



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

The Columbia City Council will conduct a Meeting on Tuesday, January 19, 2021 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9907**. For additional meeting information visit www.columbiacitysc.igq2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the January 5, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. 2021 Federal Legislative Update - Mr. Ralph Garboushian, Capital Edge, LLC
4. 2021 State Legislative Update - Mr. Kyle Michel, Esq., Michel Law Firm
5. Fiscal Year 2020/2021 Hospitality Tax Program Update - Ms. Missy Caughman, Budget and Program Management Director



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 19, 2021**

CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve the Purchase of a Light Structure System with Total Light Control for the Colony/North Pointe All-Star Ballfield, as requested by the Parks and Recreation Department. Award to MUSCO Lighting, using the Sourcewell Cooperative Contract in the amount of \$169,700.00. This vendor is located in Oskaloosa, IA.

Funding Source: State Parks and Recreation Department (PARC) Grant \$128,000.00 and General Capital Projects, Colony/North Pointe - Ballfield Light, Capital Project Costs (4039999-PK003802-658650) \$41,700.00. The original budget amount is \$169,700.00.

7. Council is asked to approve the Renewal of IFAS Software Maintenance Support Services, as requested by the Budget and Program Management Office. Award to CentralSquare Technologies, LLC in the amount of \$209,785.15. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$225,000.00.

8. Council is asked to approve the Purchase of a Backhoe for the Street Division, as requested by Fleet Services. Award to Blanchard Machinery, using the Sourcewell Cooperative Contract in the amount of \$110,242.00. This vendor is located in West Columbia, SC.

Funding Source: Streets - Storm Drains - Auto, Trucks, Heavy Equipment- Capital (5534203-658500). The original budget amount is \$110,242.00.

9. Council is asked to approve the Purchase of a Pothole Patcher for the Street Division, as requested by Fleet Services. Award to Public Works Equipment, using the NC Sheriff's Association Cooperative Contract in the amount of \$189,037.20. This vendor is located in Monroe, NC.

Funding Source: Streets - Water and Sewer Repair - Auto, Trucks, Heavy Equipment- Capital (5513202-658500). The original budget amount is \$200,000.00.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 19, 2021**

10. Council is asked to approve Contract Amendment #2 for Project SS7478; Rocky Branch Sewer System Evaluation Study Phase II, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$94,000.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects; Capital Project Costs (5529999-SS747801-658650). The original budget amount was \$1,097,642.00. The budget amount for this amendment is \$94,000.00. The total revised budget amount is \$1,191,642.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide sewer assessment results, preliminary design report, and rehabilitation implementation services at 56.07% (\$668,187.00) of the revised total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at 22.26% (265,185.00) of the revised total contract amount.

The following sub-consultant will provide additional services:

Hydrostructures of Cayce, SC, will provide sewer assessment services at 21.67% (\$258,270.00) of the revised total contract amount.

11. Council is asked to approve an Agreement for Project SS7581; Wastewater Collection System Manhole Survey for an initial term of five months with the option to renew for one additional one-year period, as requested by Columbia Water. Award to Vaughn & Melton Consulting Engineers, Inc. in the amount of \$424,975.00. The firm is located in Charleston, SC.

Funding Source: Engineering Wastewater System Improvement Special Contracts Water/Sewer, Stormwater (5516221-SS758101-638305). The original budget amount is \$424,975.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) Project. The CDBE goal placed on this project was 12.00% and was met at 12.00% (\$50,997.00) of the total contract amount. Vaughn & Melton Consulting Engineers, Inc. of Charleston, SC, will provide technical engineering support for surveying and mapping services at 88.00% (\$373,978.00) of the total contract amount.

The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise and CDBE of Columbia, SC, will provide survey and traffic control services at 4.00% (\$16,999.00) of the total contract amount.

Construction Support Services, a Minority Business Enterprise (W) and CDBE of Hopkins, SC, will provide survey and traffic control services at 8.00% (\$33,998.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

12. Council is asked to approve an Agreement for Project SS7589; Broad River Force Main Replacement and Gravity Sewer Capacity Improvements for an initial term of three years with the option to renew for two additional one-year periods, as requested by Columbia Water. Award to Stantec Consulting Services, Inc. in the amount of \$1,893,943.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS758901-658650). The original budget amount is \$1,893,943.00.

This is a Mentor Protégé Program Project. Stantec Consulting Services, Inc. is the mentor and will provide overall project management, design, permitting and construction administration services at 72.41% (\$1,371,429.00) of the total contract amount. Chao & Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide surveying and construction inspection services at 20.00% (\$378,789.00) of the total contract amount.

The following sub-consultants will provide additional services:

Capstone Civil Group, Inc., a Minority Business Enterprise of Charlotte, NC, will provide geotechnical exploration services at 2.71% (\$51,425.00) of the total contract amount.

PICA Corp of New Orleans, LA, will provide force main condition assessment services 3.91% (\$74,000.00) of the total contract amount.

McClam and Associates of Little Mountain, SC, will provide civil grading services 0.97% (\$18,300.00) of the total contract amount.

13. Council is asked to approve a Contract for Project SS6966; Sanitary Sewer Pipe Rehabilitation, as requested by Columbia Water. Award to McClam & Associates, Inc., in an amount not to exceed \$6,132,745.00. This firm is located in Little Mountain, SC.

Funding Source: Water & Sewer Capital Projects, Capital Project Costs (5529999-SS696620-658650). The original budget amount is \$8,458,371.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) project. McClam & Associates, Inc. is the prime contractor and will be performing pipeline rehabilitation services at 37.30% (\$2,288,414.10) of the total contract amount.

The following sub-contractors will provide additional services:

BC Cannon Company, Inc., a Minority Business Enterprise (W) of Greenville, SC, will provide traffic control services at 2.58% (\$158,800.00) of the total contract amount.

BLD Services, LLC of Kenner, LA, will provide lateral CIPP, cleanouts, and lateral CCTV services at 13.98% (\$857,500.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

Donald J. Smith, Inc. of Orangeburg, SC, will provide survey and GIS services at 0.05% (\$3,500.00) of the total contract amount.

Pipe Pros of Fort Mill, SC, will provide CCTV and cleaning services at 10.30% (\$628,625.00) of the total contract amount.

LA Barrier & Son, Inc., a CDBE of Lexington, SC, will provide hauling and stone services at 1.43% (\$88,405.90) of the total contract amount.

Sloan Construction Company, Inc. of Duncan, SC, will provide asphalt mill and resurfacing services at 0.44% (\$27,100.00) of the total contract amount.

AM Liner East, Inc. of Berryville, VA, will provide CIPP services at 33.92% (\$2,080,400.00) of the total contract amount.

PUBLIC HEARING & FIRST READING FOR ZONING/PLANNING MATTERS

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for ±0.47-acre portion of 680 Candi Lane; TMS# 07208-03-06(p)

Ordinance No: 2021-004 Annexing and incorporating 0.47-acre portion of 680 Candi Lane, Richland County TMS #07208-03-06(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.

Applicant: Saluda River Partners

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.509-acre S/S Candi Lane; TMS# 07208-03-02

Resolution No.: R-2021-002 Annexing 0.509-acre S/S Candi Lane, Richland County TMS #07208-03-02

Ordinance No.: 2021-004 Annexing and Incorporating 0.509-acre S/S Candi Lane, Richland County TMS #07208-03-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

Council District: 2

Proposal: Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.

Applicant: Richland County

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (7-0)

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 103.07-acres B/S Circlevue Road and 21.90-acres W/S Circlevue Road; TMS # 09203-01-01 and 07415-02-02

Ordinance No.: 2021-006 Annexing and incorporating 103.07-acres B/S Circlevue Road and 21.90-acres Circlevue Road, Richland County TMS# 09203-01-01 and 07415-02-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:1

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S), and assign zoning of General Residential District (RG-2) with a portion within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RU and RS-HD by Richland County.

Applicant: Rountree Family Limited Partnership/Broad River Communities, LLC

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (8-0)

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for multiple University of South Carolina properties on East Broadway, Poe, South Evans, Sumter, and South Assembly Streets

Ordinance No.: 2021-007 Annexing and incorporating 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street; TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

Council District: 2

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (8-0)

18. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 1135 Performance Parkway, TMS# 14500-02-24

Ordinance No.: 2021-003 Amending the Columbia Compass: Envision 2036 Map to amend land use classification for 1135 Performance Parkway, TMS# 14500-02-24

City Council District: 1

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the parcel from Industrial (IND) to Employment Campus (EC).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

19. ZONING MAP AMENDMENT for 2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street, TMS# 11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10

Council District: 2

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

Applicant: Anna M Davis, Second Nazareth Baptist Church

Staff Recommendation: Approval



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 19, 2021

PC Recommendation: 12/07/2020; Approval (7-0)

20. **UNIFIED DEVELOPMENT ORDINANCE - Adoption of new City of Columbia Zoning Map**

Ordinance No.: 2021-001 Adopting the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Council Districts: 1,2,3,4

Proposal: Repeal current City of Columbia Zoning Map and adopt new City of Columbia Zoning Map to take effect on March 31, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

RESOLUTIONS

21. Resolution No.: R-2021-005 Authorizing the City Manager to execute a First Amendment to the Venue License Agreement between Hardball Capital, LLC and the City of Columbia

APPOINTMENTS

22. Historic Columbia Foundation

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

Canal Recovery Efforts

Landmark District Designation



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 19, 2021**

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

*Venue License Agreement
Saluda River Greenway*

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 5, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, January 5, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda, subject to adding Zoning Matters to **Item 17** and deferring **Item 18** under Executive Session.

APPROVAL OF MINUTES

1. Council is asked to approve the December 1 and 15, 2020 Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the December 1 and 15, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we are in a difficult and dangerous time in the pandemic but we have hope as the vaccine is becoming distributed across the country. The City Manager and I have engaged in conversations with the state epidemiologist and also some of our hospital officials. As they work their way through the phases of the vaccine delivery, we want to do everything we can from a city's perspective in making sure that we see an efficient and effective delivery of the vaccine to our citizens and anyone in the metropolitan area. We need to continue to spread the importance of the vaccine and seek a fair and equitable distribution of the vaccine.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

Ms. Teresa Wilson, City Manager said we are observing that there needs to be a role in encouraging our citizenry to be ready when it's their turn to take the vaccine. The issue is the capacity to administer the vaccine to our frontline staff. We are thankful that our fire fighters are in the queue but there is anxiety around law enforcement being able to get the vaccine immediately. The surgeon general said that the directives with the phased approach are guidelines. As you enter a phase, the state can determine to move simultaneously into another phase depending on the needs of the population. We are ready for our frontline staff to be vaccinated but we have to be authorized to allow them to get the vaccine.

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

Mr. Harry Tinsley, Emergency Management Director said as of January 4, 2021 the U.S. had over 20 million confirmed cases and 350,000 deaths due to COVID-19. In South Carolina, the confirmed case count as of today stands at over 302,003 with over 3.8 million tests administered. The case count for today is 2,885 with a 30.7% positivity rate. Unfortunately, there were 12 additional confirmed deaths which brings the state's total to 5,068. In Richland County, the case count stands at 25,208. Over the last 14-day reporting period from December 20, 2020 to January 2, 2021, Richland County averaged about 2,700 new cases and one additional death bringing the total count to 322. The zip code with the highest case count over the last 14-days is 29229 with 369 cases. As of December 30, 2020, all 46 counties in the state have a high recent disease activity rate. As of January 2, 2021, the state recovery rate is estimated at 89.1% and the state case fatality rate is estimated at 1.79%. We are averaging about 2,500 cases per day with a statewide positivity test rate of 22.3%. Hospitalizations remain high with a bed utilization rate of 80.49% and ICU bed utilization rate of 79.88%. The state's current patient hospitalizations due to COVID-19 is 2,344 with 447 in ICU and 241 on ventilators. As far as vaccinations, we have uploaded medical personnel and fire fighters in phase 1A and our police officers have been uploaded and standing in queue for phase 1B. We are monitoring the phases and getting our folks ready for the upcoming phases. Once you get an individual uploaded into the vaccine administration management system it generates an email to that individual to schedule an appointment. These phases will most likely run concurrent as they roll out. We are hoping to initiate that in the near future.

3. Midlands Business Leadership Group Governmental Cooperation Initiative - Mr. James Bennett, MBLG and Mr. Will Schenk, EngenuitySC

Mr. James Bennett, MBLG representative said our goal with this cooperative initiative is to help build stronger relationships between local elected officials. Our approach developed with the input of elected officials from the City of Columbia, Lexington County, Richland County, City of Cayce, City of West Columbia, and Town of Springdale. Our focus is on beautifying prominent gateways to our region using a uniform design that will be low maintenance, durable, and attractive all year



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

long. There are eight gateways and we are starting with Highway 302, which is the entrance to the airport. The second gateway is on I-77 at the Forest Drive exit. The other significant gateway to the City of Columbia is the intersection of I-20 and 277. All eight gateways are distributed equally through City of Columbia, Richland County, and Lexington County. We have been able to work with a landscape architect to develop a replica of the landscaping that reflects the vibrancy of our region. We brought this project to each Council for a preliminary endorsement and we have begun working with the Central Midlands Council of Governments to draft an Intergovernmental Agreement (IGA) for this ongoing project. We will work together to ensure that the IGA clearly outlines the roles and responsibilities for all of the participating entities. The Central Midlands Council of Governments will oversee the procurement process and make sure we are following protocols and guidelines guided by the representatives of each government. The Midlands Business Leadership Group (MBLG) will take the lead on fundraising and initial construction dollars on a project by project basis. Although MBLG took on the responsibility of raising the funds for construction, Lexington County made an upfront commitment of \$500,000 towards the Highway 302 project. We have identified members of the fundraising community as part of the business community that will kick-off a fundraising effort in the month of January. The Central Midlands Council of Governments will also oversee construction and maintenance contracts. Maintenance costs will be shared between all participating governments.

Mrs. Teresa Wilson, City Manager asked about the process of the Central Midlands Council of Governments in drafting the IGA.

Mr. Will Schenk, EngenuitySC representative said the process is coming along nicely. We are planning to pull together a group within the next couple of weeks to do an in-depth review of the latest draft of that IGA. That will give us a chance to hash out some of the things we are still working through, including exactly what that cost sharing plan is going to look like and hear your feedback on the maintenance contracts.

Mayor Benjamin said this is indicative of a great public-private partnership. We need to recognize Lexington County's significant investment in the first project being the gateway from the airport. This is important to the health and economic vitality of the entire region. We wanted to make sure we had some general consensus as to what our long-term responsibilities would be.

Mrs. Teresa Wilson, City Manager said we are in the initial phase in working with the Central Midlands Council of Governments to lay down those responsibilities. We want to make sure that depending on which project, the City's procurement regulations are followed. I have discussed minority participation and other requirements we would like to see when it comes to projects in the City and how they are led.

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

CONSENT AGENDA ITEMS 4 THROUGH 12

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve **Consent Agenda Items 4 through 12**.

4. Council is asked to approve the renewal of Cityworks Software and License Support for the term of 1/15/2021 through 1/14/2022, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of \$100,000.00. This vendor is located in Sandy, UT. - *Approved*

Funding Source: Public Works Administration - Computer Equipment, Hardware, & Peripherals (1011124-627500) \$1,990.00; Public Works Administration - Maintenance & Service Contract (1011124-638200) \$5,000.00; Forestry Horticulture - Maintenance and Service Contract (1011217-638200) \$7,500.00; Streets & Sidewalks - Maintenance and Service Contract (1013201-638200) \$2,000.00; Traffic Operations - Maintenance and Service Contract (1013204-638200) \$3,000.00; Street Storm Drain - Maintenance and Service Contract (5534203-638200) \$1,500.00; Street - Water & Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$2,000.00; Customer Service - Special Contracts (5511407-638300) \$3,000.00; Meter Reading - Maintenance and Service Contract (5516202-638200) \$15,000.00; Utilities Wastewater Maintenance -Software License (5516205-627510) \$49,010.00; Solid Waste Street Sweeping - Maintenance and Service Contract (5534408-638200) \$10,000.00. The original budget amount is \$100,000.00.

Councilor Brennan requested an update on the Cityworks Software during the spring time to see how efficient it is in making the City's infrastructure better.

5. Council is asked to approve an Economic Development Grant Agreement for an Office Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to First Reliance Bank in an amount not to exceed \$200,000.00. This firm is located in Florence, SC. - *Approved*

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$200,000.00.

6. Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$1,133,814.12. This firm is located in Columbia, SC. - *Approved*

Funding Source: Employee Health Center - Medical Services (6048920-636900) \$953,814.12; Employee Health Center - Drug and Medical Supplies (6048920-624900) \$75,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) \$60,000.00; Employee Health Center - Coronavirus Services (6048920-638412) \$45,000.00. The original budget amount is \$1,133,814.12.

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

7. Council is asked to approve Change Order #1 for the purchase of Blended Phosphate for Corrosion Control at the Columbia Canal Water Treatment Plant, as requested by Columbia Water. Award to Carus, LLC in the amount of \$50,000.00. This vendor is located in Peru, IL. - *Approved*

Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800). The original budget amount is \$106,210.00.

8. Council is asked to approve Contract Amendment #2 for Water and Sewer Rate Study Services, as requested by Columbia Water. Award to Black and Veatch Management Consulting, LLC as a sole source in the amount of \$111,420.00. This firm is located in Kansas City, MO with services provided from Orlando, FL. - *Approved*

Funding Source: Utilities and Engineering Administration/Professional Services (5511109-636600). The original budget amount was \$118,125.00. The budget amount for this amendment is \$111,420.00. The total revised budget amount is \$229,545.00.

9. Council is asked to approve a Contract for Project WM4514; New Water Main along Beacon Hill Road and Beacon Hill Court, as requested by Columbia Water. Award to DS Utilities, Inc. in an amount not to exceed \$268,696.80, which includes contingency. This firm is located in Little Mountain, SC. - *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM451401-658650). The original budget amount is \$399,656.00.

This is a Mentor Protégé Program project. DS Utilities, Inc., a Local Business Enterprise of Little Mountain, SC is the Mentor and will be providing equipment and personnel services at 11.44% (\$25,615.76) of the total contract amount. Patriot Construction, Inc., of Columbia, SC is the Protégé and will be providing pipe installation services at 88.56% (\$198,298.24) of the total contract amount.

10. Council is asked to approve an Agreement for Project SS7582; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Hydrostructures in the amount of \$424,750.00. The firm is located in Cayce, SC. - *Approved*

Funding Source: Engineering Wastewater System Improvement Special Contracts Water/Sewer, Stormwater (5516221-SS758201-638305). The original budget amount is \$424,750.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) Project. The CDBE goal placed on this project was 12.00% and was met at 12.05% (\$51,200.00) of the total contract amount. Hydrostructures of Cayce, SC will provide technical engineering support for surveying and mapping services at 87.95% (\$373,550.00) of the total contract amount.

The following sub-consultants will provide additional services:

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 5, 2021

DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide manhole inspection services at 4.99% (\$21,200.00) of the total contract amount.

Construction Support Services, a Minority Business Enterprise of Hopkins, SC, will provide surveying services at 7.06% (\$30,000.00) of the total contract amount.

11. Council is asked to approve Contract Amendment #7 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$645,742.00. This firm is located in Perry, GA. - *Approved*

Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$250,000.00 and Utilities Lake Murray Plant (5516207-WM432601-638305) \$395,742.00. The original budget amount was \$2,104,970.00. The budget amount for this amendment is \$645,742.00. The total revised budget amount is \$2,750,712.00.

Utility Service Company, Inc. is the prime and will provide renovation, painting, and preventative maintenance services for the City's water storage facilities at 73.82% (\$2,030,712.00) of the revised total contract amount.

The following subcontractors will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at 8.73% (\$240,000.00) of the revised total contract amount.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 13.09% (\$360,000.00) of the revised total contract amount.

Nordic Tank & Tower, Inc. of Menahga, MN will provide blast/paint labor services at 4.36% (\$120,000.00) of the revised total contract amount.

12. Ordinance No.: 2020-108 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Cross, Richland County TMS # 25600-04-17 and 25600-04-19) - *First reading approval was given on December 15, 2020 – Approved on second reading.*

APPOINTMENTS

13. Climate Protection Action Committee - *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to appoint Tamera Warren to the Climate Protection Action Committee for a three-year term.

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

14. Planning Commission - *Approved*

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to appoint Raquel Thomas to the Planning Commission for a three-year term.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

15. Council is asked to refer an update from the Climate Protection Action Committee (CPAC) and Review of Bylaw Revisions to the Environment and Infrastructure Committee, as requested by Administration. - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to refer an update from the Climate Protection Action Committee (CPAC) and Review of Bylaw Revisions to the Environment and Infrastructure Committee, as requested by Administration.

16. Council is asked to refer a Dominion LED Lighting Presentation to the Environment and Infrastructure Committee, as requested by Administration. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to refer a Dominion LED Lighting Presentation to the Environment and Infrastructure Committee, as requested by Administration.

- Administrative Policy Committee Report by Councilor McDowell: The committee met on December 17, 2020 referencing the renaming of the park at Bull Street. There is a follow-up meeting on January 14, 2021 at 2 p.m. We have invited Dr. Bobby Donaldson, the Hughes Corporation, and Robin Waites. Assistant City Manager Simons presented information on the progress of the park. We did look into an African American figure as a name for the park because of their resiliency and employment on Bull Street.
- Affordable Task Force Report by Councilor Devine: The task force is working on a presentation on what is the current deficit of affordable housing in the Midlands to be presented to Council. Session two of the *Color of Law* discussion is this Thursday night at 6 p.m. We will be discussing the effects that we see today from redlining. Registration is still available.
- Economic Development Committee Report by Councilor Davis: The committee met on December 17, 2020. The Deloitte Group gave a brief update on where they stand. According to the presentation, the City has been doing good in manufacturing and in the kinds of businesses we have been attracting. We need to look into workforce development, incentives,



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 5, 2021

education, and marketing to further promote the area and continue to prepare Columbia for the knowledge economy.

PUBLIC INPUT

Mr. Ken Walker, Columbia Business Owner said I want to introduce my app called MetroU. MetroU is a new form of AR technology. Each City has its own history, artistic treasures, and traditions that make it unique and these rarities can be understood by living in the City but not as much as a tourist. MetroU brings the city to life and my goal is to make the City of Columbia the very first smart city. If you wave the app over a certain name it will bring up a video that will show a brief history of said person, give you recommendations of sites to visit, and give you the city's website for more information. The app takes everything that you normally do and brings it to life. I have three projects that have been augmented downtown like the COLA sign on Assembly Street. It now comes to life when you wave the app to it. The app engages people with ordinary things but makes it more extraordinary.

Voice Message from Ms. Diane Wiley, Belvedere Neighborhood President said I'm calling in reference to the zoning meeting on the 19th of January. There are a lot of elderly people who cannot get on Zoom. I need to talk to somebody in person. We need to cancel this meeting because we are not having meetings in our neighborhoods right now. We have many issues we would like to discuss. I am getting in contact with everybody in other neighborhoods because they don't know what to do to speak to Council.

Voice Message from Ms. Mary Williams Parker, Lyon Community resident said how can you have a meeting and we are not able to talk to anyone. I am not able to say anything. I can only listen to what is being said. I don't know how the meeting works. I'm very disappointed.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 3:41 p.m. for the discussion of **Items 17 and 19**, as amended to add Zoning Matters to **Item 17**.

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

*COVID-19
Columbia Water Collections*

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 5, 2021**

18. Discussion of negotiations incident to proposed contractual arrangements pursuant to SC Code §30-4-70(a)(2) - *Deferred*

Venue License Agreement

19. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

*Absolute Total Care
Williams Street Project*

ADJOURNMENT

Council adjourned the meeting at 5:57 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_01_05_2021 (6430 : Approval of Minutes)



CITY OF COLUMBIA FEDERAL LEGISLATIVE UPDATE

CapitalEdge
January 19, 2021





A successful 30-year track record....

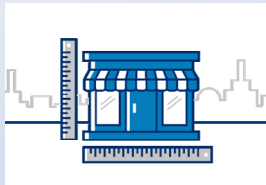
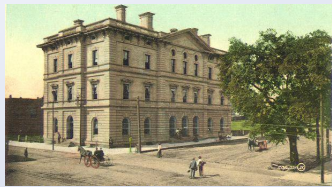
- i Solely represent local governments and their agencies
- i Recognized throughout Washington for expertise on municipal issues
- i Strong knowledge of local governments, of their needs, and of their prospects for federal assistance

We are proud to work for Columbia and provide the City with comprehensive Washington representation:

- i Advocacy
- i Federal funding and grant opportunities
- i Detailed and timely analysis of all legislative and regulatory issues that impact the City
- i Rapid response to inquiries from the City and the congressional delegation
- i Seamless City official visits to Washington
- i Lobbying the lobbyists (USCM, NLC, etc.)

ACCOMPLISHMENTS – 116TH CONGRESS

CARES Act



- Over \$2m directly to the City; millions more to City partners
- Provided the City with detailed information about all other CARES Act funding opportunities (competitive and state-administered)

ACCOMPLISHMENTS – 116TH CONGRESS

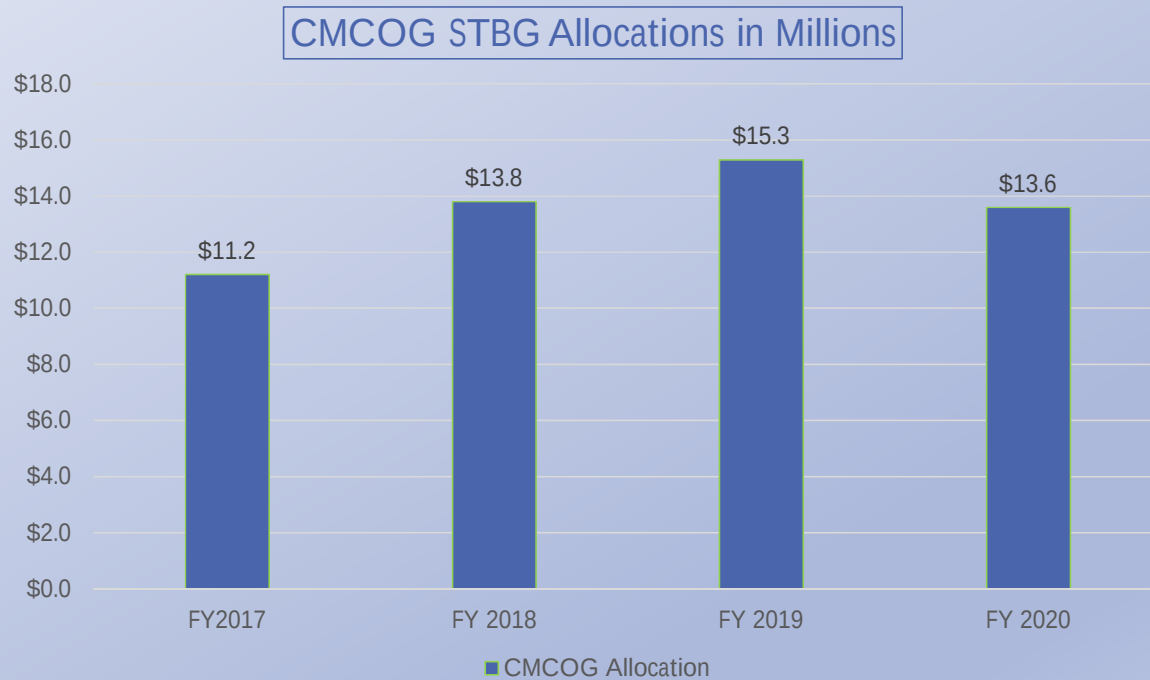
Columbia Canal
i (Hard fought) \$42
million from FEMA



4

ACCOMPLISHMENTS – 116TH CONGRESS

Localized surface transportation funds = increased \$ for Columbia



ACCOMPLISHMENTS – 116TH CONGRESS



Energy Efficiency and Conservation Block Grant

- ¡ House-passed, setting the stage for enactment in the 117th Congress
- ¡ Direct annual allocation to Columbia = \$1.4 million

ACCOMPLISHMENTS – 116TH CONGRESS



Volunteer firefighter tax credit made permanent (CFD priority)



Increased or maintained funding for core local government programs



Great American Outdoors Act – Increased & Guaranteed State & Local Funding

117TH CONGRESS – PREVIEW

First 100 Days:

- ; Pandemic relief – including fiscal assistance

Then:

- ; Surface transportation / Infrastructure
- ; Climate change/Energy/Environment
- ; FY 2022 appropriations
- ; Regulatory rollercoaster

117TH CONGRESS – PRIORITIES

- ¡ Fiscal assistance and stimulus
- ¡ Infrastructure – **Localize the \$!!!**
 1. Community Development Block Grant
 2. Energy Efficiency & Conservation Block Grant
 3. Surface Transportation Block Grant



QUESTIONS & COMMENTS



Ralph Garboushian

CapitalEdge
1212 Avenue NW – Suite 250
Washington DC 20005
<http://www.capitaledge.com>



Debra Dehaney-Howard



Funding for Federal Programs (In Millions of Dollars)

<http://www.capitaledge.com>

Table of Contents

Agriculture -----3

Commerce -----4

Education & Related Agencies -----5

Energy & Water Resources -----6

Environmental Protection Agency-----7

Health & Human Services -----8

Homeland Security-----9

Housing & Urban Development-----10-11

Interior & Related Agencies-----12

Justice -----13

Labor -----14

Transportation -----15-16

Agriculture

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Child & Adult Care Food Program	3,836	4,101	4,015	4,015	4,015
School Breakfast Program	4,831	5,039	5,039	5,039	5,039
School Lunch Program	12,507	13,938	13,540	13,540	13,540
Summer Food Service Program	526	552	552	552	552
SNAP	67,886	68,281	68,277	68,323	114,036
WIC	6,000	5,451	5,750	6,000	6,000

Commerce

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Economic Development Administration Grants	293	32 ¹	314	293	306
- Public Works Grants	119	0	122	119	120
- Planning	33	0	33	34	34
- Technical Assistance	10	0	10	10	10
- Trade Adjustment	13	0	14	13	14
- Economic Adjustment	37	0	40	37	38
- Regional Innovation	33	0	35	39	38
- Assistance to Coal Comm	30	0	37	30	34
- Assistance to Nuclear Closure Comm	15	0	18	15	17
- STEM Apprenticeship	2	0	5	2	2

¹ The President's Budget proposes the closure of EDA and requests \$32 million for administration of previously awarded grants and the orderly closeout of the agency.

Education & Related Agencies

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Corporation for National & Community Service	1,104	30 ¹	1,200	1,154	1,121
Institute of Museum & Library Services	252	23 ²	257	257	257
- Library Grants to States	167				169
- Library Leadership Grants	13				13
- L Bush 21 st Century Librarian	10				10
- Museum Grants	53				60
Nita M. Lowey 21 st Century Learning Centers	1,250	0	1,300	1,250	1,260

¹ The President's Budget proposes the closure of CNCS and requests \$30 million for administration of previously awarded grants and the orderly closeout of the agency.

² The President's Budget proposes the closure of IMLS and requests \$23 million for administration of previously awarded grants and the orderly closeout of the agency.

Energy & Water Resources

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Bureau of Reclamation Title XVI	64	3	64	64	64
Bureau of Reclamation - WaterSMART	55	8	60	55	55
Corps of Engineers - Construction	2,681	2,220	2,620	2,661	2,693
Corps of Engineers - Investigations	151	103	151	151	153
Corps of Engineers – O&M	3,790	1,996	3,838	3,781	3,850
Title 17 Loans	32	0	29	0	32
Weatherization & Intergovernmental Programs	309	0	310	373	310
WIFIA (Corps of Engineers)	0	0	0	25 ¹	14

¹ \$2.2 million of the appropriation is for program development and \$21 million is for loan support.

Environmental Protection Agency

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Brownfields	90	90	90	89	91
Clean Water SRLF	1,639	1,120	1,639	1,639	1,639
Diesel Emission Reduction Grants	87	10	90	87	90
Drinking Water SRLF	1,126	863	1,126	1,126	1,126
WIFIA (EPA)	60 ¹	25 ²	71	60	65

¹ The appropriation can support up to \$11.5 billion in loans.

² The request could support up to \$2 billion in loans.

Health & Human Services

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Aging Services Programs	2,250	2,126	2,307	2,263	2,286
CDC Immunization	803	830	840	830	821
CDC Public Health & Emergency Preparedness (State & Local)	675	675	700	705	695
Child Care Block Grant	5,826	5,826	5,926	5,876	5,911
Community Health Centers	5,626	5,729	5,651	5,713	5,682
Community Services Block Grant	770	0	780	740	745
Community Service Employment for Older Americans	405	0	410	305	405
Head Start	10,613	10,613	10,763	10,713	10,748
Healthy Start	126	126	131	126	128
LIHEAP	3,740	0	3,765	3,740	3,750
Maternal & Child Health Block Grant	688	761	713	708	713
Refugee & Entrant Assistance	1,908	2,456	1,911	1,833	1,910
Runaway & Homeless Youth	113	113	120	114	117
Ryan White AIDS Program	2,389	2,484	2,414	2,439	2,424
Social Services Block Grant	1,700	0	1,700	1,700	1,700
State Opioid Response Grants	1,500	1,585	1,500	1,500	1,500

Homeland Security

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House Committee	FY 2021 Senate Committee	FY 2021 Final
Disaster Relief	17,863	5,653	5,653	17,735	17,142
Emergency Food & Shelter	125	0	150	125	130
Emergency Management Performance Grants	355	279	385	355	355
Firefighter Assistance Grants	355	344	385	355	360
Flood Hazard Mapping	263	100	263	263	263
National Security & Resilience Grants	NA	407 ¹	0	0	0
Port Security Grants	100	36	110	100	100
Rail & Transit Security Grants	100	36	110	100	100
SAFER Firefighter Hiring	355	344	385	355	360
State Homeland Security Grants	560	332	700	560	610
Urban Area Security Initiative (minus non-profit set aside)	615	426	795	665	615

¹ The Administration is proposing creation of this new all-hazards competitive grant program to address national priorities and address emerging natural hazards and terrorism threats.

Housing & Urban Development & Related Agencies

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
CDBG Formula	3,400	0	3,500	3,455	3,450
Choice Neighborhoods	175	0	250	100	200
Community Development Financial Institutions (Treasury)	262	14 ¹	274	262	270
Homeless Assistance – Continuum of Care	2,350	2,486	2,586	2,524	2,569
Homeless Assistance – Emergency Solutions Grants	290	280	290	290	290
HOME	1,350	0	1,700	1,375	1,350
HOPWA	410	330	430	410	430
Lead Hazard & Healthy Homes	290	285	340	360	360
Public Housing Capital	2,870	0 ²	3,180	0 ³	0 ⁴

¹ The Administration proposes the elimination of all CDFI discretionary grant programs and requests \$14 million for oversight of existing commitments and administration of other CDFI programs (mostly the New Markets Tax Credit).

² Like the Administration proposal, the Senate bill would eliminate the Public Housing Capital Fund and combine it with the Public Housing Operating Fund, renamed the Public Housing Fund, with funds set-aside for specific capital projects.

³ The Administration proposed the elimination of the Public Housing Capital Fund and combines it with the Public Housing Operating Fund, renamed the Public Housing Fund, with funds set-aside for specific capital projects.

⁴ Per the Administration's proposal, the bill eliminates of the Public Housing Capital Fund and combines it with the Public Housing Operating Fund, renamed the Public Housing Fund, with funds set-aside for specific capital projects.

Public Housing Operating/Public Housing Fund	4,549	3,572 ¹	4,649	7,440	7,806 ²
Section 8 Tenant-Based	23,874	18,833	25,739	25,516	
- Administrative Fees	1,977	1,465	2,155	2,160	25,777
- VASH	40	0	30	40	
Section 8 Project-Based	12,170	12,642	13,051	13,403	13,065
Section 108 Loan Limit	300	0	300	300	300
Section 202 Elderly Housing	793	853	893	853	855
Section 811 Disabled Housing	202	252	227	237	227

¹ The Administration proposed the elimination of the Public Housing Capital Fund and combines it with the Public Housing Operating Fund, renamed the Public Housing Fund, with funds set-aside for specific capital projects.

² Per the Administration's proposal, the bill eliminates of the Public Housing Capital Fund and combines it with the Public Housing Operating Fund, renamed the Public Housing Fund, with funds set-aside for specific capital projects.

Interior & Related Agencies

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House Committee	FY 2021 Senate Committee	FY 2021 Final
Historic Preservation Fund	119	41	136	138	144
National Endowment for the Arts	162	30 ¹	162	162	168
National Endowment for the Humanities	162	33 ²	162	162	168
LWCF – State & Local Program	140	0	450	371 ³	370 ⁴
North American Wetlands Conservation Fund	46	40	47	46	47
Urban & Community Forestry	32	0	40	24	32

¹ The President's Budget proposes the closure of NEA and requests \$30 million for administration of previously awarded grants and the orderly closeout of the agency.

² The President's Budget proposes the closure of NEH and requests \$33 million for administration of previously awarded grants and the orderly closeout of the agency.

³ \$280 million of the appropriation would be for formula grants and \$84 million would be for competitive grants.

⁴ \$220 million is for state formula grants, \$125 million is for competitive grants, \$20 million is for battlefields, and \$15 million is for administration

Justice

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Bulletproof Vests	28	25	29	30	30
CARA (Opioid Initiative) ¹	378	352	412	392	394
Community Trust Initiative					
- Bodyworn Cameras	23	0	0	35	35
- Justice Reinvest	28	0	0	35	33
- Byrne Innovation	17	0	0	25	22
COPS Hiring Grant	235	99	231	239	237
DNA & Forensic Grants	132	105	142	141	141
Justice Assistance Grants - Byrne Formula	547	412	525	481	484
Juvenile Justice	320	228	337	348	346
Project Safe Neighborhoods	20	40	20	20	20
Second Chance Act Grants	90	88	100	100	100
State Criminal Alien Assistance Program	244	0	252	150	244
Violence Against Women	503	499	525	514	514

¹ CARA includes a number of programs: Drug Courts, Prescription Drug Monitoring, Residential Substance Abuse Treatment & Veterans Treatment Courts.

Labor

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Adult Employment & Training	856	856	865	855	863
Apprenticeship Grants	175	200	185	195	185
Community Service Employment for Older Americans	405	0	410	305	405
Dislocated Workers (Block Grant)	1,052	1,052	1,080	1,052	1,061
Dislocated Workers (National)	271	161	827	231	281
Job Corps	1,744	1,015	1,756	1,744	1,749
Ex-Offender Reintegration	98	93	103	98	100
Youth Employment & Training	913	913	925	913	921
Youthbuild	95	86	101	95	97

Department of Transportation

PROGRAM	FY 2020	FY 2021 Administration Budget	FY 2021 House	FY 2021 Senate Committee	FY 2021 Final
Airport Facilities and Equipment	3,045	3,000	3,045	3,012	3,015
Airport Improvement Program	3,750 ¹	3,350	3,850 ²	3,750 ³	3,750 ⁴
BUILD	1,000	1,000	1,000	1,000	1,000
Federal-Aid Highways	48,531 ⁵	49,982	61,900	49,469 ⁶	48,365 ⁷
INFRA	1,000	1,000	1,000	1,000	1,000
Intercity Passenger Rail					
State of Good Repair Grants	200	0	200	225	200
Rail Infrastructure & Safety Grants (CRISI)	325	330	500	340	375

¹ \$400 million of the appropriation is from the General Fund and is for additional discretionary grants.

² \$500 million of the appropriation would be from the General Fund and is for additional discretionary grants.

³ \$400 million of the appropriation would be from the General Fund and is for additional discretionary grants.

⁴ \$400 million of the appropriation would be from the General Fund and is for additional discretionary grants.

⁵ \$2.1 billion of the appropriation is from the General Fund, with \$781 million for STBG and alternative fuel charging infrastructure, including sub-allocation to MPOs, \$50 million for competitive rail-highway grade crossing grants, \$1.15 billion for a bridge formula grant program, \$70 million the Nationally Significant Federal & Tribal Lands Program, \$100 million for Appalachian Highways.

⁶ \$2.365 billion of the appropriation would be from the General Fund and would be allocated via STBG (\$796m), for bridges (\$1.36b), for Appalachian Highways (\$100m), federal lands highways (\$70m) and for Puerto Rico and the territories (\$3.6m).

⁷ \$2 billion of the appropriation would be from the General Fund and would be allocated via STBG (\$641m), for bridges (\$1.08b), for Appalachian Highways (\$100m), federal lands highways (\$100m) and for Puerto Rico and the territories (\$2.765m).

Amtrak – Northeast Corridor	700	325	750	680	700
Amtrak – National Network	1,300	1,161 ¹	1,300	1,320	1,300
Transit Formula Grants	10,150	11,046 ²	15,945	10,150	10,150
Transit Capital Investment Grants	1,978	1,889	2,200	1,889	2,014
Transit – Bus & Bus Facilities Grants (Formula)	633	465	465	688	582
Transit – Bus & Bus Facilities Grants (Competitive)	589	289	663	512	414
Transit – No and Low Emissions Grants	130	55	180	135	180

¹ \$611 million would be for Amtrak National Network and \$550 million would be for new National Network Transformation Grants, which the Administration will detail in its upcoming surface transportation reauthorization proposal.

² Details will be outlined in the Administration's upcoming surface transportation reauthorization proposal.

January 12, 2021

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Ralph Garboushian and Debra DeHaney-Howard

SUBJECT: Pandemic Relief and End of 116th Congress Legislative Package (PL 116-260)

After months and months of negotiation, posturing, and delays, the House and Senate late last month approved a \$900 billion pandemic relief bill. After making a veto threat that left the bill in limbo for several days, President Trump relented and signed the bill into law (PL 116-260).

Congress enacted the pandemic relief measure as part of a [5,593-page bill](#) that essentially combines a year of legislating into one massive year-end package. The [package \(HR 133\)](#) that includes a \$900 billion pandemic relief bill includes a wide array of other bills, including the FY 2021 Omnibus Appropriations Act and other measures, ranging from the Water Resources Development Act of 2020 and reauthorization of federal pipeline programs (the PIPES Act of 2020) to the FAFSA Simplification Act of 2020, a package of extensions of expiring tax provisions, the Montana Water Rights Protection Act, the New River Gorge National Park and Preserve Designation Act, and the conveyance of federal land to Virginia and the District of Columbia for construction of a new railroad bridge over the Potomac River, to name just a few of its provisions.

As expected, the pandemic relief measure does NOT include any direct, unencumbered assistance to states and local governments to deal with declining revenues brought on by COVID-related events. However, this past weekend, President-elect Biden affirmed his commitment to quickly passing another pandemic relief bill and outlined his priorities, which include fiscal assistance to state and local governments. Although Senate runoff elections in Georgia will make it easier for the President-elect to move his agenda through Congress, the Democratic majorities in both chambers are slim, meaning that he will still face obstacles, especially in the Senate, where 60 votes are needed to move most legislation.

The pandemic relief bill is nowhere near as extensive as the \$3 trillion “HEROES Act” approved by the House twice this year (<http://bit.ly/3rkKEll>) but not considered by the Senate. However, the pandemic relief measure and other portions of PL 116-260 include provisions that will provide direct benefits on to the City and or are of interest to the City. They are all outlined below.

CRF Extension

The Coronavirus Relief Fund from the CARES Act provided direct funds to all states and localities with populations over 500,000 for pandemic relief activities with a deadline of December 31, 2020 for obligation. The bill enacted last month provides no additional funds, nor does it expand the potential uses of the funds.

It does, however, provide a one-year extension on obligation of the funds, through December 31, 2021. At this late date, most local governments have obligated their funds, with states accounting for most of the laggard grantees.

Small Business Assistance – Paycheck Protection Program

One of the largest single pieces of the bill is \$285 billion for another round of the Small Business Administration (SBA) forgivable loan program known as the Paycheck Protection Program (PPP). The measure tightens the definition of a small business to those with fewer than 300 employees that can demonstrate a 25% reduction in revenue since the start of the pandemic. In addition, it bill recognizes the unique plight of restaurants in the bill by allowing them to receive up to 14 weeks of payroll (as opposed to 10 for all others) and to apply for amounts based on 3.5 times payroll, as opposed to 2.5 for others. It also includes language specifically allowing “destination marketing organizations,” such as convention and visitors bureaus, to apply for a PPP loan. The measure also sets-aside PPP funds for businesses with less than 10 employees, first-time borrowers, and lenders in minority and low income communities.

Last week, SBA issued rules and guidance for the additional \$285 billion provided for PPP loans (which, as in previous rounds, can be converted to grants if loan recipients maintain payroll). The SBA has more information on their PPP website:

<https://www.sba.gov/funding-programs/loans/coronavirus-relief-options/paycheck-protection-program>.

Please note that SBA opened the PPP loan portal this week, so now is the time for small businesses (and small non-profits) and lenders (especially CDFIs, community banks, small credit unions and minority lending institutions) to start preparing for the program’s launch.

Also, please note that in compliance with directives in the recently enacted pandemic relief act, SBA will take a number of steps to target PPP assistance to minority, underserved, veteran, and women-owned businesses, which critics argue were not fairly treated in the first round of PPP loans. Those steps are:

- Accepting loan applications only from community development financial institutions (CDFIs) for at least the first two days when the PPP loan portal reopens,
- Use the Lender Match system to reach out to small and underserved businesses and to small lenders that can aid traditionally underserved communities,
- Setting aside dedicated hours for SBA to assist the smallest PPP lenders, and
- Working with SBA partners to reach out to small lenders, CDFIs, and small and underserved businesses.

The pandemic relief act specifically sets aside portions of PPP loan funds for minority, underserved, veteran, and women-owned businesses as follows:

- \$15 billion for first- and second-draw PPP loans from CDFIs,
- \$15 billion for first- and second-draw PPP loans from banks and credit unions with consolidated assets of less than \$10 billion.
- \$35 billion for new first-draw PPP borrowers, and
- \$15 billion for first-draw and \$25 billion for second-draw PPP loans for borrowers with 10 or fewer employees or for loans of less than \$250,000 to borrowers in low- and moderate-income neighborhoods.

Small Business Assistance – Save Our Stages Grants

The bill includes \$15 billion for SBA grants of up to \$20 million to small live venue operators and promoters, theatrical producers, live performing arts organizations operators, museum operators, motion picture theater operators, and talent representatives that have experienced a revenue loss of 25 percent or more. The language is modeled on the bipartisan Save Our Stages Act (S 4285/HR 7806) introduced last year.

The Save Our Stages provision gives priority to businesses with fewer than 50 employees and businesses that have experienced revenue loss greater than 70 percent. Eligible Save Our Stages grant uses include payroll, rent, utilities and personal protective equipment.

We have prepared a detailed summary of the program that we can share.

Transportation

The measure includes \$45 billion for various transportation entities:

- \$2 billion for airports and airport concessionaires to be distributed to airports, including Love Field and Executive Airport, using the Airport Improvement Program formula,
- \$10 billion for state departments of transportation, apportioned using existing formulas,
- \$15 billion for airline industry payroll support,
- \$1 billion for airline contractors,
- \$2 billion for the private motor coach and school bus industries, and
- \$1 billion for Amtrak.

Rental Assistance & Housing

There is \$25 billion for rental assistance, which will be allocated to all states and local governments with populations over 200,000, including Richland County and Lexington County, using a formula primarily based on population. As opposed to using existing programs at agencies such as HUD or HHS, the legislation uses the Treasury Department to distribute the funds, using the Coronavirus Relief Fund process from the CARES Act.

Treasury must allocate the funds within 30 days of the bill becoming law. Grantees must give priority to households with an income at or below 50 percent of area median income, with an individual who has been unemployed for 90 days or more or include someone who has not been able to work because of a public health order issued in response to the pandemic. Up to three months assistance may be provided. See below for additional information on this program.

The legislation also extends the CDC eviction moratorium by one month, through January 31, 2021. In addition to rental assistance, the funding may be used for utility assistance for qualifying households.

In addition, the tax extenders portion the broader bill includes a provision setting a 4% minimum rate for the Low Income Housing Tax Credit, which is designed to encourage development of affordable housing.

HHS Low-Income Household Drinking Water and Wastewater Emergency Assistance Program

The funding for this program is technically not part of the pandemic relief bill; it is emergency funding included in the regular FY 2021 appropriations bill for HHS. It is a completely new program, so HHS will have to come up with guidance and a mechanism for allocating the funds to the states. However, the legislation directs HHS to “as appropriate and to the extent practicable, use existing processes, procedures, policies, and

systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.”

Staff are preparing a letter to send to HHS urging the quickest and most efficient allocation of these funds to water and wastewater utilities.

Child Care

The bill provides \$10 billion through the Child Care Development Block Grant at HHS, which provides block grants to states for childcare activities. Grantees are encouraged to aid “front-line” workers in areas such as health care, emergency responders, sanitation workers, and farmworkers.

The funds are likely to be distributed in similar fashion to the CARES Act, and those guidelines can be found at:

<https://bit.ly/2KKStGz>.

In addition, HHS provided guidance to cities about these funds via a June, 2020 “letter to mayors.”

<https://www.acf.hhs.gov/occ/policy-guidance/letter-mayors-re-ccdf-covid-19-resources>.

In South Carolina, the Department of Department of Social Services administers these funds:

Stimulus/Unemployment

The measure provides one-time “stimulus” payments of \$600 to individuals earning up to \$75,000 per year, or \$600 each (plus \$600 per child) to households earning up to \$150,000. Treasury Secretary Steven Mnuchin said that those checks would start going out this month.

It also includes an additional \$300 per week in unemployment benefits through March 14, 2021 (with no prohibition on receiving both a stimulus check and the enhanced unemployment benefit as advocated by some Senate Republicans).

The measure also extends, through March 14, 2021, the Pandemic Unemployment Insurance Program for people such as “gig workers” and self-employed workers who are generally not eligible for regular unemployment benefits. It also increases the number of weeks a person can receive Pandemic Unemployment Insurance Program from 39 weeks to 50 weeks.

Schools

A total of \$82 billion is provided for various educational entities, to be distributed by formula in similar fashion to the CARES Act education funds:

- \$54.3 billion for K-12,
- \$22.7 billion for public and private non-profit higher-education, and
- \$4 billion for Governors Emergency Education Relief Fund.

Broadband

The bill includes \$7 billion for broadband activities. \$3.2 billion of the funding is reserved for a \$50 per month emergency benefit to low-income households administered through the FCC under the Lifeline Program; eligibility can be determined here:

<https://nationalverifier.servicenowservices.com/lifeline>.

It also includes \$285 million for broadband grants to historically black colleges and universities, tribal colleges and universities, and other minority-serving institutions and \$250 million for FCC telehealth grants.

Most of the remainder of the funding is targeted to helping communications providers pay for the cost of removing equipment manufactured in China from their networks.

Mental Health

There is \$4.25 billion for mental health services in the bill, including \$1.65 billion each for the Substance Abuse Prevention and Treatment Block Grant (<http://bit.ly/3mD5LCd>) and the Community Mental Health Services Block Grant (<http://bit.ly/2WAJpGT>), both of which provides block grant funding to states.

Food Security

The measure provides \$13 billion for the Supplemental Nutrition Assistance program (SNAP, formerly known as food stamps) that is designed to provide a 15% increase in benefits for those eligible.

In addition, the Emergency Food Assistance Program at the Department of Agriculture that assists food banks (<http://bit.ly/34zktni>) will receive \$400 million and the “Meals on Wheels” program (<http://bit.ly/3haRKdD>) will receive an additional \$175 million. The bill also expands SNAP eligibility to college students. The South Carolina Department of Agriculture administers these programs.

Emergency Paid Leave

The Families First Coronavirus Response Act (<http://bit.ly/3aAmMKP>) enacted earlier this year mandated extended paid sick and family leave for many employers was NOT extended in the bill and expired at the end of last year.

However, employers who choose to continue providing extended paid leave will be eligible for tax credits through March 21, 2021. (Congress excluded state and local governments from eligibility for those tax credits.)

FY 2021 Omnibus Appropriations Act

Details regarding how individual programs fared in the FY 2021 Omnibus Appropriations Act are available on the [Funding Chart](#) provided by CapitalEdge. Overall, programs of interest to local governments fared well and will see small increases or level funding in FY 2021. Highlights include (with comparison to FY 2020 level):

- CDBG: \$3.45 billion (+\$50m),
- HOME: \$1.35 billion (same),
- Assistance to Firefighter Grants: \$360 million (+\$5m),
- COPS Hiring Grants: \$237 million (+\$2m),
- Second Chance Act Grants: \$100 million (+\$10m),
- Transit Capital Investment Grants: \$2.014 billion (+\$36m),
- BUILD: \$1 billion (same),
- Consolidate Rail Infrastructure & Safety Grants: \$375 million (+\$50m),
- 21st Century Learning Centers: \$1.26 billion (+\$10m), and
- Economic Development Administration Grants: \$306 million (+13m).

Tax Provisions

The measure includes the extension of a wide array of expired or expiring tax provisions (the year-end “tax extenders” in Congress-speak) the items listed below.

Made permanent:

- Benefits provided to volunteer firefighters and emergency medical responders and
- The tax credit for railroad track maintenance.

Extended through 2025:

- New Markets Tax Credit,
- Work Opportunity Tax Credit,
- Empowerment Zone tax incentives, and
- Employer credit for paid family and medical leave.

For one year:

- Renewable Electricity Production Tax Credit (2021), with phase out extended two years to January 1, 2024,
- Alternative Fuel Refueling Property Tax Credit (2021), and
- Alternative Fuel Excise Tax Credit (2021).

Other tax provisions in the package include:

- A tax credit floor of 4 percent for LIHTC receiving PABS or other federal assistance, effective for buildings placed in service after December 31, 2020,
- Making waste to energy properties eligible for the Alternative Energy Investment Tax Credit, and
- Extending the CARES Act employee retention and rehiring tax credit for six months to July 1, 2021.

Miscellaneous

The heading of miscellaneous does not do justice to what is included in this massive bill. Some items of interest to local governments, include:

- The Water Resources Development Act of 2020 (details in the CapitalEdge December 11, 2020 Washington Report);
- A reauthorization of federal pipeline safety programs (the PIPES act of 2020);
- The Energy Act of 2020, which will largely curtail and phase out the use of hydrofluorocarbons and authorize approximately \$35 billion for renewable energy research and investment;
- Requiring carbon monoxide alarms or detectors to be installed in public housing, Section 8, Section 202, section 811, and HOPWA housing unit within two years, with an authorization of \$101.4 million per year for FY 2021 through FY 2023 to help implement the requirement;
- Requiring HUD to renew for one year all Homeless Assistance Continuum of Care Grants expiring in calendar year 2021;
- Requiring GSA and DHS to make “dotgov” domain names available to state and local governments at no or negligible cost and to maintain a database of such domain names and provide technical support to state and local government agencies; and
- A reauthorization of the Community Health Centers Program at \$4 billion per year through FY 2023.



2020 - 2021

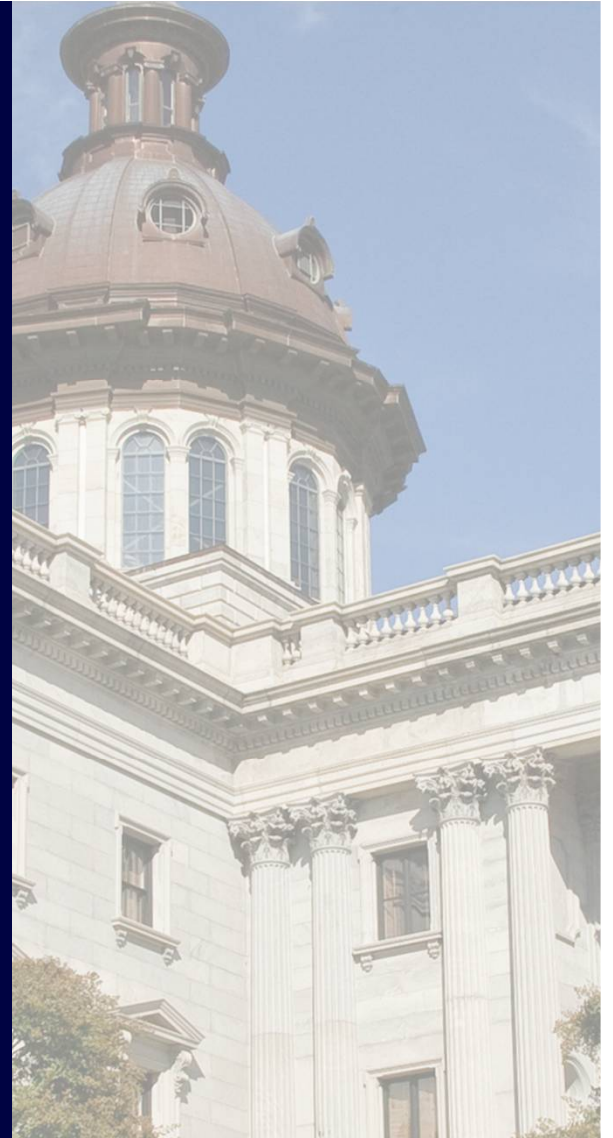
Kyle Michel
LAW FIRM

CITY OF COLUMBIA UPDATE

The City of Columbia's

Advocate Connector Interpreter

in all matters concerning state
government





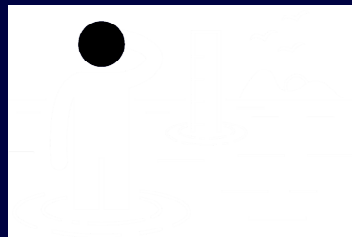
What We've Accomplished

2020

Advocating the Passage of Legislation



Business License Reform



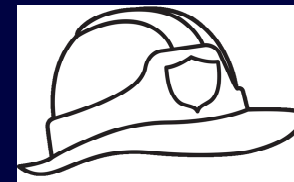
H-Tax Use for Flood
Control and
Remediation



Affordable Housing



Funding Flood Buyouts



Firefighter Cancer
Healthcare Benefit
Plan

Taking Care of Legislative Problems



Stormwater Rates

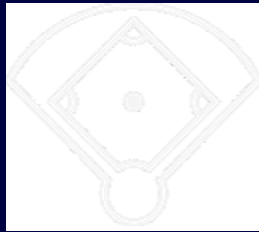


Mental Health
Patient Transport



Parks and Rec
Summer Staff

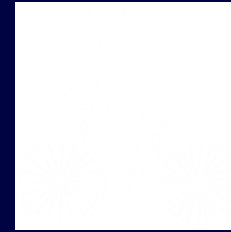
Connecting You to Funding Opportunities



AllStars Field



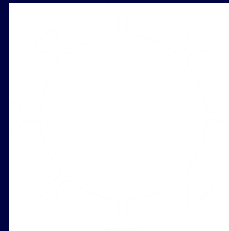
Convention Center



Vista Greenway



Quiet Zones



COVID-19



Health Equity Corps

Helping City Staff

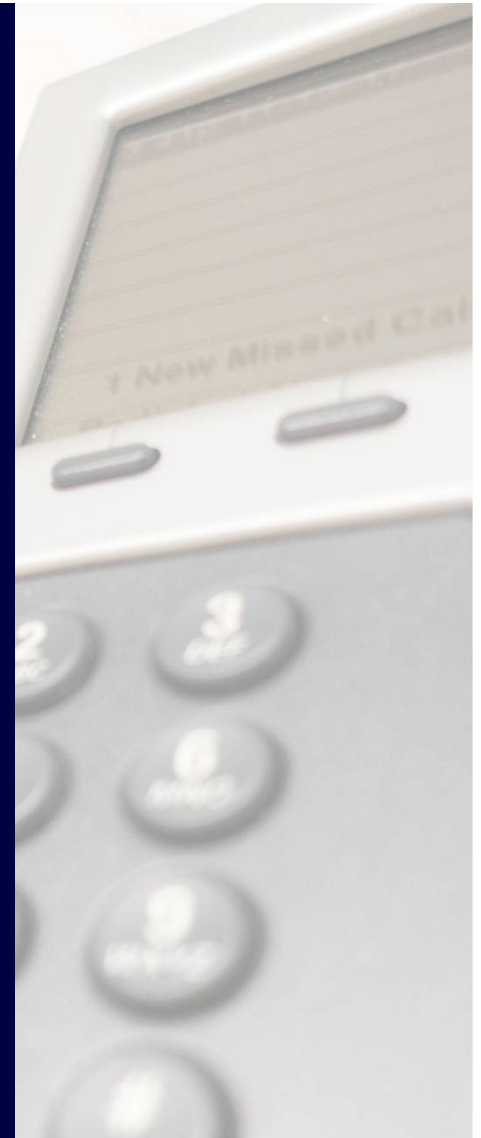
When the City team asks...

