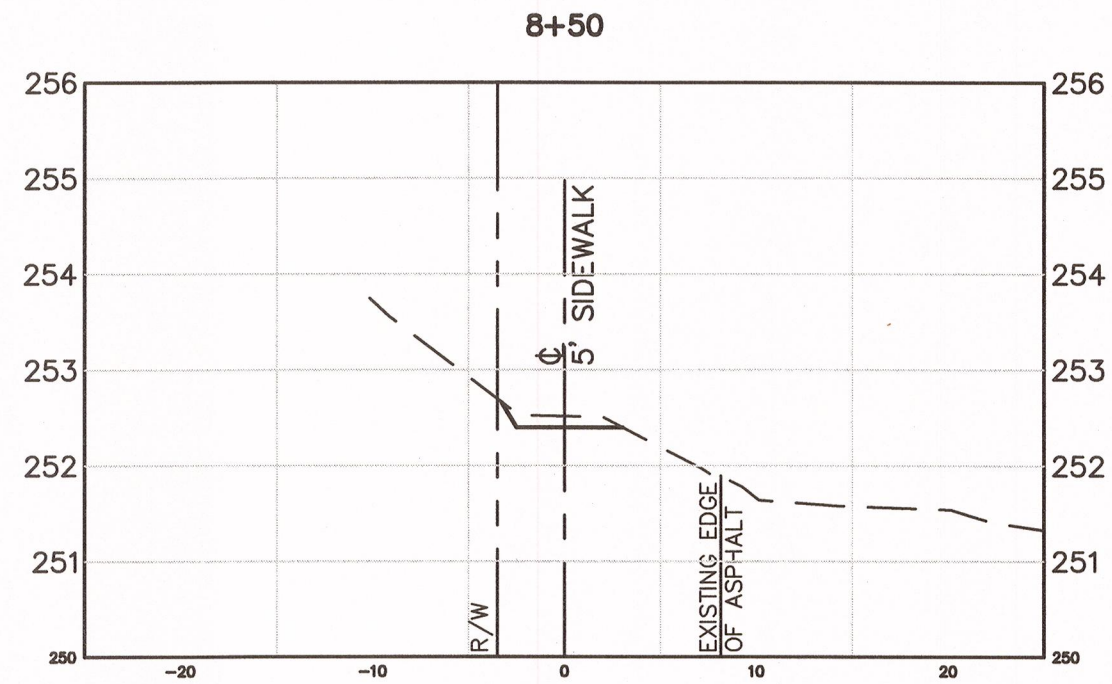
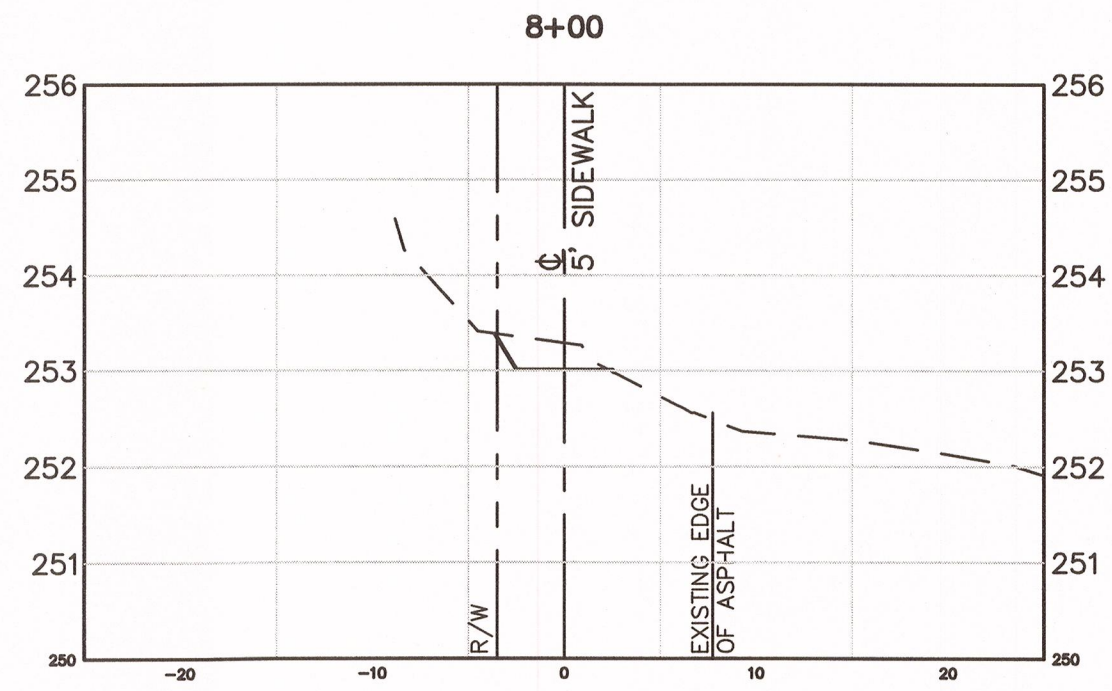
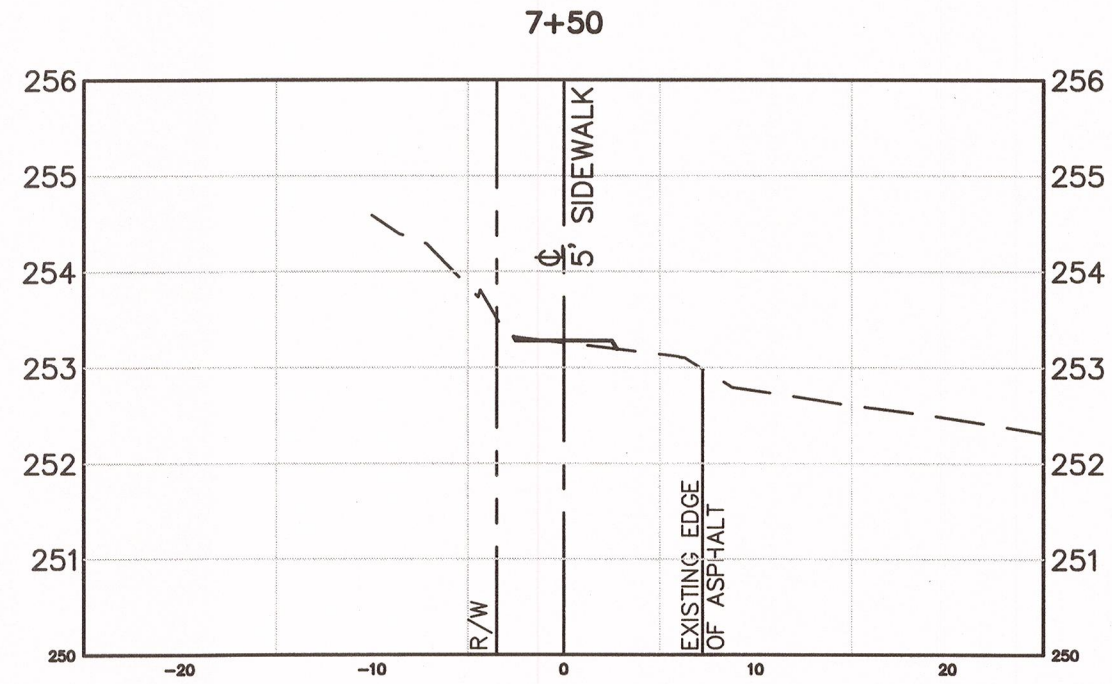
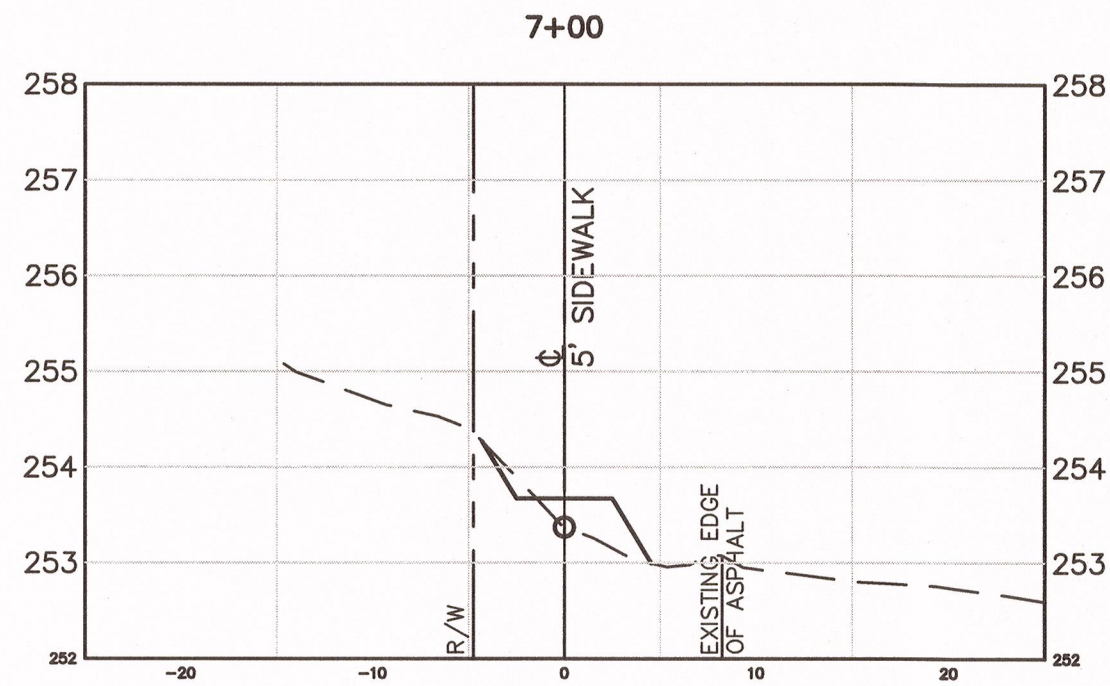
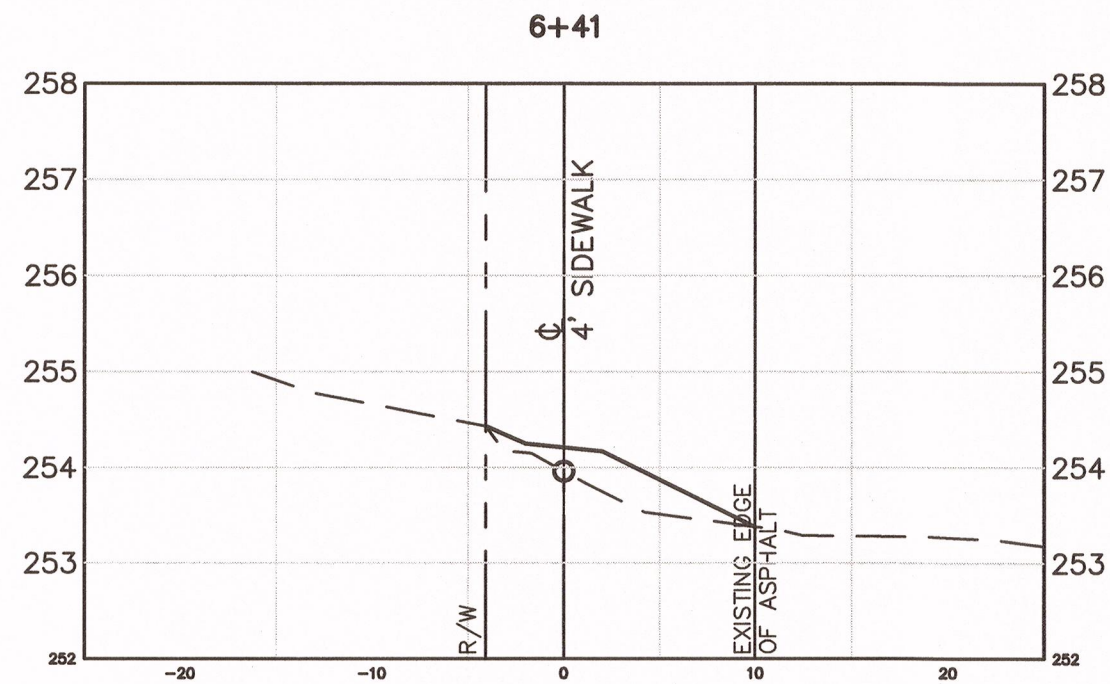
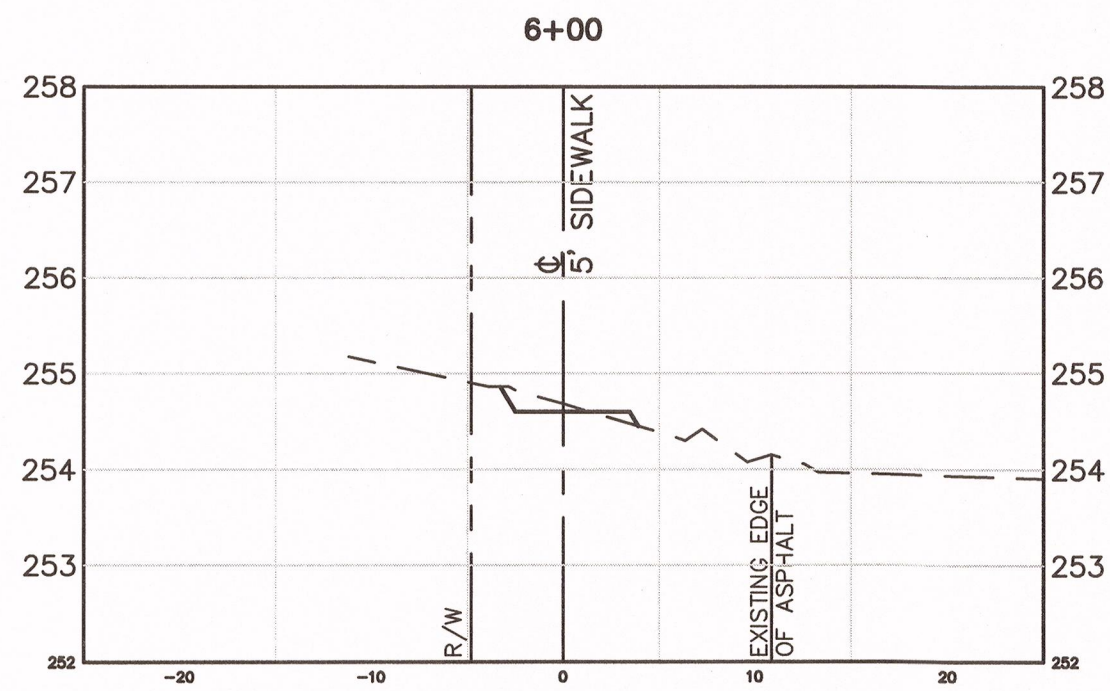
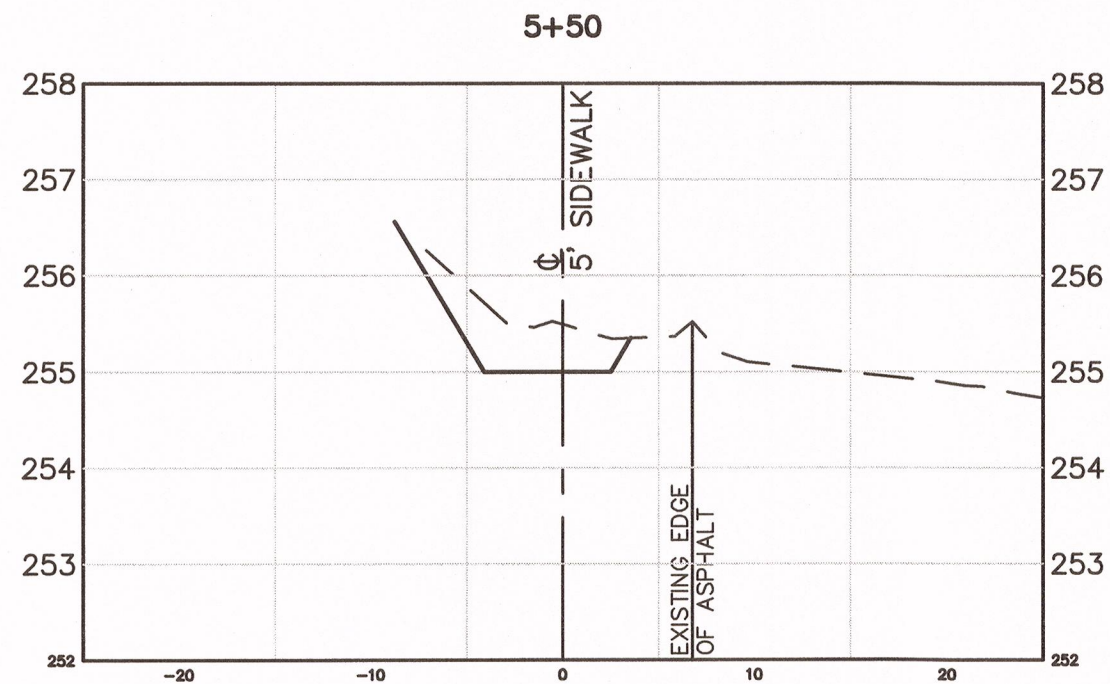
NO.	DATE	INITIALS	DESCRIPTION
1	2/16/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017
3	4/17/17	BLG	ADDED CROSS SECTION 3+85 PER SCDOT REVIEW COMMENTS DATED 4/3/2017

PROJECT TITLE:
5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:
SULTON STREET
AND MAXCY STREET
CROSS SECTIONS
STA. 0+00 TO STA. 11+12

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	5/4/2015
PROJECT NO:	SR8052
SHEET NO:	6 OF 10

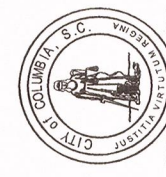
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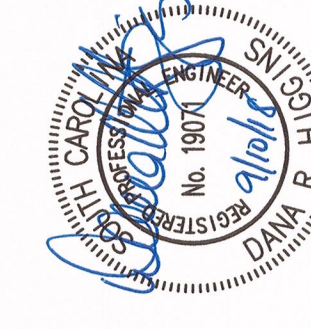
MAXCY STREET CROSS SECTIONS
SCALE: 1" = 10' HORIZ. / 1" = 2' VERT

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



APPROVED BY:



CITY ENGINEER

REVISION		DESCRIPTION	
NO.	DATE	INITIALS	
4	9/19/17	BLG	REALIGNED SIDEWALK AT MAXCY ST AND CLARK ST PER SDOOT REVIEW COMMENTS 6/9/17
3	7/25/17	BLG	ADDED SECTION OF REGRADED ASPHALT DRIVE STA. 6+41 PER SDOOT REVIEW COMMENTS 6/29/17
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SDOOT ON 2/17/2017
1	2/10/17	BLG	CORRECTIONS PER SDOOT LETTER DATED 2/9/2017

PROJECT TITLE:

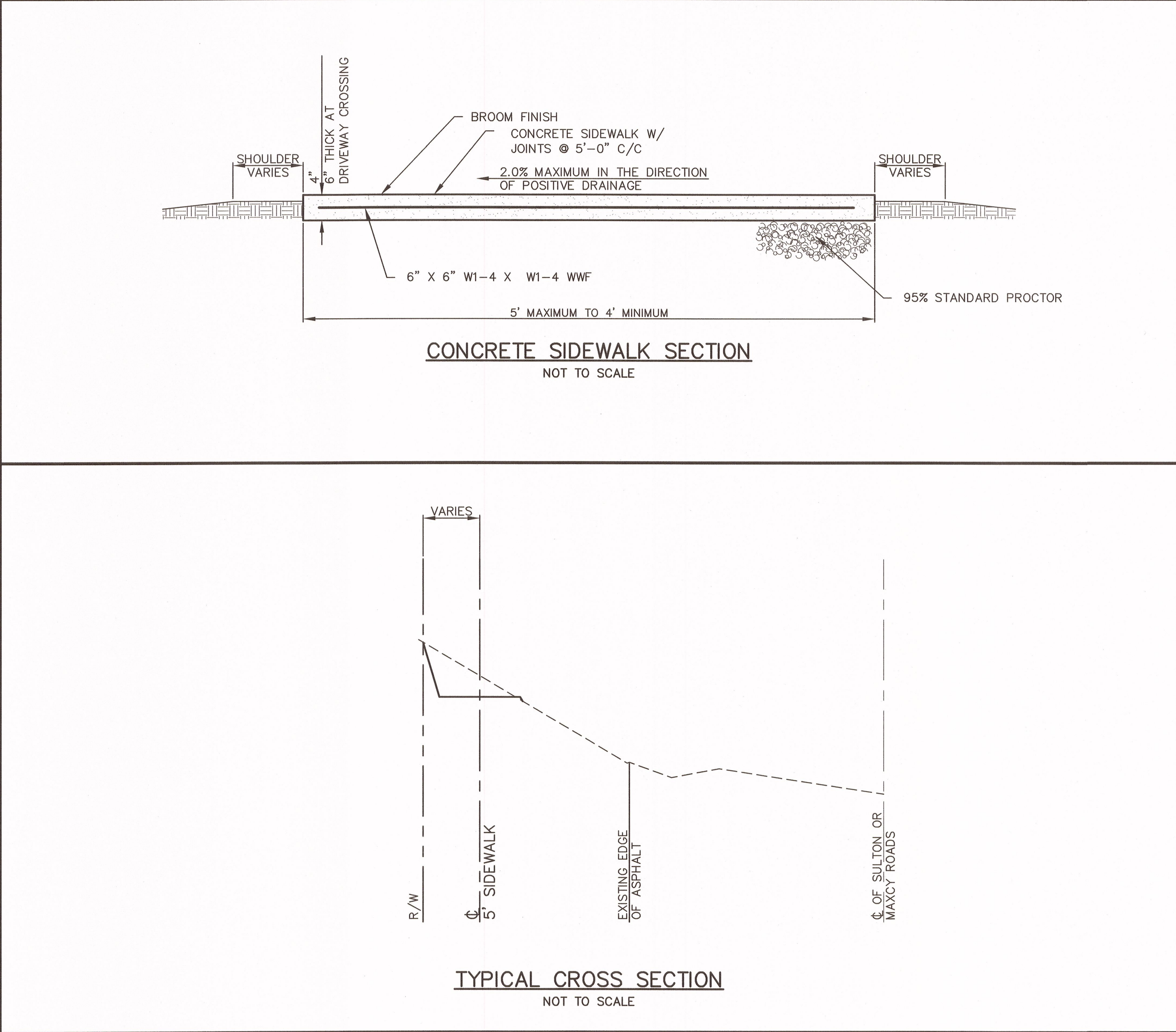
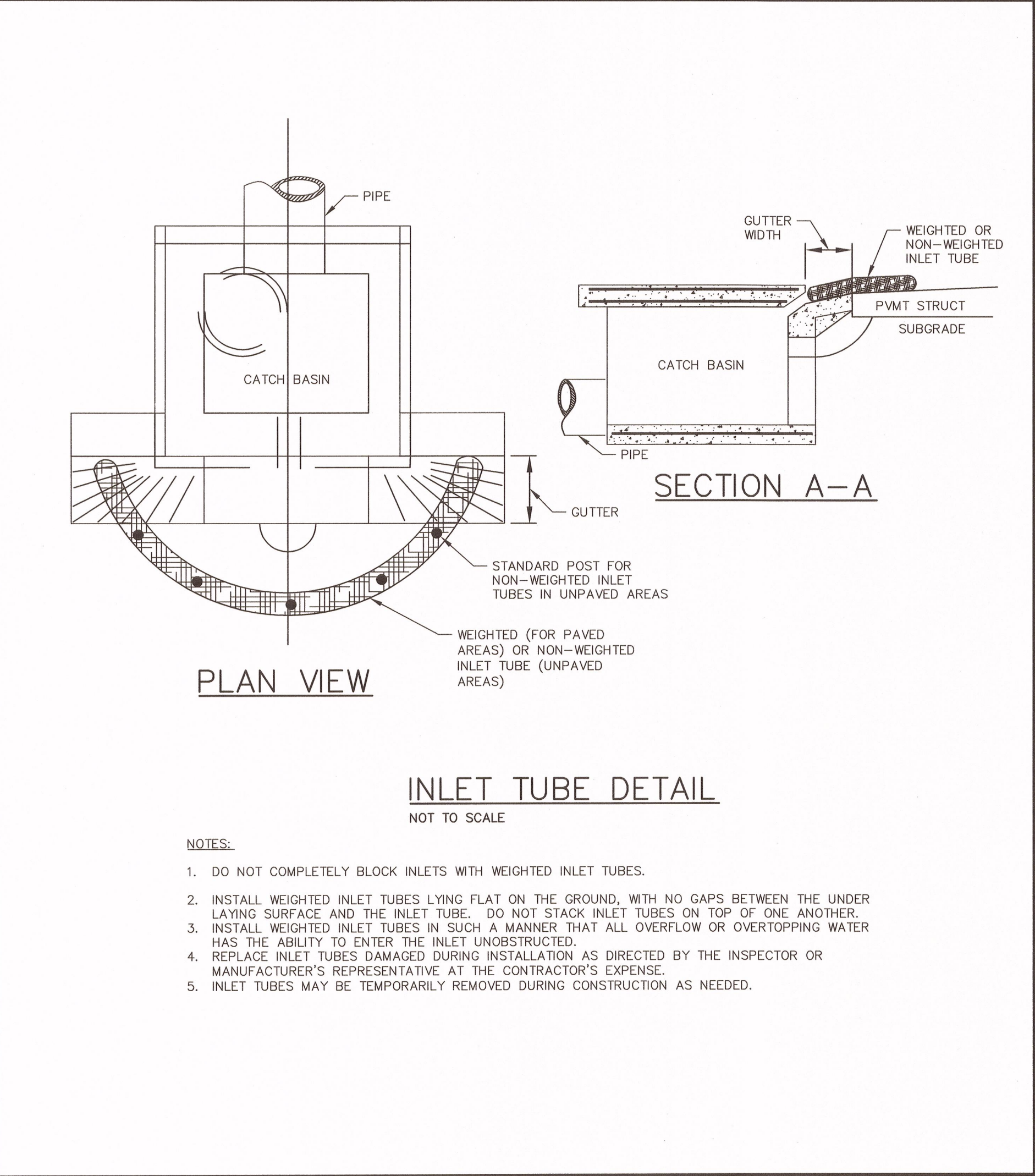
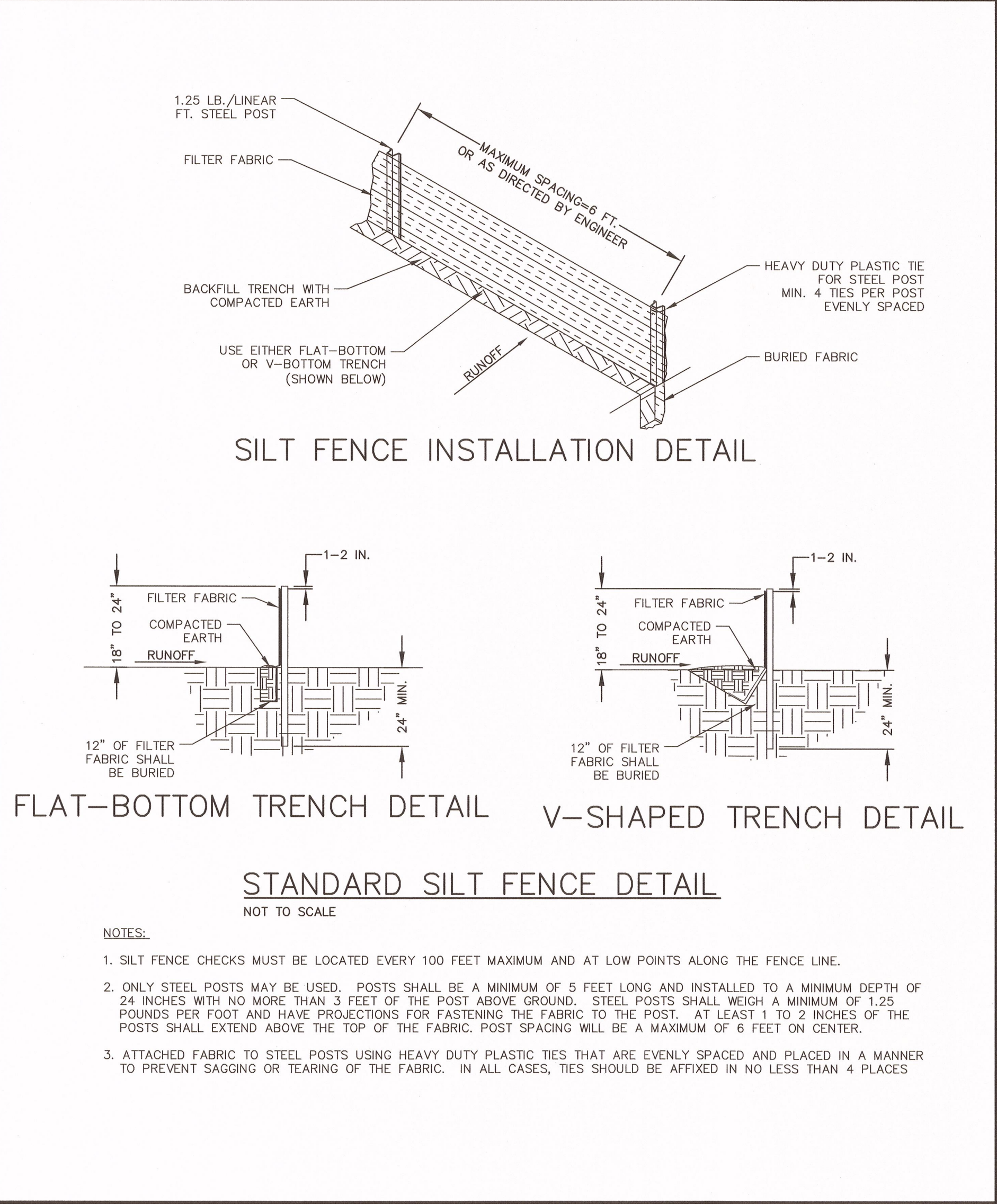
5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

SULTON STREET
AND MAXCY STREET
CROSS SECTIONS
STA. 0+00 TO STA. 11+12

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	5/4/2015
PROJECT NO:	SR8052
SHEET NO:	

7 OF 10



EROSION & SEDIMENT CONTROL STANDARD NOTES

- 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.
- 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 STATE 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.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
- PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED, TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
- IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
- 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 AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM SLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE RIP-RAP OR STONE STABILIZATION AT POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
- 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 SHALL 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.
- LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AIR AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

INSPECTION & MAINTENANCE

- INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
- SHOULDER TO FABRIC OR VIA A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY.
- SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

CONSTRUCTION SEQUENCE

ITEMS MUST OCCUR IN THE ORDER LISTED; ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

- RECEIVE PERMIT COVERAGE FROM CITY OF COLUMBIA AND NPDES COVERAGE FROM SCDHEC.
- PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 5,000 SQ. FT. ARE DISTURBED AND THE PROJECT IS NON-LINEAR).
- NOTIFY CITY OF COLUMBIA STORM WATER MANAGEMENT (803) 545-3186 AT LEAST 2 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.
- INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
- CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
- INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AS APPLICABLE.
- CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
- FINE GRADING, PAVING, ETC.
- PERMANENT/FINAL STABILIZATION.
- REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (IT IS RECOMMENDED THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARED OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
- SUBMIT NOTICE OF TERMINATION (NOT) TO CITY OF COLUMBIA STORM WATER MANAGEMENT AS APPROPRIATE.

1. NOTE: IF NPDES COVERAGE IS BEING ISSUED AFTER LAND-DISTURBING ACTIVITIES HAVE ALREADY STARTED (E.G. IN RESPONSE TO A NOTICE TO COMPLY, NOTICE OF VIOLATION, OR ENFORCEMENT ACTION), THEN THE CONSTRUCTION SEQUENCE MUST SPECIFICALLY INDICATE THE ITEMS THAT HAVE ALREADY OCCURRED AND THE ITEMS THAT WILL BE OCCURRING AFTER NPDES COVERAGE IS ISSUED.

2. NOTE: INSTALLATION OF SOME PERMANENT WATER QUALITY DEVICES SHOULD OCCUR AFTER THE SITE IS STABILIZED; INCLUDE THIS IN THE SEQUENCE. CLEANOUT OF OTHER WATER QUALITY DEVICES THAT WERE USED DURING CONSTRUCTION SHOULD OCCUR AFTER SITE STABILIZATION.

3. NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND/OR UNTIL THE CONTROLS ARE REMOVED.

DESIGNER'S 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 THE CITY OF COLUMBIA, SOUTH CAROLINA."

DATE: 9/10/18 REGISTERED ENGINEER NAME: Dana Morgan

APPLICANT'S CERTIFICATION

"I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. CITY OF COLUMBIA AND SCDHEC AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON-SITE INSPECTIONS."

DATE: 9/10/18 OWNER/PERMIT APPLICANT: Dana Morgan

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

CITY ENGINEER

APPROVED BY:

CITY ENGINEER

NO	DATE	INITIALS	REVISION
4	4/17/17	BLG	REVIEW COMMENTS DATED 6/29/2017 CORRECTED SLOPE OF SIDEWALK AND ADDED TYPICAL CROSS SECTION PER SCDOT REVIEW COMMENTS DATED 4/3/2017
3	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017
2	2/14/17	BLG	CHANGED SIDEWALK FINISH
1	2/10/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017

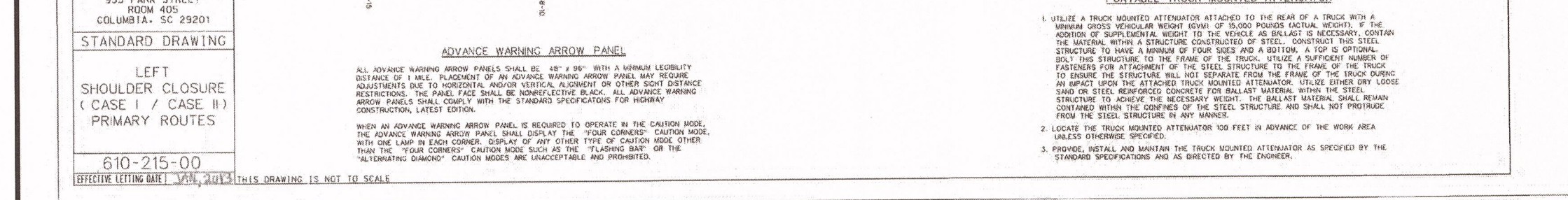
PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

EROSION &
SEDIMENT CONTROL &
CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052
SHEET NO:	8 OF 10



Moore, Erika

From: Gable, Bennie L
Sent: Monday, August 12, 2019 11:31 AM
To: Grice, Latisha A
Cc: Higgins, Dana R; Bolling, Andrea R; Porth, Gary B
Subject: RE: BID #008-19-20-LAG 5" Sidewalk Construction along Sulton and Maxcy Roads (SR8052)

Latisha,

I consulted with Dana about the incorrect line item and we agree that we need to make the correction. The apparent low bidder is AOS Specialty Contractor Inc. at \$219,268.00. It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$248,519.30.

Please let me know if you need any additional information.

Thanks!



Bennie Gable
Civil Engineer Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

Bennie.Gable@columbiasc.gov

Phone: (803) 545-4897

Cell: (803) 528-7894

Fax: (803) 988-8199

ColumbiaSCWater.Net
Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to: Bennie.Gable@columbiasc.gov**

From: Grice, Latisha A
Sent: Monday, August 12, 2019 10:26 AM
To: Gable, Bennie L <Bennie.Gable@columbiasc.gov>
Subject: BID #008-19-20-LAG 5" Sidewalk Construntion along Sulton and Maxcy Roads (SR8052)

Good Morning,

I have attached documents for you to review Bid #008-19-20-LAG – 5' Sidewalk Construction along Sulton and Maxcy (SR8052). Per our conversation on Friday this is the project that we spoke regarding the incorrect line item (21) on the bid form. Information given from the Engineers Estimate states 0.15 not .015 which is on the bid form. Please give your recommendation for this project. Please let me know if you have any concerns.

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

Not everything that is faced can be changed, but nothing can be changed until it is faced.

-- James Baldwin

Renewal Notice

City of Columbia, SC

TO: Chemtrade Chemicals US, LLC
Attn: Parul Kachhia-Patel
155 Gordon Baker Road, Suite 300
Toronto, ON M2H 3N5
800-441-2659

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Aluminum Sulfate \$261.00/Ton

The above chemical purchases were originally awarded to you based on pricing collected September 29, 2017. They were renewed for an additional 12-month term. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

The City would like to extend this contract for two (2) months to terminate November 30, 2019, or until a new contract is awarded, whichever occurs first. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

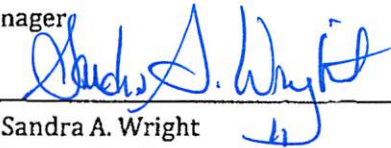
Acceptance of this Renewal, by execution of this document, is required prior to **Monday, September 16, 2019**. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this ____ day of _____, 2019

City of Columbia, SC

By: _____

Teresa Wilson
 City Manager

Submitted by: 
 Sandra A. Wright
 Purchasing Agent

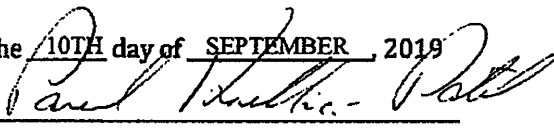
Chemtrade Chemicals US, LLC
Request for Renewal (Chemicals)
September 9, 2019
Page Two

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby

Acknowledged by PARUL KACHHIA-PATEL

This the 10TH day of SEPTEMBER, 2019

By: 

Printed Name: PARUL KACHHIA-PATEL

Title: MARKETING SPECIALIST

Comments: _____



We Are Columbia

September 9, 2019

Amber Lewis, Inside Sales
Cabot Norit Americas Inc.
3200 University Avenue
Marshall, TX 75670

RE: Contract Extension, BID047-14-15

To Ms. Lewis,

The current awarded period on the above referenced contract expires on September 30, 2019. At this time, the City would like to extend this contract for two (2) months to terminate November 30, 2019, or until a new contract is awarded, whichever occurs first, at the price of \$1,240.00 per ton of Carbon.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for the period stated above with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, September 13, 2019. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to receiving your prompt response.

La'Toyia T. Davis

La'Toyia T. Davis, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

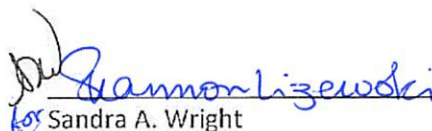
I agree to extend the current contract (BID 047-14-15) for two (2) additional months from October 1, 2019 to November 30, 2019, or until a new contract is awarded, whichever occurs first. All other terms and conditions as outlined in BID 047-14-15 are applicable, fully enforceable and will remain unchanged.

X Yes No

Amber Lewis 09/12/2019
Signature/ Date

Amber Lewis - Inside Sales
Printed Name of Signer/ Title

Comments: _____

 9/12/2019
for Sandra A. Wright Date
Purchasing Agent Signature

Teresa B. Wilson Date
City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Renewal Notice

City of Columbia, SC

TO: International Dioxide
Attn: Thomas Dwyer
40 Whitecap Drive
North Kingstown, RI 02852
401-295-3623

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Liquid Sodium Chlorite **\$1,150.00/Ton**

The above chemical purchases were originally awarded to you based on pricing collected September 29, 2017. They were renewed for an additional 12-month term at the above listed price. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

The City would like to extend this contract for two (2) months to terminate November 30, 2019, or until a new contract is awarded, whichever occurs first. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to **Monday, September 16, 2019**. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this ____ day of _____, 2019

City of Columbia, SC

By: _____

Teresa Wilson
City Manager

Submitted by: Shannon Lizewski

Sandra A. Wright
Purchasing Agent

International Dioxide
Request for Renewal (Chemicals)
September 9, 2019
Page Two

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby

Acknowledged by Thomas M. Dyer

This the 13 day of July, 2019

By: Thomas M. Dyer

Printed Name: Thomas M. Dyer

Title: ClO₂ Business Dir.

Comments: _____

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFO003-19-20-NMJ
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update.

