



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 7, 2020

The Columbia City Council will conduct a Work Session at 3:00 p.m. & Meeting at 6:00 p.m. on Tuesday, January 7, 2020 at Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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

WORK SESSION - 3:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. City of Columbia Flag Redesign - Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture
2. HomeServe and Change Up Program Update - Mr. Robert Yanity, Columbia Water Communications Manager and Ms. Charmaine Clark, Community Liaison for the Community Development Department

EXECUTIVE SESSION

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

*Meal Share Program
External Funding Requests*

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

Thomson v COC



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5. Discussion of investigative proceedings regarding allegations of criminal misconduct pursuant to S.C. Code §30-4-70(a)(4)

Ongoing investigation in the Golden Acres Community

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

*City Manager and City Attorney Evaluations
Municipal Court*

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

7. Council is asked to approve the November 19, 2019, November 25, 2019, and December 3, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 28

8. Council is asked to approve Reimbursement of the November 5, 2019 Municipal Election and November 19, 2019 Municipal Runoff Election Expenses to Richland County Elections & Voter Registration in the amount of \$142,943.60.

Funding Source: Council Support Services - Election Expense (1011119-637100) - The original budget amount is \$114,000. The additional funding needed to cover the runoff election in the amount of \$30,343.60 will come from the Council Support Services budget.



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9. Council is asked to authorize contract negotiations for Professional Services related to Program Management for the Community Development Block Grant Mitigation (CDBG-MIT) Program, as requested by the Community Development Department. Award to ICF Incorporated, LLC, in an amount not to exceed \$975,054.00. The term of the Agreement is the date of the execution of a Notice to Proceed and a valid City of Columbia Purchase Order for an initial term of three (3) years, with the option to extend the term of the contract for similar term subject to satisfactory performance at the mutual pleasure of both parties. We also request Council's approval for the execution of the final contractual agreement, in a form to be approved by the City Attorney's office with final approval by the City Manager.

Funding Source: CDBG-MIT (2639999-638400/9120000019-638400)

The following sub-consultants will provide additional services:

Comprehensive Business Consultants LLC, a MWBE, will provide community engagement planning and policy and planning support at 1% (\$13,673.00) of the contract value.

Stantec Consulting Services, Inc. will provide engineering and construction management, data analysis, environmental expertise, and consultation services at 14% (\$132,346.00) of the contract value.

10. Council is asked to approve the purchase of Two (2) Ford F250 Crew Cab Trucks for Parks and Recreation, as requested by Fleet Services. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$56,744.00. This vendor is located in Spartanburg, SC.

Funding Source: Capital Replacement; Auto, Trucks, Heavy Equipment- Capital 6308972-658500. The original budgeted amount is \$56,744.00.

11. Council is asked to approve the purchase of a 26' x 96" Warren Full Frame Dump Trailer for Wastewater Maintenance, as requested by Columbia Water. Award to Lee Transport Equipment, Inc., using the SC State Contract in the amount of \$59,221.80. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance -Auto Trucks, Heavy Equipment- Capital; (5516205-658500). The original budgeted amount is \$59,221.80.



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12. Council is asked to approve the purchase of three (3) Dodge Ram 1500 Trucks for the Fire Department, as requested by Fleet Services. Award to Butler Chrysler Dodge Jeep, LLC, using the SC State Contract in the amount of \$68,009.00. This vendor is located in Beaufort, SC.

Funding Source: Capital Replacement - Auto Trucks, Heavy Equipment- Capital; (6308972-658500). The original budgeted amount is \$68,009.00.

13. Council is asked to approve the purchase of three (3) Tandem Dump Trucks with Extended Warranties for Water Distribution, as requested by Columbia Water. Award to Shealy's Truck Center, using the SC State Contract in the amount of \$485,429.52. This vendor is located in Columbia, SC.

Funding Source: Utilities Water Distribution & Maintenance; Auto Trucks Heavy Equipment-Capital (5516203-658500). The original budgeted amount is \$485,429.52.

14. Council is asked to approve the purchase of two (2) Peterbilt Side Loaders for Solid Waste, as requested by Fleet Services. Award to Peterbilt, using the Sourcewell Cooperative Contract in the amount of \$525,390.00. This vendor is located in Knoxville, TN.

Funding Source: Capital Replacement; Auto, Trucks, Heavy Equipment- Capital (6308972-658500). The original budgeted amount is \$525,390.00.

15. Council is asked to approve an Operator Training Program for FY 2019-2020 and SOP Preparation and Operation Manual Updates for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Brown and Caldwell as a Sole Source in the amount of \$141,000.00. This vendor is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater Plt - Employee Training and Professional Development (5516208-631200). The original budget amount is \$245,000.00.

16. Council is asked to approve an Engineering Agreement for Project SD8438; Queen Street Drainage & Detention Phase II, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$247,800.00. This firm is located in Greenville, SC.

Funding Source: 554999-SD843801-658650. The original budget amount is \$247,800.00.