“What is this bill I heard about?”

“Is there anything going on at the State House on this issue?”

“Can you help us write a letter to the delegation on this issue and get it in their hands?”

“We got a letter or call from this state office and we’re not really sure what this is all about.”



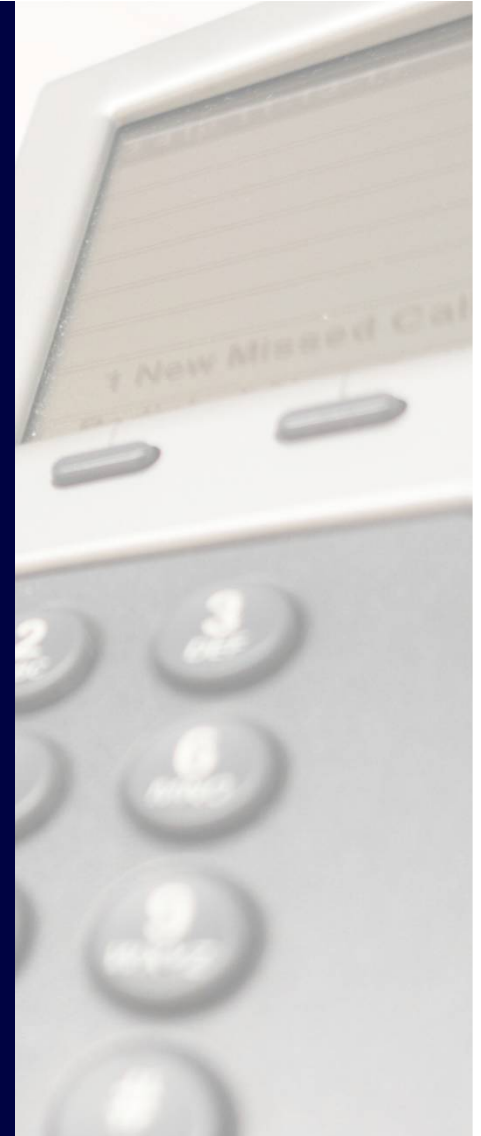
Assisting State Officials

When the State calls...

"I'm calling from DHEC and I understand you represent the City. We've got an issue we need the City's help in resolving."

"I'm calling from the Legislature. Can you provide more detail on this project the City wants included in the budget?"

"The Senator has a constituent with a problem, but it's really a City issue. Can you call and help them?"





What's On Tap

2021



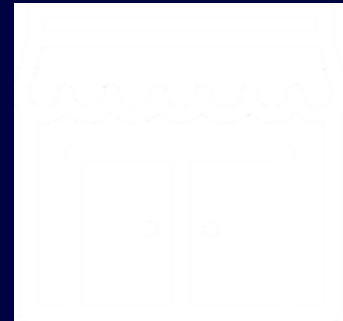
Advocating the Passage of Legislation



Hate Crimes



Abandoned Buildings



Small Business

Advocating the Passage of Legislation



Criminal Justice Reform



Affordable Housing



Local Tax Revenue
Flexibility

Advocating the Passage of Legislation



Rehiring Retired Public
Safety Officials



Gun Violence
Measures



Property Tax Reform

Taking Care of Legislative Problems



Stormwater Rates



Mental Health
Patient Transport



Increasing
Government Tort
Claims Limits

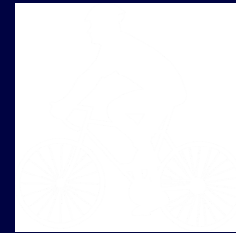
Funding Opportunities



Broadband
Expansion



Convention Center



Vista Greenway



Public Safety



Urban Farm



COVID-19



Canal Building

Serving the City of Columbia since 2013



1520 Main
Suite 1
MichelLawFi



(NJPA)

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

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

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

(NJPA)

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

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

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

(NJPA)

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

ORDINANCE NO.: 2011-103

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

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

Sec. 2-204. Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations:

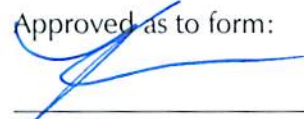
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.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

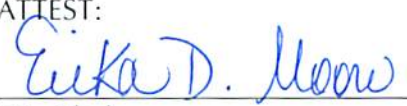
Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

ORIGINAL
STAMPED IN RED

Attachment: Sourcewell Documentation (6439 : Light Structure System with Total Light Control)

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).

Corporate: 100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577 • 641/673-0411 • 800/825-6020 • Fax: 641/673-4740
 Manufacturing: 2107 Stewart Road • PO Box 260 • Muscatine, IA 52761 • 563/263-2281 • 800/756-1205 • Fax: 800/374-6402
 Web: www.musco.com • Email: lighting@musco.com



1/4/2021

City of Columbia
 Parks and Recreation Department
 1111 Recreation Dr.
 Columbia, SC 29201

To whom it may concern,

Good morning! While still early, I hope the start of your 2021 year has been great!

I was writing today in regard to the All Stars Field Lighting Project and to let you know how appreciative we are to have the potential to be involved in yet another project with the City of Columbia. This seems to adding up to be a great project and we are looking forward to an opportunity to work with the city to really make this one shine.

Since we are looking to provide a turnkey lighting project to include materials, installation and labor, just as we did with Earlewood Park, I wanted to give you a quick recap of Musco and our local involvement into projects such as this. Musco is a licensed contractor in the State of South Carolina, license # 103903, and the industry leader in sports lighting. I, the Musco representative residing right here in Richland County, would be the local contact for any immediate needs.

Also, while Musco will be acting as the general contractor, there will be a local contractor doing the installation. This installation will involve digging of holes, setting foundations/ poles, running of electrical out to the poles and hooking up cabinets, so this is a substantial portion of the project. This contractor, West Electrical Contractors, are a local contracting group out of Newberry, SC and provide/ are involved on numerous projects in both the midlands and the entire state, including the Earlewood lighting project completed a couple of years prior.

Our hopes is that our 40+ years of being in the sports lighting industry and actively involving local contractors to do the installation will allow for another successful project!

Please feel free to let me know if there is anything else we can help provide.

Sincerely,

Brian Hartman
 Musco Lighting
 803-904-0302
Brian.hartman@musco.com

Lighting . . . We Make It Happen.

Attachment: Quote All-Star Ballfield (6439 : Light Structure System with Total Light Control)

Quote

Date: 1/4/2021

Project: All Stars Field
Columbia, SC
Ref: 204176

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

All Stars Field – 224/275/155 \$ \$169,700.00

Sales tax, bonding, labor, and unloading of the equipment are included.

Pricing furnished is effective for 60 days and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED® technology**Guaranteed Lighting Performance**

- Guaranteed light levels of 30 foot candles in the infield and 20 footcandles in the outfield.

System Description

- 5 Pre-cast concrete bases with integrated lightning grounding
- 5 Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 5 Factory wired poletop luminaire assemblies
- 21 Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

[See attached scope of work]



Attachment: Quote All-Star Ballfield (6439 : Light Structure System with Total Light Control)

Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
 Attn: Amanda Hudnut
 Fax: 800-374-6402
 Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcwell purchase – contract number: 071619-MSL

Delivery Timing

Choose an item. for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, Single Phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brian Hartman
 South Carolina Sales Representative
 Musco Sports Lighting, LLC
 Phone: 803-904-0302
 E-mail: brian.hartman@musco.com



Quote

**All Stars Field
Columbia, SC
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities**General:**

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide security to protect Musco products from theft, vandalism or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.



Quote

9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 5 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 5 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new (240V 1Ø) electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 1 Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control Link Central™ at 877-347-3319.

Attachment: Quote All-Star Ballfield (6439 : Light Structure System with Total Light Control)



R208750



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No	Date	Page
296239	10/28/2020	1 of 4

Bill To
City of Columbia, SC
Missy Caughman
PO Box 147
COLUMBIA SC 29217
United States

Ship To
City of Columbia, SC
1136 Washington Street Ste. 504, P.O. Box
147 Zip,
Columbia SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/27/2020

Description	Units	Rate	Extended
Contract No. Q-17093			
1 ONESolution Financials Core-IFAS - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,452.39	\$2,452.39
2 ONESolution Bank Reconciliation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
3 ONESolution Person/Entity - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
4 ONESolution Job/Project Ledger - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
5 ONESolution Finance Other - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
6 ONESolution Finance Work Orders - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
7 ONESolution Hassle Free Support Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
8 ONESolution Bid Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
9 ONESolution Finance Other - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$198,987.30	\$198,987.30
10 ONESolution Time Card Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00

Attachment: ONESolution Financials Core-IFAS-Annual Maintenance Invoice (6434 : Annual IFAS Software Maintenance Support FY 20-21)



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No	Date	Page
296239	10/28/2020	2 of 4

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Missy Caughman
PO Box 147
COLUMBIA SC 29217
United States

Ship To
City of Columbia, SC
1136 Washington Street Ste. 504, P.O. Box
147 Zip,
Columbia SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/27/2020

	Description	Units	Rate	Extended
11	ONESolution Accounts Payable - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
12	ONESolution General Ledger - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
13	ONESolution Accounts Receivable - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
14	ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
15	ONESolution Purchasing - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
16	ONESolution Fixed Assets - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
17	ONESolution Stores Inventory - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
18	ONESolution Easy Laser Forms - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
19	ONESolution Payroll - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
20	ONESolution Human Resources - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00

Attachment: ONESolution Financials Core-IFAS-Annual Maintenance Invoice (6434 : Annual IFAS Software Maintenance Support FY 20-21)



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Invoice

Invoice No	Date	Page
296239	10/28/2020	3 of 4

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COLUMBIA SC 29217
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Ship To
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Columbia SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/27/2020

	Description	Units	Rate	Extended
21	ONESolution Position Budgeting - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
22	ONESolution Project Allocation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
23	ONESolution Contract Management - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
24	ONESolution Bid and Quote Management - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
25	ONESolution Employee Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
26	ONESolution Grants Management - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
27	ONESolution Click, Drag, and Drill - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
28	ONESolution Documents Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
29	ONESolution Cash Receipts - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
30	ONESolution Employee Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,443.68	\$4,443.68

Attachment: ONESolution Financials Core-IFAS-Annual Maintenance Invoice (6434 : Annual IFAS Software Maintenance Support FY 20-21)



Invoice

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Columbia, SC
Missy Caughman
PO Box 147
COLUMBIA SC 29217
United States

Ship To
City of Columbia, SC
1136 Washington Street Ste. 504, P.O. Box
147 Zip,
Columbia SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/27/2020

Description	Units	Rate	Extended
31 ONESolution Applicant Online - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$3,901.78	\$3,901.78

Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$209,785.15
Tax	\$0.00
Invoice Total	\$209,785.15
Payments Applied	\$0.00
Balance Due	\$209,785.15

Attachment: ONESolution Financials Core-IFAS-Annual Maintenance Invoice (6434 : Annual IFAS Software Maintenance Support FY 20-21)



3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

City of Columbia
Mr. Robbie Matthews

Quotation

DATE 1/6/2021

Prepared by: Brian Smith

Reference Number	Description	Sales Price
542-7992	420 BACKHOE LOADER	
543-4283	STICK, STANDARD, 14FT	
544-1066	PT, 4 WHEEL DRIVE/2 WHEEL STEER, POWERSHIFT	
544-0883	CAB, DELUXE	
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	
573-4524	SEAT, DELUXE FABRIC	
542-7810	AIR CONDITIONER, T4F	
560-6797	PRODUCT LINK, CELLULAR, PLE643	
533-0488	TIRES, 340 80-18/500 70-24, MX	
9R-6007	STABILIZER PADS, FLIP-OVER	
337-7436	BUCKET-MULTI-PURPOSE (4 IN 1), 1.3 YD3, PO	
9R-5321	CUTTING EDGE, TWO PIECE	
219-3387	BUCKET-HD, 24", 6.2 FT3	
548-1230	LINES, COMBINED AUX, STD STICK	
540-2298	RADIO, FM BLUETOOTH	
	STATE CONTRACT 4400020406 MEDIUM DUTY BACKHOE PRICE	110,840.00
	SOURCEWELL / NJPA CONTRACT 032119-Cat	109,742.00
	OMNIA Partners / NATIONAL IPA CONTRACT 161534	109,742.00
	84 MONTH / 7,000 HOUR POWERTRAIN AND HYDRAULIC WARRANTY	Included
	SC SALES TAX	500.00
Quote is good for 45 days		

Attachment: R208375 Updated Quote (6437 : Backhoe)

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).

(NJPA)

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

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

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

(NJPA)

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

(NJPA)

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

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

(N5PA)

PARTICIPATION				
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:		
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.		
		n/a	n/a	n/a

ORDINANCE NO.: 2011-103

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

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

Sec. 2-204. Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations:

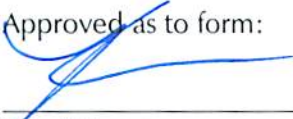
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.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

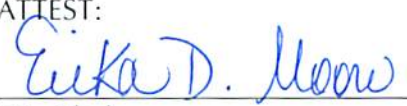
Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

PUBLIC WORKS EQUIPMENT*Subsidiary of Federal Signal Corporation*

Page |

December 23, 2020

City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Attention: James Knoche

Re: ProPatch TCM 425-80 DHE Asphalt Pothole Patcher**Dear James,**

We would like to take this opportunity to thank for your interest in Public Works Equipment (PWE) and in H.D. Industries' state of the art line of innovative pothole patchers.

As proud distributors of H.D. Industries' industry leading industrial equipment, we are pleased to present the following budgetary quotation to provide one (1) new Pro-Patch TCM 425-80 DHE Asphalt Pothole Patcher, mounted on a 2022 Freightliner M2-106 chassis, per NCSA Contract #19-03-0504RR Lot #39.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker
AreaSales Manager
Public Works Equipment
Cell: (980)239-2843
Office: (704)289-6488
evan@pweasi.com

Attachment: R202358 Public Works Quote_ Pothole Patcher (6420 : Pothole Patcher)

Quotation

To provide one (1) new Pro-Patch TCM 425-80 DHE Asphalt Pothole Patcher, mounted on a 2022 Freightliner M2-106, equipped as described below:

Page |

- Basic Unit Model TCM 425-80 DHE
- 1.25 Cubic yard 30" Spoils Bin Gravity Dump
- Hydraulic Bi-fold Steel Top Doors
- Hydraulic Rear Lift Platform for Roller Plate with Breaker Mount
- Stanley BR45 Pavement Breaker with Asphalt Cutter & Tamper shoe (Replaces BR72)
- Hydraulic Tool Line Hose Reel with Dual 25 Ft. Hose
- Secondary Auger Motor
- Diesel Fuel Hose Reel with 20 FT Hose
- 8 Gallon Drip & Waste Pan
- 10 Gallon Stainless Steel Water Tank
- 50 Gallon Frame Mounted LP Gas Bottle
- Able 2 LED Arrowboard
- Meteorlight SY2000 Strobe Light LED, Pedestal Mount
- Maxxima Rectangular 6.5" Oval Tail Lights, Backup and Amber Strobes
- 18" x 46" Work Deck
- Backup Camera
- Four (4) Asphalt Lute/Shovel Holders
- Chelsea Hot Shift PTO
- Electronic Engine Throttle Control
- Vibratory Compactor Plate, Wacker W/P1550 AW
- 25 CFM Air Compressor
- Air Line Hose Reel
- Work Light Kit
- 10 lb Fire Extinguisher

Purchase Price\$188,537.20

Terms & Conditions

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Columbia, SC

Payment Terms: Due prior to delivery

Purchase order required

Delivery: To be Confirmed at Time of Order

Quotation Valid for 30 Days

Attachment: R202358 Public Works Quote_Pothole Patcher (6420 : Pothole Patcher)

**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Rollover Price Sheet Award Agreement**

Heavy Equipment Procurement Program

Bid 19-03-0504RR and Bid 20-04-0506R

We are pleased to announce the North Carolina Sheriffs' Association has rolled over your contract for one additional year. NCSA Heavy Equipment Bid 19-03-0504RR and Bid 20-04-0506R will be effective May 18, 2020 through May 17, 2021.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504RR and 20-04-0506R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

Kimberly P. Owens
Signature of Authorized Representative

Kimberly P. Owens
Printed Name of Authorized Representative

PUBLIC WORKS EQUIPMENT AND SUPPLY
Contractor/Dealership Name (Please Print)

03/16/2020
Date

[Signature]
Signature of NCSA Contract Administrator

Jason D. Bennett
Printed Name of NCSA Contract Administrator

March 16, 2020
Date

Attachment: NC Sheriffs' Association Agreement (6420 : Pothole Patcher)

SS7478 CA#2 Rocky Branch 01 Sewer System Evaluation Study (SSES) Phase 2
Brown and Caldwell
RFQ005-16-17-NMJ

December 22, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell (Engineer) dated August 16, 2018 (Agreement) to compensate the Engineer for additional services to include more asset rehabilitation than originally anticipated, as well as Infiltration and inflow reduction services. This Amendment also extends the Agreement from February 8, 2021 to February 7, 2023.

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

Proposed Change and Basis for Payment:

Original Contract Amount (September 7, 2018 to February 7, 2021; PO# P173547):	\$ 1,076,982.00
Amendment #1 (Cost Increase; PO# P173547):	\$20,660.00
Current Contract Total:	\$1,097,642.00
This Change Amendment #2 (Cost Increase; Time Extension from February 8, 2021 to February 7, 2023; PO# P173547):	\$94,000.00
Revised Contract Amount:	\$1,191,642.00

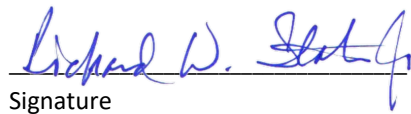
This Change is Acceptable:

Name of Firm
Brown and Caldwell

City of Columbia
Office of the City Manager

Richard W Stahr Jr
Print Name

Teresa Wilson, City Manager


Signature

Signature

January 5, 2021
Date

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

1/04/2021

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Rocky Branch 01, Phase 2 SSES
CIP NUMBER: SS 7478

Contract Amendment #2
Rocky Branch 01, Phase 2 SSES
CIP NUMBER: SS7478

I. SCOPE ADDITION/DELETION

Additional Assets:

The City of Columbia (City) contracted Brown and Caldwell (BC) to conduct a Sewer System Evaluation Study (SSES) and develop/implement rehabilitation recommendations for a portion of the Rocky Branch 01 (RB01) Basin. The scope of work included inspection of 20 manholes and CCTV inspection of 102,488 linear feet (LF) of pipeline and development of a Preliminary Design Report (PDR) to incorporate rehabilitation recommendations of the necessary assets. It was assumed that rehab recommendation, design drawings, and specifications would be developed for 50% of these assets (or 51,244 LF of pipeline).

Rehab recommendations, design drawings, and specifications were developed for 76,679 LF, nearly 75% of the assets. This additional number of assets reviewed, recommendations developed, added service connections evaluated, and drawings/specifications developed will increase the level of effort and compensation for Task 4.0-Sewer Assessment Results and Preliminary Design Report and Task 5.0-Rehab Implementation. The additional assets will also impact the cost for Tasks 6.0-General Services During Construction and 6.1-Full Time Construction Inspection. The construction related tasks will be amended as needed at a future date.

Estimate of I/I Reduction:

Compile Defect Databases from Phase 1/2 SSES. CCTV inspections, manhole inspections, and smoke testing were performed on pipes within RB 01 area in two separate Phases. Identified defects were assigned a PACP/MACP defect code and severity. The data was stored in six MS Access Databases; one for each inspection type (CCTV, manholes and smoke testing) and each SSES Phase (Phase 1 and 2). Several asset ID have changed since the Phase 1 SSES was conducted. Under a previous amendment, BC reconciled changes in asset IDs for those assets that were rehabilitated during Phase 1 construction, and

integrated outstanding Phase 1 action items into the Phase 2 design. Under this Task, the original six SSES databases will be updated to ensure all asset IDs are current and defects can be properly correlated to the assets within the rehabilitation scope of each RB01 project.

Phase 1 and Phase 2 SSES databases will be consolidated, and a full inventory of all defects by type will be compiled for RB01.

Assign I/I Values to Defect Codes and Develop Balanced I/I Estimate. The City has requested that BC assign inflow and infiltration (I/I) to each individual PACP/MACP and smoke test defect. BC is to assign to the minor public assets (<15-inch diameter pipes), including pipes, manholes and public laterals. NASSCO does not have a standard that relates PACP/MACP observation codes to potential I/I for specific sewer reaches. BC will develop estimates of I/I, by defect type, that will be applied to the inventory of defects noted in the SSES databases.

The City has provided an overall peak wet weather I/I of 5.2 MGD that is to be attributed to the inventory of public minor sewer asset defects. The I/I values will be distributed across the minor asset defects using the cataloged defects from the SSES activities. The I/I, by defect, is to be balanced with an estimated Average Dry Weather Infiltration Rate of 2,230 gpd/inch-diameter-mile. An iterative process will be conducted, whereby assumed I/I rates will be developed for each defect type and severity based on best available data. The overall I/I will be summed by defect type and severity and compared to the estimated 5.2 MGD I/I rate. Adjustments will be made to the individual defect-based I/I rates until a reasonable estimate of 5.2 MGD for all minor asset defects is achieved.

In many cases smoke test results may be directly attributed to several asset defects. An effort will be made to determine the source of each smoke test result and assign a specific I/I value that considers the many potential contributions to the smoke test result.

Estimate I/I Reduction from Rehabilitation. Rehabilitation recommendations were based on the PACP Overall Structural and O&M Pipe Scores and smoke testing results. BC will compile the data from the Phase 1 construction and Phase 2 recommendations to identify the pipes, manholes and laterals that were recommended for rehabilitation, to the extent possible. Note that a full inventory of publicly-owned sewer laterals that were lined during Phase 1 construction is not available. Assumptions regarding the location and extend of lateral lining will be developed based on the work that was conducted.

The rehabilitated assets will be correlated to the asset defect databases to identify those assets addressed within the scope of rehabilitation efforts. BC will estimate the percentage of I/I removal anticipated from rehabilitation based on the scope of rehabilitation efforts. I/I removal from the minor asset rehabilitation will consider the nature of groundwater

migration and hydrology in the basin. Because of the phenomenon of migration, spot repairs have limited measurable effect on overall I/I reduction. Migration of groundwater, raising of localized groundwater levels, and/or leakage into manholes thru the bench and channel area are examples of this phenomenon.

Document I/I Reduction Estimate. BC will document the I/I assignments and reduction estimate in a Technical Memo. The City's I/I Removal Credit Template will be used as a basis for the evaluation. The template will be modified as appropriate to address the specific defects in the RB-01 Basin SSES databases. The assumptions regarding I/I contributions by defect, rehabilitation scope for Phase 1 and Phase 2 construction and overall estimated I/I reduction will be documented in the TM. The deliverable will be issued in draft for the City's review and comment, and a final TM will be issued following the review. The supporting SSES databases will also be provided.

II. COMPENSATION

Compensation for these services shall be a total of \$94,000 based on a lump sum as outlined in the Agreement.

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
1.0	Project Management and Administration	\$ 65,500.00	\$ 0.00	\$ 0.00	\$ 65,500.00
2.0	Data Management	\$ 84,600.00	\$ 0.00	\$ 0.00	\$ 84,600.00
3.0	Sewer Assessment		\$ 0.00	\$ 0.00	\$ 290,382.00
	20 MH @ \$324.50/MH	\$ 6,490.00			
	102,488 lf CCTV @ \$2.77/LF	\$ 283,892.00			
4.0	Sewer Assessment Results and Preliminary Design Report	\$ 63,300.00	\$ 20,660.00	\$ 64,200.00	\$ 148,160.00
5.0	Rehabilitation Implementation	\$ 74,600.00	\$ 0.00	\$ 29,800	\$ 104,400.00

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
6.0	General Services During Construction	\$ 137,200.00	\$ 0.00	\$ 0.00	\$ 137,200.00
6.1	Full Time Construction Inspection**	\$ 311,400.00	\$ 0.00	\$ 0.00	\$ 311,400.00
7.0	Client Controlled Contingency for Add'l Svcs**	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00
Total Fee		\$1,076,982.00	\$ 20,660.00	\$ 94,000.00	\$1,191,642.00

III. SCHEDULE

The project final completion date is dependent on the client's decision for start of bid phase.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included 4D Engineering as a Protégé Firm, Hydrostructures as a sub-consultant Firm, for a Protégé percentage of 24.6% and total combined Protégé/Sub-consultant fee of 48.6%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment along with Amendment #1 will decrease the Protégé participation from the original contract from 24.6% to 22.3%.

	Total Contract Amount	4D Engineering Amount (Protégé)	% of Contract Amount	Hydrostructures Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$1,076,982.00	\$265,185.00	24.6%	\$258,270.00	24.0%
Addendum#1	\$20,660.00	\$0.00	0.0%	\$0.00	0.0%
Addendum #2	\$94,000.00	\$0.00	0.0%	\$0.00	0.0%
New Total Contract Amount	\$1,191,642.00	\$265,185.00	22.3%	\$258,270.00	21.7%



OBO MPP Change Order/Contract Amendment Implementation Plan Addendum (IPA) (Construction or Professional Services)

In Accordance with MPP Guidelines Change Orders/Contract Amendments: If any change order/contract amendment is required on a MPP project the Protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Change Order = CO

Contract Amendment = CA

OBO Verification	CO/CA Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	\$1,076,982	\$811,797	75.4%	\$265,185	24.6%
CO/CA# 1:	\$20,660	\$20,660	100%	\$ 0	0%
CO/CA# 2:	\$ 0	\$ 0	0%	\$ 0	0%
CO/CA# :	\$ 0	\$ 0	0%	\$ 0	0%
CO/CA# :	\$ 0	\$ 0	0%	\$ 0	0%
This CO/CA: (Increase/decrease)	\$94,000	\$94,000	100%	\$ 0	0%
Revised Contract:	\$1,191,642	\$926,457	77.7%	\$265,185	22.3%

Original Project Contract Amount: \$1,076,982Original Protégé Amount: \$265,185MPP Project #/ Name: SS7479 RB01 SSES Phase 2CO/CA #: 02 (Ex: 01, 02)Change Order/Contract Amendment Amount: \$ 94,000

Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☒ Yes ☐ No Increase in assets needing rehabilitation recommendations from the number estimated in original scope document. Develop technical memo to estimate I/I reduction from rehabilitation recommendations. Project schedule is being extended due to budget funding limitations.

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** February 7, 2023 (Please sign & return form if no cost)
- ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)
- ☐ **Funding Decrease – Amount** (Please place explanation of decrease in 3A below)
 - Will the Protégé perform any work within this CO/CA? ☐ Yes ☐ No (If not, go to B)
 - Amount of Change Order/Contract Amendment to be received by the Protégé: \$ _____
 - Please indicate the services the Protégé will be providing for this change order/contract amendment (in box below):

- B. If Protégé will not be providing any services on this change order/contract amendment, please indicate why in the box below:

Protégé did not participate in providing rehabilitation recommendations.

4. Revised Scope of Work

Additional Assets:

The City of Columbia (City) contracted Brown and Caldwell (BC) to conduct a Sewer System Evaluation Study (SSES) and develop/implement rehabilitation recommendations for a portion of the Rocky Branch 01 (RB01) Basin. The scope of work included inspection of 20 manholes and CCTV inspection of 102,488 linear feet (LF) of pipeline and development of a Preliminary Design Report (PDR) to incorporate rehabilitation recommendations of the necessary assets. It was assumed that rehab recommendation, design drawings, and specifications would be developed for 50% of these assets (or 51,244 LF of pipeline).

Rehab recommendations, design drawings, and specifications were developed for 76,679 LF, nearly 75% of the assets. This additional number of assets reviewed, recommendations developed, added service connections evaluated, and drawings/specifications developed will increase the level of effort and compensation for Task 4.0-Sewer Assessment Results and Preliminary Design Report and Task 5.0-Rehab Implementation. The additional assets will also impact the cost for Tasks 6.0-General Services During Construction and 6.1-Full Time Construction Inspection. The construction related tasks will be amended as needed at a future date.

Estimate of I/I Reduction:

Compile Defect Databases from Phase 1/2 SSES. CCTV inspections, manhole inspections, and smoke testing were performed on pipes within RB 01 area in two separate Phases. Identified defects were assigned a PACP/MACP defect code and severity. The data was stored in six MS Access Databases; one for each inspection type (CCTV, manholes and smoke testing) and each SSES Phase (Phase 1 and 2). Several asset ID have changed since the Phase 1 SSES was conducted. Under a previous amendment, BC reconciled changes in asset IDs for those assets that were rehabilitated during Phase 1 construction, and integrated outstanding Phase 1 action items into the Phase 2 design. Under this Task, the original six SSES databases will be updated to ensure all asset IDs are current and defects can be properly correlated to the assets within the rehabilitation scope of each RB01 project.

Phase 1 and Phase 2 SSES databases will be consolidated, and a full inventory of all defects by type will be compiled for RB01.

Assign I/I Values to Defect Codes and Develop Balanced I/I Estimate. The City has requested that BC assign inflow and infiltration (I/I) to each individual PACP/MACP and smoke test defect. BC is to assign to the minor public assets (<15-inch diameter pipes), including pipes, manholes and public laterals. NASSCO does not have a standard that relates PACP/MACP observation codes to potential I/I for specific sewer reaches. BC will develop estimates of I/I, by defect type, that will be applied to the inventory of defects noted in the SSES databases.

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In many cases smoke test results may be directly attributed to several asset defects. An effort will be made to determine the source of each smoke test result and assign a specific I/I value that considers the many potential contributions to the smoke test result.

Estimate I/I Reduction from Rehabilitation. Rehabilitation recommendations were based on the PACP Overall Structural and O&M Pipe Scores and smoke testing results. BC will compile the data from the Phase 1 construction and Phase 2 recommendations to identify the pipes, manholes and laterals that were recommended for rehabilitation, to the extent possible. Note that a full inventory of publicly-owned sewer laterals that were lined during Phase 1 construction is not available. Assumptions regarding the location and extend of lateral lining will be developed based on the work that was conducted.

The rehabilitated assets will be correlated to the asset defect databases to identify those assets addressed within the scope of rehabilitation efforts. BC will estimate the percentage of I/I removal anticipated from rehabilitation based on the scope of rehabilitation efforts. I/I removal from the minor asset rehabilitation will consider the nature of groundwater migration and hydrology in the basin. Because of the phenomenon of migration, spot repairs have limited measurable effect on overall I/I reduction. Migration of groundwater, raising of localized groundwater levels, and/or leakage into manholes thru the bench and channel area are examples of this phenomenon.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street, 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

By signing below, all parties agree to the information submitted in this document. Additionally, the Protégé also agrees that they have received notification of the referenced change order/contract amendment for this project and were given the opportunity to provide services.

EXECUTED by Brandy K. Frick (Mentor Firm) this 14 day of Oct 2020.
By: Brandy K. Frick Title: Project Manager

Firm Name: _____

EXECUTED by Justin Waring (Protégé Firm) this 15 day of Oct 2020.
By: Justin Waring Title: Project Manager

Firm Name: 4D Engineering

OBO Statement for the change order/contract amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$1,076,982.00. The original amount received by the protégé was \$265,185.00 or 24.6 % of the original contract amount. The revised project contract amount to include, previous amendments and current amendment is \$1,191,642.00. The protégé will receive \$265,185.00 or 22.3% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities - Compliance on this 20 day of October, 2020.

By: Latonya B. Germany Title: Program Compliance Specialist

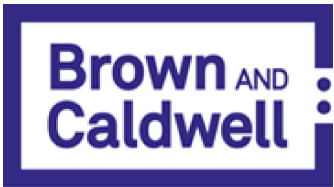
*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the change order/amendment is greater than \$50,000.00, the amendment must also be approved by City Council.

Rocky Branch Basin RB01 Phase II

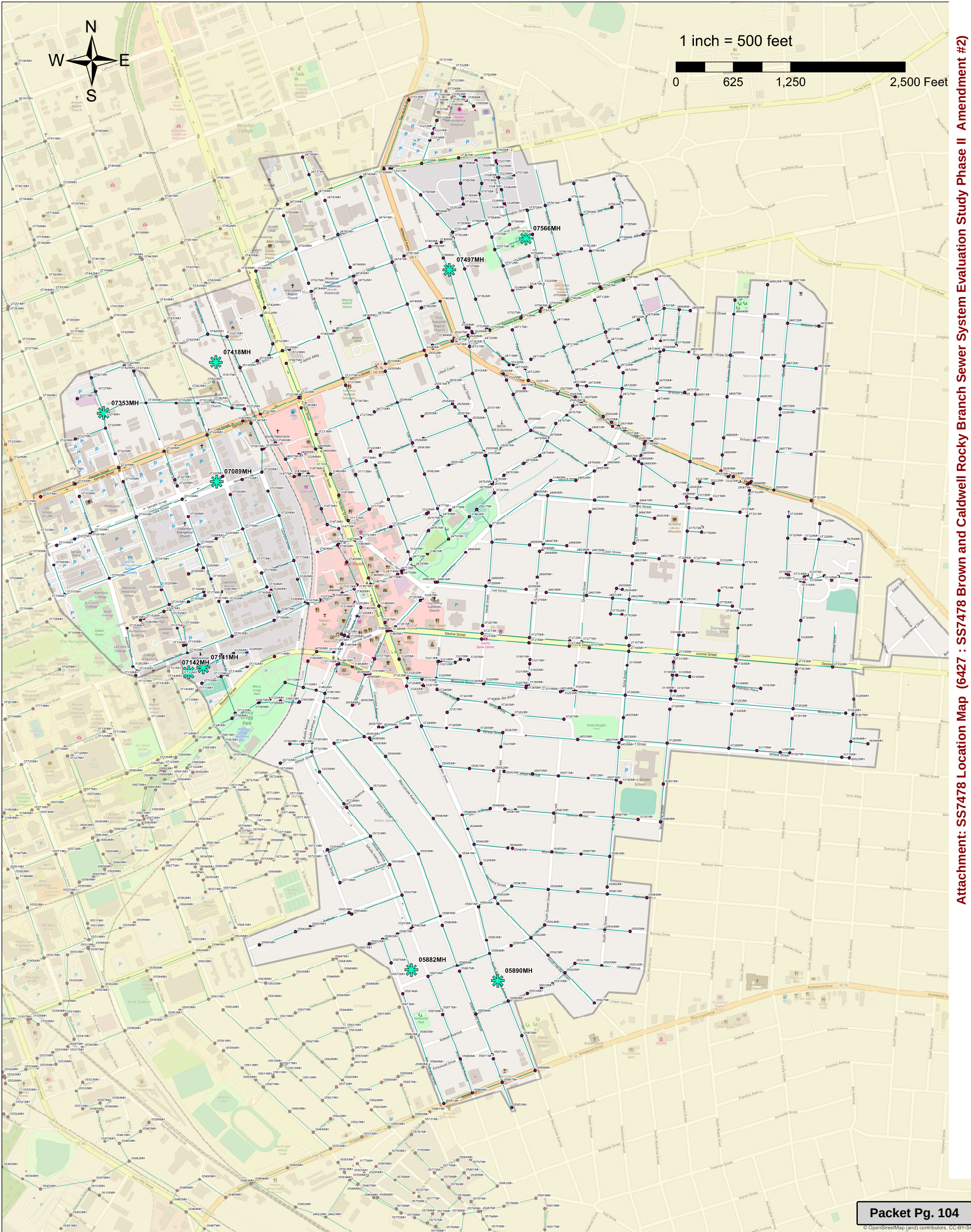
Manhole Scope Map

Dated April 25, 2018



Legend

- Outside RB01
- RB01 Basin Manholes
- RB01 Phase II Manholes
- Sewer Gravity Mains



Attachment: SS7478 Location Map (6427 : SS7478 Brown and Caldwell Rocky Branch Sewer System Evaluation Study Phase II Amendment #2)

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ008-19-20-NMJ Wastewater Collection System Manhole Survey.

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 Vaughn & Melton Consulting Engineers, Inc., hereinafter referred to as the “Consultant”), to provide technical engineering support to the City for surveying and mapping of the sanitary sewer manholes.

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

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

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

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on June 30, 2021. The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of five (5) months, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Twenty-Four Thousand, Nine Hundred Seventy-Five Dollars and No/100 (\$424,975.00).

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.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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>12.00</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

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

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

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SS7581 Wastewater Collection System Manhole Survey

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.

INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured 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

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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.

8. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of 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.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

9. **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.
10. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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.

11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
 - A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

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

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

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

City of Columbia

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

Vaughn & Melton Consulting Engineers, Inc.

Name: Randy Stepp
Title: Senior Principal
Address: 2154 North Center Street
Suite A-101
North Charleston, SC 29406
Phone: (843) 974-5650
Fax: N/A
Email: rlstepp@vaughnmelton.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly, or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts, and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

VAUGHN & MELTON CONSULTING ENGINEERS, INC.

Print: Name/Title

Signature

Date: _____

APPROVED AS TO FORM



1/05/2020

Legal Department City of Columbia, SC

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Vaughn & Melton Consulting Engineers, Inc.
SS7581 Wastewater Collection System Manhole Survey

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

EXHIBIT A**SCOPE OF SERVICES**

City of Columbia
CIP # SS7581
Wastewater Collection System Manhole Survey

The services performed as a part of this Scope of Services include field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes. Survey data shall be collected for sewer system manholes in various sub-basins throughout the City's collection system that have not been previously surveyed under other City programs. The data collected from the survey work shall be used to verify manhole location, verify pipe connectivity, diameter, material and slope, and update the City's sanitary sewer GIS mapping. The intent of this project is to meet the requirements of the Sewer Mapping Program (SMP) which is a component of the Consent Decree under which the City is performing this work.

The general location of the project is shown in Figure 1 and consists of locations throughout the City's wastewater collection system.

Mandatory Requirements

1. Project Management and Administration

CONSULTANT shall manage the efforts of its project team members and sub-CONSULTANTS, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, the CONSULTANT shall:

- Communicate with the City and Clean Water 2020 Project Manager through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT shall maintain regular contact through the City's staff. This scope includes a kickoff meeting at the beginning of the project, monthly progress meetings, and weekly update conference calls. The CONSULTANT shall issue monthly Progress Meeting minutes within 5 days for each meeting during the project.
- Provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the City. The schedule shall be included with an updated Monthly Progress Report and Work Summary to be submitted with a draft invoice to the OWNER for review. A project schedule shall be created and updated not less than monthly using Microsoft Project or Primavera software. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Services. All documents provided to the City for review and approval shall be provided in hardcopy and electronically in PDF format at a minimum.

SS7581 Wastewater Collection System Manhole Survey

- CONSULTANT shall utilize SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, decisions, deliverables, design, and management of the project.
- CONSULTANT shall implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by sub-CONSULTANTS and sub-contractors meets these quality control and quality assurance procedures prior to the issuance of all deliverables.
- CONSULTANT shall develop a traffic control plan, utilize traffic control devices and provide traffic control as necessary throughout the project. The traffic control plan shall be subject to approval by the authority having jurisdiction prior to commencing with work.
- The CONSULTANT shall be responsible for public notification as required in section 1.03 of the specifications in Exhibit H.

2. Manhole Survey

CONSULTANT shall conduct manhole surveys at various locations throughout the City's sanitary sewer collection system. A summary of the technical requirements for the field survey work is provided below. Further information on the survey requirements is provided in the specifications for specific work identified in this scope of services. The CONSULTANT and all associated sub-contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

- Before commencement of surveying activities, the survey crew shall daily "tie-in" to an existing benchmark with a documented location either by SCGS, NGS, or the local municipality or county. The benchmark used for each survey shall be noted in the survey submittal.
- Locate manholes within the project area and perform survey on each manhole to obtain:
 - Horizontal (X and Y) coordinates of the manhole rim
 - Elevations of the manhole rim, grade, manhole invert, and all incoming and outgoing pipe inverts
 - Diameters, general orientation, and materials of construction of all incoming and outgoing pipes
 - Digital photographs of the manhole as detailed in the specifications.
- Provide horizontal coordinates (X and Y) and elevations (Z) with survey-grade accuracy as described below:
 - All coordinates obtained will be provided in South Carolina State Plane Coordinates NAD 1983 (2011), International Feet (true state plane coordinates) and all elevations will be provided to the OWNER in NAVD '88 datum.

SS7581 Wastewater Collection System Manhole Survey

- All vertical data collected will be accurate to within 0.15' (fifteen-hundredths of a foot). The procedures outlined in the current Standards of Practice Manual for Land Surveying in South Carolina as published by SCLLR shall be used to achieve this degree of accuracy whether using GPS methods or differential leveling.
- All horizontal data collected will be accurate to within 0.5 feet.
- If pipe size and material cannot be accurately determined from surface inspection, man-entry into the manhole may be required. In lieu of man-entry, CONSULTANT may use alternative inspection methods such as use of a pole camera to determine pipe size and material. For the purposes of this scope of work, it is assumed that man-entry/alternative inspection methods will be required for approximately 5 percent of the manholes to be surveyed. See Specifications for requirements.
- CONSULTANT shall follow all manhole pipe connections that are 8-inches in diameter and greater. Do not assume that the City's boundary information is accurate. New manholes shall conform to the naming convention in the Specifications.
- Some manholes are not easily accessible via vehicle. The CONSULTANT shall be responsible for accessing the manholes which may involve work in wooded and rural areas. In addition, conventional survey techniques may be needed to collect information for these features. CONSULTANT is required to perform a field verification before initiating the work to determine if assistance from the City is needed to gain access.
- CONSULTANT shall have all required tools to open and access manholes (universal wrench, metal detector, probe rod, etc.)
- Requirements for Locating Manholes:
 - A field kick-off meeting with the City's Wastewater Management Department is mandatory and is meant to instruct the CONSULTANT on what degree of effort is expected in locating manholes. CONSULTANT should not rely on the accuracy of the City's GIS to locate manholes and may request additional information (as-builts, etc.) if necessary. Other field methods including interpolation and CCTV may be required. Every reasonable effort shall be made to locate all manholes. CONSULTANT is expected to uncover buried manholes to the extent reasonable, except those manholes that are buried by pavement. CONSULTANT shall maintain a complete spreadsheet list and GIS map with an aerial of the manholes that could not be found, along with reasoning and efforts used to attempt to locate the manhole. CONSULTANT shall submit the list and map to the City's project representative monthly.
 - For manholes that are determined to be buried more than 6-inches beneath the ground or those that are beneath pavement, the City may assist in uncovering the manhole. The time frame for this assistance is dependent on the City's schedule and level of availability. The City may require a meeting with the surveyor on-site. Once the manhole is located, the

SS7581 Wastewater Collection System Manhole Survey

CONSULTANT shall return to the site to perform survey/ inspection at no additional cost for remobilization

- If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the CONSULTANT should coordinate with the City on how to proceed. At a minimum the GIS data shall be updated to designate a different owner other than the City, as defined in the specifications. Prior to beginning work in a sub-basin, CONSULTANT shall review available GIS data for any assets labelled as Private and inquire about the need to survey these areas.
- At the completion of the field surveying activities within each project area, CONSULTANT shall prepare a surveyor's report containing quantity counts of the items surveyed and a narrative describing the survey procedures used. The final report shall be signed and sealed by a licensed land surveyor in the state of South Carolina.

3. Data Management and GIS Updates

Data management is an imperative aspect to this project. CONSULTANT shall use the data collected through manhole surveys to update the City's GIS geodatabase. Prior to the CONSULTANT commencing work in an area, the City will provide a copy of the most recent version of the sewer network assets in an Esri file geodatabase (10.x) format. The CONSULTANT shall update the sewer GIS data based on survey information collected during this project. The data management task shall include the following activities:

- Review of Existing Asset Information – The CONSULTANT shall review the GIS mapping provided. The City shall provide updated GIS files as changes are made to the data over the course of the project and the latest GIS files should always be used by the CONSULTANT.
- Data Compilation – The CONSULTANT shall maintain a single, combined set of surveyed points representing the manholes collected during the project by all survey teams. The combined file shall be maintained and updated as survey teams return to the office such that future data provided to the survey teams will show manholes that have been previously located.
- Data Quality Control Review – CONSULTANT shall utilize the City approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements indicated in the specifications. All feature-related problems or questions should be addressed in the COMMENTS field of the GIS feature.

4. Deliverables and Method of Payment

The CONSULTANT shall be paid for services described in the above requirements on a per-asset basis per the unit prices in Exhibit B. As a condition of payment, the CONSULTANT shall submit deliverables for completed survey within each sub-area as follows:

SS7581 Wastewater Collection System Manhole Survey

- Deliverables shall be submitted on a monthly basis.
- Deliverables shall include an Esri file geodatabase in 10.x format with all required fields updated and reviewed per the quality checks in the specifications, digital photos, surveyor's report (signed and sealed), and any additional supporting documentation for each manhole requested for payment.
- Deliverables shall include complete information (as listed above) for each manhole requested for payment.
- Deliverables shall be submitted in a digital format on two external hard/thumb drives per the specifications.

Each pay application must be accompanied by the proper supporting documentation as outlined in this scope of services and accompanying exhibits. At no time will payment be made to the CONSULTANT until all supporting documentation is received.

Pay applications shall be based on the number of manholes located and updated in GIS per month. The CONSULTANT will initially be paid 80% of the agreed upon unit cost for each manhole updated. The City will review each submittal provided by the CONSULTANT and notify the CONSULTANT of any deficiency found for correction and resubmittal. Once each submittal has been approved by the City, the CONSULTANT will be paid the remaining 20% of the unit cost agreed upon for each manhole. The City estimates that each submittal may take up to four weeks to review, however review times may vary.

Any manholes included in the contractor work summaries that are noted as Missing (cannot locate, cannot access, does not exist, etc.) will be paid 20 percent (20%) of the unit cost agreed upon for each manhole. These manholes will be paid according to the above payment schedule once the manhole has been found, surveyed, and data has been delivered to the City.

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ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

Submit

Submit

Weekly

Weekly

weekly

Weekly

weekly

Weekly

weekly

EXHIBIT C

COMPENSATION

City of Columbia
CIP # SS7581
Wastewater Collection System Manhole Survey

The work to be performed for field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes is billed on a unit cost. Compensation for services provided under this Scope of Services, as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$424,975. Table 1 summarizes the estimated cost for the project.

Table 1
Vaughn & Melton Fee Summary

Task	Description	Unit	Unit Cost	Quantity	Total
1	Manhole Survey, new basin	EA	\$98.00	3,200	\$313,600.00
2	Manhole Survey, previously unfound manholes	EA	\$100.00	0	\$0.00
3	CCTV	LF	\$1.50	67,500	\$101,250.00
4	Light – Medium Cleaning	LF	\$1.50	6,750	\$10,125.00
5					
6					
7					
8					
9					
10					
Total of Contract					\$424,975.00

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Construction Support Services, LLC 146508721 - 5ELB4	V014545	Survey & traffic control support	\$33, 998	8 %	MBE - SLBE	AM
Chao & Associates, Inc 189168735 - 3HMY5	V001545	Survey & traffic control support	\$16,999	4 %	MBE - CDBE	AM
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 50,997

TOTAL CONTRACT AMOUNT: \$ 424,975.00

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

Business Name: -Vaughn * Melton Consulting Engineers, Inc.

Representative Name/Title: Randall L. Stepp / Professional Land Surveyor & Regional Office Leader

Date: 11/30/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: Manhole Survey Final Agreement (6428 : SS7581 Wastewater Collection System Manhole Survey)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Construction Support Services, LLC

Company Name

1318 R L Coward Road Hopkins, SC, 29061-8678

Physical Address

1318 R L Coward Road

Mailing Address

Hopkins, SC, 29061-8678

City/State Zip Code + 4

(803) 776 - 9909

Phone number

(803) 776 - 2688

Fax number

Jay Joshi, PLS

Primary Contact Name

Bonnie Joshi

Secondary Contact Name

jsjoshi@constructionssupportsc.com

Primary Contact Email Address

bwjoshi@constructionssupportsc.com

Secondary Contact Email Address

57-1094906

Federal ID #

V014545

Vendor #

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

Chao & Associates, Inc

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, South Carolina 29210-4831

City/State Zip Code + 4

(803) 772 - 8420

Phone number

(803) 772 - 9120

Fax number

Jimmy C. Chao, PE

Primary Contact Name

Gerald Lee, PE

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

gerald@chaoinc.com

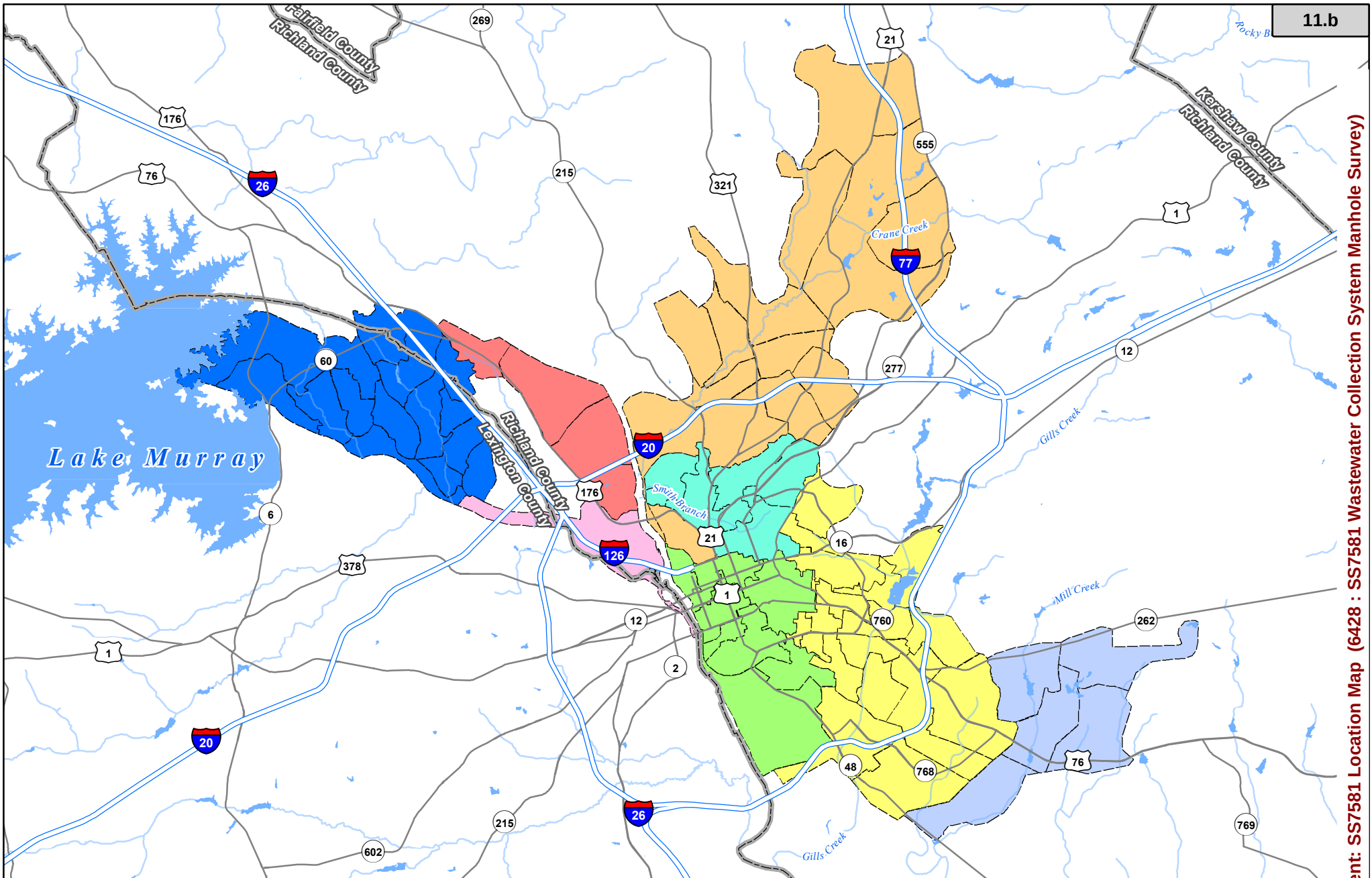
Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #



Clean Water 2020
 All Columbia's Green Years For Clean Water

We Are Columbia

CIP: 3/11/2019
 DW2020_Maps/Production_Maps/
 ProjectLocation: Map/CIP357304_MH_Survey

City Hall	Broad River	Rocky Branch
Metro WWTP	Crane Creek	Saluda River
	Gills Creek	Smith Branch
	Mill Creek	West Columbia

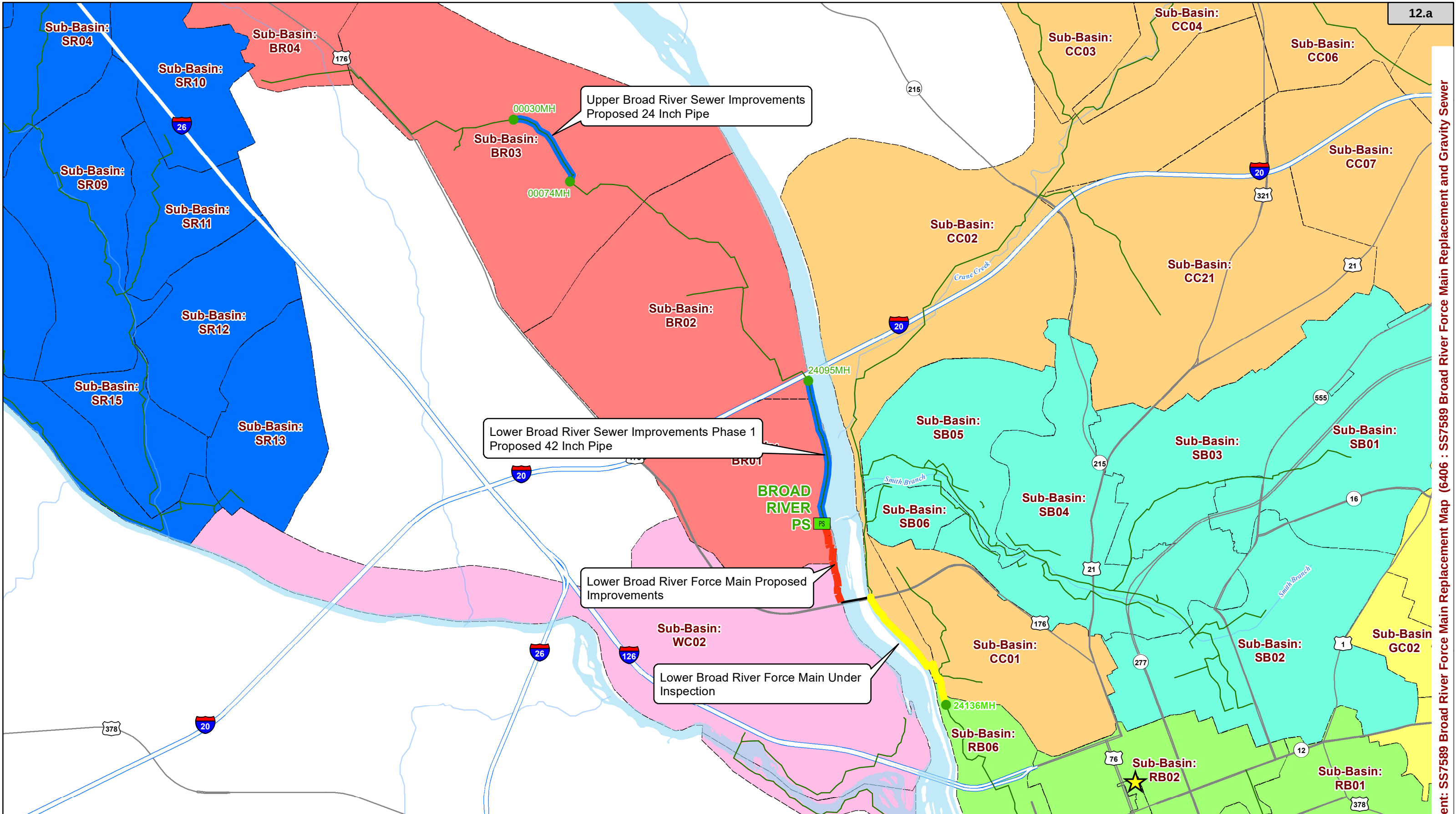
1 inch = 3 miles

 0 0.5 1 2 3 Miles

**SS7581 Wastewater
 Collection System
 Manhole Survey**

Prepared For: **Packet Pg. 150**

...nent: SS7581 Location Map (6428 : SS7581 Wastewater Collection System Manhole Survey)



CRP: August 21, 2020
Project Location: Maps\CIP\SS7454_BroadRiverForceMainAndGravitySewer

★ City Hall

● Important MHS

PS Pump Stations

Major Gravity Mains

Broad River Force Main

Proposed Gravity Sewer Line Improvement Project Area

SS7589 Proposed Fore Main Improvements

SS7589 Force Main Inspection

Broad River

Crane Creek

Gills Creek

Rocky Branch

Saluda River

Smith Branch

West Columbia

1 inch = 3,000 feet

0 750 1,500 3,000 4,500 Feet

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Enhancement

Prepared For: Cle

Packet Pg. 137

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category I Major Wastewater Collection System Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc., hereinafter referred to as the "Consultant"), to provide technical consulting support for a sewer line capacity enhancement project for the City of Columbia, SC.

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

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

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

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of three (3) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Eight Hundred Ninety-Three Thousand, Nine Hundred Forty-Three Dollars and No/100 (\$1,893,943.00).

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.

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	<u>22.72</u>	%
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/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%.

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

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of 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.

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

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;

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

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

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

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

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

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

Stantec Consulting Services, Inc.

Name: Rob Stout
Title: Senior Principal
Address: 1411 Gervais Street
Suite 325
Columbia, SC 29201
Phone: (704) 763-6654
Fax: (704) 329-0905
Email: rob.stout@stantec.com

16. **CONSENT DECREE**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly, or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts, and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

Stantec Consulting Services, Inc.

SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

Witness the parties’ respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/05/2021

STANTEC CONSULTING SERVICES, INC.

_____	_____	Date: _____
Print: Name/Title	Signature	

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Stantec Consulting Services, Inc.
SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7589
BROAD RIVER FORCE MAIN REPLACEMENT AND GRAVITY SEWER CAPACITY
IMPROVEMENTS

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including engineering services during design and construction for the project.

The Broad River Force Main Replacement and Gravity Sewer Capacity Improvements is part of the overall Clean Water 2020 program, which represents a significant investment to reduce sanitary sewer overflows and ultimately protect the safety and health of Columbia's citizens and protect the environment. This project will help achieve this goal by providing additional capacity and updated infrastructure along the Broad River and Columbia Canal and the parks and residents in the Broad River Basin. A Preliminary Engineering Report (PER) was developed by Stantec and accepted by the City under the original agreement and is considered 30% design. The PER resulted in the following primary elements to be included in further assessment/design as a part of this contract.

Part 1

Proposed Upper Broad River Sewer (UBRS)- Figure 1 illustrates the proposed UBRS (Alternative 4 in the PER), which includes 3,845 LF of new 24-inch sewer routed through the eastern end of a field closer to the pond shown beside Bert Friday Road, then paralleling the existing 8-inch sewer with 1,718 LF of new 24-inch sewer, as well as abandoning the existing 8-inch sewer in place. Referring again to Figure 1, this improvement includes connecting to an existing 15-inch sewer on the upstream end and connecting to a manhole labeled as 00074MH on the downstream end.