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 a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) update in accordance with the requirements of the America's Water Infrastructure Act (AWIA) for the City of Columbia.

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

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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 a *Notice to Proceed* for an initial term of one (1) year.

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 A, attached hereto.

6. **COMPENSATION** – (See Exhibit A)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. One Hundred Forty-Nine Thousand, Seven Hundred Fifty Dollars and No/100 (\$149,750.00).
- 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 B 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

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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 D)

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 E)

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 Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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	8	%
WBE	_____	%
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/>)
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

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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*.

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

- 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

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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 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.

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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.

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: Craig Metts, PE
 Title: Senior Project Manager
 Address: 101 Research Drive
 Columbia, SC 29203-9389
 Phone: 803-240-1000
 Email: craig.metts@aecom.com

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

16. 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.

**AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update**

- 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**

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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 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

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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

AECOM Technical Services, Inc.

Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

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

CITY OF COLUMBIA, SOUTH CAROLINA

	Teresa Wilson, City Manager	Date: _____
Witness		

AECOM Technical Services, Inc.		
	Signature	Date: _____
Print: Name/Title		

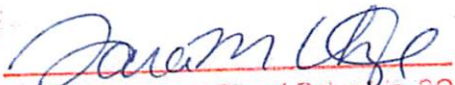
Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations	Date
--	------

Clint Shealy, P.E., Assistant City Manager for Columbia Water	Date
---	------

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts	Date
--	------

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update

List of Exhibits

Exhibit A – Statement of Work/Schedule/Compensation

Exhibit B – Business Information Record for Subconsultants/Subcontractors

Exhibit C – Business Information Record for Prime

Exhibit D – Invoicing Procedures

Exhibit E – Prompt Payment Affidavit

Exhibit A

Proposed Scope of Work

Risk and Resilience Assessment and Emergency Response Plan Columbia Water

1.0 Introduction

AECOM is pleased to submit this scope of work to conduct a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) update in accordance with the requirements of the America's Water Infrastructure Act (AWIA). Atlantic South, LLC will serve as our DBE subconsultant for this project. We understand the importance of this project and we are excited about the prospect of continuing our relationship with Columbia Water (CW).

The sections that follow outline our proposed methodology, technical approach, schedule, and cost.

2.0 Methodology

2.1 Risk and Resilience Assessment Methodology

AECOM's risk and resilience assessment services are solidly founded on security and preparedness best practices, industry standards, and state and federal laws. We embrace the all-hazards approach to risk assessment that acknowledges the importance of considering not only malevolent threats, but also hazards resulting from natural disasters, interdependencies, and proximity. Provided below is a list of the RRA requirements in the AWIA that AECOM will address:

- Risks to the system from malevolent acts and natural hazards
- Resilience of pipes, constructed conveyances, physical barriers, source water, raw water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, and other automated systems
- Monitoring practices
- Financial infrastructure
- Use, storage, or handling of various chemicals
- Operation and maintenance of the system

Over the past 10 years, the water sector has done an excellent job of providing utilities with tools and guidance that can be used to assess risk and improve resilience. We strongly advocate that utilities take advantage of these resources when conducting RRAs to improve efficiencies and to avoid the need to develop custom solutions. For the RRA, AECOM proposes to use the following water sector guidance and voluntary consensus standards:

- ANSI/AWWA J100-10(R13), Risk and Resilience Management of Water and Wastewater Systems (J100)
- ANSI/AWWA G300-14, Source Water Protection (G300)
- ANSI/AWWA G430-14, Security Practices for Operation and Management (G430)

- AWWA, Process Control System Security Guidance for the Water Sector and Cybersecurity Use Case Tool
- EPA, Baseline Information on Malevolent Acts for Community Water Systems

The J100 methodology is comprised of seven steps designed to evaluate the risk and resilience of a water/wastewater utility to malevolent threats and hazards caused by natural disasters, interdependencies, and proximity. Step 7 of the J100 process provides a cost/benefit method for evaluating the return on investment of alternative countermeasures and mitigation measures. The data analysis associated with this step is significant and can increase the level of effort by as much as 30%. The requirements in AWIA do not require quantitative analysis of countermeasures as described in Step 7 of J100; therefore, AECOM suggests omitting Step 7. While we propose not to conduct the Step 7 cost/benefit analysis, we will provide CW with risk mitigation recommendations that are based upon our experience in conducting more than 60 previous RRAs and upon industry best practices from G300 and G430. The graphic below illustrates the steps of the RRA grouped in the order in which we propose to conduct them.



Figure 1. The steps of the risk assessment methodology

At a minimum, AECOM proposes to assess the following water system assets:

- Source water and intakes associated with Lake Murray and the Columbia Canal
- Raw water transmission
- Lake Murray and Canal Water Treatment Facilities (WTFs) and associated treatment, storage, pumping, and chemical inventory assets
- Water storage tanks
- The distribution system as a single asset
- Selected distribution system components that serve critical customers or that represent single points of failure
- Wholesale water connections
- Supervisory Control and Data Acquisition (SCADA) system
- Business network
- Security network

Our cybersecurity assessment will address the Supervisory Control and Data Acquisition System (SCADA), as well as the business network that supports the CW financial infrastructure. In addition to utilizing the AWWA Process Control System Security Guidance and Tool, we will also assess network segmentation, firewalls, white listing, IT policies and procedures, employee training, 3rd party vulnerabilities, network intrusion monitoring, and business continuity / disaster recovery.

On August 1, 2019, EPA released several new guidance documents and tools to help utilities achieve compliance with AWIA. For the RRA, we will be referencing one of these new documents: Baseline Information on Malevolent Acts for Community Water Systems. This document provides information that can be used as a starting point for utilities to consider when they are estimating the threat likelihood of various malevolent acts. However, this document does not constitute a site-specific threat assessment, so AECOM will also be incorporating threat likelihood estimation techniques such as the Proxy Method contained in the J100 methodology, as well as direct threat information from local law enforcement, the FBI, and DHS.

Also on August 1, 2019, EPA released an updated version of the Vulnerability Self Assessment Tool (VSAT 2.0). This is software that can be used to support the rigorous data analysis and computations required by the J100 methodology. Our AECOM team has experience using previous versions of VSAT, and we have evaluated the latest version. For the CW RRA, AECOM proposes to use PARRE® software, which is J100-compliant. In our experience using both PARRE® and previous versions of VSAT, we have found that PARRE® is more robust and user- friendly.

The PARRE® software will calculate the baseline risk and resilience using the equations shown below.

$$R = C * V * T$$

$$Re = D * S * V * T$$

Where

- R = Risk
- Re = Resilience
- C = Consequence
- V = Vulnerability
- T = Threat Likelihood
- D = Duration of Service Denial
- S = Severity of Service Denial

2.2 Emergency Response Plan Methodology

Similar to the RRA, AECOM's approach to updating the CW ERP will result in a document that is compliant with the AWIA. Listed below are the ERP requirements in the AWIA that AECOM will address.

- Strategies and resources to improve the resilience of the system, including physical security and cybersecurity
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the water system to deliver safe drinking water

- Actions, procedures, and equipment which can eliminate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system
- It is also required that Community Water Systems, to the extent possible, coordinate with existing local emergency planning committees established pursuant to the Emergency Planning and Community Right-To-Know Act of 1986 (42 U.S.C. 11001 et seq.) when preparing or revising an assessment or emergency response plan

In addition to achieving compliance with AWIA, the ERP will be developed using industry best practices and guidance, including the following:

- ANSI/AWWA G440-17, Emergency Preparedness Practices (G440)
- AWWA M19, Emergency Planning for Water and Wastewater Utilities (M19)
- EPA, Emergency Response Plan Template (for reference only)

Current recommended best practices that we anticipate incorporating into the ERP include:

- A focus on resilience and all-hazards preparedness
- Pre-incident preparedness for response and recovery from threats and hazards
- Inclusion of employee safety provisions
- Inclusion of threats and hazards as identified during the RRA, including emerging threats such as cyber-attacks.
- Incorporation of the National Incident Management System (NIMS), particularly the Incident Command System (ICS)
- Appropriate utility staff inclusion, engagement, and training
- Incorporation of mutual aid including participation in SC WARN
- Adequate provisions for effective internal and external communications, including a media / press release template
- Inclusion of a plan for maintaining and updating the ERP.
- Inclusion of guidance regarding training and exercises based on best practices recommendations outlined in M19 and G440

3.0 Technical Approach

This section presents our technical approach which integrates the activities across all tasks to create an efficient workflow. We know that CW staff are busy, and our approach will minimize the number of meetings and interviews required to achieve SW objectives.

The outline below summarizes the activities that will be conducted and the paragraphs that follow provide additional details:

RRA and ERP Update

- Kickoff Meeting
- Background data request and review
- Site Visit #1 (4-5 days)
 - Internal stakeholder workshop and preliminary interviews

- Threat meeting with local law enforcement, the FBI, DHS, and the Richland County Community Emergency Response Team (CERT)
 - Development of preliminary Threat-Asset (TA) pair matrix
 - Discussion of ERP data gaps
 - Visits to critical assets
 - Additional interviews and data gathering
- Data analysis and baseline risk calculations
- Development of preliminary recommendations for risk mitigation and resilience improvements
- Development of a draft ERP outline
- Site visit #2 (1 day)
 - Risk and resilience recommendations workshop
 - Review draft ERP outline
- RRA Report
 - Draft RRA report
 - Discussion of comments
 - Final RRA report
- ERP Report
 - Draft ERP
 - ERP workshop and discussion of comments
 - Final ERP
- Progress Updates
 - Mid-month conference calls through the term of the project
 - Monthly onsite progress meetings through the term of the project

Upon the notice to proceed, our AECOM team will conduct a kick off meeting with CW staff and request background documents such as the existing Vulnerability Assessment (VA), maps, flow charts, policies and procedures, and other information about critical assets. The purpose of the kick off conference meeting will be to re-affirm project objectives and to discuss the schedule, procedures for coordinating site visits, and preferred communication methods. Following receipt of background documents, AECOM will review the materials and begin the process of identifying critical assets, redundancies, backup systems, and critical dependencies prior to conducting site visits and staff interviews. We believe that thorough planning and preparation on our part is essential to minimizing the burden on and time commitment for CW staff.

After reviewing existing documents, the AECOM team will conduct a multi-day site visit (4 -5 days). The site visit will begin with an initial stakeholder workshop and group interviews. This will be instrumental in validating our understanding of the water system and setting the stage for collaboration between knowledgeable CW staff and our assessment team. The initial workshop will span approximately three hours and may be followed by breakout sessions with key subject matter experts.

After the initial stakeholder workshop the AECOM team will visit critical assets associated with source, treatment, pumping, storage, distribution/collection, monitoring and control systems, and critical business functions such as information technology, purchasing, customer service, invoicing and accounts receivable, payroll, and Human Resources. Visiting assets is important for identifying vulnerabilities and existing mitigation measures, and identifying and validating the effectiveness of policies, standard operating procedures, and employee behaviors.

Also during the site visit, AECOM will convene a threat workshop to solicit input on utility-specific threats and hazards from local law enforcement, the FBI, DHS, and Richland CERT. J100 provides a list of

reference threats and hazards that must always be considered, but this meeting will provide expert input into which threats and hazards should be focused upon during the RRA and ERP. This meeting can also help strengthen relationships with these key security and preparedness partners in cases where strong relationships may not yet exist. AECOM suggests conducting this threat workshop as a working lunch. We have found that the visiting experts often appreciate the hospitality and fellowship that conveys and providing lunch also helps improve attendance.

By the end of the first site visit, our goal is to develop and present preliminary TA pairs. A matrix will be developed of critical assets to be considered versus appropriate threats and hazards that should be applied to each asset. Initially this matrix may contain several hundred TA pairs of varying levels of priority. This is generally too many to efficiently take thorough the J100 process, so AECOM will work with CW staff in accordance with J100 procedures to prioritize the most important TA pairs for further consideration. It is important to focus the RRA on a subset of the highest consequence TA pairs because it is unlikely that limited financial resources will be devoted to mitigating low-consequence TA pairs, and if the number of TA pairs is not reduced to a manageable level, it becomes cumbersome for the stakeholders and the assessment team to maintain a big-picture perspective of the risk assessment. For a utility the size of CW, we would suggest targeting the top 50 +/- TA pairs for analysis using J100.

The final step in the first site visit will be a discussion of our preliminary ERP gap analysis observations.

Following the site visit, our AECOM team will conduct the consequence, vulnerability, and threat likelihood (CVT) analysis using PARRE® software to calculate baseline risks. Much of the information required for these calculations will be gathered during the site visit and from background documents.

After calculating the baseline risk and resilience for each TA pair, we will develop recommendations for risk mitigation and resilience improvements that are consistent with industry consensus guidance. We will then conduct a recommendations workshop with stakeholders to discuss and achieve consensus on risk management recommendations. It is likely that it will be too expensive to implement all recommendations, so it is important that CW stakeholders be involved in making decisions to best strike a balance between the financial resources that CW is able to commit to risk mitigation and the necessity to accept a certain degree of risk. Consensus recommendations derived from this workshop will be included in the report. The project team will compile the information developed in this task into a draft RRA Report. The report will include the following:

- A summary of the methodology
- A description of the water system assets and threats
- The results of the CVT analysis
- A summary of the baseline risk analysis results
- Industry best practices and benchmarking the security and preparedness status of CW with respect to other similar sized utilities
- Risk reduction recommendations

After CW has had the opportunity to review the draft RRA, AECOM will conduct a review meeting or conference call with CW to discuss comments on the draft document and answer any questions. Following the review meeting and receipt of final comments, we will prepare the final RRA report. Hard copy and electronic versions of the report will be delivered.

Also, at this time, the AECOM team will present and discuss our proposed outline for the ERP update. The data gathering activities and interviews conducted during the RRA task will also gather much of the

Information needed for the ERP update. The AECOM team will conduct a gap analysis on the existing ERP to identify potential deficiencies with respect to new requirements of the AWIA (e.g., system monitoring (water quality and security), financial system recovery, cyber preparedness, etc.). The team will then develop an annotated outline (e.g., content) for the updated ERP. This outline content will incorporate the threats and hazards identified in the RRA, industry guidance, and lessons learned from our extensive experience with ERP development. The format of the existing CW ERP should be generally compliant with AWIA requirements. If minor changes are needed, we will take into consideration the recommended content contained in M19, G440, and the recent EPA ERP template released on August 1, 2019.

EPA has provided example ERP appendices such as water disruption response flow charts. We find some of this material to be very useful and propose to incorporate appropriate content into the CW ERP. A meeting will be conducted to discuss CW comments on the proposed ERP outline.

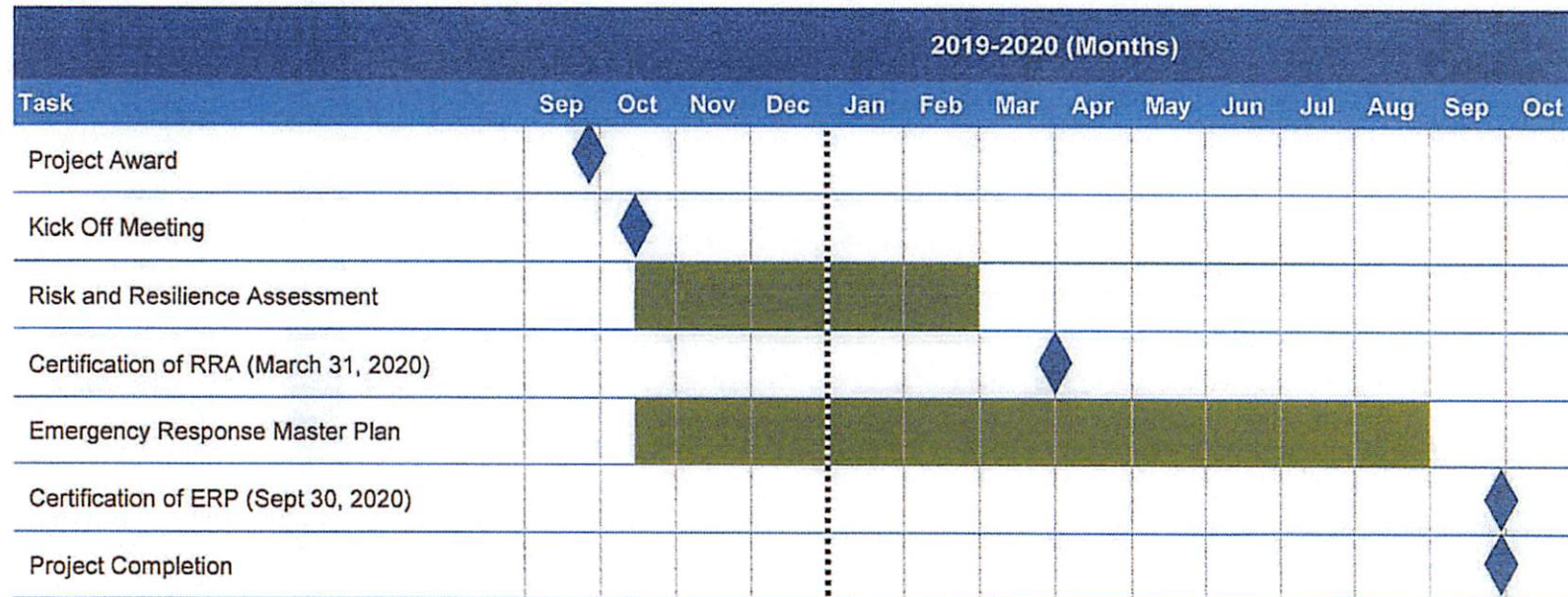
Concurrent with the ERP gap analysis and outline, our team will develop a list of additional data needed to complete the development of the ERP. Some of this information may be able to be gathered electronically via email and some may require an additional short site visit. Following development and concurrence on the outline, the AECOM Team will develop a draft ERP update.

The project team will compile the updated information into a draft ERP and will conduct an ERP workshop with key CW stakeholders. This workshop will serve both as an opportunity to provide review comments and as a mini tabletop exercise to orient staff on the contents of the ERP and provide instructions for practicing and use.

Following the ERP workshop and subsequent comments on the draft ERP, AECOM will develop a final ERP and deliver hard copies and electronic versions as required.

4.0 Schedule

Our technical approach for this project integrates the activities across all tasks to create an efficient workflow. We know that CW staff are busy, and our approach will minimize the number of meetings and interviews required to achieve CW objectives. All of the tasks will kick off simultaneously following award. To the extent possible, data gathering for all tasks will be conducted simultaneously to minimize the number of redundant interviews and meetings. ERP activities will overlap with the RRA, but the ERP cannot be completed until risks and business impacts are identified through the RRA process. The goal is to complete both the RRA and ERP one month prior to the regulatory deadlines of March 31, 2020 and September 30, 2020, respectively. This will allow for flexibility if schedule challenges are encountered during the project. AECOM will conduct mid-month and monthly progress updates with CW through the completion of the project.



5.0 Cost

AECOM proposes to complete the RRA and ERP Update for a Lump Sum amount not to exceed \$149,750.00 based upon the following estimated distribution of compensation. Project requirements and costs may result in deviations to the attached breakdown of fee by activity, including distribution of expenses.

Activity	Hours	Labor	Expenses	Total
Risk and Resilience Assessment	610	\$90,450.00	8,940.00	\$99,390.00
Emergency Response Plan	282	\$45,400.00	4,960.00	\$50,360.00
	892	135,850.00	13,900.00	149,750.00

Exhibit B

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: Water Risk and Resilience Assessment/Emergency Response Plan Update

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

Business Name (as shown in SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code - See Key Below)
Atlantic South DUNS# 145406737 CAGE# 3TNP4	V013940	Assistance with Risk and Resilience Assessment	\$11,980	8 %	MBE, SBE, DBE, CDBE	BM
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ \$11,980TOTAL CONTRACT AMOUNT: \$ \$149,750

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

Business Name: - AECOM Technical Services, Inc.

Representative Name/Title: R. Thomas Haselden, Jr., PE, BCEE, Vice President/Authorized Signatory

Date: August 29, 2019

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Atlantic South, LLC

Company Name

3660 West Montague Avenue

Physical Address

same as physical address

Mailing Address

North Charleston, SC 29418

City/State Zip Code + 4

(843) 580-9010

Phone number

(843) 375-8215

Fax number

Adrian Williams, PE

Primary Contact Name

Christian Williams

Secondary Contact Name

awilliams@atlantic-south.com

Primary Contact Email Address

cwilliams@atlantic-south.com

Secondary Contact Email Address

20-0697741

Federal ID #

V013940

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

Phone number

() _____ Fax number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address**Secondary Contact Email Address**

Federal ID #

Vendor #

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

_____ Company Name	
_____ Physical Address	
_____ Mailing Address	
_____ City/State Zip Code + 4	
_____ () Phone number	_____ () Fax number
_____ Primary Contact Name	_____ Secondary Contact Name
_____ Primary Contact Email Address	_____ Secondary Contact Email Address
_____ Federal ID #	_____ Vendor #

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

_____ Company Name	
_____ Physical Address	
_____ Mailing Address	
_____ City/State Zip Code + 4	
_____ () Phone number	_____ () Fax number
_____ Primary Contact Name	_____ Secondary Contact Name
_____ Primary Contact Email Address	_____ Secondary Contact Email Address
_____ Federal ID #	_____ Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() _____
Phone number

() _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() _____
Phone number

() _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

**SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES
INCLUDING LABOR SURPLUS UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted _____%

Total MBE Participation Percentage to be subcontracted (\$11,980) 8 %

Total WBE Participation Percentage to be subcontracted _____%

Total Other DBE Participation Percentage to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

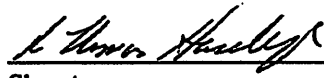
In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here: ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.



Signature

R. Thomas Haselden, Jr., PE, BCEE
(Print Name)

August 29, 2019

Date

AECOM Technical Services, Inc.

Business Name

Exhibit- C PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: ☐ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No___

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

***Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.**

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Form Completed by: _____
Authorized Signature Date

Invoicing Procedures: Exhibit D

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.

AECOM Technical Services, Inc.
Columbia Water Risk and Resilience Assessment/Emergency Response Plan Update
Exhibit C
Page 2 of 2

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.



CITY COUNCIL

September 17, 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

1.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Use Corridor and zoned Rural District (RU) by Richland County.
Applicant:	Lee Lorick Prina II, Trustee / Mungo Homes Properties, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/08/2019; Approval 8-0, with one recusal
ZPH, 1 st Reading:	09/17/2019; Pending
2 nd Reading:	10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.1 acres
 Current Use: Vacant
 Proposed Use: Single Family Residence
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Richland County Land Use: Mixed Use Corridor
 Proposed Land Use Classification: Urban Edge Mixed Residential (UEMR)
 Current Richland County Zoning: Rural District (RU)
 Proposed Zoning: General Residential District (RG-1)
 Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

Planning and Development Services recommends approval of this annexation. This 1.10 acre tract is a proposed road serving the proposed Ashcroft Subdivision- a small portion of the larger 161.97 acre, ~600-home residential subdivision, the remainder of which was recently annexed into the City of Columbia on June 4, 2019 (Ordinance 2019-029). **As this**

parcel is difficult to consider separately from the rest of the proposed development, the benefits and costs were included in the consideration of the prior annexation jointly with Ord. 2019-014. For reference, the prior determination for City services is reproduced below:

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 proposed development on the property being annexed includes about 600 single family residences at full build out which may take 10 years or more. The estimated cost to serve this proposed development (at full build-out) is **approximately \$160,000 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 lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

The development of approximately 600 residences on this site proposed for annexation will create new revenue, at the approximately **40% reduced** water service rates for in-city customers.

Planning & Development Services

We recommend annexation of this property, located within a Primary Area as designated in the Urban Service Area plan. At the projected full build-out of approximately 600 residences in approximately 10 years, **the estimated real estate tax revenue generated will be approximately \$215,000 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: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

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 Mixed Residential (UEMR) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post 1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types

- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

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

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Urban Edge Mixed Residential (UEMR) at the time of annexation.

Staff recommends that City Council assign zoning of General Residential District (RG-1) at the time of annexation.



Future Land Use Map

1.1 acre portion of 300 Clemson Road, TMS# 25700-02-03 16.a
 Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UEMR

Department of Planning &
 Development Services

Legend

CITY LIMITS

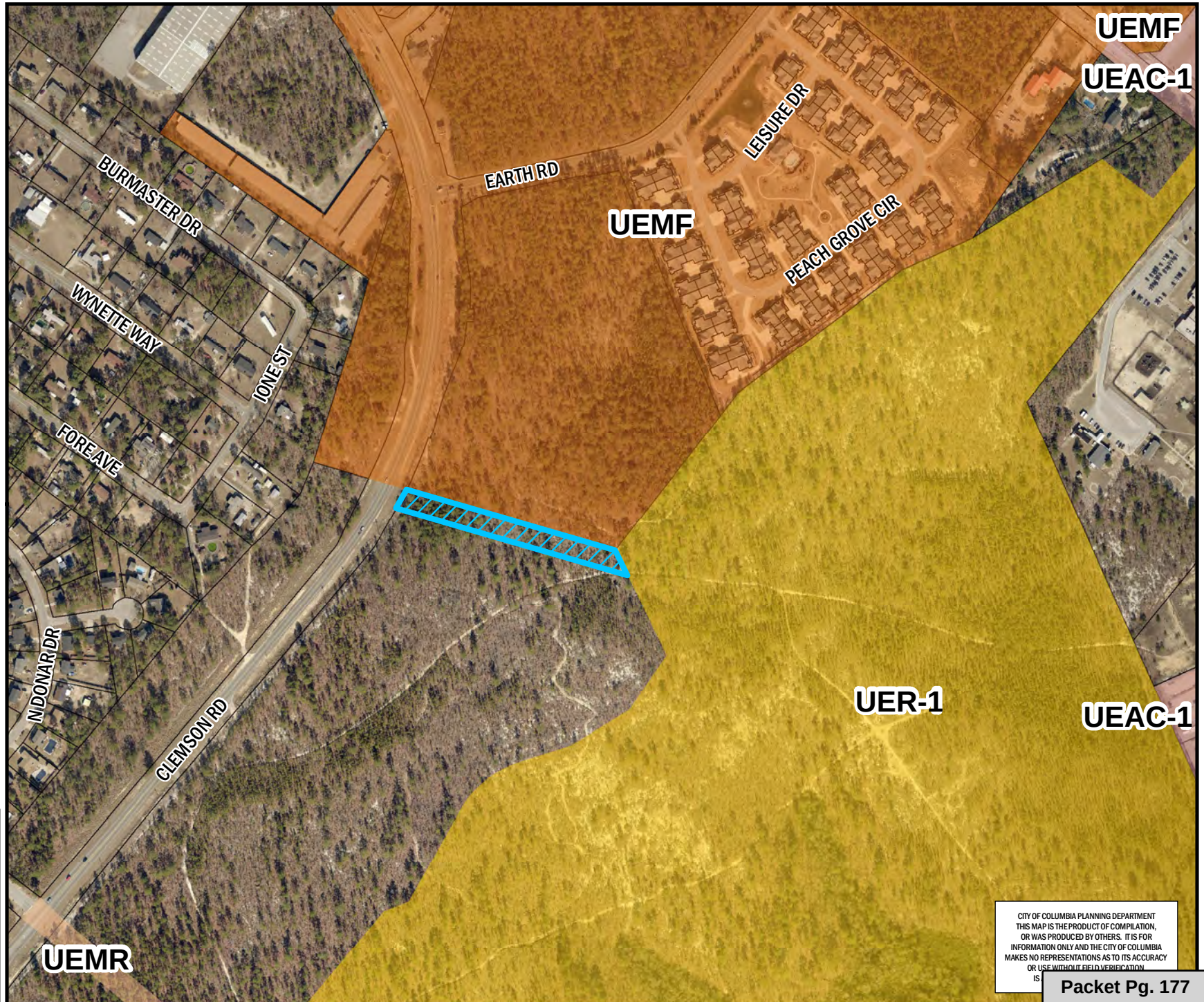
PARCELS

- 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
- 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

0 100 200 400

Feet

ORIGINAL PREPARATION/DATE:
 This map was prepared by:
 Shane Shaughnessy
 August 28, 2019



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

Zoning Map

Department of Planning & Development Services

1.1 acre portion of 300 Clemson Road, TMS# 25700-16.a
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-1

Legend

PARCELS

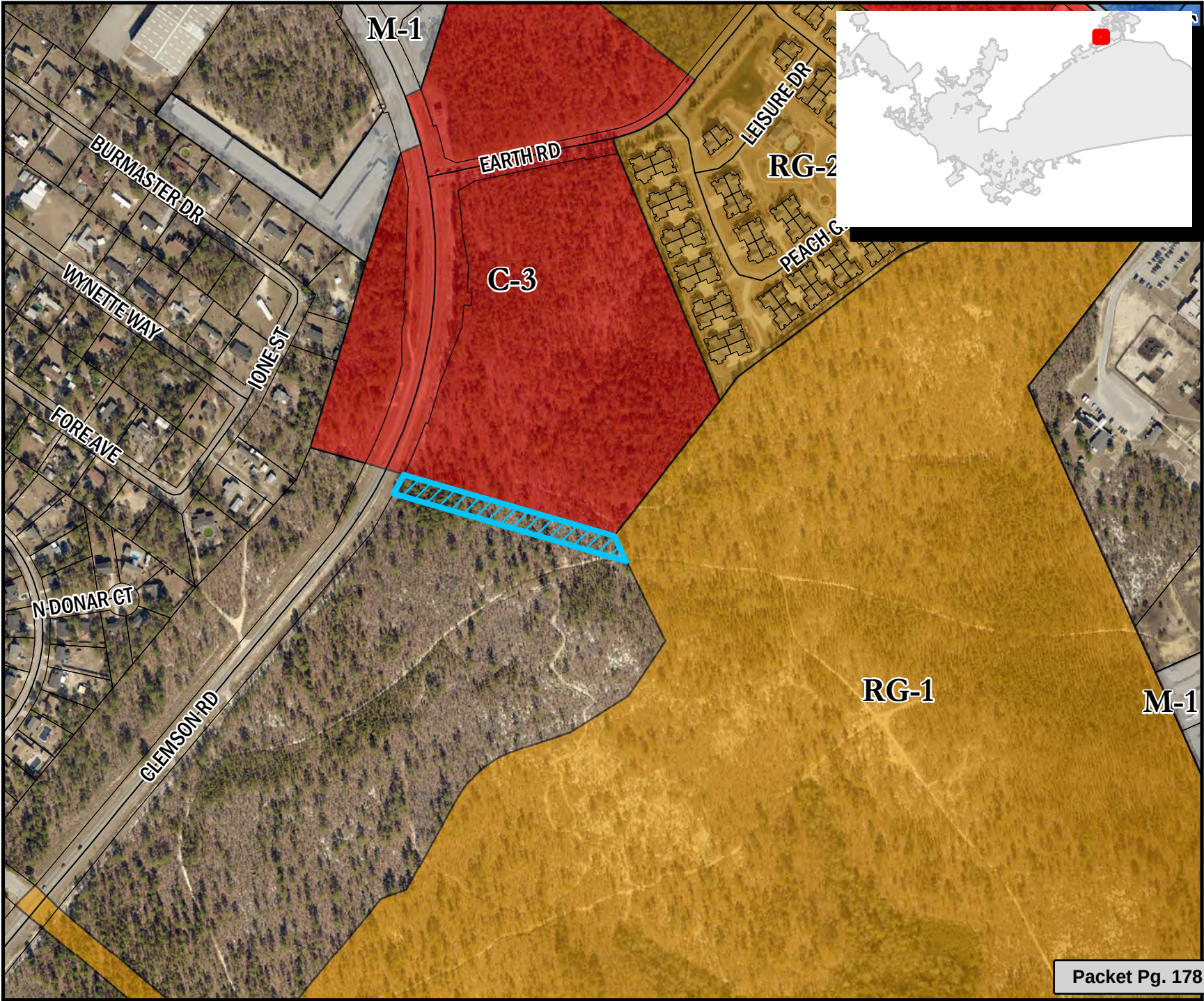
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RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 28, 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.



ORDINANCE NO.: 2019-065

*Annexing and Incorporating 1.1 acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p)
into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by
Ordinance No.: 2015-014 on February 17, 2015*

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 Residential District (RG-1), apportioned to City Council District 4, Census Tract 114.14, contains 1.1 acres, and shall be assigned a land use classification of Urban Edge Mixed Residential (UEMR).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25700-02-03(p)

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

Requested by:

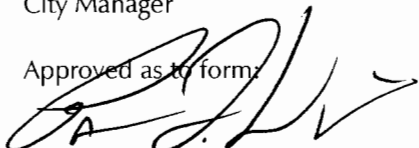
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-065

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 1.10 acres, on an Exhibit for an Additional Parcel to be Included with Annexation into the City of Columbia prepared for Southeast Land Acquisition, LLC by Civil Engineering of Columbia, Inc., dated April 29, 2019. Said parcel having such boundaries and measurements as are shown on said exhibit.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 23, 2019

RE: **Property Address:** 1.1 acre portion of 300 Clemson Road
Richland County TMS#: 25700-02-03 (portion)
Owner(s): Lee Lorick Prina II, Trustee / Mungo Homes Properties, LLC
Use: Vacant
Proposed Use: Residential
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural District (RU)
Proposed City Zoning: General Residential District (RG-1)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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

Planning & Development Services staff will see to it that this matter is placed on the **July 8, 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.

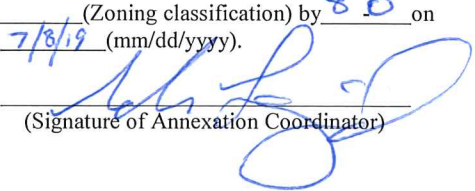
/atl

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: UEMR (Land Use classification) by 8-0 on 7/8/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 8-0 on 7/8/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

1.1 acre portion of 300 Clemson Road, TMS# 25700-02-03
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UEMR

16.b

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



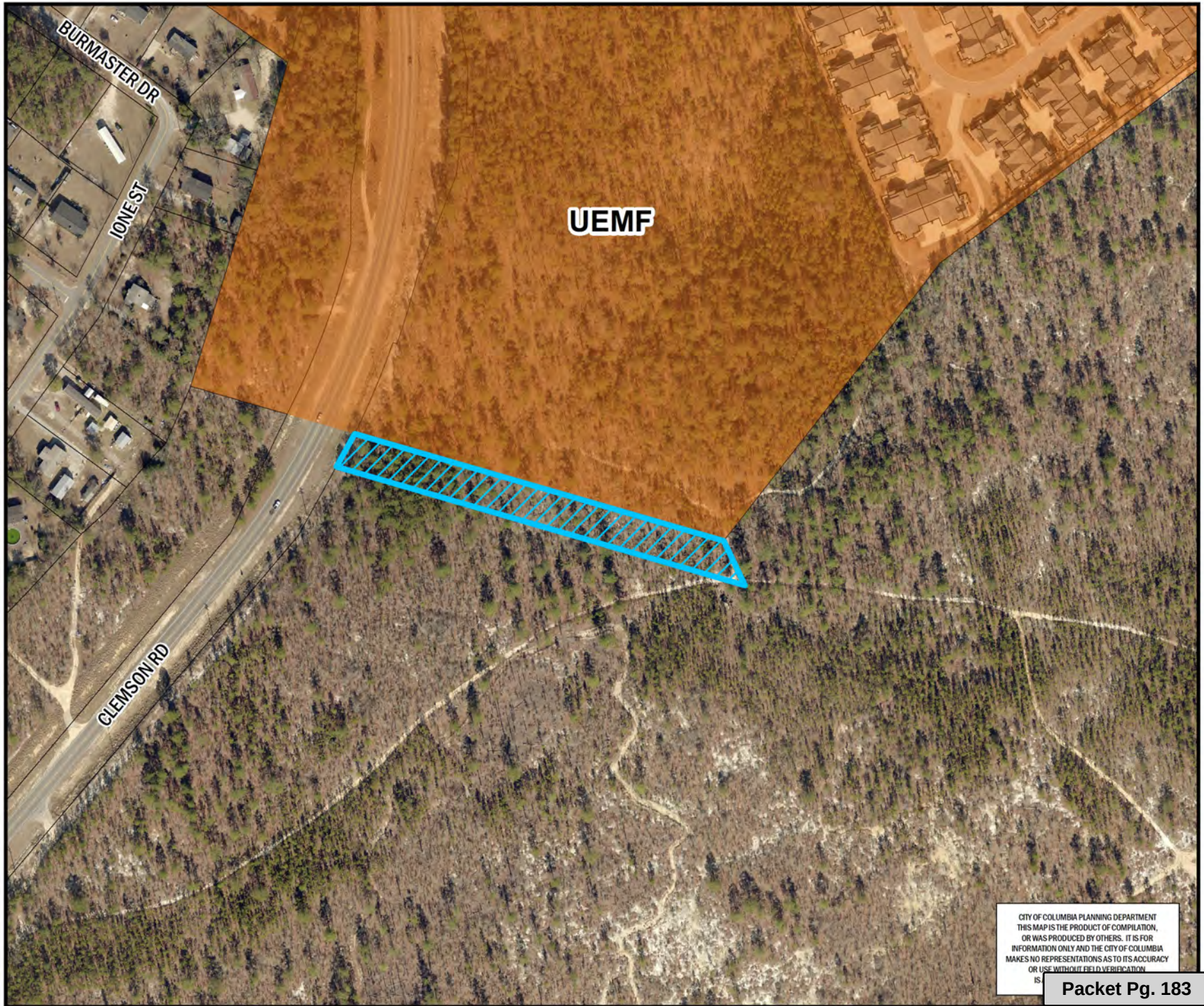
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 23, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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IS

Packet Pg. 183

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1.1 acre portion of 300 Clemson Rd., TMS# 25700 16.b
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-1

Legend

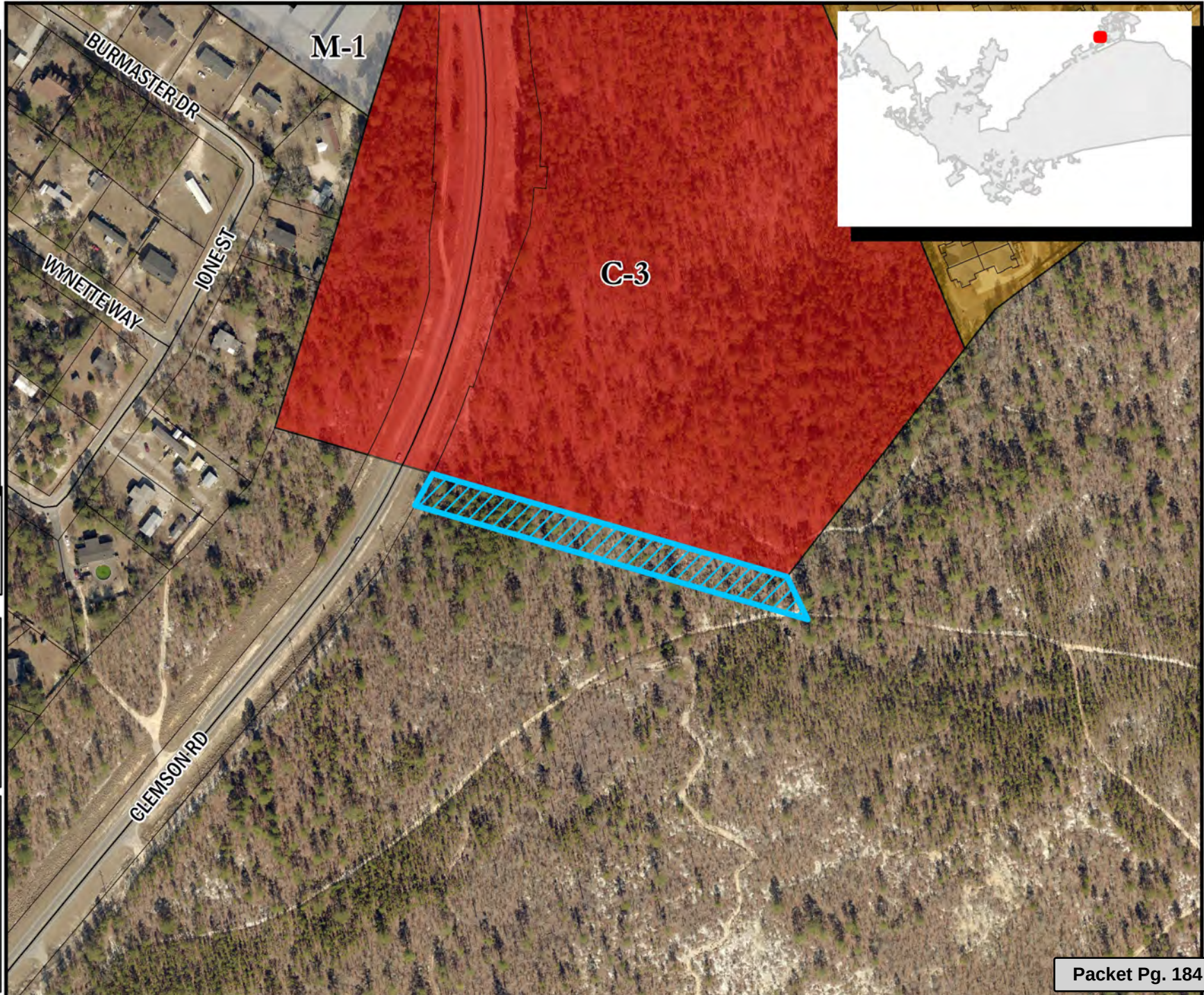
PARCELS

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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 23, 2019

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

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

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Clemson Road Tract, 1.10 acres, on an Exhibit for an Additional Parcel to be Included with Annexation into the City of Columbia prepared for Southeast Land Acquisition, LLC, by Civil Engineering of Columbia, Inc., dated April 29, 2019. Said parcel having such boundaries and measurements as are shown on said exhibit.