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This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide technical consulting services/support at 67.6% (\$167,652.00) of the contract value. Civil Engineering Services, Inc., a Minority Business Enterprise (woman) is the protégé and will assist with data collection, reconnaissance, regulatory review, utility coordination, permitting, and construction observation services at 27.6% (\$68,448.00) of the contract value.

The following sub-consultants will provide additional services:

Summit Engineering Group of Spartanburg, SC will provide surveying services at 2.3% (\$5,700.00) of the contract value.

Bunnell-Lemmons Engineering of Greenville, SC will provide geotechnical services at 2.4% (\$6,000.00) of the contract value.

17. Council is asked to approve the continuation of Hydraulic Modeling Recalibration Services for Fiscal Year 2019-2020, as requested by Columbia Water. Award to Hazen and Sawyer as a Sole Source in an amount not to exceed \$744,916.00. This firm is located in Charlotte, NC.

Funding Source: Engineering Wastewater System Improvements - Special Contracts - W/S, SW (5516221-638305). The original budget amount is \$744,916.00

18. Council is asked to approve a contract for Project WM4340; 6", 8", 12" and 18" Water Main Upgrades along Trenholm Road, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not exceed \$3,024,111.68, which includes contingency. This firm is located in Swansea, SC.

Funding Source: Water and Sewer Capital Project (5529999-434000-658650). The original budget amount is \$1,572,000.00. Additional funding in the amount of \$1,452,111.68 came from 5529999-WM4323-658650 Unforeseen.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will be performing demolition, water line work, flowable fill, and service connections services at 80% (\$1,967,545.00) of the total contract value. J. A. Mabus of Batesburg, SC is the protégé and will be performing demolition, water line work, flowable fill, and service connections at 20% (\$491,886.00) of the total contract value.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 7, 2020**

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19. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Ordinance No.: 2019-087 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28; annexed by Ordinance No.: 2019-077 enacted October 15, 2019

Council District: 4
Proposal: Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor- AC-3).
Applicant: Arthur State Bank
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.

20. ZONING MAP AMENDMENT CONFIRMATION for 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District: 4
Proposal: Request to confirm zoning of General Commercial (C-3). The property currently has interim zoning of General Commercial District (C-3).
Applicant: Arthur State Bank
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
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21. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 5640 Old Forest Drive, TMS #16710-01-02

Ordinance No.: 2019-091 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 5640 Old Forest Drive; Richland County TMS #16710-01-02

Council District: 4

Proposal: Request to amend Chapter 8.3 of *The Columbia Plan 2018 - Future Land Use Map* to modify the land use classification on a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).

Applicant: Pendleton Grove, Colliers International

Staff Recommendation: Approval

PC Recommendation: 10/07/2019; Approval (7-0)

First reading approval was given on December 17, 2019.

22. ZONING MAP AMENDMENT for 5640 Old Forest Drive, TMS #16710-01-02

Council District: 4

Proposal: Request to rezone the parcels from Single-Family Residential District, -Fort Jackson 3000' Buffer (RS-1, -FTJAX) to General Commercial District, -Fort Jackson 3000' Buffer (C-3, -FTJAX).

Applicant: Laura Baker, Cox and Dinkins c/o Old Forest Drive One, LLC

Staff Recommendation: Approval

PC Recommendation: 10/07/19; Approval (7-0)

First reading approval was given on December 17, 2019.



We Are Columbia

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23. MAJOR AMENDMENT TO A PUD-LS for 7743, 7749 and 7801 Garners Ferry Road, 2 acres Garners Ferry Road, 1.4 acres Garners Ferry Road, 7.31 acres Garners Ferry Road, 7831 Garners Ferry Road, 7841 Garners Ferry Road, 1.12 acres S/S Garners Ferry Road, 46.42 acres S/S Pineview Drive, 63.38 acres B/S Pineview Drive, 609 Clif Kinder Road, 6.26 acres Clif Kinder Road and Corner Wind Lane, 105-225 Council Loop, 312-441 Council Loop, 501-637 Scribes Lane, 1-8 Silage Court, 105 Trading Path Lane, 110 Trading Path Lane, 105-138 Holstein Lane, 1.46 acres Holstein Lane, 103, 107, 111, 115, 119, 123, 127, 131, 135, 139, 143, 147, 151, 155, 159, 163 Beacons Field Road, .14 acres Hay Meadow Lane, 210, 211, 215, 219, 223, 227, 231, 235, 239, 243 Beacons Field Road, .20 acres SE/S Beacons Field Road, .28 acres S/S Beacons Field Road, 300, 304, 308, 312, 316, 317, 320, 321, 324, 325, 328, 329, 332, 333, 336 Beacons Field Road, .06 acres SW/S Beacons Field Road, .04 acres Hay Meadow Lane, 102-160 Jersey Lane, 12 Hay Meadow Lane, 109, 113, 117, 121, 125, 129 Hay Meadow Lane, 132-157 Hay Meadow Lane, 52, 56, 60, 64, 68, 72, 76, 80, 84, 88 Salers Lane, .11 acres SW/S Salers Lane; TMS# 19100-06-01 to -22, 19101-01-01 to -05, 19101-02-01 to -04, 19101-03-01 to -09, 19101-04-01 to -17, 19101-06-01 to -11, 19101-07-01 to -07, 19101-08-01 to -10, 19101-09-01 to -06, 19004-01-01 to -21, 19004-02-01 to -08, 19004-03-01 to -07, 19004-04-01 to -04, 16313-02-01 to -09, 16313-03-01 to -19, 16313-04-01 to -10, 16313-05-01 to -20, 16313-06-01 to -42, 16313-07-01 to -07, 16313-08-01 to -14, 16313-09-01 to -04, 16313-10-01 to -27, 16313-11-01 to -02, 16313-12-01, 16216-02-01 to -05