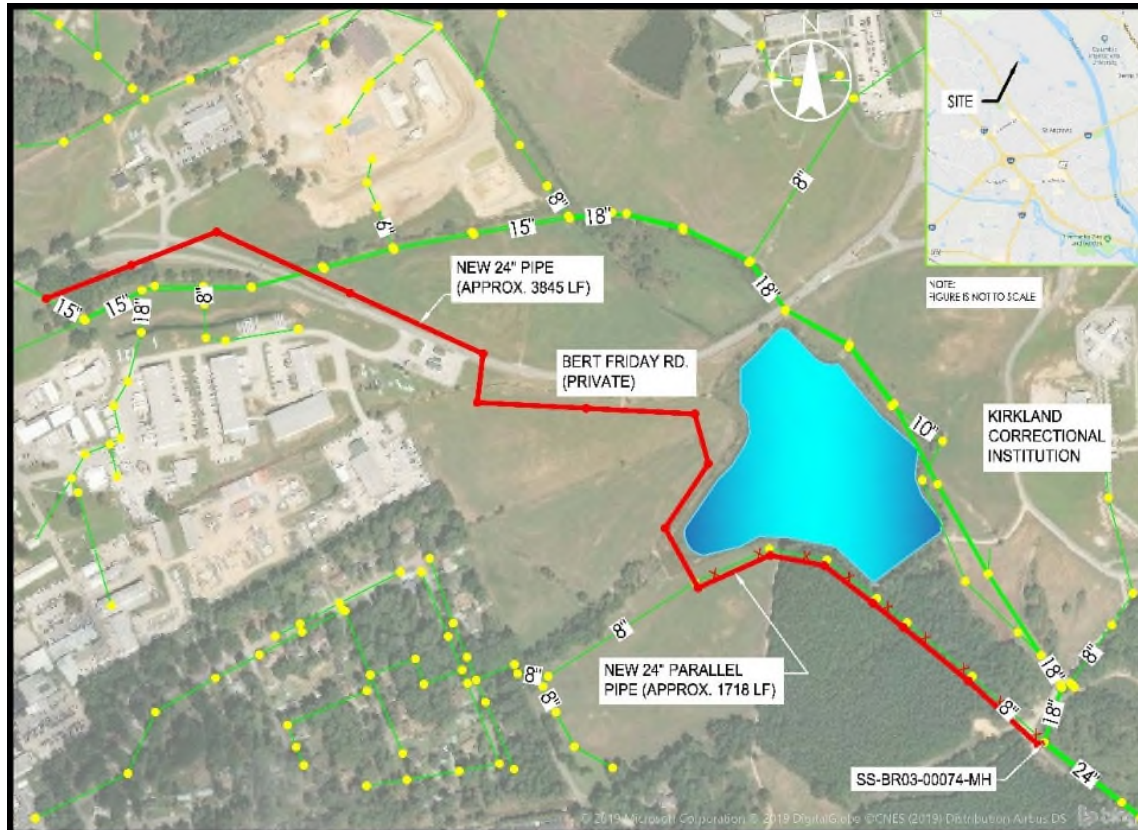


Figure 1

Part 2

Conversion of the current UBRS to the proposed Broad River Correctional Facility (BRCF) Sewer as shown in Figure 2. Improvements are within the limits of 00348MH on the upstream end to 00074MH on the downstream end.

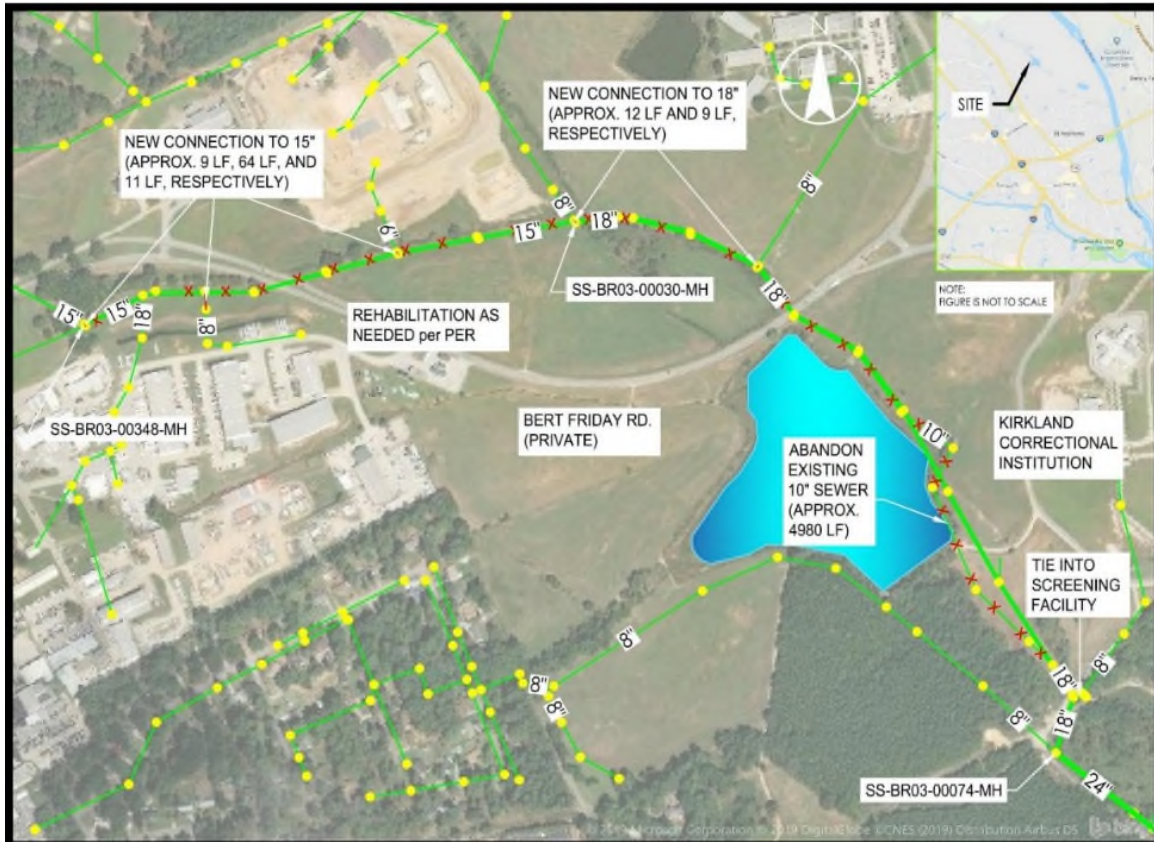


Figure 2

The design will include the following elements discussed in the PER:

- Clean the existing UBRS from 00348MH on the upstream end to 00074MH on the downstream end to address the various maintenance observations noted in the PER.
- Existing UBRS: Apply/install a structural coating/lining in manholes 00034MH, 00041MH, and 00045MH which had visible rebar and cracks to prevent further structural deterioration.
- Existing UBRS: Replace the section of pipe between manholes 00054MH and 00074MH.
- Existing UBRS: Line the pipe between manholes 00043MH and 00045MH.
- Existing UBRS: Replace section of pipe between manholes 00344MH and 00345MH as well as between manholes 00346MH and 00348MH to address the observed DIP tuberculation.
- Existing UBRS: Apply/install a structural coating/lining in manhole 00348MH to address the significant infiltration observed.
- As shown in Figure 2, several new connections will be required in order to transfer the existing BRCF flow from the existing 10-inch VCP sewer to the existing UBRS 15-inch

and 18-inch sewer. Further, the existing UBRS 18-inch sewer will be routed to the existing SCDOC bar screen and a meter will be added on the effluent of the existing SCDOC bar screen in order for the BRCF flow to be screened and metered before connecting to the City's proposed UBRS sewer (Part 1). Once the BRCF flow is successfully routed to the existing UBRS 15-inch and 18-inch sewer, the existing BRCF 10-inch VCP sewer will be abandoned.

Part 3

Proposed Lower Broad River Sewer (LBRS)- shown in Figure 3.

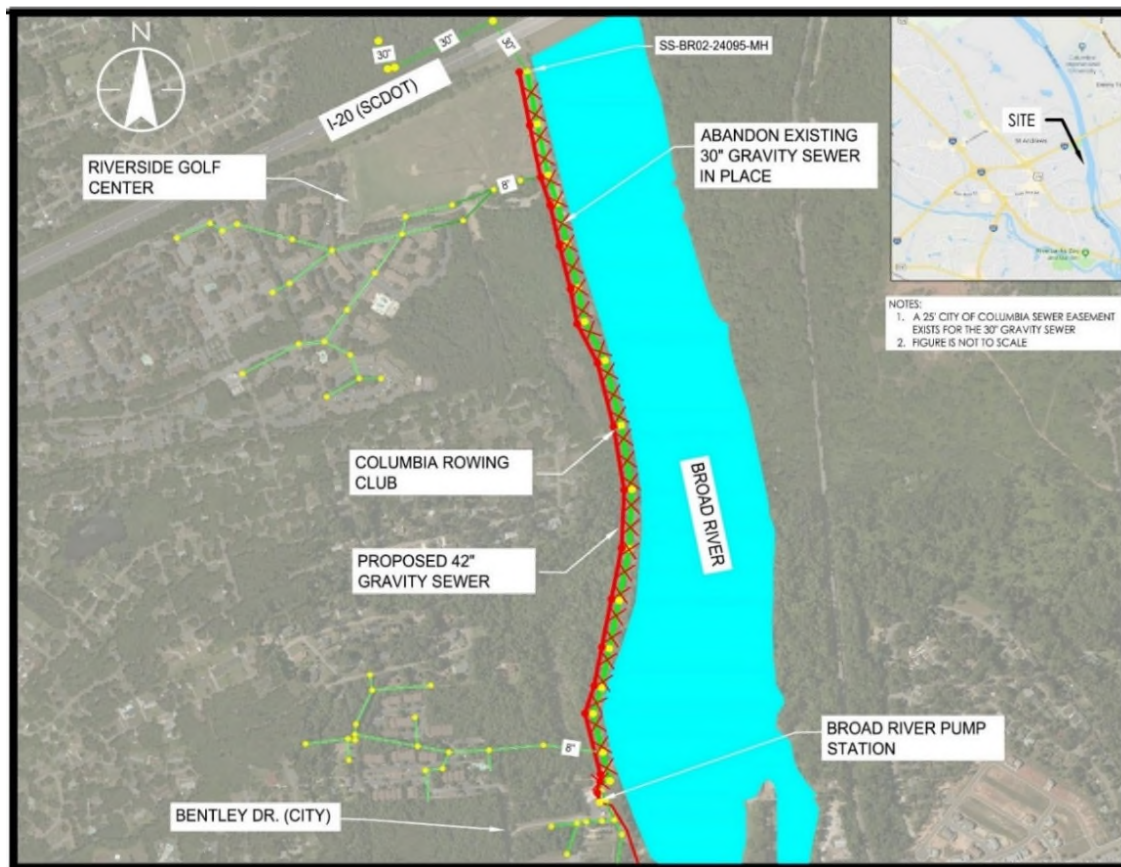


Figure 3

This alternative involves the installation of approximately 5,100 LF of new 42-inch PVC sewer between manhole 24095MH and the Broad River Pump Station, abandonment of the existing 30-inch sewer and demolition of the existing manholes.

Part 4

Proposed Section 1 of the Broad River Force Main is shown in Figure 4.

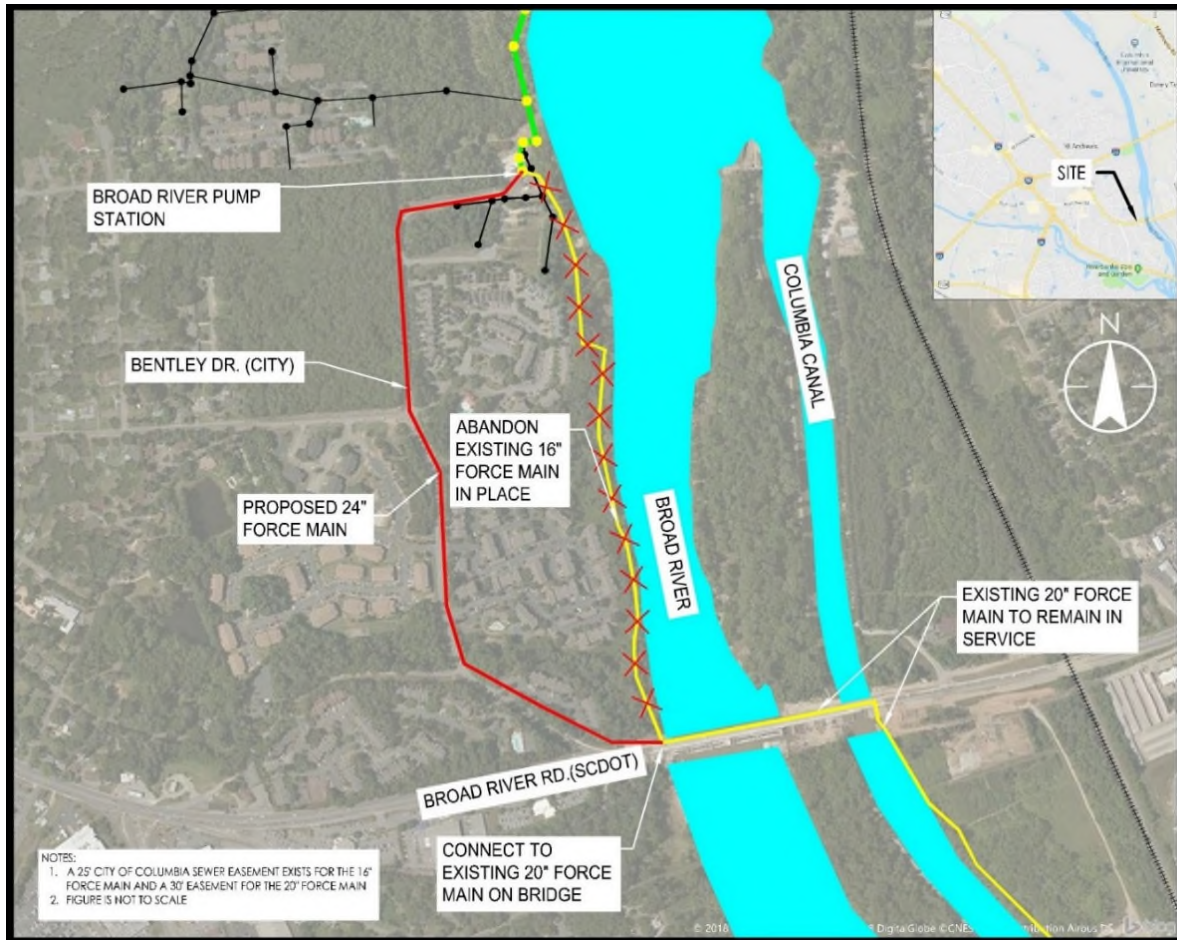


Figure 4

This section involves the installation of approximately 3,900 LF of new 24-inch DIP force main at a minimum depth of three (3) ft. It is expected that the proposed 24-inch force main can be connected to the existing 16-inch force main approximately five feet outside of the wetwell. This also includes the abandonment of the existing 16-inch force main. Open cut of Bentley Drive is assumed.

Part 5

Section 3 of the existing Broad River Force Main is shown in Figure 5 and includes the connection to the east end of the Broad River Bridge to the discharge manhole to the southeast.

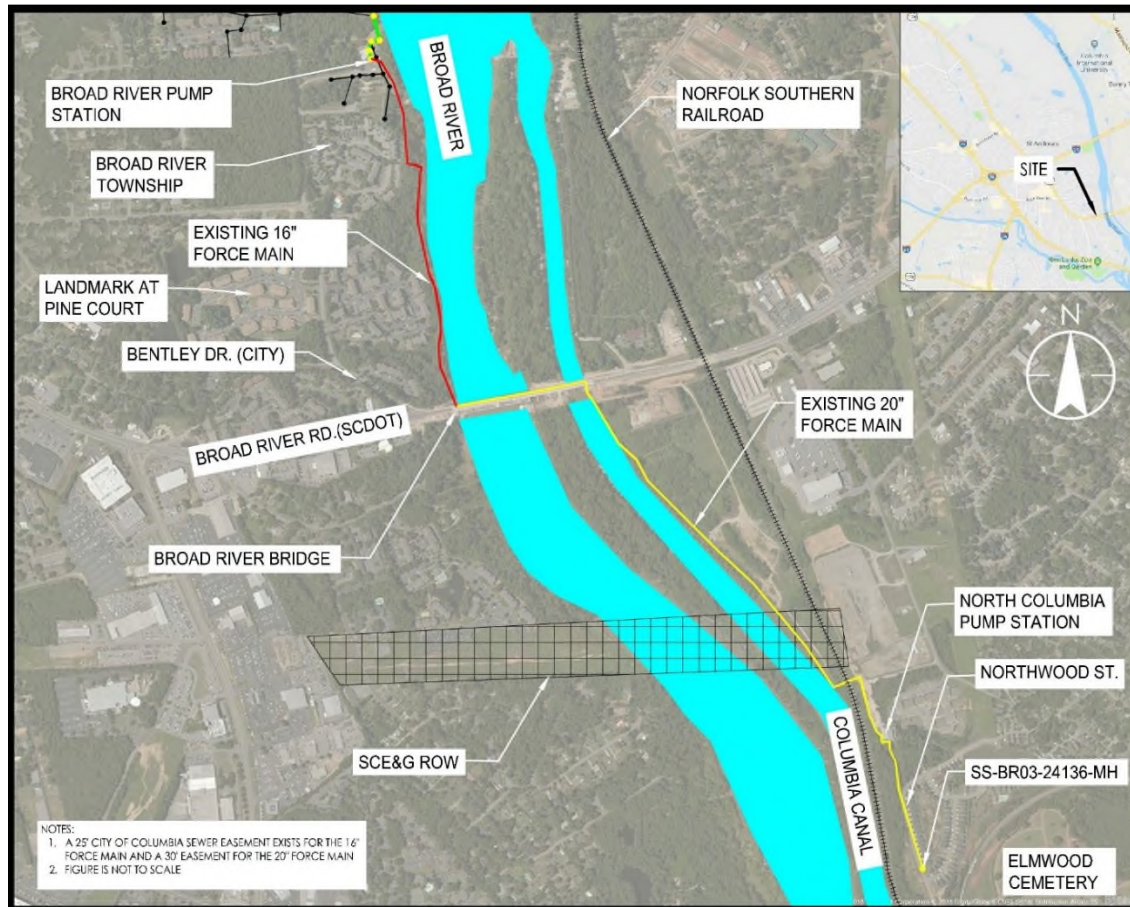


Figure 5

This section includes 4,800 lf of 20-inch DIP force main and analysis/condition assessment (no design) is included in the scope. The assessment includes two methods: the PICA Recon Sphere as a screening tool and Bracelet Probe testing for specific locations. The details of the PICA Recon Sphere and Bracelet Probe scope are included in Tasks 211-213.

Task Descriptions

In general, (Consultant) will provide the following scope of services:

- Public Relations
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also participate in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates as its Protégé.

Task 100: Design Phase Administration

Task 110: General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Submit and load to SharePoint a Work Summary spreadsheet that the CITY will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 700.

Task 120: Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Meetings include:

- A kickoff meeting at the beginning of the design portion of the project.
- A meeting to discuss the Project Plan Development (PPD) for the force main condition assessment.
- A meeting to discuss the findings of the PICA Recon Sphere condition assessment for Section 3 of the force main.
- A meeting to discuss the findings of the overall condition assessment for Section 3 of the force main.
- Monthly progress meetings through Task 700.

- Four coordination meetings with SCDOC (Task 140).
- Three coordination meetings with the owner of the Riverside Golf Course (Task 140).
- Two coordination meetings with Richland County regarding their parcel (Task 140).
- 60- and 90-percent review of design meetings (Task 570)
- Pre-Bid Meeting (Task 710)

Task 130: Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

Task 140: Public Outreach

Consultant will provide public relations for this project to include:

- Coordination with the SCDOC. Coordination and 4 meetings with the SCDOC relevant to the UBRS are included. This coordination also includes the existing UBRS which will be converted to the BRCF sewer as indicated in Figure 2. Time for attending the meetings is included in Task 120.
- Coordination with the owner of the Riverside Golf Course. Coordination and 3 meetings with the owner of the Riverside Golf Course regarding the LBRS location related to the owner's plans for the property. Time for attending the meetings is included in Task 120.
- Coordination with Richland County. Coordination and 2 meetings with Richland County representatives to discuss the location of the LBRS on the County's property. Time for attending the meetings is included in Task 120.

Task 150: Mentor-Protégé Program

Consultant and Chao and Associates will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."

- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200: Preliminary Planning, Investigation, Engineering and Alternative Analysis

The tasks under Task 200 (Task 211 through Task 215) apply solely to the field investigations and subsequent assessment/ analysis related to Section 3 of the force main, as noted in the introduction and shown in Figure 5. A description of the technologies that will be used are as follows:

Recon Sphere by PICA / Ingu solutions

This is an in-line detection technology, which will be primarily used to locate air pockets. Leaks may be detected but are not guaranteed. Some attributes are discussed below:

Function:	Free-floating, multi-sensor pipeline inspection with acoustic air pocket detection system
Type of asset to be inspected:	Pressurized pipelines
Working principle:	A spherical device with diameter of 2.2 in (1.5 in for very small pipelines) that can be used for multiple types of inspection. Air pocket detection is conducted through acoustic measurement, while the inclusion of Metal Magnetic Memory (MMM) technique allows for measurement of volumetric wall loss. MMM technique is inherently different than the widely used MFL technique as it is based on the measurement of self-magnetic flux leakage (SMFL) of ferromagnetic materials. The system is also equipped with high resolution pressure and temperature sensing and an inertial measurement unit (IMU) for position and isometry.
Benefits:	The system can provide pressure, temperature, and sound (for air pockets and potentially, leak detection). Due to its small size it can overcome any bend while determining the bend angle and radius.
Potential limitations:	This technology is fairly new in the market and most of applications are in the non-water sector such as oil & gas. However, the technology has been used successfully in about six water/wastewater projects in North America since inception (2017).

Additional information related to the PICA Recon Sphere:

- Does not require taking the pump station off-line.
- Will require continuous flow from the insertion point to the receiving manhole. This can be achieved by over-riding automatic switches in the pump station, allowing the fluid to

rise to the high level in the wetwell, then pumping. The flow can be supplemented by additional water supply, if necessary.

- The insertion point can include an air release valve along the force main or a check valve in the pump station (3-inch diameter needed for insertion).
- The following will be captured: Air pockets, pressure and temperature.
- Data is captured at 400 samples/second, so there should be no data “lost” as long as speed limits are not exceeded.
- The pipe should be under full pipe and flow conditions during the test. If pumps are cycling on/off, these will be seen as pressure spikes in the data.
- Can find air pockets via the acoustic log. Magnetic features such as valves and can be detected and can be graphed.
- In the field, air pockets noted in the acoustic log can be found by measuring the distance from magnetic features such as valves and get within 1-2 pipe lengths to identify area that can be scanned externally by bracelet probes to further detect issues.
- Two runs with two separate spheres will be needed to get redundant data and eliminate any false positives.
- Data processing normally lasts 2-3 weeks.

Bracelet Probe (PICA Corporation)

The Bracelet Probe provides high quality inspection data for a localized pipe section. It is an external test, and as such is performed without the need to take the pipe out of service. The section of pipe to be inspected is excavated and exposed, and inspection is performed externally.

Function:	External inspection probe to measure both internal and external wall loss due to corrosion
Type of asset to be inspected:	Pipes, vessels, tanks, fireproofing and insulation
Type of asset material:	DI, CI, steel
Pipe diameter requirement:	6 – 144 in
Scan rate:	12 ft/min depending on the thickness of pipe (10 inches wide scan path)
Working principle:	The device is an electromagnetic through-transmission-based probe encased in a flexible “Bracelet” to inspect a live pipe with or without insulation layer (up to 2 in insulation). The probe utilizes a low frequency electromagnetic field that penetrates through the pipe wall. Variations in the thickness of the pipe result in changes to the magnetic field, which is detected by the sensors in the probe.
Benefits:	▪ The portable probe is flexible to be used for many applications. ▪ Condition assessment can be done without removal of insulation or fireproofing. ▪ The assessment can also be done on live pipes with no interruption to pipeline operation. ▪ The probe can measure both internal and external wall loss, including pits, local and general wall loss . ▪ It can also detect Stress Concentrated Zones .

Potential limitations	▪ The scan speed depends on the pipe material and the wall thickness. ▪ This method is not for a long-range inspection. For extensive inspection, it is recommended to utilize a surveying tool to identify and prioritize critical segments. This probe then can be used for an in-depth spot checks on prioritized area.
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All force main condition assessments as a part of this scope shall be completed in their entirety. Impacts to the schedule due to the Engineer's or Engineer's subcontractor delays or issues in the field are not a basis for additional payment. No additional payment shall be made for completing the identified scope due to a force main break or other issues causing delays in the work completion, except for expenses due to the resulting repair delay, such as down time, travel, demobilization and remobilization. No additional costs will be considered by the City in the event that a force main failure occurs due to causes that are reasonably within the control of the Engineer or the Engineer's subcontractor. Should a break occur in the work, the Engineer shall restart work from where it left off at the time of the break to complete the scope of the work as defined.

Task 211: Pre-Force Main Condition Assessment Efforts

- Includes a coordination meeting at the beginning of the project with owner to discuss responsibilities of all parties, expected timeline and field activity duration, site access, operational requirements, public notifications (if needed), DHEC notifications, expected output from each technology, and permitting required.
- Also included in Task 211 is the preparation and submittal of a temporary creek crossing permit to the USACE for the creek between Stations 22+50 and 25+25. Preparation of the permit application will be one of the first tasks on the project. This will be necessary when conducting the Bracelet Probe portion of the project. Further, permission for access will be requested from Dominion Energy during this phase.
- Following the coordination meeting mentioned above, Stantec will prepare a Project Planning Document (PPD). Stantec will not proceed with field activities prior to receiving City approval. An additional meeting with the City is expected to present the PPD. The elements of the PPD are expected to include the following.
 - Responsibilities of all parties.
 - Time duration needed from all parties during the testing.
 - Expected schedule of field testing and data analysis. Preliminarily, the expectation is that PICA will install the sphere, perform the testing, retrieve the sphere, leave the site, analyze the data, and produce a report. Stantec will then present the information to the City and decide how to proceed. Performing localized inspections will require civil work to expose lines safely, and potentially crossing agreements, traffic plan, etc.
 - Soil resistivity testing plan.
 - Expected output from each technology.
 - Insertion and extraction locations of the PICA Recon Sphere.
 - Site access.
 - Public notifications.
 - Operational requirements such as flow and flow duration.
 - Temporary access easements needed.

- o Permitting and regulatory notifications.
- o Stantec will write a project-specific SSO response plan to complement the City's plan. Expected elements of Stantec's plan include:
 - Materials needed, as well as party responsible for the materials should there be a rupture.
 - Time of day expected for the construction activities. Can flow be minimized to reduce the consequence of failure?
 - City Operations staff to be on hand in the case of emergency.
 - Responsible party should a rupture occur. If a rupture is due to the compromised integrity of the pipe wall, then the City would be responsible for repairs and materials. If a rupture is due to the Contractor's negligence, then the Contractor will be responsible for the repairs and materials.

Task 212: Force Main Condition Assessment by PICA Recon Sphere

Deploy the PICA Recon Sphere as a screening tool.

- Expected parties to attend: City of Columbia (Operations at a minimum), Stantec, PICA. The duration and specific individuals necessary will be determined during the PPD exercise.
- Expect one day for field reconnaissance, and an additional day for condition assessment.
- Determine exact locations of potential entry points (air release valves or pump station valves) for the PICA Recon Sphere, and list those in order of preference. Since the PICA Recon Sphere is relatively small, no special access or construction will be required. PICA staff will insert and retrieve the spheres. Two runs with two separate spheres will be needed to get redundant data and eliminate any false positives.
- SCDHEC to be notified of the operation five days in advance.
- Stantec staff to be on-site during the inspection to record entry point, the process followed, time/date and other applicable information.
- Velocity and flow rate during testing will be important, therefore pumping rate and timing will need to be coordinated with City Operations staff.
- PICA staff will be stationed at the receiving manhole for retrieval.
- TM to be assembled by PICA. This will include methodology, results, conclusions, recommendations and appendices. The Engineer will provide an independent review of the quality of the data and the recommendations provided by PICA.
- Included is a meeting to present the results to the City and receive comments. Following the meeting, the group will decide on the appropriate subsequent task as outlined below. Stantec will not proceed with subsequent tasks unless approval by the City has been received.

Based on the results of Task 212, one of the following task options (Task 213 Option 1, 2 or 3) will be selected for further assessment. The fees associated with the three options will not be cumulative, since only one of these will be implemented.

Task 213-Option 1: Force Main Condition Assessment by Bracelet Probe

If no air pockets are identified in Task 212, confirm thicknesses at the two ‘high risk’ locations (Sta 22+50 and 25+25) on either side of the creek crossing (per Brown and Caldwell TM) with Bracelet Probe technology.

- Expected parties to attend: City of Columbia (Operations at a minimum), Stantec, Civil contractor, and PICA. The duration and specific individuals necessary will be determined during the PPD exercise.
- Five days are expected for this exercise, to provide access to the south side of the creek, excavation to expose the pipe, Bracelet Probe testing, backfilling, and restoration including removal of the temporary creek crossing.
- This task will require excavation, with an expected depth of 11’ to the bottom of the pipe at both locations (from as-built drawings). Contractor to provide traffic control, erosion control, excavation, dewatering, shoring, etc. as required, complying with OSHA Standards. Contractor to also provide site restoration including seeding. The expected access route for the construction equipment is within the Dominion Energy R/W for the northern side of the creek near Stations 22+50 and 25+25. Access to the southern side of this creek will need to be provided by a creek crossing, which will require a temporary crossing permit by the USACE. The preparation and submittal of this permit will be one of the first steps in the project, and the applicable fees are included in Task 211. Access permission will also be needed from Dominion Energy. Work will occur within the Dominion Energy R/W.
- SCDHEC to be notified of the operation five days in advance. The need to access the railroad R/W is not anticipated, as access can be accomplished via other routes. Further, any Bracelet Probe operations will need to take place outside of the railroad R/W.
- If wall loss is determined to be 25% or more based on the Bracelet Probe method, point repairs will be recommended. Repairs could include external repair that will not impact the operation of the force main. Repairs are not included in this scope. A third “control” location may be assessed to determine the need for full replacement, as opposed to local repairs.
- TM to be provided by PICA and reviewed by Stantec. This will include methodology, results, conclusions, recommendations and appendices.

Task 213-Option 2: Force Main Condition Assessment by Bracelet Probe

Based on Task 212, if multiple (greater than five) air pockets are detected, confirm with Bracelet Probe at 2 locations (not the high risk locations mentioned in Option 1) and if confirmed replace entire Section 3 of the force main.

- Expected parties to attend: City of Columbia (Operations at a minimum), Stantec, Civil contractor, and PICA. The duration and specific individuals necessary will be determined during the PPD exercise.
- Five days are expected for this exercise to provide access to the south side of the creek, excavation to expose the pipe, Bracelet Probe testing, backfilling, and restoration including removal of the temporary creek crossing.
- This task will require excavation, with an expected depth of up to 11’ to the bottom of the pipe at both locations (note that these locations will not be the two high risk locations at Stations 22+50 and 25+25) . Contractor to provide traffic control, erosion control, excavation, dewatering, shoring, etc. as required, complying with OSHA Standards.

Contractor to also provide site restoration including seeding. The expected access route for the construction equipment is within the Dominion Energy R/W for the northern side of the creek near Station 22+50. Access to the southern side of this creek will need to be provided by a creek crossing, which will require a temporary crossing permit by the USACE. The preparation and submittal of this permit will be one of the first steps in the project, and the applicable fees are included in Task 211. Access permission will also be needed from Dominion Energy. Work will occur within the Dominion Energy R/W.

- SCDHEC to be notified of the operation five days in advance. The need to access the railroad R/W is not anticipated, as access can be accomplished via other routes. Further, any Bracelet Probe operations will need to take place outside of the railroad R/W.
- TM to be provided by PICA and reviewed by Stantec. This will include methodology, results, conclusions, recommendations and appendices.

Task 213-Option 3: Force Main Condition Assessment by Bracelet Probe

Based on Task 212, if five or fewer air pockets are detected, confirm at each location (not the high-risk locations mentioned in Option 1) using Bracelet Probe and recommend local repairs.

- Expected parties to attend: City of Columbia (Operations at a minimum), Stantec, Civil contractor, and PICA. The duration and specific individuals necessary will be determined during the PPD exercise.
- Ten days are expected for this exercise to provide access to the south side of the creek, excavation to expose the pipe, Bracelet Probe testing, backfilling, and restoration including removal of the temporary creek crossing.
- This task will require excavation, with an expected depth of up to 11' to the bottom of the pipe at each location (note that these locations will not be the two high risk locations at Stations 22+50 and 25+25) . Contractor to provide traffic control, erosion control, excavation, dewatering, shoring, etc. as required, complying with OSHA Standards. Contractor to also provide site restoration including seeding. The expected access route for the construction equipment is within the Dominion Energy R/W for the northern side of the creek near Station 22+50. Access to the southern side of this creek will need to be provided by a creek crossing, which will require a temporary crossing permit by the USACE. The preparation and submittal of this permit will be one of the first steps in the project, and the applicable fees are included in Task 211. Access permission will also be needed from Dominion Energy. Work will occur within the Dominion Energy R/W.
- SCDHEC to be notified of the operation five days in advance. The need to access the railroad R/W is not anticipated, as access can be accomplished via other routes. Further, any Bracelet Probe operations will need to take place outside of the railroad R/W.
- If wall loss is determined to be 25% or more based on the Bracelet Probe method, point repairs will be recommended. Repairs could include external repair that will not impact the operation of the force main. Repairs are not included in this scope.
- TM to be provided by PICA and reviewed by Stantec. This will include methodology, results, conclusions, recommendations and appendices.

Based on the results, Stantec to provide the City updated GIS information indicating the condition assessed using the Bracelet Probes. The PICA Recon Sphere is not expected to be accurate enough to provide exact location of bends, etc.

Task 214: Soil Resistivity Testing

To determine the potential corrosivity of the soil, a total of fifteen (15) soil boring tests (SBT) are proposed for this phase of the project. The SBT will extend to depths of 8 feet below the existing surface to the bottom of proposed pipe or auger refusal. Rock coring is not included in the scope of work. An estimated total of 120 linear feet of drilling is proposed for this project. Auger probing in conjunction with sampling from cuttings will be performed in each soil boring. The soil samples will be individually bagged at each test depth. The soil samples obtained during subsurface exploration will be returned to the laboratory for corrosion potential testing.

Laboratory testing will consist of soil resistivity, pH, oxidation-reduction (Redox) potential, sulfide, and moisture testing.

Task 215: Force Main Condition Assessment Results Presentation and Report

Includes a meeting with the City to present results and recommendations related to the force main condition assessment, as well as addressing comments and making final recommendations. The presentation will be a summary TM prepared by Stantec and will include the following:

- Overview of the need for condition assessment and the technologies deployed, as well as justification for the use of the selected technologies.
- Summarize results from the tests.
- Recommendations for rehabilitation/future condition assessment/replacement.
- GIS information gathered from the Bracelet Probe testing.
- PICA Recon Sphere and Bracelet Probe TMs (prepared by PICA) will be included in the Appendices.

TASK 300 – Survey and Utility Mapping/Wetland Delineation

Field investigations for the alignments discussed previously in Parts 1-4 shall be conducted in support of plan preparation and final design.

Task 310: Field Survey

- Parts 1, 3 and 4 discussed in the introduction: This scope assumes 5,600 linear feet of proposed 24-inch gravity sewer, 5,100 linear feet of proposed 42-inch gravity sewer and 3,900 linear feet of proposed 24-inch force main will be surveyed.
- Part 2 discussed in the introduction: Regarding the existing UBRS and BRCF sewers, confirm inverts, rim elevations and pipe sizes of these sewers and all connecting sewers at least one manhole upstream from the connection to the existing UBRS and BRCF sewers.
- Consultant shall coordinate with CITY to send survey notification letters for permission to survey. Consultant to provide a list of addresses and property owners of all parcels requiring access for survey and other anticipated work during the design such as geotechnical, wetlands delineation etc.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 100-foot wide corridor of the proposed pipeline alignments. Wetland delineation will also be provided along the 100-foot wide corridor (in a separate task); field surveying to pick up flagging, etc. provided from wetland delineation efforts.
- All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed water lines, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.

- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 100- foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

Task 320: Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, and prepare all easement exhibits for all required permanent and temporary easements that will be required to construct the proposed gravity sewer and force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing ten (10) easement exhibits, which includes UBRs, LBRs, Section 1 of the force main, and expected access needed. An amendment will be issued if additional easement exhibits are required.

Task 330: Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey through Subsurface Utility Engineering (SUE). Also, a minimum of ten (10) Test Holes are included in the cost of the project to determine utility depths. Areas expected to require SUE and test holes include Bert Friday Road on the Broad River Correctional Facility property and Bentley Drive/Broad River Road for Section 1 of the force main. The overall expected length will be 5,300 feet of corridor primarily along the roadways mentioned above. SUE efforts will determine locations of underground utilities such as water, gas, fiber optic, telephone, and electric.

Task 340: Wetland Delineation

- Consultant shall locate wetlands, using a professional wetland scientist, within a 100-foot corridor along the proposed sewer alignment.
- "Waters of the United States", including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within 50 feet of the proposed lift station in the field with sequentially numbered

survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.

- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation

TASK 400: Geotechnical Investigation

Task 410: Field Investigation

- Consultant will use Capstone Civil Group for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to thirty (30) borings at an average depth of 15 feet will be performed along the selected routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings per each “bore & jack” location is required.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to two rock core samples are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results

of the evaluation that details the results of the testing performed. The report will include the following:

- o Computer generated boring logs with soil stratification based on visual soil classification
- o Summarized laboratory data
- o Groundwater levels observed during and after completion drilling
- o Boring location plan
- o Subsurface exploration procedures
- o Encountered soils conditions
- o Subgrade preparation/earthwork recommendations including minimum relative density requirements
- o Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

Task 510: Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

Task 520: Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

Task 540: Project Plans and Specifications

- This scope assumes 5,600 linear feet of 24-inch gravity sewer, 5,100 linear feet of 42-inch gravity sewer and 3,900 linear feet of 24-inch force main will be designed, and the existing 30-inch gravity sewer and the existing 16-inch and 20-inch force main will be removed or abandoned (Parts 1, 3 and 4). Also included are the various improvements associated with the proposed BRCF sewer, discussed in the introduction (Part 2).
- 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:

- o Detailed plan and profile drawings on 24" x 36" plan sheets, H (1" = 40'), V (1" = 4') scale.
- o Relevant features impacting construction as located by the survey.
- o Design and construction details.
- o Sediment and erosion control details.
- o Relevant environmental features.
- o Traffic control plans.
- o Existing pipe demolition/abandonment as needed
- o By-pass pumping plan as needed
- o Specifications coordinated with the CITY'S standard contract documents.
- o Special conditions related to permit requirements and easement requirements.
- o Material specifications including minimum installation requirements.
- o CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

Task 550: Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - o South Carolina Department of Health and Environmental Control
 - o U.S. Army Corps of Engineers – Wetlands
 - o City of Columbia – Streets Division
 - o City of Columbia – Stormwater
 - o South Carolina Department of Transportation
 - o Richland County- Streets
 - o Richland County- Stormwater

Task 560: Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. 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.

Task 570: Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

Task 610: Property and Right-of-Way Assistance

- Easements – Refer to Task 320.
- The Consultant will rely on Richland and or Lexington County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement exhibits shall be submitted to the City following approval of the alignment at the 60-percent phase. Any rework of easement plats prior to the completion and approval of the 60-percent phase will be at no cost to the City.

Task 620: Permits

- Construction Permit: Upon CITY/COUNTY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.

- **Wetlands Permit:** This scope assumes wetland delineation and mitigation will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.
- **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 ninety (90%) percent completion 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.
- **Railroad Permits:** This scope does not include railroad encroachment permits.

Task 630: Permit Application Fees

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$3,250 of permit fees are anticipated. The estimated fees for permits are as follows:
 - o SCDHEC Construction Permit - \$200
 - o Stormwater Permit and Inspection Fees- \$300 plus \$50 per month for inspections. Assume 15-month construction period, total = \$1,050.
 - o Other: \$2,000.
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

TASK 700 – Bidding and Award

Task 710: Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 720: Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

Task 730: Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

Task 810: General Administration of Construction Contract

- This scope assumes 5,600 linear feet of 24-inch gravity sewer, 5,100 linear feet of 42-inch gravity sewer and 3,900 linear feet of 24--inch force main will be constructed, and the existing 30-inch gravity sewer and the existing 16-inch and 20-inch force main will be removed or abandoned. Also included are the various improvements associated with the proposed BRCF sewer, discussed in the introduction. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the project will be fourteen (14) months (420 days) for substantial completion and thirty (30) days for final completion, therefore a total construction duration of 450 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, 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.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative 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 Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - Consultant will use the SharePoint document control system provided by 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, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all 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.

- o Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
- o These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- o One (1) pre-construction meeting and fifteen (15) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

Task 820: Submittal & Pay Application Review

- 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.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- 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 all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 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.
- 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.

Task 830: Change Management

- 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 Consultant 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.

Task 840: Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- 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 substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

Task 850: Periodic Construction Observation

- 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. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - Eight (8) hours per week for the construction duration.
 - This scope includes site visits for fifteen (15) months (64 weeks) by the Project Engineer. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's

actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

This scope includes an estimated 40 hours per week for 56 weeks plus 20 hours per week for 4 weeks (the last month) for a maximum of 2,320 hours at an hourly rate of \$110 for the Project Representative. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings
 - Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.
- Liaison
 - Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
 - Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
 - Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
 - The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
 - Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
 - The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.
- Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.
- Records
 - Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Reports
 - Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
 - Report immediately to the CITY upon the occurrence of any accident.
- Completion
 - Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
 - Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

TASK 1000 – Project Closeout

Task 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 and loaded to SharePoint.

Task 1020: Punch List and Final Inspection

- See Task 840 of this agreement.

Task 1030: O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

Task 1040: Digital Information Submittals

- 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.

Task 1050: 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.

TASK 1100 – Additional Services

Task 1110: General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional gravity sewer and force main replacement above the total 14,600 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement
- Design services related to the third segment of the force main over and beyond the testing services described in Task 200. During the course of investigations, due to potential for encountering conditions suggesting imminent pipe failures, there may arise a need to immediately pursue design activities. In support of the Owner pursuing the acquisition or contracting of design activities, the development of preliminary engineering parameters, or a Basis of Design Report may be authorized by the Owner as an additional service.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

Assumptions and Exclusions

Beyond the assumptions and exclusions mentioned previously, these are:

1. Basin modeling and pipe sizing are not included.
2. Bypass pumping design is not included, however Stantec will include items like flow rates and downtimes. Bypass pumping will be included in a performance specification.
3. Private utilities- services do not include design of private utilities to be relocated.
4. Stantec is not responsible for investigations or design in relation to temporary works (including laydown/storage areas, works required during construction, testing and commissioning, temporary supply services during cut-ins). However, design will include parameters based on discussions with the City such as shut-down ability and available downtime.
5. Odor control and corrosion control design services are not included.
6. Restoration is limited to grass and/or sod along the construction limits. Landscaping design is not included.
7. Permitting fees are included in Task 630. Stantec will pay permitting fees and be reimbursed by the City.
8. Improvements to the Broad River Pump Station are not included.
9. Design of Section 3 of the force main is not included.
10. Stantec and its subcontractors are not responsible for operating any of the City's assets (ex. valves, pumps).
11. No clearing is anticipated for the field activities related to the PICA Recon Sphere. Light clearing (grass and brush) by the Civil Contractor has been included for existing easement to gain access to the locations where Bracelet Probe inspections will take place. Further, it is assumed that the Civil Contractor will not need to cross the railroad tracks or need access the railroad right-of-way. Last, it is assumed that the work will be performed during dry conditions.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner. Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Provide operations staff to assist in the Section 3 force main condition assessment as described in Tasks 211 through 215.

EXHIBIT B**City of Columbia****CIP # SS7589****BROAD RIVER FORCE MAIN REPLACEMENT AND GRAVITY SEWER CAPACITY
IMPROVEMENTS****Schedule – Gantt Chart**

Exhibit C- SS7589 Design Services Schedule

12.b

Attachment: Final Agreement.SS7589 (6406 : SS7589 Broad River Force Main Replacement and Gravity

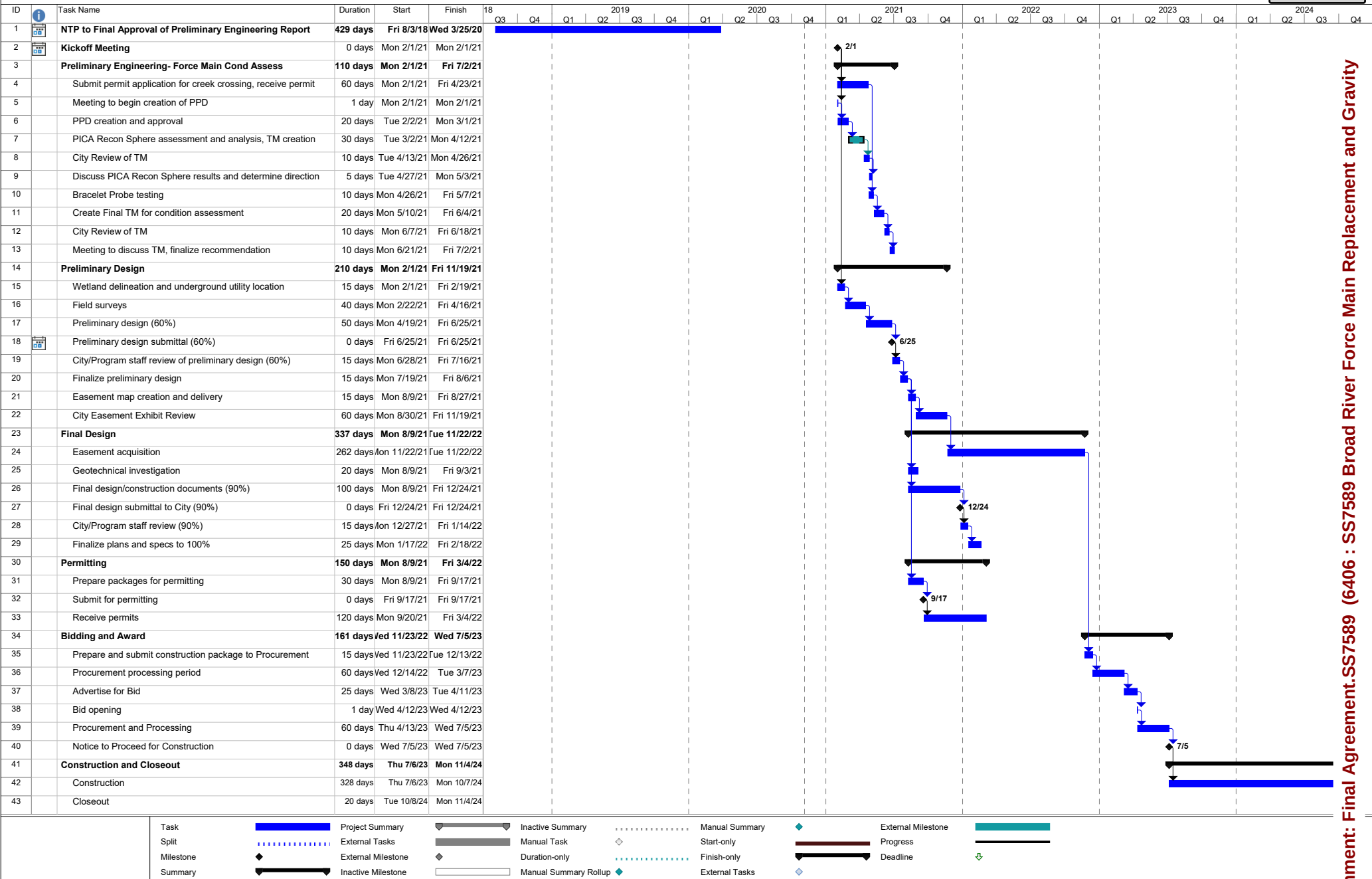


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7589
BROAD RIVER FORCE MAIN REPLACEMENT AND GRAVITY SEWER CAPACITY IMPROVEMENTS

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,893,943.00. This includes \$1,404,477.00 of lump sum tasks, as well as \$489,466.00 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Fee Type	Subconsultants	Current Contract
100	Evaluation and Design Phase Administration	Lump Sum	None	\$185,990
200 (not including subtask 213)	Preliminary Planning, Investigation, Engineering and Alternative Analysis	Lump Sum	Capstone (\$16,238), PICA (\$30,000)	\$111,369
213	Force Main Condition Assessment by Bracelet Probe	Not to Exceed	McClam (\$18,300), PICA (\$44,000)	\$87,244
300	Survey and Utility Mapping / Wetland Delineation	Lump Sum	Chao (\$163,550)	\$204,959
400	Geotechnical Field Investigation	Not to Exceed	Capstone (\$35,187)	\$43,772
500	Final Design	Lump Sum	None	\$522,734
600 (not including subtask 630)	Permits and Property	Lump Sum	None	\$72,033
630	Permit Application Fees	Not-to-Exceed	None	\$3,250
700	Bidding and Award	Lump Sum	None	\$11,660
800	Engineering Services During Construction	Lump Sum	None	\$271,412
900	Full-Time Construction Observation	Hourly Not-to-Exceed	Chao (\$215,239)	\$255,200
1000	Project Closeout	Lump Sum	None	\$24,320
1100	Additional Services	Not to Exceed	None	\$100,000
Total				\$1,893,943

% of Contract to Subconsultants	27.60%
% of Contract to Protégé	20.00%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Stantec will not charge a markup on subconsultant fees. Following are hourly rates by position:

Project Manager- \$219

CADD- \$127

Project Engineer- \$167

Engineering Intern- \$137

Admin- \$122

Condition Assessment Expert- \$219

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Chao and Associates, Inc.	V001545	Surveying and construction inspection	\$378,789	20.00 %	SBE	AM
Capstone Civil Group, Inc.	N/A	Geotechnical Exploration	\$51,425	2.72 %	MBE, SBE	BM
PICA Corp	N/A	Force Main Condition Assessment	\$74,000	3.91 %	N/A	N/A
McClam and Associates	N/A	Civil Grading	\$18,300	0.97 %	N/A	N/A
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 522,514

TOTAL CONTRACT AMOUNT: \$ 1,893,943

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

Business Name: - Stantec Consulting Services, Inc

Representative Name/Title: Rob Stout, Senior Principal

Date: 11/3/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: Final Agreement.SS7589 (6406 : SS7589 Broad River Force Main Replacement and Gravity Sewer Capacity Improvements)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Chao and Associates

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC 29710

City/State Zip Code + 4

(803) 772-8420

Phone number

() N/A

Fax number

Gerald Lee

Primary Contact Name

Hao-Ming Chen

Secondary Contact Name

geraldl@chaoinc.com

Primary Contact Email Address

haoming@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #

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

Capstone Civil Group, Inc

Company Name

4107-F Rose Lake Drive, Charlotte, NC 28217

Physical Address

PO Box 44434, Charlotte, NC 28215

Mailing Address

See above

City/State Zip Code + 4

(980) 722-4194

Phone number

(980) 422-0206

Fax number

Charles Brown

Primary Contact Name

Wanda Waite

Secondary Contact Name

cbrown@capstonecivilcompanies

Primary Contact Email Address

lwaite@capstonecivilcompanies.com

Secondary Contact Email Address

47-5409307

Federal ID #

N/A

Vendor #

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

PICA Corporation

Company Name

4909-75 Avenue, Edmonton, Alberta, Canada, T6B-2S3

Physical Address

Same

Mailing Address

City/State Zip Code + 4

(800) 661-0127

Phone number

(780) 462-9378

Fax number

Kris Embry

Primary Contact Name

Dave Russell

Secondary Contact Name

kembry@picacorp.com

Primary Contact Email Address

drussell@picacorp.com

Secondary Contact Email Address

742672459

Federal ID #

Vendor #

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

McClam and Associates

Company Name

1642 Holy Trinity Church Road, Little Mountain, SC 29075

Physical Address

Same as above

Mailing Address

City/State Zip Code + 4

(803) 345-9194

Phone number

(803) 345-5362

Fax number

Wayne Bye

Primary Contact Name

Jesse McClam

Secondary Contact Name

cwbye@mcclam.net

Primary Contact Email Address

jmclam@mcclam.net

Secondary Contact Email Address

57-0672748

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 #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/6/2020

Total Project Contract Amount: \$1,893,943.00

Project Name: Broad River Force Main Replacement and Gravity Sewer Capacity Improvement

Mentor Amount: \$1,515,154.00

Mentor % of Total Contract: 80.00%

Project #: SS7589

Protégé Amount: \$378,789.00

Mentor: Stantec

Protégé % of Total Contract: 20.00%

Protégé: Chao & Associates

Duration of the Project: 45 months

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

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

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

Protégé will be a subconsultant to Stantec. Protégé will handle surveying and construction inspection needs.

- 2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?**

Protégé's scope will continue to involve them in large wastewater conveyance projects.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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

We will have monthly meetings to discuss progress and involvement of Protégé.

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

Mentor: No special arrangements/equipment will be needed.

Rob Stout- PM

Stephanie Holloman- Project Technical Lead

Ken Robinson- Design Engineer

Erez Allouche- Condition Assessment Lead

Stantec will comply with insurance requirements required by the City.

Protégé:

Gerald Lee- Protégé services lead

Aaron Brooks- Lead Surveyor

Haoming Chen- Construction admin/inspection

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Capstone Civil Group	Stantec	Stantec
McClam Construction	Stantec	Stantec
PICA Corp	Stantec	Stantec

Special Arrangements:

None



CITY OF COLUMBIA

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Phone: 803-545-4185

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project: Overall project management, design, permitting and construction admin

b. Description of Protégé responsibilities on project: surveying and construction inspection

c. Description of responsibilities that will be completed as a team: the surveying process and construction oversight

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

Preliminary Design- 6 months- Protégé involved here

Final Design- 17 months

Permitting- 8 months

Bidding and Award- 8 months

Construction- 18 months- Protégé involved here

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Monthly meetings and interim meetings as needed

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

Monthly invoicing is expected to continue throughout the project, since Chao's final task is construction inspection.

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Stantec Consulting Services, Inc. (Mentor Firm) this day of November 6 2020.
Corporate SEAL

By: Rob Stout *Rob Stout*
Title: Senior Principal
Firm Name: Stantec Consulting Services, Inc.



ATTEST:
By: Ken Robinson *Ken Robinson*
Title: Senior Associate

EXECUTED by Chao and Associates, Inc. (Protégé Firm) this day of November 9 2020.
Corporate SEAL

By: C. Jimmy Chao *C. Jimmy Chao*
Title: President
Firm Name: Chao and Associates, Inc.



ATTEST:
By: Gerald Lee *Gerald Lee*
Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 13 day of November 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator

Contract

City of Columbia, South Carolina

SS6966

Sanitary Sewer Pipe Rehabilitation

BID003-20-21-CE CDBE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **McClam & Associates Inc.**, with legal address and principal place of business at **1642 Holy Trinity Church Rd. Little Mountain, SC 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by June 30, 2021.

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 **Six Million One Hundred Thirty-Two Thousand Seven Hundred Forty-Five Dollars and Zero Cents (\$6,132,745.00)**.

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.

Attachment: Contract approved by Legal (6403 : SS6966 Sanitary Sewer Pipe Rehabilitation CDBE)

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 20 "Specifications for Sodding, Fertilizing and Seeding".

9.2.7 Sanitary Sewer Pipe Rehabilitation System Overview Map.

9.2.8 Sanitary Sewer Pipe Rehabilitation Project Manual.

9.2.9 Sanitary Sewer Pipe Rehabilitation Specifications.

9.2.10 Addenda number 1 and 2, inclusive

9.2.11 The Columbia Disadvantaged Business Enterprise (CDBE) Policy.

9.2.12 The Local Business Enterprise (LBE) Policy.

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit

or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Space Intentionally Left Blank

Attachment: Contract approved by Legal (6403 : SS6966 Sanitary Sewer Pipe Rehabilitation CDBE)

Contractor
McClam & Associates, Inc.

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6403 : SS6966 Sanitary Sewer Pipe Rehabilitation CDBE)

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
BC Cannon Company, Inc.		Traffic Control	\$158,800.00	2.6 %	WBE	FB
BLD Services, LLC		Lateral CIPP Cleanouts Lateral CCTV	\$857,500.00	14.0 %		
Donald J. Smith, Inc.		Survey GIS	\$3,500.00	0.1 %		
Pipe Pros		CCTV/Cleaning	\$628,625.00	10.3 %		
LA Barrier & Son, Inc.		Hauling Stone	\$88,405.90	1.4 %	WBE CDBE	FB
Sloan Construction Company, Inc.		Asphalt Mill & Resurfacing	\$27,100.00	0.4 %		

Key: Minority/Women Owned Business Enterprise Association Code

AF -- Asian American Female
BM -- African American Male
HM -- Hispanic American Male

AM -- Asian American Male
FB -- Non-Minority Female Owned
NF -- Native American Female

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

COMBINED TOTAL SUB AMOUNT: \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
AM Liner East, Inc.		CIPP	\$2,080,400.00	33.9 %		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

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

COMBINED TOTAL SUB AMOUNT: \$ 3,844,330.90

TOTAL CONTRACT AMOUNT: \$ 6,132,745.00

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

Business Name: McClam & Associates, Inc.

Representative Name/Title: Jesse McClam / Project Manager

Date: 8/14/2020

Event Number	BID003-20-21-CE Addendum 2	Organization	City of Columbia, SC
Event Title	Sanitary Sewer Pipe Rehabilitation (SS6966)	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	7/14/2020 04:33:16 PM (ET)	Phone	(803) 545-3476
Close Date	8/14/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
mcclam & associates inc	little mountain	SC	8/14/2020 10:40:47 AM (ET)	1	\$6,132,745.00
Vortex Services, LLC.	Greenville	SC	8/14/2020 10:14:54 AM (ET)	1	\$6,397,103.00
North American Pipeline Management, Inc.	Marietta	GA	8/14/2020 10:30:58 AM (ET)	1	\$7,053,469.00
IPR Southeast LLC (Allyson Jones)	Stone Mountain	GA	8/14/2020 09:17:07 AM (ET)	1	\$7,333,475.00
CaJenn Construction & Rehabilitation Services Inc.	Hoboken	GA	8/14/2020 10:38:09 AM (ET)	1	\$7,366,950.00
Granite Inliner, LLC	Tucker	GA	8/14/2020 10:24:05 AM (ET)	1	\$8,049,600.00

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
Latonya Germany, Program Compliance Specialist

FROM: Ciera Ellis, Contract Specialist I
Department of Procurement and Contracts

DATE: December 11, 2020

SUBJECT: PROJECT: BID003-20-21-CE Sanitary Sewer Pipe Rehabilitation (SS6966) CDBE

Bids for this project were opened publicly at 11:00 A.M., August 14, 2020.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is McClam & Associates, Inc. of Little Mountain, SC at \$6,132,745.00.

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

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

Thank You.

Review Approved: *Latonya B Germany*
Latonya Germany, Program Compliance Specialist

DATE: December 14, 2020

Attachment: Compliance Memo for McClam Associates Inc (6403 : SS6966 Sanitary Sewer Pipe Rehabilitation CDBE)



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

±0.47 acre portion of 680 Candi Lane; TMS# 07208-03-06(p)

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.
Applicant:	Saluda River Partners
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.47 acres

Current Use: Vacant

Proposed Use: Vacant

Reason for Annexation: Saluda Riverwalk

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Neighborhood Commercial (NC)

Proposed City Zoning: Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP)

Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Planning & Development Services

We recommend approval of the annexation of this +/- 0.47 acre portion of this parcel. This property is located within a Primary Donut Hole within the Urban Service Area plan.

A portion of the nearly complete Saluda Riverwalk, a part of the Three Rivers Greenway, will cross this property. The majority of this parcel was annexed over three different timeframes, in 1971 (Ord. 1971-010), in 1976 (Ord. 1976-022), and 1985 (Ord. 1985- 043); at some point after these annexations the many parts that comprise the current

consolidated. Afterward, City maps showed the combined parcel as being inside the City limits yet the Tax Assessor's records indicated it was outside of the City. This annexation request is the result of the reconciliation of these conflicting records and the need to accommodate the greenway project. While there is the possibility of future development on the site, there is currently not any development planned except for the greenway. Thus, **anticipated revenue would be minimal but the cost of serving the property has already been assumed by the City.**

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.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) 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 subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family housing.

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Broad River Road Corridor & Community Master Plan* (2010), adopted by Richland County, and is located specifically within the Greystone Boulevard

Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Open Space for the property (page 32), and the subject property is not located within a half mile radius of the proposed notes set forth within the plan along the Broad River Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) and Neighborhood Commercial District (C-2) to the North, General Commercial District (C-3) to the East, Development District (D-1) to the South, and Single Family Residential District (RS-1) to the West.