Richland County TMS: 25700-02-03 (portion)

Property Address: 1.10 acre portion of 300 Clemson Road

Seller:

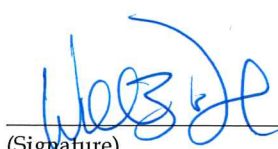
Lee Lorick Prina, II, Trustee

Date: 5/14/19

Lee Lorick Prina II, Trustee
 Lee Lorick Prina Revocable Trust
 Agreement, dated September 11, 1992

Buyer:

Mungo Homes Properties, LLC

BY: 

(Signature)

Date: 5/20/19

William S. Dixon

(Print or Type Name)

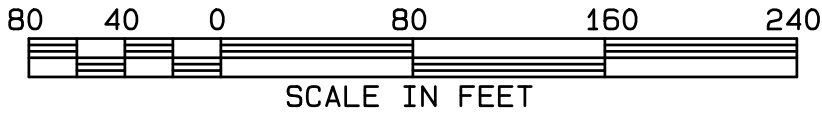
ITS: V.P.

(Print or Type Title)

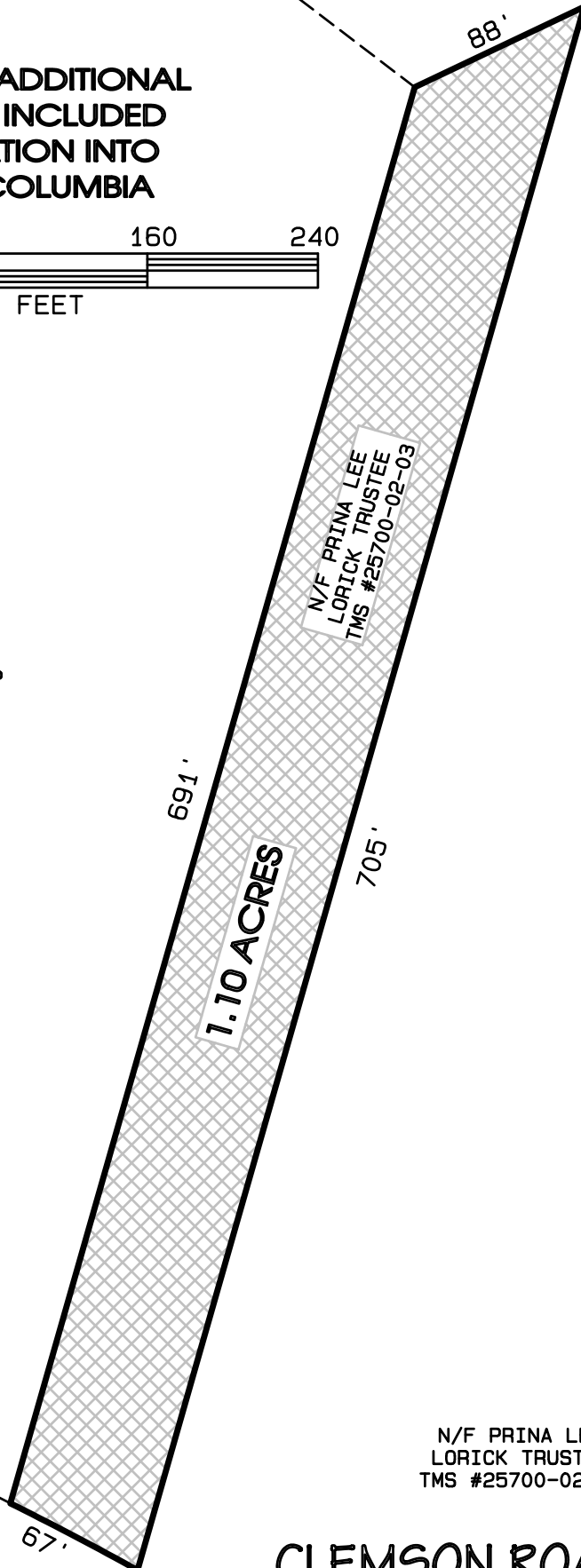


N/F PRINA LEE
LORICK TRUSTEE
TMS #25700-02-03

EXHIBIT FOR AN ADDITIONAL
PARCEL TO BE INCLUDED
WITH ANNEXATION INTO
THE CITY OF COLUMBIA

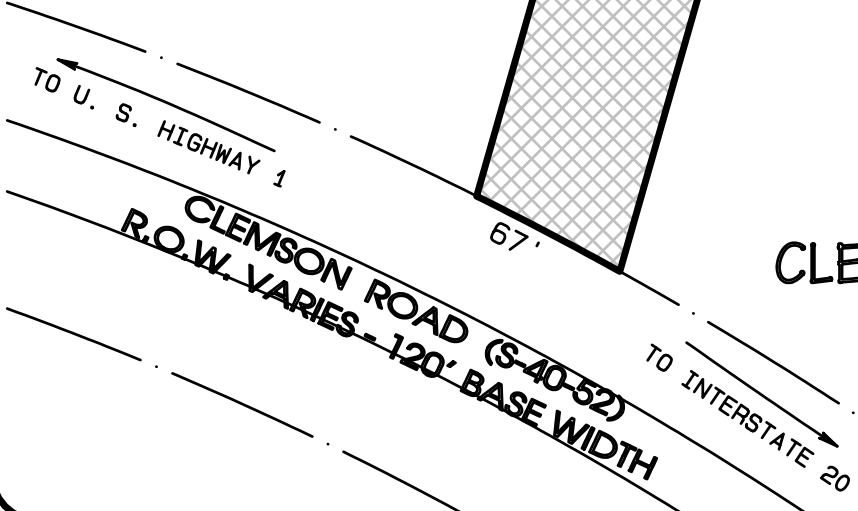


N/F PEACH GROVE LP
TMS #25700-02-01



N/F PRINA LEE
LORICK TRUSTEE
TMS #25700-02-03

CLEMSON ROAD TRACT



CEC

consulting engineering
surveying | planning

3740-A FERNANDINA ROAD COLUMBIA, SC 29210
TEL (803) 796-2820 FAX (803) 796-2826

PREPARED FOR
**SOUTHEAST LAND
ACQUISITION, LLC**

IRMO, SOUTH CAROLINA

NO.	DATE	REVISION DESCRIPTION	BY:
	DATE:	4-29-19	JOB NUMBER
	DRAWN:	M. DINKINS	18144
	SCALE:	1" = 80'	



CITY COUNCIL

September 17, 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 400 Beltline Boulevard and 0.07 acres, East Chapel Drive; TMS# 13810-02-16 and 13810-02-15

Council District: 3

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

Applicant: Shaffin Valimohamed

Staff Recommendation: Approval

PC Recommendation: 08/05/2019; Approval 5-0

ZPH, 1st Reading: 09/17/2019; Pending

2nd Reading: 10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.48 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Use Corridor
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: General Commercial District (GC)
Proposed Zoning: General Commercial District (C-3)
Census Tract: 26.04

DETERMINATION OF 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 proposed laundromat is approximately **\$4,300 annually** based on last year's calls for service at similar facilities 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

Solid waste service is not generally provided to commercial properties.

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend annexation of this laundromat, located within a Donut Hole as designated in the Urban Service Area plan. **The estimated real estate tax revenue generated will be approximately \$1,800 per year**, based on the current tax rate, property value estimates, and building permit data.

* 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 Community Activity Center (UCAC-2) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

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 3-5 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.

Primary Types

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

Secondary Types

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area of the Devine Street/Fort Jackson Boulevard Commercial Node Plan (2014). The generalized land use concept plan designated the subject property as neighborhood mixed-use, which is an area "intended to encourage the development of a pedestrian-friendly core of retail, office, civic, and recreational uses to support nearby residents" (11). The Plan notes that development within neighborhood mixed use areas "should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighboring residences," and that "higher density residential including townhomes, apartments, and condominiums should be encouraged" (11). The subject property was included within the Beltline Boulevard redevelopment concept (15), with the subject property shown as part of a larger, highly connected diverse residential neighborhood with townhomes, multi-family, and mixed-income housing. The subject property was shown as an entrance area/park within this conceptual plan. The Plan also makes a number of recommendations for improvements to Beltline Boulevard to increase safety and better accommodate all modes of travel.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the West, Office and Institutional District (C-1) to the South and General Residential District (RG-2) to the East. 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 that City Council approve the assignment of a future land use classification of Urban Core Community Activity Center (UCAC-2) 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

400 N. Beltline Blvd and 0.07 acres E. Chapel Dr., TMS# 13810-02-16 and 13810-02-17
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

17.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
- UCR-1 - Urban Core Residential Small Lot
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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



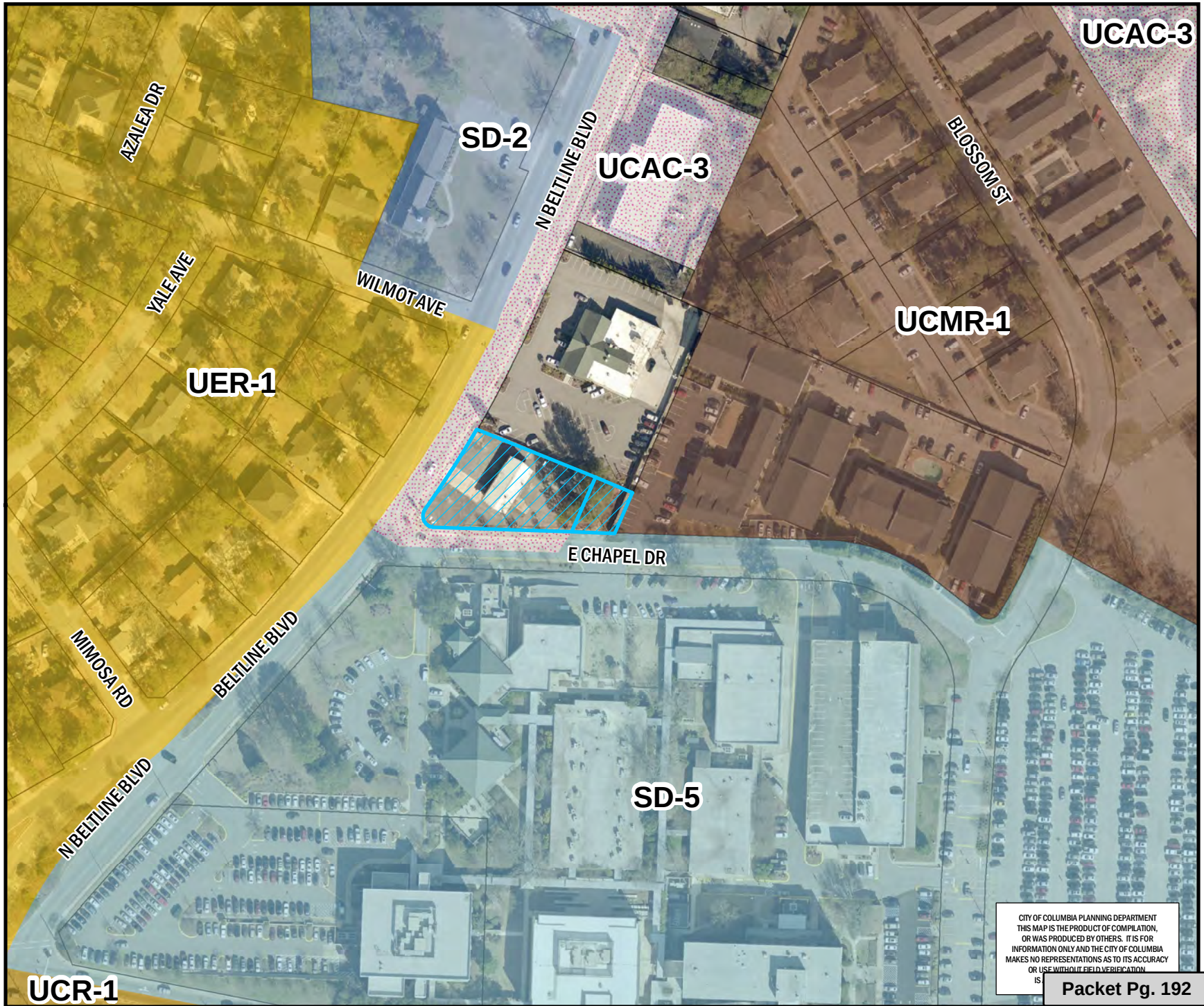
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 3, 2019



We Are Columbia



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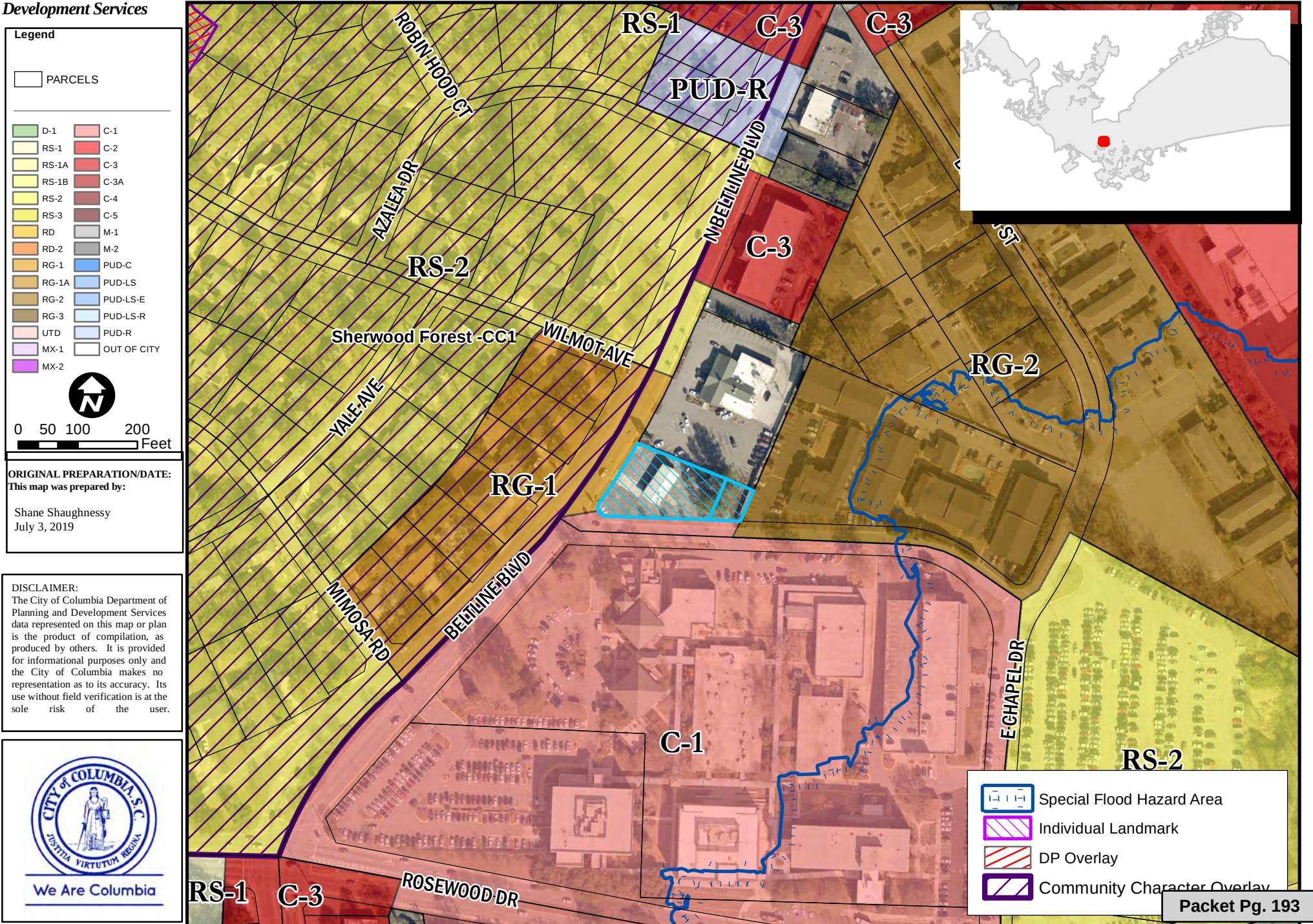
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

400 N. Beltline Blvd and 0.07 acres E. Chapel Dr., TMS# 13810-02-16 and 13810-02-17
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

17.a



ORDINANCE NO.: 2019-068

*Annexing and Incorporating 400 Beltline Boulevard and 0.07 acre East Chapel Drive, Richland County
TMS #13810-02-16 and 13810-02-15 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 26.04, contains 0.48 acre, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13810-02-16 and 13810-02-15

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

Requested by:

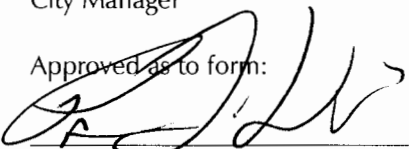
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-068

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.50 acres, more or less, and being shown and designated as TMS 13810-02-16, 0.43 acre; and TMS 13810-02-15, 0.07 acre; on a plat prepared for Shaffin Valimohamad by Civil Engineering of Columbia, dated August 2, 2016, revised August 3, 2016, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 2135 page 3155.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 3, 2019

RE: **Property Address:** 400 N. Beltline Boulevard and 0.07 acres, East Chapel Drive
Richland County TMS#: 13810-02-16 and 13810-02-15
Owner(s): Shaffin Valimohamed
Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial District (GC)
Proposed City Zoning: General Commercial District (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.04

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 **August 5, 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.

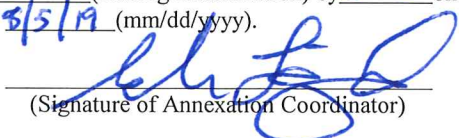
/atl

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 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: UCAC - 2 (Land Use classification) by 5 - 0 on 8/5/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 5 - 0 on 8/5/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

400 N. Beltline Blvd and 0.07 acres E. Chapel Dr., TMS# 13810-02-16 and 13810-02-17
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

17.b

Department of Planning & Development Services

Legend



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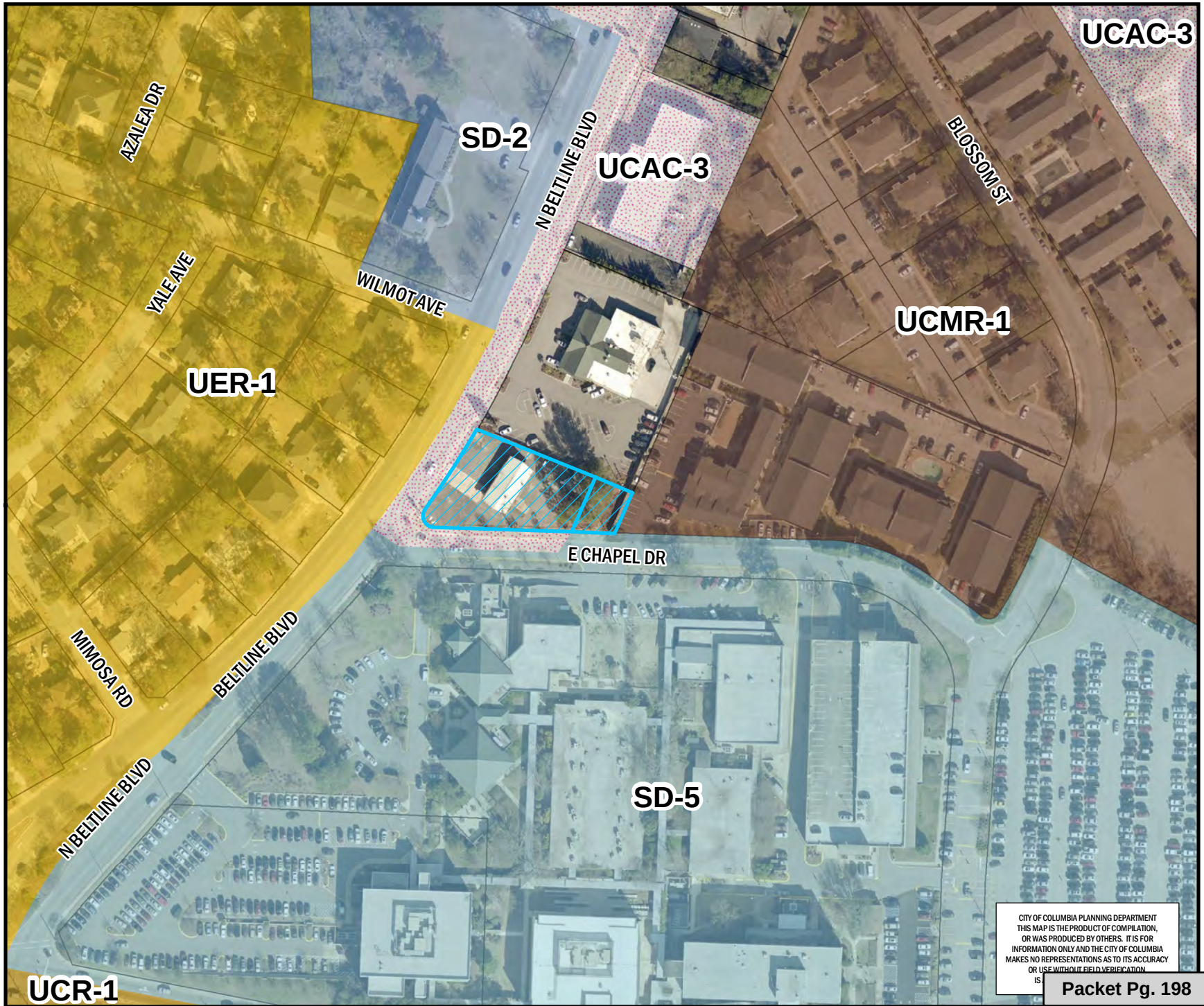
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 3, 2019



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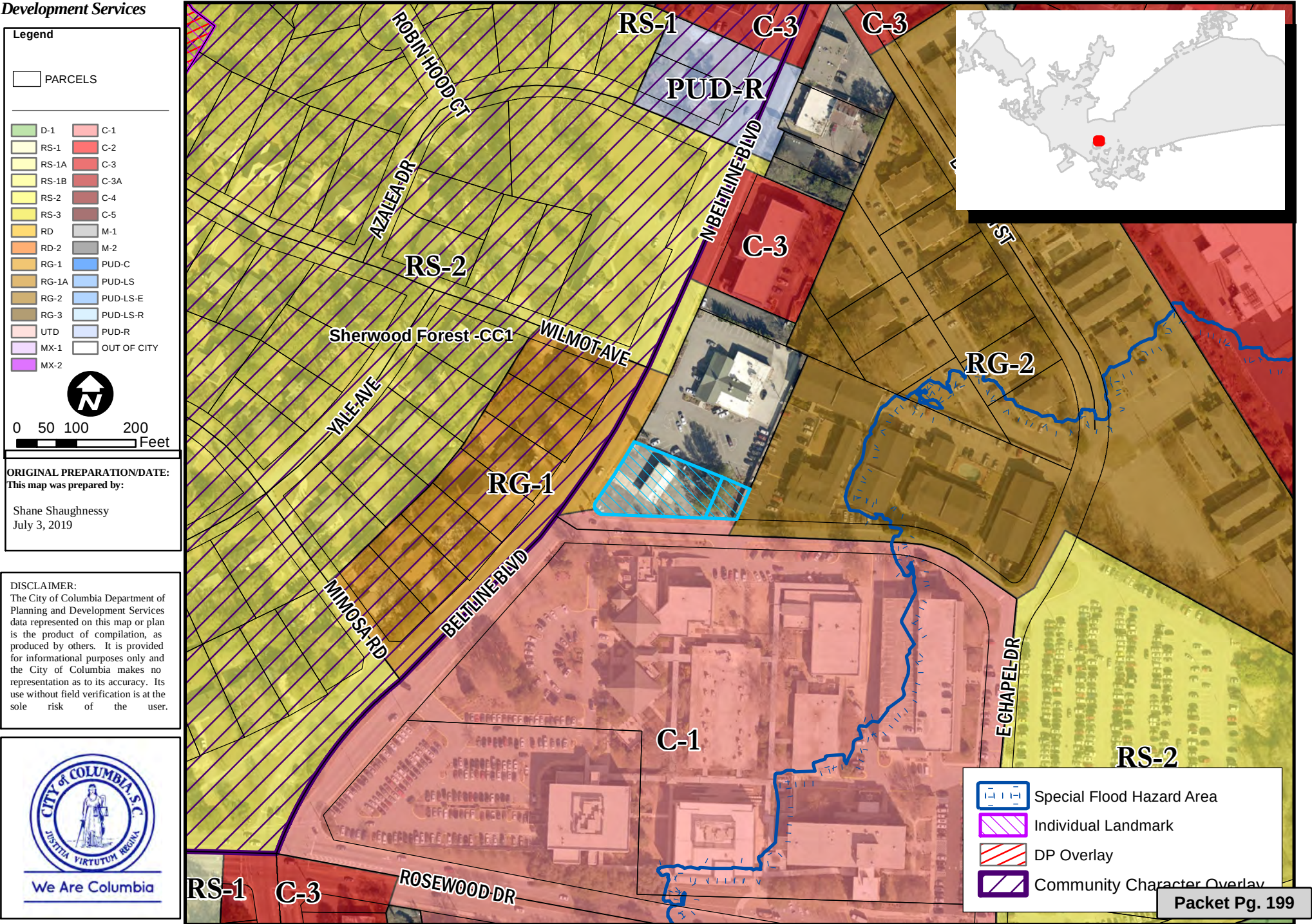
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

400 N. Beltline Blvd and 0.07 acres E. Chapel Dr., TMS# 13810-02-16 and 13810-02-17
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

17.b

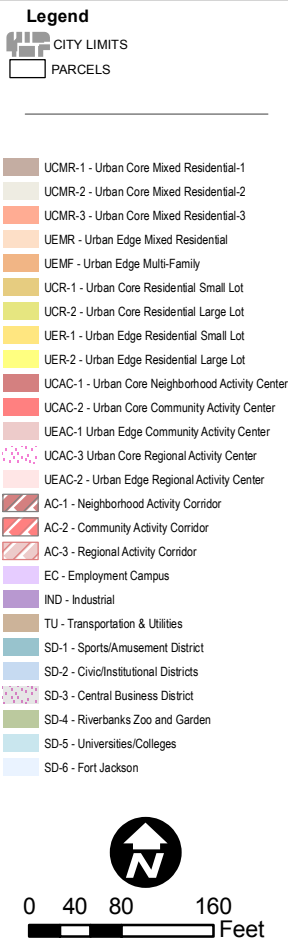


Future Land Use Map

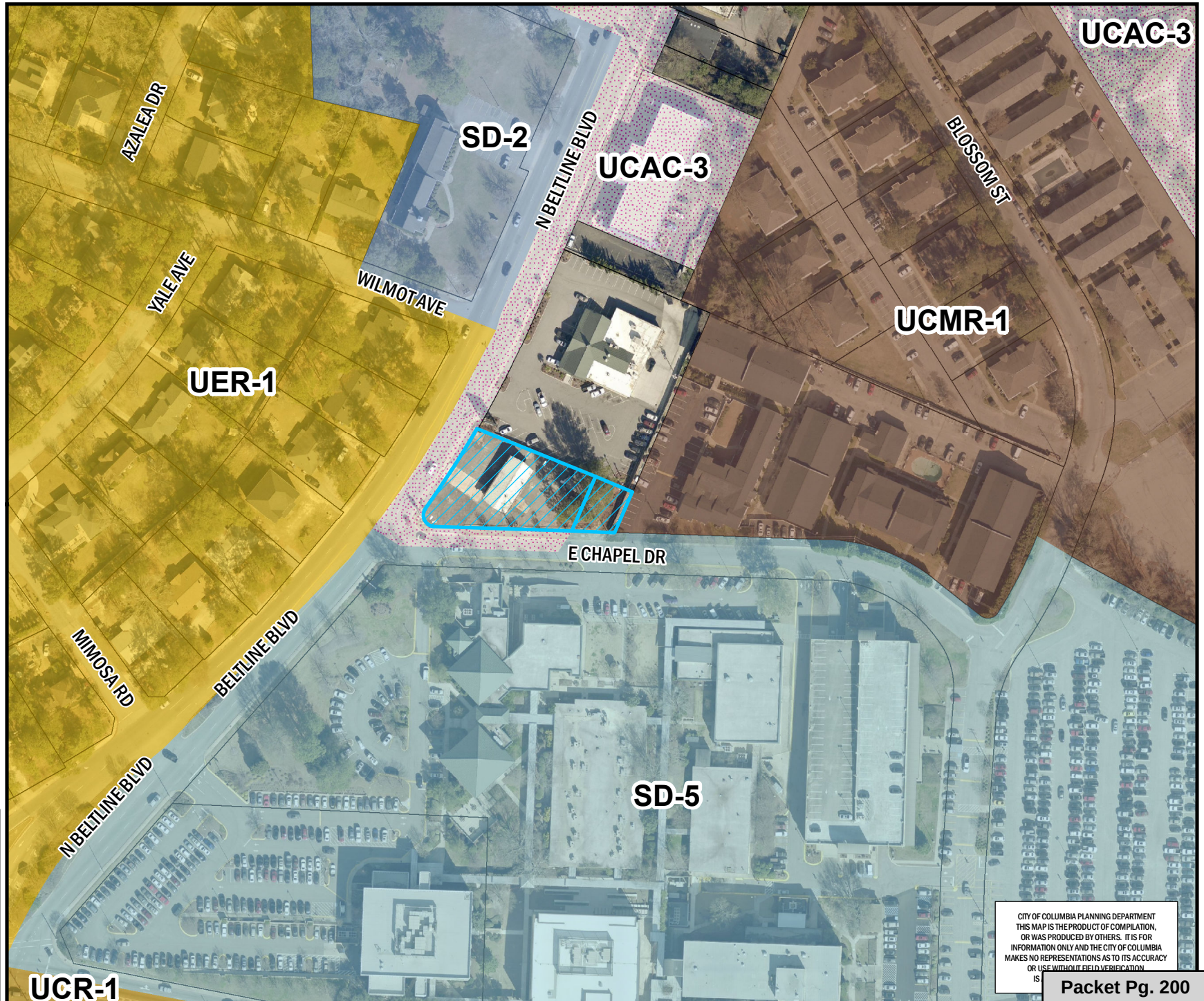
Department of Planning & Development Services

400 N. Beltline Blvd and 0.07 acres E. Chapel Dr., TMS# 13810-02-16 and 13
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

17.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 3, 2019



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** 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, or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.50 acres, more or less, and being shown and designated as TMS 13810-02-16, 0.43 acre; and TMS 13810-02-15, 0.07 acre; on a plat prepared for Shaffin Valimohamed by Civil Engineering of Columbia, dated August 2, 2016, revised August 3, 2016, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 2135 page 3155.

Richland County TMS: 13810-02-16 and 13810-02-15

Property Addresses: 400 Beltline Boulevard and 0.07 acres, East Chapel Drive

BY:


 Shaffin Valimohamed

Date:

20 June 2019

NOTES AND REFERENCES:

1. RICHLAND COUNTY T.M.S. 13810-02-16 AND 13810-02-15. ZONED GC.
2. SHOWN ON PLATS PREPARED FOR SHAFFIN VALIMOHAMED BY COX AND DINKINS, BOTH DATED 12-14-11. RECORDED IN PB1728-3068 AND PB1759-1360.
3. I HEREBY CERTIFY THAT THIS PROJECT IS NOT WITHIN A DESIGNATED 100-YEAR FLOOD PRONE AREA ACCORDING TO THE NATION FLOOD INSURANCE RATE MAP PANEL #45079C 0376 K, EFFECTIVE DATE SEPTEMBER 29, 2010.
4. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED. UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED.
5. THE PURPOSE OF THIS PLAT IS TO SHOW THE TWO LOTS TO BE COMBINED.
6. NOT ALL IMPROVEMENTS SHOWN.

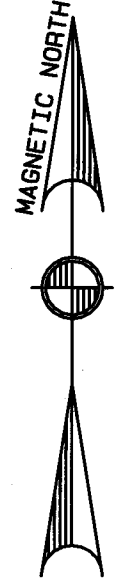
CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	42.88'	N16°49'50"W	20.00'	122°49'53"	35.12'	36.71'
C2	114.28'	N42°37'03"E	1469.32'	4°27'23"	114.25'	57.17'

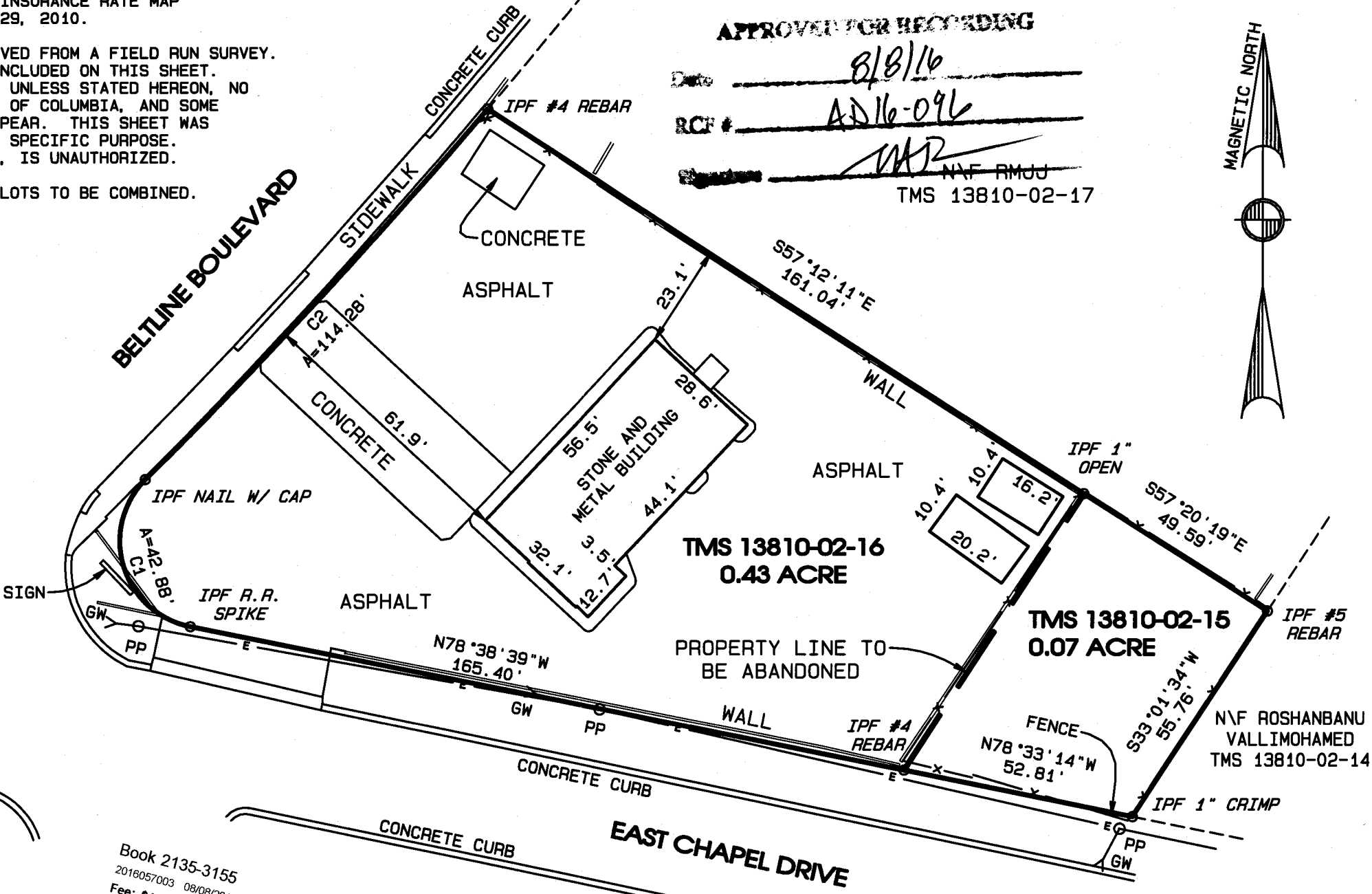
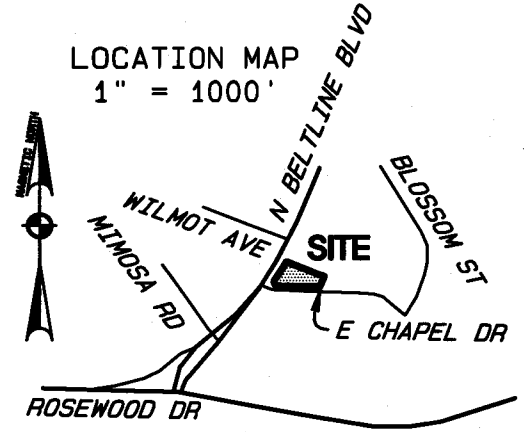
PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date: 8/8/16
RCF: AD16-096
N.V. RMJJ
TMS 13810-02-17



LOCATION MAP
1" = 1000'



I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

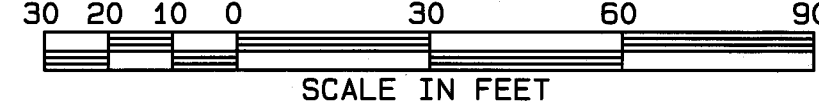
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY.

Book 2135-3155
2016057003 08/08/2016 10:45:08:240
Fee: \$10.00 County Tax: \$0.00
Plat Oversized 11 x 17
State Tax: \$0.00
John T. Hopkins II
Richland County R.O.D.

LEGEND:

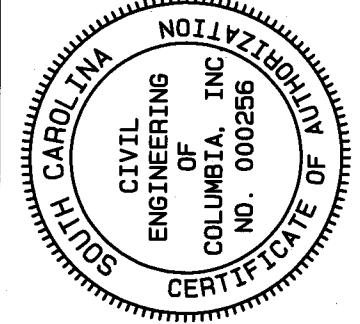
- PP POWER POLE
- E — OVERHEAD ELECTRIC LINE
- GW — GUY WIRE
- IPF IRON PIN FOUND

0.50 TOTAL ACRES
COMBINATION PLAT
RICHLAND COUNTY, SOUTH CAROLINA



PREPARED FOR
SHAFFIN VALIMOHAMED

CIVIL ENGINEERING OF COLUMBIA
CONSULTING ENGINEERING SURVEYING AND PLANNING
3608 FERNANDINA ROAD COLUMBIA, SOUTH CAROLINA 29210
TELEPHONE (803) 796-2820 FAX (803) 796-2826
ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND REASONABLE CARE WERE USED IN PREPARATION OF THIS DOCUMENT.



DATE	REVISION DESCRIPTION	BY
8-3-16	CORRECT NOW OR FORMERLY	NSD
JOB NUMBER 16012		
DATE: AUG. 2, 2016		
DRAWN: N. DELOACH		
SCALE: 1" = 30'		



CITY COUNCIL

September 17, 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

1103 Ferguson Street; TMS# 11204-02-07

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District and Mixed Use District, -Flood Protective Area (MX-1 and MX-1, -FP). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial District (M-1) by Richland County.
Applicant:	Thomas A. Large, Lawrence A. Large, and Charles A. Large / Ballpark LLC
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0
ZPH, 1 st Reading:	09/17/2019; Pending
2 nd Reading:	10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.16 acres
 Current Use: Vacant
 Proposed Use: Mixed Use
 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 Neighborhood Activity Center (UCAC-1)
 Current Richland County Zoning: Light Industrial District (M-1)
 Proposed Zoning: Mixed Use District and Mixed Use District, -Flood Protective Area (MX-1 and MX-1, -FP)
 Census Tract: 28

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation, as currently proposed for development, will not result in an increased number of calls for service.

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

There is no cost to Solid Waste associated with the annexation of this property as currently proposed for development.

Engineering

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

Water Customer Care

If any water or sewer service is provided to this property, the customer 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 property, located within a Donut Hole as designated in the Urban Service Area plan. This small (0.16 acre) parcel is proposed for an entrance drive to serve a redevelopment of the former baseball stadium next door, which is already within the City limits. If the development is approved and built, the costs and revenue associated with the annexation of the property would be tied to that development, and thus would be negligible for this property.

* 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 Neighborhood Activity Center (UCAC-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 Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block, and consist of just a few storefronts and 2-3 mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

Primary Types

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

Secondary Types

- Civic/Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area the Capital City Mill District Area & Corridor Plan (2017), which was a joint planning effort, and adopted by both the City of Columbia and Richland County.

The Plan made specific recommendations regarding the future land use, aligned with the Plan Columbia future land use classifications, and these recommendations were subsequently adopted for areas within the municipal limits. The proposed land use classification of UCAC-1 aligns with the future land use recommendation made within the plan for this property. Within the future land use recommendations, the Plan also identifies characteristics specific to the study area for UCAC-1. For UCAC-1, Mill District characteristics include: mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods (pg. 33).

Specific to the area surrounding the subject property, the Plan also makes recommendations regarding the creation of a separated bike lane or side path on Assembly Street (two conceptual options are explored on page 74), and possible pedestrian linkages from the site to proposed pedestrian and multi-use facilities (page 77).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the North and West. Surrounding parcels in unincorporated Richland County are currently zoned M-1 and GC to the East and M-1 to the South.

The proposed City of Columbia zoning district is Mixed Use District and Mixed Use District, -Flood Protective Area (MX-1 and MX-1, -FP).

Mixed Use District (MX-1)

The MX-1 district is intended to accommodate the development of a wide range of residential and compatible non-residential uses along corridors and in neighborhood commercial contexts. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, the district provides flexibility from conventional use and bulk requirements of other zoning districts.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) at the time of annexation.

Staff recommends that City Council assign zoning of Mixed Use District and Mixed Use District, -Flood Protective Area (MX-1 and MX-1, -FP) at the time of annexation.



Future Land Use Map

1103 Ferguson Street, TMS# 11204-02-07;

18.a

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

Department of Planning & Development Services

Legend



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Feet

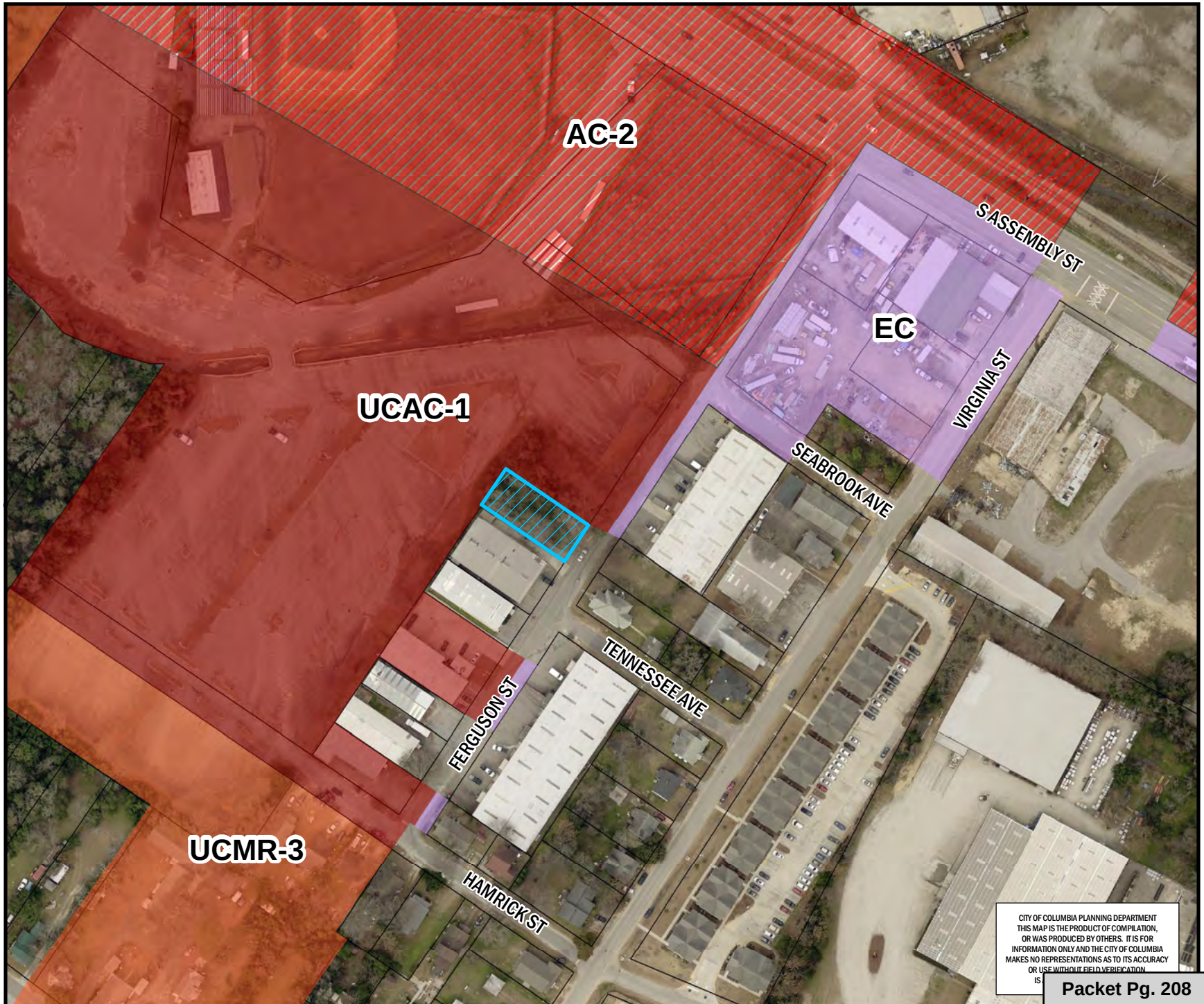
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1103 Ferguson Street, TMS# 11204-02-07;
Current Rich. Co. Zoning: M-1, Proposed Zoning: MX-1 and MX-1, -FP

Legend

PARCELS

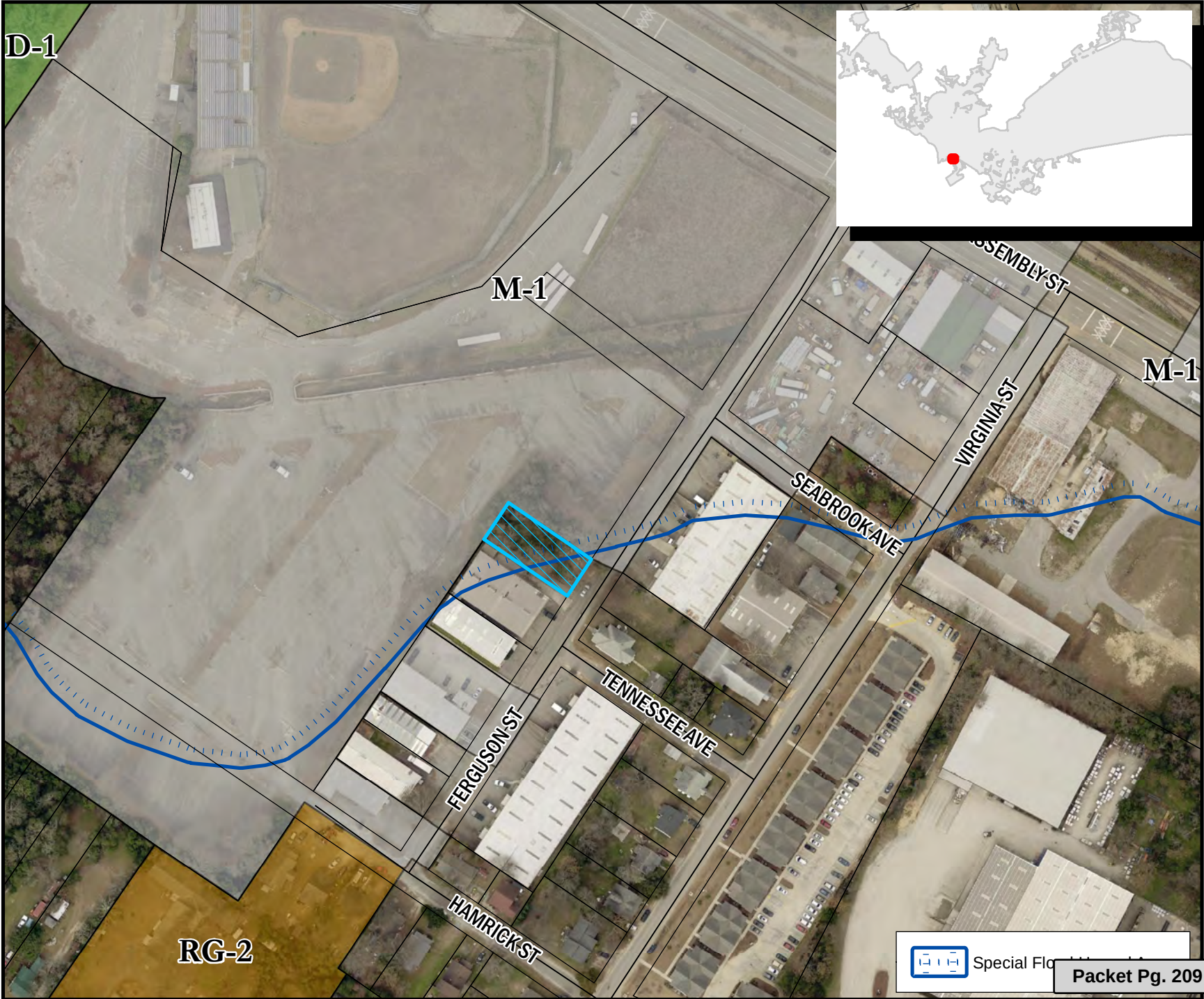
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 10, 2019

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-069

Annexing and Incorporating 1103 Ferguson Street, Richland County TMS #11204-02-07 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 Mixed Use District and Mixed Use District, -Flood Protective Area (MX-1, MX-1, -FP), apportioned to City Council District 2, Census Tract 28, contains 0.16 acre, and shall be assigned a land use classification of Urban Core Neighborhood Activity Center (UCAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11204-02-07

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

Requested by:

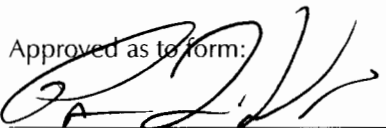
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-069

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.144 acres, more or less, and shown and designated as block 02, lot 07 on Richland County Tax Map 11204. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 10, 2019

RE: **Property Address:** 1103 Ferguson Street
Richland County TMS#: 11204-02-07
Owner(s): Thomas A. Large, Lawrence A. Large, Charles A. Large / Ballpark LLC
Use: Vacant
Proposed Use: Mixed Use
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial District (M-1)
Proposed City Zoning: Mixed Use District and Mixed Use District in a Flood Protective overlay (MX-1 and MX-1, -FP)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 28

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

Planning & Development Services staff will see to it that this matter is placed on the **August 5, 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.

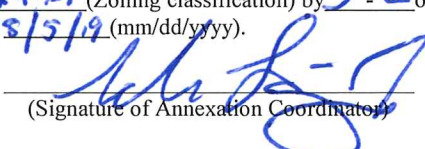
/atl

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 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: UCAC-1 (Land Use classification) by 5-0 on 8/5/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: MX-1 / MX-1-FP (Zoning classification) by 5-0 on 8/5/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

1103 Ferguson Street, TMS# 11204-02-07;

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

18.b

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-2 - Urban Edge Regional Activity Center
- UCAC-3 - Urban Core 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

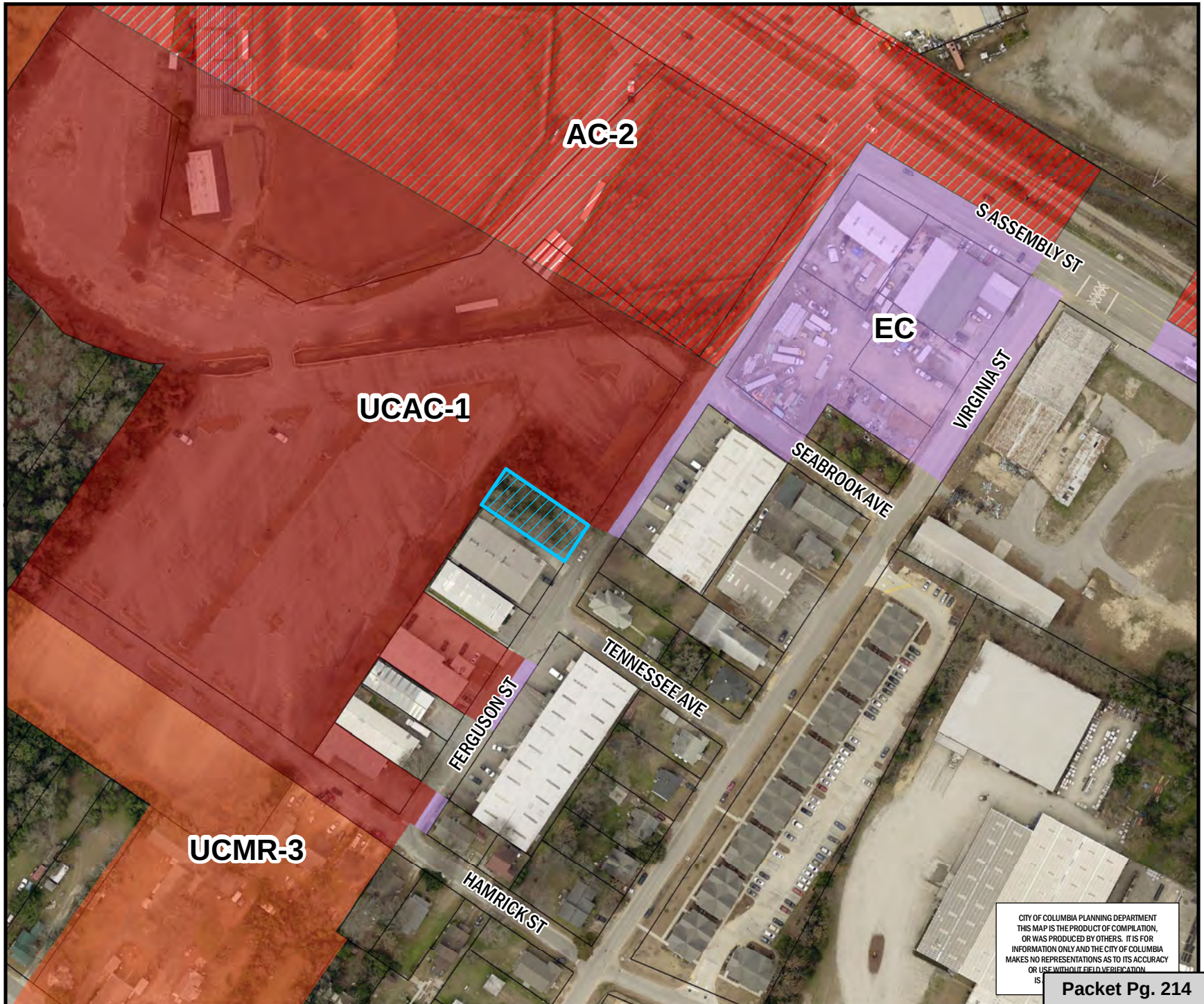
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 10, 2019



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Packet Pg. 214

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1103 Ferguson Street, TMS# 11204-02-07;
Current Rich. Co. Zoning: M-1, Proposed Zoning: MX-1 and MX-1, -FP

18.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 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 10, 2019

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We Are Columbia



Special Flood Hazard Area

Packet Pg. 215

Future Land Use Map

1103 Ferguson Street, TMS# 11204-02-07;

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

18.b

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-2 - Urban Edge Regional Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



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Feet

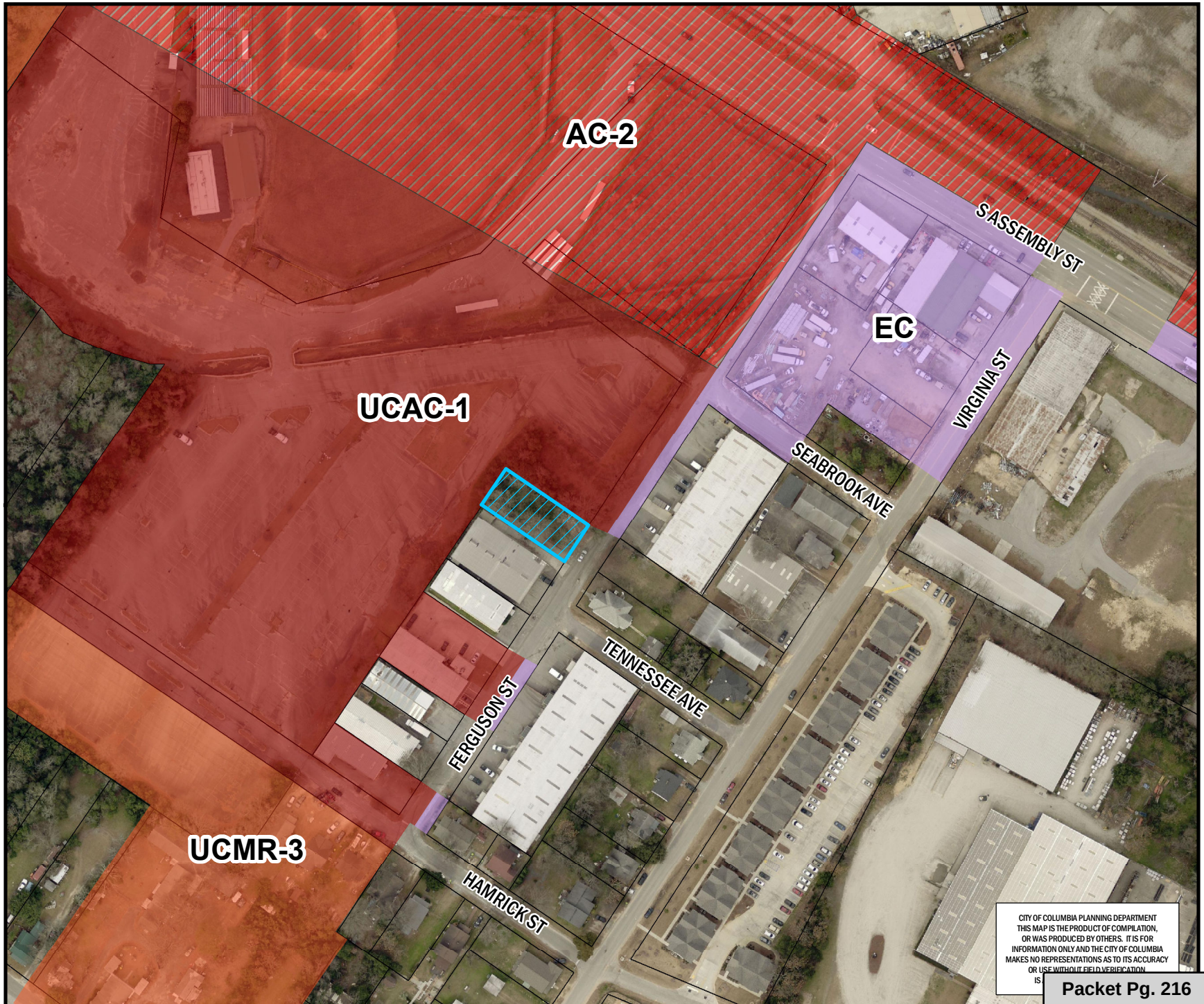
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 10, 2019



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Packet Pg. 216

** 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 or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.144 acres, more or less, and shown and designated as block 02, lot 07 on Richland County Tax Map 11204. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 11204-02-07
 Property Address: 1103 Ferguson Street

Sellers:

Thomas A. Large
 Thomas A. Large

Date: 7/2/19

Lawrence A. Large
 Lawrence A. Large

Date: 7-2-19

Charles A. Large
 Charles A. Large

Date: 7-2-19

Buyer:

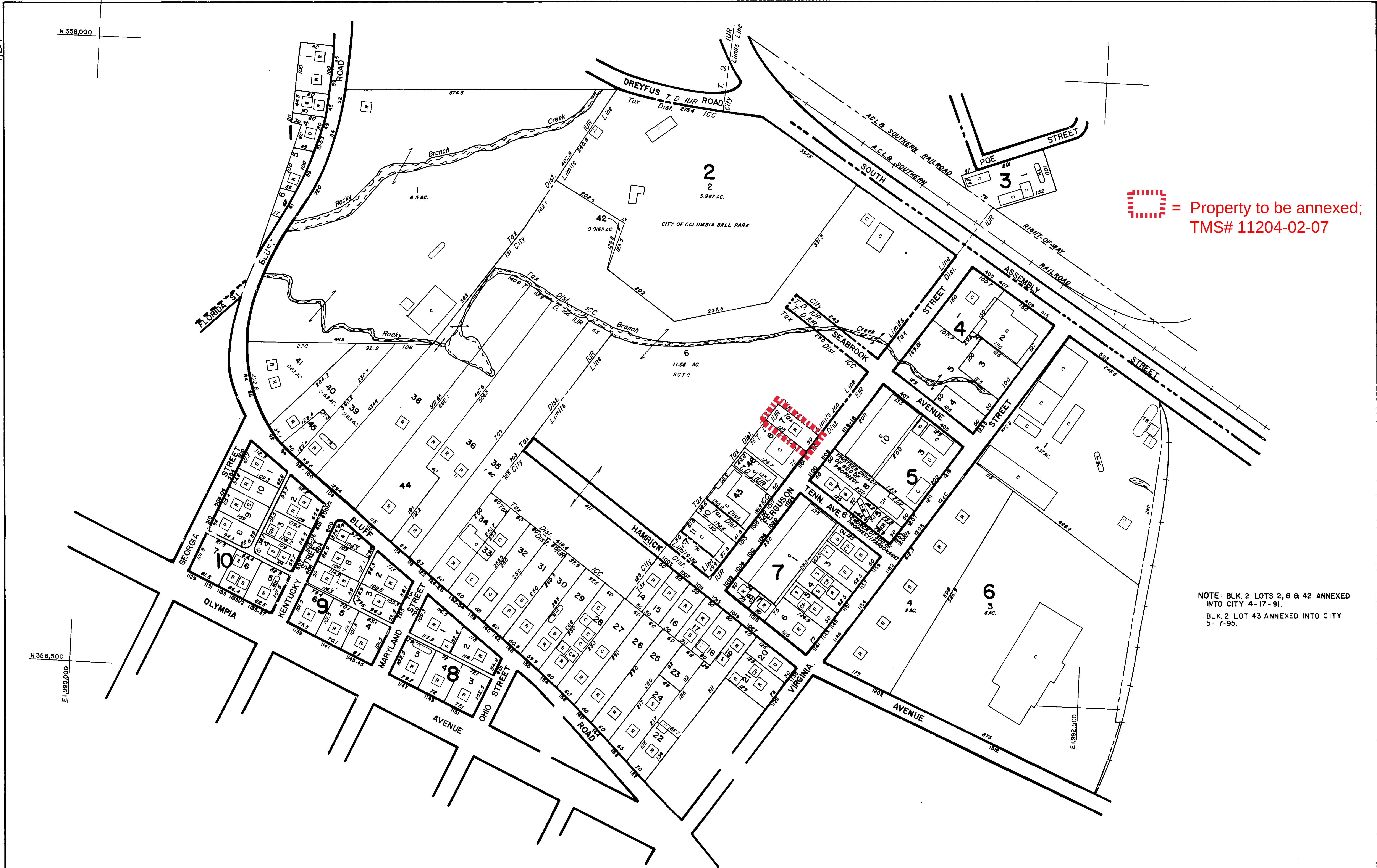
Ballpark, LLC

BY: James C. Shine
 (Signature)

Date: 7/2/2019

JAMES C. SHINE
 (Print or Type Name)

ITS: Authorized Signer
 (Print or Type Title)



 = Property to be annexed;
TMS# 11204-02-07

NOTE: BLK. 2 LOTS 2, 6 & 42 ANNEXED
INTO CITY 4-17-91.
BLK. 2 LOT 43 ANNEXED INTO CITY
5-17-95.

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12 / 83	12/04
12 / 84	12/05
12 / 86	12/06
12 / 87	
12 / 88	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT-OF-WAY
CITY LIMITS
SCHOOL DIST.
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

 R

DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
(B) (C) DENOTES SEPARATE OWNER
FROM BUILDING

BLOCK NO.

LOT NO.
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC.
1204

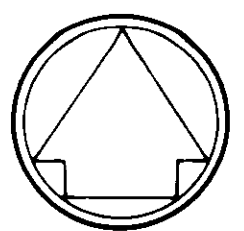
PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA


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MAP KEY		
089-13	113-01	113-05
088-16	112-04	112-08
088-15	112-03	112-07

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE.


NORTH

PROPERTY MAP
SHEET NO.
11204
SCHOOL DISTRICT
ICC,IUR

Packet Pg. 218



CITY COUNCIL

September 17, 2019 at 6:00pm

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

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

11.58 acres W/S Ferguson Street (p), TMS #11204-02-06(p)

City Council District:	2
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification on a portion of the property from Urban Core Mixed Residential Type 3 (UCMR-3) to Urban Core Neighborhood Activity Center (UCAC-1).
Applicant:	Andrew Weddle, WREI – Weddle RE Investments
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0
Public Hearing, 1 st Reading:	09/17/2019; Pending
2 nd Reading:	10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 11.58 +/- acres

Current Use: Vacant (Capital City baseball stadium and parking lots)

Proposed Use: Mixed use development

Current Land Use Classifications: Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3).

Proposed Land Use Classifications: Modification of Urban Core Mixed Residential (UCMR-3) area to Urban Core Neighborhood Activity Center (UCAC-1)

Current Zoning: Light Industrial District (M-1), -Flood Protective Area (-FP)

Proposed Zoning: Mixed Use District (MX-1), -Flood Protective Area (-FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Mixed Residential Type 3 (UCMR-3) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods, but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential

buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

Staff recommends that the subject property be designated Urban Core Neighborhood Activity Center (UCAC-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block, and consist of just a few storefronts and 2-3 mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

Urban Core Mixed Residential Type 3 (UCMR-3)

Primary Types

- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Small Format Business/Employment
- Small Format Civic/Institutional
- Small Format Commercial

Urban Core Neighborhood Activity Center (UCAC-1):

Primary Types:

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

Secondary Types:

- Civic/Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area the [*Capital City Mill District Area & Corridor Plan*](#) (2017), which was a joint planning effort, and adopted by both the City of Columbia and Richland County.

The Plan made specific recommendations regarding the future land use, aligned with the Plan Columbia future land use classifications, and these recommendations were subsequently adopted. A modification to those recommendations is made through the proposal of the UCAC-1 future land use classification for the portion of the property that is currently UCMR-3. As the UCMR-3 area does not have direct access, and would be incorporated as part of the redevelopment of the former Capital City Ballpark, the applicant has requested that a more appropriate land use be assigned to this UCMR-3 portion. Within the future land use recommendations, the Plan also identifies characteristics specific to the study area for UCAC-1. For UCAC-1, Mill District characteristics include: mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods (pg. 33).

Specific to the area surrounding the subject property, the Plan also makes recommendations regarding the creation of a separated bike lane or side path on Assembly Street (two conceptual options are explored on page 74), and possible pedestrian linkages from the site to proposed pedestrian and multi-use facilities (page 77).

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 a portion of the property from UCMR-3 to UCAC-1.



Future Land Use Map

11.58 acres W/S Ferguson Street (p), TMS# 11204
Current FLU: UCMR-3, Proposed FLU: UCAC-1

19.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
- UCR-1 - Urban Core Residential Small Lot
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- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
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- UEAC-2 - Urban Edge Regional Activity Center
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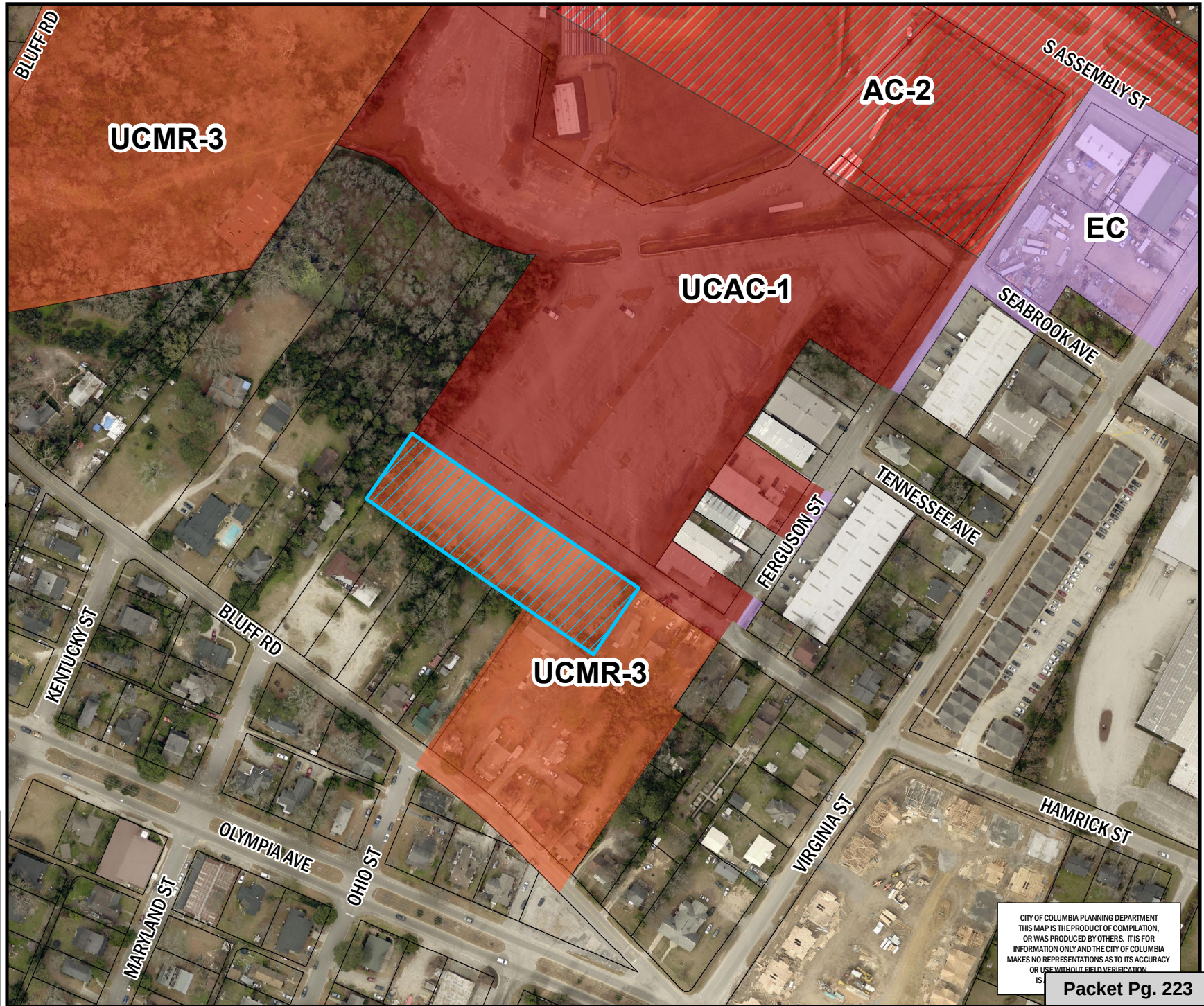


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 10, 2019



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Packet Pg. 223

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

11.58 acres W/S Ferguson Street (p), TMS# 11204-02-06 (p);
Current Zoning: M-1. -FP, Proposed Zoning: MX-1, -FP

19.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 55 110 220
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

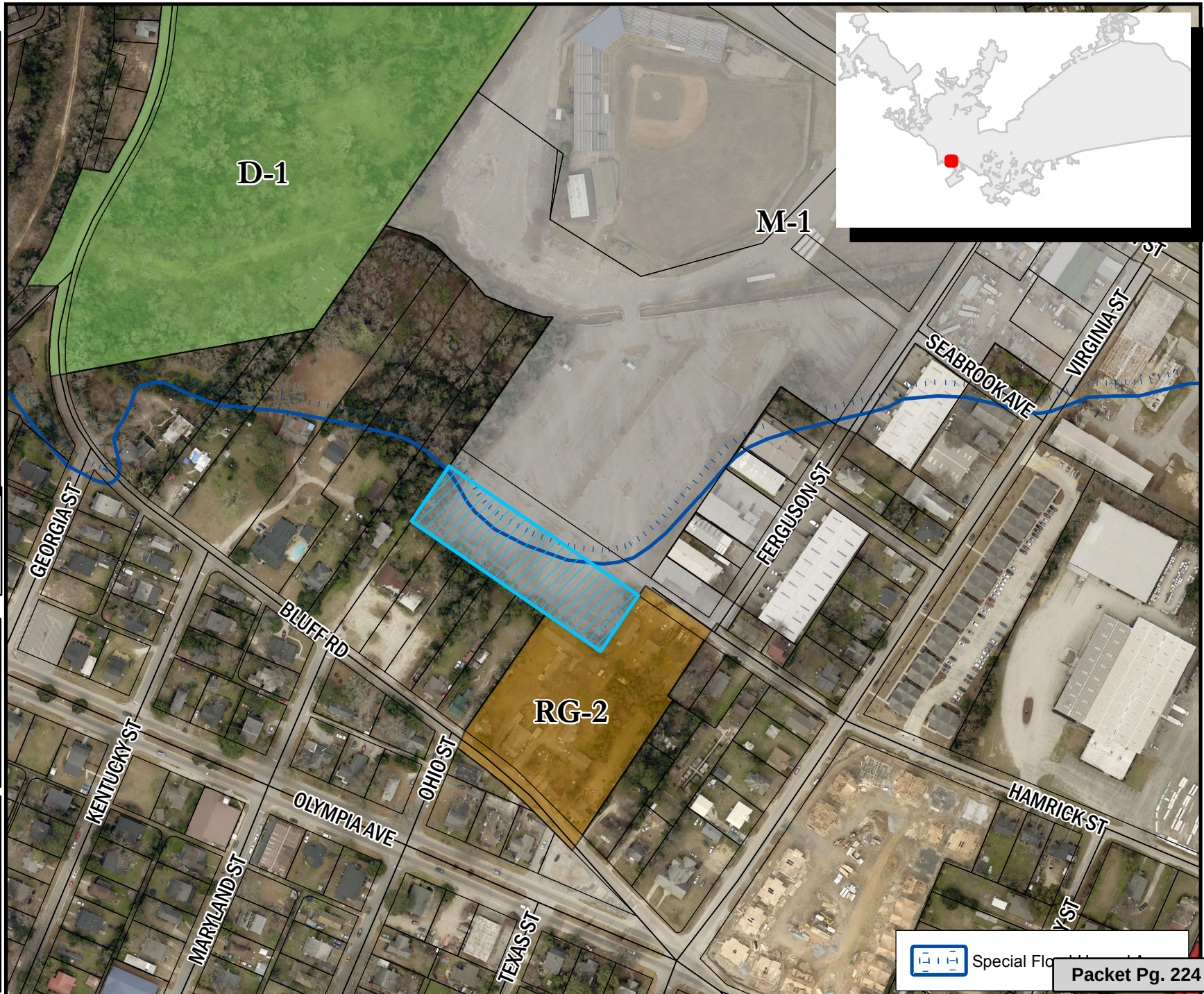
Shane Shaughnessy
July 10, 2019

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We Are Columbia



Special Flood Hazard Area

Packet Pg. 224

ORDINANCE NO.: 2019-067

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
11.58 acres W/S Ferguson Street (p); Richland County TMS# 11204-02-06(p)*

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, 11.58 acres W/S Ferguson Street; Richland County TMS# 11204-02-06, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and a portion of the property was assigned the designated future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3), while the future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) 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 11.58 acres W/S Ferguson Street (p), Richland County TMS# 11204-02-06(p), 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 2, Census Tract 28, contains 11.58 +/- acres, and the land use classification shall be amended from Urban Core Mixed Residential – Type 3 (UCAC-3) to Urban Core Neighborhood Activity Center (UCAC-1).

Requested by:

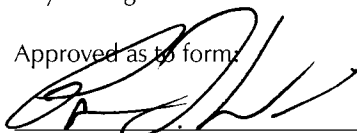
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

July 16, 2019 at 6:00pm

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

Zoning Map Amendment Case Summary 301 Assembly Street, 11.58 acres W/S Ferguson Street and 0.02 acres SE/S Dreyfus Road, TMS# 11204-02-02, 11204-02-06 and 11204-02-42

Council District:	2
Proposal:	Request to rezone the parcels from Light Industrial District (M-1), -Flood Protective Area (-FP) to Mixed Use District (MX-1), -Flood Protective Area (-FP).
Applicant:	Neil Meyers, Bright-Meyers Assembly Street, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0
ZPH, 1 st Reading:	09/17/2019; Pending
2 nd Reading:	10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 17.35 acres

Current Use: Capital City baseball stadium and parking lots

Proposed Use: Mixed use development

Current Land Use Classifications: Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3).

Proposed Land Use Classifications: Community Activity Corridor (AC-2) and Urban Core Neighborhood Activity Center (UCAC-1)

Current Zoning: Light Industrial District (M-1), -Flood Protective Area (-FP)

Proposed Zoning: Mixed Use District (MX-1), -Flood Protective Area (-FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential (UCMR-3) in The Columbia Plan 2018 Future Land Use Map. An application to modify future land use classification of the area currently classified as Urban Core Mixed Residential Type 3 to Urban Core Neighborhood Activity Center (UCAC-1) is also under consideration.

Community Activity Corridor (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of

the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive distance and typically consist of a variety of commercial and service uses.

Urban Core Neighborhood Activity Center (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block, and consist of just a few storefronts and 2-3 mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

Urban Core Mixed Residential Type 3 (UCMR-3)

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods, but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

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

Urban Core Neighborhood Activity Center (UCAC-1):

Primary Types:

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

Secondary Types:

- Civic/Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

Urban Core Mixed Residential Type 3 (UCMR-3)

Primary Types

- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Small Format Business/Employment
- Small Format Civic/Institutional
- Small Format Commercial

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

The subject property is located within the study area the Capital City Mill District Area & Corridor Plan (2017), which was a joint planning effort, and adopted by both the City of Columbia and Richland County.