The proposed City of Columbia zoning district is Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign a future land use classification of Urban Edge Mixed Residential District (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

Legend

CITY LIMITS

PARCELS

Candi680_0_47ac

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

UCMF - Urban Core Multi-family

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

UCAC-3 - Urban Core Regional 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

SIA - Sports/Amusement

CA - Civic/Institutional

CBA - Central Business Area

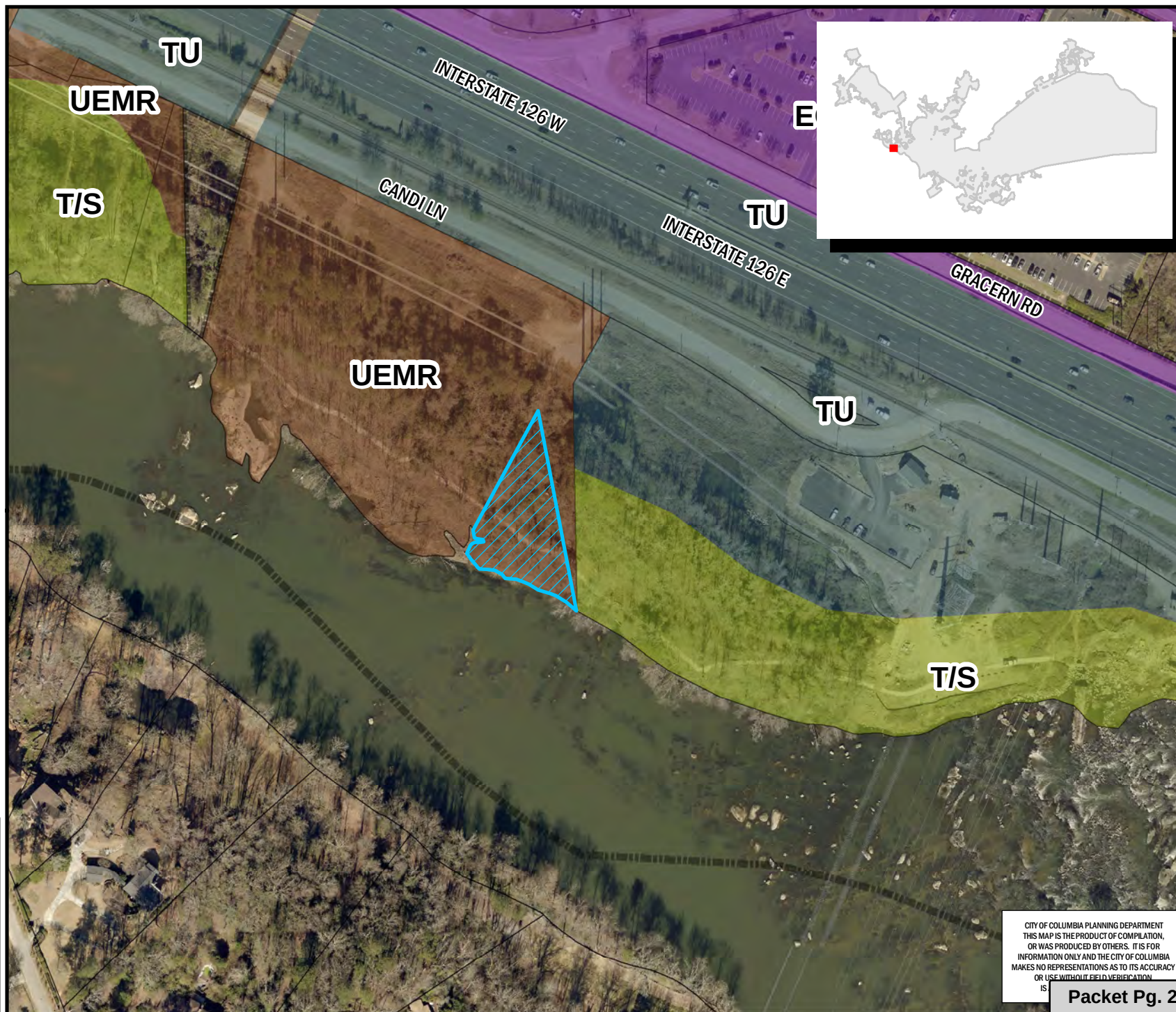
ZOO - Riverbanks Zoo & Garden

UIC - Universities/Colleges

FJ - Fort Jackson

T/S - Transitional/Sensitive Lands

0 50 100 200 Feet



+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p);
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR

14.a

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/21/2020



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. 211

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0022_Candi680_0.47acportion_council (6424 : ANNEXATION,

Zoning Map

Department of Planning & Development Services

+/-0.47 acre portion of 680 Candi Lane, TMS# 07208 14.a
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2, -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

50

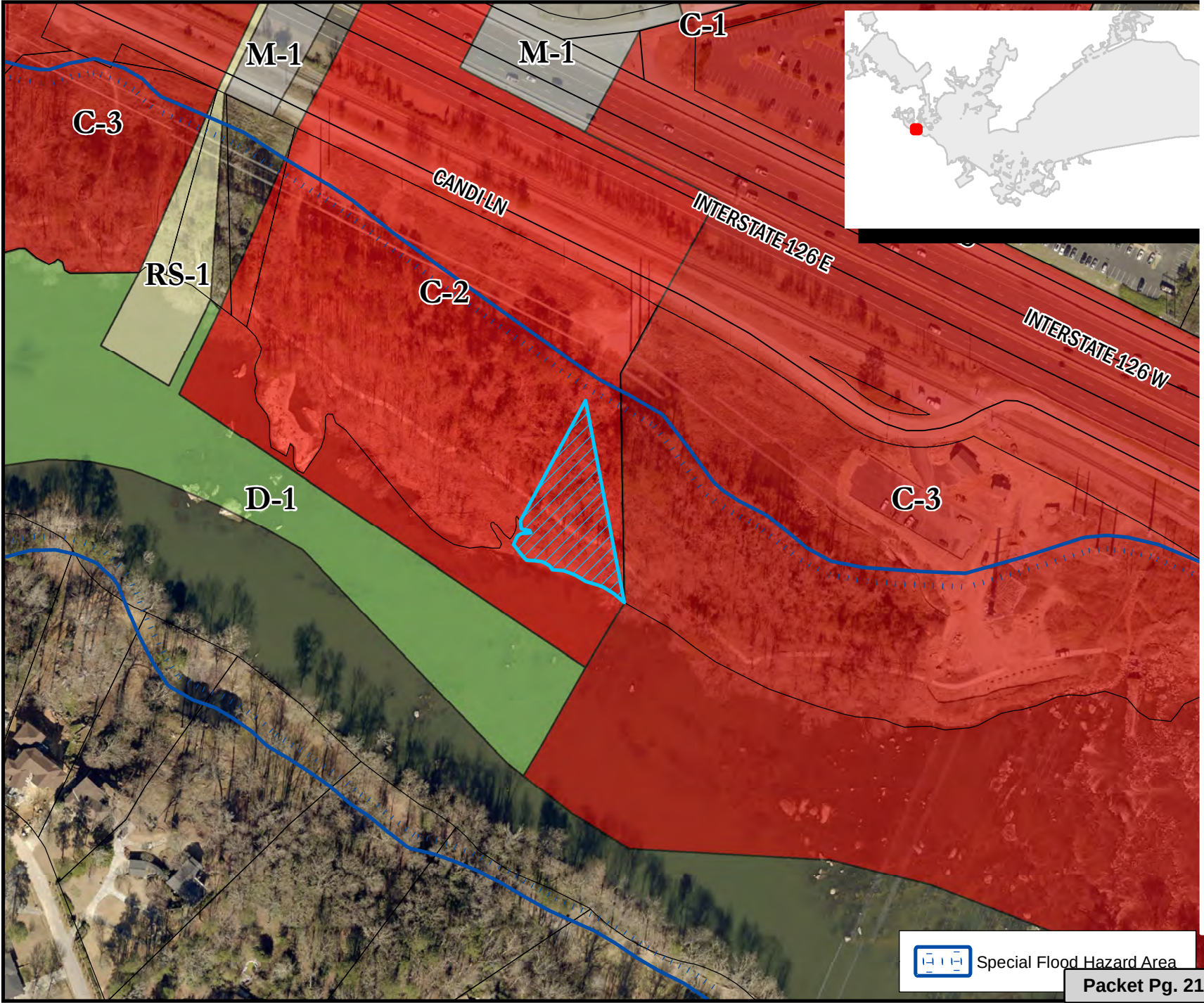
100

200

Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 21, 2020

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



Special Flood Hazard Area

Packet Pg. 212

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0022_Candi680_0.47acportion_council (6424 : ANNEXATION,

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

ORDINANCE NO.: 2021-004

Annexing and Incorporating 0.47 acre portion of 680 Candi Lane, Richland County TMS #07208-03-06(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR), zoned Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 104.03 and contains 0.47 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07208-03-06(p)

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-004

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 5.01 acres, more or less, and shown and designated as block 03, lot 06 on Richland County Tax Map 07208. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting the portions of said parcel annexed into the City of Columbia on April 17, 1985 by Ordinance No.: 85-43; on July 21, 1976 by Ordinance No.: 76-22 and on June 2, 1971 by Ordinance No.: 70-20.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: October 22, 2020
 RE: **Property Address:** ± 0.47 acre portion of 680 Candi Lane
Richland County TMS#: 07208-03-06 (portion)
Owner(s): Saluda River Partners
Current Use: Vacant Commercial
Proposed Use: Vacant Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Neighborhood Commercial (C-2) in a Flood Protective Overlay (-FP)
Reason for Annexation: Saluda Riverwalk / Donut Hole - Primary
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **November 2, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

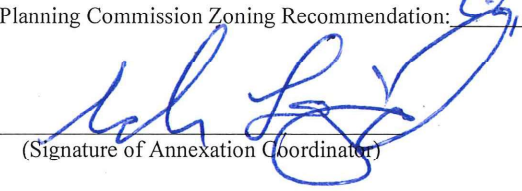
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 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
 Tiffany Latimer, 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
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 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: UEMR (Land Use classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-2 -FP (Zoning classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

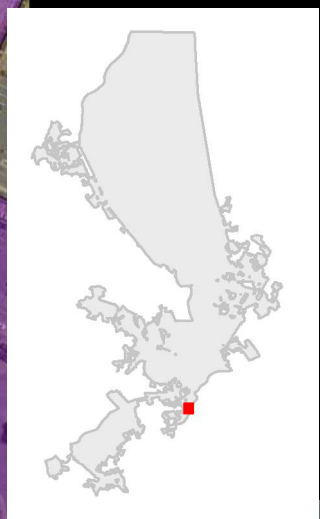
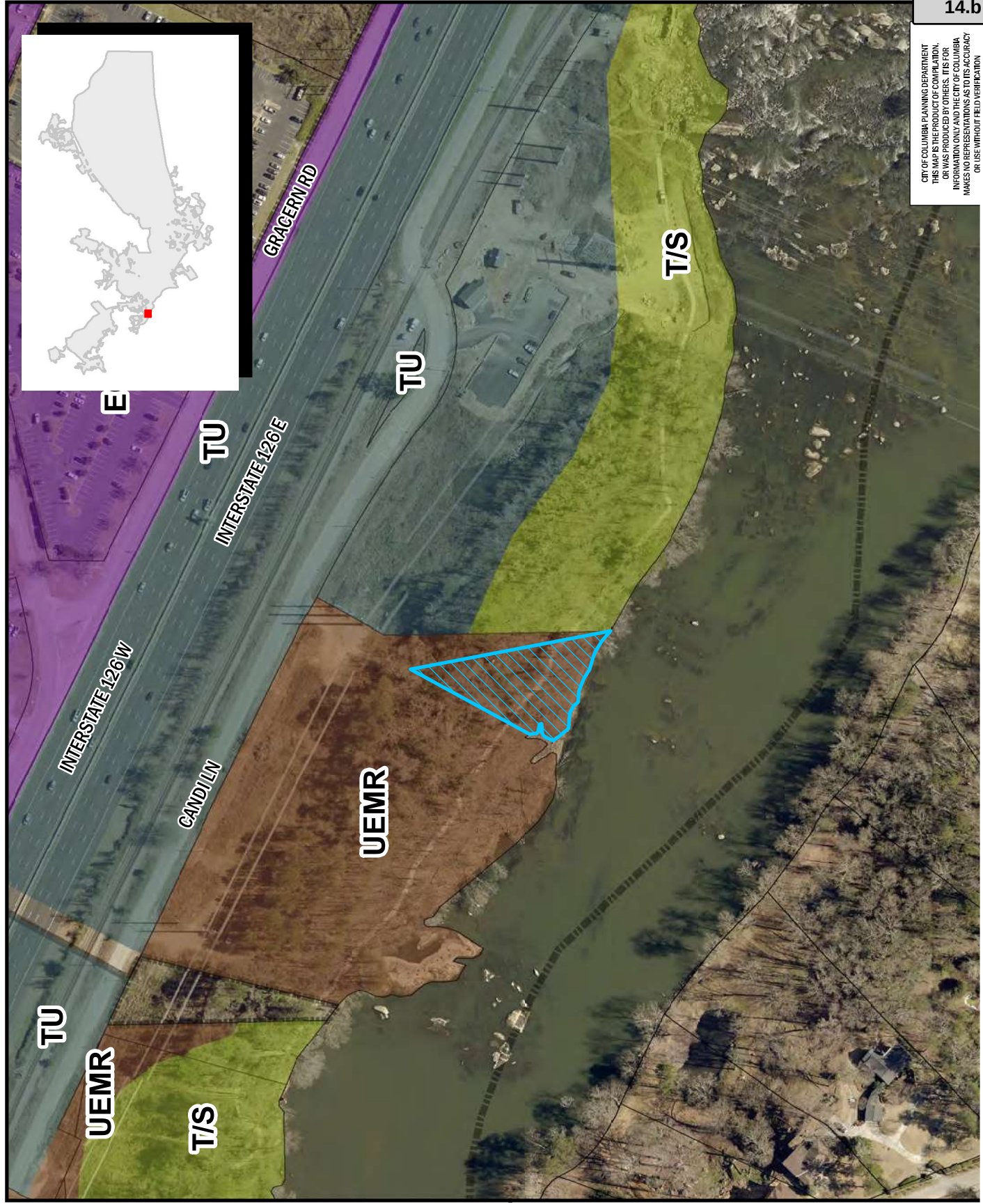
Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-



Future Land Use Map

Department of Planning & Development Services

+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p); Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR



Legend

CITY LIMITS

PARCELS

- Candi00_0_47ac
- 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
- UCMF - Urban Core Multi-Family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Center
- AC-2 - Community Activity Center
- AC-3 - Regional Activity Center
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaugnessy
Date: 10/21/2020

Packet Pg. 219

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

14.b

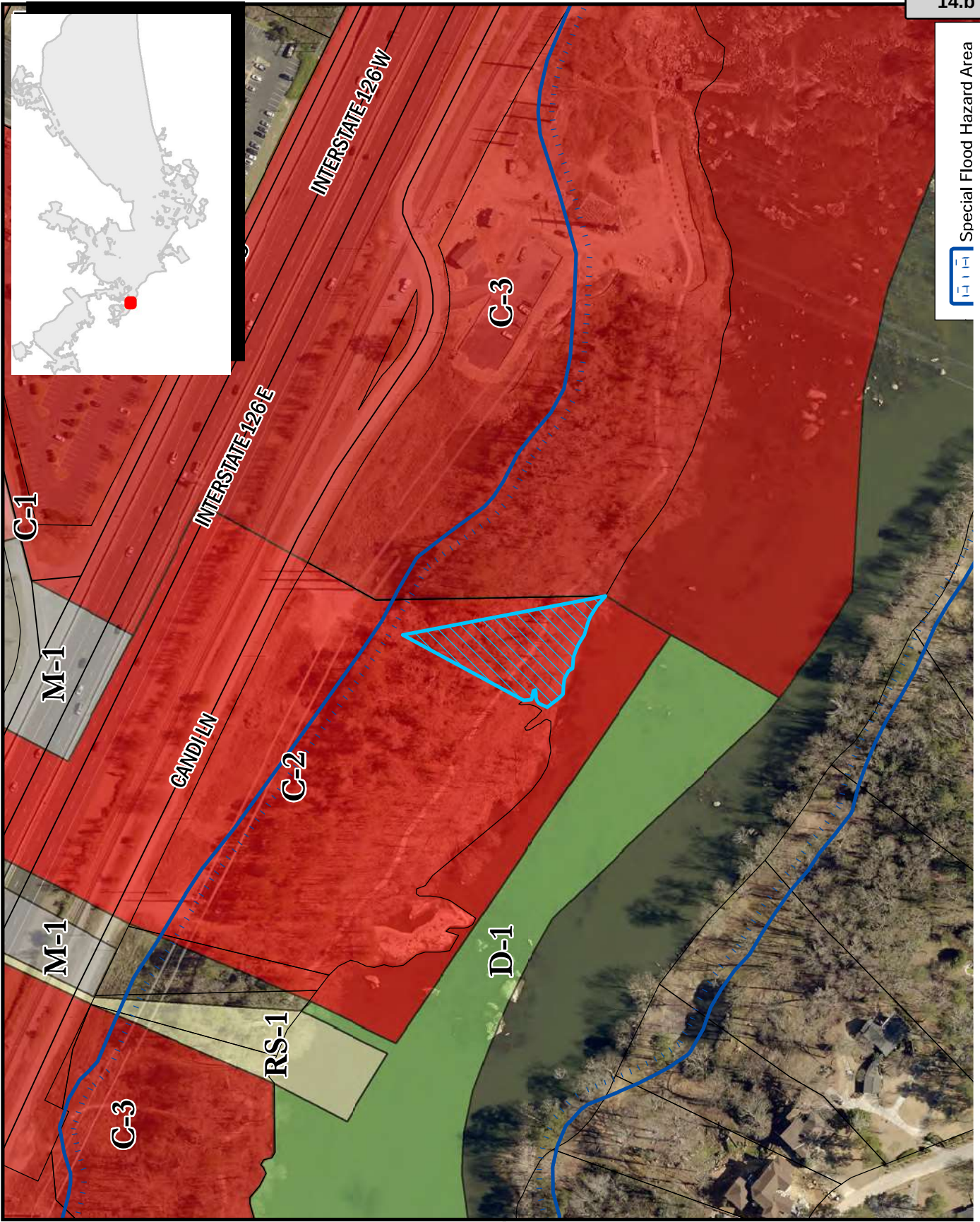
CITY OF COLUMBIA PLANNING DEPARTMENT
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** DATA SOURCE - CITY OF COLUMBIA - GIS DIVISION

Zoning Map

Department of Planning & Development Services

+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p);
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2, -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 50 100 200 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 21, 2020

DISCLAIMER:

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Packet Pg. 220

14.b

Special Flood Hazard Area

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

** 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 5.01 acres, more or less, and shown and designated as block 03, lot 06 on Richland County Tax Map 07208. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting the portions of said parcel annexed into the City of Columbia on April 17, 1985 by Ordinance No. 85-43; on July 21, 1976 by Ordinance No. 76-22; and on June 2, 1971 by Ordinance No. 70-20.

Richland County TMS: 07208-03-06 (portion)

Property Address: ± 0.47 acre portion of 680 Candi Lane

Saluda River Partners

BY: Cathy V Gardner
 (Signature)

Date: 10/6/2020

Cathy V Gardner
 (Print or Type Name)

ITS: Owner, Major Partner
 (Print or Type Title)

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

07208

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-)



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

0.509 acres S/S Candi Lane; TMS# 07208-03-02

Council District:	2
Proposal:	Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.
Applicant:	Richland County
Staff Recommendation:	Approval
PC Recommendation:	12/07/2020; Approval (7-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.509 acres

Current Use: Vacant

Proposed Use: Saluda Riverwalk

Reason for Annexation: Saluda Riverwalk

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S)

Current County Zoning: Neighborhood Commercial (NC)

Proposed City Zoning: Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP)

Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Police

This address is next to properties that are already annexed in the City so it will not be a burden on our resources. Additionally, this County-owned property will contain a roughly 40-linear foot section of the Saluda Riverwalk, the entirety of which is planned to be maintained and served by the City.

Fire

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

Solid Waste

There are **no anticipated costs** to the Solid Waste Division.

Engineering

Water and sewer do not appear to be available to this property. This is a County-owned parcel that will contain a portion of the Three Rivers Greenway.

Planning & Development Services

We recommend approval of the annexation of this 0.509-acre parcel. This property is located within a Primary Donut Hole within the Urban Service Area plan. A portion of the nearly complete Saluda Riverwalk (a part of the Three Rivers Greenway) crosses this property and will be maintained by City forces. As the property is owned by Richland County, there will be **no tax revenue** associated with this annexation.

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.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is split between Transitional/Sensitive Lands (T/S) and Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For these areas which fall within the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

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

pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family housing.

Transitional/Sensitive Lands (T/S)

Primary Types

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

Secondary Types

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

Tertiary Types

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks

Urban Edge Mixed Residential (UEMR)

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Broad River Road Corridor & Community Master Plan* (2010), adopted by Richland County, and is located specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Open Space for the property (page 32), and the subject property is not located within a half mile radius of the proposed notes set forth within the plan along the Broad River Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the North, Single-Family Residential District (RS-1) and General Commercial District (C-3) to the West, and Neighborhood Commercial District (C-2) to the East.

The proposed City of Columbia zoning district is Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

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 annex the property, assign future land use classifications of Urban Edge Mixed Residential District (UEMR) and Transitional/Sensitive Lands (T/S) as shown on the enclosed map, and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation.



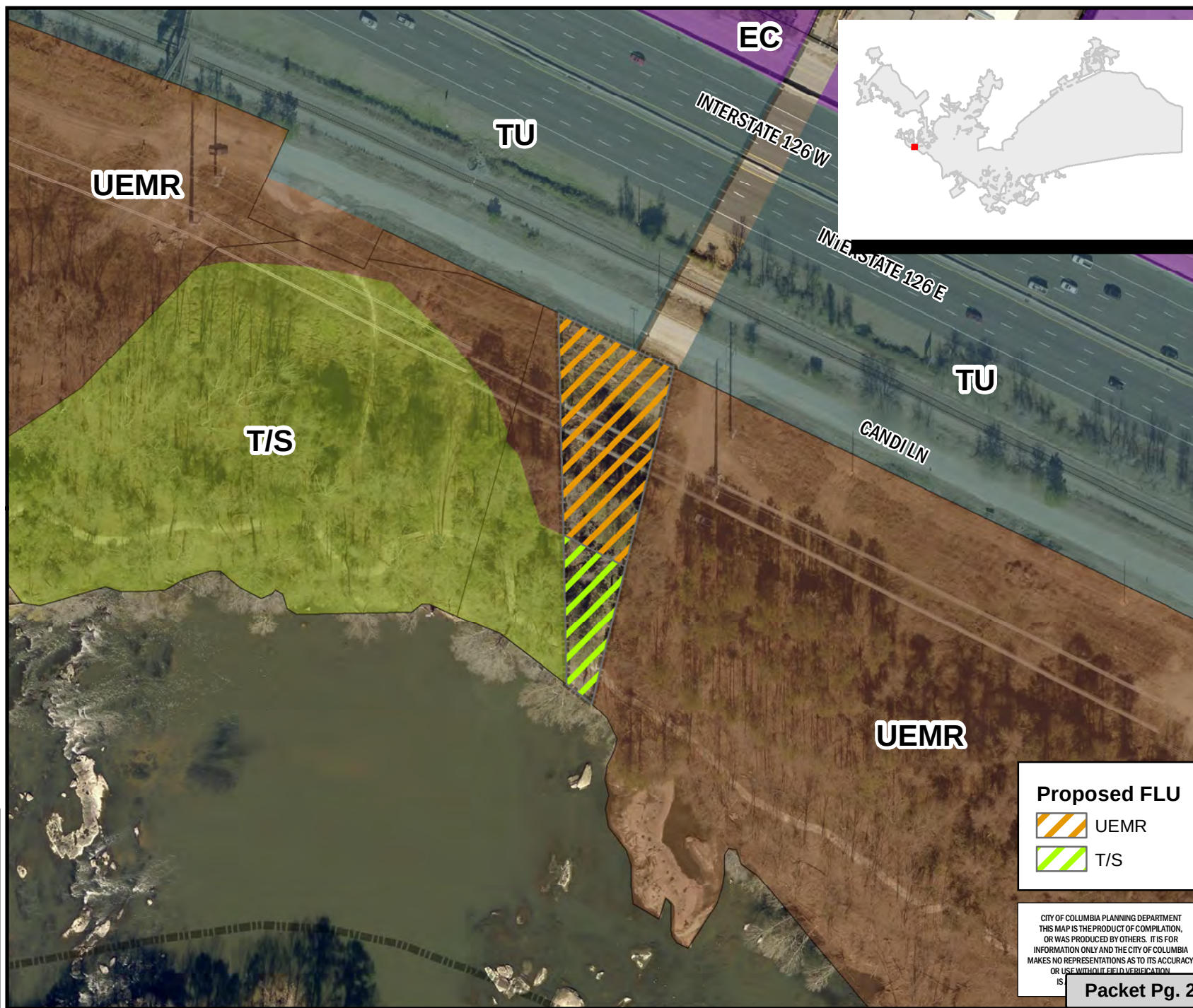
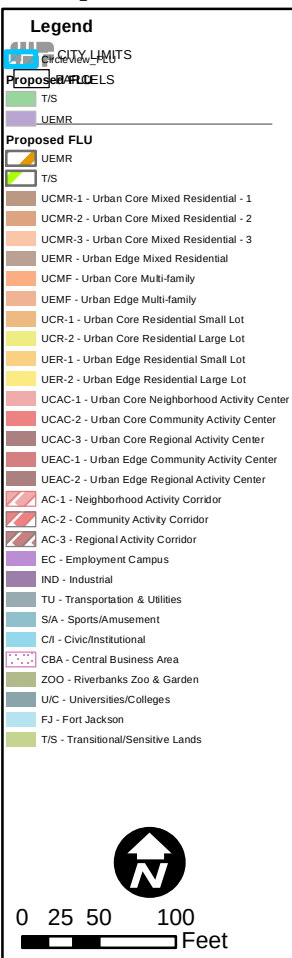
Future Land Use Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S

15.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020



Proposed FLU

UEMR

T/S

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 228

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0026_CandiLn_0.509ac_council (6432 : ANNEXATION; COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02;
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2 and C-2, -FP

15.a

Legend

PARCELS

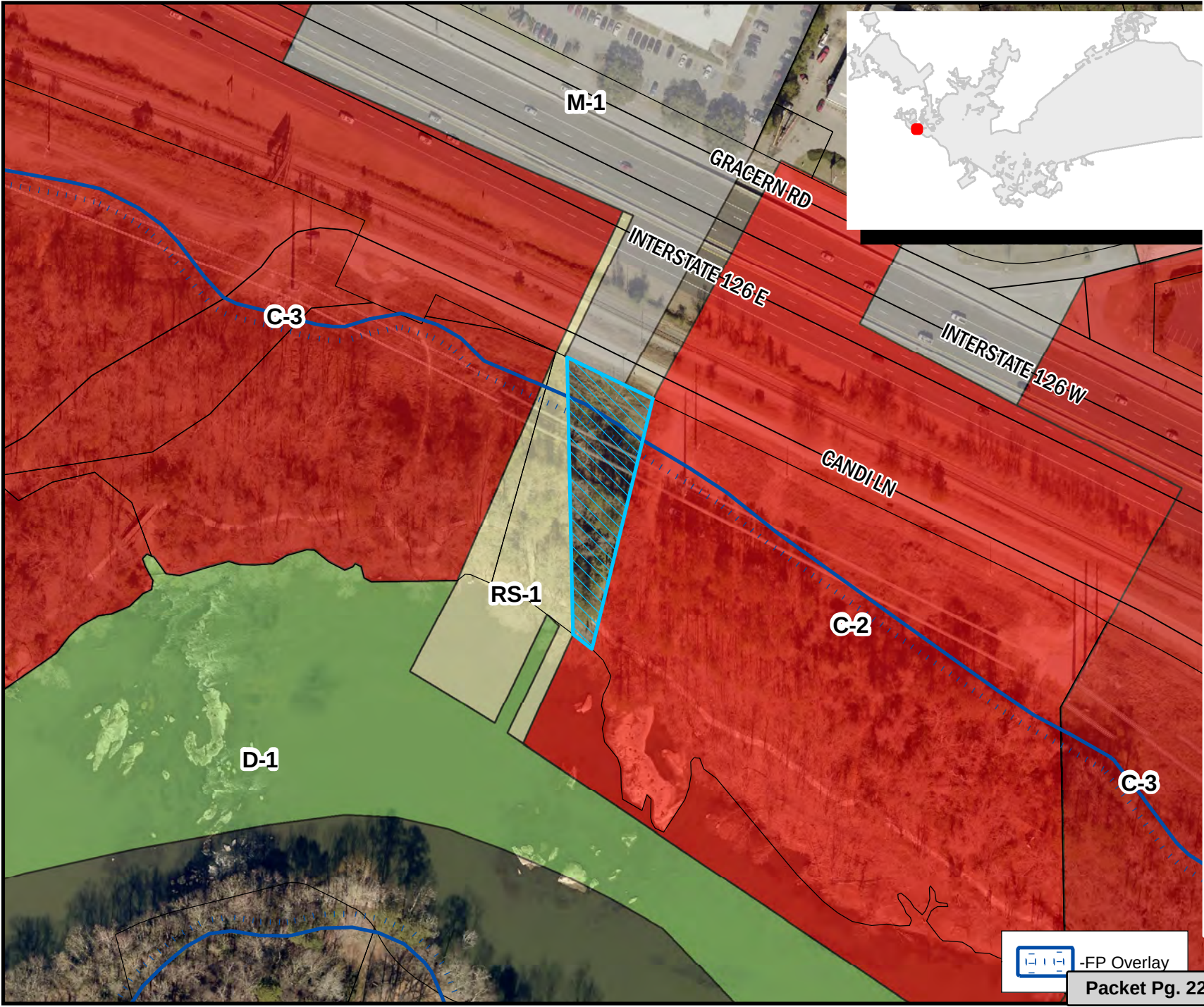
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

N

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

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.



-FP Overlay

Packet Pg. 229

Attachment: ANNEX-2020-0026_CandiLn_0.509ac_council (6432 : ANNEXATION; COMPREHENSIVE PLAN

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks



RESOLUTION R-2021-002*Annexing 0.509 acre S/S Candi Lane, Richland County TMS #07208-03-02*

WHEREAS, Richland County is the owner in fee simple of parcels of land known as a 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02 and being a part of the Three Rivers Greenway - Saluda Riverwalk project; and,

WHEREAS, the best interests of Richland County would be served by the annexation of the said 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02 and being a part of the Three Rivers Greenway - Saluda Riverwalk project; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2021, by the Mayor and City Council of the City of Columbia that the 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02, being a part of the Three Rivers Greenway-Saluda Riverwalk project, be annexed into and made a part of the City of Columbia by Ordinance No.: 2021-005 as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 044-20HR

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after November 10, 2020

RICHLAND COUNTY COUNCIL

By: Paul Livingston
Paul Livingston, Chair

Attest this 18th day of
November, 2020.

Michelle Onley
Michelle Onley
Interim Clerk of Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

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 any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway - Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

Richland County TMS: 07208-03-02
 Property Address: 0.509 acre S/S Candi Lane

Richland County

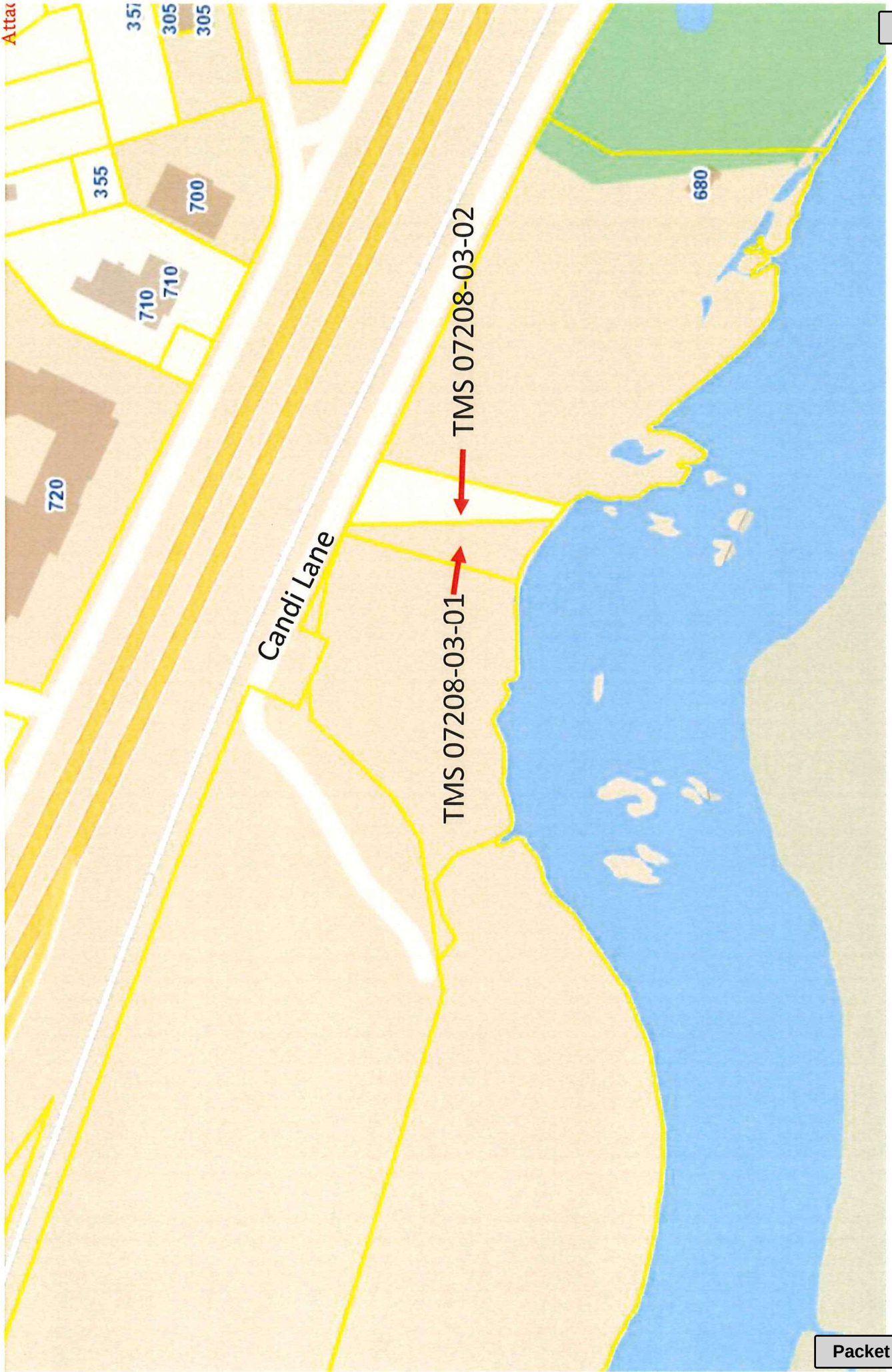
BY: Leonardo Brown
 Leonardo Brown

Date: 11/20/2020

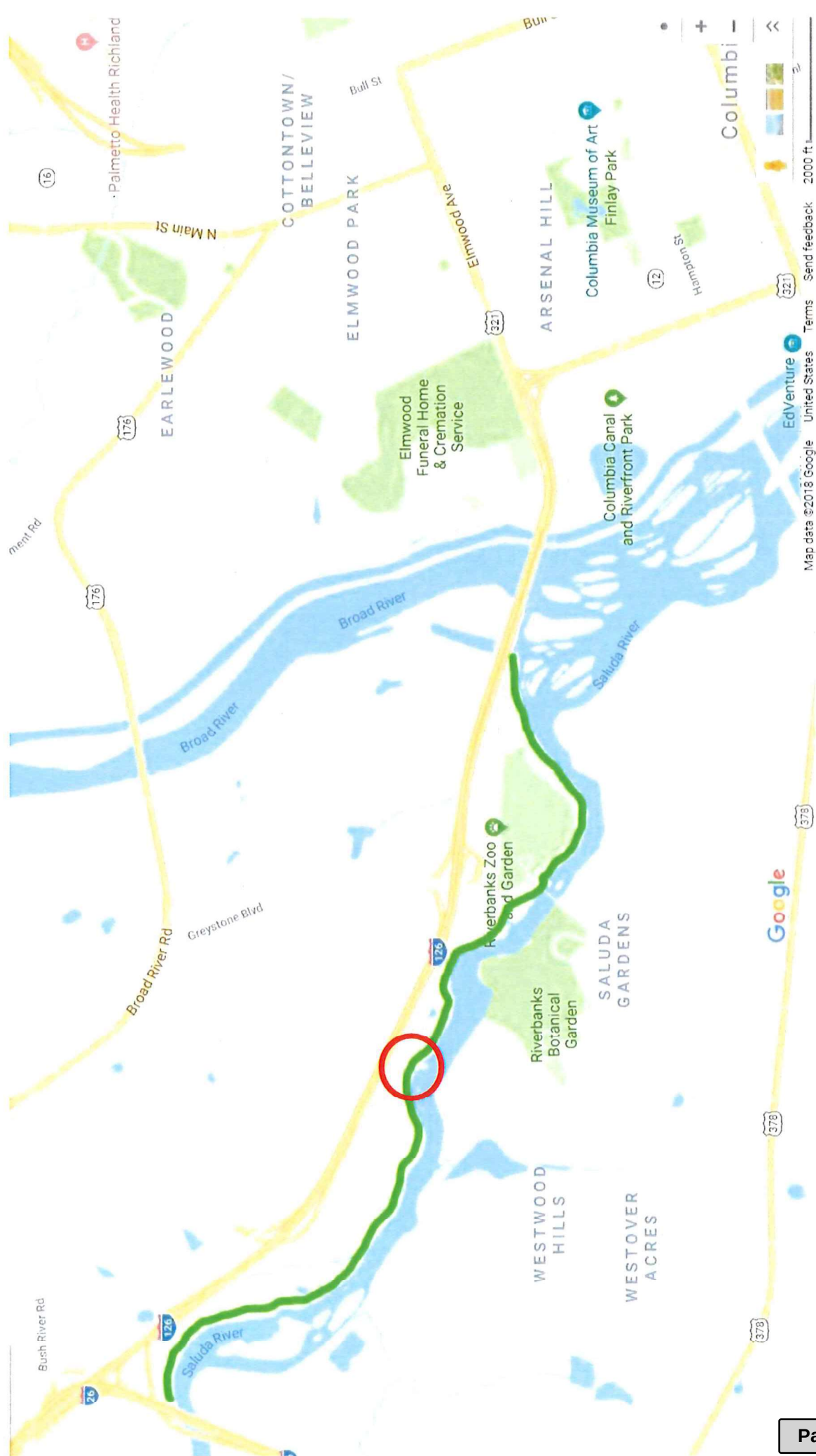
ITS: County Administrator

Richland County Attorney's Office
 Approved As To LEGAL Form Only.

Attachment: R-2021-002 annex Richland County 0.509 ac Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



Completed Portion of Three Rivers Greenway, aka "Saluda Riverwalk", Section 1A



ORDINANCE NO.: 2021-005

Annexing and Incorporating 0.509 acre S/S Candi Lane, Richland County TMS #07208-03-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), zoned Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 104.03 and contains 0.509 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07208-03-02

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-005

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway – Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 23, 2020

RE: **Property Address:** 0.509 acre S/S Candi Lane
Richland County TMS#: 07208-03-02
Owner(s): Richland County
Current Use: Vacant land
Proposed Use: Greenway
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Neighborhood Commercial (C-2) in a Flood Protective overlay (-FP)
Reason for Annexation: Saluda Riverwalk; Donut Hole - Primary
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **December 7, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

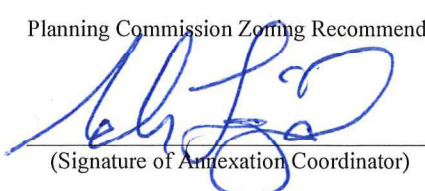
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, 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
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 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
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR+TS (Land Use classification) by 7-0
 on 12/7/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-2, -FP (Zoning classification) by 7-0
 on 12/7/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2021-005 annex-incorporate 0.509 ac SS Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



Future Land Use Map

0.509 acres S/S Candi Lane, TMS# 07208-03-02

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S

Department of Planning & Development Services



Legend

EXISTING LAND USES

- T/S
- UEMR
- TU
- EC

PROPOSED FLU

- T/S
- UEMR

PHOTOGRAPHIC

- 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 Core Multi-Family
- UEMF - Urban Edge Multi-Family
- UEMF-1 - Urban Core Residential Small Lot
- UEMF-2 - Urban Core Residential Large Lot
- UEMF-3 - Urban Edge Residential Small Lot
- UEMF-4 - Urban Edge Residential Large Lot
- UEMF-5 - Urban Core Neighborhood Activity Center
- UEMF-6 - Urban Core Community Activity Center
- UEMF-7 - Urban Core Regional Activity Center
- UEMF-8 - Urban Edge Community Activity Center
- UEMF-9 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Center
- AC-2 - Community Activity Center
- AC-3 - Regional Activity Center
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports & Amusement
- CI - Civic Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional Sensitive Lands

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020

Packet Pg. 242

Attachment: 2021-005 annex-incorporate 0.509 ac SS Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP

Proposed FLU

UEMR
 T/S

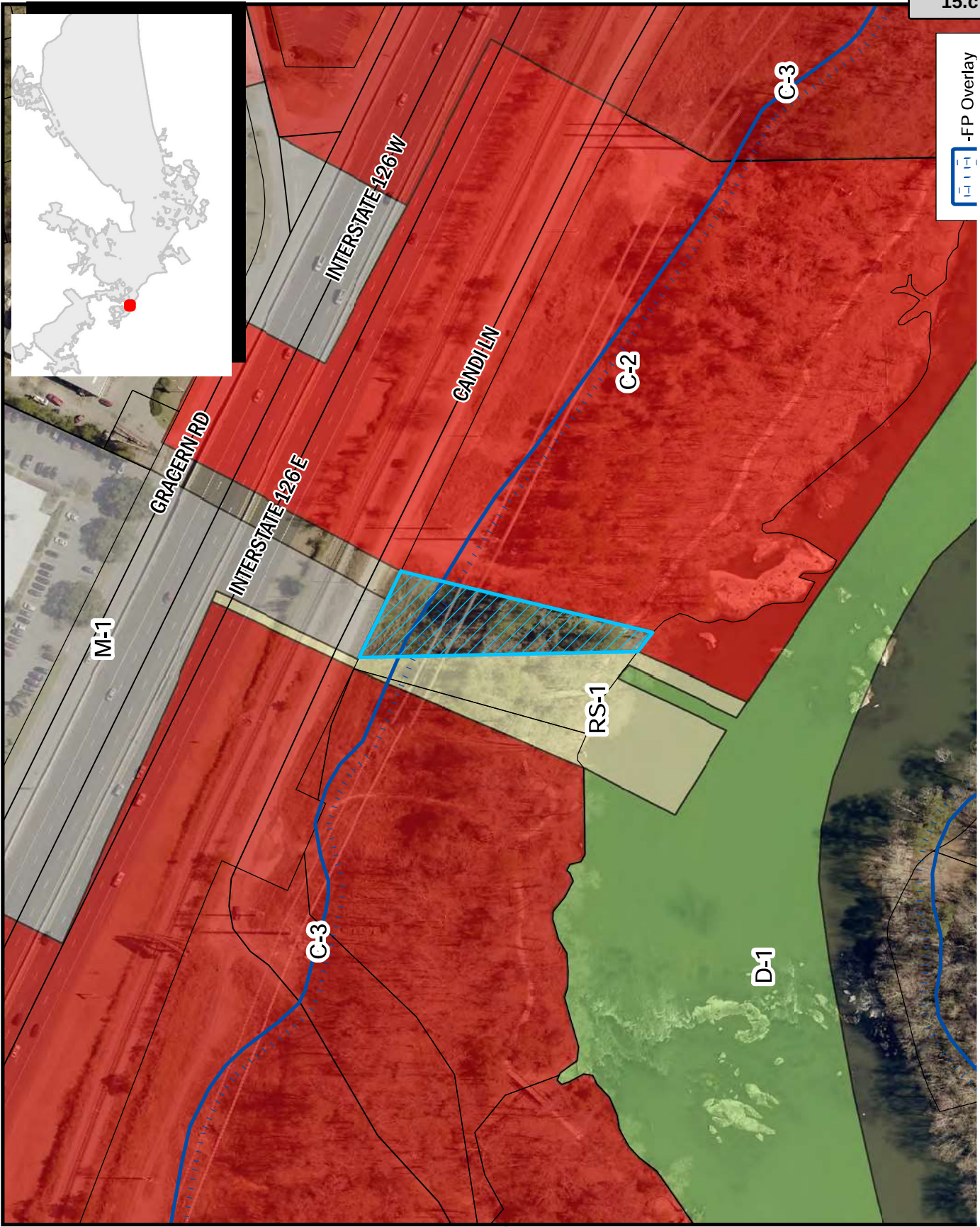
15.c

CITY OF COLUMBIA PLANNING DEPARTMENT
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Zoning Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02;
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2 and C-2, -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	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

DISCLAIMER:
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Packet Pg. 243

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 044-20HR

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after November 10, 2020

RICHLAND COUNTY COUNCIL

By: Paul Livingston
Paul Livingston, Chair

Attest this 18th day of
November, 2020.

Michelle Onley
Michelle Onley
Interim Clerk of Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

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 any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway - Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

Richland County TMS: 07208-03-02
 Property Address: 0.509 acre S/S Candi Lane

Richland County

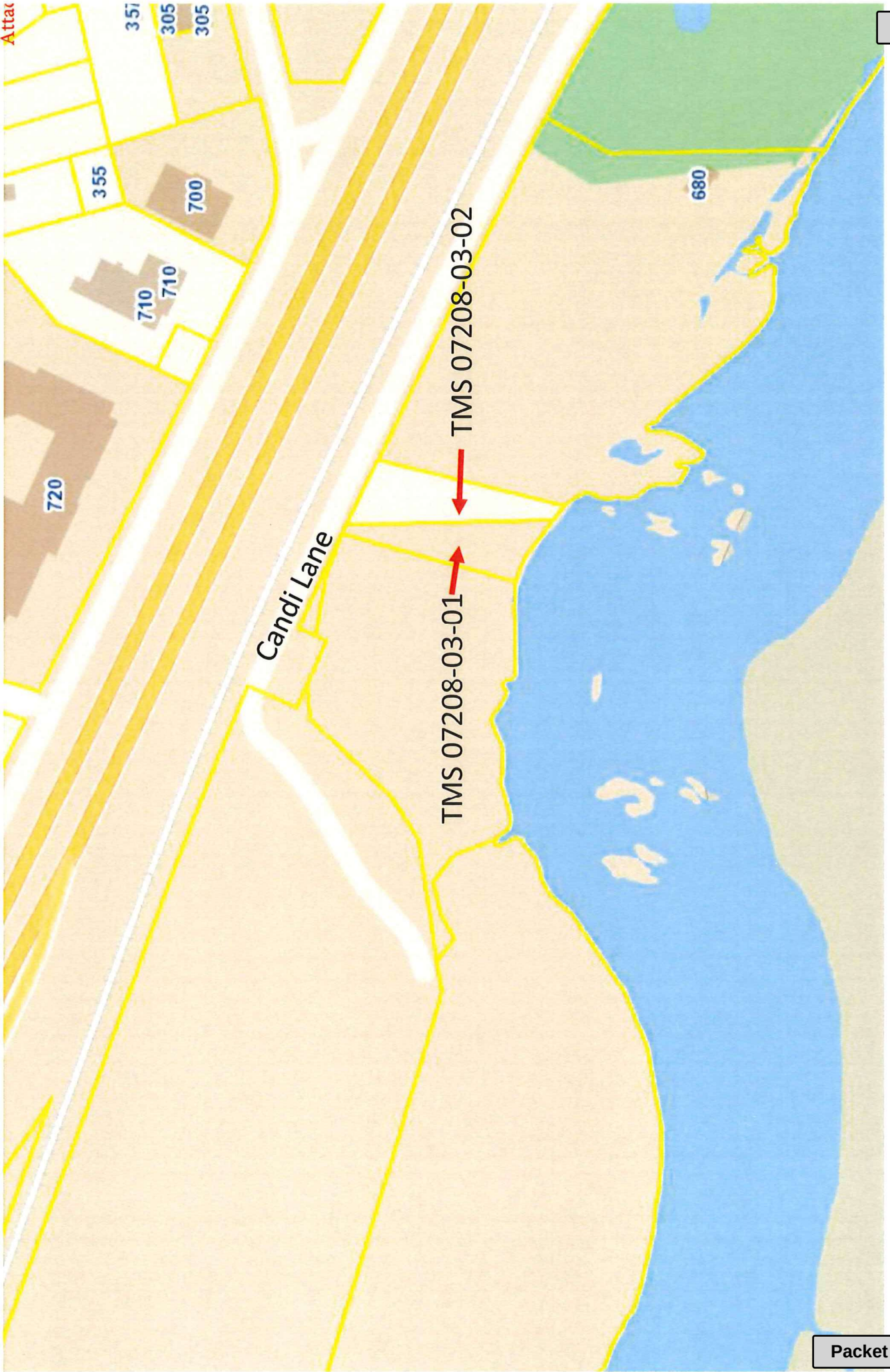
BY: Leonardo Brown
 Leonardo Brown

Date: 11/20/2020

ITS: County Administrator

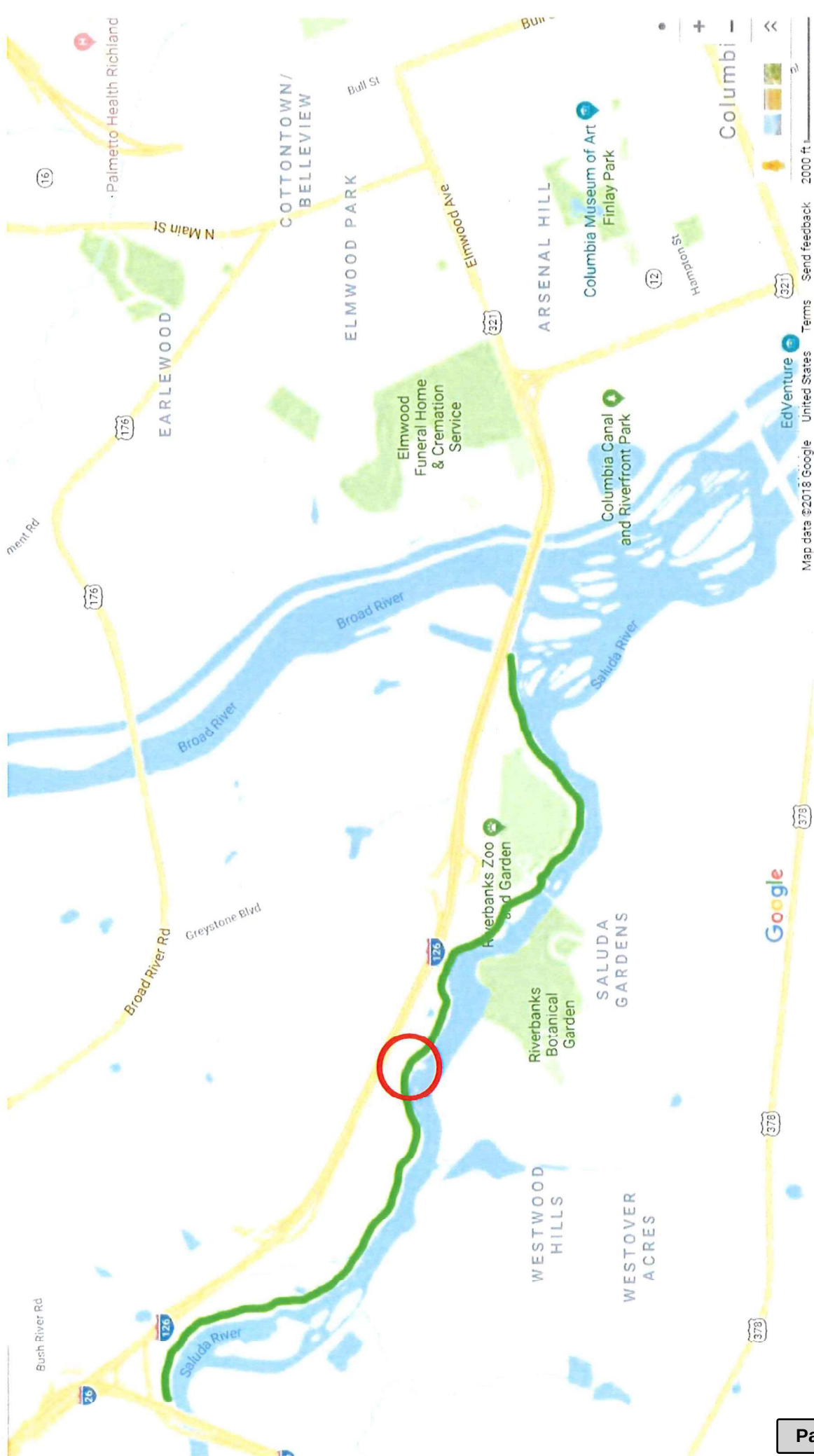
Richland County Attorney's Office
 Approved As To LEGAL Form Only.

Attachment: 2021-005 annex-incorporate 0.509 ac SS Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



Attac

Completed Portion of Three Rivers Greenway, aka "Saluda Riverwalk", Section 1A



ORDINANCE NO.: 2021-006

Annexing and Incorporating 103.07 acres B/S Circleview Road and 21.90 acres W/S Circleview Road, Richland County TMS# 09203-01-01 and 07415-02-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S), zoned General Residential District (RG-2) with a portion within a Flood Protective Area (-FP), apportioned to City Council District 1, Census Tract 3 and contains 124.94 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09203-01-01 and 07415-02-02

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney
Introduced:
Final Reading:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-006

Property Description: ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being partially within the northwestern limits of the City of Columbia, County of Richland, State of South Carolina on the east bank of the Broad River at the confluence of Crane Creek containing a total of 138.44 acres, more or less, as shown and delineated on a plat prepared for Gene Rountree, prepared by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. # 12246, dated December 6, 2004, last revised April 20, 2005 and recorded May 19, 2005 in the Office of the Register of Deeds for Richland County in Record Book 1055, at page 1796. A reference to said survey is craved for a more complete and accurate description of the premises. Less and excepting 35.37 acres, more or less, designated as W/S Circleview Road, TMS # 07415-02-03 (formerly a portion of TMS#09203-01-01), annexed into the City of Columbia on December 20, 1989 by Ordinance No. 89-95 and on December 30, 1969 by Ordinance No. 69-25.

ALSO ALL that certain piece, parcel or tract of land, together with any improvements located thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 21.90 acres, more or less, as shown and delineated on that certain Boundary Survey of T.M.S. 07415-02-02 prepared for Gene Rountree, by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. #12246 dated November 27, 2006, last revised December 18, 2006, and recorded December 19, 2006, in the Office of the Register of Deeds for Richland County, South Carolina, in Book 1263 at Page 3808. A reference to said survey is craved for a more complete and accurate description of the premises.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 23, 2020

RE: **Property Address:** 103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road
Richland County TMS#: 09203-01-01 and 07415-02-02
Owner(s): Rountree Family Limited Partnership / Broad River Communities, LLC
Current Use: Vacant land
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR) and Transitional / Sensitive Lands (T/S)
Current County Zoning: Rural (RU) and Residential Single Family High Density (RS-HD)
Proposed City Zoning: General Residential (RG-2), a portion within a Flood Protection Area (-FP)
Reason for Annexation: Municipal Services; Primary and Secondary Areas
City Council District: 1
Census Tract: 3

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 **December 7, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

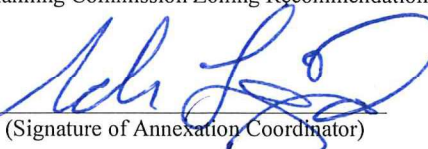
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, 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
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saad, 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
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR + T/S (Land Use classification) by 8 - 0
 on 12/7/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 + RG-2, -FP (Zoning classification) by 8 - 0
 on 12/7/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

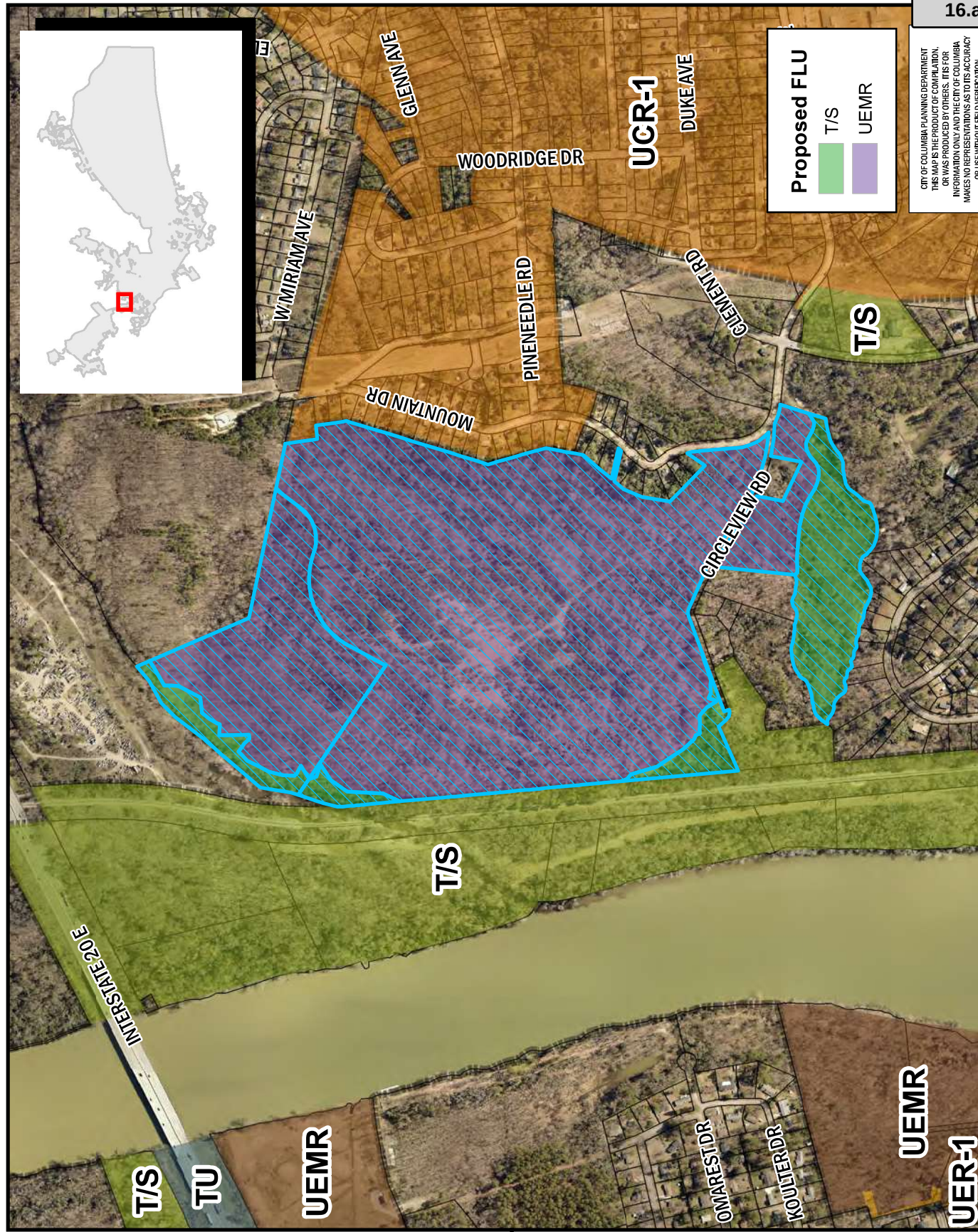
Attachment: 2021-006 annex-incorporate 103.07 acres & 21.90 acres Circlevue Road (6425 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND



Future Land Use Map

Department of Planning & Development Services

103.07 acres B/S Circleview Road and 21.90 acres W/S Circleview Road;
TMS# 09203-01-01 and 07415-02-02
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S



Legend

CITY LIMITS

- Richland County
- Lexington County
- Calhoun County
- Orangeburg County
- Charleston County
- York County
- Colleton County
- Georgetown County
- Marion County
- Saluda County
- Union County
- Williamsburg County
- York County

Proposed FLU

- T/S
- UEMR
- UCR-1
- UCR-2
- UCR-3
- UCR-4
- UCR-5
- UCR-6
- UCR-7
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- UCR-99
- UCR-100

Legend

- UCR-1 - Urban Core Neighborhood Activity Center
- UCR-2 - Urban Core Community Activity Center
- UCR-3 - Urban Core Regional Activity Center
- UCR-4 - Urban Core Regional Activity Center
- UCR-5 - Urban Core Regional Activity Center
- UCR-6 - Urban Core Regional Activity Center
- UCR-7 - Urban Core Regional Activity Center
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- UCR-97 - Urban Core Regional Activity Center
- UCR-98 - Urban Core Regional Activity Center
- UCR-99 - Urban Core Regional Activity Center
- UCR-100 - Urban Core Regional Activity Center

Legend

- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports & Amusement
- CI - Civic Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional Sensitive Lands

Scale

0 175 350 700 Feet

North Arrow

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaugnessy
Date: 11/16/2020

Packet Pg. 252

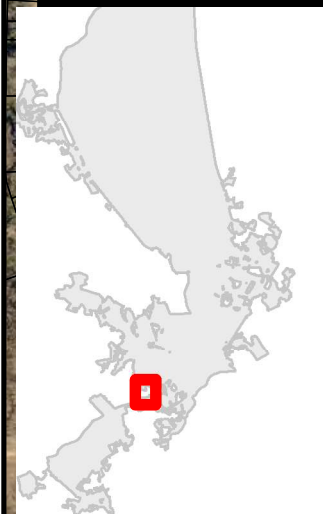
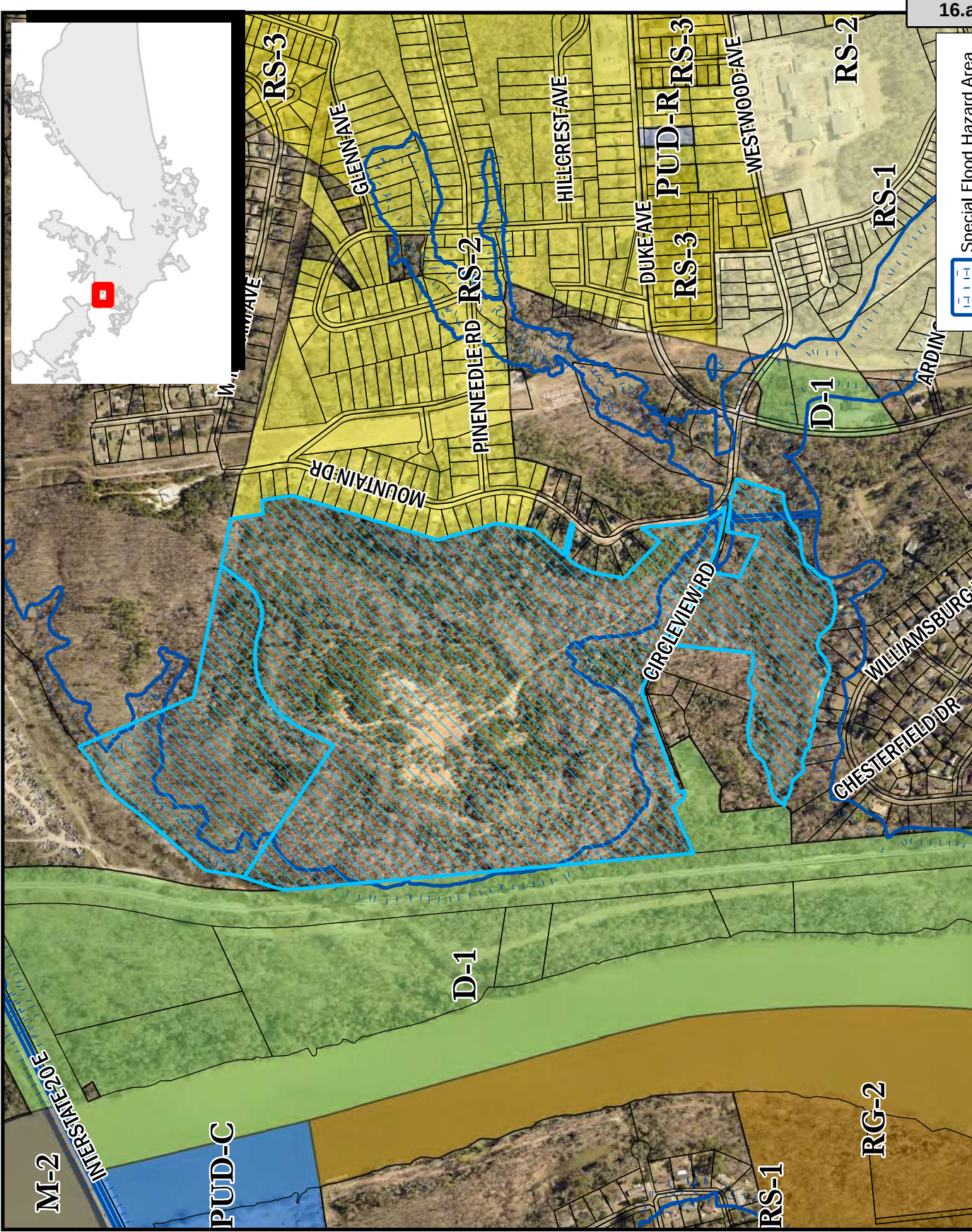
Proposed FLU

- T/S
- UEMR

Zoning Map

Department of Planning & Development Services

103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road;
TMS# 09203-01-01 and 07415-02-02
Existing Rich. Co. Zoning: RU and RS-HD, Proposed Zoning: RG-2 and RG-2, -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	PUD-C	RG-1	RG-1A	PUD-LS	RG-2	PUD-LS-E	RG-3	PUD-LS-R	UTD	PUD-R	OUT OF CITY	MX-1	MX-2
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0 175 350 700 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 16, 2020

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.

Packet Pg. 253

Attachment: 2021-006 annex-incorporate 103.07 acres & 21.90 acres Circlevue Road (6425 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

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

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

Property Description: See Attached Exhibit "A"

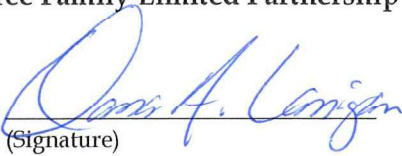
Richland County TMS: 09203-01-01 and 07415-02-02

Property Addresses: 103.07 acres B/S Circleview Road and
 21.90 acres W/S Circleview Road

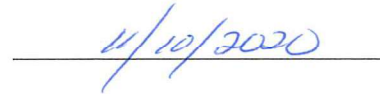
Seller:

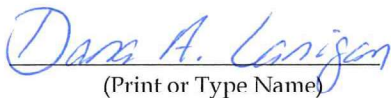
Rountree Family Limited Partnership

BY: _____

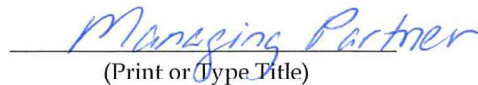

 (Signature)

Date: _____




 (Print or Type Name)

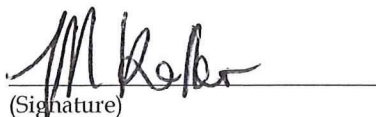
ITS: _____


 (Print or Type Title)

Buyer:

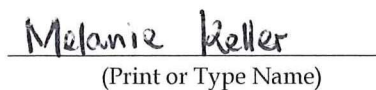
Broad River Communities, LLC

BY: _____

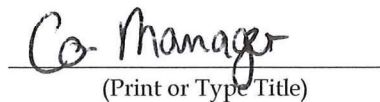

 (Signature)

Date: _____




 (Print or Type Name)

ITS: _____


 (Print or Type Title)

Attachment: 2021-006 annex-incorporate 103.07 acres & 21.90 acres Circleview Road (6425 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Exhibit "A"

Property Description: ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being partially within the northwestern limits of the City of Columbia, County of Richland, State of South Carolina on the east bank of the Broad River at the confluence of Crane Creek containing a total of 138.44 acres, more or less, as shown and delineated on a plat prepared for Gene Rountree, prepared by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. # 12246, dated December 6, 2004, last revised April 20, 2005 and recorded May 19, 2005 in the Office of the Register of Deeds for Richland County in Record Book 1055, at page 1796. A reference to said survey is craved for a more complete and accurate description of the premises. Less and excepting 35.37 acres, more or less, designated as W/S Circleview Road, TMS # 07415-02-03 (formerly a portion of TMS#09203-01-01), annexed into the City of Columbia on December 20, 1989 by Ordinance No. 89-95 and on December 30, 1969 by Ordinance No. 69-25.

ALSO ALL that certain piece, parcel or tract of land, together with any improvements located thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 21.90 acres, more or less, as shown and delineated on that certain Boundary Survey of T.M.S. 07415-02-02 prepared for Gene Rountree, by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. #12246 dated November 27, 2006, last revised December 18, 2006, and recorded December 19, 2006, in the Office of the Register of Deeds for Richland County, South Carolina, in Book 1263 at Page 3808. A reference to said survey is craved for a more complete and accurate description of the premises.

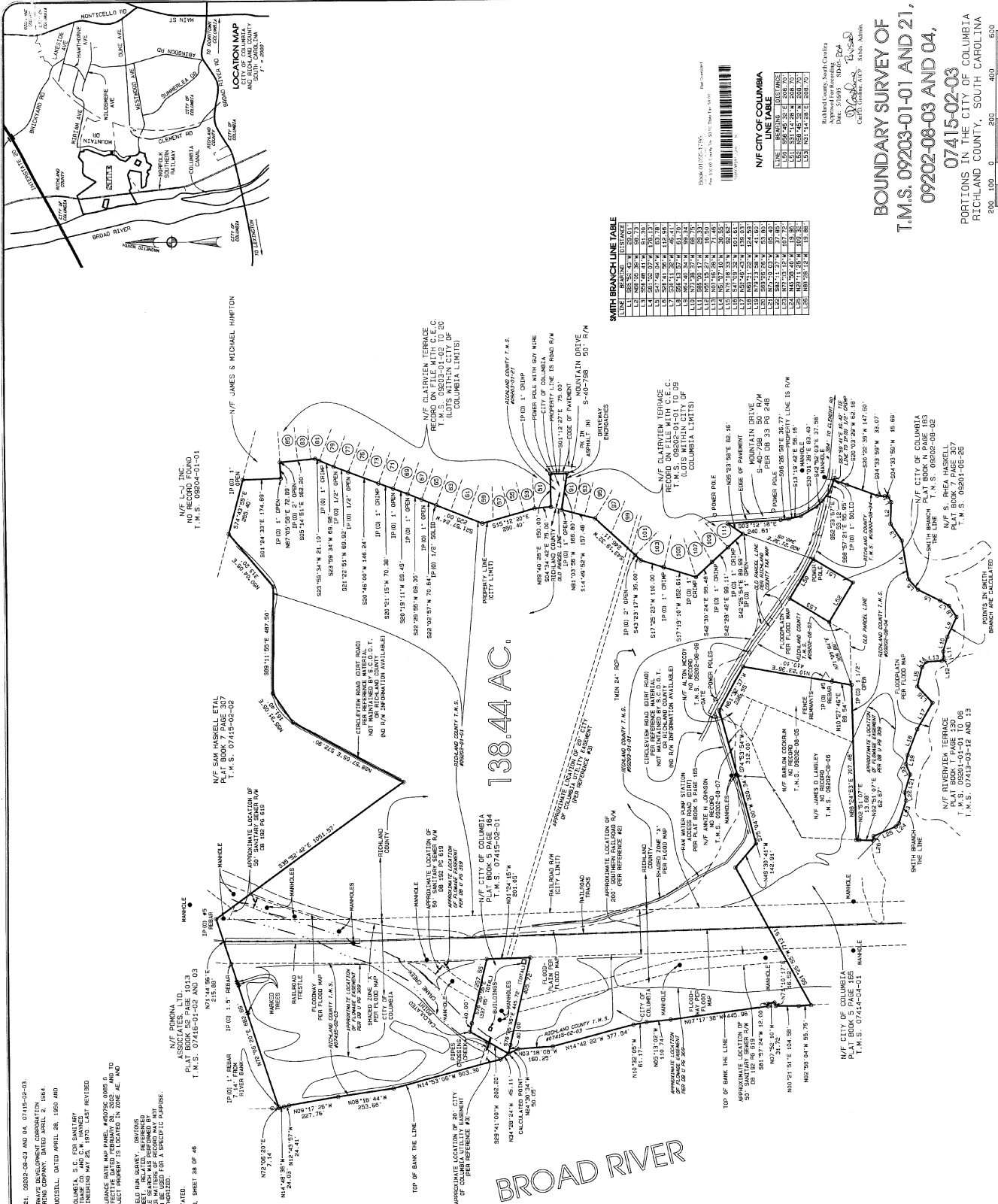
NOTES AND REFERENCES:

- [illegible]

I HEREBY CERTIFY THAT THIS PLAT DEPICTS ONLY THE CORRECTLY LOCATED AND CORRECTLY DESCRIBED PLATTED AND RECORDED OFFICE OF REGISTER OF DEEDS / MEINE CONFORMANCE PRIOR TO THE SURVEY UPON WHICH THIS IS BASED, HAVING SUBSTANTIALLY THE SAME AREA AND BOUNDARIES AS THE ORIGINAL SURVEY AND NEW DIVISIONS CREATING NEW OR DIFFERENT TRACTS WERE MADE IN PREPARING THIS PLAT FOR RECORD.

STATE, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINNESOTA MANUAL FOR THE PRACTICE OF SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY.

Package



LINE	BEARING	DISTANCE
L50	S50°45'32"E	208.70'
L51	S31°14'28"W	208.70'
L52	N50°45'32"W	208.70'
L53	N31°14'28"E	208.70'

LINE	READING DISTANCE	BRANCH LINE TABLE
L1	50.0	50.0
L2	50.0	50.0
L3	50.0	50.0
L4	50.0	50.0
L5	50.0	50.0
L6	50.0	50.0
L7	50.0	50.0
L8	50.0	50.0
L9	50.0	50.0
L10	50.0	50.0
L11	50.0	50.0
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L47	50.0	50.0
L48	50.0	50.0
L49	50.0	50.0
L50	50.0	50.0
L51	50.0	50.0
L52	50.0	50.0
L53	50.0	50.0
L54	50.0	50.0
L55	50.0	50.0
L56	50.0	50.0
L57	50.0	50.0
L58	50.0	50.0
L59	50.0	50.0
L60	50.0	50.0
L61	50.0	50.0
L62	50.0	50.0
L63	50.0	50.0
L64	50.0	50.0
L65	50.0	50.0
L66	50.0	50.0
L67	50.0	50.0
L68	50.0	50.0
L69	50.0	50.0
L70	50.0	50.0
L71	50.0	50.0
L72	50.0	50.0
L73	50.0	50.0
L74	50.0	50.0
L75	50.0	50.0
L76	50.0	50.0
L77	50.0	50.0
L78	50.0	50.0
L79	50.0	50.0
L80	50.0	50.0
L81	50.0	50.0
L82	50.0	50.0
L83	50.0	50.0
L84	50.0	50.0
L85	50.0	50.0
L86	50.0	50.0
L87	50.0	50.0
L88	50.0	50.0
L89	50.0	50.0
L90	50.0	50.0
L91	50.0	50.0
L92	50.0	50.0
L93	50.0	50.0
L94	50.0	50.0
L95	50.0	50.0
L96	50.0	50.0
L97	50.0	50.0
L98	50.0	50.0
L99	50.0	50.0
L100	50.0	50.0



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road;
TMS# 09203-01-01 and 07415-02-02**

Council District:	1
Proposal:	Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S), and assign zoning of General Residential District (RG-2) with a portion within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RU and RS-HD by Richland County.
Applicant:	Rountree Family Limited Partnership/Broad River Communities, LLC
Staff Recommendation:	Approval
PC Recommendation:	12/07/2020; Approval (8-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 124.97 acres

Current Use: Vacant land

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary and Secondary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S)

Current County Zoning: Rural (RU) and Residential Single Family High Density (RS-HD)

Proposed City Zoning: General Residential District (RG-2) with a portion within a Flood Protective Area (-FP)

Census Tract: 3

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. Assuming an initial development of approximately 300 units, the estimated cost to serve would be **approximately \$80,000 per year**, based on

calls to similar nearby properties within the City limits. Any future additional development would bring increased costs to the Department.

Fire

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

Solid Waste

Multifamily apartment complexes are generally not served by the Solid Waste Division. Should future development include other housing types (e.g. single-family or duplexes), the cost would be approximately **\$187 per year** per served unit.

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

Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this residential tract. The property is primarily located within a designated Secondary Area in the Urban Service Area plan, though a portion is within a designated Primary Area. The size and zoning of the entire site could theoretically support approximately 2,000 residential units, however topography and flood zones constrain the developable area, and preliminary indications from the applicant are that any initial phase would likely be multifamily and a fraction of the potential size. Assuming an initial phase of approximately 300 units, the estimated real estate tax revenue generated for the City would be **approximately \$150,000 per year**, based on the taxable value of nearby multifamily developments. Any future additional development would bring increased revenue, though costs would rise accordingly (for example, while a 2,000-unit multifamily development would be unlikely, the property tax revenue would be about \$995,000, and the cost to the CPD would be expected to be about \$530,000).

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” and “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are 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.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed

analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is split between Transitional/Sensitive Lands (T/S) and Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For these areas which fall within the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

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

Transitional/Sensitive Lands (T/S)

Primary Types

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

Secondary Types

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

Tertiary Types

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks

Urban Edge Mixed Residential (UEMR)

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Walkable 29203 Pedestrian Master Plan* (2017). A portion of the subject property located south of Circleview Road is also located within the study area of the *Broad River Neighborhoods Master Plan* (2006), adopted by Richland County.

The [*Walkable 29203 Pedestrian Master Plan*](#) encompasses the whole of the 29203 zip code and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property, as the property falls outside of the Crane Creek and North Main Areas, which were studied in a more detailed fashion for infrastructure improvements.

The portion of the subject property located within the study area of the [*Broad Neighborhoods Master Plan*](#) (2010). The master plan suggested a greenway connection to Smith Branch from Riverview Terrace (Exhibit 4A) but made no other recommendations specific to the subject property, which is shown as wooded in plan drawings.

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned RU and RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the West and Single-Family Residential District (RS-2) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-MD and RU to the South, RS-HD and RU to the East, and HI and RU to the North.

The proposed City of Columbia zoning district is General Residential District (RG-2) with a portion within a Flood Protective Area (-FP).

General Residential District (RG-2)

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.

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 annex the property, assign future land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S) as shown on the enclosed map, and assign zoning of General Residential District (RG-2) with a portion within a Flood Protective Area (-FP) at the time of annexation.



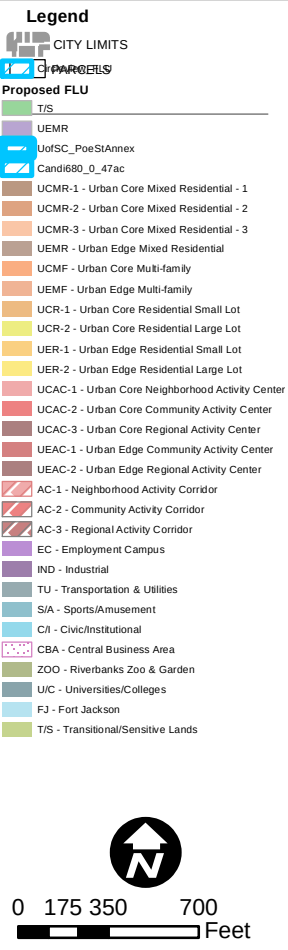
Future Land Use Map

Department of Planning & Development Services

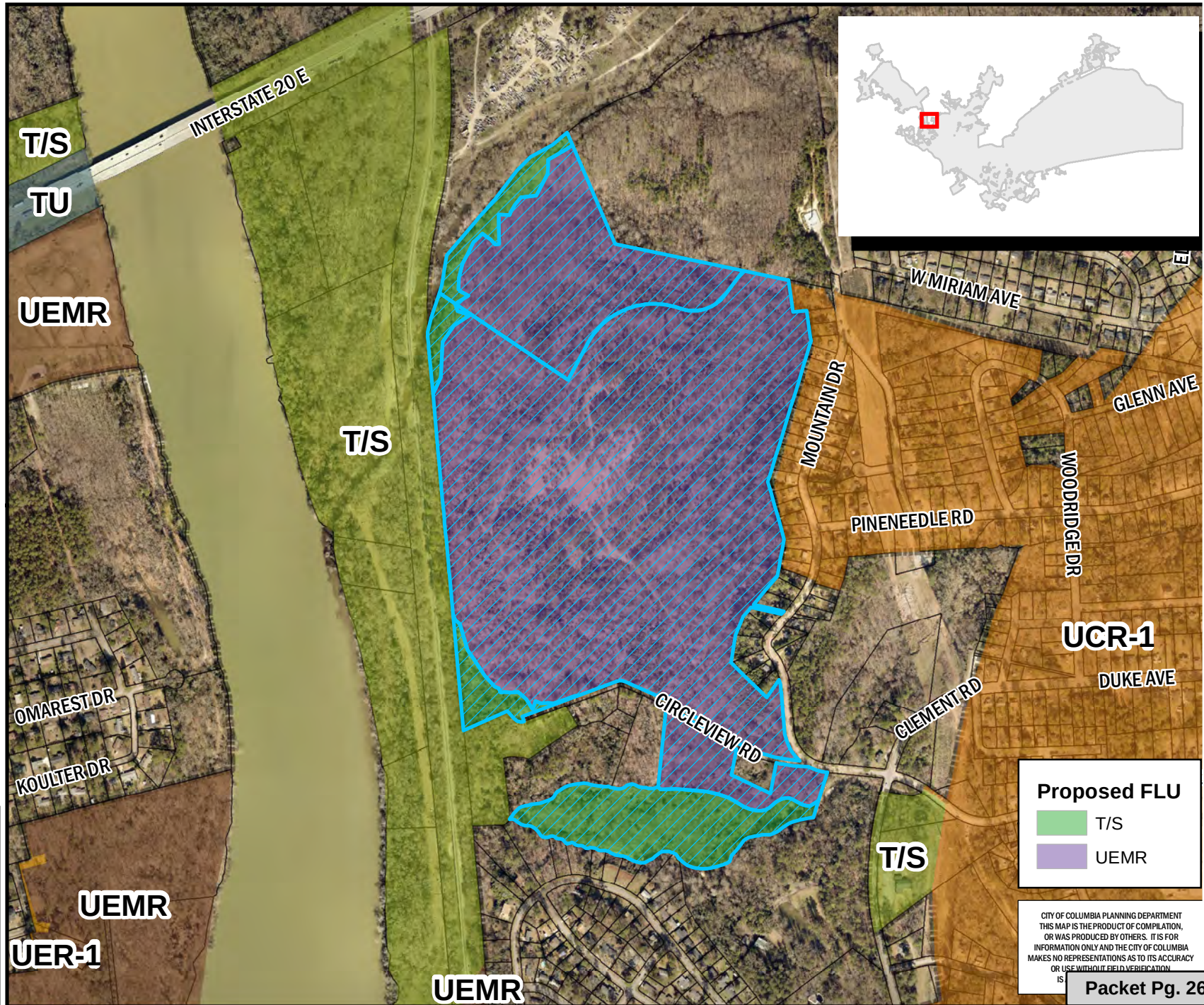
103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road;
TMS# 09203-01-01 and 07415-02-02

16.b

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/16/2020



Packet Pg. 263

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0024_Circlevue_council (6425 : ANNEXATION; COMPREHENSIVE PLAN MAP,

Zoning Map

Department of Planning & Development Services

103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road;
TMS# 09203-01-01 and 07415-02-02

16.b

Existing Rich. Co. Zoning: RU and RS-HD, Proposed Zoning: RG-2 and RG-2, -FP

Legend

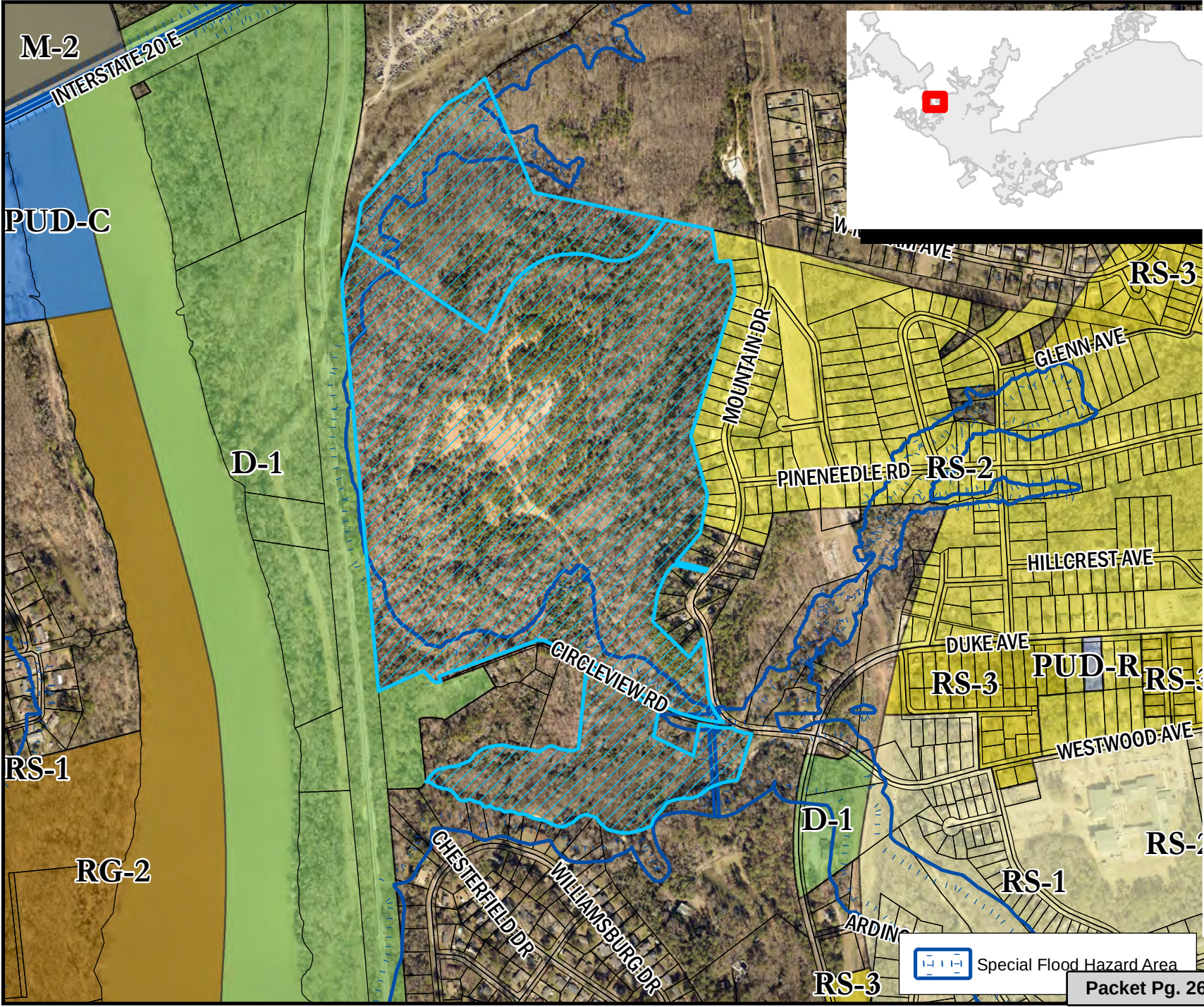
PARCELS

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	

0 175 350 700 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 16, 2020

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.



Attachment: ANNEX-2020-0024_Circlevue_council (6425 : ANNEXATION, COMPREHENSIVE PLAN MAP,

Special Flood Hazard Area

Packet Pg. 264

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks





CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street;
TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13**

Council District: 2

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-I) by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (8-0)

ZPH, 1st Reading: 01/19/2021; Pending

2nd Reading: 02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.43 acres

Current Use: Institutional

Proposed Use: Institutional

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

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

Current County Zoning: Light Industrial (M-1)

Proposed City Zoning: Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP)

Census Tract: 28 and 27

DETERMINATION FOR CITY SERVICES

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

Police

This property is owned by the University of South Carolina, which has its own police force. The USCPD has the primary responsibility to respond to incidents on this property, thus it will not be a burden on our resources.

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 are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering

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

Water Customer Care

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

Planning & Development Services

The University of South Carolina is relocating some functions of their Facilities Department to a portion of this site due to the construction of the Greene Street Bridge. **We recommend approval** of the annexation of these properties, as they are located within designated Primary Donut Holes in the Urban Service Area plan. As the property is owned by the University of South Carolina, there is **no property tax revenue anticipated**.

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.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map, as shown on the enclosed map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Community Activity Corridor (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal

and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and services uses.

Primary Types

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

Secondary Types

- Multi-family Small & Medium

Tertiary Types

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

Urban Core Neighborhood Activity Center (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the 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 they 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, two to three story 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 the Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

Primary Types

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

Secondary Types

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

Urban Core Mixed Residential Type 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant uses, 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 Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

Primary Types

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

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017), a joint planning effort adopted by the City of Columbia and Richland County. The plan contains a number of infrastructure-related recommendations to improve multimodal accessibility, enhance water quality, redirect train traffic and volumes, and develop community placemaking. The plan makes specific recommendations to revise the future land use map (page 31), these recommendations are implemented in the proposed assignment of land use classifications above. The plan recommends a revised concept for Assembly Street (page 74) which includes the provision of off-street multimodal facilities. It also proposes a reconnection of Heyward Street across Assembly Street and the railway (page 65), near some of the subject property.

Currently, a NEPA analysis of railroad separation options is being conducted by SCDOT, with a number of preliminary alternatives identified, some of which may directly impact the subject property or access thereto.

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 West, South, and East and Light /industrial District (M-1) and Planned Unit Development-Commercial District (PUD-C) to the North.

The proposed City of Columbia zoning district is Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a 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.

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

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.

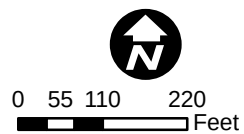
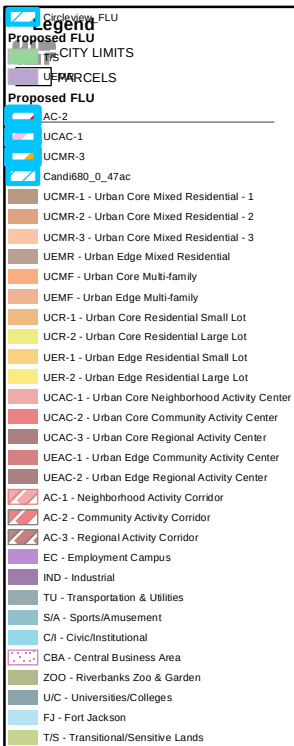
STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign future land use classifications of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) as shown on the enclosed map, and assign zoning of Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

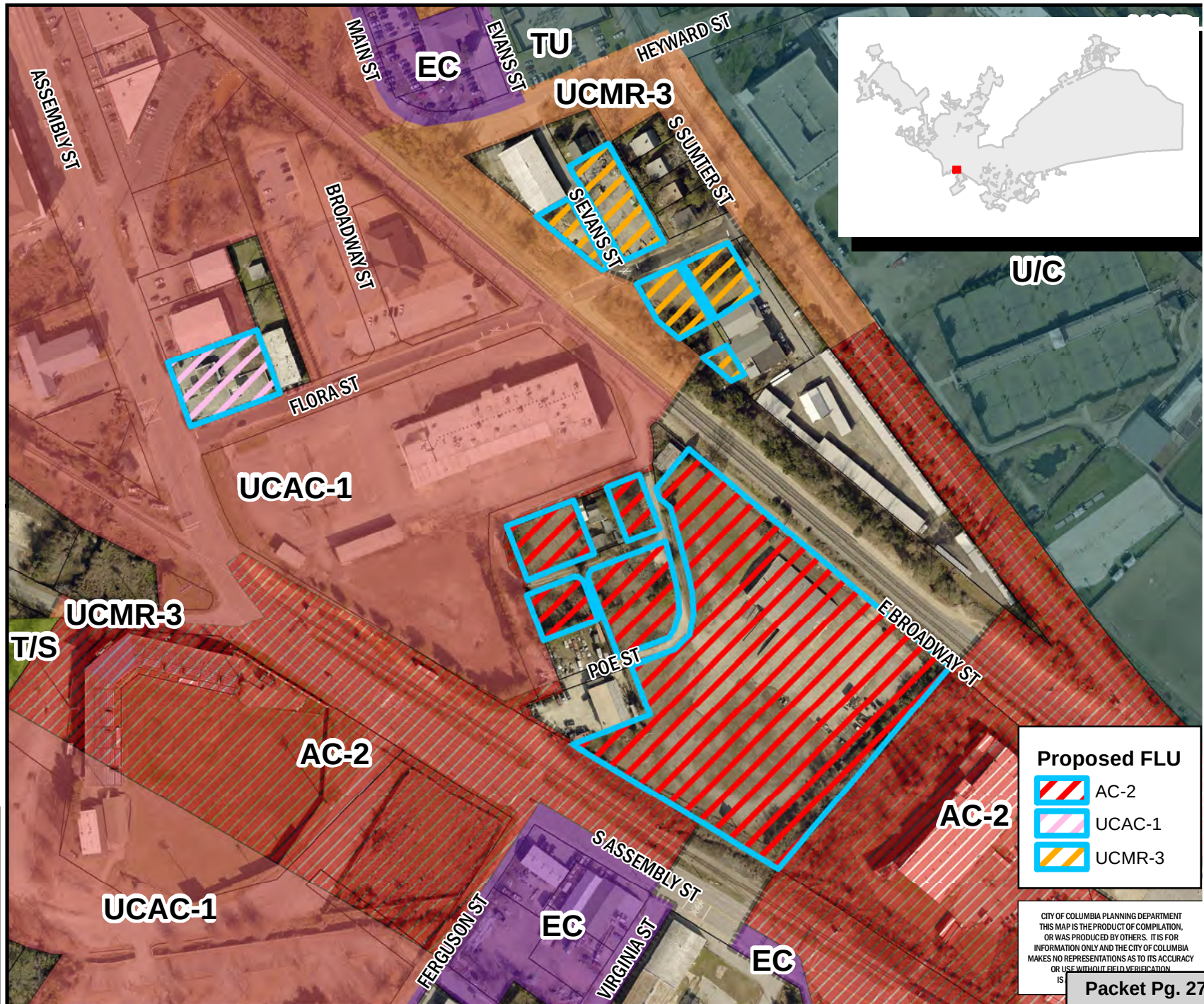


ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020



1 E Broadway St, 11 Poe St, 15 E Broadway St, 12 Et Broadway St, 16 Poe St, 10 Poe St, 108 S Evans St, 108 S Evans St, 109 S Evans St, 202 S Evans St, 204 S Evans St, 205 Sumter St, 214 S Evans St, 216 S Evans St, and 130 S As
TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: AC-2, UCAC-1, and UEMR-3

17.a



Proposed FLU

- AC-2
- UCAC-1
- UCMR-3

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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IS

Packet Pg. 274

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0025_UofSCProperties_council (6426 : ANNEXATION, COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

1 E Broadway St, 11 Poe St, 15 E Broadway St, 12 Et Broadway St, 16 Poe St, 10 Poe St, 108 S Evans St, 108 S Evans St, 109 S Evans St, 202 S Evans St, 204 S Evans St, 205 Sumter St, 214 S Evans St, 216 S Evans St, and 130 S Assembly St;
TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13
Existing Rich. Co. Zoning: M-1, Proposed Zoning: M-1 and M-1, -FP and C-2, -FP

17.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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

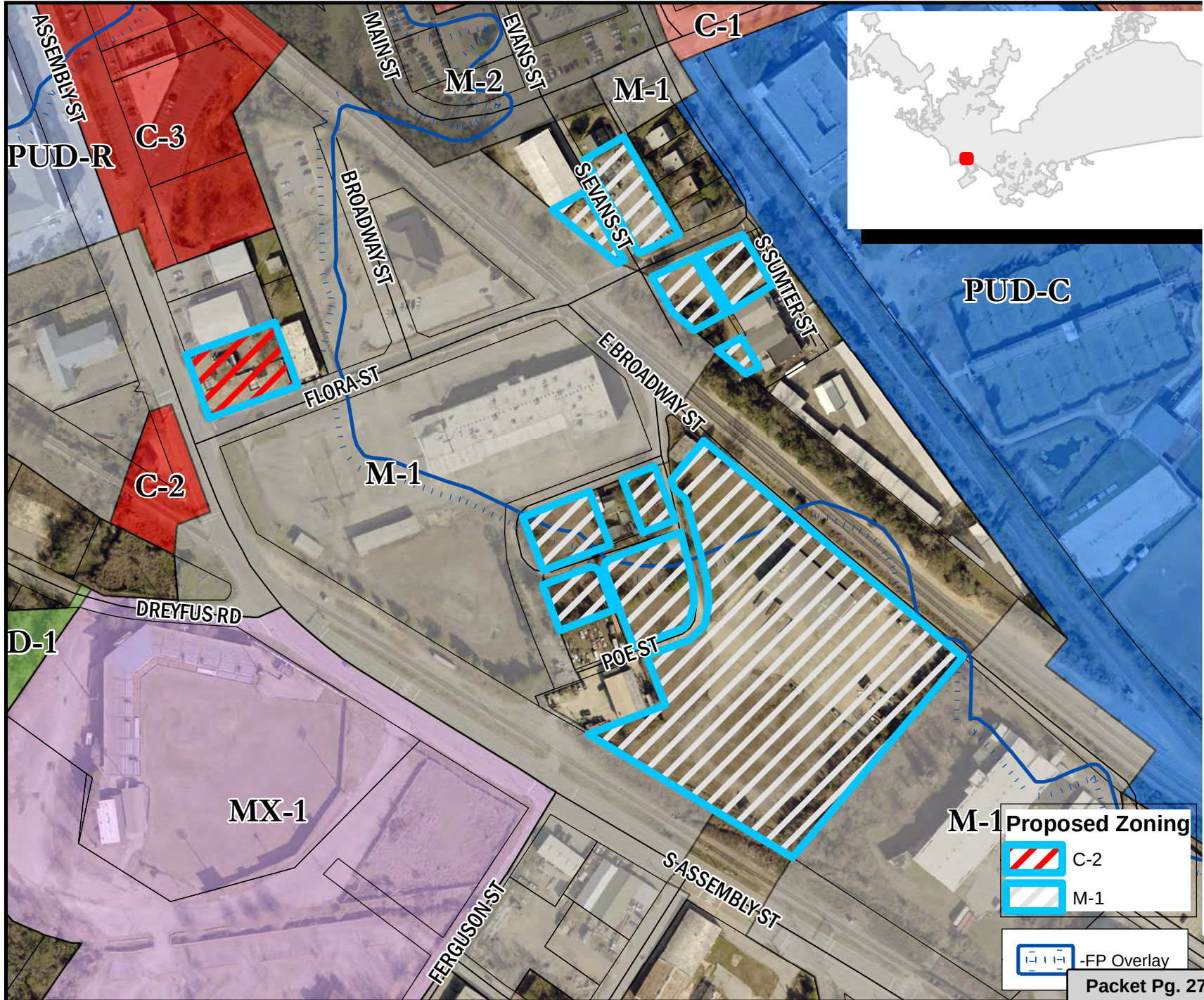
Shane Shaughnessy
November 18, 2020

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



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

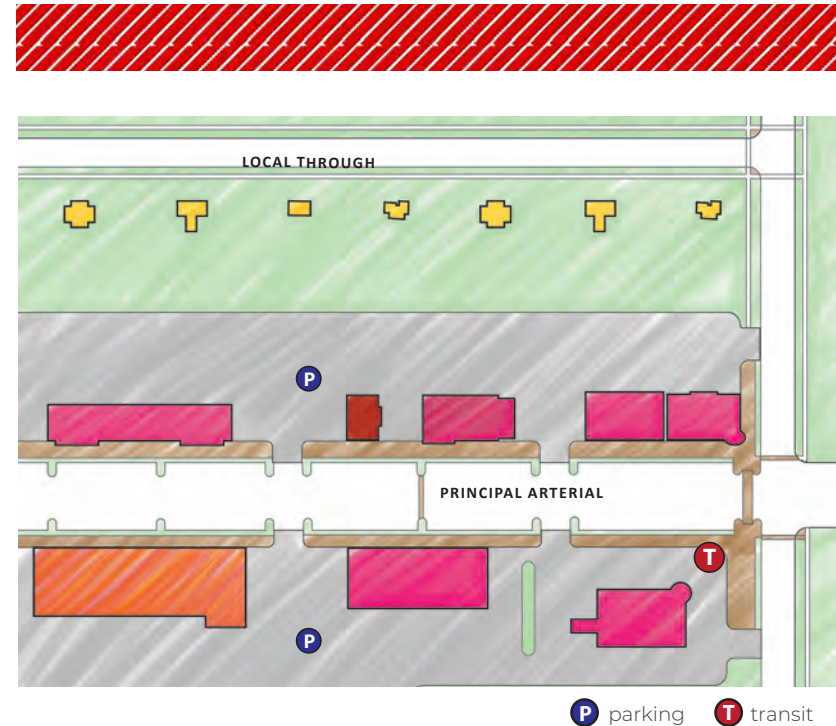
Attachment: ANNEX-2020-0025_UofSCProperties_council (6426 : ANNEXATION, COMPREHENSIVE PLAN

Packet Pg. 275

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

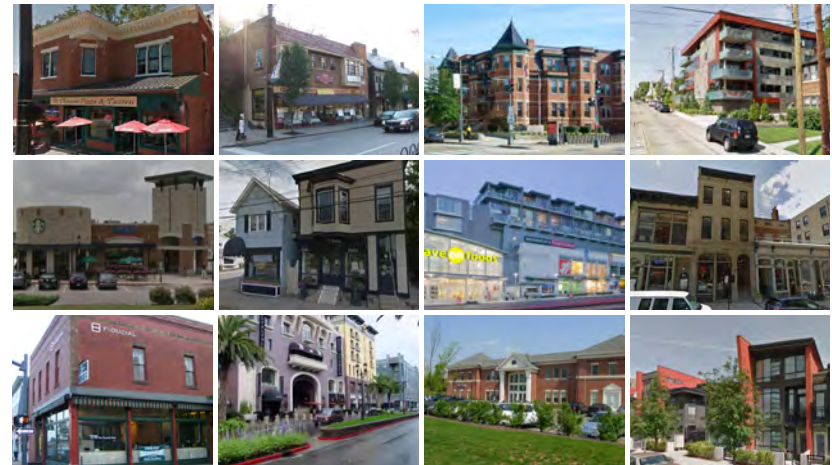
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the 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 they 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, two to three story 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.



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

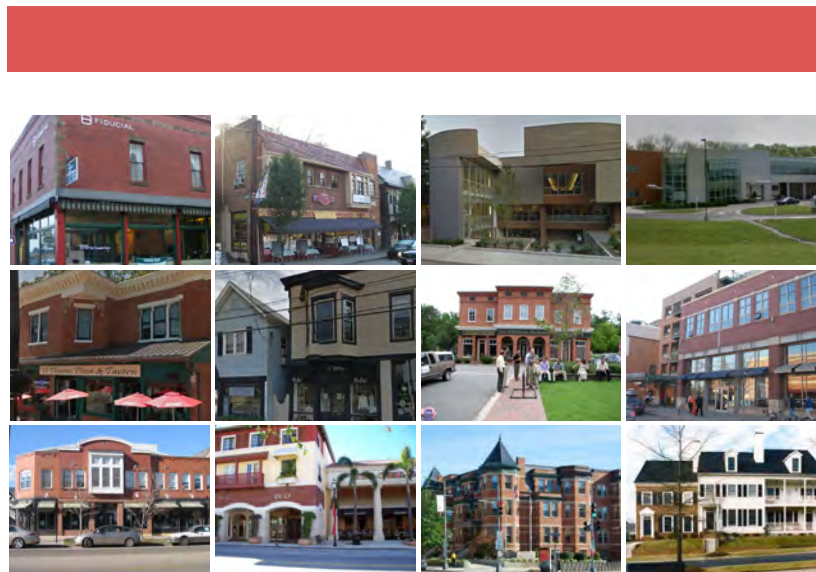
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small



parking areas behind the building; activity center parking may be shared in small lots.

- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 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 Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

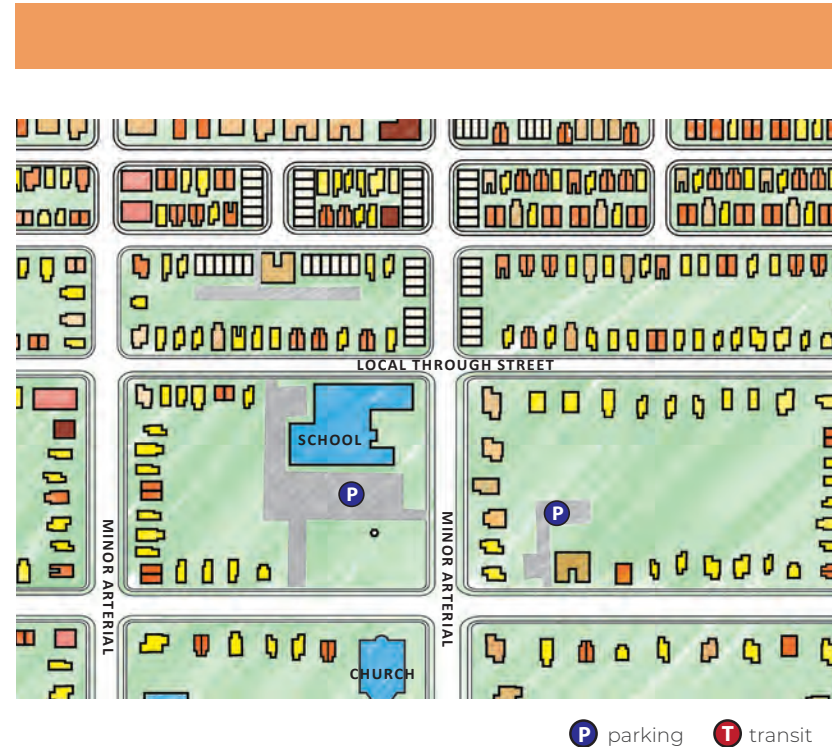
SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.



Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

ORDINANCE NO.: 2021-006

Annexing and Incorporating 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street, Richland County TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3), zoned Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 28 and 27, and contains 8.43 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-007

ALL those certain eleven (11) pieces, parcels, or tracts of land, together with the improvements thereon, situate, lying and being near the City of Columbia in Richland County, South Carolina, and being more fully shown and delineated as "PARCEL A", containing 0.51 acres, more or less, "PARCEL C", containing 0.32 acre, more or less, "Parcel D", containing 0.16 acre, more or less, "PARCEL E", containing 0.55 acre, more or less, "PARCEL F", containing 0.22 acre, more or less, "PARCEL G", containing 5.62 acres, more or less, "Parcel H", containing 0.13 acre, more or less, "PARCEL I", containing 0.39 acre, more or less, "PARCEL J", containing 0.23 acre, more or less, "PARCEL K", containing 0.24 acre, more or less, and "PARCEL L", containing 0.06 acre, more or less, on that certain plat prepared for University of South Carolina by Larry W. Smith, S.C. P.L.S. No. 3724, with Associated E&S, Inc. dated November 30, 2017, recorded on February 16, 2018 in the Richland County Register of Deeds Office in Book 2281 at Page 71 (the "Plat"). Reference to said Plat being craved for a more complete and accurate description, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 19, 2020

RE: **Property Address:** 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, 130 South Assembly Street
Richland County TMS#: 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, 11301-04-13
Owner(s): University of South Carolina
Current Use: Institutional
Proposed Use: Institutional
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2), Urban Core Mixed Residential (UCMR-3), and Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1), a portion within a Flood Protection Area (-FP) and Neighborhood Commercial (C-2), a portion within a Flood Protection Area (-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 2
Census Tract: 28 and 27

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 **December 7, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

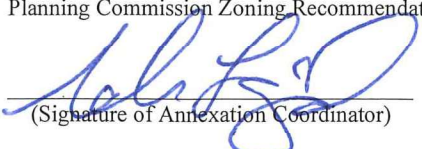
cc:

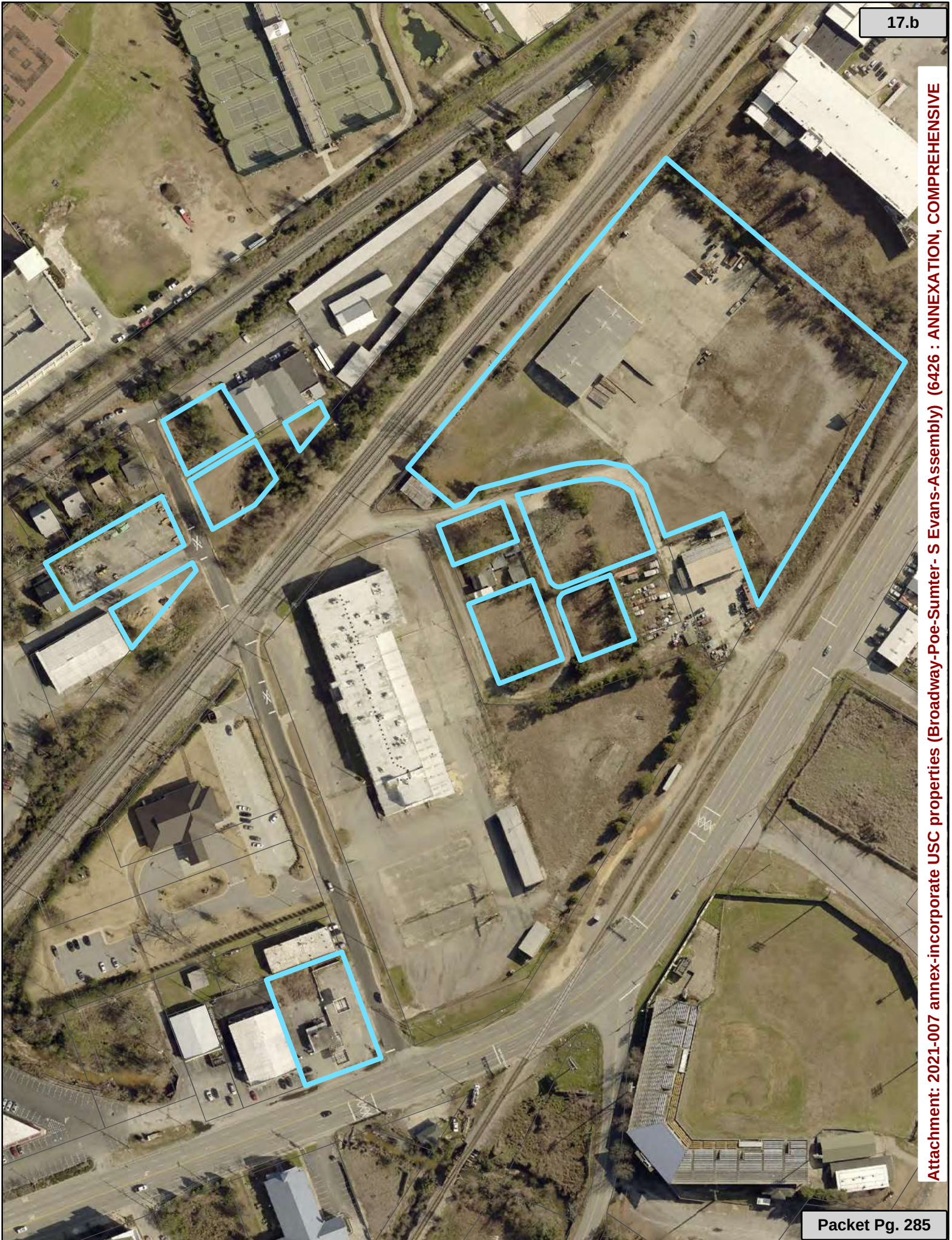
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, 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
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 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
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2, UCMR-3, UCAC-1 (Land Use classification) by 8-0

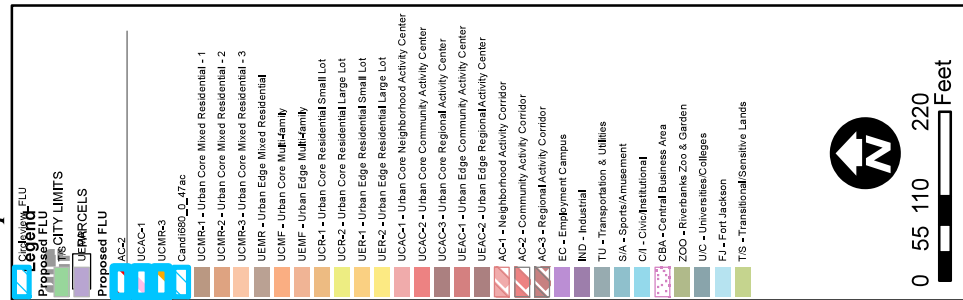
Planning Commission Zoning Recommendation: M-1; M-1, -FP; C-2; C-2, -FP (Zoning classification) by 8-0 on 12/7/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



11 E Broadway St, 11 Poe St, 15 E Broadway St, 12 Et Broadway St, 16 Poe St, 10 Poe St, 108 S Evans St, 108 S Evans St, 109 S Evans St, 202 S Evans St, 204 S Evans St, 205 Summer St, 214 S Evans St, 216 S Evans St, 216 S Evans St, and 130 S Assembly St; TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: AC-2, UCAC-1, and UEMR-3



Attachment: 2021-007 annex-incorporate USC properties (Broadway-Poe-Sumter- S Evans-Assembly) (6426 : ANNEXATION, COMPREHENSIVE

**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

Zoning Map

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	

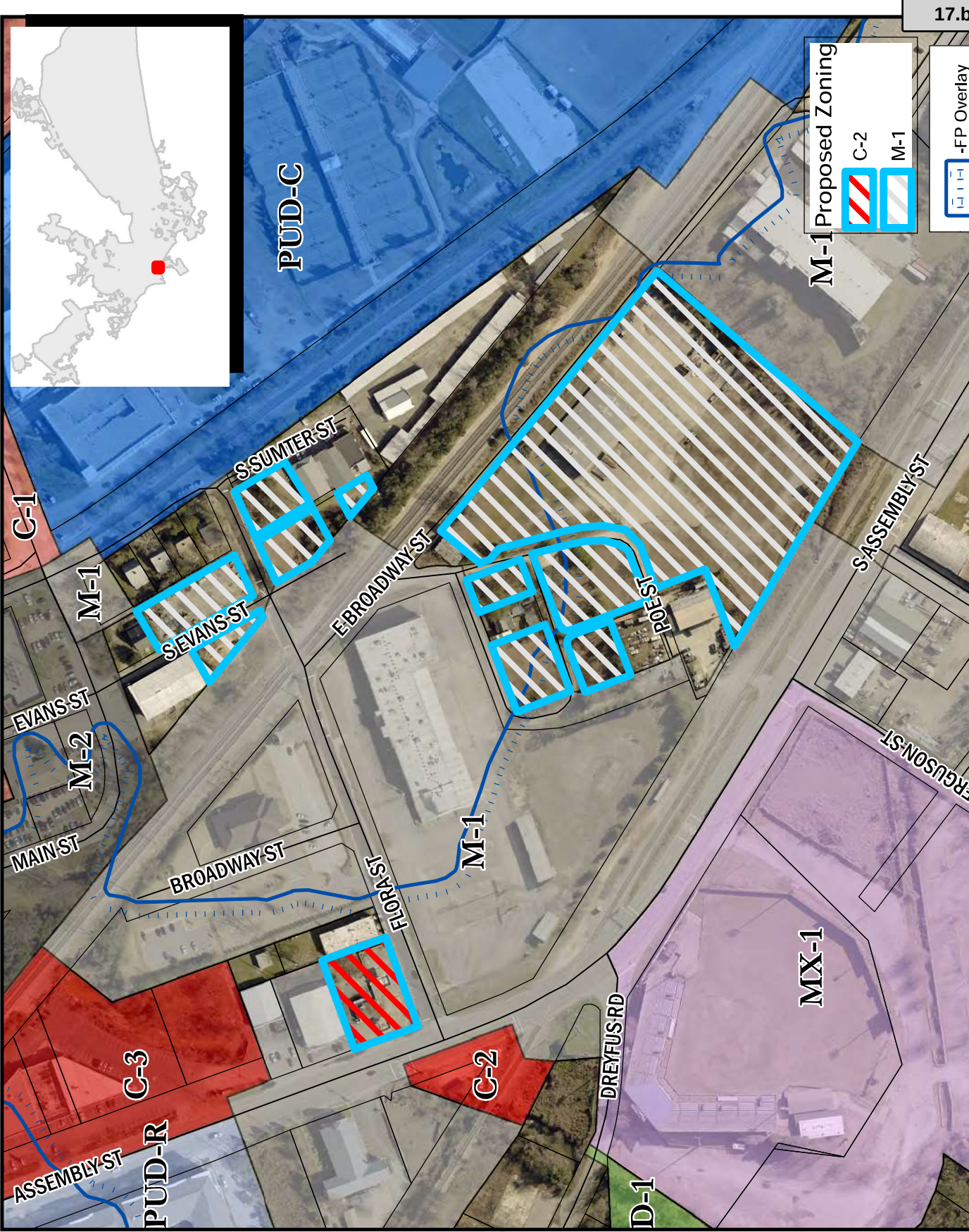
0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

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Packet Pg. 287

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TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13
Existing Rich. Co. Zoning: M-1, Proposed Zoning: M-1 and M-1, -FP and C-2, -FP



M-1 Proposed Zoning

	C-2
	M-1

-FP Overlay

17.b

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

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

Property Description: ALL those certain eleven (11) pieces, parcels, or tracts of land, together with the improvements thereon, situate, lying and being near the City of Columbia in Richland County, South Carolina, and being more fully shown and delineated as "PARCEL A", containing 0.51 acres, more or less, "PARCEL C", containing 0.32 acre, more or less, "Parcel D", containing 0.16 acre, more or less, "PARCEL E", containing 0.55 acre, more or less, "PARCEL F", containing 0.22 acre, more or less, "PARCEL G", containing 5.62 acres, more or less, "Parcel H", containing 0.13 acre, more or less, "PARCEL I", containing 0.39 acre, more or less, "PARCEL J", containing 0.23 acre, more or less, "PARCEL K", containing 0.24 acre, more or less, and "PARCEL L", containing 0.06 acre, more or less, on that certain plat prepared for University of South Carolina by Larry W. Smith, S.C. P.L.S. No. 3724, with Associated E&S, Inc. dated November 30, 2017, recorded on February 16, 2018 in the Richland County Register of Deeds Office in Book 2281 at Page 71 (the "Plat"). Reference to said Plat being craved for a more complete and accurate description, be all measurements a little more or less.