The Plan made specific recommendations regarding the future land use, aligned with the Plan Columbia future land use classifications, and these recommendations were subsequently adopted. A modification to those recommendations is made through the proposal of the UCAC-1 future land use classification for the portion of the property that is currently UCMR-3. As the UCMR-3 area does not have direct access, and would be incorporated as part of the redevelopment of the former Capital City Ballpark, the applicant has requested that a more appropriate land use be assigned to this UCMR-3 portion. Within the future land use recommendations, the Plan also identifies characteristics specific to the study area for UCAC-1. For UCAC-1, Mill District characteristics include: mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods (pg. 33).

Specific to the area surrounding the subject property, the Plan also makes recommendations regarding the creation of a separated bike lane or side path on Assembly Street (two conceptual options are explored on page 74), and possible pedestrian linkages from the site to proposed pedestrian and multi-use facilities (page 77).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1), -Flood Protective Area (-FP). The abutting properties in the City of Columbia have base zoning of Light Industrial District (M-1) and Neighborhood Commercial District (C-2) to the North, Light Industrial District (M-1) to the East, General Residential District (RG-2) to the South, and Development District (D-1) to the West.

The proposed zoning district is Mixed Use District (MX-1), -Flood Protective Area (-FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Mixed Use District (MX-1)

The MX-1 district is intended to accommodate the development of a wide range of residential and compatible non-residential uses along corridors and in neighborhood commercial contexts. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, the district provides flexibility from conventional use and bulk requirements of other zoning districts.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends City Council grant the rezoning of the parcels from M-1, -FP to MX-1, -FP.

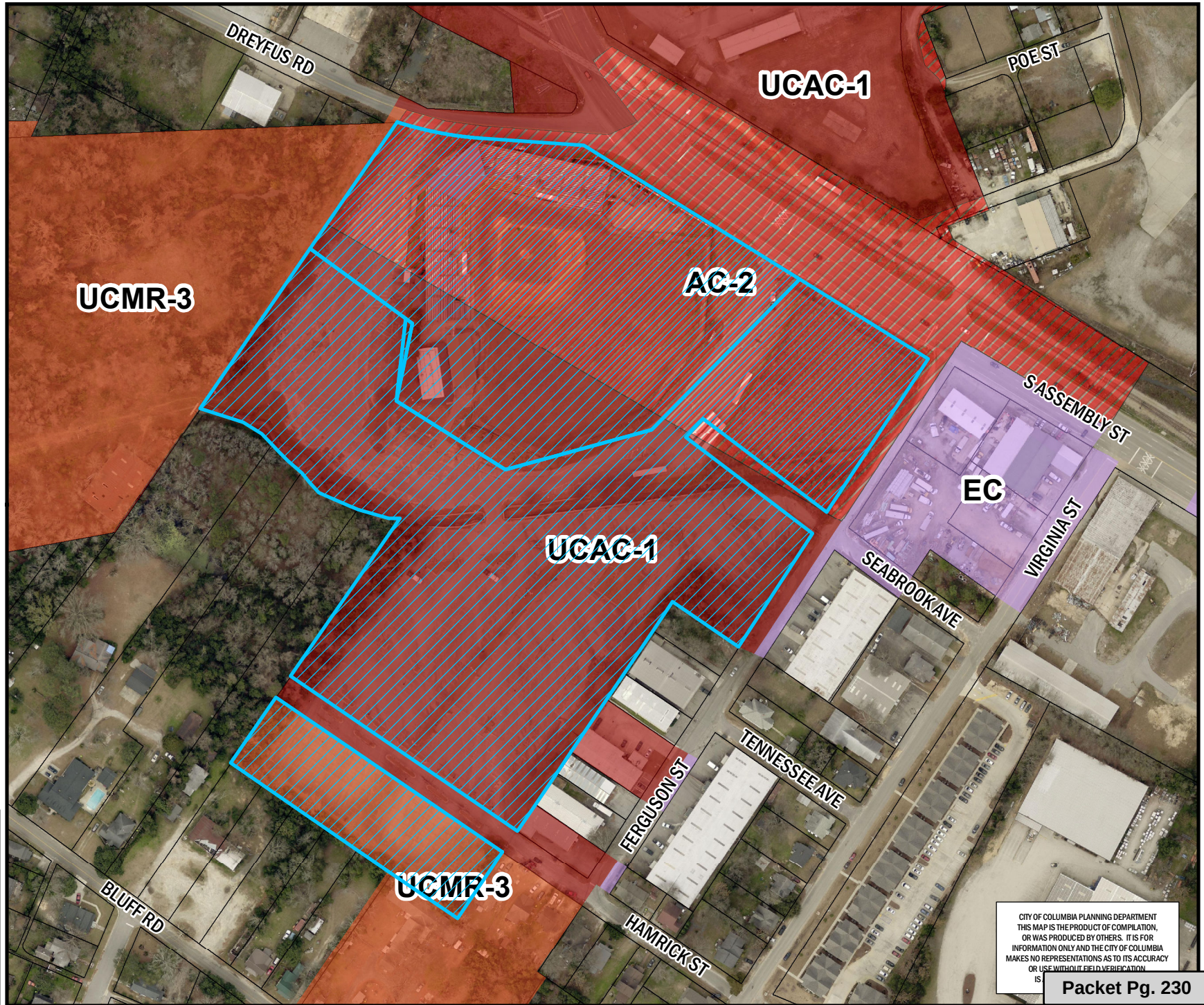
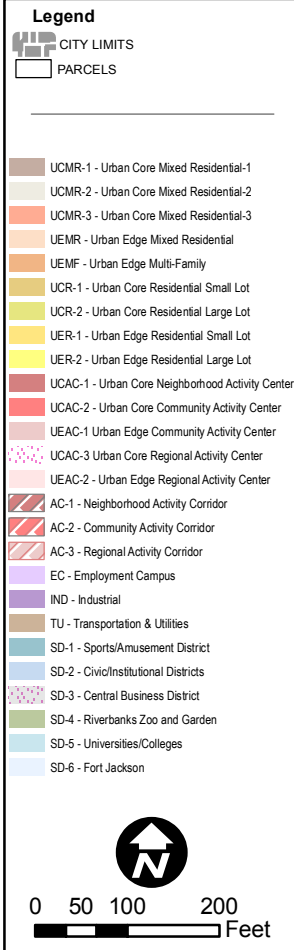


Future Land Use Map

Department of Planning & Development Services

301 Assembly St., 11.58 acres W/S Ferguson St. and 0.02 acres SE/S D
TMS# 11204-02-02, 11204-02-06 and 11204-02-42;
Current FLU: AC-2, UCAC-1, and UCMR-3

20.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 3, 2019



We Are Columbia

CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 230

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

301 Assembly St., 11.58 acres W/S Ferguson St. and 0.02 acres SE/S Dr
TMS# 11204-02-02, 11204-02-06 and 11204-02-42;
Current Zoning: M-1, -FP; Proposed Zoning: MX-1, -FP

20.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:

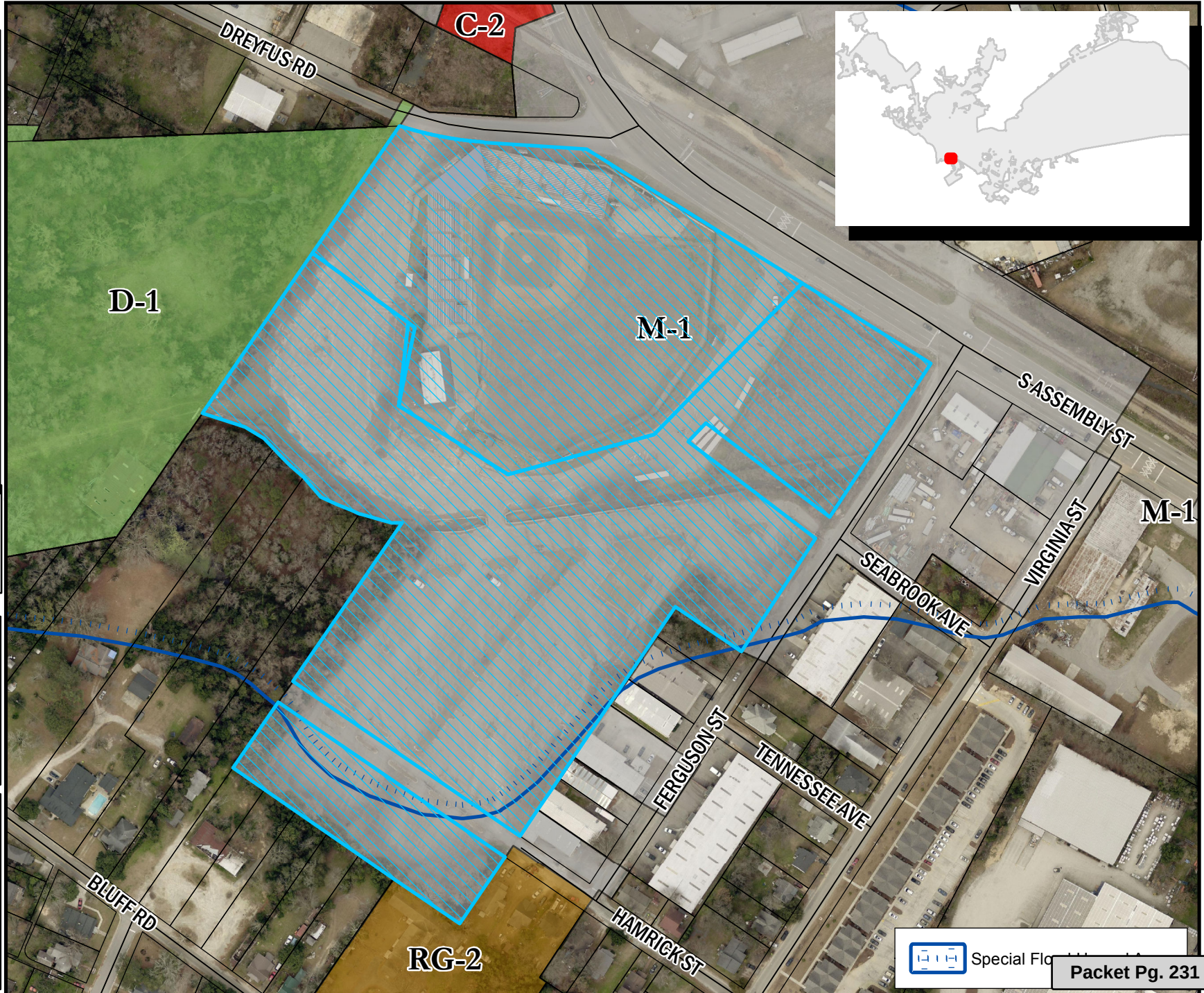
Shane Shaughnessy
July 3, 2019

DISCLAIMER:

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We Are Columbia



Special Flood

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Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products

Table of Permitted Uses
MX-1
Permitted Principal Uses
Veterinary services with indoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Construction - Special trade contractors - Office Only
Printing, publishing and allied industries
Arrangement of Transportation Services
Telephone communication (wire or radio)
Water supply services
Sewerage Systems (Sec. 17-262)
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
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
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Coin-operated laundries and dry cleaning
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Body piercing facilities and tattoo establishments
Advertising agencies

Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers

Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices
Membership Sports and Recreation Clubs
Offices of physicians
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
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor 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
Attached One-Family Dwelling

Laundry and garment services not elsewhere classified
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor 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
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs

Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development
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
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Used merchandise stores without weapons (Sec. 17-87)
Equipment rental and leasing services
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
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
Apparel and other finished products made from fabrics and similar materials
Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Stone, clay, glass and concrete products
Fabricated metal products, except machinery and transportation equipment
Manufacturing industries, not elsewhere classified
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Radio and television broadcasting
Electric substations
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores

Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional institutions

Used merchandise stores with weapons
Pawn shops
Banquet Hall
Laundry and garment services not elsewhere classified
Repair shops, not otherwise classified
Amusement and recreation services not elsewhere classified
Nursing and personal care facilities
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Testing laboratories
Dormitories, Public
Fraternity and sorority houses
Permitted in District as Office Only
Cemetery subdividers and developers
Linen supply
Diaper service
Carpet and upholstery cleaning
Outdoor advertising agencies
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Truck rental and leasing without drivers
Passenger car rental and leasing without driver
Utility trailer and recreational vehicle rental
Parking structures

ORDINANCE NO.: 2019-071*Relating to the Recovery of Collection Costs as a part of Delinquent Debts
Collected Pursuant to the Setoff Debt Collection Act*

WHEREAS, the City of Columbia, South Carolina is a claimant agency as defined in the Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, et seq. (the Act) and is therefore entitled to utilize the procedures set out in the Act to collect delinquent debts owed to the City of Columbia, South Carolina; and,

WHEREAS, "delinquent debt" is defined in the Act to include "collection costs, court costs, fines, penalties, and interest which have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for that sum which is legally collectible and for which a collection effort has been or is being made; and,

WHEREAS, the City of Columbia, South Carolina has contracted with the Municipal Association of South Carolina to submit claims on its behalf to the SC Department of Revenue pursuant to the Act; and,

WHEREAS, the Municipal Association of South Carolina charges an administrative fee for the services it provides pursuant to the Act; and,

WHEREAS, the administrative fee charged by the Municipal Association of South Carolina is a cost of collection incurred by the City of Columbia, South Carolina that arises through contract, and is therefore properly considered as a part of the delinquent debt owed to the City of Columbia, South Carolina as that term is defined in the Act; and,

WHEREAS, the City of Columbia, South Carolina also incurs internal costs in preparing and transmitting information to the Municipal Association, which costs are also collection costs that are a part of the delinquent debt owed to the City of Columbia, South Carolina; and,

WHEREAS, the City of Columbia, South Carolina may desire to recover its internal costs of collection by adding such costs to the delinquent debt; NOW THEREFORE,

BE IT ORDAINED this ____ day of _____, 2019, by the Mayor and Council of the City of Columbia, South Carolina as follows:

1. The City of Columbia, South Carolina may impose a collection cost of up to Twenty-five and No/100 (\$25.00) Dollars to defray its internal costs of collection for any delinquent debts that are sought to be collected pursuant to the provisions of the Setoff Debt Collection Act, S.C. Code Ann. § 12-5610 et. seq. This cost is hereby declared to be a

collection cost that arises by operation of law and shall be added to the delinquent debt and recovered from the debtor.

2. The City of Columbia, South Carolina hereby declares that the administrative fee charged by the Municipal Association of South Carolina is also a collection cost to the City of Columbia, South Carolina, which shall also be added to the delinquent debt and recovered from the debtor.

3. All ordinances in conflict with this ordinance are hereby repealed.

4. This ordinance shall be effective on the date of final reading, provided however, that this ordinance is declared to be consistent with prior law and practice and shall not be construed to mean that any fees previously charged to debtors as costs of collection under the Act were not properly authorized or properly charged to the debtor.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Senior Assistant City Attorney _____

City Clerk _____

Introduced:

Final Reading:

ORDINANCE NO.: 2019-072*Authorizing consumption of beer and wine beverages only at the 2020 Famously Hot New Year Event*

WHEREAS, the City ("Sponsor") is sponsoring the 2020 Famously Hot New Year Event in the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 6:30 p.m. Tuesday, December 31, 2019 until 1:00 a.m. Wednesday, January 1, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 block of South Main Street from Pendleton Street and College Street from 9:00 a.m. Tuesday December 31, 2019 until 2:00 a.m. Wednesday, January 1, 2020 and the 1100 and 1200 blocks of Pendleton Street from 11:30 p.m. Tuesday December 31, 2019 until 12:30 a.m. Wednesday, January 1, 2020 for set up and staging of equipment and a fireworks show; the 1200 block of Gervais Street between Main Street and Sumter Street from 8:00 a.m. Monday, December 30, 2019, until 9:00 a.m. Wednesday, January 1, 2020; for set up, staging and clean-up of the event; and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 7:00 a.m. Tuesday, December 31, 2019 until 9:00 a.m. Wednesday, January 1, 2020;; the half block area of the 1200 block of Main Street south of the entrance to the NBSC parking garage to allow for ingress and egress into the parking garage from 7:00 a.m. Tuesday, December 31, 2019 until 9:00 a.m. Wednesday, January 1, 2020; the remainder of the 1200 block of Main Street between Lady Street and Gervais Street from 4:00 p.m. Tuesday, December 31, 2019 until 8:00 a.m., Wednesday, January 1, 2020; for an event to be held from 6:30 p.m. Tuesday, December 31, 2019 until 1:00 a.m., Wednesday, January 1, 2020, and for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. Tuesday, December 31, 2019 until 12:30 a.m. Wednesday, January 1, 2020; 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 ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. Tuesday, December 31, 2019 and 12:30 a.m. Wednesday, January 1, 2020; and,

BE IT FURTHER ORDAINED that all vendors be restricted to stationary location; and,

BE IT FURTHER ORDAINED 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 ORDAINED 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 ORDAINED that VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, including beer or wine beverages, shall be allowed within an enclosed building adjacent to but outside of the event area. Beer and wine beverages shall not be carried from the event area into the VIP area. Alcoholic liquors or alcoholic beverages, including beer or wine beverages shall not be carried from the VIP area into the event area. Sponsor shall have a person posted at the entrance and exit of the VIP area to enforce the prohibition of transporting these beverages from one area to the other; and,

BE IT FURTHER ORDAINED that the Mayor and Council hereby repeal the restriction of outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices ending by 10:00 p.m. only for this City of Columbia sponsored New Year Eve's event; and,

BE IT FURTHER ORDAINED 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 ORDAINED that during the designated time the closed portion of the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street 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 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street 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 only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Mayor Benjamin _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

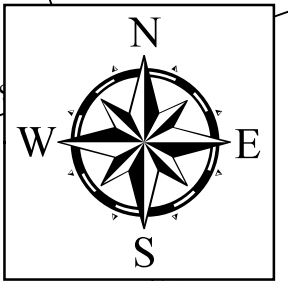


City Attorney

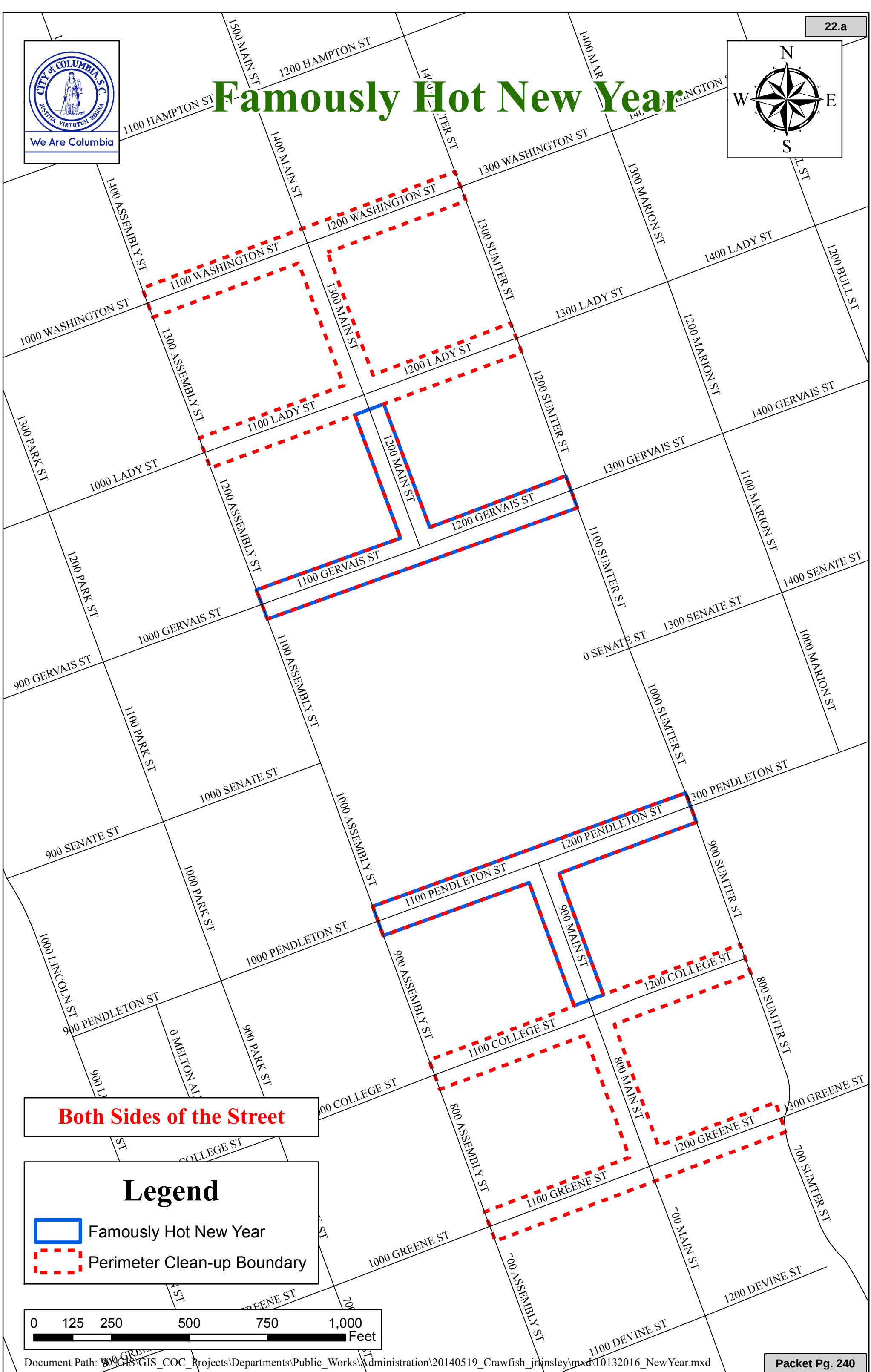
City Clerk

Introduced:

Final Reading:



Famously Hot New Year



ORDINANCE NO.: 2019-075

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$9,250,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$9,250,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the City Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2019.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2019

Date of Second Reading: _____, 2019

[Signature page]

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina Equipment Lease-Purchase Financing, 2019

Response Due: _____, 2019
12:00 Noon, South Carolina Time

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the “City”), is requesting proposals from various banks and financial institutions for a not exceeding \$9,250,000 tax-exempt lease-purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2019 Equipment Lease Purchase" and should be mailed or delivered to:

Janice L. Alonso
Finance Director
City of Columbia
1136 Washington Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Janice L. Alonso, Finance Director, at Janice.Alonso@columbiasc.gov, with a copy to Burr & Forman LLP d/b/a Burr Forman McNair (“Burr Forman McNair”), Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at mseezen@burr.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$9,250,000. The City retains the option to reduce the total amount to be financed by up to 10%. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.
- (b) Funding Options. Bidders may submit proposals on either or both of the following two basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

- (c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2019, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due).

Bidders shall submit a bid consisting of a single fixed rate of interest per annum for the total principal amount of the Lease Agreement (as defined herein) which is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth (1/100th) of a percent. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax

exemption due solely to the actions or inactions of the City), will be rejected.

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about _____, 2019).
- (e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease-purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

- (f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of

certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

- (j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, up to twenty-four (24) months following the execution of the financing. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.
- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and will be treated as additional interest for purposes of evaluating bids. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.
- (m) Closing: The City expects to accept the successful proposal on _____, 2019, and close the transaction on _____, 2019.
- (n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.
- (o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has **not** designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue

Code, as amended (the “Code”), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Proposal Requirements

- (a) The proposal must be in writing. It is preferred that a bidder’s proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.
- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment penalties or limitations, additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the interest rate, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on _____, 2019.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP d/b/a Burr Forman McNair (“Burr Forman McNair”), Special Counsel, and the City’s attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease

Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Janice L. Alonso
Finance Director
Phone: 803.545.3409
E-Mail: Janice.Alonso@columbiasc.gov

Michael J. Seezen, Esq.
Burr Forman McNair
Phone: 803.753.3257
E-Mail: mseezen@burr.com

Bidders are encouraged to submit any questions or requests for further information to the City at least two days prior to the date proposals are due (_____, 2019), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen

City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

_____, 2019

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT AForm of Investment Letter

_____, 2019

City of Columbia, South Carolina
Columbia, South Carolina

Teresa A. Knox, Esq.
City Attorney, City of Columbia
Columbia, South Carolina

Burr & Forman LLP d/b/a Burr Forman McNair
Columbia, South Carolina

RE: City of Columbia, South Carolina
[Lease Agreement], 2019, \$_____

This letter is provided by _____ (the “Lessor”) in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2019 (the “Agreement”) between the Lessor and City of Columbia, South Carolina (the “City”). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.
2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.
3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.
4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the Acquisition Payments and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in his opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP d/b/a Burr Forman McNair, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in their opinion.

[LESSOR]

By: _____

Its: _____



We Are Columbia

Office of Budget & Program Management

1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council

FROM: Teresa Wilson, City Manager 

DATE: September 12, 2019

RE: FY 2019/2020 Amended General Fund Budget

Please find attached the FY 19/20 Amended General Fund Budget that will be on your September 17th agenda for approval. As you may recall, this is a reassessment tax year in Richland County which requires that we roll back to avoid a windfall in our millage rate based upon reassessed property tax value. The new millage is 93.8 and is revenue neutral. In addition to the reassessed millage rate, in July the Hydrant Fee rate received second reading. Because the ordinance was passed in July, we had to wait for the ordinance to be approved to reflect the revenues in the budget. As discussed with City Council during the budget process, several department budgets required that funding was restored to maintain service levels along with addressing additional funding for public safety initiatives. To that end, we have added funding to the budget for the following items:

- | | |
|--|-----------|
| • Police patrol cars (cost includes lease payment and increased maintenance) | \$200,000 |
| • Security camera project | \$600,000 |
| • Shotspotter annual support | \$400,000 |
| • Emergency Management Operations Center renovations | \$435,000 |
| • Security features & first floor renovations at City Hall | \$ 50,000 |

In addition to the amended budget, you will also be asked to approve the revised Business License ordinance that will remove the non-profit exemption from paying business license fees for entities that have business type or revenue generative activity.

Thank you to City Council for your continued support for City operations and additional funds as we continue to address public safety needs. We are prepared to address any questions you may have on this matter and look forward to our continued discussions.

ORDINANCE NO.: 2019-078

*Amending Ordinance 2019-038 to Adopt the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2020*

WHEREAS, City Council has heretofore enacted Ordinance No. 2019-038 adopting the budget for Fiscal Year 2019-2020 and establishing the ad valorem tax millage rate of ninety-eight and one tenth (98.1) mills; and,

WHEREAS, S.C. Code Ann. Section 6-1-320 (A) requires using rollback millage in a year of reassessment using a calculation pursuant to S.C. Code Ann. 12-37-251(E); and,

WHEREAS, the property tax projected revenue to be received by the City under this amendment will be the same as the property tax projected revenue that the City was to receive under the previously adopted budget ordinance; and,

WHEREAS, City Council enacted 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); NOW, THEREFORE,

BE IT ORDAINED this ___ day of ___, 2019 that Ordinance No. 2019-038 be and it hereby is amended to set a tax millage rate of ninety-three and eight tenths (93.8) mills on the assessed value of all taxable real property and personal property in the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 6-1-320; and,

BE IT FURTHER ORDAINED that the general fund for budget year FY 2019-2020 is hereby amended as reflected on the attached.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

GENERAL FUND SUMMARY

FY 2019/2020

	ACTUAL FY 17/18	BUDGET FY 18/19	APPROVED BUDGET FY 19/20	AMENDED BUDGET FY 19/20	Change from Prior Year FY 18/19	% Change
REVENUE						
GENERAL PROPERTY TAX	55,857,361	57,413,298	59,015,129	59,015,129		
LICENSES AND PERMITS	40,794,140	41,441,360	42,163,401	42,163,401		
FROM OTHER AGENCIES	15,707,565	16,113,090	16,326,135	16,476,135		
CURRENT SERVICE CHARGES	12,752,823	12,702,890	12,785,490	15,485,490		
FINES & FORFEITURES	711,132	868,000	1,062,800	1,062,800		
MISCELLANEOUS REVENUE	300,798	200,300	225,300	225,300		
INTEREST ON INVESTMENT	53,817	200,000	197,500	197,500		
RENTS & SALE OF PROPERTY	353,032	397,000	397,000	397,000		
TOTAL REVENUE	126,530,668	129,335,938	132,172,755	135,022,755	5,686,817	4.4%
TRANSFERS IN						
FROM OTHER FUNDS	5,061,994	-	-	90,000		
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	25,000		
FROM HOSPITALITY TAX	3,700,000	3,700,000	3,700,000	3,700,000		
FROM CAPITAL LEASE PROCEEDS	348,539	8,000,000	8,000,000	9,250,000		
FROM PARKING FUND	500,000	500,000	500,000	500,000		
FROM WATER & SEWER OPERATING	4,189,680	4,189,680	4,189,680	4,189,680		
FROM STORM WATER	560,000	560,000	560,000	560,000		
FROM UN-APPROPRIATED SURPLUS	-	1,790,534	3,000,000	3,000,000		
TOTAL TRANSFERS IN	14,385,213	18,765,214	19,974,680	21,314,680	2,549,466	13.6%
TOTAL GENERAL FUND REV & TRANS	140,915,881	148,101,152	152,147,435	156,337,435	8,236,283	5.6%
DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNCIL	769,973	809,508	809,674	809,443		
ADMINISTRATION - CITY MANAGER	574,289	655,463	714,175	896,621		
GOVERNMENTAL AFFAIRS	446,005	395,306	301,266	301,266		
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	416,142	472,505	487,766	496,012		
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	208,170	233,058	237,304	242,304		
ADMINISTRATION - ACM	288,098	175,476	175,476	290,771		
HUMAN RESOURCES	1,086,648	1,135,948	1,166,596	1,148,421		
BUDGET & PROGRAM MANAGEMENT OFFICE	342,784	389,558	579,096	622,408		
PUBLIC RELATIONS	764,945	783,240	807,345	854,541		
COUNCIL SUPPORT SERVICES	507,910	390,715	447,107	446,347		
LEGAL	2,027,009	2,198,111	2,277,051	2,286,243		
MUNICIPAL COURT	2,670,450	2,846,485	2,614,118	2,647,700		
FINANCE	1,838,567	2,053,259	2,105,975	2,192,956		
OFFICE OF BUSINESS OPPORTUNITIES	832,950	927,364	1,071,727	1,071,283		
COMMUNITY DEVELOPMENT	321,533	376,180	392,834	392,833		
PLANNING & DEV. SERVICES	3,301,142	3,671,226	3,671,319	3,767,588		
POLICE	42,325,905	40,165,765	42,366,353	43,729,601		
EMERGENCY MANAGEMENT	274,521	597,984	604,506	598,564		
911 EMERGENCY COMMUNICATIONS	3,059,402	3,058,656	3,098,158	3,183,732		
FIRE	22,589,334	23,599,972	23,638,847	23,766,108		
PARKS & RECREATION	12,421,265	13,324,713	13,587,893	13,696,940		
PUBLIC WORKS	19,320,236	21,653,257	21,656,109	21,766,286		
INFORMATION TECHNOLOGY	3,822,913	4,219,960	4,238,369	4,334,358		
RESERVE/ COLA / MERITS	-	-	910,269	831,372		
TOTAL DEPARTMENT	120,210,191	124,133,709	127,959,333	130,373,698	6,239,989	5.0%
NON-DEPARTMENTAL & MISC.						
COUNCIL REQUESTED PROJECTS	-	300,000	-	-		
CAPITAL LEASE PURCHASE	2,354,193	3,421,952	5,106,644	5,106,644		
SOLICITOR'S OFFICE	161,863	215,817	215,817	215,817		
PUBLIC DEFENDER	100,000	100,000	100,000	138,000		
HOMELESS SERVICES	983,754	1,000,000	1,000,000	1,000,000		
DETENTION CENTER PER DIEM	430,605	600,000	600,000	600,000		
NON-DEPARTMENTAL & MISC.	38,537	40,000	40,000	40,000		
OFFICE SPACE LEASE - 1225 LADY STREET	631,069	550,000	640,000	640,000		
TOTAL NON-DEPARTMENTAL	4,895,028	6,227,769	7,702,461	7,740,461	1,512,692	24.3%
TOTAL EXPENDITURES	125,105,219	130,361,478	135,661,794	138,114,159	7,752,681	5.9%
TRANSFERS OUT						
TO INTERNAL SERVICE FUNDS	3,195,232	3,169,923	3,169,923	3,169,923		
TO DEBT SERVICE	5,814,150	4,955,600	3,668,213	3,668,213		
TO COMPONENT UNIT	1,571,679	1,614,151	1,647,505	1,650,140		
TO CAPITAL IMPROVEMENTS	297,159	-	-	485,000		
TO CAPITAL REPLACEMENTS	-	8,000,000	8,000,000	9,250,000		
TOTAL TRANSFERS OUT	11,262,664	17,739,674	16,485,641	18,223,276	483,602	2.7%
TOTAL BUDGET	136,367,883	148,101,152	152,147,435	156,337,435	8,236,283	5.6%
TOTAL SURPLUS/(DEFICIT)	4,547,998	0	0	0		

RESOLUTION NO.: R-2019-073

Authorizing consumption of beer and wine only at Soda City Market Adoption Day within the Biergarten Area only on Saturday, November 9, 2019 with a rain contingency of Saturday, November 16, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market Adoption Day to be held in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the intersection of Main Street and Lady Street; the 1300 block of Main Street between Lady Street and Washington Street; the intersection of Washington Street and Main Street; the 1400 block of Main Street; the intersection of Hampton Street and Main Street; the 1500 block of Main Street between Hampton Street and Taylor Street; the 1600 block of Main Street between Taylor Street and Blanding Street; set up and staging of a Biergarten within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane; excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street, from 9:00 a.m. until 1:30 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the intersection of Main Street and Lady Street; the 1300 block of Main Street between Lady Street and Washington Street; the intersection of Washington Street and Main Street; the 1400 block of Main Street; the intersection of Hampton Street and Main Street; the 1500 block of Main Street between Hampton Street and Taylor Street; the 1600 block of Main Street between Taylor Street and Blanding Street; set up and staging of a Biergarten within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane; excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street, from 7:00 a.m. until 2:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; for an event to be held from 9:00 a.m. until 1:30 p.m., 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, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street from 9:00 a.m. until 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 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 within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street from

9:00 a.m. until 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 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, November 9, 2019 that the designated Biergarten area within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street shall be closed on Saturday, November 16, 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:

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	August 6th 2019	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Jordan Clark jordan@sodacitysc.com & hello@sodacitysc.com 803-521-2806
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Soda City Adoption Day		
DATE(S) OF EVENTS:	Saturday, November 9th 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.)	Saturday, November 16th 2019		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	North half of the 1200 block of Main St after the parking garage, 1300 - 1600 blocks of Main St, intersections of Lady + Main, intersection of Washington + Main, intersection of Hampton + Main		
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)	North half of the 1200 block of Main St after the parking garage, 1300 - 1600 blocks of Main St, intersections of Lady + Main, intersection of Washington + Main, intersection of Hampton + Main		
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 - 2pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	9am - 1:30pm		
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 - 1pm		

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.**

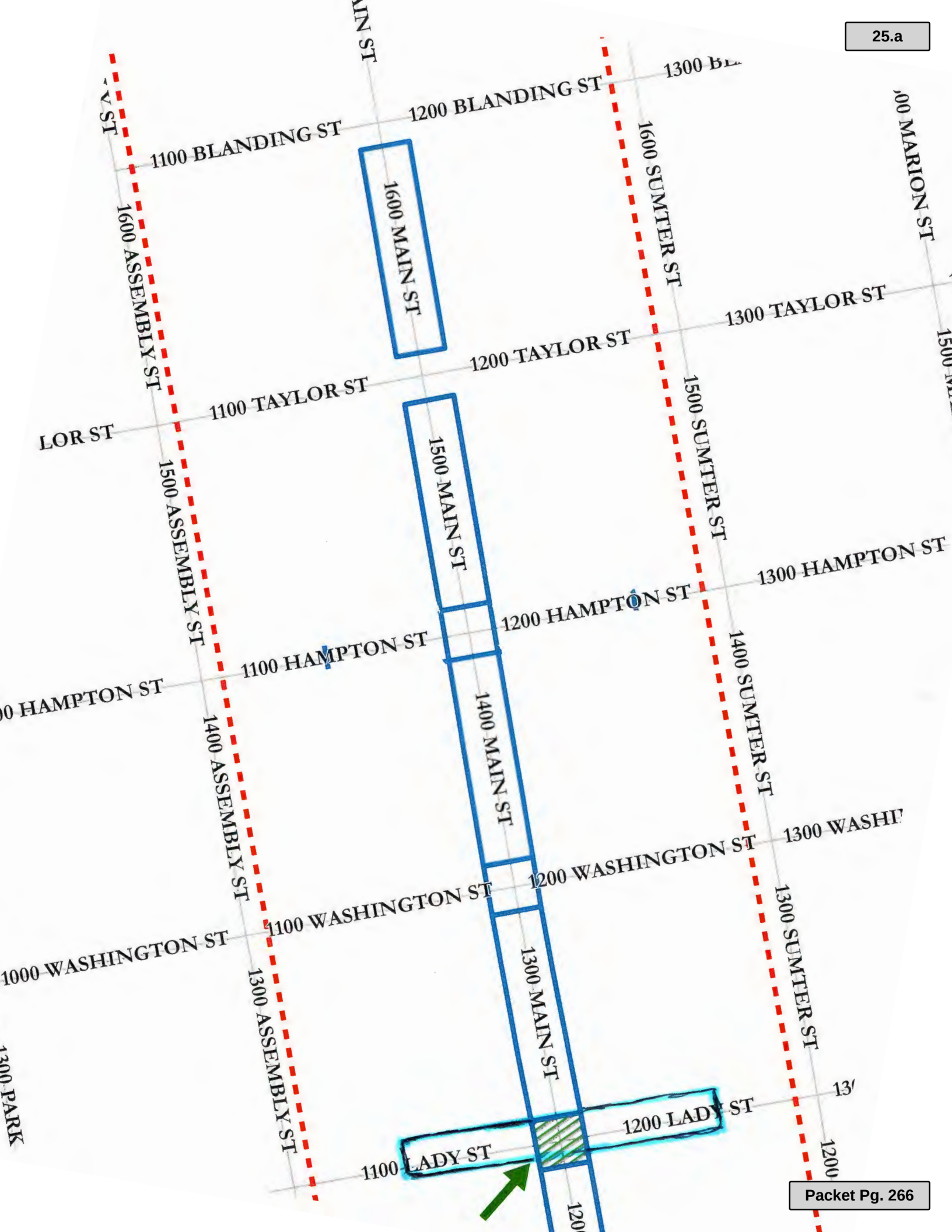
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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



RESOLUTION NO.: R-2019-074

Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, December 21, 2019 with a rain contingency of Saturday, December 28, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market: Craft Saturday to be held only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:30 p.m. on Saturday, December 21, 2019, with a rain contingency of Saturday, December 28, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 7:00 a.m. until 2:00 p.m. on Saturday, December 21, 2019, with a rain contingency of Saturday, December 28, 2019; for an event to be held from 9:00 a.m. until 1:30 p.m., 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, December 21, 2019, with a rain contingency of Saturday, December 28, 2019; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, December 21, 2019, with a rain contingency of Saturday, December 28, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the

event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, December 21, 2019, with a rain contingency of Saturday, December 28, 2019, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, December 21, 2019, with a rain contingency of Saturday, December 28, 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, December 21, 2019 that the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot

located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane shall be closed on Saturday, December 28, 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

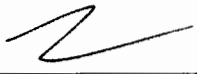
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

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 Saturday		
DATE(S) OF EVENTS:	December 28, 2019 21	changed by Email 9/11/19 January 4, 2020 Dec 28 2019	
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	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 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@columbiasec.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.