Richland County TMS: 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, 11301-04-13

Property Addresses: 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, 130 South Assembly Street

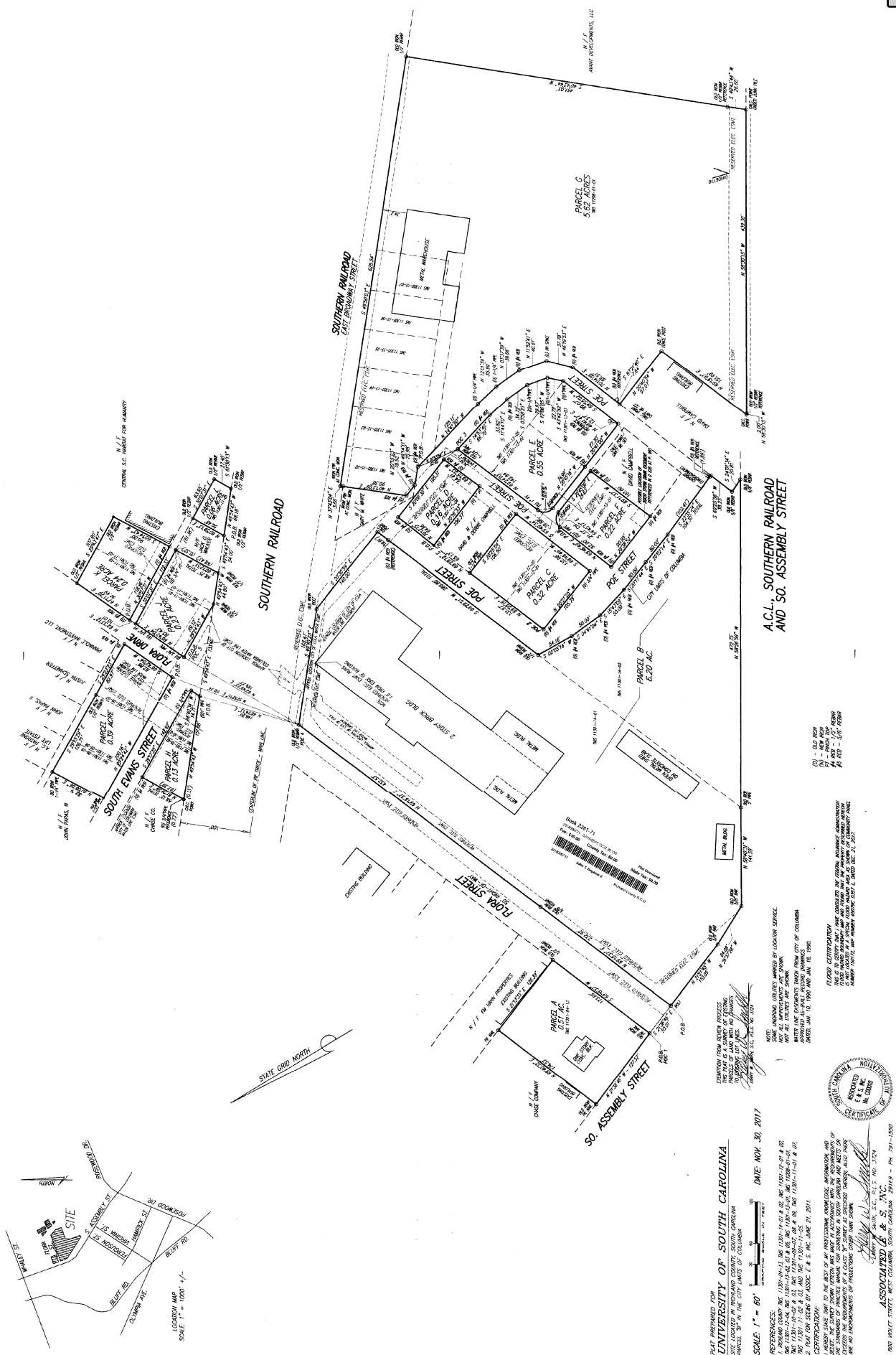
University of South Carolina

BY: DEREK S. GRUNER
 (Print Name)

Date: 11/12/2020


 (Signature)

ITS: UNIVERSITY ARCHITECT
AYP OF PLANNING, DESIGN
AND CONSTRUCTION





CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

1135 Performance Parkway, TMS# 14500-02-24

City Council District:	1
Proposal:	Request to amend the <i>Columbia Compass: Envision 2036</i> Future Land Use Map to modify the land use classification of the parcel from Industrial (IND) to Employment Campus (EC).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 115.44 acres

Current Use: Light Industrial/Vacant Land

Proposed Use: Light Industrial/Vacant Land/Multi-family Residential

Current Land Use Classification: Industrial (IND)

Proposed Land Use Classification: Employment Campus (EC)

Current Zoning: Light Industrial District (M-1)

Proposed Zoning: Office and Institutional District (C-1) / Light Industrial District (M-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classification for the property is Employment Campus (EC).

Industrial (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other

impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Employment Campus (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Industrial (IND)

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

Employment Campus (EC)

Primary Types

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

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

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

STAFF RECOMMENDATION

Staff recommends the amendment of the *Columbia Compass: Envision 2036* Future Land Use Map to modify the land use classification of the property from Industrial (IND) to Employment Campus (EC).



Future Land Use Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 14318.a
Existing FLU: IND, Proposed FLU: EC

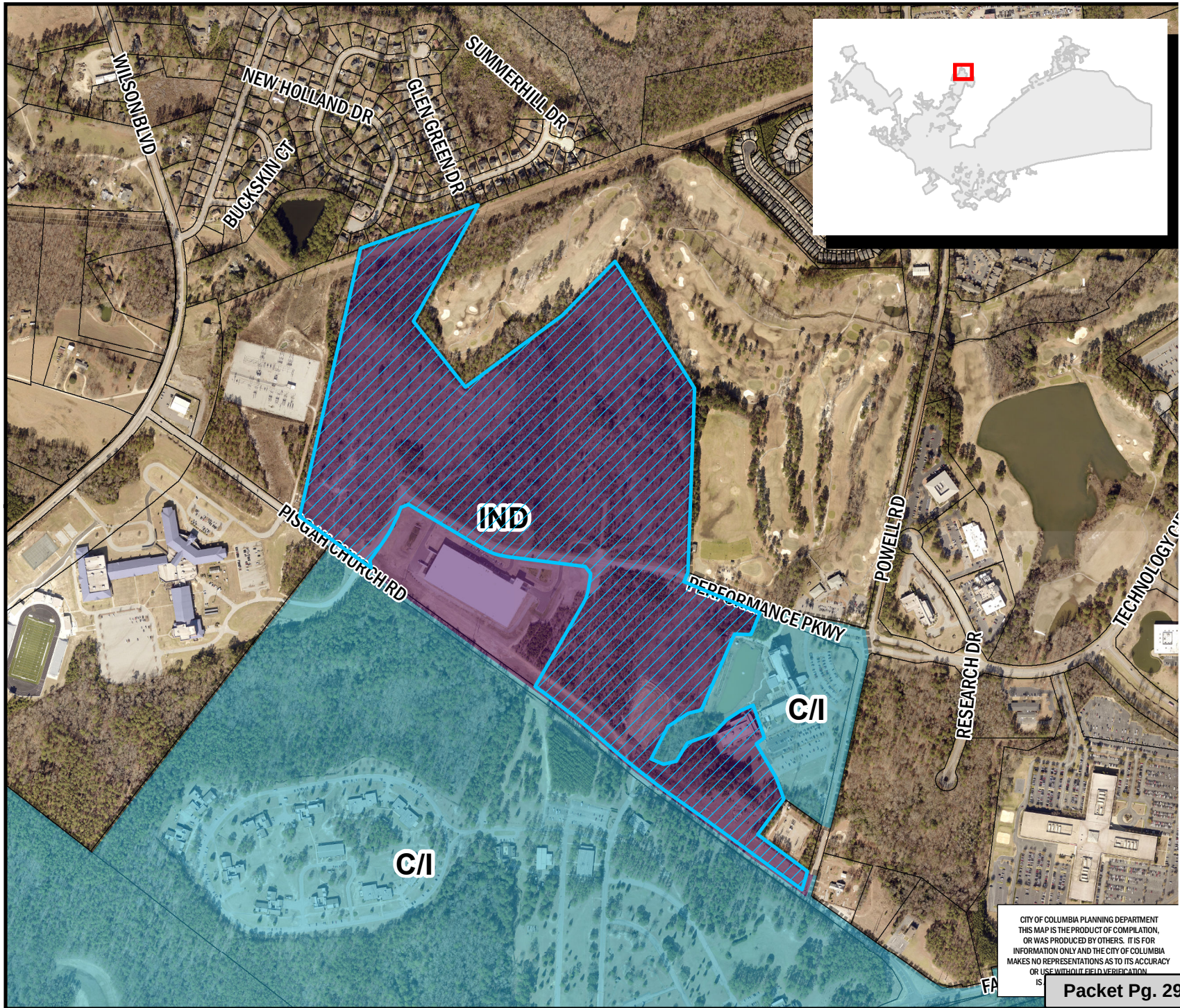
Legend

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
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional 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
- SIA - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UIC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 215 430 860 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/15/2020



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Packet Pg. 293

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-0003-Performance Parkway (6436 : Comprehensive Plan - Future Land Use Map



We Are Columbia

Zoning Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 145
Existing Zoning: M-1

18.a

Legend

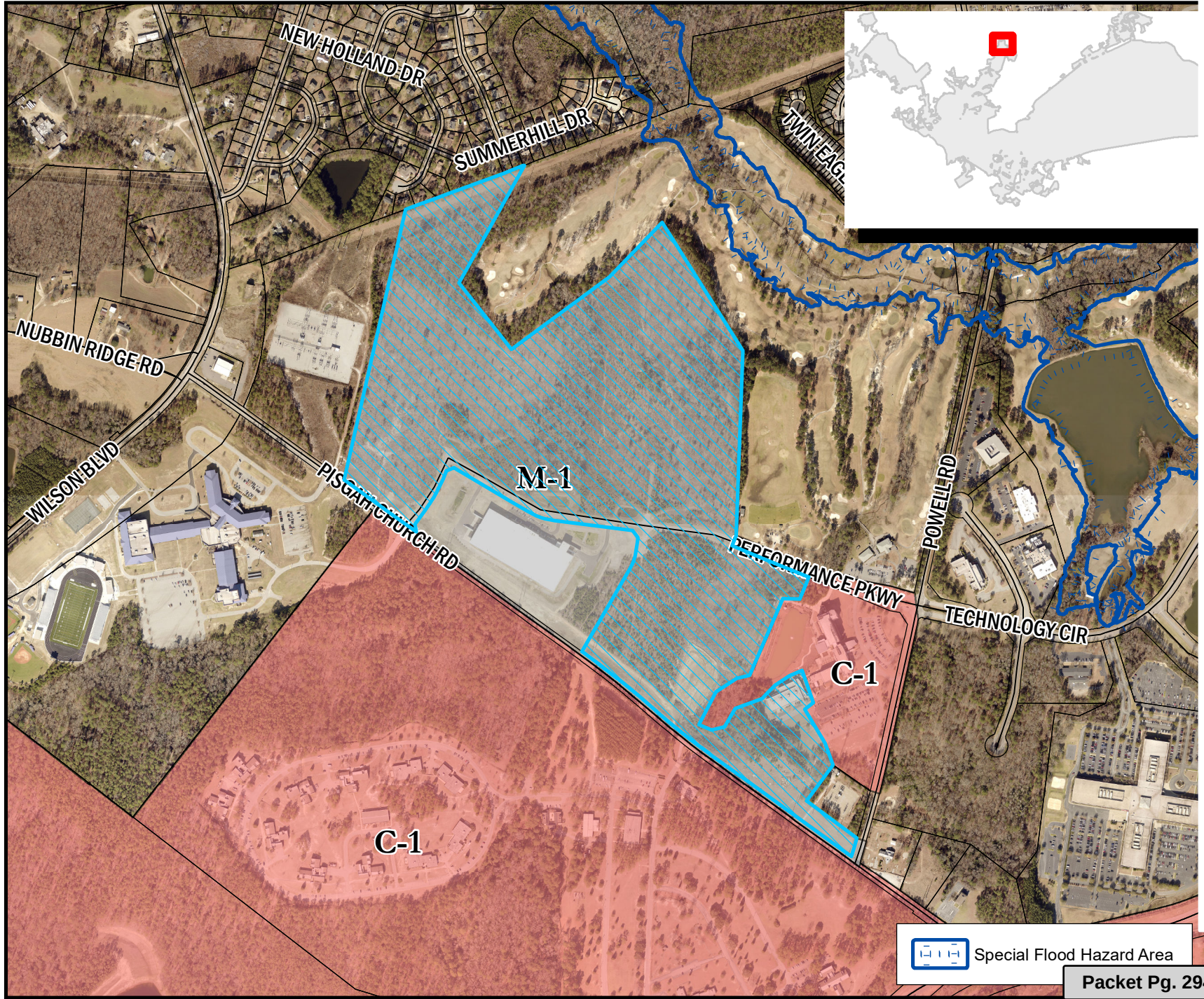
PARCELS

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	

0 200 400 800 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 15, 2020

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Special Flood Hazard Area

Packet Pg. 294

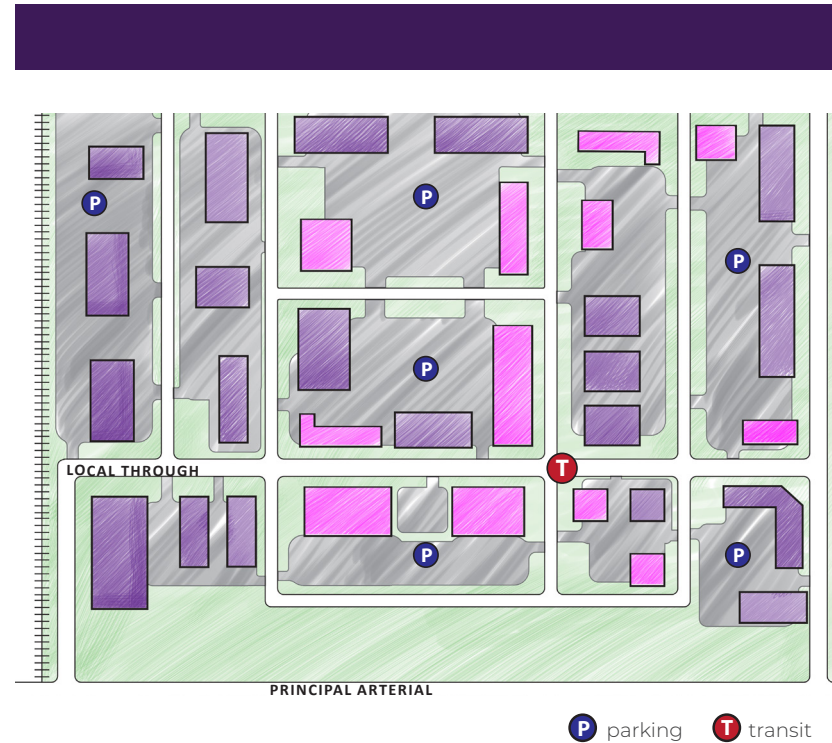
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-0003-Performance Parkway (6436 : Comprehensive Plan - Future Land Use Map

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens spaces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.



ORDINANCE NO.: 2021-003

*Amending the Columbia Compass: Envision 2036 Map to modify the future land use for
1135 Performance Parkway; Richland County TMS# 14500-02-24*

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

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, 1135 Performance Parkway; Richland County TMS# 14500-02-24, was included within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020, and was assigned the designated future land use classification of Industrial (IND), while the future land use classification of Employment Campus (EC) is more appropriate, and the Columbia Compass: Envision 2036 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 _____, 2021, that the designated land use for 1135 Performance Parkway; Richland County TMS# 14500-02-24, was identified as Industrial (IND) in within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020. This property is apportioned to City Council District 1, Census Tract 114.21, contains 115.44 acres, and the land use classification shall be amended to Employment Campus (EC).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Future Land Use Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 14500-02-24;
Existing FLU: IND, Proposed FLU: EC

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
 - UCMF • Urban Core Multi-Family
 - 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
 - UCAC-3 • Urban Core Regional 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
 - SIA • Sports/Amusement
 - CI • Civic/Institutional
 - CBA • Central Business Area
 - ZOO • Riverbanks Zoo & Garden
 - UC • Universities/Colleges
 - FJ • Fort Jackson
 - TR • Transitional/Sensitive Lands



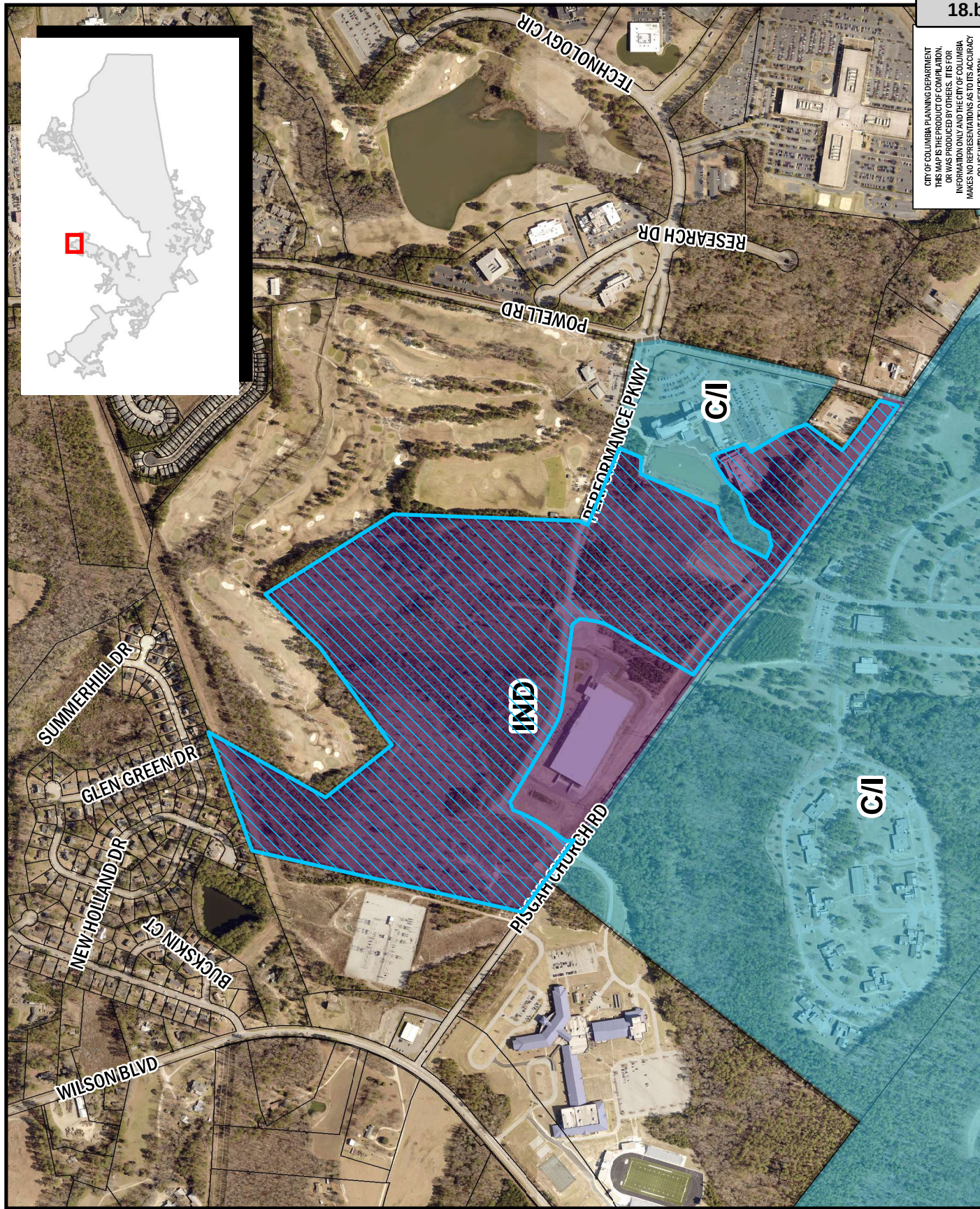
0 215 430 860 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaugnessy
Date: 10/15/2020



Packet Pg. 300

Attachment: 2021-003 1135 Performance Parkway FLU (6436 : Comprehensive Plan - Future Land Use Map Amendment 1135 Performance



18.b

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CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary

2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street,

TMS# 11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10

Council District:	2
Proposal:	Request to rezone the parcel from General Residential District (RG-1), General Residential District (RG-2), and Neighborhood Commercial District (C-2) to Office and Institutional District (C-1)
Applicant:	Anna M Davis, Second Nazareth Baptist Church
Staff Recommendation:	Approval
PC Recommendation:	12/07/2020; Approval (7-0)
ZPH, 1st Reading:	01/19/2021; Pending
2nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 1 acre
Current Use: Residential
Proposed Use: Parking Lot, potential future residential
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: General Residential District (RG-1), General Residential District (RG-2), and Neighborhood Commercial District (C-2)
Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Residential Small Lot (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the

City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

The subject property is located within the study area of *A Plan for Redevelopment of East Central City* (2004), specifically within Cluster 4. Overall recommendations include the encouragement of homeownership and rehabilitation, the creation of a pedestrian friendly environment, and the preservation, enhancement, and creation of open space (Section 2 pages 14-15). A site analysis of the cluster does not specifically identify the subject property for intervention (Section 3A Page 16), and the plan sets forth a land use of Detached Single Family Residential (Low Density) for the subject property (Section 2 Page 12). The streetscape analysis identified Elmwood and Read streets as residential corridors (Section 4D Page 1), for which traffic calming components and pedestrian amenities are recommended. The Plan did not make any recommendations for catalyst projects to occur on the subject property.

City Council generally has maintained a policy to discourage the encroachment of commercial zoning districts into residential districts. Staff supports that policy, but concludes that the conditions and circumstances of this request warrant approval. The subject property is not a part of a contiguous neighborhood context, but is at the convergence of institutional uses that include Second Nazareth Church, a newly developed senior housing development, and large-scale development associated with the Columbia Housing Authority to include Allen-Benedict Court. The owner proposes that the use will be, in the short term, parking and, in the future, potentially housing. There are several nearby examples of institutionally developed housing to include Benedict-Allen CDC, United House of Prayer for all People, and CHA, that have benefitted the neighborhood greatly. While not a part of the rezoning decision, staff recommends that the City work with these entities to ensure that redevelopment efforts are coordinated and produce outcomes that are best for current and future residents.

PROPOSED ZONING DISTRICT SUMMARY

The subject properties are currently zoned General Residential District (RG-1) and General Residential District (RG-2) and Neighborhood Commercial District (C-2). The abutting properties in the City of Columbia have base zoning of Planned Unit Development-Residential District (PUD-R) to the West and South, Neighborhood Commercial District (C-2) to the North, and General Residential District (RG-1) to the East.

The proposed zoning district is Office and Institutional District (C-1).

General Residential District (RG-1), (RG-2)

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.

Neighborhood Commercial District (C-2)

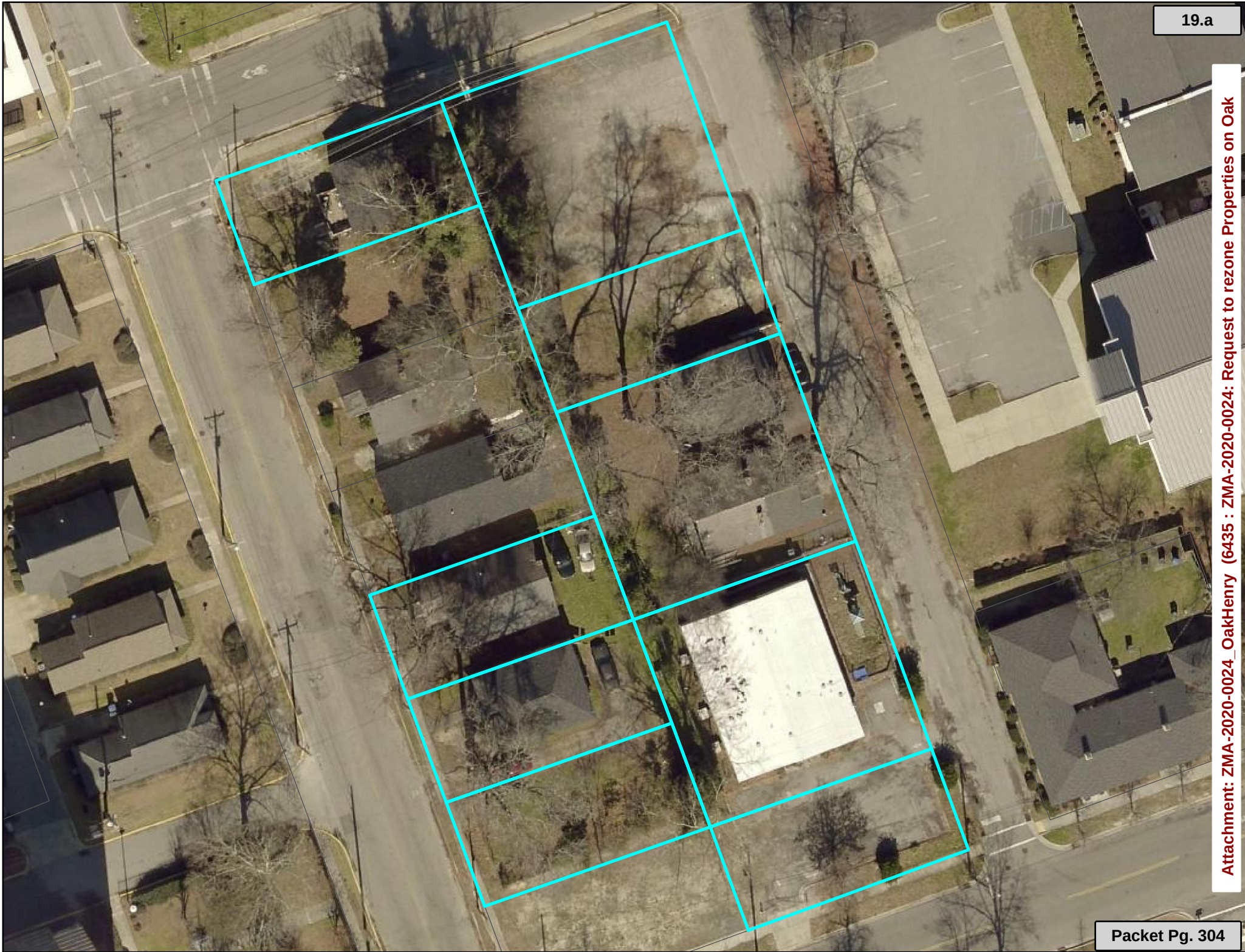
The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

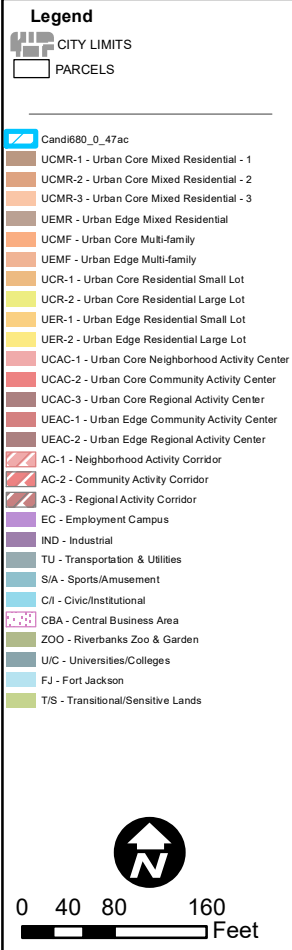
STAFF RECOMMENDATION

Staff recommends that City Council rezone the property from RG-1, RG-2, and C-2 to C-1.



Future Land Use Map

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/10/2020



We Are Columbia

2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 He
TMS# 11505-14-01, -02, -03, -04, -05, -06, -08, -09, & -10
Existing FLU: UCR-1

19.a



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Packet Pg. 305

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0024 OakHenry (6435 : ZMA-2020-0024: Request to rezone Properties on Oak

Zoning Map

Department of Planning &
Development Services

Legend

PARCELS

D-1

RS-1

RS-1A

RS-1B

RS-2

RS-3

RD

RD-2

RG-1

RG-1A

RG-2

RG-3

UTD

MX-1

MX-2

C-1

C-2

C-3

C-3A

C-4

C-5

M-1

M-2

PUD-C

PUD-LS

PUD-LS-E

PUD-LS-R

PUD-R

OUT OF CITY

0

50

100

200

Feet

N

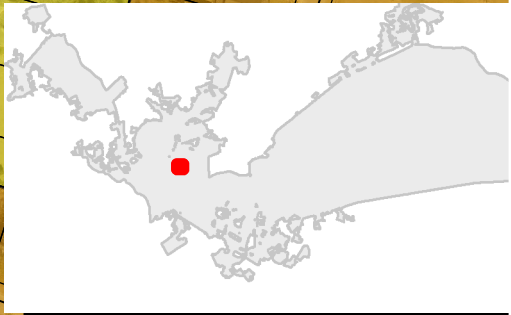
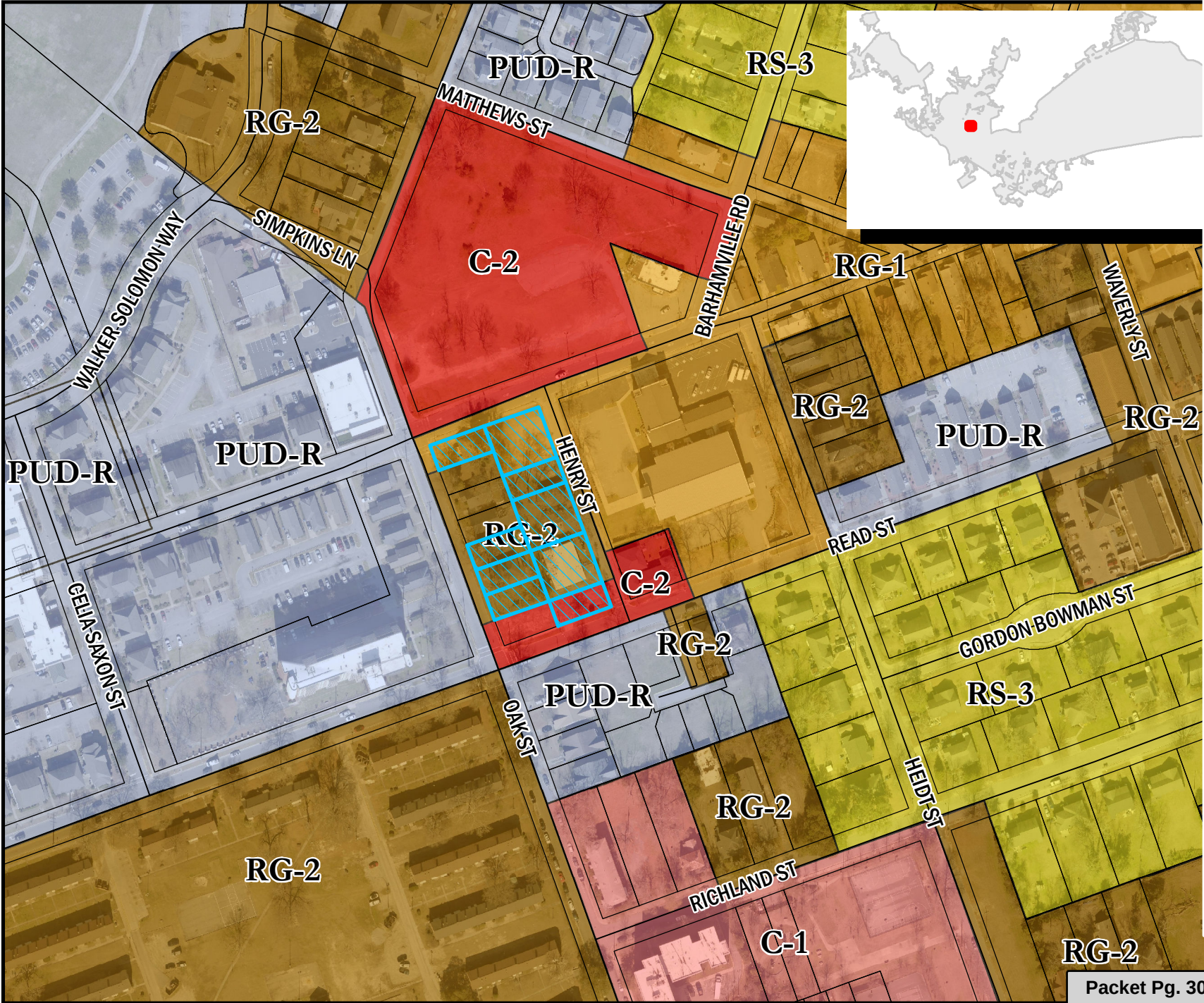
ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 10, 2020

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2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry
TMS# 11505-14-01, -02, -03, -04, -05, -06, -08, -09, and -10
Existing Rich. Co. Zoning: RG-1, RG-2, and C-2, Proposed Zoning: C-1

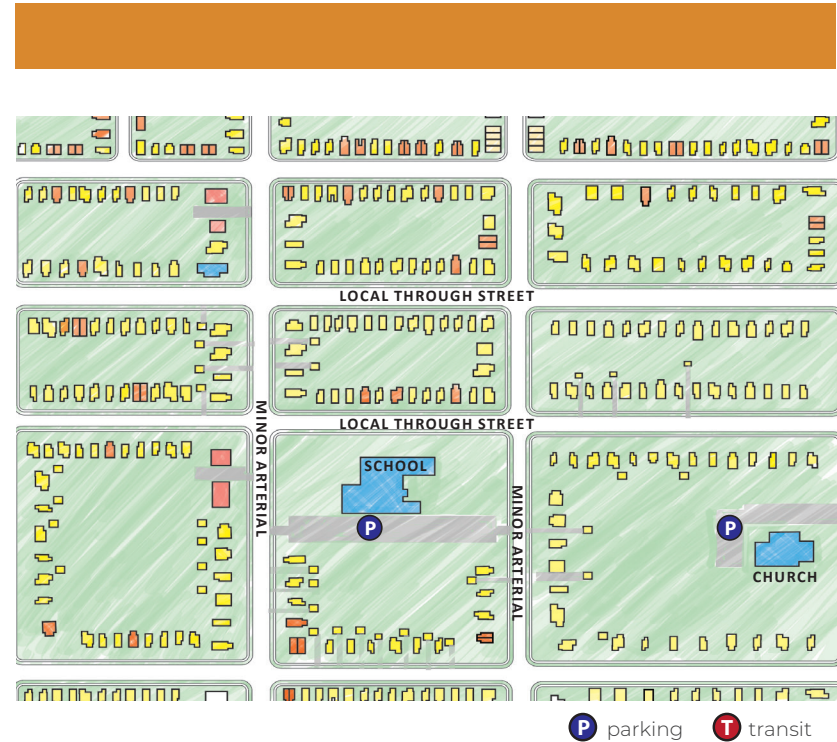


Attachment: ZMA-2020-0024 OakHenry (6435 : ZMA-2020-0024: Request to rezone Properties on Oak

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Table of Permitted Uses
RG-1
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Nursing and personal care facilities
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Day Care Facilities (17-265)
Residential Care (17-266)
Religious Organizations
Fraternity and sorority houses

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling

Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family social services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)

Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in

Bed and breakfast hotel (Sec. 17-271)
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development

Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

Proposal: Repeal current City of Columbia Zoning Map and adopt new City of Columbia Zoning Map to take effect on March 31, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

ZPH, 1st Reading: Pending (Proposed schedule at end of summary)

2nd Reading: Pending

SUMMARY

The matter before City Council is consideration of a new zoning map for the City. This is the final step in the adoption of the Unified Development Ordinance (UDO). The UDO (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020 and replaces the zoning and land development ordinance. The new UDO contains new and revised zoning districts and, to implement the regulations, a new map establishing these districts to parcels in the City needs to be adopted. The maps have been published online since March 2020 and a virtual public meeting was held in September 2020. Staff offered one-on-one meetings to the public to discuss the draft map and additional opportunities will be made available for the public to meet with staff to discuss specific properties and have questions answered. The current effective date of the map and the Ordinance is March 31, 2021; however, this date is proposed to be changed by Council to permit additional time for review and comment. Since publication, through input and review, staff has noted needed changes to the map. These, and others requested by Council, will be processed for review by Planning Commission and Council prior to the effective date established by Council. A proposed schedule is included at the end of the summary.

A PDF copy of the proposed map to include overlay districts is included with this packet. Links to the digital copy of the map with parcel information as well as the text of the Uniform Development Ordinance can be found at www.weplantogether.org/columbiareview. If a member of the public would like to make an appointment to review a printed copy of the map, they may contact the Zoning Office at 803-545-3333.

UNIFORM DEVELOPMENT ORDINANCE BACKGROUND/ TIMELINE

To assist in understanding the new zoning map, which implements the new UDO, a summary of the need and content of the UDO is warranted. Most directly applicable to the map is Article 3: Zoning Districts. Columbia's zoning code was last updated in the 1970s and, while there are provisions that have aged well, much of it no

longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan, called Plan Columbia, in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City's Code Consultants. The work program was as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

PROJECT TIMELINE

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015:	Public Forum and Stakeholder Interviews
February 16-17, 2016:	Public Meetings RE: Code Assessment presentation and discussion
May 23-24, 2016:	Public Meetings RE: Module 1
January 17-18, 2018:	Public Meetings RE: Modules 2 and 3
March 27, 2018:	Public Meetings RE: Modules 2 and 3
January 2019:	Planning Commission Recommendation
March 19, 2019:	City Council Public Hearing
July 16, 2019:	City Council Work Session
August 20, 2019:	City Council 2 nd Reading Approval of UDO

Upon approval of the UDO, staff began the work of drafting a new zoning map to correspond to the new UDO. Meetings associated with this initiative were delayed due to the pandemic, but included:

March 3, 2020:	Draft Zoning Map released for review and comment
September 29, 2020:	Virtual Public Meeting re: Zoning Map
September 30 -October 8, 2020:	One-on-One Meetings

All documents associated with the project, along with meeting updates are posted at the project website: www.weplantogether.org/columbiareview

SUMMARY OF UNIFIED DEVELOPMENT ORDINANCE

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article.

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;

- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City’s development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City’s basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential district regulations stay largely the same as they are in current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

NEXT STEPS/PROPOSED SCHEDULE

City Council will hold the public hearing to consider and receive input on the new maps. No action will be taken. To facilitate the ability of the public to review and have questions answered about specific properties, additional one-on-one appointments are available via phone or video conference. An appointment can be scheduled through a link located at www.columbiasc.gov/zoning or by calling 803-545-3333

Council will provide for additional time for input, after which, adoption of the maps will require two affirmative readings. To accommodate this time, we propose to reschedule the effective date of the code and ordinance. The delay in the effective date from adoption is needed to allow time to reconfigure software, revise applications, and associated procedures.

Staff, through public input and review, have discovered needed changes in the draft map and it is anticipated that additional parcels will be identified through the public hearing and one-on-ones. The proposed schedule for incorporating these changes and the remaining process follows.

January 19, 2021	Public Hearing
January 20-25, 2021	One-on-One Appointments
January 20 - February 26, 2021	Period for additional input/Stakeholder-Neighborhood Meetings
March 16, 2021	City Council amend effective date to August 30, 2021/Review input and proposed changes
April 6, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 6, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	UDO and Map Effective

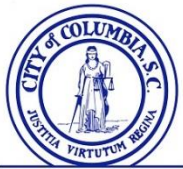
STAFF RECOMMENDATION

Staff recommends approval of the request.

City of Columbia

Proposed New Zoning Maps

November 2020

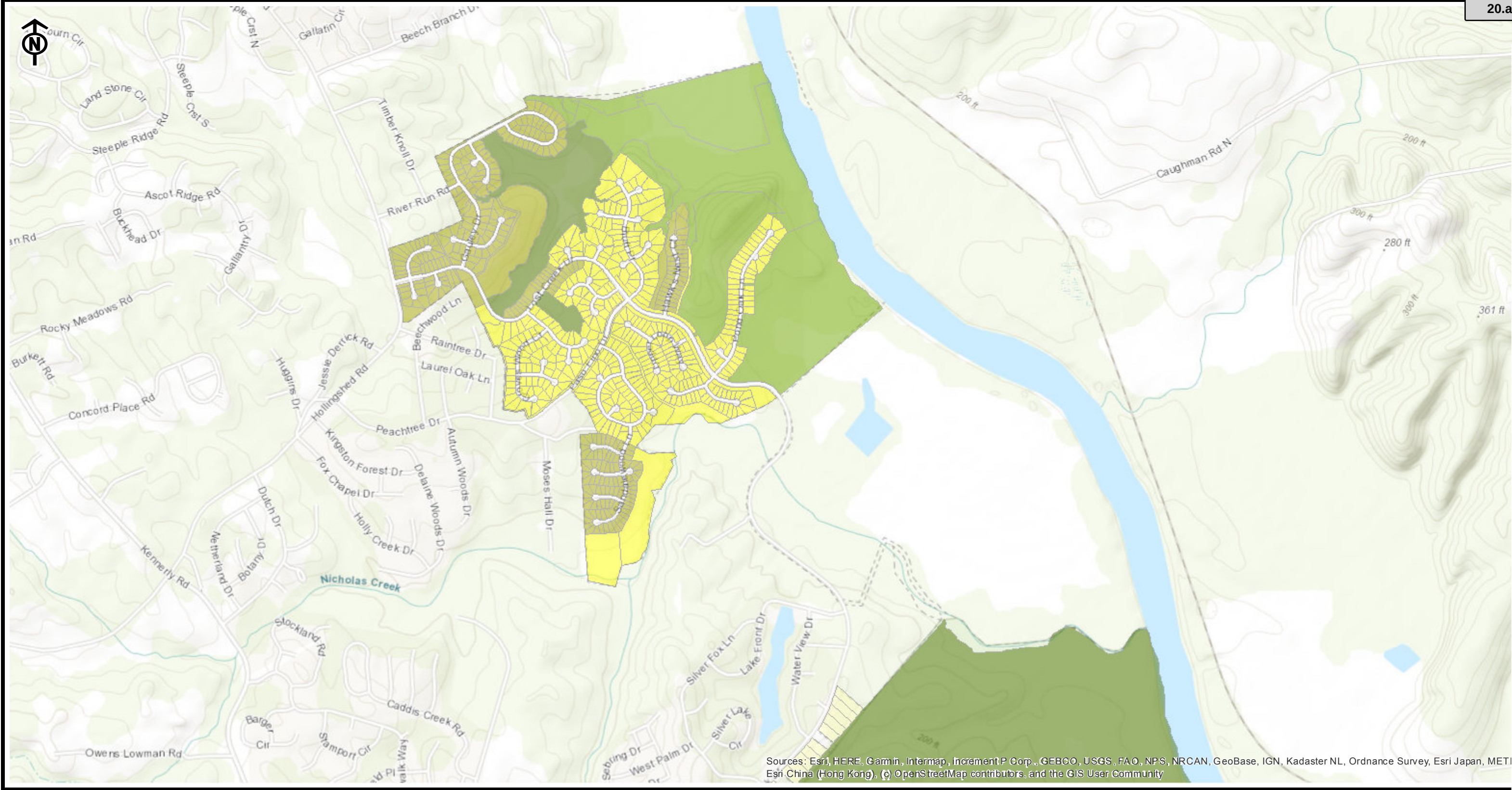


We Are Columbia



Packet Pg. 318

VISION STATEMENT



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

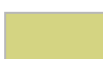


Proposed Zoning Map
City of Columbia

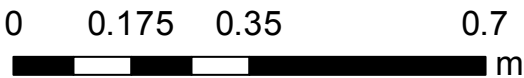


November 2020

Zoning District

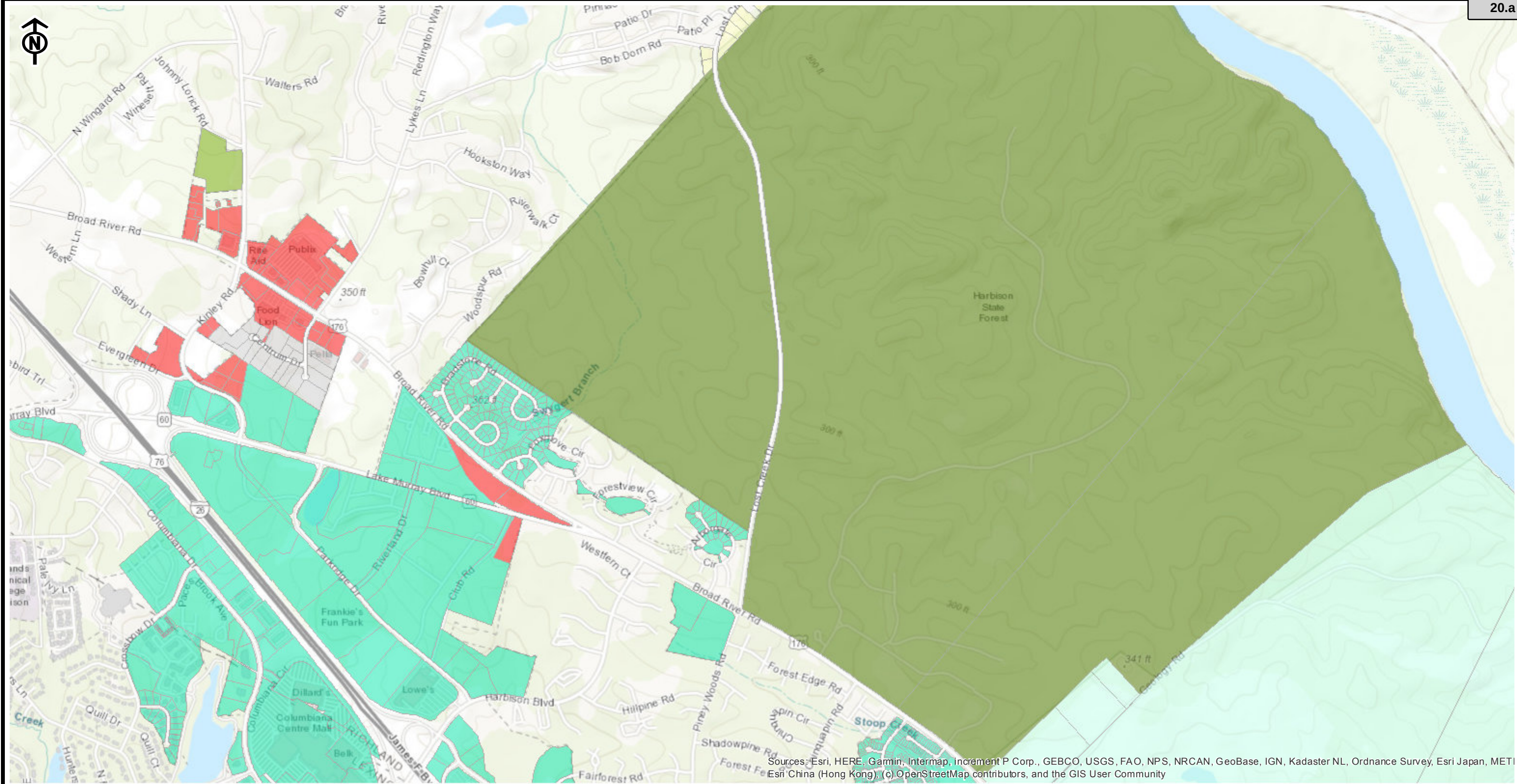
-  LL-R: Large Lot - Reserve District
-  RSF-1: Residential Single Family - Large Lot District
-  RSF-2: Residential Single Family - Medium Lot District
-  RSF-3: Residential Single Family - Small Lot District

 T/C: Transitional/Conservation District



1 in = 1,505 ft
1:18,056

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Proposed Zoning Map

City of Columbia

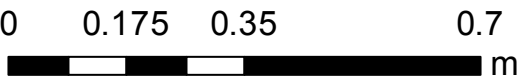


November 2020

Zoning District

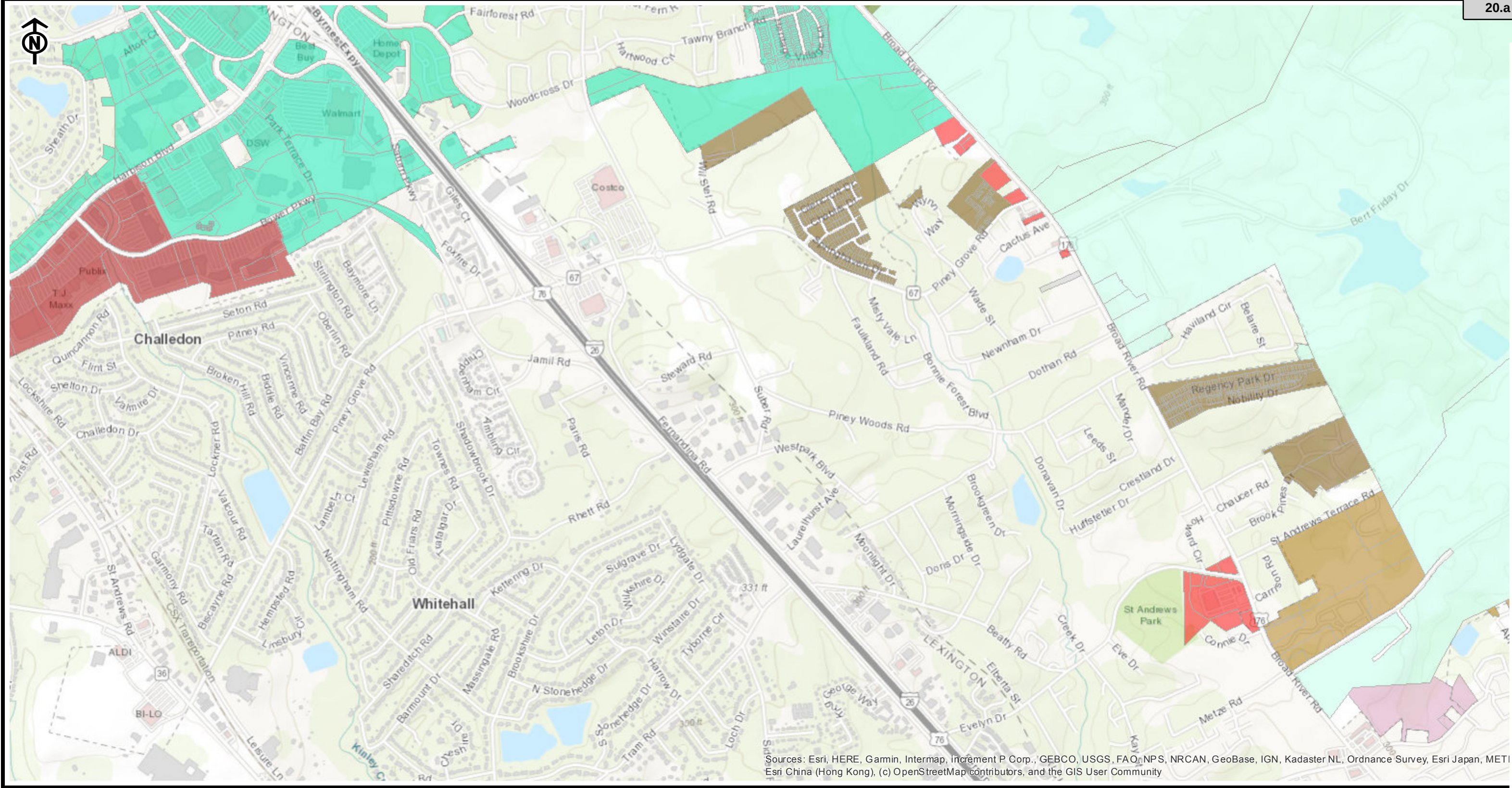
- CAC: Community Activity Center/Corridor
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- PD: Planned Development
- RSF-1: Residential Single Family - Large Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia

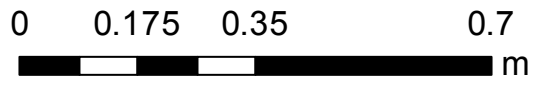


November 2020

Zoning District

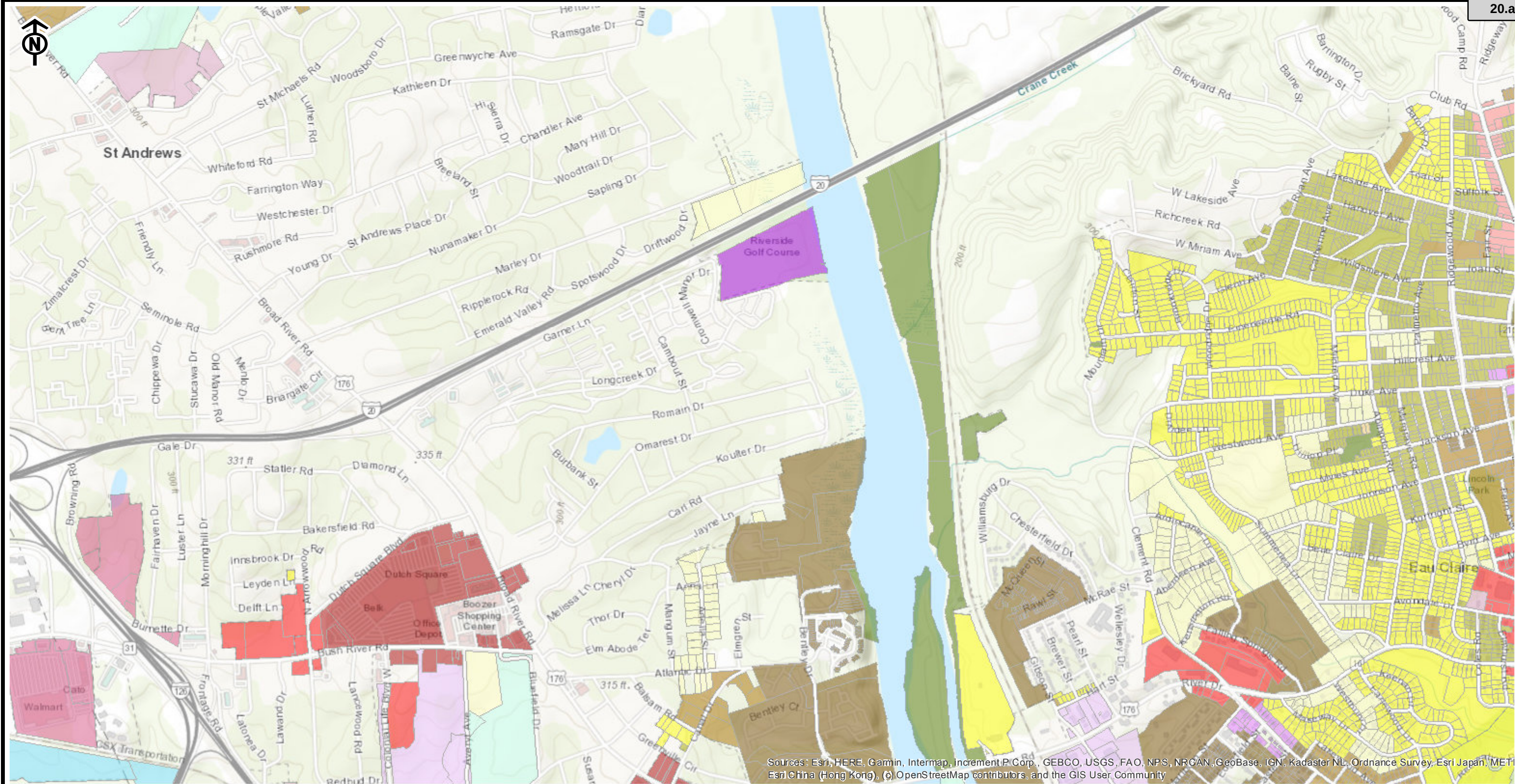
- CAC: Community Activity Center/Corridor
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- O-I: Office and Institutional District

- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



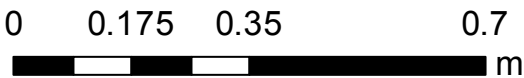
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

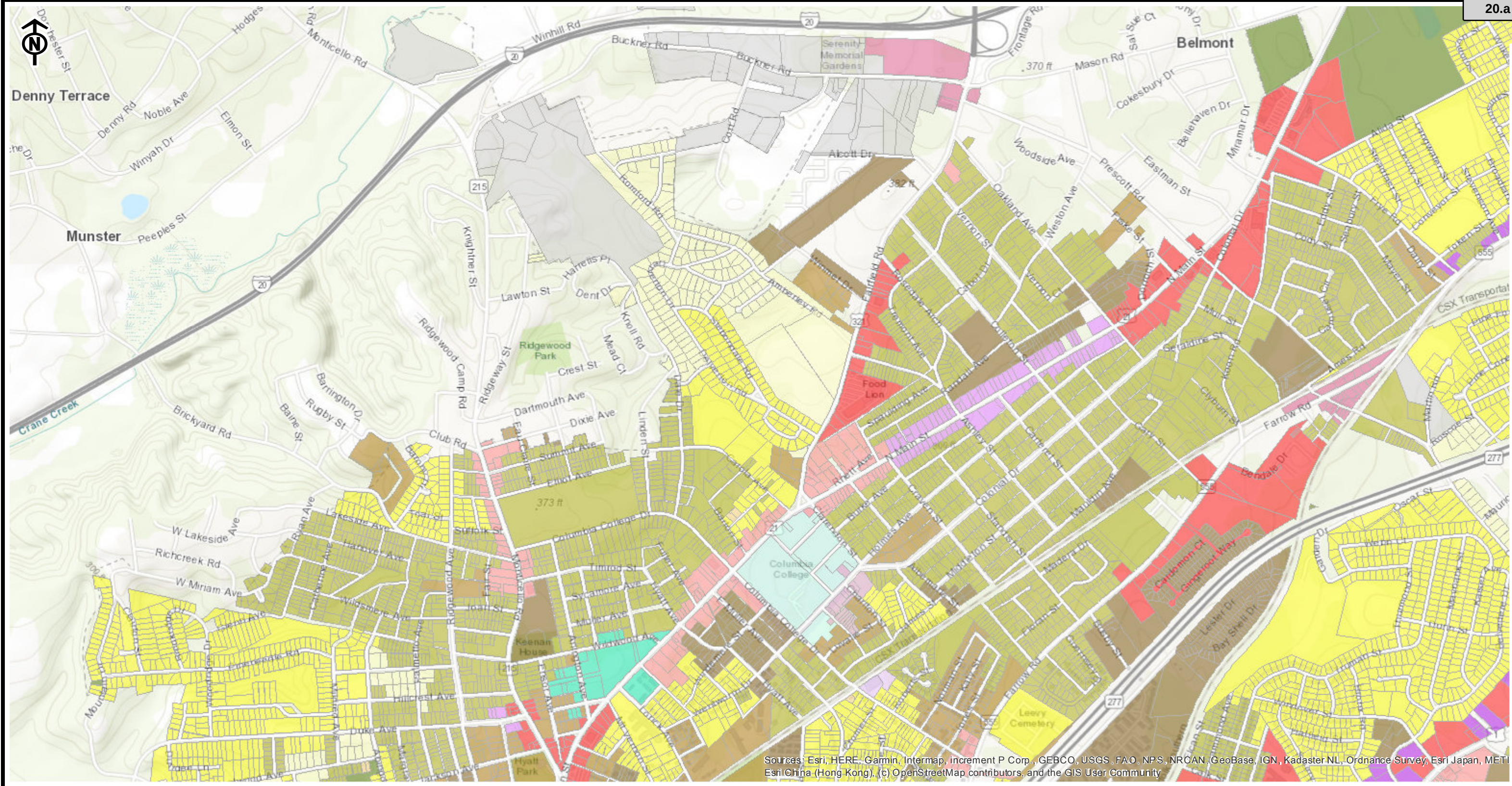
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



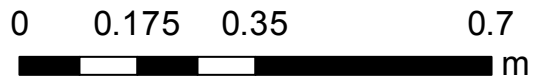
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RD: Residential Two-Family District

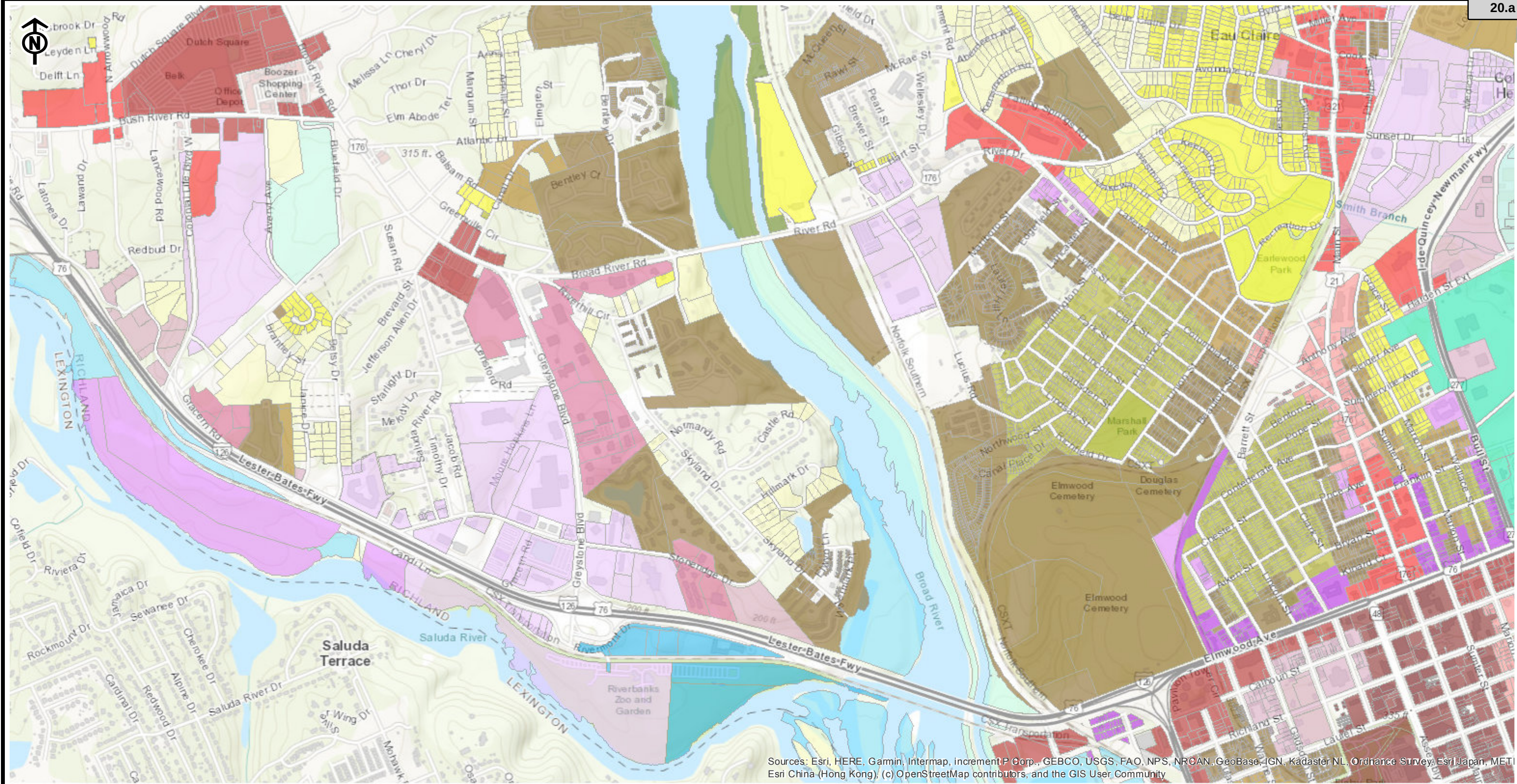
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- DAC: Downtown Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District
- INS-ZOO: Institutional - Riverbanks Zoo and Gardens District