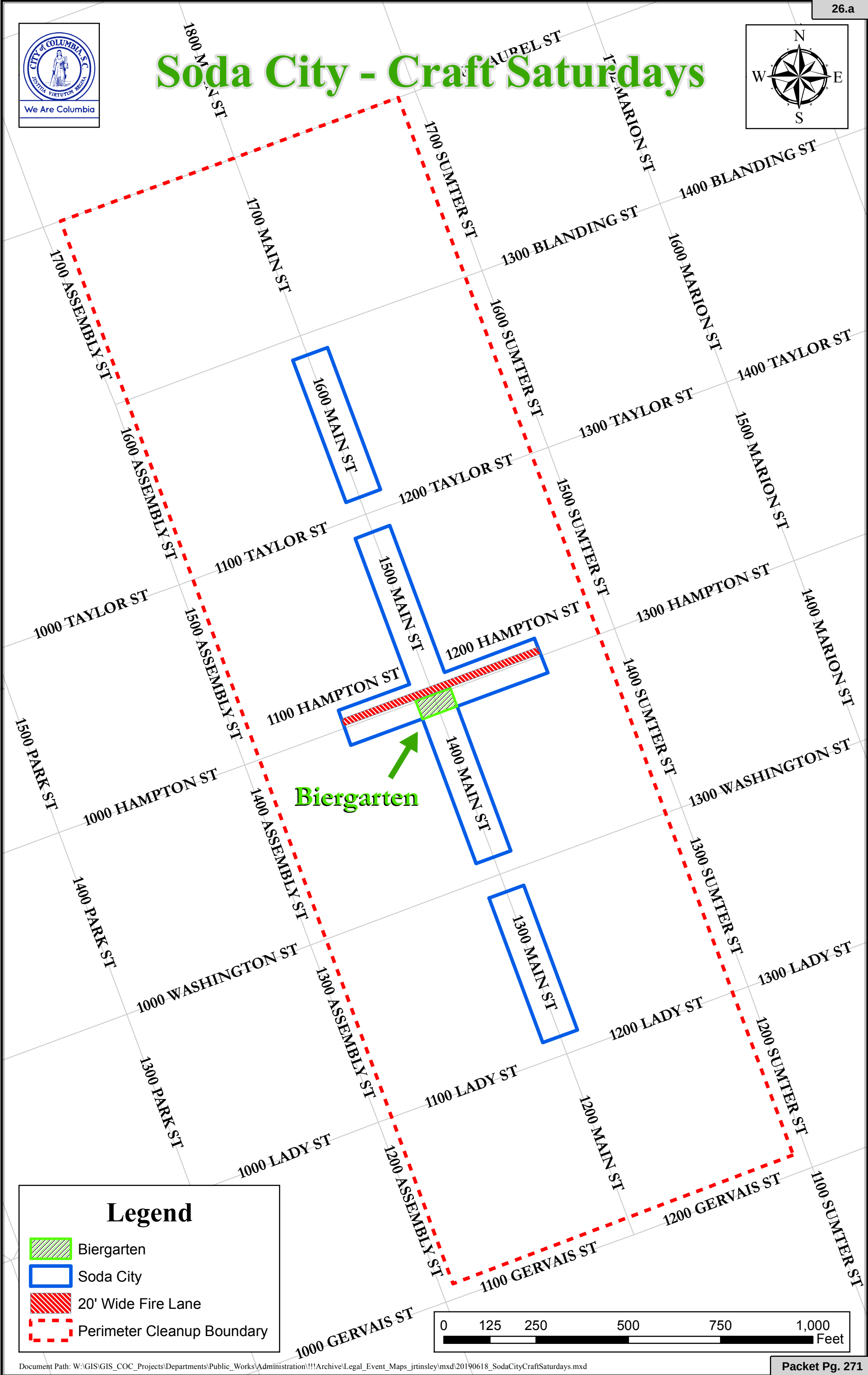
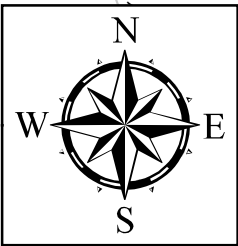
Fire Marshal George N. Adams, Jr., 803-545-3703; cfgdadams@columbiasec.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasec.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasec.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasec.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; brmmurphy@columbiasec.net - street closing

Last revised: 1/2017

8-2019-074



Soda City - Craft Saturdays



Legend

-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary

RESOLUTION NO.: R-2019-092

*Authorizing consumption of beer and wine beverages only at the
Rosewood Art and Music Festival on Saturday, October 5, 2019*

WHEREAS, the Rosewood Merchants Association ("Sponsor") is sponsoring the Rosewood Art and Music Festival on Saturday, October 5, 2019 in the 200 block of Sloan Street between Burney Drive and Rosewood Drive; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 9:00 a.m. until 7:30 p.m. of the 200 block of Sloan Street between Burney Drive and Rosewood Drive, for set up, clean up, for crowd control and overflow, and staging of the event, to be held on Saturday, October 5, 2019 from 11:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 6:30 p.m. on Saturday, October 5, 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 11:00 a.m. until 6:30 p.m. on Saturday, October 5, 2019; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion the 200 blocks of Sloan Street between Burney Drive and Rosewood Drive, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 5, 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 **9/24/19**REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Dave Britt
rosewoodmerchants@gmail.com
803-960-3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

**Rosewood Art and Music Festival
Community Event**

DATE(S) OF EVENTS: (monthly can be on one request)

10/5/19

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Rain or shine event

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)**Rosewood Church - 2901 Rosewood Dr, Columbia, SC 29205**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)**Soan Street between Burney Drive and Rosewood Drive.**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

9 am - 7:30 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11 am - 7 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

11 am - 6:30 pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 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.**

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Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

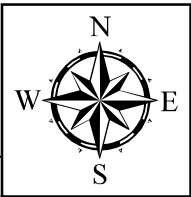
Parking Services - Zach Pearce; (803) 545-0287; zpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

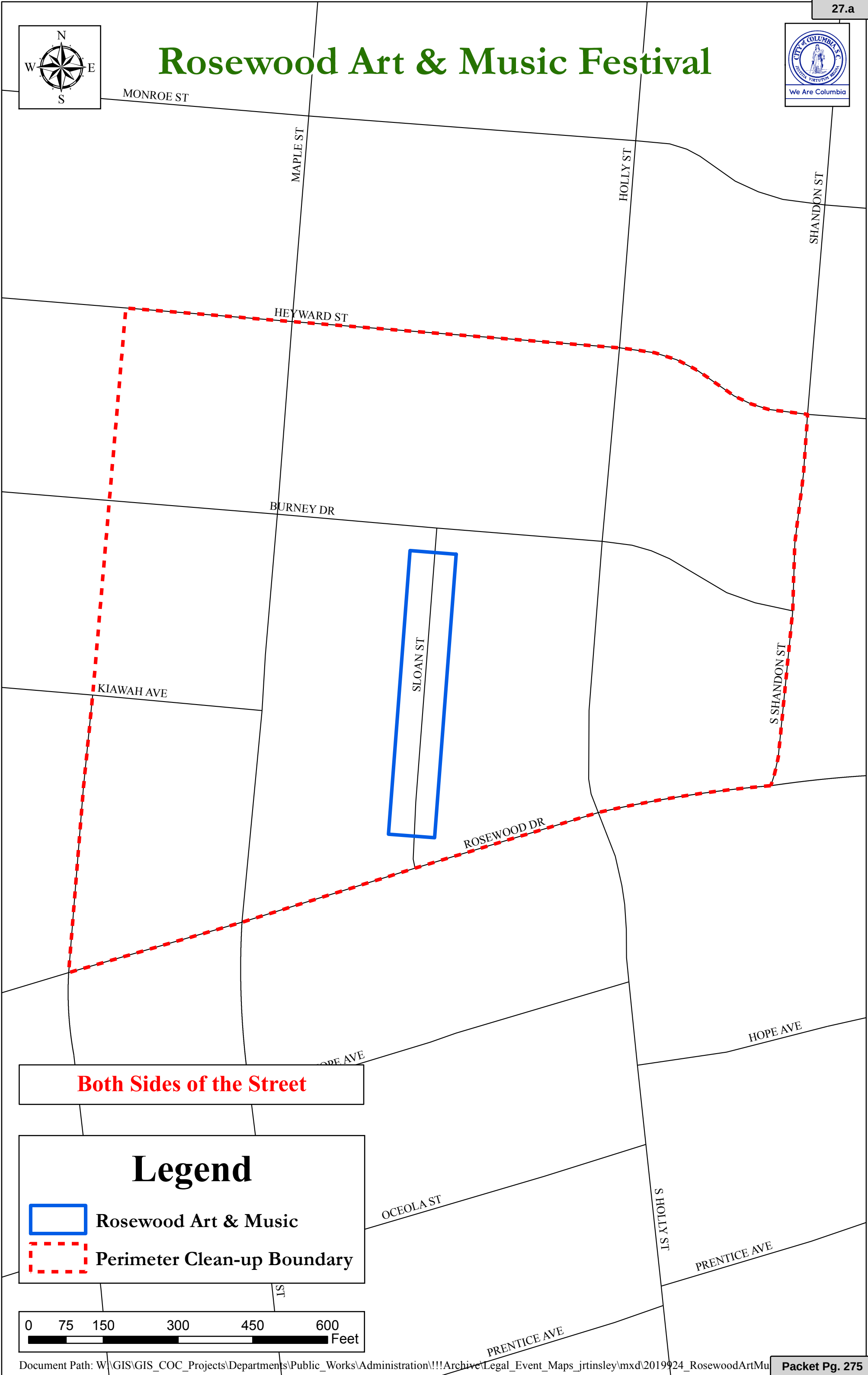
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



Rosewood Art & Music Festival

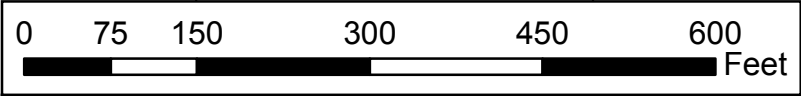


Both Sides of the Street

Legend

**Rosewood Art & Music**

**Perimeter Clean-up Boundary**



RESOLUTION NO.: R-2019-089

*Authorizing the City Attorney's Office to join the City of Columbia in a class action lawsuit
against prescription opioid manufacturers and wholesale distributors*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that
City Council hereby authorizes the City Attorney's office to join the City of Columbia in a class action
lawsuit against prescription opioid manufacturers and wholesale distributors for costs associated with
providing medical care and treatment of opioid related addiction or disease.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2019-091

Approving the Honorary naming of the 100, 200, 300, 400, 500 and 600 blocks of Juniper Street between David Street and Farrow Road "Emily England Clyburn Way"

WHEREAS, Mrs. Emily England Clyburn was born in Moncks Corner, South Carolina to Mr. Peter "PJ" England and Mrs. Mattie McCants England. She graduated from Berkeley Training High School in Moncks Corner, before earning a bachelor's degree in Library Science from then South Carolina State College (SCSU) and was a longtime member of Morris Brown AME Church in Charleston; and,

WHEREAS, Mrs. Clyburn met her future husband, U.S. Representative Jim Clyburn, after being arrested at a civil rights demonstration in Orangeburg. They married a year later, raised three daughters, Mignon L. Clyburn, Jennifer Clyburn Reed and Angela Clyburn, and celebrated their fifty-eighth (58th) wedding anniversary in June, 2019; and,

WHEREAS, after graduation from SCSU, Mrs. Clyburn served as a public school librarian in Columbia and Charleston, and as a medical librarian at the Charleston Naval Base and Dorn VA Medical Center in Columbia for over thirty years. She also established the library program at W.G. Sanders Middle School (formerly Fairwold Middle School) in Columbia; and,

WHEREAS, Mrs. Clyburn's desire for students to obtain a higher education lead her to hold countless fundraising events, establish a scholarship program at SCSU and help in the re-establishment of SCSU's Honors College. She also contributed both financially and of her time to the Girl Scouts and was awarded the Woman of Distinction by the Girl Scouts of South Carolina-Mountains to Midlands; and,

WHEREAS, Mrs. Clyburn's personal connection and commitment to veterans led her to encourage her husband to join the Veterans Affairs Committee after being elected to Congress, as she lost her only brother during his service in the Army, and an uncle serving on the USS Arizona in the attack on Pearl Harbor; and,

WHEREAS, Mrs. Clyburn was a motivating force behind her husband's political career, and he frequently sought advice from her, calling her his "most severe outside-the-beltway critic"; and,

WHEREAS, Mrs. Clyburn was included in a 2007 documentary produced through the I. DeQuincey Newman Institute for Peace and Social Justice about ten notable black women from South Carolina, received an honorary doctorate from SCSU in 2010, and in 2018 had a pedestrian bridge at SCSU named in her honor for her years of service and dedication to SCSU, the community and state of South Carolina; 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 the 100, 200, 300, 400, 500 and 600 blocks of Juniper Street between David Street and Farrow Road "Emily England Clyburn Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Mayor Benjamin _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



A Proclamation of National Cyber Security Awareness

WHEREAS, the City of Columbia recognizes the vital role that technology has in our daily lives and in the future of our nation; and

WHEREAS, critical infrastructure sectors are increasingly reliant upon information systems to support financial services, telecommunications, transportation, utilities, health care and emergency response system; and

WHEREAS, the use of technology enhances the education of all ages of students by providing them access to educational and research materials; and

WHEREAS, internet and technology users face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of Columbia's information infrastructure and economy; and

WHEREAS, Columbia is proud to join a coalition of private companies, nonprofits and government organizations to raise awareness about cybersecurity among all technology users, helping them to stay safer and more secure online.

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 October 2019 to be

National Cyber Security Awareness Month

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 J. Rickenmann
District IV, Council Member



City of Columbia
A Proclamation of Community Planning

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Columbia; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Columbia and extend our heartfelt thanks for the continued commitment to public service by these professionals;

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 the month of October 2019 is hereby designated as

Community Planning Month

in the City of Columbia in conjunction with the celebration of National Community Planning Month and urge my fellow citizens to recognize and participate in its observance.

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 McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



City of Columbia
A Proclamation

WHEREAS, we recognize that domestic violence is a problem that plagues our communities and our neighborhoods; and

WHEREAS, South Carolina was ranked in the top five states in the nation for the rate of women killed by men, according to the recent statistics from the Violence Policy Center's report on homicide data; and

WHEREAS, Females ages 18 to 34 generally experienced the highest rates of intimate partner violence; and

WHEREAS, Men who as children witnessed their parents' domestic violence were twice as likely to abuse their own wives than sons of nonviolent parents; and

WHEREAS, Domestic violence is the leading cause of injury to women—more than car accidents, muggings, and rapes combined; and

WHEREAS, the City of Columbia recognizes the commitment of Sistercare, Inc. and the South Carolina Coalition Against Domestic Violence and Sexual Assault to provide life-saving resources to domestic violence victims and their families; and

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 October 2019 as

Domestic Violence Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

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 McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



CITY COUNCIL

September 17, 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 68.4 Acres Lockman Road; TMS# 29000-02-35

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development- Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County.

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 08/05/2019; Approval 5-0

ZPH, 1st Reading: 09/17/2019; Pending

2nd Reading: 10/01/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 68.4 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Long Range
 Current Richland County Land Use: Neighborhood (Medium Density)
 Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
 Current Richland County Zoning: Rural District (RU)
 Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. At full build-out, the estimated cost to serve this 125 lot single family residential subdivision is approximately **\$35,000 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

Recent annexation activity in the Friday garbage and recycling / Tuesday yard waste route area means that providing garbage, recycling, and yard waste service for this area will require adding additional routes, manpower, and capital equipment. The cost associated with solid waste service for this annexation is **\$187.00 annually per household**, not including capital costs for new equipment.

Engineering

Water is not currently available to this property but once the plans for the subdivision are approved and the project is complete water will be available. This property is outside of the Columbia Water sewer service area. The Utilities and Engineering Divisions **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of this proposed single family residential subdivision. This property is located within a Long Range Area as designated in the Urban Service Area Plan however due to wetlands and a creek is effectively only accessible through a road or property already within the City limits. If annexed, the proposed zoning of this property would incorporate it into the Woodcreek Farms PUD (Planned Unit Development) and General Development Plan. The estimated real estate tax revenue generated at buildout (125 homes) will be approximately **\$98,000 per year**, based on the current tax rate and estimated value of the developed homes.

* 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 "Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in

the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

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

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and South. Surrounding parcels in unincorporated Richland County are currently zoned RU to the North, West, and East.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) at the time of annexation.

Staff recommends that City Council assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



Future Land Use Map

68.4 acres Lockman Road, TMS# 29000-02-35;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

37.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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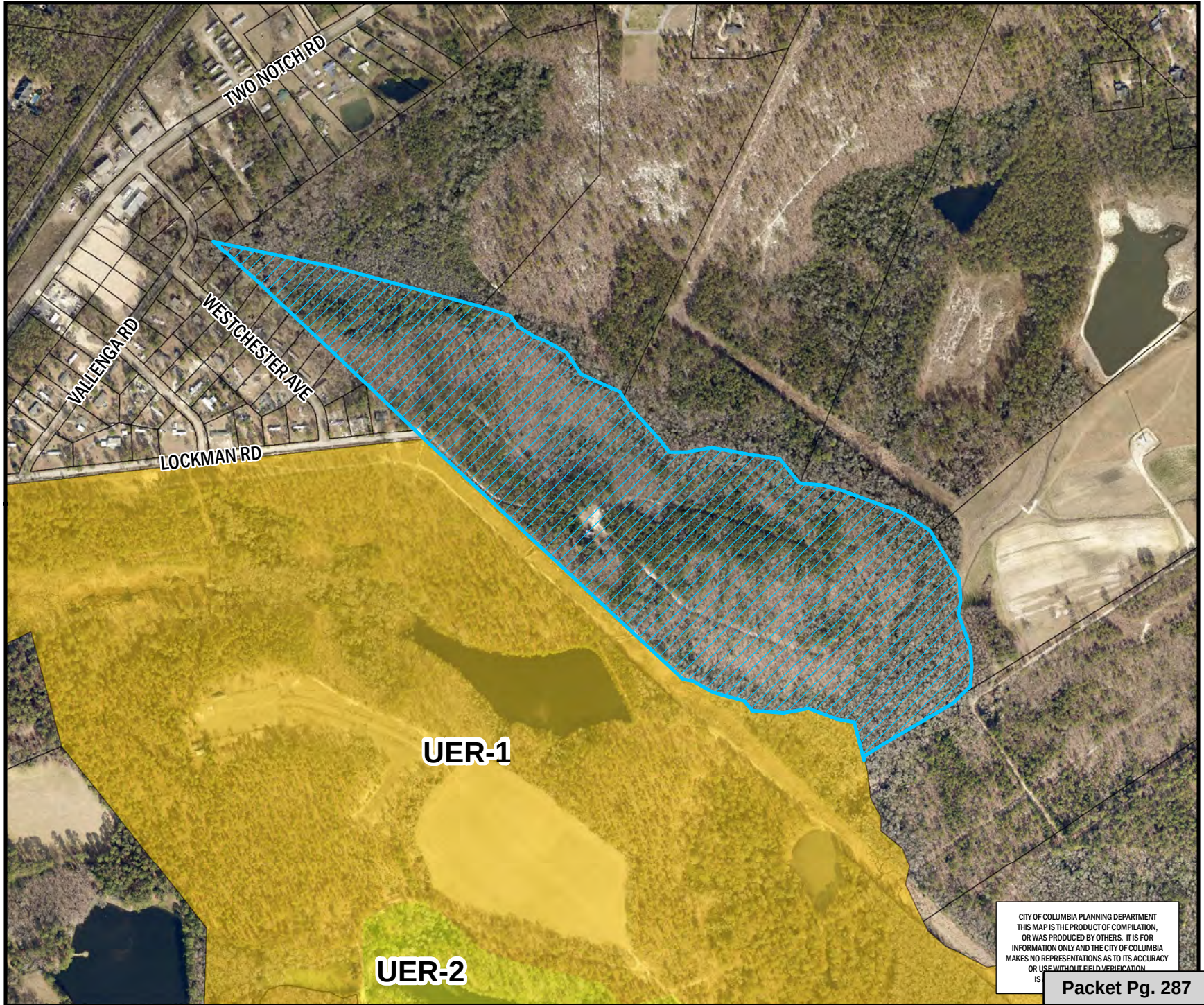
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 3, 2019



We Are Columbia



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Packet Pg. 287

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

68.4 acres Lockman Rd, TMS# 29000-02-35;
Current Rich. Co. Zoning: RU, Proposed Zoning: PUD-R

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	



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

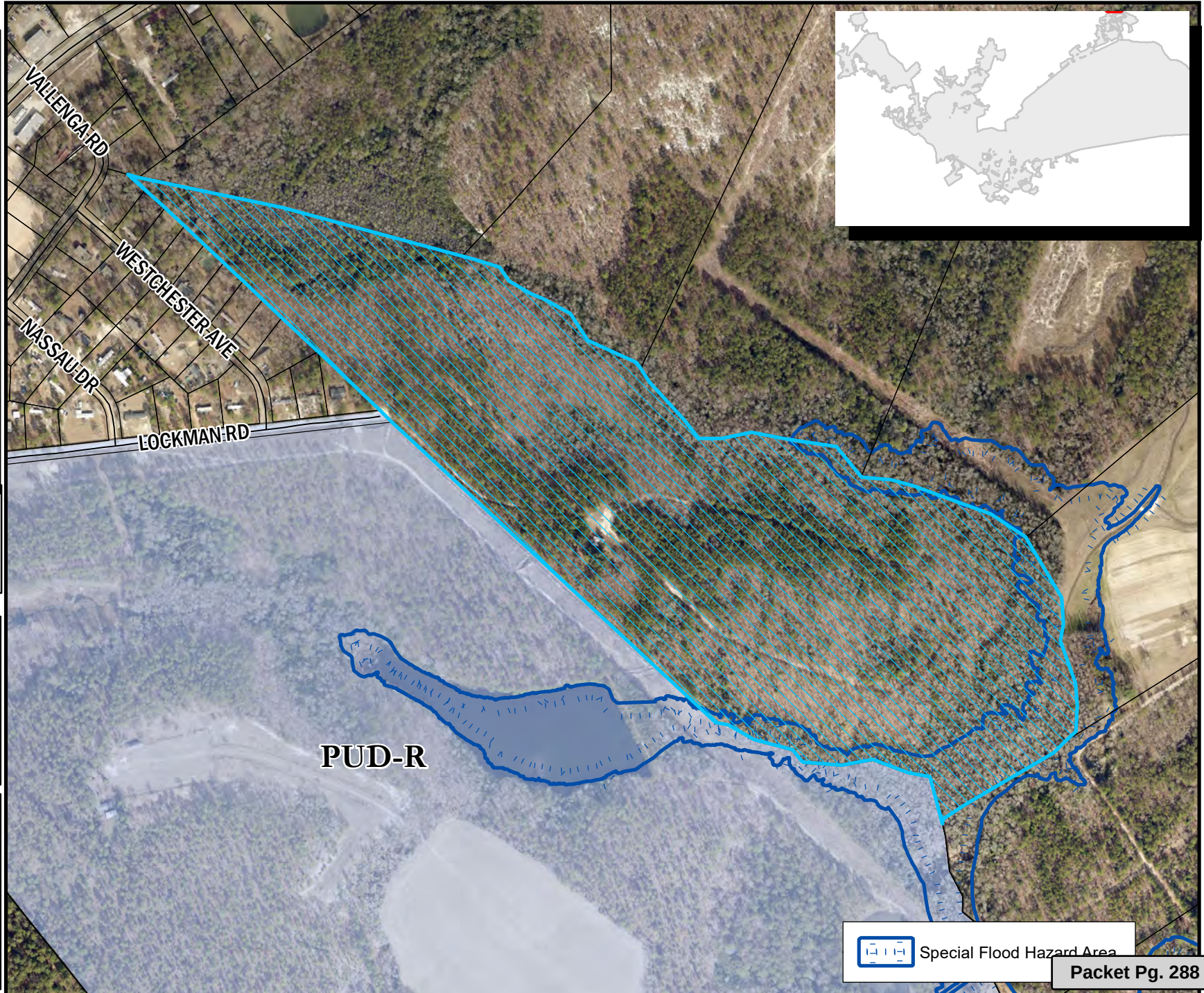
Shane Shaughnessy
July 3, 2019

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We Are Columbia



Special Flood Hazard Area

Packet Pg. 288

WOODCREEK FARMS LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPED LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 AC			73.48 AC
A2	RS-2	18.83 AC			18.83 AC
Apartment	C-3	18.83 AC			18.83 AC
B2	RS-1	15.05 AC			15.05 AC
B5a	RQ-1	7.88 AC			7.88 AC
B5b	RQ-1	2.12 AC			2.12 AC
D3	RQ-1	16.93 AC			16.93 AC
D4 + 4a	RS-1/ RQ-1	39.54 AC	22.50 AC		62.04 AC
D5	RS-1	38.00 AC	18.09 AC		56.09 AC
D8	RS-1	31.00 AC			31.00 AC
D14 + D16	RS-1	107.30 AC		3.81 AC	111.11 AC
D17	RS-1	39.39 AC		3.78 AC	43.17 AC
Wdork Village	PUD	14.00 AC			14.00 AC
Shed Station	C-3	1.41 AC			1.41 AC
Wdork Nursery	C-3	8.83 AC			8.83 AC
Collector Roads		40.32 AC			40.32 AC
TOTALS		472.21 AC	55.64 AC	7.59 AC	536.16 AC

WOODCREEK FARMS LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.0 ac			9.0 ac
A2	RS-2	37.99 AC	2.88 AC	5.05 AC	45.92 AC
A3	RS-1	25.60 AC		2.64 AC	28.24 AC
A4	RS-1	98.84 AC	18.81 AC	16.25 AC	133.90 AC
A5	RS-1	25.97 AC		2.85 AC	28.82 AC
A6a	RQ-1	22.97 AC	14.31 AC	2.88 AC	40.16 AC
A6b	RQ-1	6.73 AC			6.73 AC
A7	RQ-1	18.39 AC	14.28 AC		32.67 AC
A8	RQ-1	7.31 AC	5.88 AC	1.59 AC	14.78 AC
A10b	C-1	50.1 AC		7.11 AC	57.21 AC
A11	RS-2	54.08 AC			54.08 AC
A12	RQ-1	40.61 AC	0.73 AC		41.34 AC
A15	RG-1	24.50 AC			24.50 AC
WDCRK VILL	PUD	13.00 AC		3.00 AC	16.00 AC
B1	RQ-1	12.91 AC	3.89 AC	7.76 AC	22.56 AC
B2-F113	RS-1	9.22 AC		5.19 AC	14.41 AC
B3	RS-1	23.39 AC		2.87 AC	26.26 AC
B4	RQ-1	16.76 AC			16.76 AC
B5	RQ-1	21.00 AC			21.00 AC
B6	RS-1	38.91 AC		0.92 AC	39.83 AC
B7	RS-1	35.68 AC	2.44 AC		38.12 AC
B8	RS-1	26.88 AC		15.83 AC	42.71 AC
B9	RS-1	50.04 AC		32.77 AC	82.81 AC
B10	RS-1	21.01 AC	2.09 AC	42.39 AC	65.49 AC
C1	RQ-2	22.30 AC		1.83 AC	24.13 AC
C2	RS-2	21.00 AC			21.00 AC
C3	RS-2	56.77 AC		26.11 AC	82.88 AC
C4	RS-2	30.45 AC		24.17 AC	54.62 AC
C5	RS-2	30.97 AC	2.90 AC	7.84 AC	41.71 AC
C6	RS-2	29.42 AC	8.55 AC		37.97 AC
D1	RQ-1	14.69 AC		1.78 AC	16.47 AC
D2	RQ-1	19.16 AC	9.45 AC	11.09 AC	39.70 AC
D6	C-1	37.17 AC			37.17 AC
D7	MF RQ-1	17.89 AC	2.04 AC		19.93 AC
D8	C-1	21.89 AC		0.69 AC	22.48 AC
D11	C-1	62.03 AC			62.03 AC
D13	RQ-1	7.1 AC			7.1 AC
D13 out parcel	RQ-1	0.8 AC			0.8 AC
D14	RS-1	24.20 AC			24.20 AC
D16	RS-1	2.71 AC		4.85 AC	7.56 AC
D18	RS-1	1.89 AC		11.69 AC	13.58 AC
D19	C-1	2.8 AC			2.8 AC
WDCRK COMM	C-3	67.11 AC			67.11 AC
A-13	RS-2	24.6 ac			24.6 ac
A-13b	RS-1	1.7 ac			1.7 ac
A-14	RS-2	53.0 ac		15.4 ac	68.4 ac
	TOTALS	1233.12 ac	85.55 ac	253.23 ac	1582.8 ac

ORDINANCE NO.: 2019-070

*Annexing and Incorporating 68.40 acres on Lockman Road, Richland County TMS #29000-02-35
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 Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 68.40 acre, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 29000-02-35

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

Requested by:

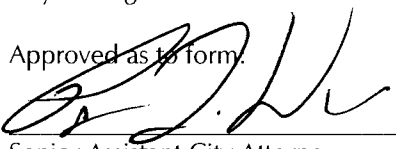
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-070

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 68.40 acres, on a Survey prepared for Woodcreek Development, LLC by CEC (Civil Engineering of Columbia, Inc.), dated November 27, 2018 (the "Survey"), and recorded on January 17, 2019, in the Office of the ROD for Richland County in Book 2366, page 633, which is incorporated herein by reference for a complete description of the metes, bounds, courses and distances of said parcel (the "Property").

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 3, 2019

RE: **Property Address:** 68.40 acres Lockman Road
Richland County TMS#: 29000-02-35
Owner(s): Woodcreek Development, LLC
Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural District (RU)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 4
Census Tract: 114.07

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 **August 5, 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.

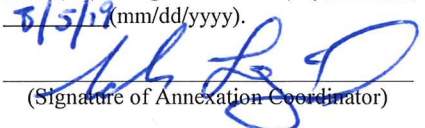
/atl

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 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: UER-1 (Land Use classification) by 5-0 on 8/5/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 5-0 on 8/5/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

68.4 acres Lockman Road, TMS# 29000-02-35;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

37.b

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
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- SD-1 - Sports/Amusement District
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- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



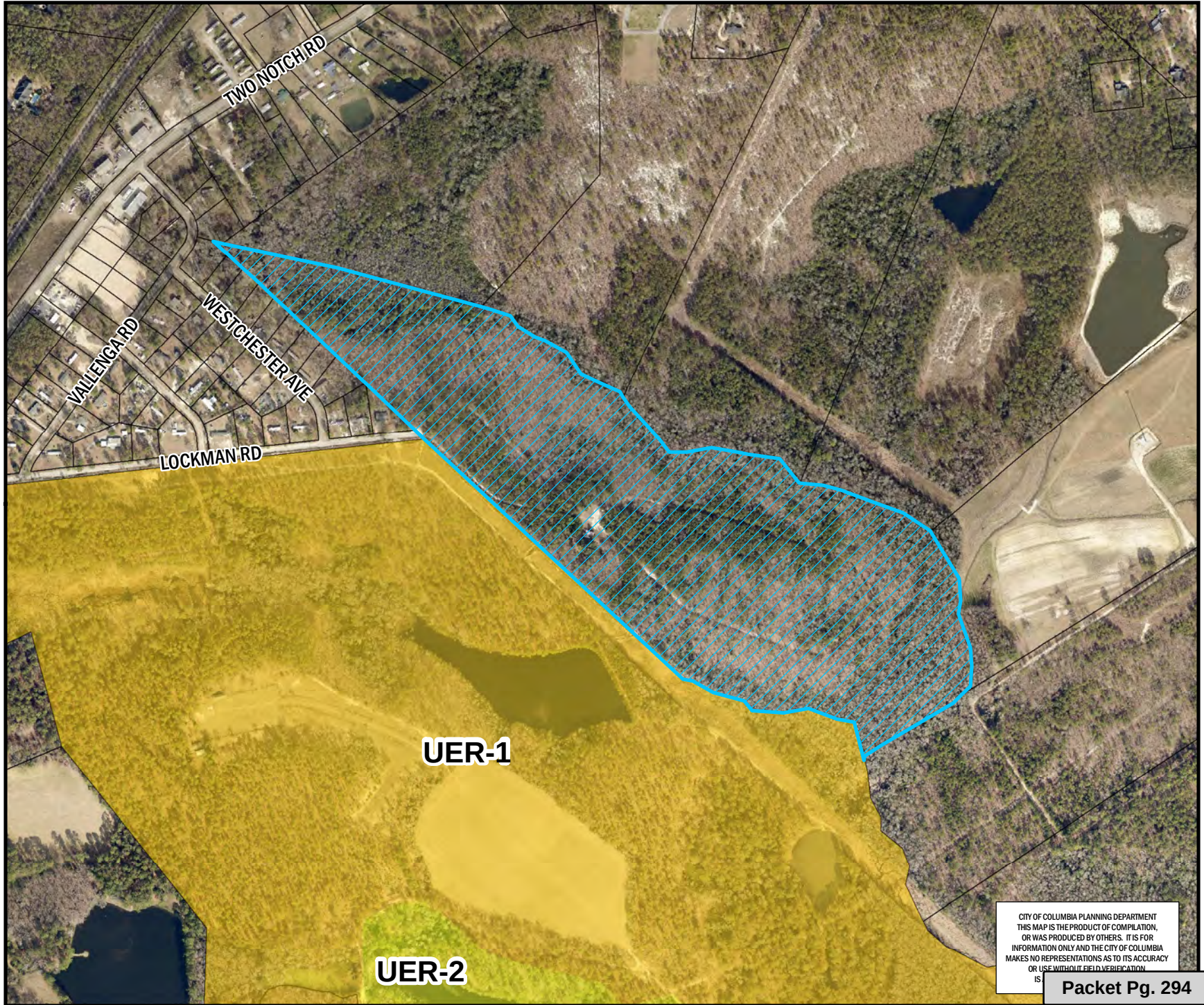
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 3, 2019



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Packet Pg. 294

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

68.4 acres Lockman Rd, TMS# 29000-02-35;
Current Rich. Co. Zoning: RU, Proposed Zoning: PUD-R

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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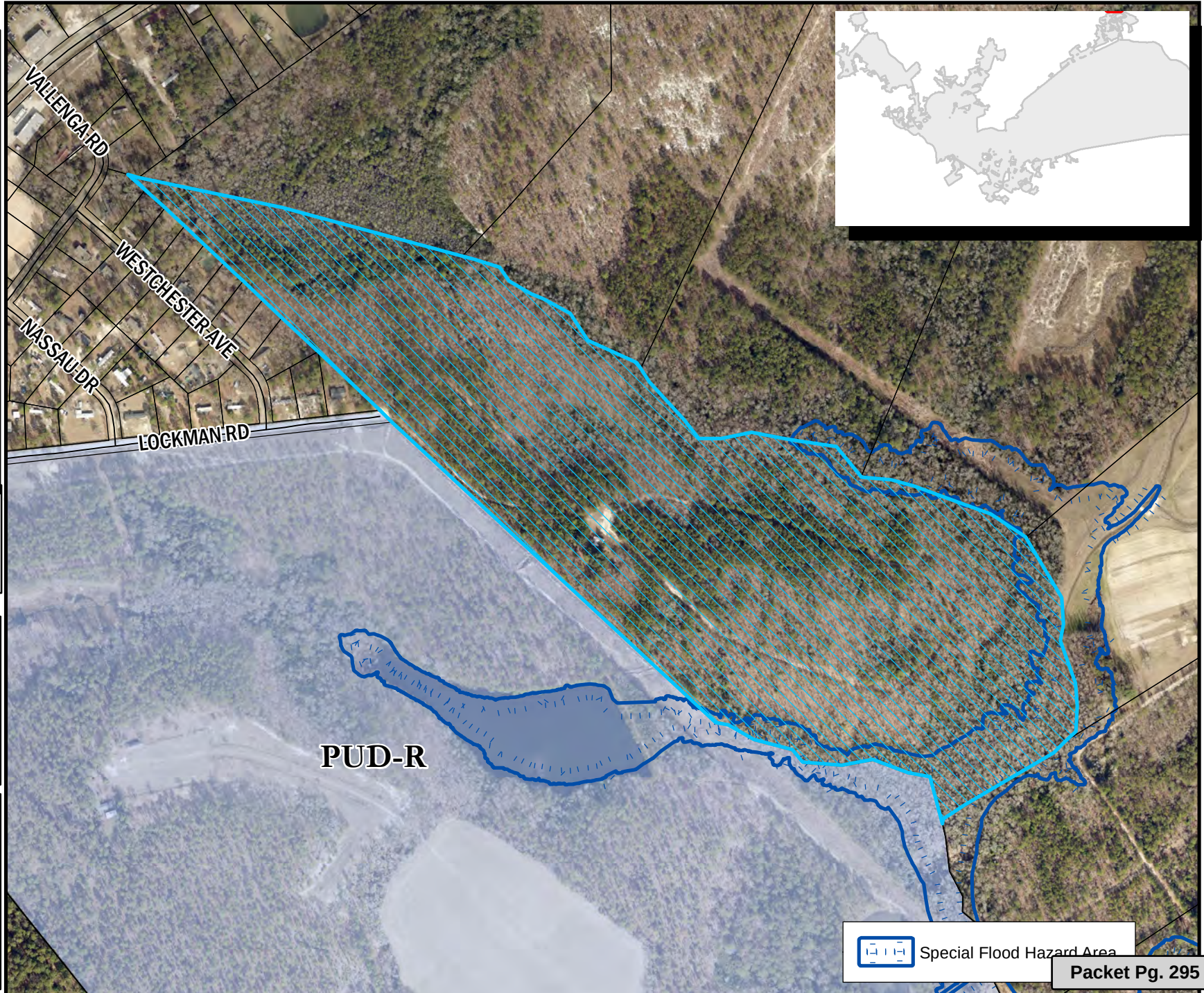
Shane Shaughnessy
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Special Flood Hazard Area

Packet Pg. 295

Future Land Use Map

68.4 acres Lockman Road, TMS# 29000-02-35;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

37.b

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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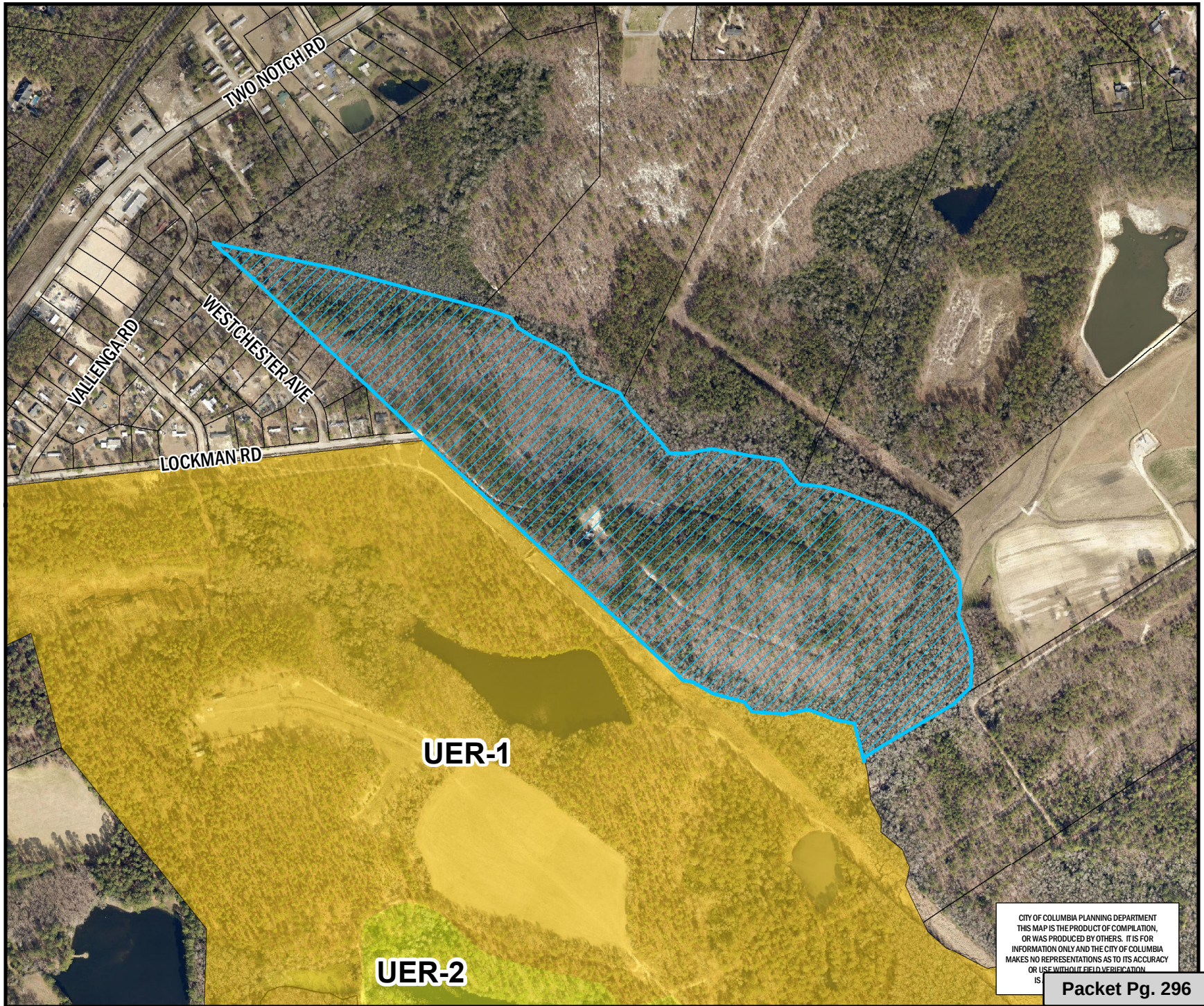
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Packet Pg. 296

** 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 or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 68.40 acres, on a Survey prepared for Woodcreek Development, LLC by CEC (Civil Engineering of Columbia, Inc.) , dated November 27, 2018 (the "Survey"), and recorded on January 17, 2019, in the Office of the ROD for Richland County in Book 2366, page 633, which is incorporated herein by reference for a complete description of the metes, bounds, courses and distances of said parcel (the "Property").

Richland County TMS: 29000-02-35

Property Address: 68.40 acres Lockman Road

Woodcreek Development, LLC

BY: 
 (Signature)

Date: 6-17-19

Harold W. Pickens
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

ORDINANCE NO.: 2019-073

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. 23-143 Water service rates and Sec. 23-149 Sewer service rates (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. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a), are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum--300	3/4"	8.12	13.81
	1"	13.56	23.05
	1.5"	20.31	34.53
	2"	32.49	55.24
	3"	65.00	110.49
	4"	101.55	172.63
	6"	203.35	345.69
	8"	324.96	552.43
	10"	645.21	1096.85

Additional charge per 100 cubic feet

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.91	4.96
Next 90,000	2.77	4.71
Over 100,000	2.62	4.45
Irrigation:		
Next 9,700	4.96	8.43
Next 90,000	4.71	8.02
Over 100,000	4.45	7.58
All others:		
Next 9,700	2.77	4.71
Next 90,000	2.62	4.45
Over 100,000	2.45	4.18

Water service charges and volumetric charges may be calculated using gallons as the unit of measure with the above-referenced rates utilized for conversion purposes so that the overall cost of service remains unchanged.

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	8.12	13.81
1	8.12	13.81
1½	8.12	13.81
2	13.00	22.09
3	25.99	44.18
4	40.62	69.04
6	81.24	138.11
8	129.99	220.97
10	203.10	345.27

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge In City	Out of City
Each 100 cubic feet	4.22	7.18

Sewer service charges and volumetric charges may be calculated using gallons as the unit of measure with the above-referenced rates utilized for conversion purposes so that the overall cost of service remains unchanged.

The remainder of this section shall remain unchanged.

Requested by:

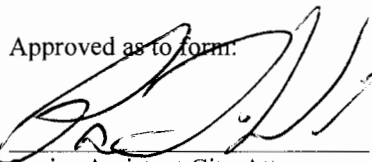
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-079

*Authorizing the City Manager to execute a Contract of Sale between the
City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights Circle,
Richland County TMS #11606-05-43*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that
the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the
City Attorney, between the City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights
Circle, Richland County TMS #11606-05-43.

Requested by:

Assistant City Manager Gentry

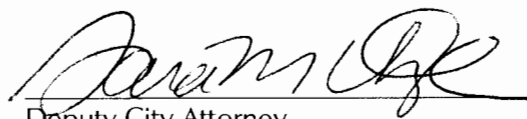
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



ASSET REALTY, INC.
CONTRACT OF SALE
RESIDENTIAL
 Revised December 2016



THE BUYER ☐ SELLER ☐ IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **PARTIES:** This Contract of Sale is entered into on Sept 16, 19
 between Buyer(s) Emma L. Chaplain (hereinafter called "Buyer"),
 and Seller(s) City of Columbia (hereinafter called "Seller").

BUYER ☐ 9/16/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client ☒ Customer ☐
 service in this transaction.

SELLER ☐ 9/16/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client ☐ Customer ☐
 service in this transaction.

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision Burton Heights
 Address 134 Burton Heights Circle Unit # _____ City Columbia Zip 29203
 TMS# 11606-05-43 County of Richland State of South Carolina.

3. **PRICE:** The purchase price is \$ 115,000

4. **EARNEST MONEY:**

A. \$ 500 Earnest money is paid by: Check ☒ Cash ☐ Other ☐

B. \$ _____ Additional earnest money (hereinafter referred to as earnest money) to be delivered on or before _____

C. Earnest money to be held in trust by City of Columbia (Escrow Agent).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-136 (E). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing parties treble damages (defined as three times the amount of Earnest Money).

5. TRANSACTION COSTS: Buyer's Transaction Costs include but are not limited to all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, FHA/VA allowable costs, fees and expenses of Buyer's attorney, deed recording costs, and the cost of any inspector, appraiser, or surveyor. Seller's Transaction Costs include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: **(Select, initial and date only one of the options below)**

A. BUYER () SELLER () Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs as well as pay for Buyer's non-allowable costs if the financing type selected in Paragraph 6(A) is either VA or FHA.

OR

B. BUYER () 9/14/19 SELLER () Seller will pay Buyer's Transaction Costs not to exceed \$ 1,500 which includes non-allowable costs first (for VA or FHA financing) and then allowable costs. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

6. FINANCING: Buyer's obligation under this Contract is ☐ is not ☐ contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 7, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).

BUYER () 9/14/19 SELLER ()

A. FINANCING TYPE. Financing type will be: Conventional ☒ FHA ☐ VA ☐ USDA ☐ SC Housing FHA ☐

SC Housing Conventional ☐ Seller ☐ Cash (no financing required) ☐ Other ☐ Affordable Home Loan

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 4(D).

Note: If Buyer utilizes FHA or VA financing, a lender required FHA/VA Addendum will be signed by Buyer and Seller. All parties agree to execute this document as required. Utilizing FHA or VA financing will require Seller to pay upon closing for certain loan-related closing costs termed "non-allowable costs", which for VA financing may also include the termite inspection (CL-100).

B. APPLICATION FOR FINANCING. If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).

2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing. See Paragraph 4(D).

3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).

4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

C. **SELLER FINANCING.** If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.

D. **CASH TRANSACTION.** In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. **APPRAISAL CONTINGENCY.** This Contract is ☒ is not ☐ contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have three business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D).

F. **SELLER'S MORTGAGE PAYOFF.** SELLER (☐ ☐) _____ Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

7. **CONVEYANCE DATE OF CLOSING/POSSESSION:** Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of Emma L. Chaplin, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before October 30, 19, unless extended pursuant to Paragraph 7(B) or by mutual agreement.

A. **BUYER** (☐ ☒) 9/16/19 **SELLER** (☐ ☐) _____ Seller will be obligated to vacate and give possession of the Property (free of debts and in a clean condition) to Buyer: at closing ☒, 24 hours after closing ☐, 48 hours after closing ☐, or in accordance with attached agreement ☐.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

8. **RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY:** Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

9. **PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD:**
(If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

A. **DUE DILIGENCE PERIOD INSPECTIONS:** Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 29(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system, and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). Any re-inspections that may be required will also be at Buyer's expense.

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:

1. Buyer can accept Property as inspected.

2. If Buyer, in his sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports, if any, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer. See Paragraph 4(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.

3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:

- a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
- b. Buyer will have two business days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4(D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).

10. PROPERTY SOLD "AS-IS": (If Selected, Terms of Paragraph 9 do not apply) (Initial and date only one of the options below if applicable)

A. BUYER () SELLER ()

PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period to conduct at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. Seller will have no obligation to make any repairs or replacements to the Property identified as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

OR

B. BUYER () SELLER ()

PROPERTY SOLD "AS-IS" - NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

11. CONDITION OF PROPERTY: Except for Property being sold "As-Is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.

12. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (☒) 9/16/19 SELLER (☐) Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

B. BUYER (☐) SELLER (☐) ^{OR} Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

13. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

14. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will ☐ will not ☒ be provided at closing. If applicable, the warranty premium will be paid by Buyer ☐ Seller ☐ in the amount of \$ _____, provided by _____ (home warranty company) and written by the Buyer's Agent ☐ Seller's Agent ☐. If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

15. PROPERTY DOCUMENTATION: (Buyer to complete information in Paragraphs A-E, and Seller to confirm)

Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

BUYER (☒) 9/16/19 SELLER (☐) Buyer acknowledges and Seller represents the following:

A. This sale is ☐ is not ☒ subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)

B. The Property is: Connected to: public/community sewer system ☒ septic tank ☐ Lett system ☐ Other ☐
Connected to: public/community water system ☒ well system ☐ Other ☐

C. To the best of Seller's knowledge, the Property is ☐ is not ☒ partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

D. The Property is ☐ is not ☒ subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ _____ per _____ and is payable to _____

E. The Property is ☐ is not ☒ subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$ _____

16. ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 4(D). Initial and date Paragraph C if other contingencies apply.)

- A. SALE AND CLOSING CONTINGENCY ADDENDUM is ☐ is not ☒ attached to and part of this Contract of Sale.
- B. CLOSING CONTINGENCY ADDENDUM is ☐ is not ☒ attached to and part of this Contract of Sale.
- C. OTHER CONTINGENCIES: BUYER (☐ ☐) _____ SELLER (☐ ☐) _____ This Contract is contingent on:

17. FIXTURES AND PERSONAL PROPERTY: This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, playsets, lawn irrigation system and all related equipment, pool and spa equipment, TV wall mounts and brackets, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system and equipment, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.

18. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

19. ADJUSTMENTS: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final.

20. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

BUYER

(☐ ☒) 9/16/19

SELLER

(☐ ☐) _____

21. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

22. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

23. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

24. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

25. EXPIRATION OF OFFER: This offer from Buyer will be withdrawn at 4 o'clock P M. (Eastern Time) on Oct 1, 19 unless accepted or countered by Seller in written form prior to such time.

26. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

27. NOTICE AND DELIVERY: Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

28. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

29. DEFINITIONS:

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Party's to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

30. SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

31. MEGAN'S LAW: Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

 (L.S.) Emma L. Chaplin 9/16/19
 Buyer's Signature Buyer's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Buyer's Signature Buyer's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Seller's Signature Seller's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Seller's Signature Seller's Printed or Typed Name Date
Bonnie Johnson Asset Realty, Inc 15405/2909
 Buyer's Agent/ Company Buyer's Agent License# LLR Office Code

Buyer's Agent's Email Address Buyer's Agent's Telephone Number

Seller's Agent/ Company Seller's Agent License# LLR Office Code

Seller's Agent's Email Address Seller's Agent's Telephone Number

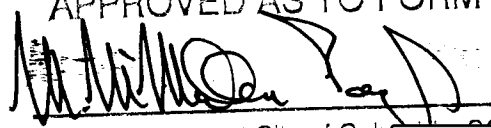
This section is not to be completed until the conditions of paragraph 29B are fulfilled

CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK ____ M (ET) ON _____ DATE

ACCEPTANCE ENTERED BY _____ (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract in its entirety should be promptly forwarded to the other Party.

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APPROVED AS TO FORM

 Legal Department City of Columbia



ONE TIME SHOWING

ASSET REALTY, INC. HAS PERMISSION TO SHOW MY PROPERTY LOCATED AT:

134 BURTON HEIGHT ~~E~~ CIRCLE

COLUMBIA SC29203

TO: EMMA L CHAFFIN

AND QUOTE A PRICE OF \$ 115,000.

SHOULD AN OFFER RESULT FROM A SHOWING TO THE ABOVE MENTIONED PARTY WITH IN SIX (6) MONTHS OF THIS SHOWING AND THE OFFER IS ACCEPTABLE TO ME, I AGREE TO PAY ASSET REALTY, INC. A PROFESSIONAL FEE OF 2 1/2 % % OF THE SALES PRICE UPON CLOSING.

SELLER

DATE

SELLER

DATE

Lonnie Johnson
SALES ASSOCIATE FOR ASSET REALTY, INC.

9/16/19
DATE

ORDINANCE NO.: 2019-082

*Authorizing the City Manager to execute a Contract of Sale between the
City of Columbia and Zellie Scott for the sale of 100 Gabriel Street,
Richland County TMS #14203-11-06*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that
the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the
City Attorney, between the City of Columbia and Zellie Scott for the sale of 100 Gabriel Street,
Richland County TMS #14203-11-06

Requested by:

Assistant City Manager Gentry

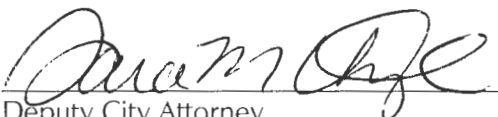
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CONTRACT OF SALE

Date. A Contract for the sale and purchase of the hereinafter described property is entered into this 18th day of September, 2019 by and between Zellie Scott, Purchaser(s) and City of Columbia, South Carolina, Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in Richland County, State of South Carolina and being described as follows: TMS# 14203-11-06.

The Property address: 100 Gabriel St. Columbia, SC 29203

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price. The purchase price is One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars and shall be paid by the Purchaser as follows: Five Hundred and No/100 \$500.00 Dollars (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for additional deed preparation cost; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars.

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of Zellie Scott

Adjustments: Real estate taxes, homeowner association/condo fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "***As Is***". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **Three Thousand Five Hundred and No/100 (\$3,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **Thomas Law Firm, LLC**, and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER Zellie Scott
Date _____

WITNESS

SELLER
City of Columbia, SC
By: Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

[Signature]
Local Government Law Center, Inc.

ORDINANCE NO.: 2019-081

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street,
Richland County TMS Numbers 09209-20-04 and 09209-20-03)*

WHEREAS, Richland County desires to enlarge the boundaries of a joint county industrial and business park (the "Park") of Richland and Fairfield Counties (together, the "Counties") created pursuant to that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, as amended, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code"), in order to locate certain parcels of real property in Richland County therein; and

WHEREAS, the parcels described in the attached Exhibit A (the "Parcels") are located within the corporate limits of the City of Columbia (the "City") and are among the parcels of land that the Counties desire to include within the Park in accordance with the Infrastructure Credit Agreement attached hereto as Exhibit B; and,

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the Parcels in the Park.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that the City hereby consents to the inclusion of the Property in the Park pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

First Reading:
Second Reading:

ORDINANCE NO.: 2019-081
EXHIBIT A
DESCRIPTION OF PROPERTY

The following real property located in Columbia, Richland County, South Carolina more particularly described as:

All those certain pieces, parcels or lots of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as Parcel "A" containing 1.01 acres, Parcel "B", containing 0.25 acres, Parcel "C", containing 0.19 acre, Parcel "D", containing 0.28 acre, and Parcel "E", containing 0.14 acres, on that certain Plat prepared for Eau Claire Development Corporation by Jay S. Joshi, PLS, dated July 30, 2001 and recorded in the Office of Register of Deeds for Richland County, South Carolina in Book 550, at page 2265.

LESS AND EXCEPT THE FOLLOWING PROPERTIES:

- a) That certain 110.19 square feet conveyed to Richland County, South Carolina by deed dated May 26, 2015 and recorded July 8, 2015 in the Office of Register of Deeds for Richland County, South Carolina in Book 2041, at page 1600; and,
- b) That certain 184.66 square feet conveyed to Richland County, South Carolina by deed dated May 26, 2015 and recorded July 8, 2015 in the Office of Register of Deeds for Richland County, South Carolina in Book 2041, at page 1588.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) AT THE NORTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, SAID POINT ALSO BEING LOCATED N 16-51-27 E 15.00 FEET FROM AN IRON PIN OLD 3/4" OPEN TOP LOCATED AT THE INTERSECTION OF SAID RIGHTS OF WAY IF EXTENDED; THENCE RUNNING ALONG SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) N 15-51-27 E 144.55 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE N 15-38-03 E 156.89 FEET TO POINT LOCATED AT THE SOUTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND LEAVING SAID EASTERN RIGHT OF WAY AND RUNNING ALONG SAID MITERED CORNER N 54-44-45 E 31.04 FEET TO A POINT LOCATED AT THE NORTHEASTERN END OF SAID MITERED CORNER, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND RUNNING WITH SAID SOUTHERN RIGHT OF WAY S 88-08-32 E 139.18 FEET TO AN IRON PIN OLD 1-1/2" OPEN TOP; THENCE S 87-41-46 E 64.88 FEET TO IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF FJ TUCKER PROPERTY, NOW OR FORMERLY; THENCE TURNING AND LEAVING SAID SOUTHERN RIGHT OF WAY AND RUNNING WITH THE COMMON LINES OF THE TUCKER PROPERTY S 15-07-21 W 122.01 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 15-13-29 W 50.06 FEET TO IRON PIN OLD 1/2" REBAR; THENCE S 87-41-55 E 25.38 TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF 1216 MILLER LLC PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING WITH THE COMMON LINE OF SAID 1216 MILLER LLC PROPERTY S 00-37-38 W 164.18 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, CROSSING OVER AN IRON PIN OLD 1" OPEN TOP AT 161.45 FEET; THENCE TURNING AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY N 85-57-12 W 279.24 FEET TO A POINT LOCATED AT THE SOUTHEASTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID NORTHERN RIGHT OF WAY OF MILLER AVENUE AND THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21); THENCE LEAVING THE NORTHERN RIGHT OF WAY OF MILLER AVENUE AND RUNNING ALONG SAID MITERED CORNER N 35-02-52 W 18.92 FEET TO THE POINT AND PLACE OF BEGINNING.

ORDINANCE NO.: 2019-081
EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

NORTH MAIN SENIOR, LLC, a South Carolina limited liability company

Effective as of: June 18, 2019

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 18, 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and NORTH MAIN SENIOR, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company with the sponsorship and involvement of the Columbia Empowerment Zone, Inc. through its wholly owned subsidiary The Veranda at North Main, LLC (a co-managing member of the Company) has committed to establish a low-income rental housing project for seniors in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of a total investment of greater than \$10,000,000, of which \$7,000,000 is a taxable investment in real and personal property;

WHEREAS, the Project is encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority (“State Housing”) and the Company dated December 27, 2017 (“Restrictive Covenants”) pursuant to which the Company will agree that at least 40% of the completed dwelling units in the Project will be rented continuously to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income as computed by HUD at rents not in excess of the fair market rent as determined by HUD (“Low Income Rental Restrictions”); and

WHEREAS, by an ordinance enacted on June 18, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will comply with the Restrictive Covenants and will use commercially reasonable efforts to provide low-income housing at the Project for the balance of the units;
- (c) The Company will use commercially reasonable efforts to achieve the Company Commitment, as defined below; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitment.* The Company shall invest not less than \$10,000,000 in the Project, of which \$7,000,000 shall consist of taxable property, to acquire, construct, furnish and equip the Project ("Company Commitment") by the Certification Date, as defined below. The Company shall certify to the County completion of the Project by no later than December 31, 2019 ("Certification Date"), by providing documentation to the County sufficient to reflect completion of the Project. If the Company fails to achieve and certify the Company Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. In the event of a default of the Company under the Restrictive Covenants, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual property tax bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) ("Net Fee Payment"). Following receipt of the annual bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. *Clawback.* In the event of a default of the Company under the Restrictive Covenants (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the percentage of the occupied dwelling units in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of occupied dwelling units in the Project for the prior calendar year, calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Low Income Rental Percentage

Low Income Rental Percentage = Number Of Occupied Dwelling Units Which Failed To Satisfy the Low Income Rental Restrictions Divided By The Total Number Of Occupied Dwelling Units in the Project Subject to the Low Income Rental Restrictions For the Prior Calendar Year.

For example, and by way of example only, if the Company had received \$500,000 in Infrastructure Credits, the Project contained 24 occupied dwelling units subject to The Low Income Rental Restrictions in any year and an event of default under the Restrictive Covenants had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions as to 8 occupied dwelling units in that calendar year, the Repayment Amount would be calculated as follows:

Low Income Rental Percentage = $8/24 = 33.33\%$

Clawback Percentage = $100\% - 33.33\% = 66.66\%$

Repayment Amount = $\$500,000 \times 66.66\% = \$33,330$

All percentages will be rounded to the nearest two decimal places. The Company shall prepare and return the Credit Certificate, attached hereto as Exhibit C ("Credit Certificate"), within 60 days of receiving the Annual Bill certifying that the Company satisfied the Low Income Rental Restrictions or certifying that an event of default occurred under the Restrictive Covenants due to the Company's failure to satisfy the Low income Rental Restrictions. The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

Section 2.4. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

Section 2.5 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.6. Termination Upon Receipt of Statutory Exemption. If the South Carolina law provides that the Project qualifies for an exemption under South Carolina law, the Company shall be required to diligently pursue such exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from *ad valorem* property taxes under South Carolina law.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months or an event of default under the Restrictive Covenants, in which the Company fails to meet the Low Income Rental Restrictions for a period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its

duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	North Main Senior, LLC c/o Integral Development LLC 191 Peachtree Street NE, Suite 4100 Atlanta, Georgia 30303
with a copy to (does not constitute notice):	The Veranda at North Main, LLC c/o Columbia Empowerment Zone, Inc. 3200 Grand Street Columbia, South Carolina 29203
with a copy to (does not constitute notice):	Haynsworth Sinkler Boyd, P.A. Attn: Benton D. Williamson 1201 Main Street, 22 nd Floor Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$3,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which

the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:

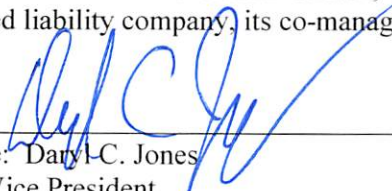

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**NORTH MAIN SENIOR, LLC, A SOUTH
CAROLINA LIMITED LIABILITY COMPANY**

By: INTEGRAL NORTH MAIN, LLC, a Georgia
limited liability company, its co-managing member

By: 
Name: Daryl C. Jones
Its: Vice President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All those certain pieces, parcels or lots of land with the improvements thereon, known as 3700 North Main Street, Columbia, South Carolina being situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing **1.873** acres, more or less, and being shown on that certain plat prepared for Integral Development, LLC by Site Design, Inc. dated November 27, 2017 and last revised December 27, 2017.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) AT THE NORTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, SAID POINT ALSO BEING LOCATED N 15-51-27 E 15.00 FEET FROM AN IRON PIN OLD 3/4" OPEN TOP LOCATED AT THE INTERSECTION OF SAID RIGHTS OF WAY IF EXTENDED; THENCE RUNNING ALONG SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) N 15-51-27 E 144.55 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE N 15-38-03 E 156.89 FEET TO POINT LOCATED AT THE SOUTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND LEAVING SAID EASTERN RIGHT OF WAY AND RUNNING ALONG SAID MITERED CORNER N 54-44-45 E 31.04 FEET TO A POINT LOCATED AT THE NORTHEASTERN END OF SAID MITERED CORNER, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND RUNNING WITH SAID SOUTHERN RIGHT OF WAY S 86-08-32 E 139.18 FEET TO AN IRON PIN OLD 1-1/2" OPEN TOP; THENCE S 87-41-46 E 64.88 FEET TO IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF FJ TUCKER PROPERTY, NOW OR FORMERLY; THENCE TURNING AND LEAVING SAID SOUTHERN RIGHT OF WAY AND RUNNING WITH THE COMMON LINES OF THE TUCKER PROPERTY S 15-07-21 W 122.01 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 15-13-29 W 50.06 FEET TO IRON PIN OLD 1/2" REBAR; THENCE S 87-41-55 E 25.38 TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF 1216 MILLER LLC PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING WITH THE COMMON LINE OF SAID 1216 MILLER LLC PROPERTY S 00-37-38 W 164.18 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, CROSSING OVER AN IRON PIN OLD 1" OPEN TOP AT 161.45 FEET; THENCE TURNING AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY N 85-57-12 W 279.24 FEET TO A POINT LOCATED AT THE SOUTHEASTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID NORTHERN RIGHT OF WAY OF MILLER AVENUE AND THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21); THENCE LEAVING THE NORTHERN RIGHT OF WAY OF MILLER AVENUE AND RUNNING ALONG SAID MITERED CORNER N 35-02-52 W 18.92 FEET TO THE POINT AND PLACE OF BEGINNING.

Tax Map Numbers: 09209-20-04 and 09209-20-03

EXHIBIT B**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit equal to 97% of the annual Fee Payment due with respect to the Project for a period of 30 years commencing with the first Fee Payment due with respect to the Project.

EXHIBIT C

FORM OF CREDIT CERTIFICATE

Reference is made to that certain Infrastructure Credit Agreement effective as of _____, 2019 ("*Credit Agreement*"), by and among Richland County, South Carolina ("*County*"), and North Main Senior, LLC ("*Company*"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.2 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company as part of the Project. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount equal to 97% of the annual Fee Payment due with respect to the Project for a term of 30 years. Pursuant to Section 2.3 of the Credit Agreement, the Company shall be required to pay the Repayment Amount in the event there is an Event of Default occurring under the Restrictive Covenants. The Repayment Amount shall be calculated based on the percentage of occupied dwelling units in the Project which fail to satisfy the Low Income Rental Restrictions divided by the total number of occupied dwelling units in the Project for the prior calendar year.

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies Items 1 through 5 as follows:

1. For tax year [YEAR], the Company hereby certifies that the Project contains [] occupied units.
2. For tax year [YEAR], the Company hereby certifies that _____ occupied units failed to satisfy the Low Income Rental Restrictions.
3. For tax year [YEAR], the Company received \$ _____ in Infrastructure Credits, which is the amount required to reduce the Company's tax liability \$ _____.
4. Pursuant to Section 2.3 of the Credit Agreement, the Repayment Amount shall be calculated as follows:

Low Income Rental Percentage = _____

Clawback Percentage = 100% - % _____

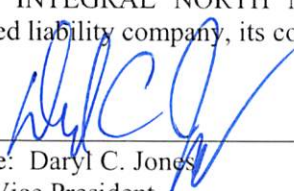
Repayment Amount = \$ _____ x _____ % = \$ _____
5. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$ _____ along with this Credit Certificate.

Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay County's costs and fees, including its attorneys' fees and costs, associated with the certification, calculation, or adjustment of the Credit, in an amount up to \$250 per year.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**NORTH MAIN SENIOR, LLC, A SOUTH
CAROLINA LIMITED LIABILITY COMPANY**

By: INTEGRAL NORTH MAIN, LLC, a Georgia
limited liability company, its co-managing member

By: 
Name: Daryl C. Jones
Its: Vice President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]



CITY COUNCIL

October 1, 2019 at 5:15pm

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

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	11/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12/03/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	11/19/19: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12/03/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres

Current Use: Commercial (Bank/Professional Offices)

Proposed Use: Commercial (Bank/Professional Offices)

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current County Land Use: Mixed Use Corridor

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

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial (C-3)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD approximately **\$4,300** annually to provide service for this existing mixed commercial building based upon current calls for service for similar properties within 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

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not provided to this type of property.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. Sewer service is provided by Palmetto Utilities.

Water Customer Care

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers. This is outside of the City of Columbia sewer service area.

Planning & Development Services

We recommend annexation of this property, located within a primary area as designated in the Urban Service Area plan. Based upon the current taxable value of this existing multi-tenant commercial building, **the annual real estate tax revenue generated will be approximately \$9,800**. Revenue would also be generated through Business License fees to the businesses on the property.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

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 Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

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 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 GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and RS-LD to the East.

The proposed interim 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 annex the property and assign interim future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

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



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25 42.a
 Current FLU: Mixed Use Corridor, Proposed Interim FLU: AC-3

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
-  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



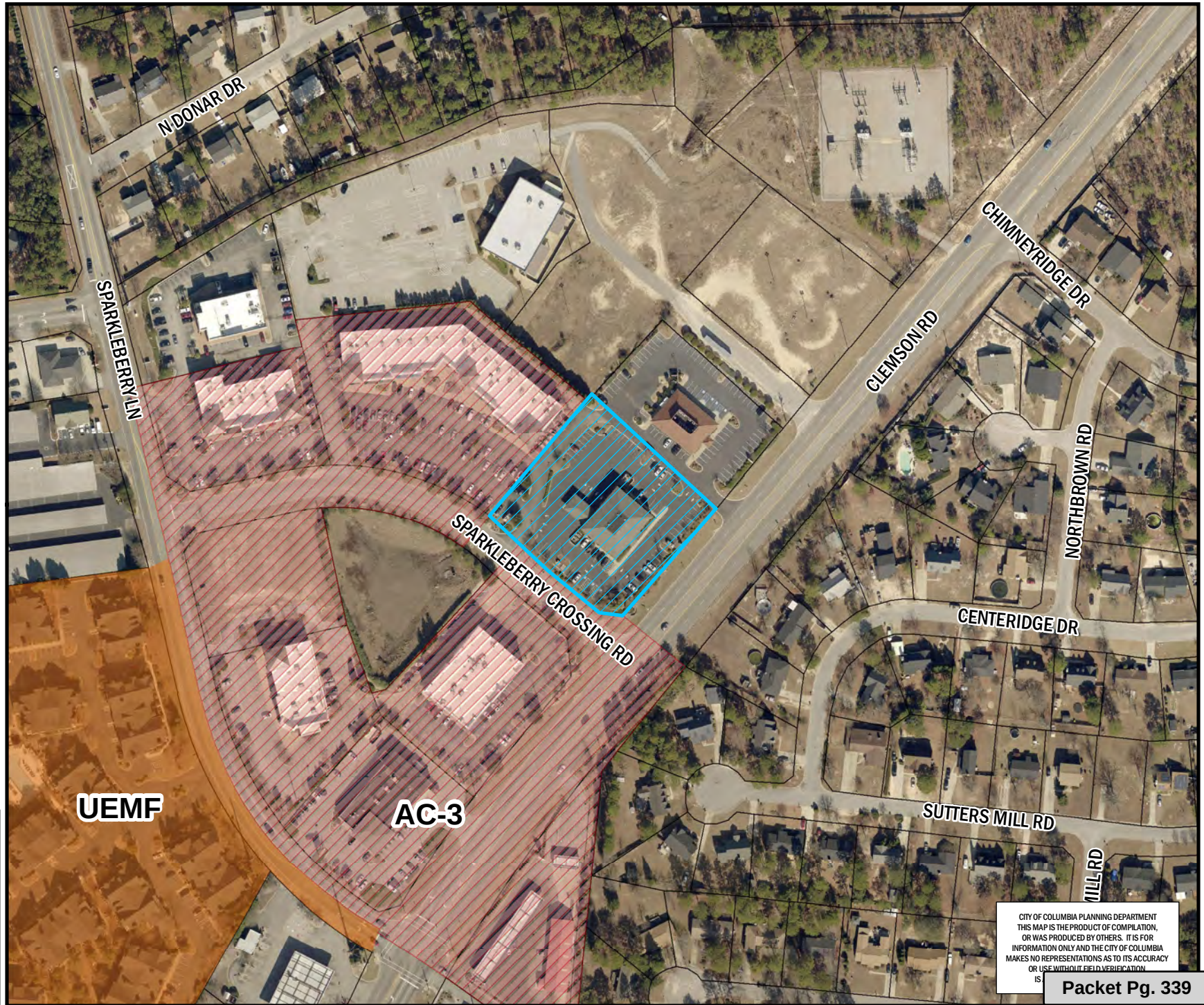
0 50 100 200
 Feet

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 July 29, 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. 339

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Interim Zoning: C-3

42.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	



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

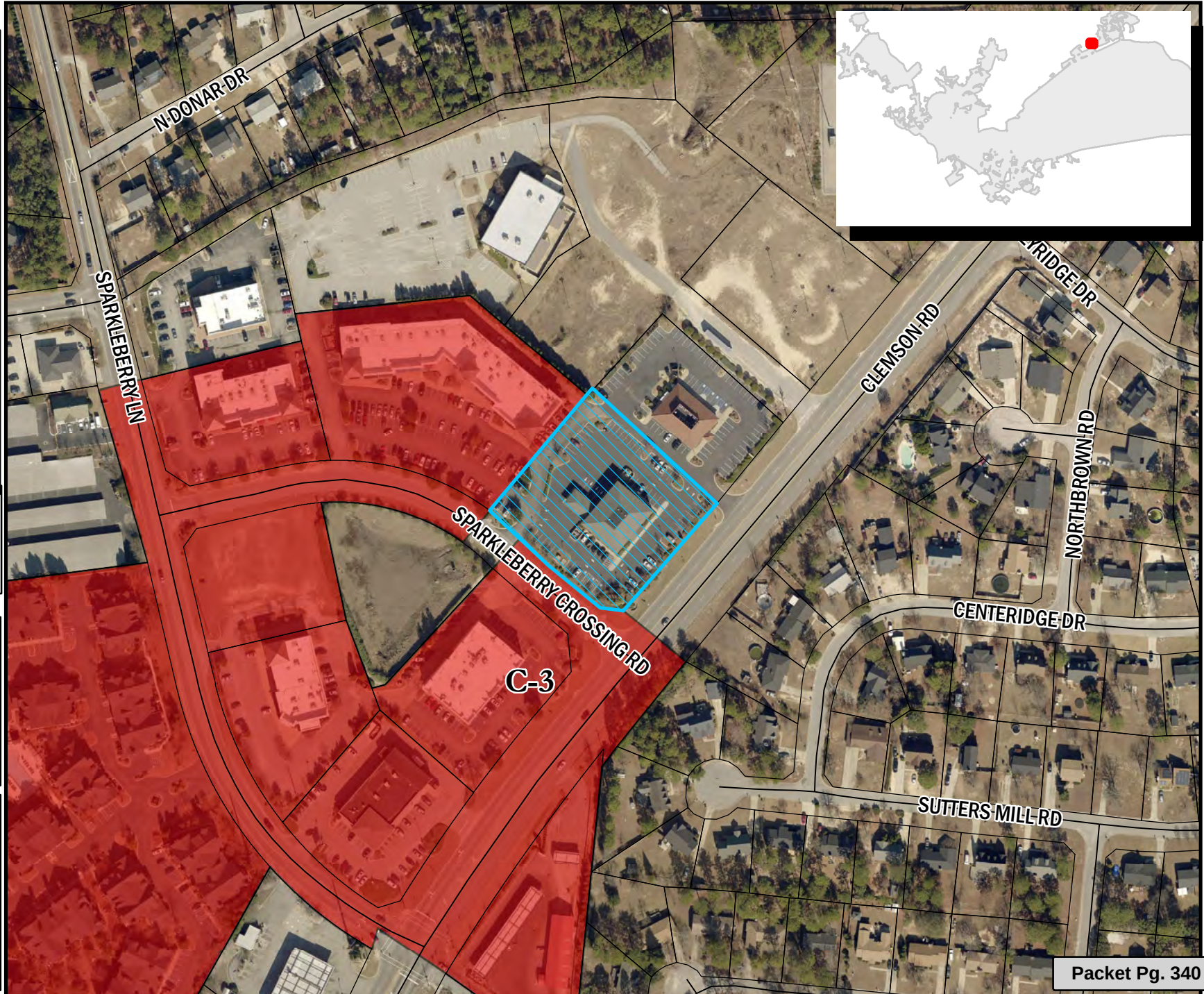
Shane Shaughnessy
July 29, 2019

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. 340

ORDINANCE NO.: 2019-077

*Annexing 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road,
Richland County TMS #25705-07-28*

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; 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 and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 1.46 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-28

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

Requested by:

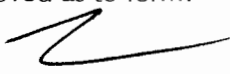
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-077

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 6 on a plat prepared for Sparkleberry Investments, LLC by W.K. Dickson, Engineers, Planners, Surveyors (Russell H. Wright PSC #17934) dated October 18, 2001 and recorded in Richland County ROD Plat Book 589, page 1926, and having such metes, bounds, courses and distances as shown on said plat, reference to which is had as if set forth in extensor.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: July 29, 2019
 RE: **Property Address:** 121 and 141 Sparkleberry Crossing Road
Richland County TMS#: 25705-07-28
Owner(s): Arthur State Bank
Current Use: Commercial (Bank/Professional Offices)
Proposed Use: Commercial (Bank/Professional Offices)
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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

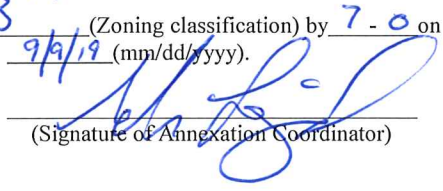
Planning & Development Services staff will see to it that this matter is placed on the **September 9, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, 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 Jacob, 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 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: AC-3 (Land Use classification) by 7 - 0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7 - 0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25 42.b
Current FLU: Mixed Use Corridor, Proposed FLU: AC-3

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
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

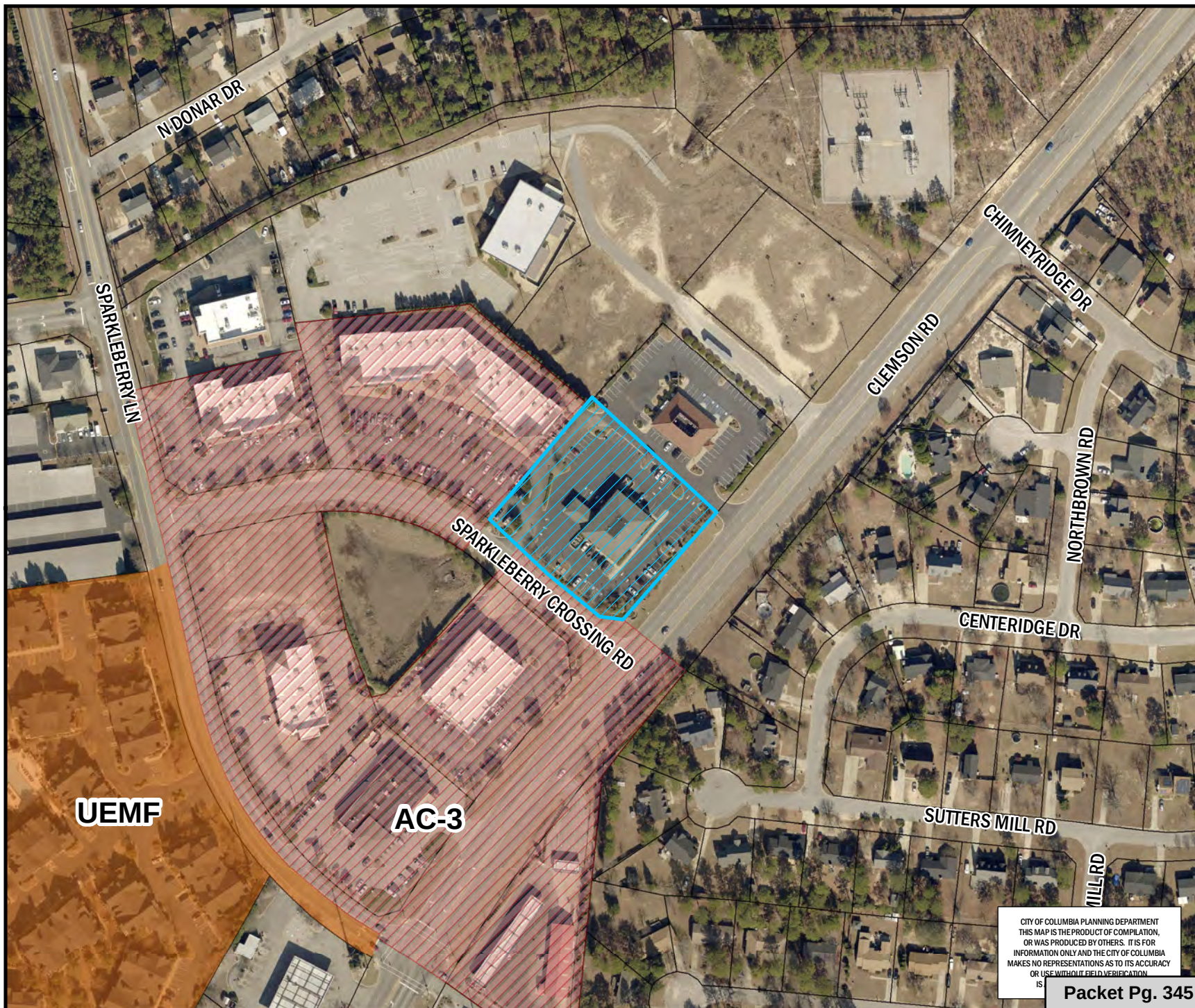


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 29, 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
IS

Packet Pg. 345

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Zoning: C-3

42.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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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

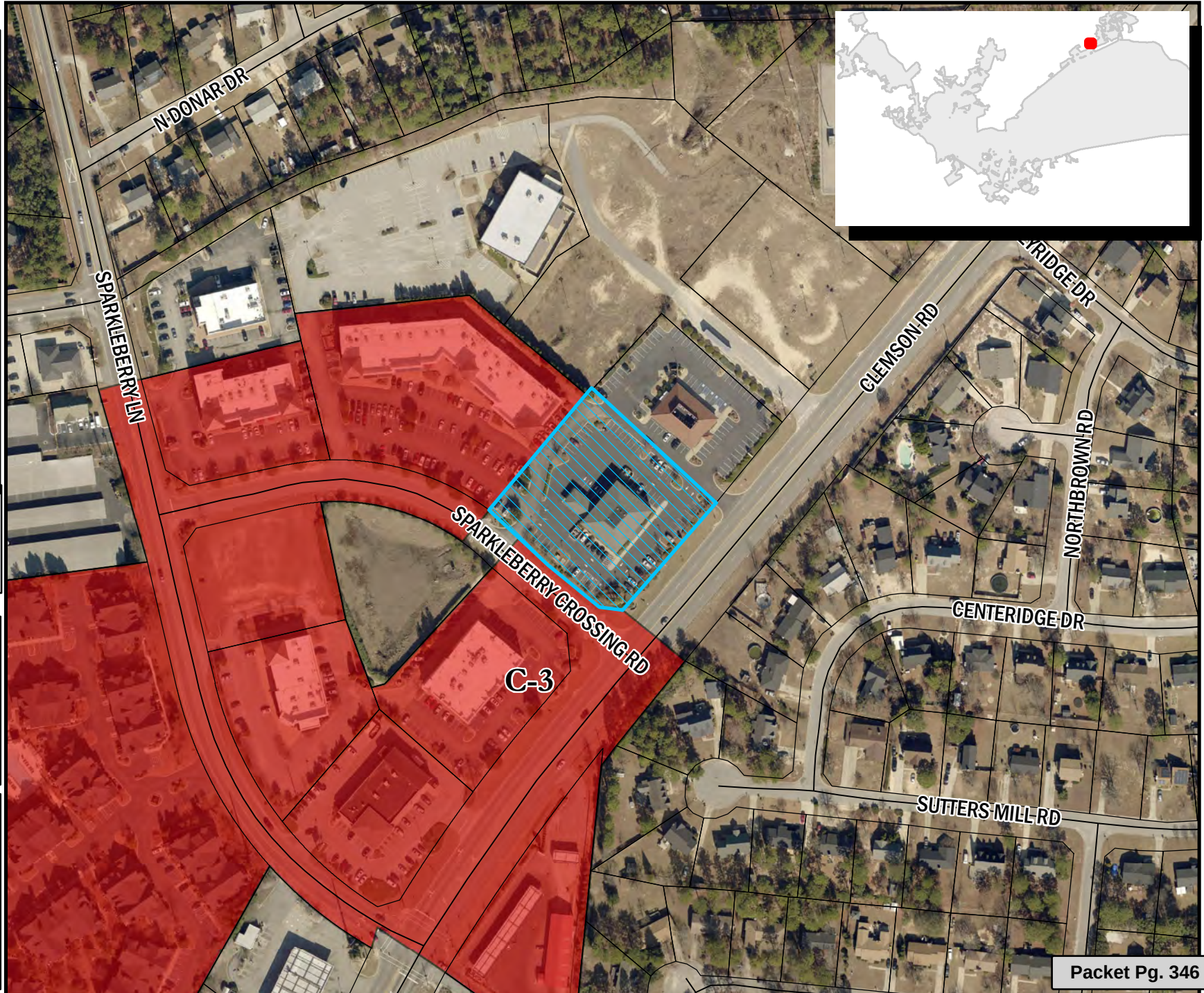
Shane Shaughnessy
July 29, 2019

DISCLAIMER:

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We Are Columbia



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

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

Property Description: ALL that certain piece, parcel or lot of land, with the improvements thereon (if any), situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 6 on a plat prepared for Sparkleberry Investments, LLC by W.K. Dickson, Engineers, Planners, Surveyors (Russell H. Wright PSC #17934) dated October 18, 2001 and recorded in Richland County ROD Plat Book 589, page 1926, and having such metes, bounds, courses and distances as shown on said plat, reference to which is had as if set forth in extensor.