- LI: Light Industrial District
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- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

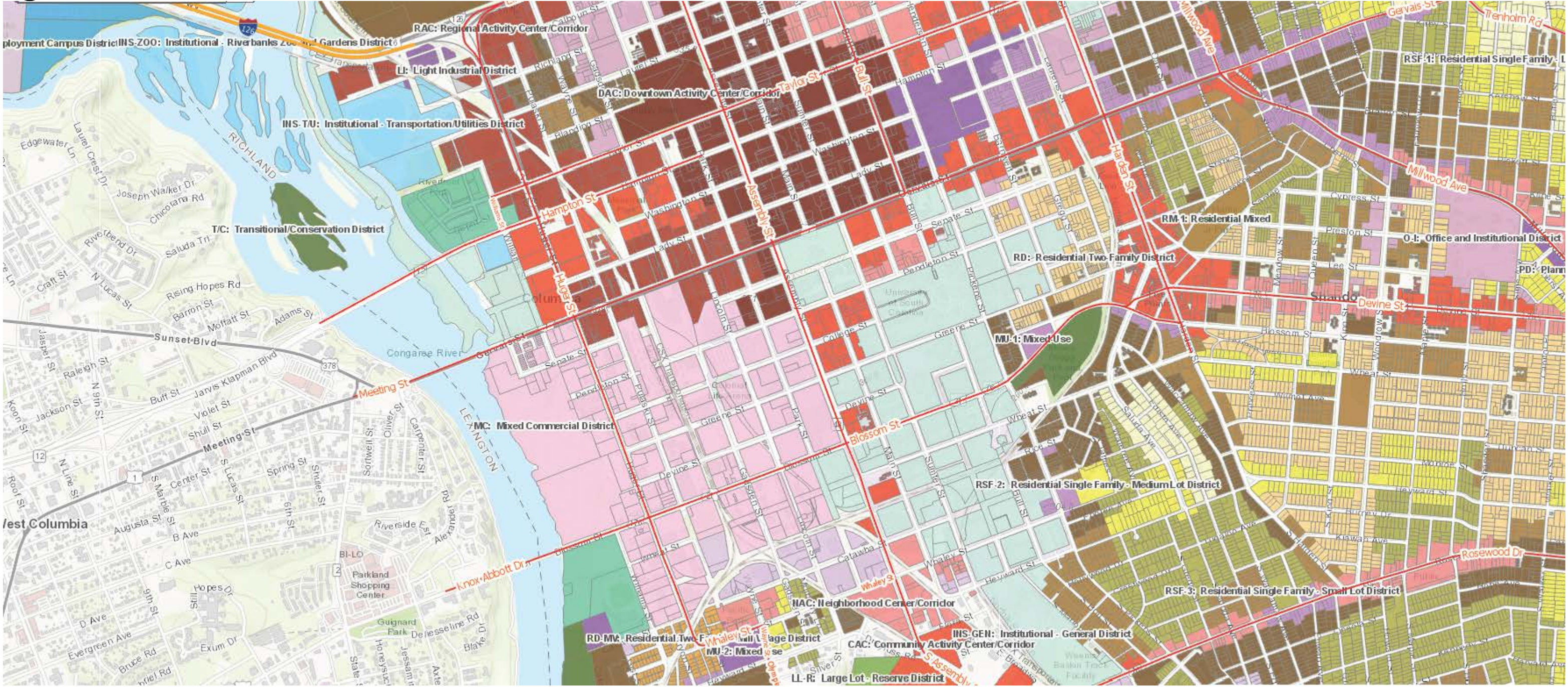
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
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0 0.175 0.35 0.7 m

1 in = 1,505 ft

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Proposed Zoning Map
City of Columbia



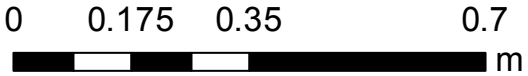
November 2020

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- INS-T/U: Institutional - Transportation/Utilities District
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- MU-2: Mixed-Use
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- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor

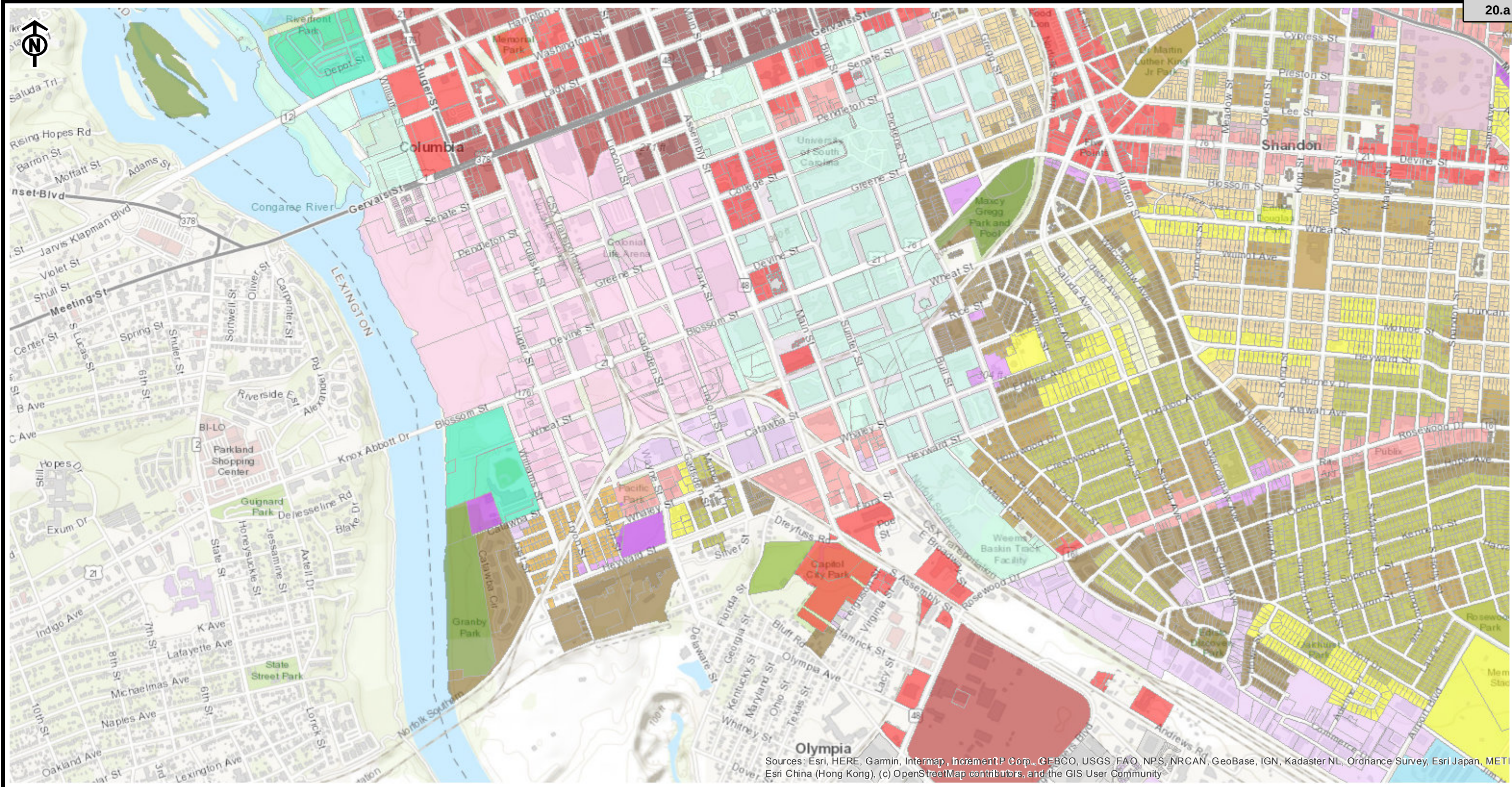
- RD: Residential Two-Family District
- RD-MV: Residential Two-Family - Mill Village District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



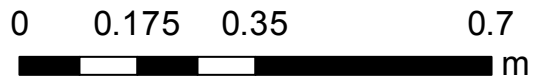
November 2020

Zoning District

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- DAC: Downtown Activity Center/Corridor
- EC: Employment Campus District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- MC: Mixed Commercial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

- RD-MV: Residential Two-Family - Mill Village District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
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Proposed Zoning Map

City of Columbia



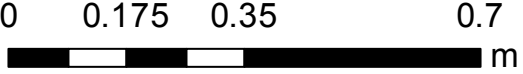
November 2020

Zoning District

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- EC: Employment Campus District
- GC: General Commercial District
- HI: Heavy Industrial District
- INS-T/U: Institutional - Transportation/Utilities District

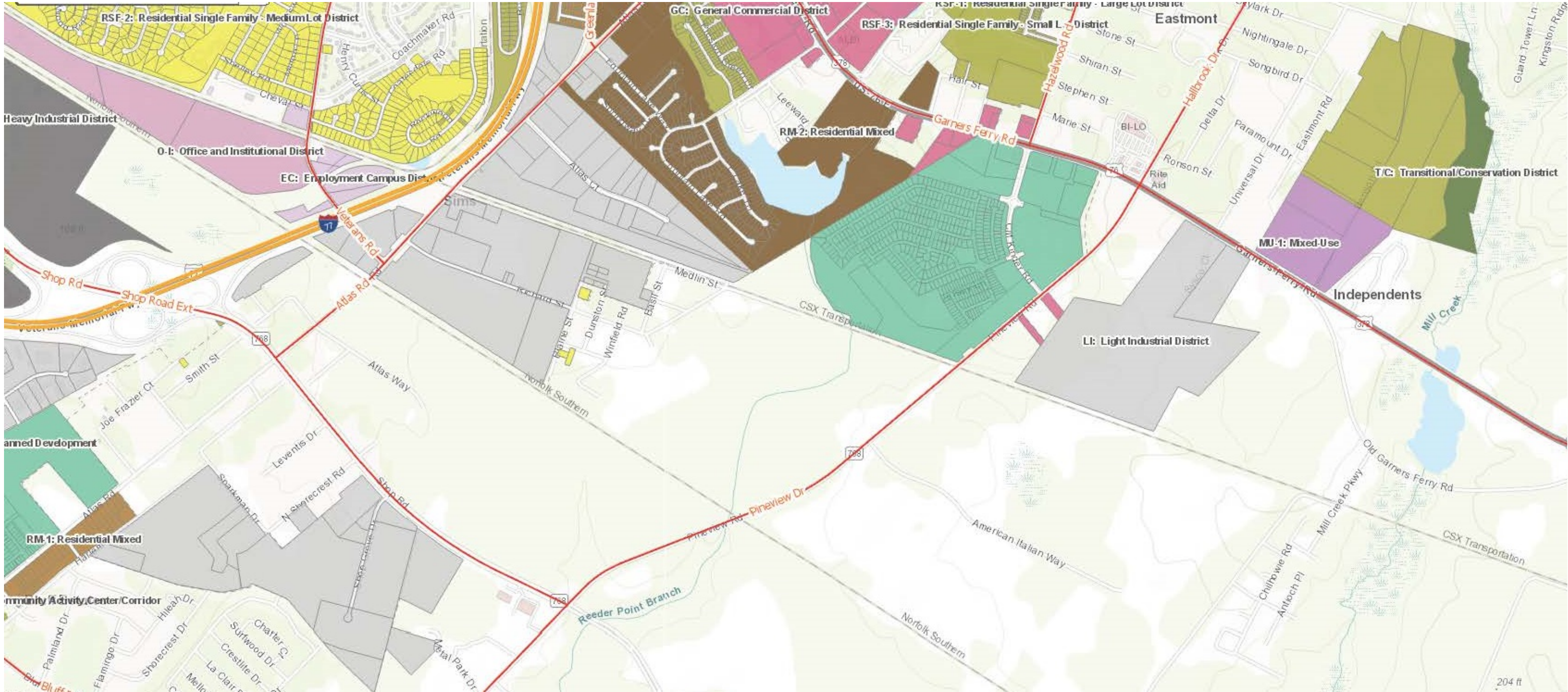
- LI: Light Industrial District
- O-I: Office and Institutional District
- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District

- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



1 in = 1,505 ft
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Proposed Zoning Map

City of Columbia



November 2020

Zoning District

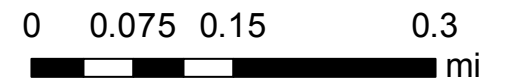
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- MU-1: Mixed-Use
- O-I: Office and Institutional District
- RM-1: Residential Mixed
- RM-2: Residential Mixed

- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District

Street & Ownership

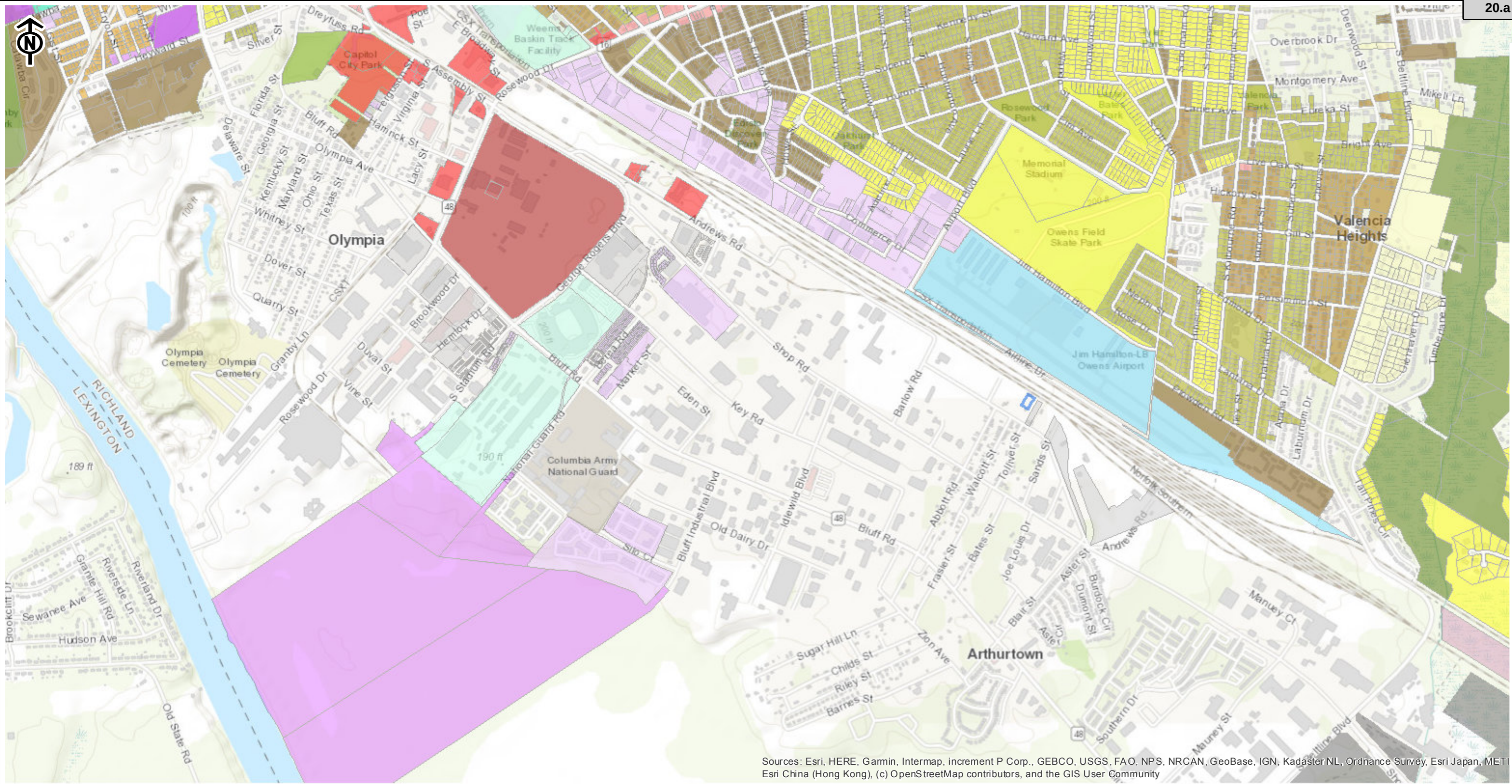
- Interstate
- Highway
- City Maintained

- State Maintained
- Private
- Others
- Red: Band_1
- Green: Band_2
- Blue: Band_3



1 in = 752 ft
1:9,028

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Proposed Zoning Map

City of Columbia



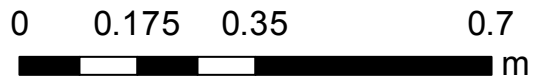
November 2020

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- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD-MV: Residential Two-Family - Mill Village District

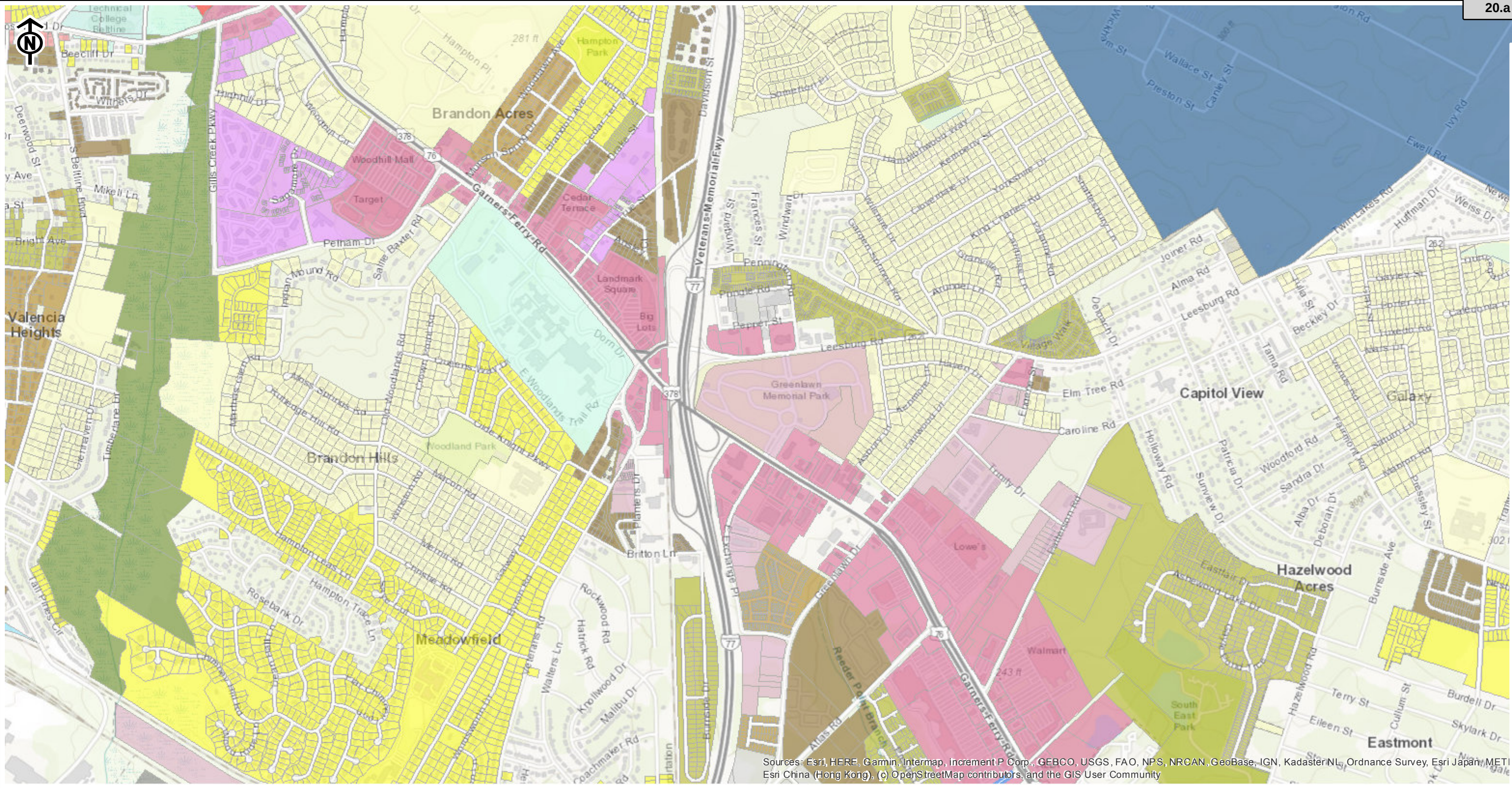
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



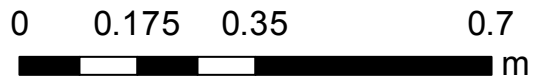
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- NAC: Neighborhood Center/Corridor
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- RM-2: Residential Mixed

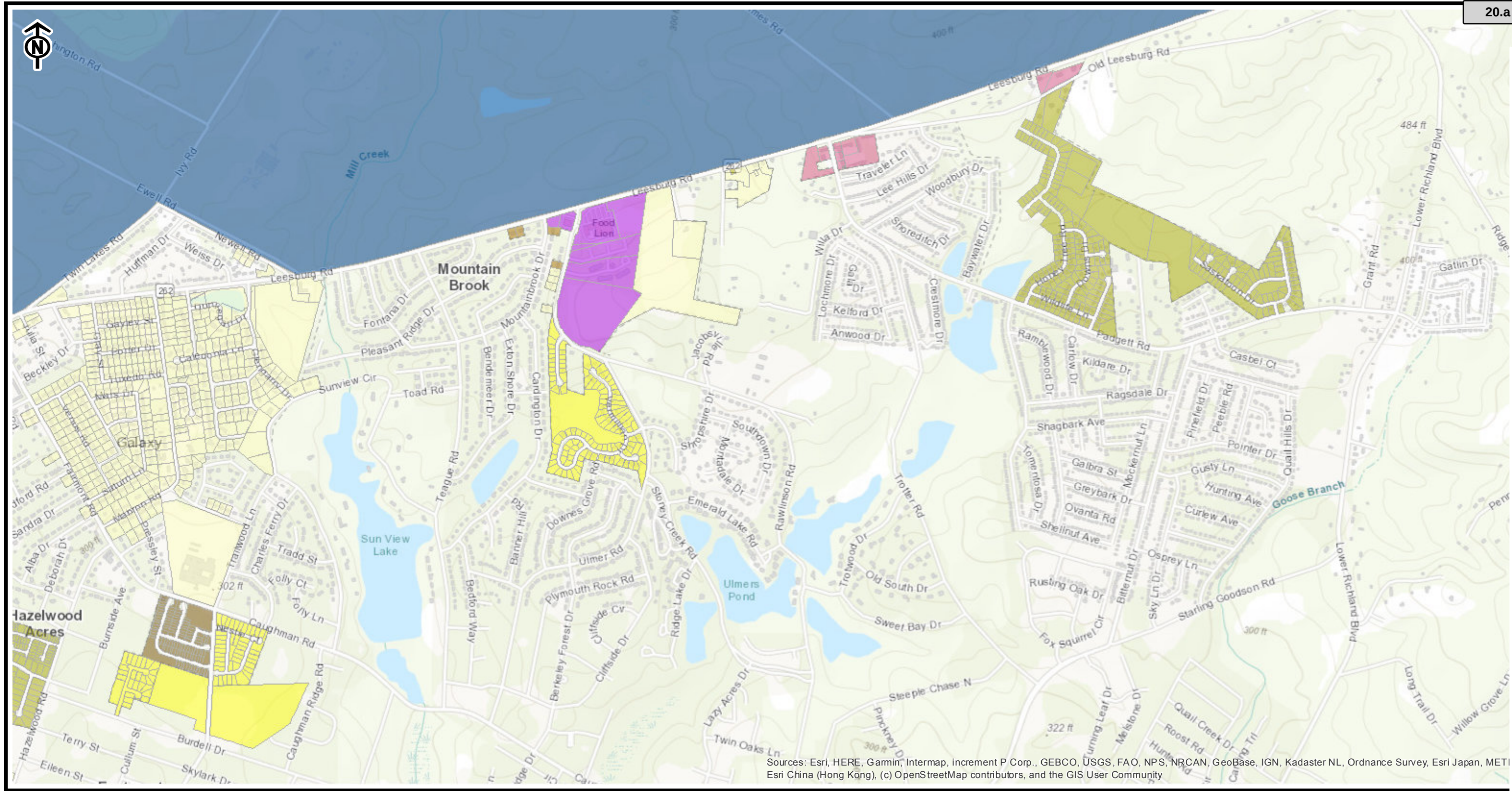
- RSF-1: Residential Single Family - Large Lot District
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Proposed Zoning Map

City of Columbia

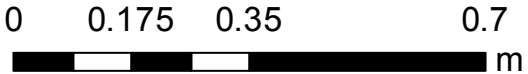


November 2020

Zoning District

- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- MU-2: Mixed-Use
- PD: Planned Development

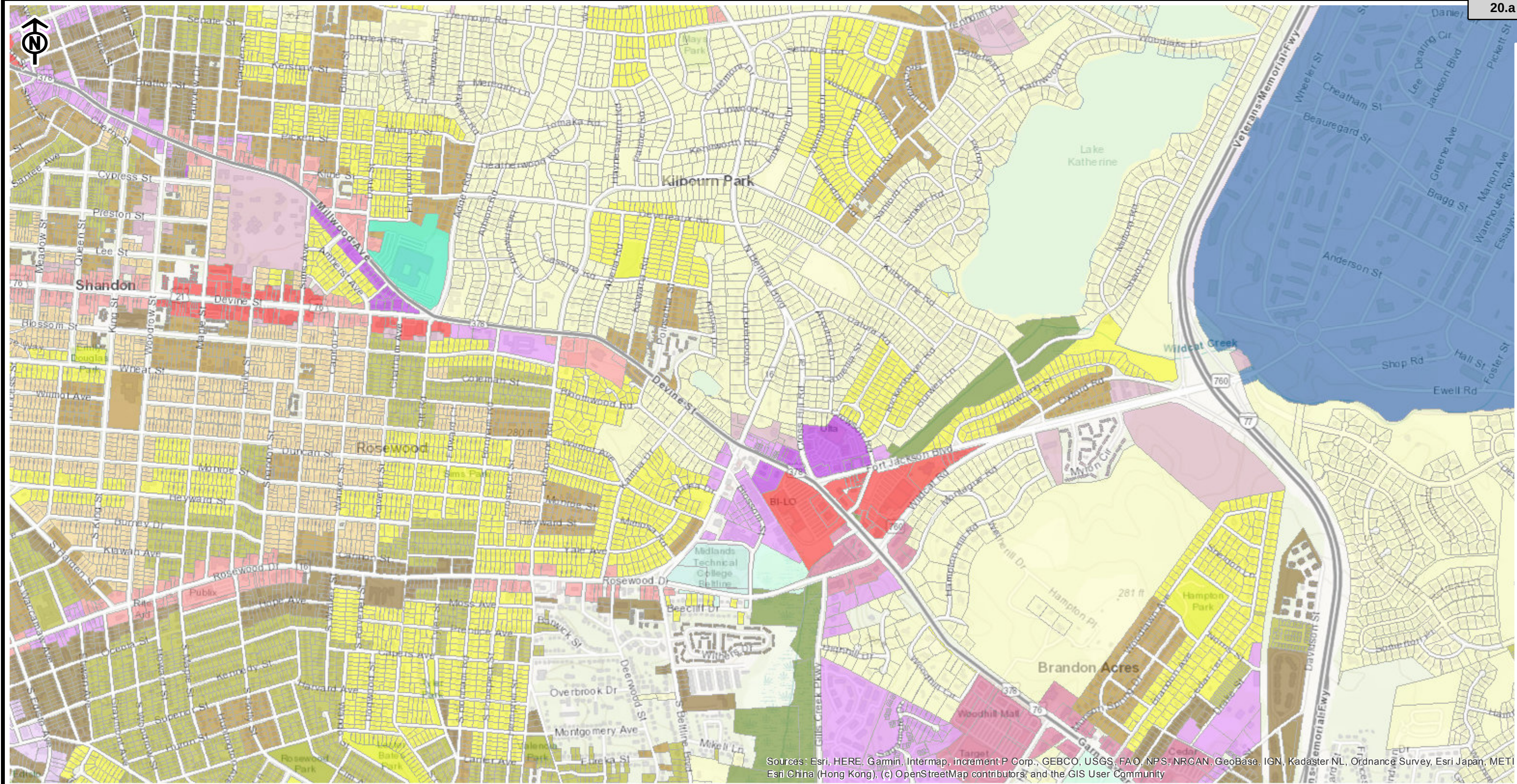
- RM-1: Residential Mixed
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Proposed Zoning Map

City of Columbia



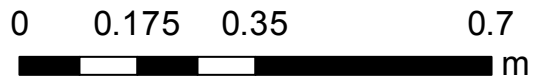
November 2020

Zoning District

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- INS-GEN: Institutional - General District

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- O-I: Office and Institutional District
- PD: Planned Development
- RD: Residential Two-Family District

- RM-1: Residential Mixed
- RM-2: Residential Mixed
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- RSF-2: Residential Single Family - Medium Lot District
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Proposed Zoning Map

City of Columbia



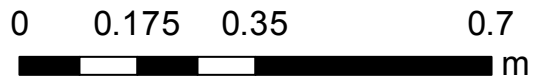
November 2020

Zoning District

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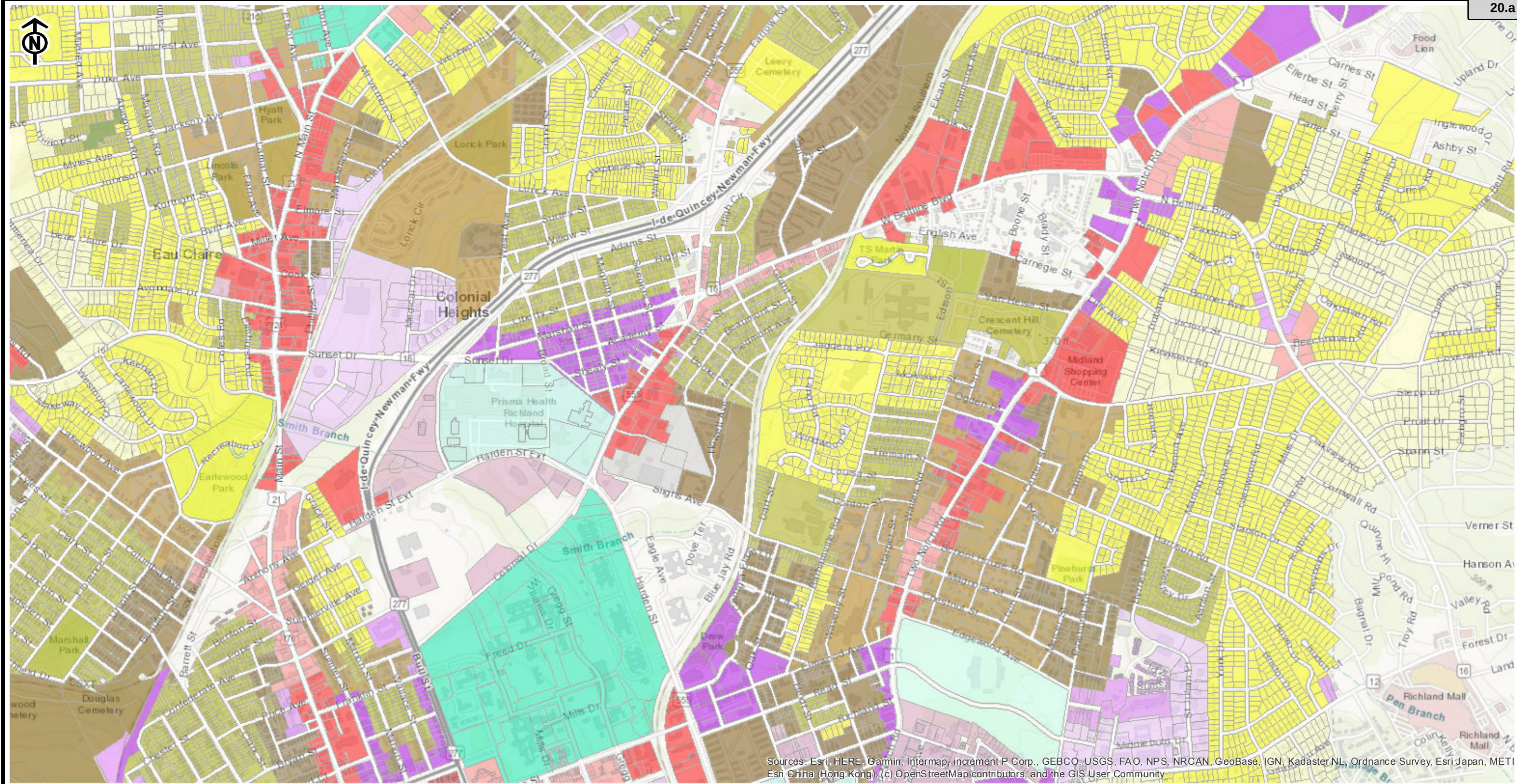
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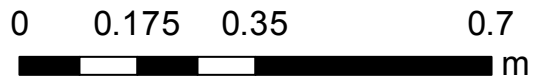
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- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District
- RM-1: Residential Mixed

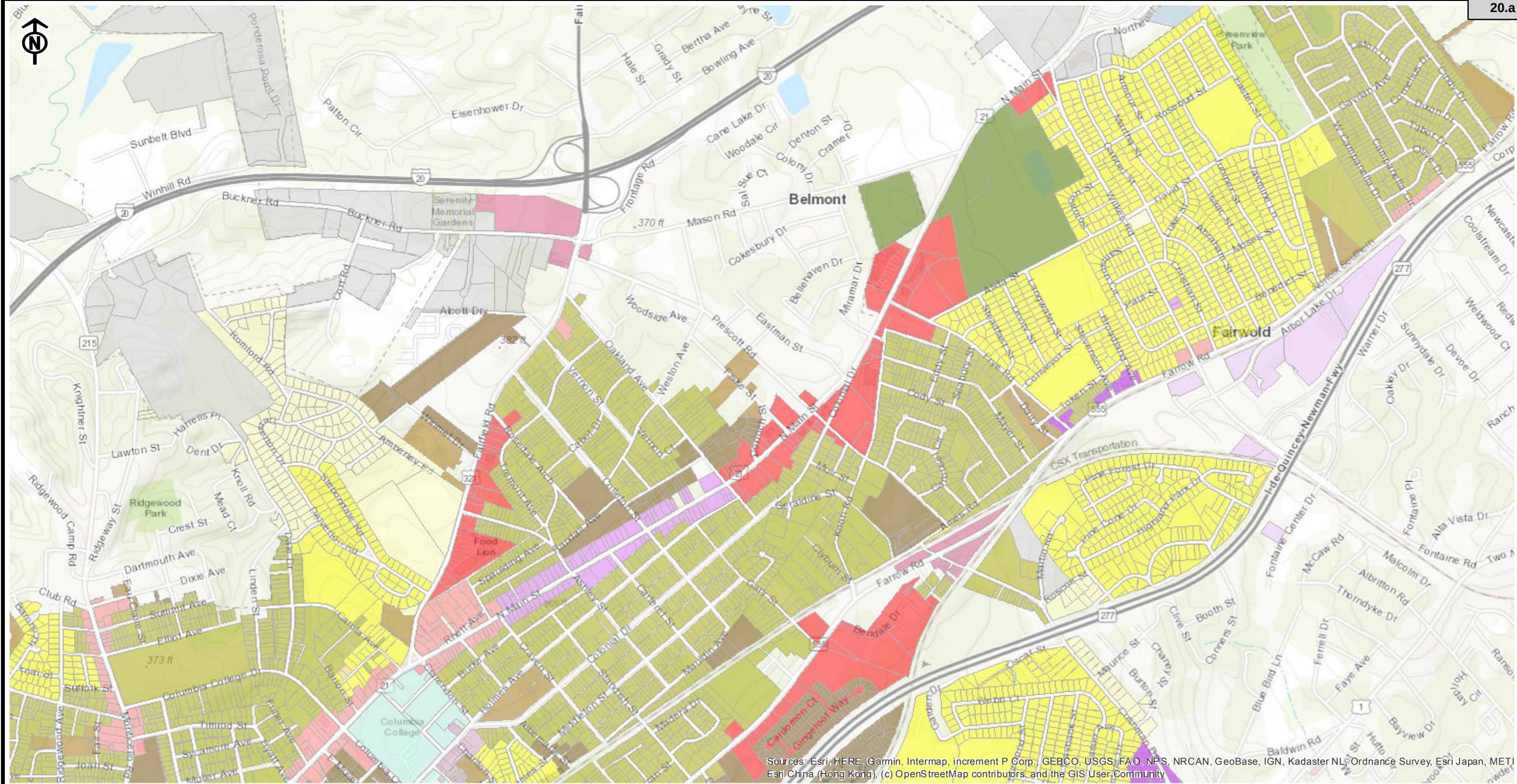
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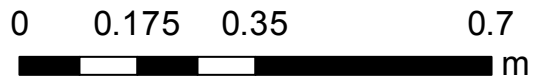
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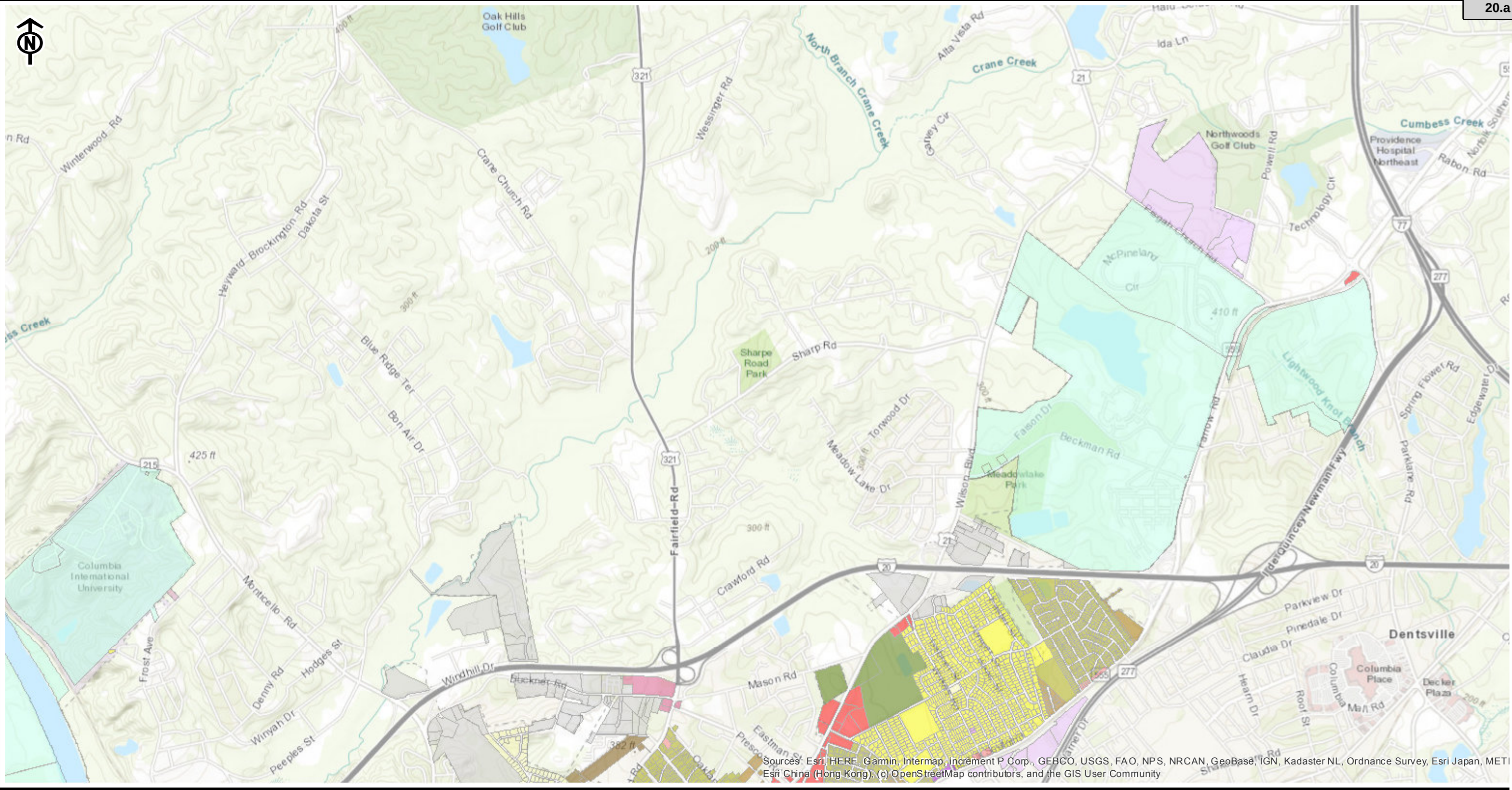
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City of Columbia

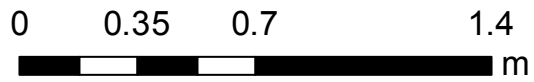


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- O-I: Office and Institutional District
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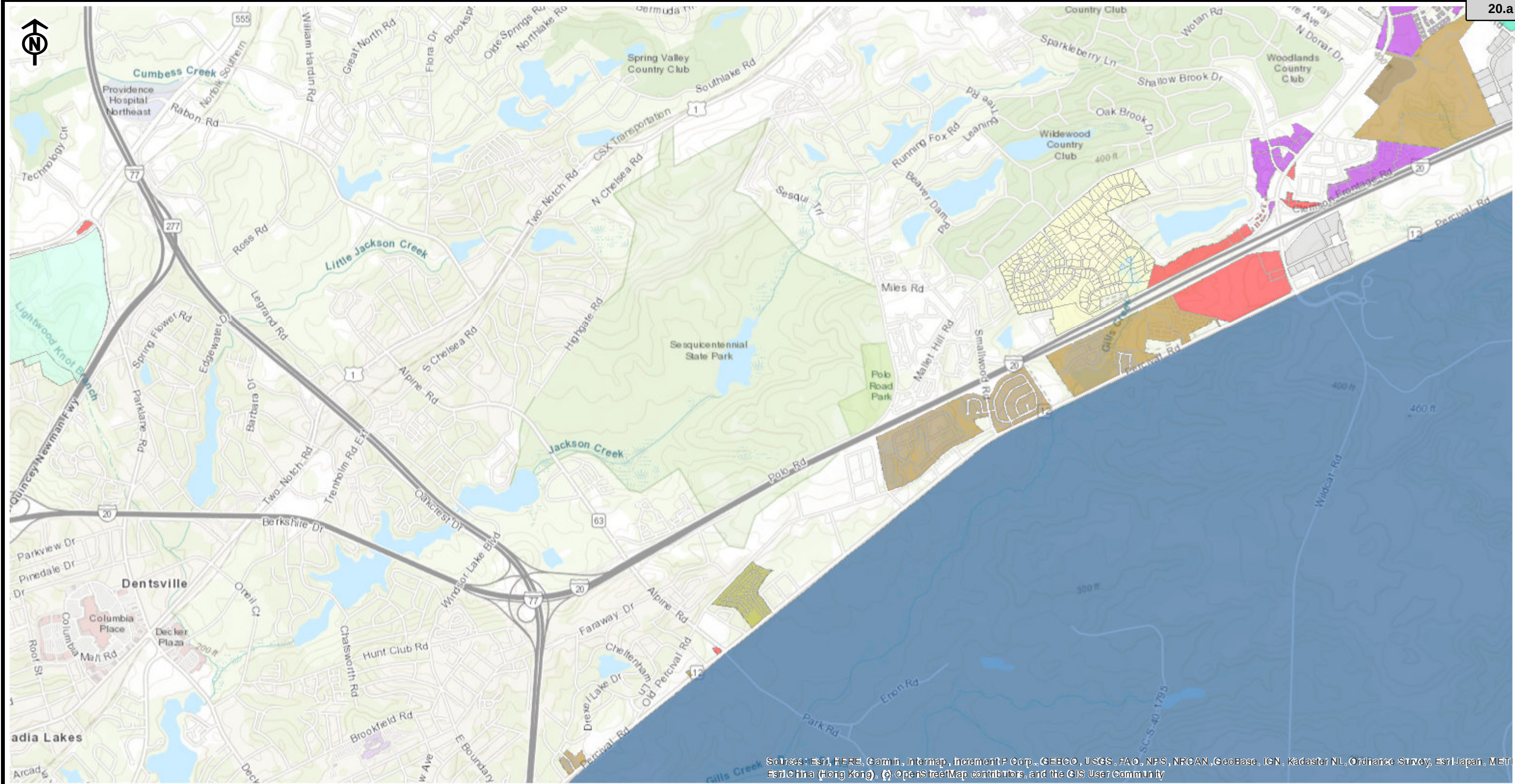
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1 in = 3,009 ft

1:36,112

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Proposed Zoning Map

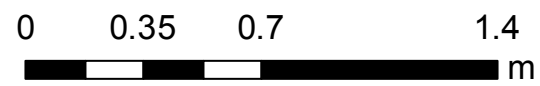
City of Columbia



November 2020

Zoning District

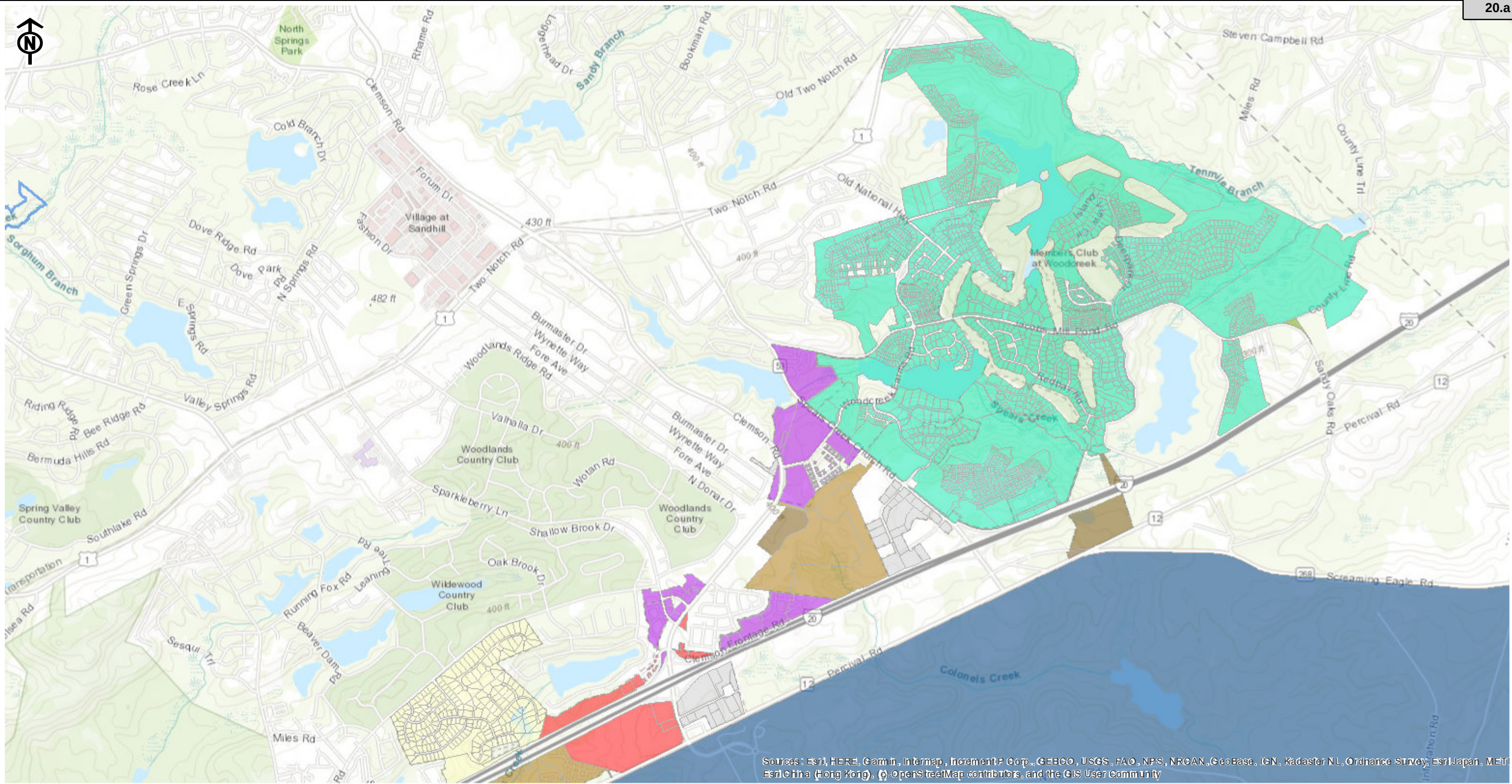
- | | | | |
|--|---|--|--|
| | CAC: Community Activity Center/Corridor | | PD: Planned Development |
| | INS-FJ: Institutional - Fort Jackson District | | RM-1: Residential Mixed |
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| | LI: Light Industrial District | | RSF-1: Residential Single Family - Large Lot District |
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| | | | RSF-3: Residential Single Family - Small Lot District |



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Proposed Zoning Map
City of Columbia

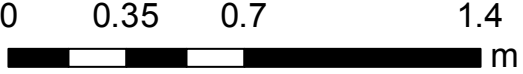


November 2020

Zoning District

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-  INS-FJ: Institutional - Fort Jackson District
-  LI: Light Industrial District
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-  MU-2: Mixed-Use

-  PD: Planned Development
-  RM-1: Residential Mixed
-  RM-2: Residential Mixed
-  RSF-1: Residential Single Family - Large Lot District
-  RSF-2: Residential Single Family - Medium Lot District
-  Unassigned



1 in = 3,009 ft

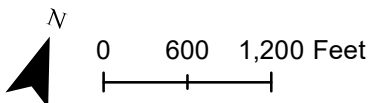
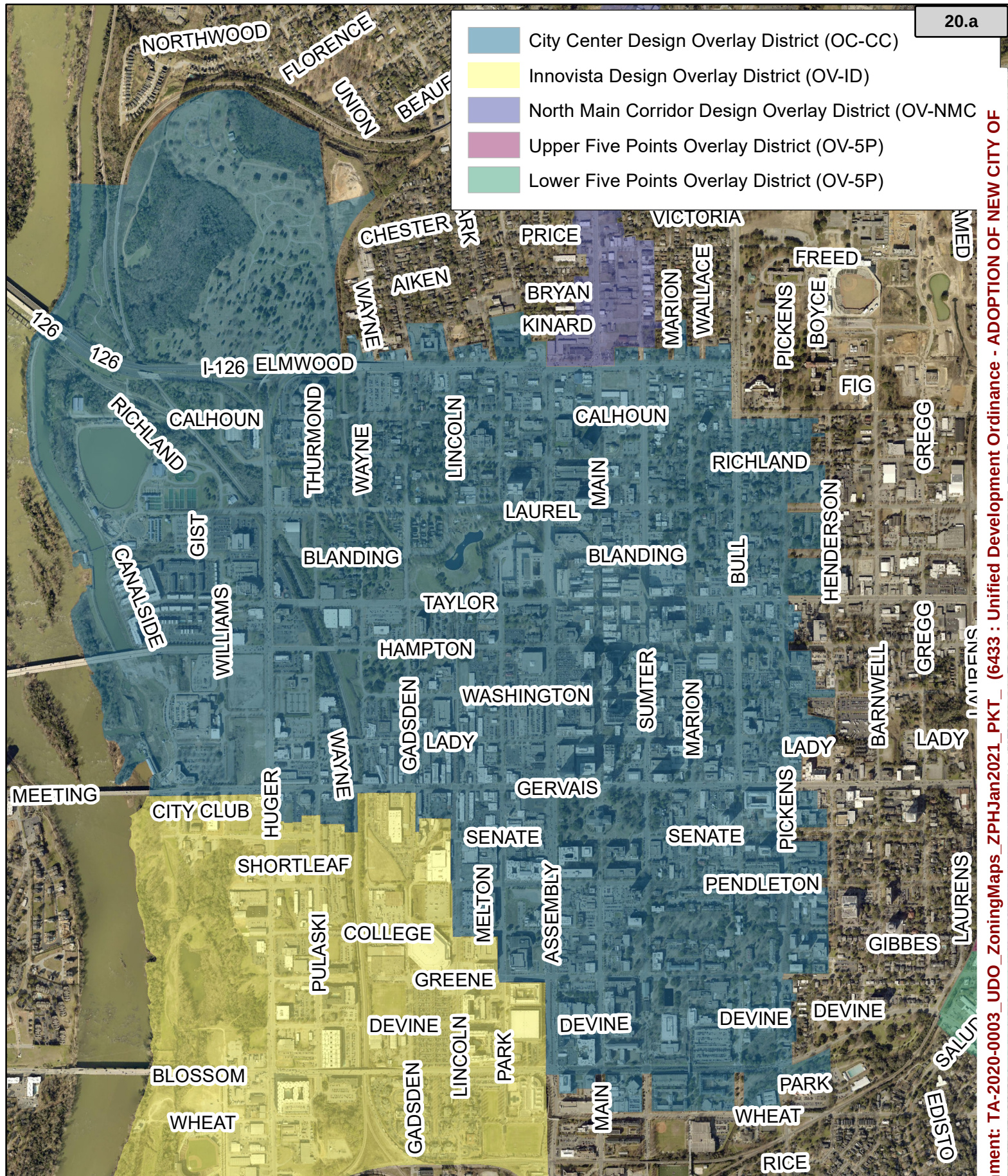
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PROPOSED ZONING OVERLAY DISTRICT MAPS

November 2020



Created 10/29/2020
By: Shane Shaughnessy

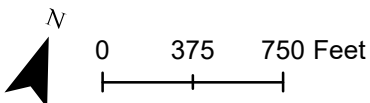
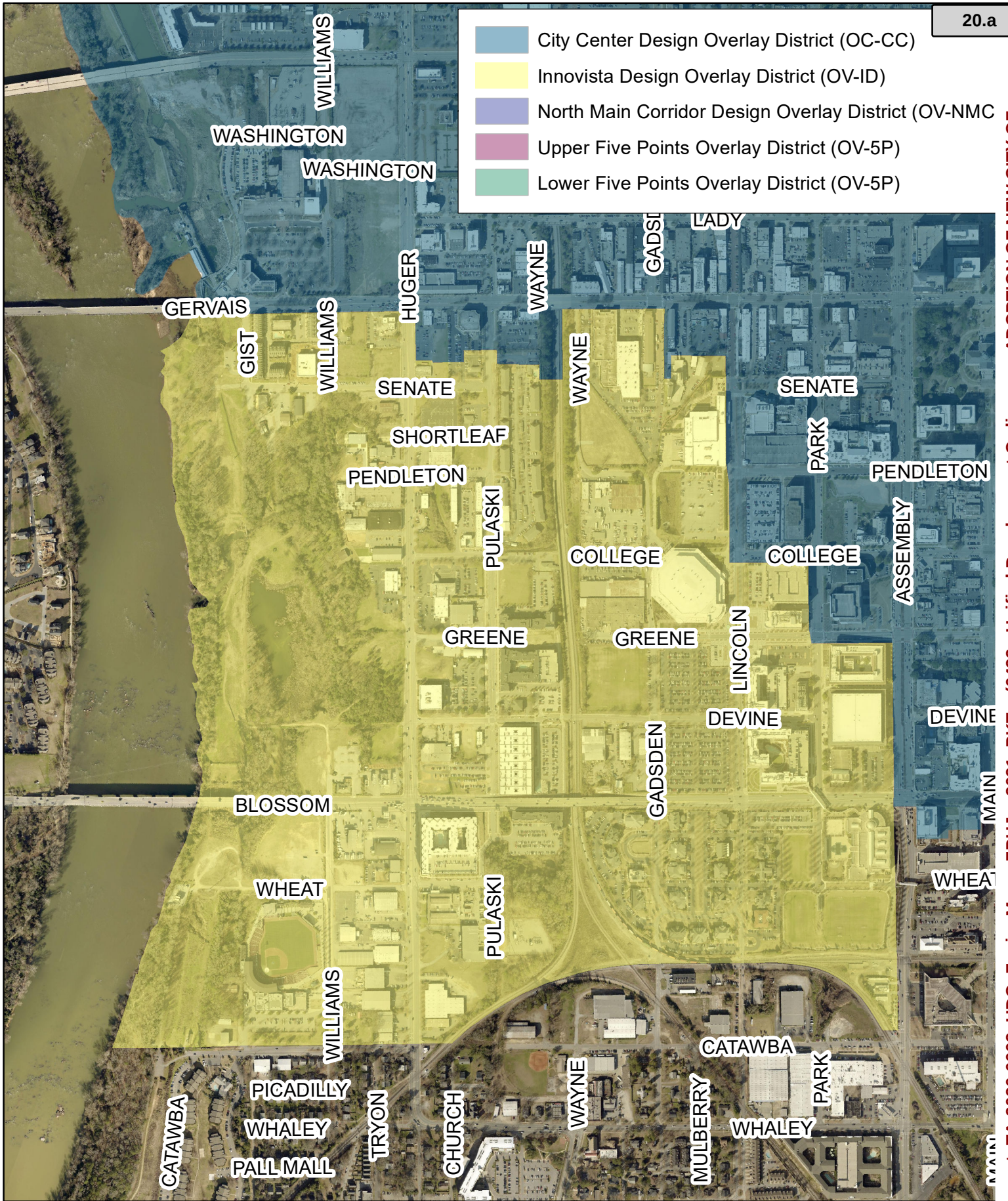
City Center Design Overlay District (OV-CC)



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Packet Pg. 340

- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)



Innovista Design Overlay District (OV-ID)

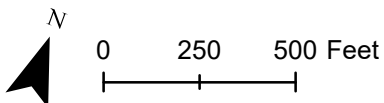
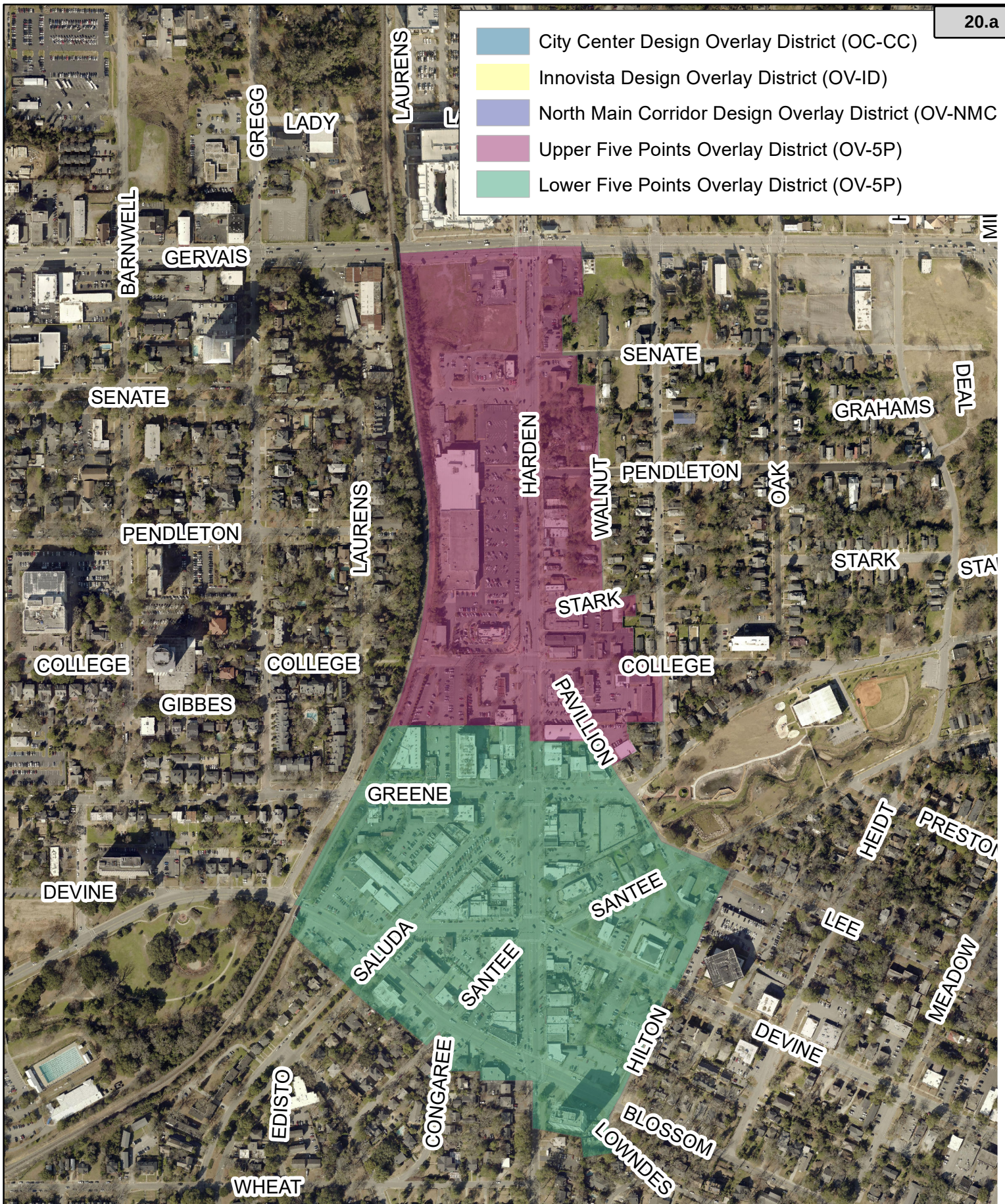
Created 10/29/2020
By: Shane Shaughnessy