Richland County TMS: 25705-07-28

Property Addresses: 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road

Arthur State Bank

BY:

Daniel O. Cook, Jr.

Date:

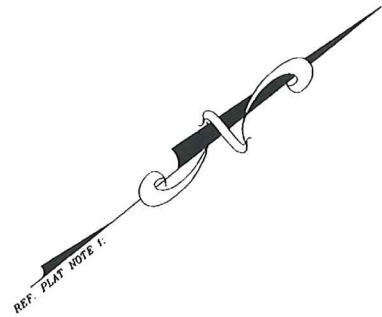
7-23-2019

Daniel O. Cook, Jr.

ITS:

CEO + CFO, COO

(Print or Type Name)



LOT SUMMARY

PARENT TMS # 25705-15,18,19 & 21
EXISTING LAND USE = IDE
PROPOSED LAND USE = COMMERCIAL
TOTAL AREA = 19.03 ACRES
PALMETTO UTILITIES SANITARY SEWER EASEMENT = 15'
CITY OF COLUMBIA WATER LINE EASEMENT = 10'
RICHLAND COUNTY STORM DRAINAGE EASEMENT = 12'
MINIMUM LOT AREA PROVIDED = 34,872 S.F.
MINIMUM LOT WIDTH PROVIDED = 115.65'
AVERAGE LOT AREA PROVIDED = 86,444 S.F.
WIDTH OF RIGHT-OF-WAY = 66'
LENGTH OF NEW STREET = 791.71'
AREA OF STREET RIGHT-OF-WAY = 1.19 ACRES

DEVELOPER:

SPARKLEBERRY INVESTMENTS, LLC
c/o MR. DAVID ORR
6862 PHILLIPS PLACE CT
CHARLOTTE, NC 28210
FAX: (803) 786-5464

REFERENCES:

1. PLAT PREPARED FOR SPARKLEBERRY CENTER, JOINT VENTURE PARTNERSHIP AND SPARKLEBERRY LAND, JOINT VENTURE PARTNERSHIP, BY UNITED DESIGN SERVICES, INC. DATED APRIL 25, 1988, RECORDED IN PLAT BOOK 52, AT PAGE 5863.
2. BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED FOR K & G, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY & SOUTHWEST BANK OF GEORGIA BY B.P. BARBER & ASSOCIATES, INC. DATED SEPTEMBER 5, 1996, LAST REVISED JANUARY 24, 1997, RECORDED IN PLAT BOOK 56, AT PAGE 7183.
3. BOUNDARY SURVEY PREPARED FOR K & G #101, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY & SOUTHWEST BANK OF GEORGIA BY W.K. DICKSON DATED FEBRUARY 12, 1997, RECORDED IN PLAT BOOK 56, PAGE 7405.
4. ALTA/ASCM LAND TITLE SURVEY PREPARED FOR K & G #101, LLC, FIRST UNION NATIONAL BANK, FIRST AMERICAN TITLE INSURANCE COMPANY & CAROLINA SWINE FARMS, INC. BY W.K. DICKSON, DATED JULY 31, 1997, RECORDED IN PLAT BOOK 56, PAGE 7405.
5. ALTA/ASCM LAND TITLE SURVEY PREPARED FOR REAL ESTATE INNOVATIONS, LLC, CRESCENT RESOURCES, INC., FIRST AMERICAN TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE COMPANY, BY W.K. DICKSON, DATED DECEMBER 13, 1999.

THE FOLLOWING EASEMENTS AFFECT THE SUBJECT PROPERTY BUT CAN NOT BE SHOWN

- REF. D.B. 737, PG. 118 - 125 & D.B. 751, PG. 248
REF. D.B. 471, PG. 749
REF. D.B. 933, PG. 52, D.B. 933, PG. 55
D.B. 1367, P.G. 489 & D.B. 933, PG. 58

NOTES:

1. THIS LOT IS NOT LOCATED IN A FLOOD HAZARD ZONE ACCORDING TO F.H.M. 45079C 0110 G, DATED JANUARY 19, 1994.
2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON THE DATE OF THE SURVEY.
3. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RESTRICTIONS AND OR RIGHT OF WAY NOT OBSERVED.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY.
5. THIS PROPERTY IS ZONED "C-3" EXCEPT AS NOTED.
6. RB = REBAR
IPF = IRON PIPE FOUND
IPS = IRON PIPE SET
7. PARENT TMS # 25705-15,18,19 & 21.
8. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
9. LOCATIONS OF UNDERGROUND UTILITIES NOT SHOWN, ARE UNKNOWN.
10. INDIVIDUAL POWER POLES, GUY WIRES AND POWER LINES MAY BE SUBJECT TO EASEMENTS.

I HEREBY STATE THAT TO THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

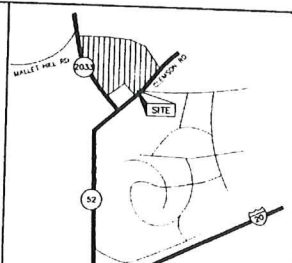
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL, FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

RUSSELL H. WRIGHT
S.C. PROFESSIONAL LAND SURVEYOR NO. 17934

NOVEMBER 9, 2001

LINE	BEARING	LENGTH
L1	S39°11'21"W	65.16
L2	N39°11'21"E	118.51
L3	S39°09'55"W	32.35
L4	N84°10'48"E	80.00
L5	S05°48'39"E	60.01
L6	S50°48'39"E	42.37
L7	S58°42'28"E	35.36
L8	N31°05'34"E	35.36
L9	N13°54'28"W	49.91
L10	N84°11'21"W	23.61
L11	N21°28'53"W	36.35
L12	N58°07'14"W	85.99

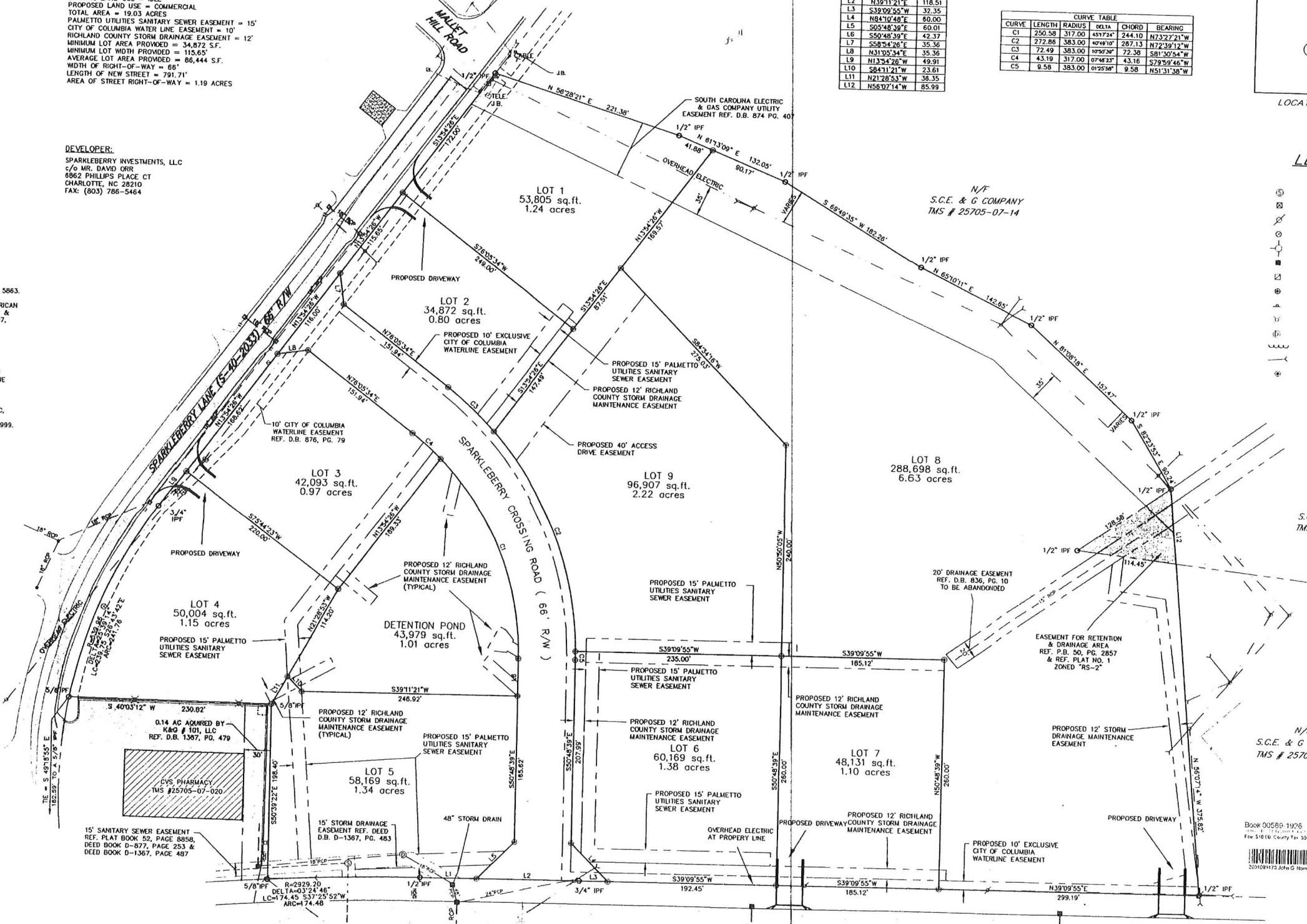
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	250.58	317.00	45°17'24"	244.10	N73°27'21"W
C2	272.86	383.00	40°49'10"	267.13	N72°39'12"W
C3	72.49	383.00	10°52'24"	72.38	S80°50'54"W
C4	43.19	317.00	07°48'23"	43.16	S79°59'46"W
C5	9.58	383.00	01°25'58"	9.58	N51°31'38"W



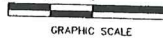
LOCATION MAP (N.T.S.)

LEGEND

- SEWER MANHOLE
- WATER METER
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- CATCH BASIN
- TELE. PED.
- GAS VALVE
- SIGN
- LIGHT POLE
- DRAINAGE MANHOLE
- TREE LINE
- GUY WIRE
- IRON PIPE SET 5/8" REBAR



Richland County, South Carolina
Approved For Recording
Date: 11/13/01 3D-02-10
CPL D. Gossline, AICP
CPL D. Gossline, AICP
CPL D. Gossline, AICP



REV. NO.	DESCRIPTION	DATE
1	ADDED PROPOSED EASEMENTS	11/9/01
2	REVISIONS	

PROJECT MANAGER
RHW

DESIGNED BY
RHW

APPROVED BY
RHW

FILE NO.
900787.DWG

DRAWING SCALE
1" = 60'

PROJECT DATE
10/10/01

PROJECT NUMBER
900787.35

PLAT DATE

WK DICKSON
Engineers
Planners
Surveyors

301 COMMERCE DRIVE, NE
COLUMBIA, S.C. 29223
(803) 766-4261

RELEASED FOR
APPROVALS
BIDDING
CONSTRUCTION
RECORD DWS.

DATE

PREPARED FOR
SPARKLEBERRY INVESTMENTS, LLC
NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

BONDED PLAT
OF
SPARKLEBERRY CROSSING



CITY COUNCIL

October 1, 2019 at 5:15pm

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

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	11/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12/03/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	11/19/19: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12/03/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre

Current Use: Vacant

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Mixed Use Corridor

Proposed Interim City Land Use: Urban Core Community Activity Center (UCAC-2)

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)

Census Tract: 26.04

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, if developed, the proposed annexation may result in an increased number of calls for services and will cost the CPD **approximately \$2,300 annually** to provide service for this property based upon current calls for service for

similar properties within the City of Columbia. If the property is not redeveloped, the effect on the number of calls for service would be negligible.

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

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of 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

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

Planning & Development Services

We recommend annexation of this property, a vacant single-parcel “donut hole” as designated in the Urban Service Area plan and otherwise surrounded by the City of Columbia. **At the current taxable value of the land, the annual real estate tax revenue generated would be approximately \$1,000.** However, **if redeveloped**, the annual real estate tax revenue is **estimated at approximately \$3,000 - \$4,000 a year** based on similar-sized commercial property in the vicinity.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

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 classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently classified as Mixed Use Corridor by Richland County.

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- 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.

Primary Types:

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

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area of the Devine Street / Fort Jackson Boulevard Commercial Node Plan (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which “is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents” (pg. 11). The plan further notes that “development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences” (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that “the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in.. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway” (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-3, -FP).

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 annex the property and assign interim future land use classification of Urban Core Community Activity Center (UCAC-2) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-43.a
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-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
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- UER-1 - Urban Edge Residential Small Lot
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- UCAC-3 Urban Core Regional Activity Center
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- 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



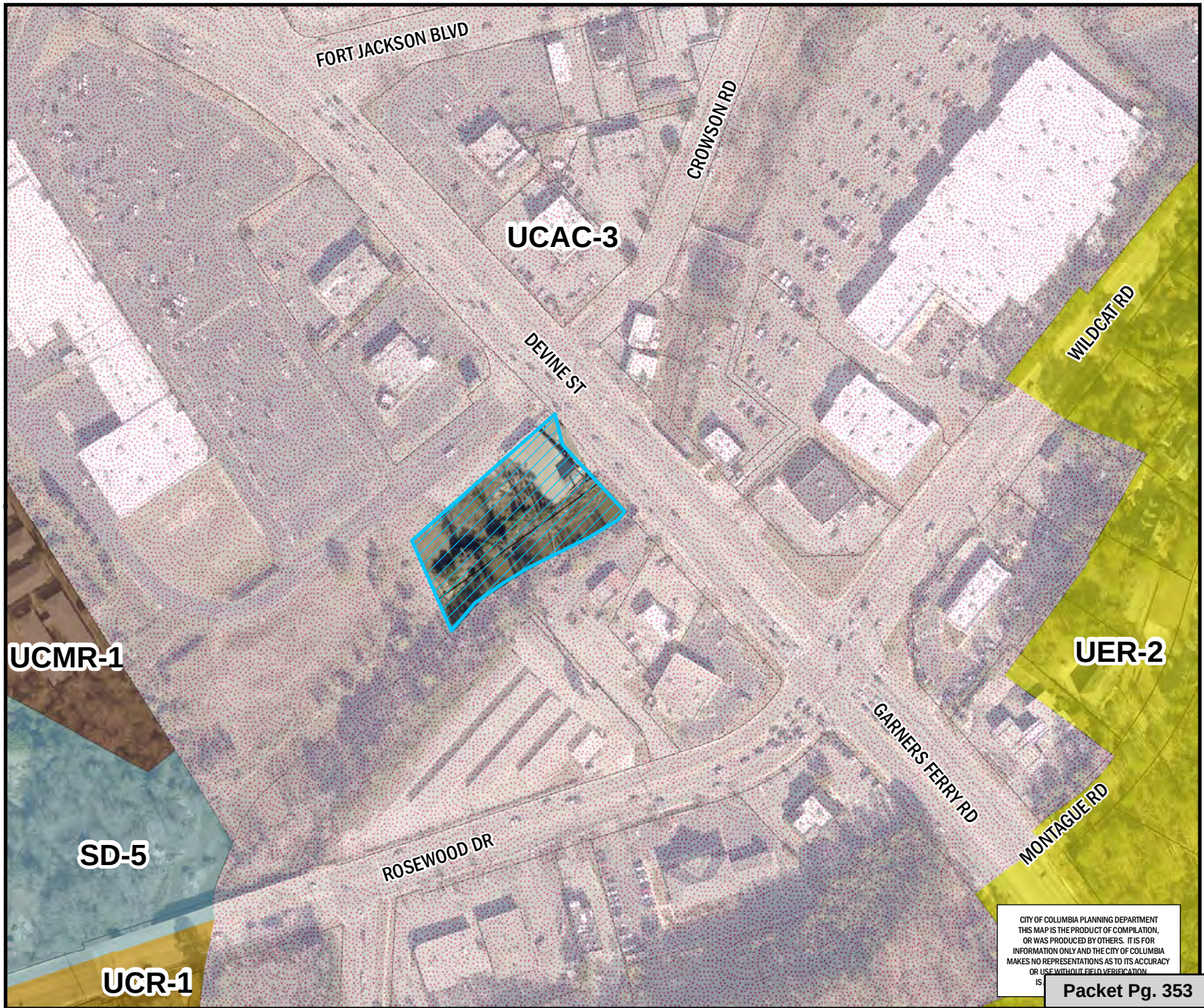
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 353

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 13843.a
Current Zoning: GC, Proposed Zoning: C-3, -FP

Legend

PARCELS

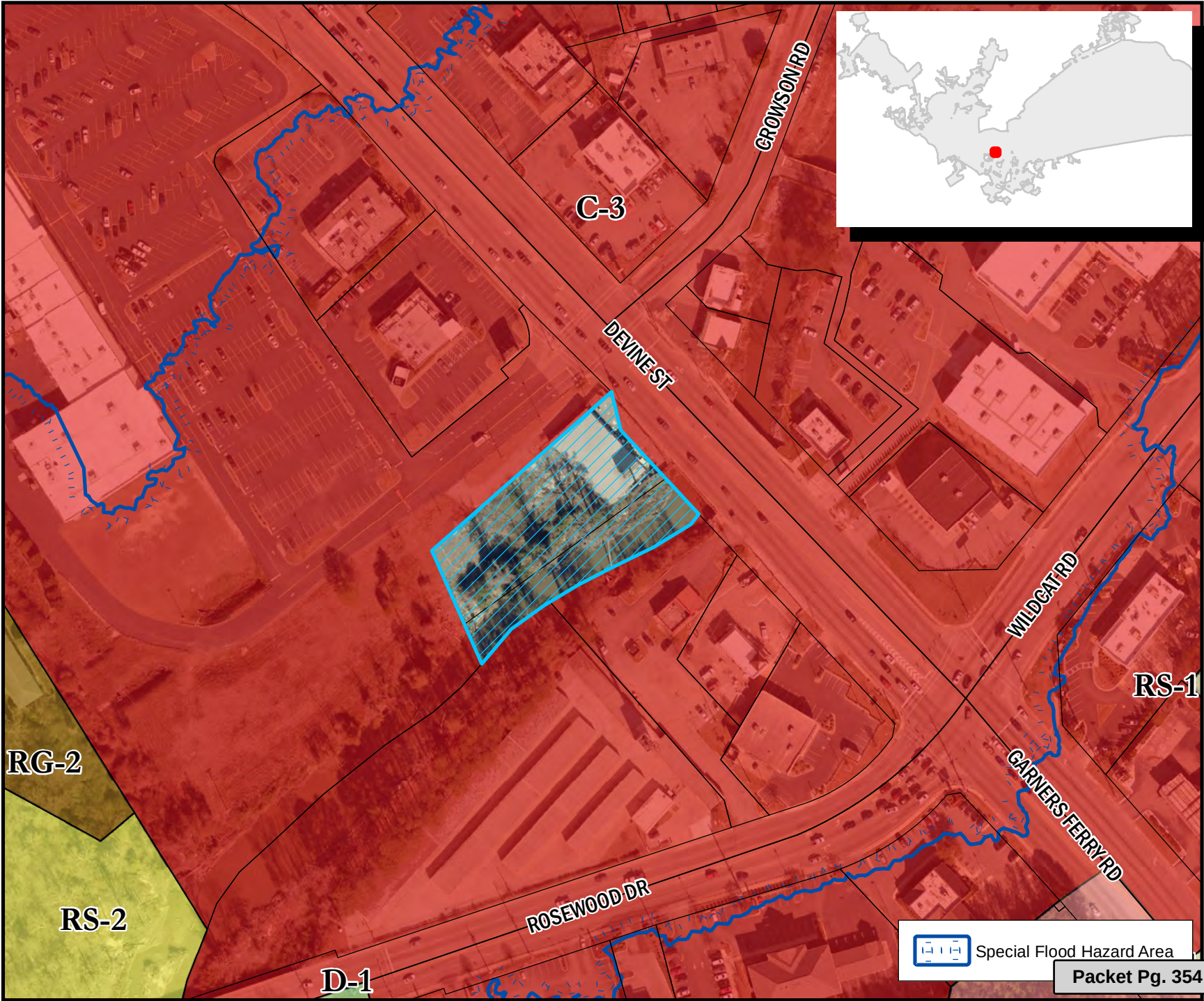
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019

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ORDINANCE NO.: 2019-076

Annexing 4624, 4628, and 4830 Devine Street, Richland County TMS #13810-03-07

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; 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 and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP), apportioned to City Council District 3, Census Tract 26.04, contains 0.77 acres, and shall be assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13810-03-07

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

Requested by:

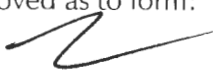
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-076

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.77 acres, and being set forth and show as Parcel A on a subdivision plat prepared for Columbia Development by Chao & Associates, Inc., dated August 19, 2019; the plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 26, 2019

RE: **Property Address:** 4624, 4628, and 4830 Devine Street
Richland County TMS#: 13810-03-07
Owner(s): Palmstar C4 Devine, LLC / CCWC Columbia I, LLC
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.04

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

Planning & Development Services staff will see to it that this matter is placed on the **September 9, 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.

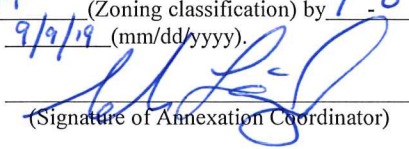
/atl

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 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: UCAC-2 (Land Use classification) by 7-0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3, -FP (Zoning classification) by 7-0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-43.b
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-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-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

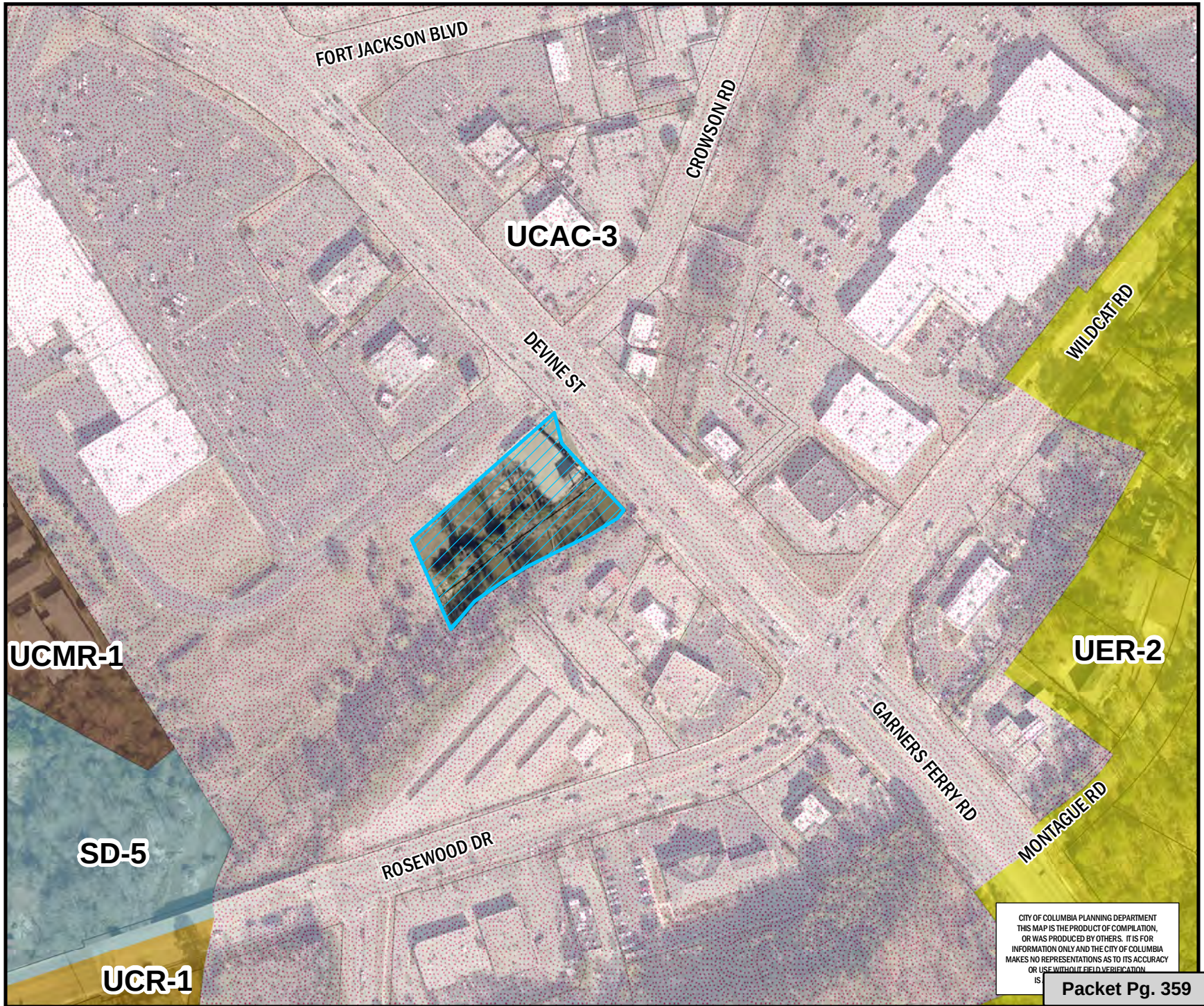


0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 27, 2019



We Are Columbia



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

Packet Pg. 359

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

4624, 4628, and 4830 Devine Street, TMS# 13843.b
Current Zoning: GC, Proposed Zoning: C-3, -FP

Department of Planning &
Development Services

Legend

PARCELS

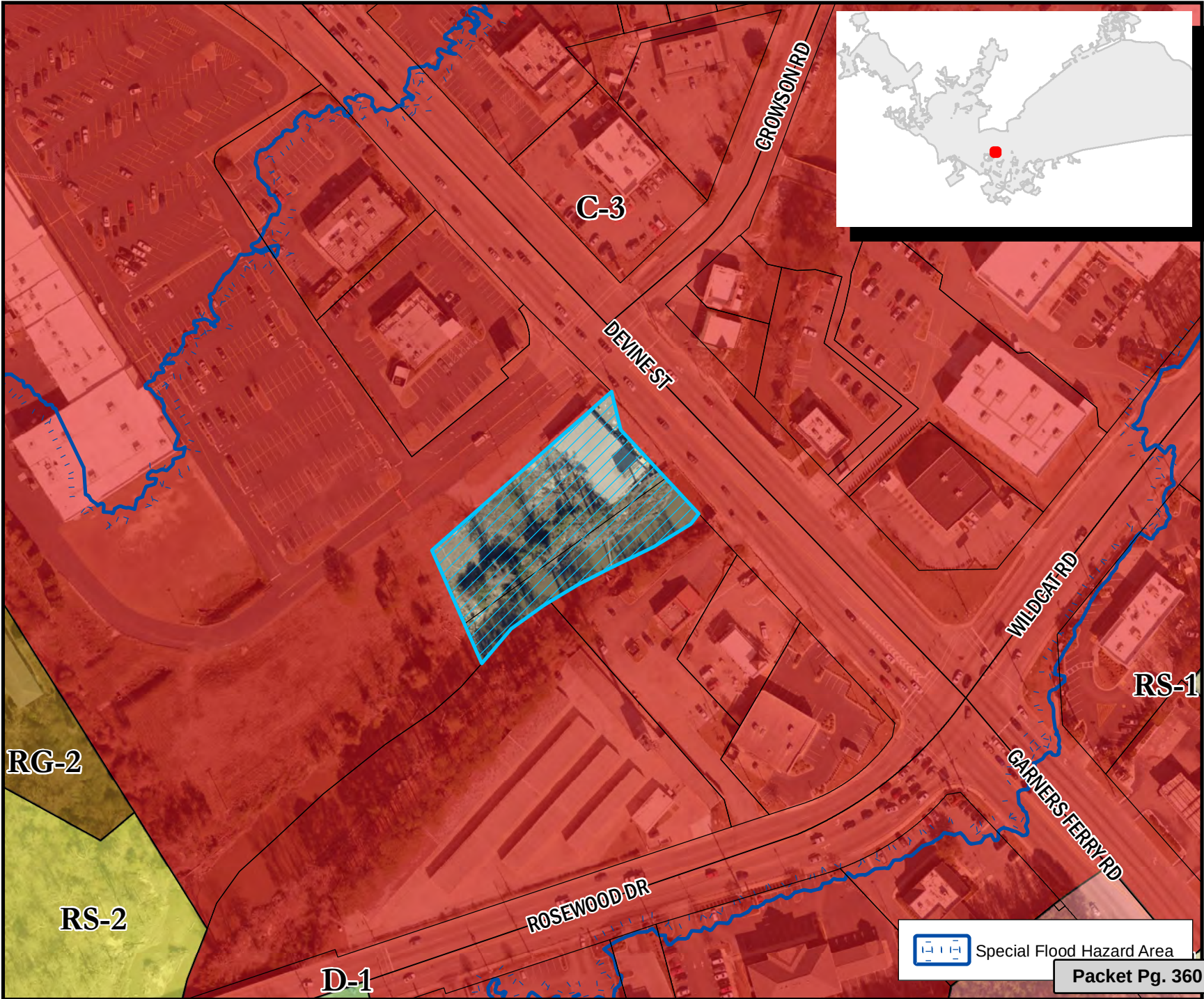
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 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.



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

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

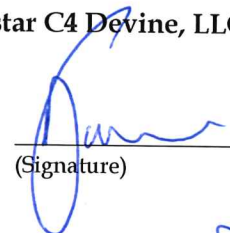
Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, containing 0.77 acres, and being set forth and shown as Parcel A on a subdivision plat prepared for Columbia Development by Chao & Associates, Inc., dated August 19, 2019; the plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 13810-03-07

Property Address: 4624, 4628, and 4830 Devine Street

Seller:

Palmstar C4 Devine, LLC

BY: 
 (Signature)

Date: 8/21/19

James R. Pagett, Jr.
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

Buyer:

CCWC Columbia 1, LLC

BY: 
 (Signature)

Date: 8-21-19

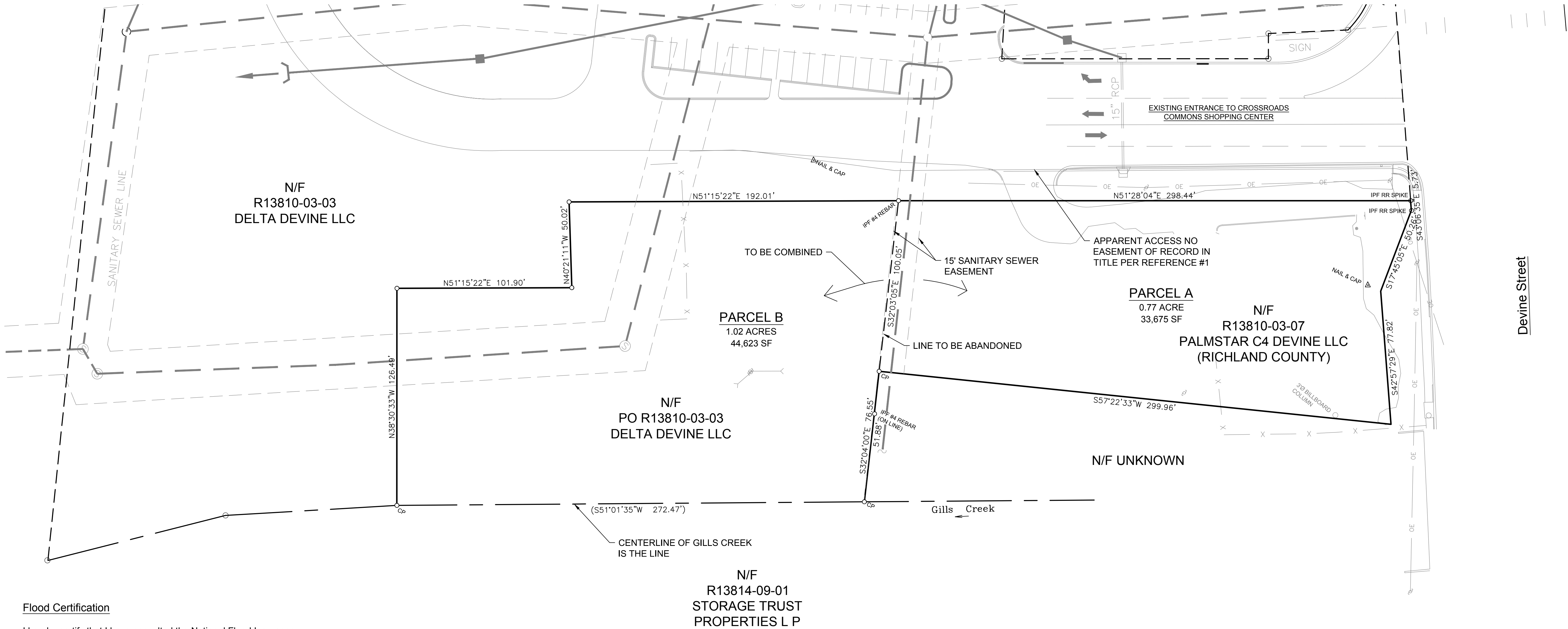
E.C. MANN IV
 (Print or Type Name)

ITS: MANAGER
 (Print or Type Title)

LEGEND			
	Fire hydrant		Curb & gutter
	Water valve		Junction box (JB)
	Water meter		Drop inlet (DI)
	Gas valve		Hood & grate inlet (H&G)
	Sanitary sewer manhole		Yard inlet (YI)
	Cleanout (CO)		Storm drain pipe
	Natural gas line		Concrete sidewalk
	Sanitary sewer line		Power pole & guy
	Water line		Light pole
	Fenceline		Electrical box
	Overhead electric		Sign
	Underground telephone		Limits of disturbance
	Underground fiber optic		
	Underground cable TV		
	Telephone pedestal		



LOCATION MAP
SCALE: NOT TO SCALE



Flood Certification

I hereby certify that I have consulted the National Flood Insurance Program, "Flood Insurance Rate Map", map number 45079C0376L, effective date: 12/21/2017. I have determined that a portion the above site lies within a designated flood hazard area.

- NOTES AND REFERENCES:
- ALTA/NSPS LAND TITLE SURVEY FOR HARBOUR RETAIL PARTNERS MANAGEMENT, LLC. PREPARED BY FANT, REICHERT & FOGLEMAN, INC. DATED 12/6/2016.
 - THE PURPOSE OF THIS PLAT IS TO SHOW THE PORTION OF THE PARENT PARCEL TO BE SUBDIVIDED (PARCEL B) AND THEN COMBINED WITH PARCEL A.



Columbia Development
1845 St Julian Place
Columbia, SC 29204
Tel: 803-454-1310



Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Subdivision Plat

Prepared For
Columbia Development
City of Columbia, SC

Drawn: DRAWN Checked: CHECKED

Revised:

Project No.: PROJ_NUM
File: Subdivide.dwg

1 of 1

Sheet Number
August 19, 2019
Date