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Packet Pg. 341

- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)



Five Points Design Overlay District **(OV-5P)**

Created 10/29/2020
By: Shane Shaughnessy

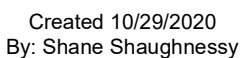


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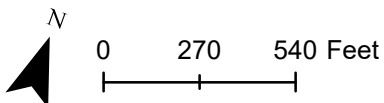
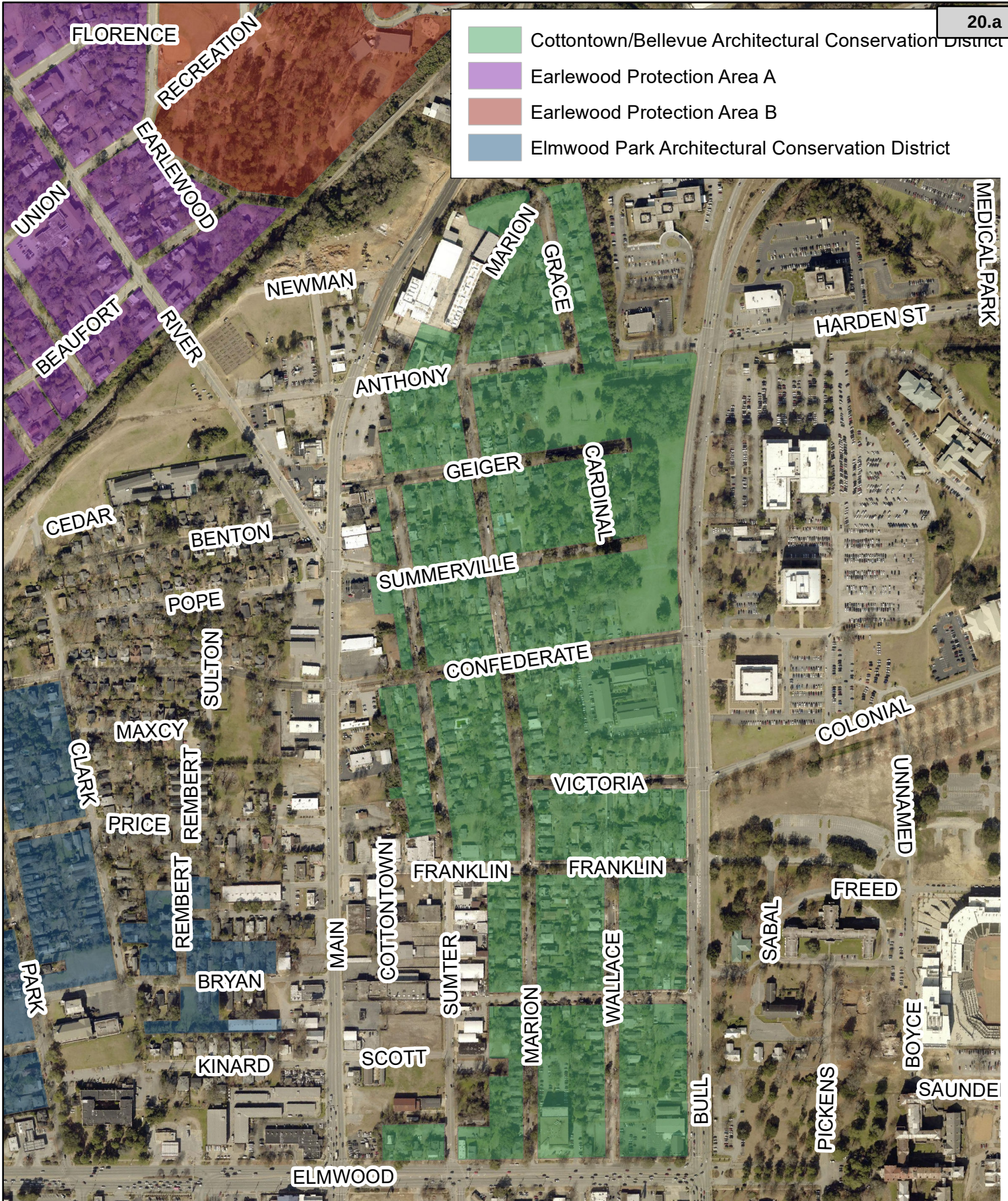
Packet Pg. 342



Packet Pg. 343



- Cottontown/Bellevue Architectural Conservation District
- Earlewood Protection Area A
- Earlewood Protection Area B
- Elmwood Park Architectural Conservation District



Created 10/29/2020
By: Shane Shaughnessy

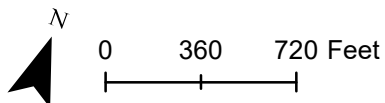
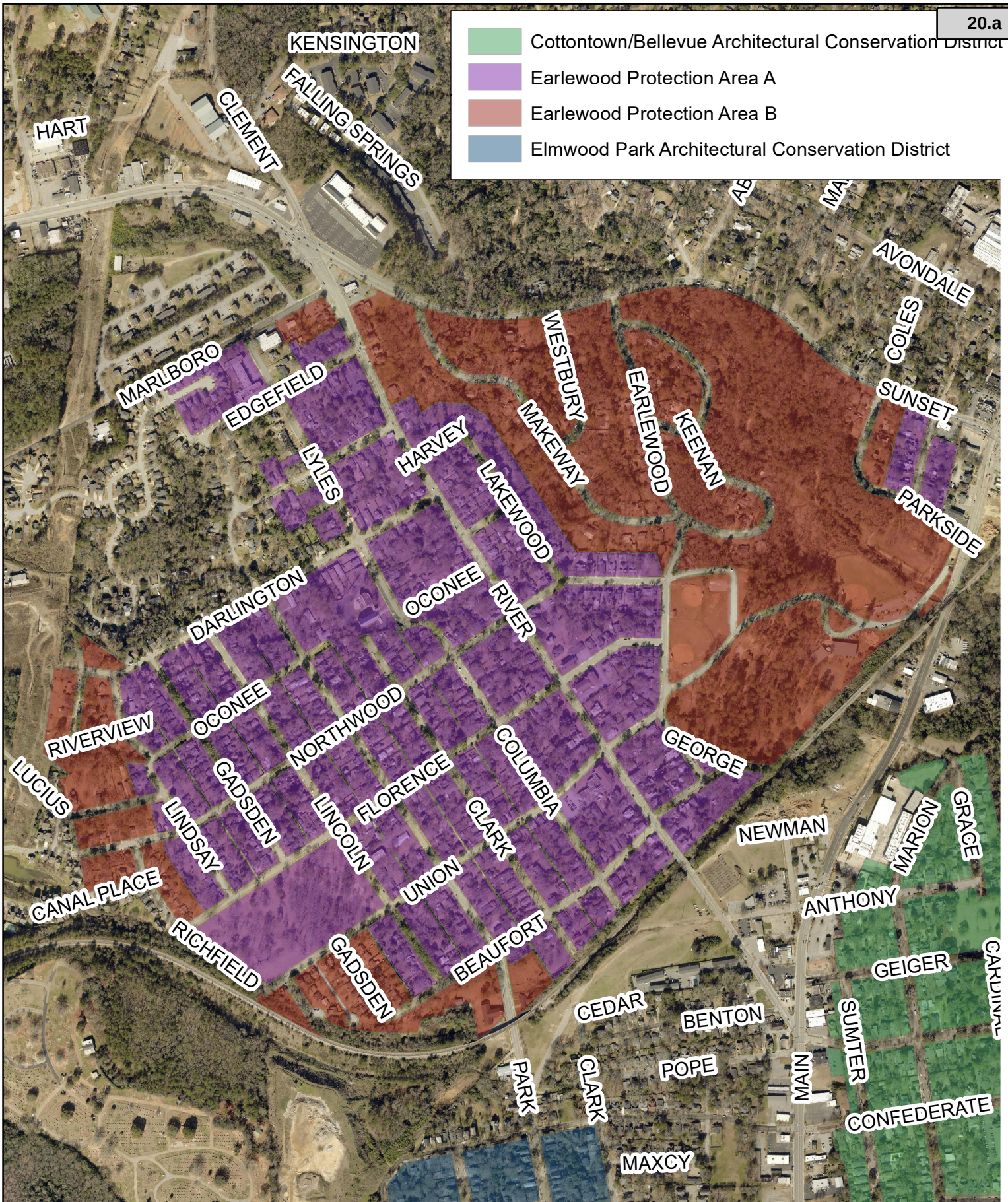
Historic Preservation Overlay District
(OV-HP)
Cottontown/Bellevue



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Packet Pg. 344

-  Cottontown/Bellevue Architectural Conservation District
-  Earlewood Protection Area A
-  Earlewood Protection Area B
-  Elmwood Park Architectural Conservation District



Created 10/29/2020
By: Shane Shaughnessy

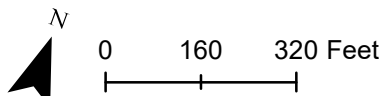
Historic Preservation Overlay District **(OV-HP)** **Earlewood**



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Packet Pg. 345

-  Elmwood Park Architectural Conservation District
-  Governor's Mansion Protection Area



Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) Elmwood Park



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Packet Pg. 346

Elmwood Park Architectural Conservation District

Governor's Mansion Protection Area

WAYNE

ELMWOOD

ELMWOOD

LINCOLN

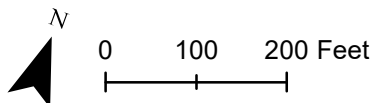
CALHOUN

GADSDEN

RICHLAND

PARK

LAUREL



Created 10/29/2020
By: Shane Shaughnessy

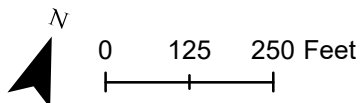
**Historic Preservation Overlay District
(OV-HP)
Governor's Mansion**



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Packet Pg. 347

- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District **(OV-HP)** **Granby**



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Packet Pg. 348

ELMWOOD

20.a

Landmark District

FIG

TALLEY

CALHOUN

RICHLAND

BULL

LAUREL

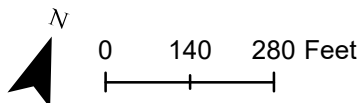
PICKENS

BLANDING

HENDERSON

MARION

TAYLOR



Created 10/29/2020
By: Shane Shaughnessy

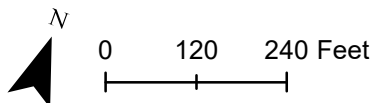
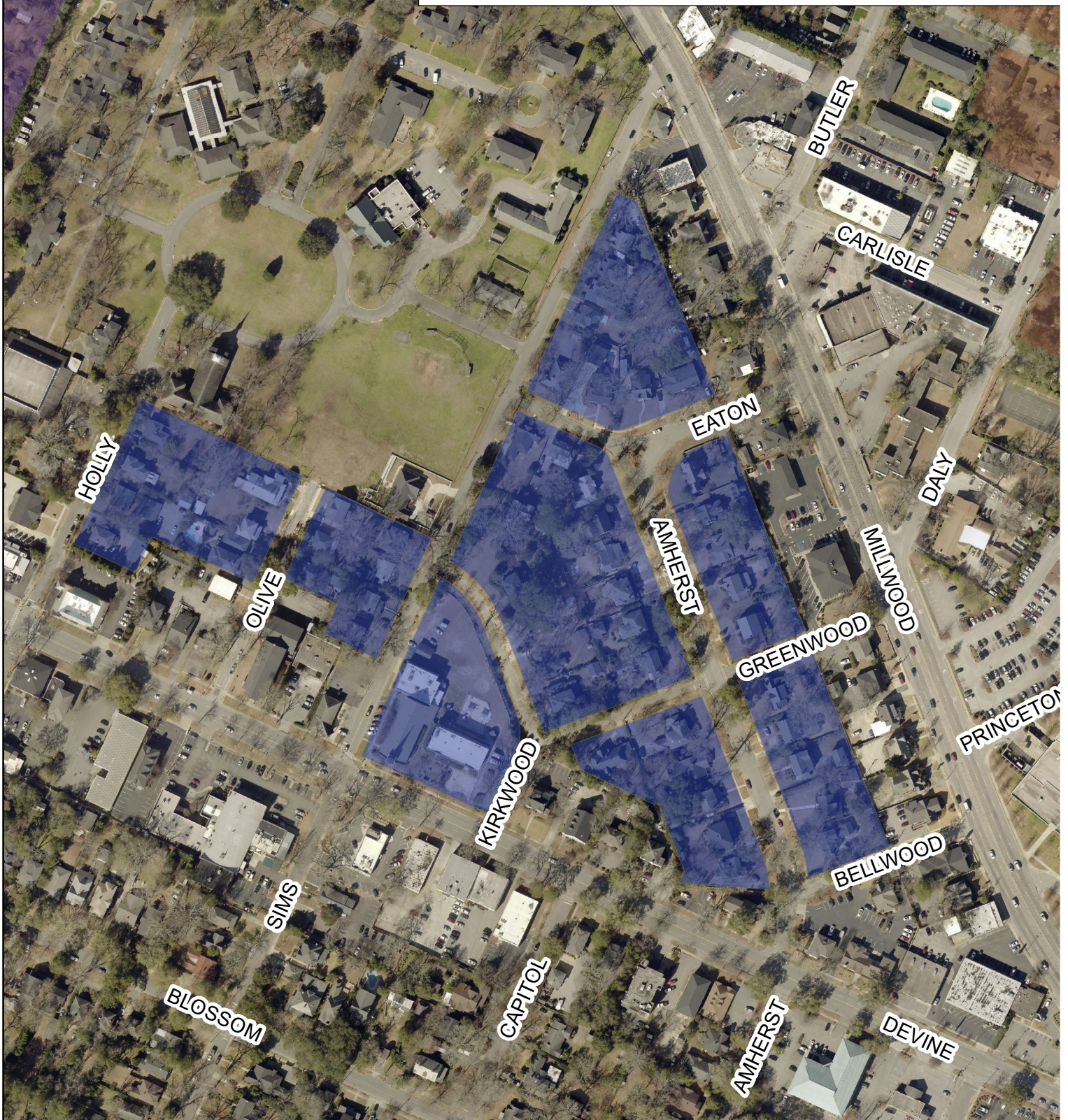
**Historic Preservation Overlay District
(OV-HP)
Landmark District**



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Packet Pg. 349

-  Melrose Heights/Oak Lawn Architectural Conservation District
-  Oakwood Court Architectural Conservation District
-  Old Shandon/Lower Waverly Historic District Area A



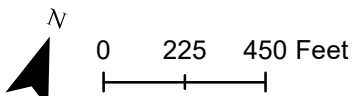
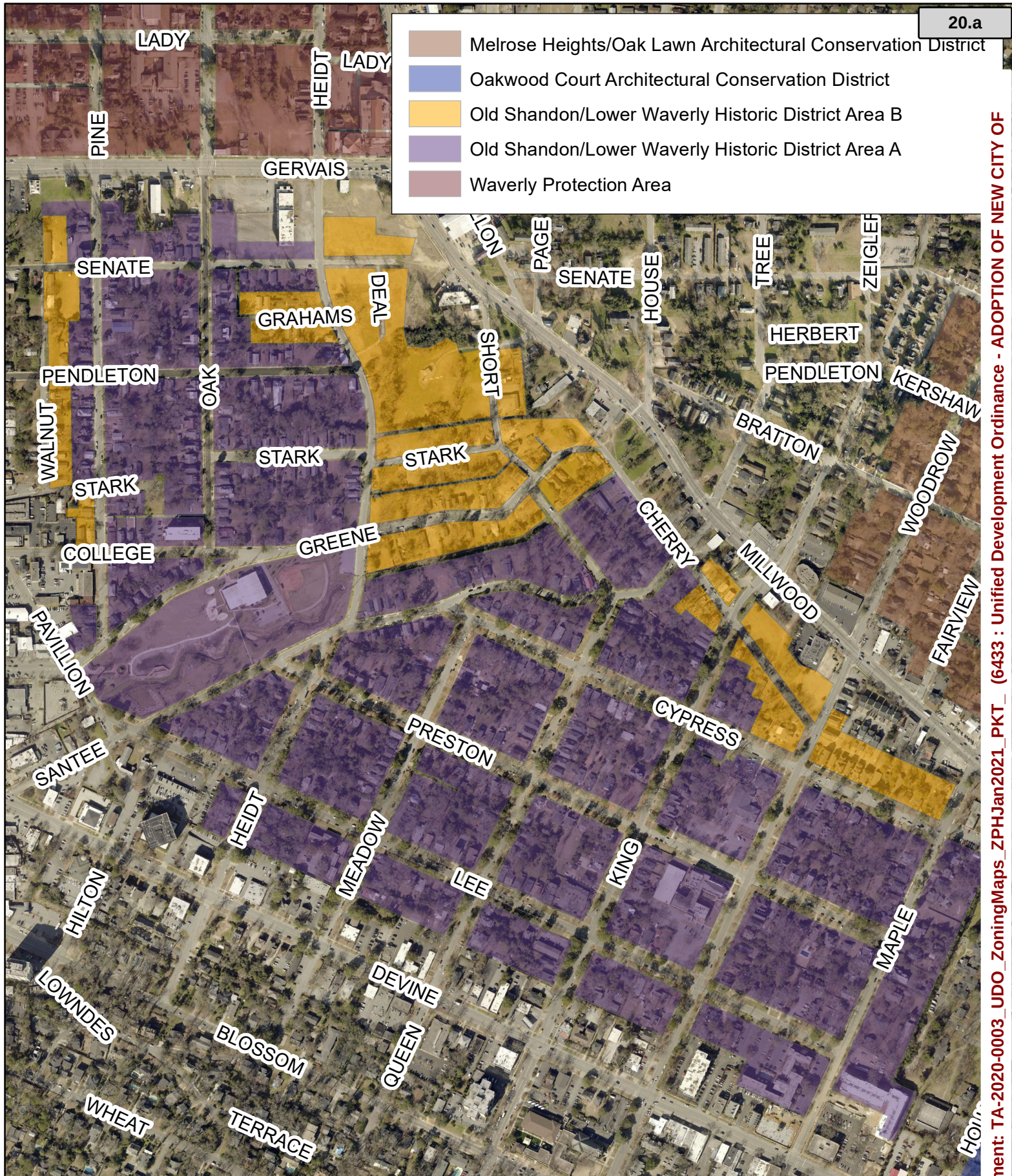
Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Oakwood Court**



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Created 10/29/2020
By: Shane Shaughnessy

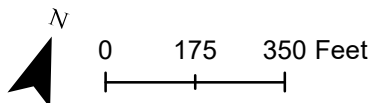
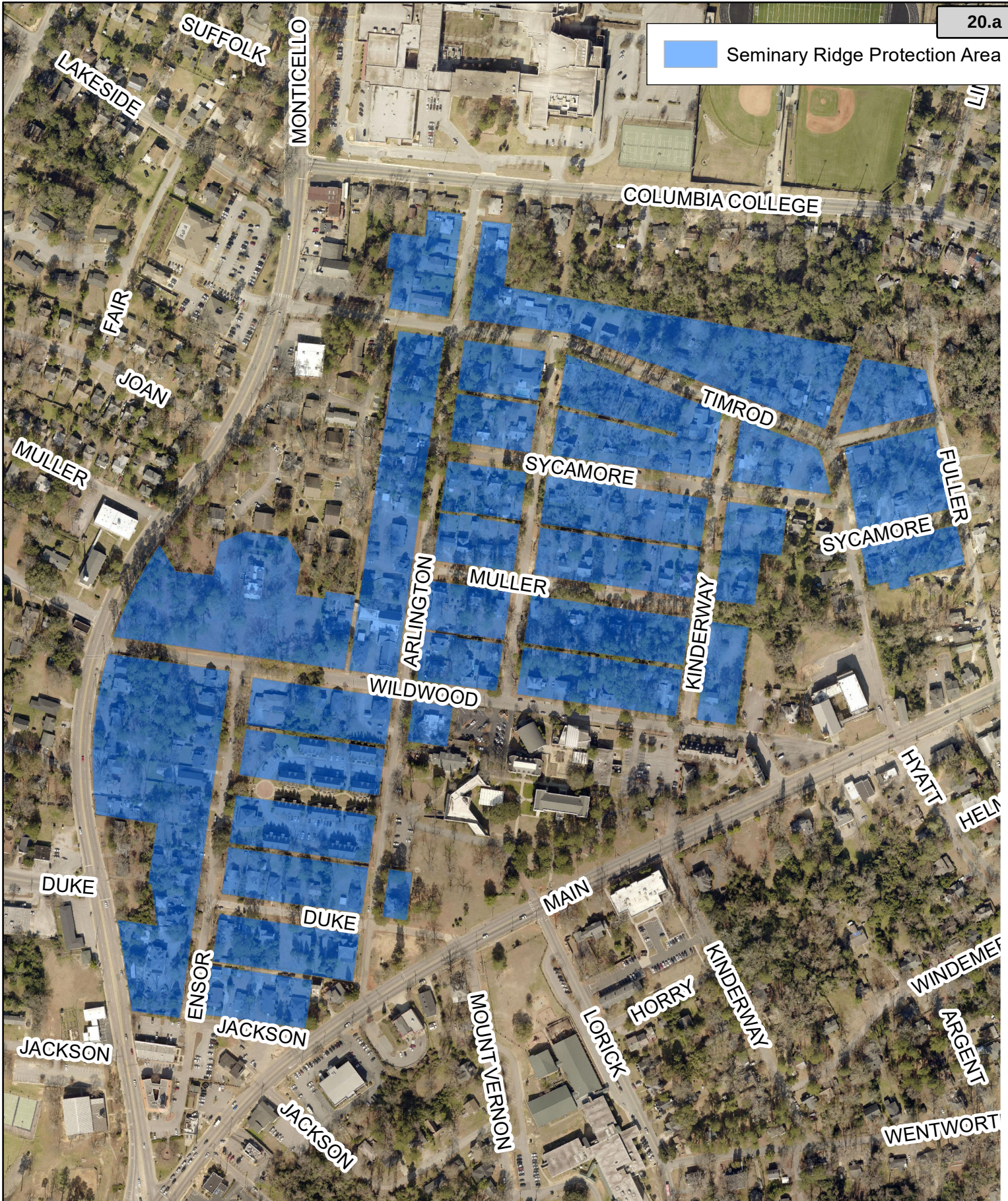
**Historic Preservation Overlay District
(OV-HP)
Old Shandon/Lower Waverly**



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Packet Pg. 351

Seminary Ridge Protection Area



Created 10/29/2020
By: Shane Shaughnessy

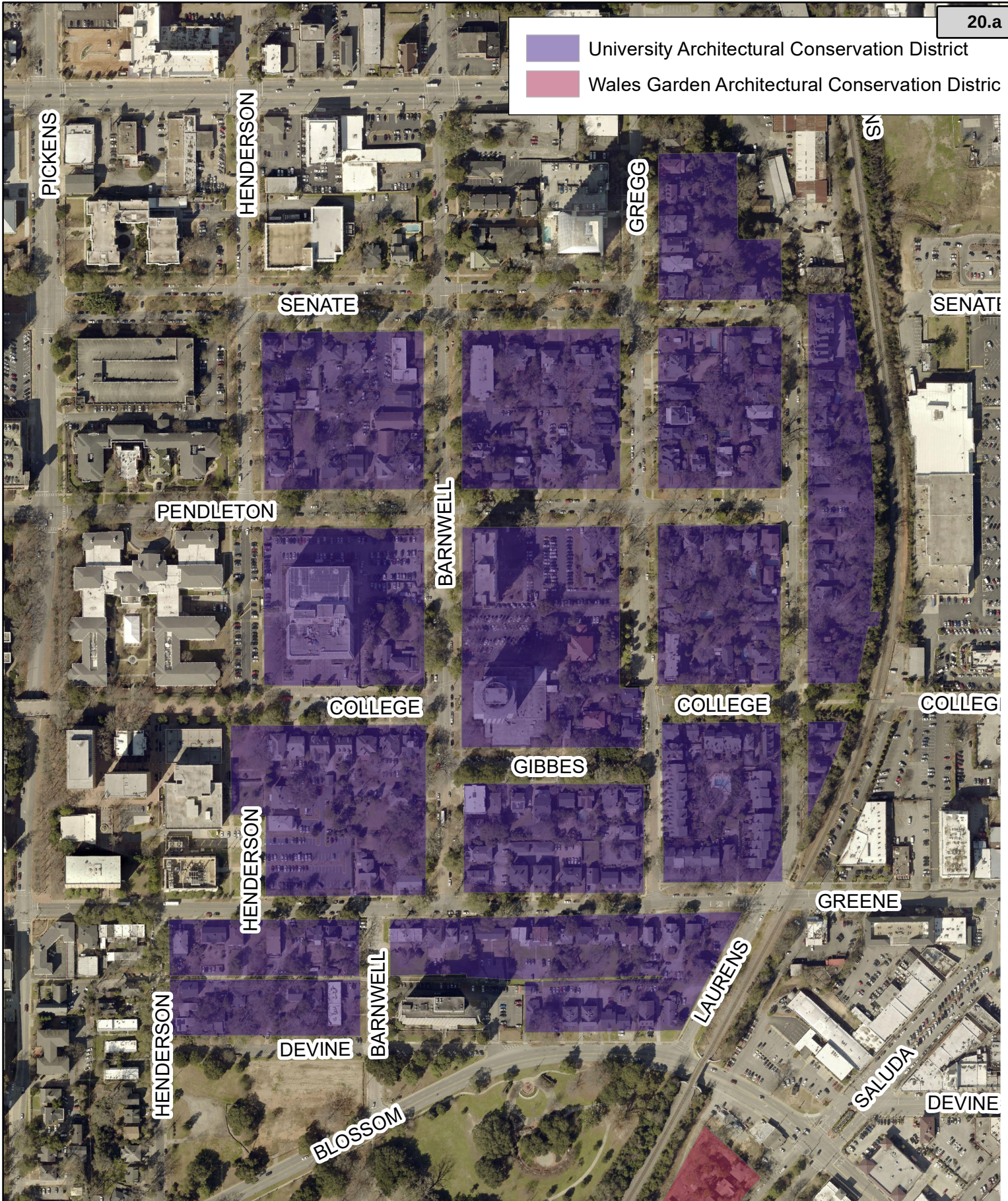
**Historic Preservation Overlay District
(OV-HP)
Seminary Ridge**



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Packet Pg. 352

- University Architectural Conservation District
- Wales Garden Architectural Conservation District

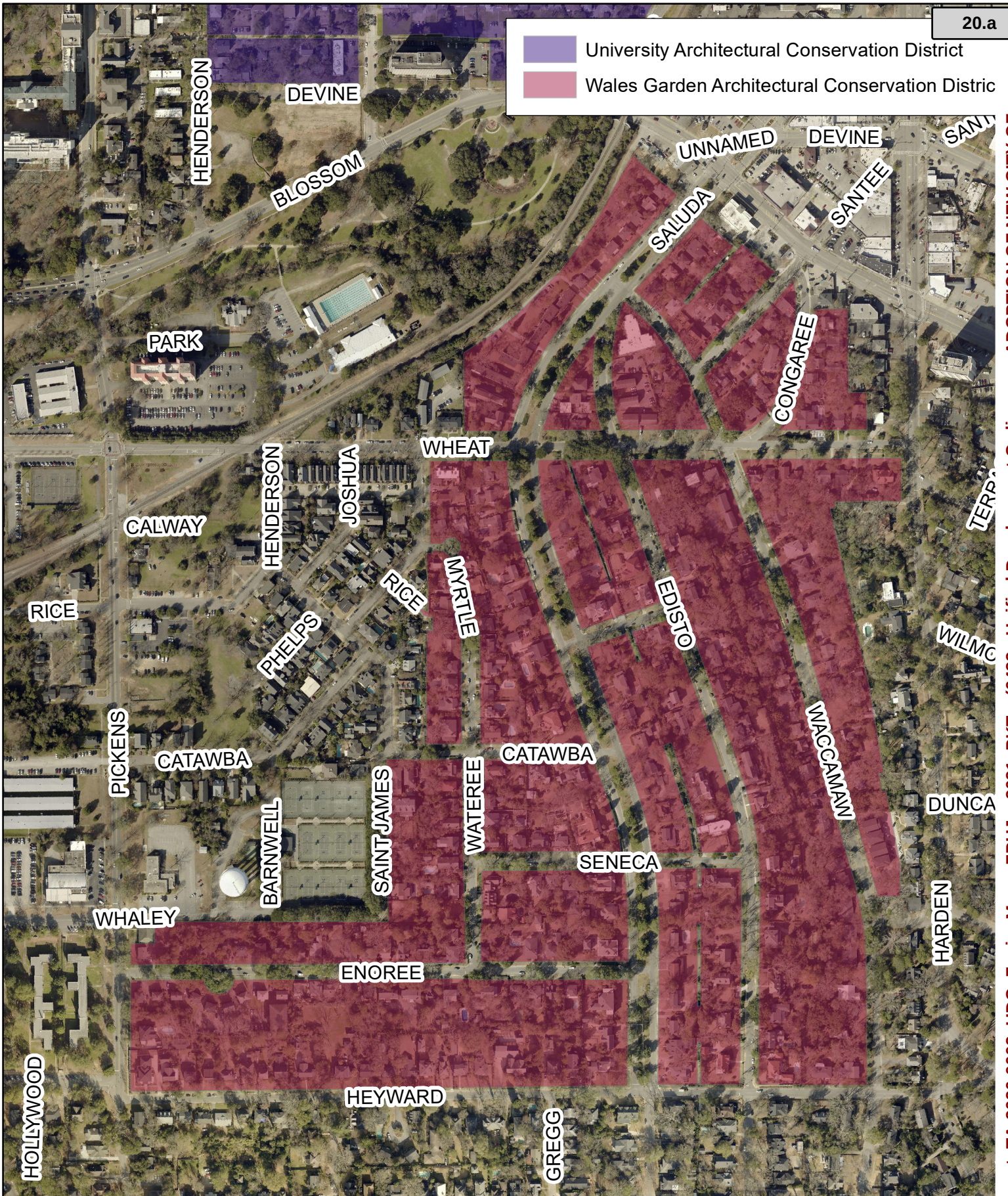


**Historic Preservation Overlay District
(OV-HP)
University District**



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- University Architectural Conservation District
- Wales Garden Architectural Conservation District



**Historic Preservation Overlay District
(OV-HP)
Wales Garden**

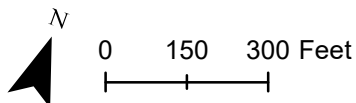
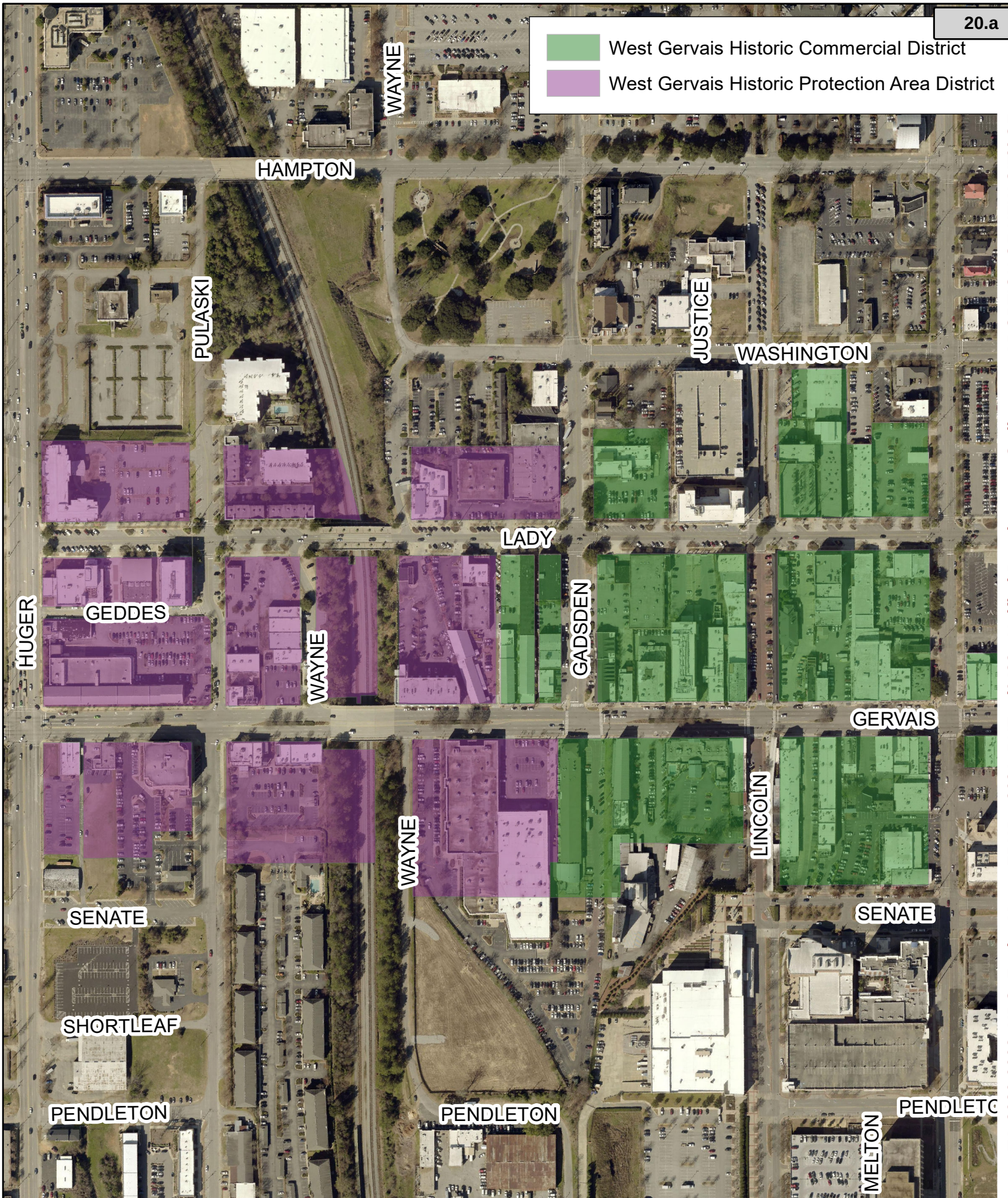


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Created 10/29/2020
By: Shane Shaughnessy

- West Gervais Historic Commercial District
- West Gervais Historic Protection Area District



Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) West Gervais



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Packet Pg. 355

Waverly Protection Area



Historic Preservation Overlay District
(OV-HP)
Waverly

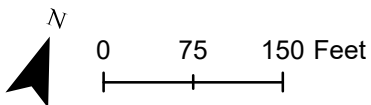


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Created 10/29/2020
 By: Shane Shaughnessy

- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



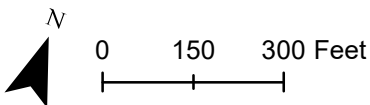
Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Whaley Street**



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- Heathwood
- Shandon
- Sherwood Forest



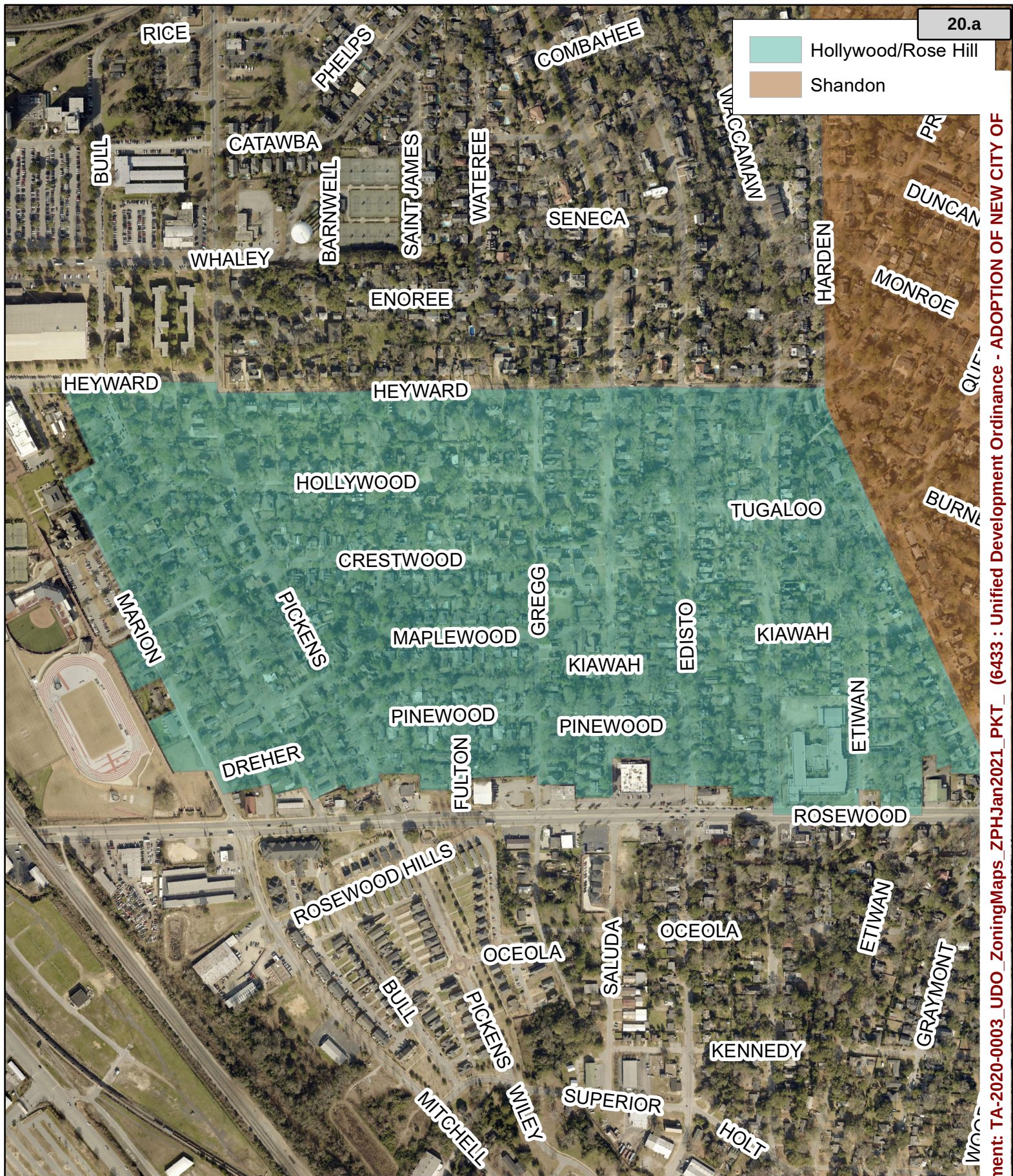
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Heathwood

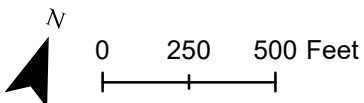


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Packet Pg. 358



Attachment: TA-2020-0003_UDO_ZoningMaps_ZPHJan2021_PKT_ (6433 : United Development Ordinance - ADOPTION OF NEW CITY OF



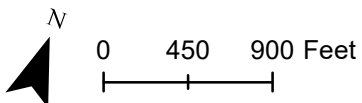
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Hollywood/Rose Hill



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- Heathwood
- Hollywood/Rose Hill
- Shandon
- Sherwood Forest



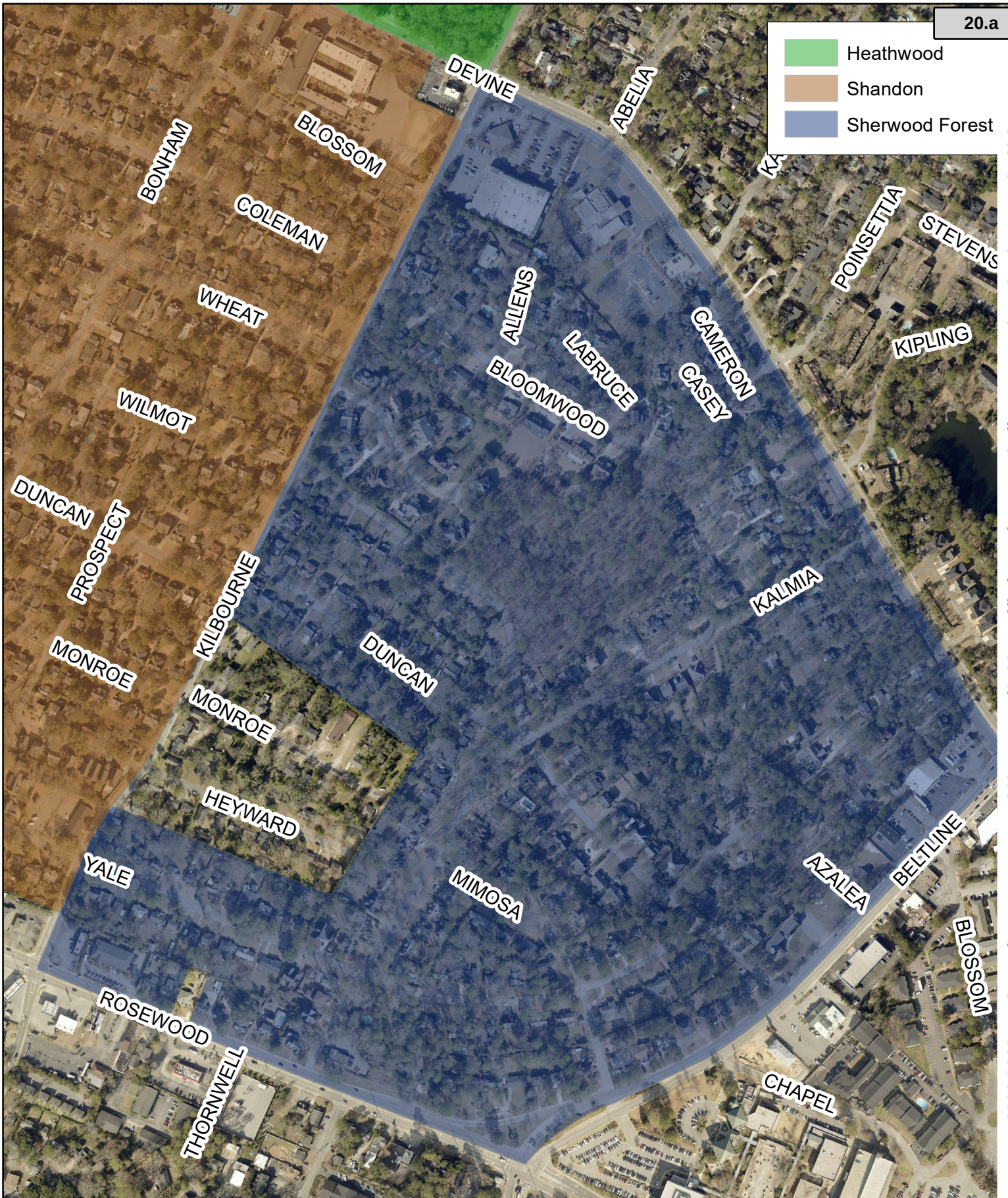
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Shandon



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- Heathwood
- Shandon
- Sherwood Forest

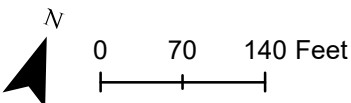


Community Character Protection Overlay District
(OV-CCP)
Sherwood Forest



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Whaley Street



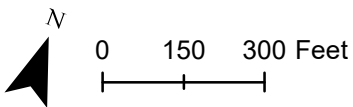
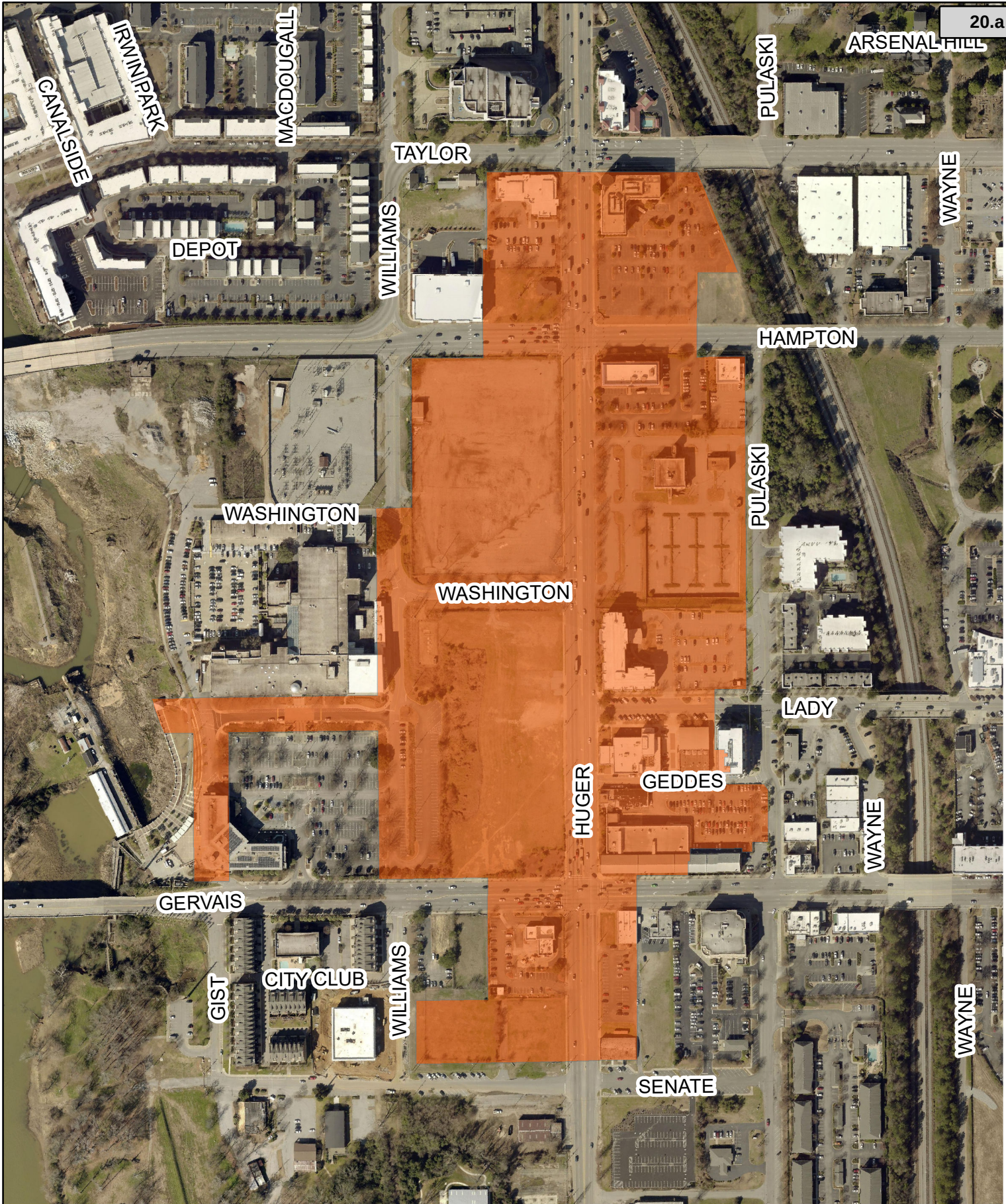
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Whaley Street



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Packet Pg. 362

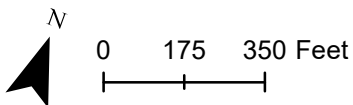
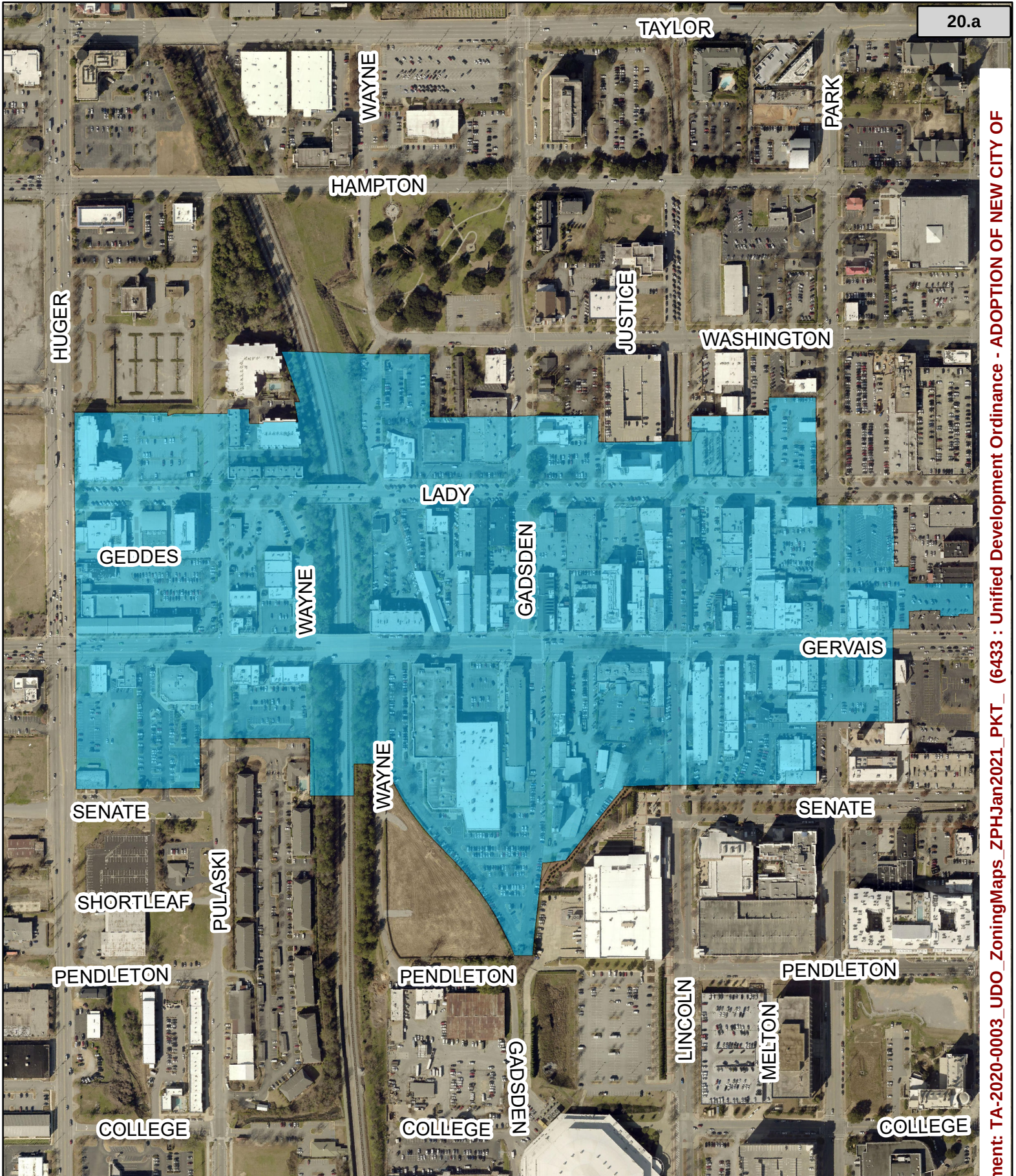


Created 10/29/2020
By: Shane Shaughnessy

Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Setback District 8-10 (OV-HSV S8/10)



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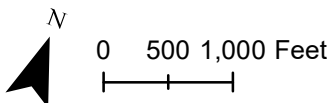
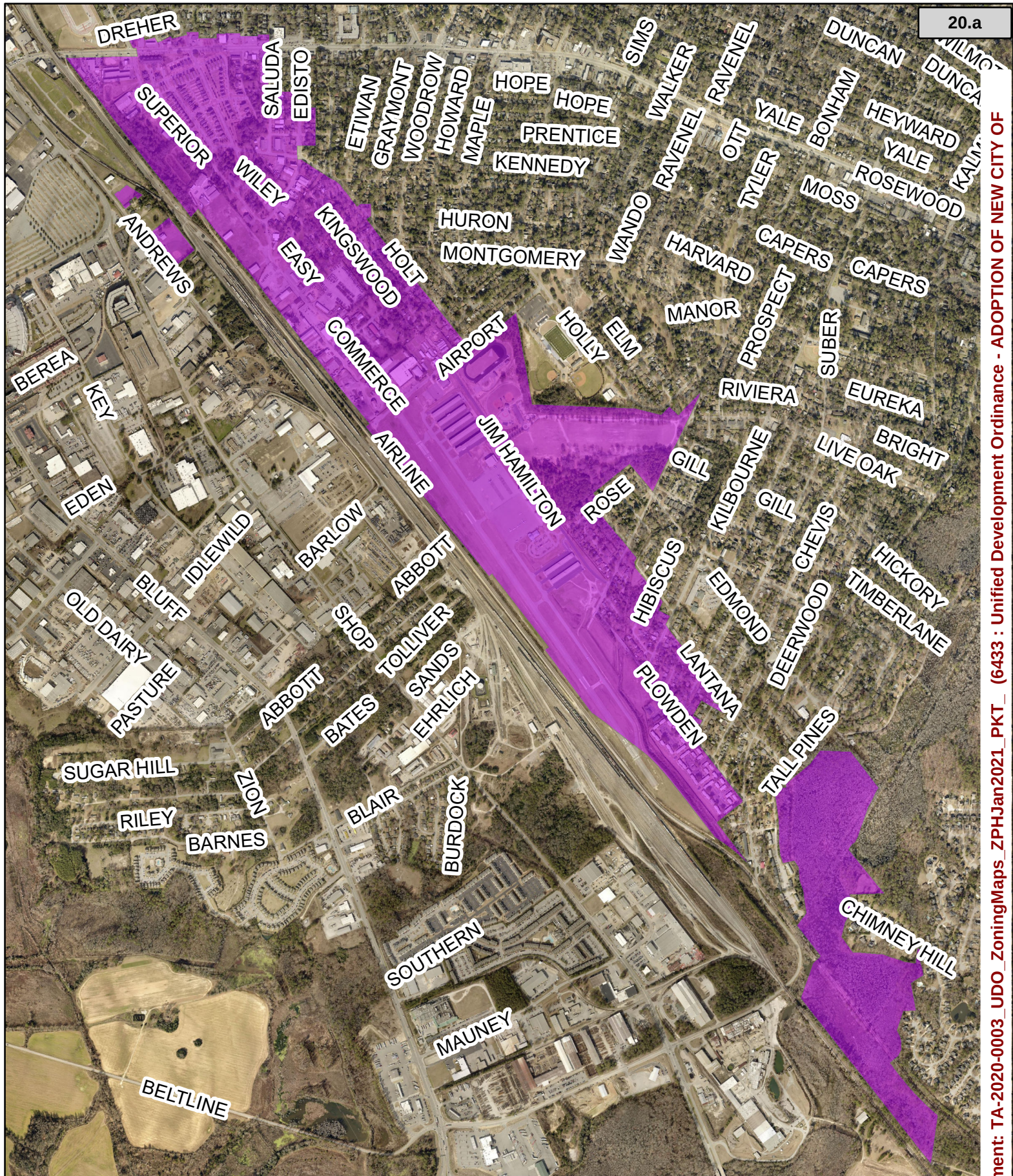


Created 10/29/2020
By: Shane Shaughnessy

**Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Height District 80/30 (OS-HSV H80/30)**



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Created 10/29/2020
By: Shane Shaughnessy

Airport Safety Overlay District
(OV-A)



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ORDINANCE NO.: 2021-001*Adopting the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina*

WHEREAS, the City of Columbia adopted a Land Use Plan titled "Plan Columbia" later incorporated into the City's Comprehensive Plan known as "Columbia Compass" which established as priorities, among others, strong neighborhoods, better utilization of vacant structures and land, and a strong city center; and,

WHEREAS, the City's development code has not been updated in over forty years; and,

WHEREAS, the City adopted and subsequently amended a Uniform Development Ordinance (UDO) on August 20, 2019 for future execution to implement the recommendations of the Land Use Plan and provide an improved user-experience; and,

WHEREAS, the recently-adopted UDO contains new zoning districts to replace the legacy zoning districts; and,

WHEREAS, a new zoning map has been drafted, with public input, to enact these new districts; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2021 that, in accordance with Ordinance No.: 2019-013, which repealed and replaced in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance, the Official Zoning Map referenced in Section 17-1.7 is hereby established that applies to all parcels and property within the corporate boundaries of Columbia and shall be effective upon the effective date of the Uniform Development Ordinance. A copy of the map, which is incorporated herein by reference may be reviewed in electronic format at <http://www.weplanttogether.org/columbiareview>. A hard copy is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of **March 31, 2021**.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-005

Authorizing the City Manager to execute a First Amendment to the Venue License Agreement between Hardball Capital, LLC and the City of Columbia

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached First Amendment to the Venue License Agreement, or in a form to be approved by the City Attorney, between Hardball Capital, LLC and the City of Columbia, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO THE VENUE LICENSE AGREEMENT BETWEEN
HARDBALL CAPITAL, LLC AND THE CITY OF COLUMBIA, SOUTH CAROLINA

THIS FIRST AMENDMENT TO THE VENUE LICENSE AGREEMENT ("Amendment No. 1"), made and entered into the "Effective Date" as indicated below by and between the City of Columbia, South Carolina (the "City") and Hardball Capital LLC, a Georgia limited liability company (the "Team"):

WITNESSETH:

WHEREAS, the Parties executed the Venue License Agreement on April 8, 2014 (the "Agreement"); and,

WHEREAS, the Parties desire to amend the Agreement in recognition of Major League Baseball's restructuring of its Minor League Team affiliations;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Except as the context otherwise requires, capitalized terms used in this Amendment without definition shall have the same meanings as are set forth in the Agreement.

2. Section XVII COVENANTS, (A) Hardball's Covenants (3) Membership in Minor League Baseball is repealed in its entirety and amended to read as follows:

3. Professional Baseball. 3. Professional Baseball. Hardball agrees to provide and maintain a high quality, well-operated professional baseball Club in a professional baseball league (MLB affiliated or independent), with paid players, scheduled to play no fewer than 50 home games per season, and providing first-class, family friendly entertainment, to play at the Venue throughout the Term hereof. If, at any point, the Club changes leagues or levels of play, that change must be approved by City, such approval not to be unreasonably withheld. The City's right to approve shall be exercised at the conclusion of the first year of play in such new league or at such new level, so that the City has the ability to assess the on- and off-field product being provided by Hardball.

3. Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the Agreement shall remain unchanged and in full force and effect. Each reference to the terms "Agreement," "hereof," "hereunder," and words of similar import contained in the Agreement shall, upon execution of this Amendment, be deemed to be a reference to the Agreement, as amended by this Amendment, and each such reference in all other documents related thereto shall be deemed to be a reference to the Agreement as amended hereby.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 1 to be duly executed and effective on its behalf on the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

Its: City Manager

Date: _____

HARDBALL CAPITAL, LLC

BY: _____

Name: _____

Its: _____

Date: _____