Council District: 3
Proposal: Request to make a Major Amendment to a PUD-LS.
Applicant: Robert Fuller, Attorney
Staff Recommendation: Approval
PC Recommendation: 10/07/2019; Approval (6-0, 1 member recusal)

First reading approval was given on December 17, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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24. ZONING MAP AMENDMENT for 409 and 411 Graymont Avenue, TMS# 11313-17-06

Council District: 3
Proposal: Request to rezone the parcels from General Residential District (RG-2) to Office and Institutional District (C-1).
Applicant: Andrew Imbeau, Pro-Motion Physical Therapy
Staff Recommendation: Approval
PC Recommendation: 10/07/2019; Approval (7-0)

First reading approval was given on December 17, 2019.

25. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 113, 117, and 121 McLeod Road; TMS# 14303-02-36

Ordinance No.: 2019-086 Annexing and Incorporating 113 McLeod Road, 117 McLeod Road, and 121 McLeod Road, Richland County TMS# 14303-02-36 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1
Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial (M-1). The property is currently classified as Economic Development Corridor and zoned General Commercial (GC) by Richland County.
Applicant: 113 McLeod Road, LLC
Staff Recommendation: Approval
PC Recommendation: 09/09/2019; Approval (7-0)

First reading approval was given on December 17, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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26. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 7347 Garners Ferry Road; TMS# 16409-05-04

Ordinance No.: 2019-108 Annexing 7347 Garners Ferry Road, Richland County
TMS#16409-05-04

Council District: 3
Proposal: Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.
Applicant: Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC
Staff Recommendation: Approval
PC Recommendation: 12/02/2019; Approval (7-0)

First reading approval was given on December 17, 2019.

27. Ordinance No.: 2019-094 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 0.61 acre (26,616.77 square feet) of 1201 Summit Parkway, Richland County TMS #20314-01-02, known as the former Genstar Water Tank Site to Brookland Baptist Church

First reading approval was given on December 17, 2019.

28. Resolution No.: R-2019-101 Authorizing consumption of beer and wine only at the “St. Pat’s in Five Points Festival” and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat’s in Five Points Festival on Saturday, March 21, 2020 with a rain contingency of Sunday, March 22, 2020



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PRESENTATIONS

- 29. Recognition of Investigator Tyson Hass as the 2019 Richland County Multi-Disciplinary Team Participant of the Year - Police Chief William "Skip" Holbrook, Columbia Police Department
- 30. Presentation of the Commission on Accreditation for Law Enforcement Award to the Columbia-Richland 911 Communications Center - Mr. Henry M. Simons, MHA, Assistant City Manager for Operations
- 31. Recognition of the City of Columbia as a FEMA National Flood Insurance Program Community Rating System Participant - Ms. Dana Higgins, Director of Engineering for Columbia Water

ZONING / PLANNING MATTERS - SECOND READING

- 32. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Ordinance No.: 2019-089 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4624 Devine Street, 4628 Devine Street and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed by Ordinance No.: 2019-076 enacted October 15, 2019

Council District:	3
Proposal:	Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2 following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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33. ZONING MAP AMENDMENT CONFIRMATION for 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District: 3
Proposal: Request to confirm zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property currently has interim zoning of General Commercial District, -Flood Protective Area (C-3, FP).
Applicant: Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.

34. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 118 Woodcreek Ridge Drive; TMS# 25716-02-03

Ordinance No.: 2019-106 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 118 Woodcreek Ridge Drive; Richland County TMS #25716-02-03; annexed by Ordinance No.: 2019-090 enacted December 3, 2019 TMS #16710-01-02

Council District: 4
Proposal: Request to affirm land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property currently has interim classification of Urban Edge Residential Small Lot (UER-1).
Applicant: Cascata Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.



We Are Columbia

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35. ZONING MAP AMENDMENT CONFIRMATION for 118 Woodcreek Ridge Drive, TMS#25716-02-03

Council District: 4
Proposal: Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).
Applicant: Cascata Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.

36. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Ordinance No.: 2019-105 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS #25800-03-47 and 25800-03-2; annexed by Ordinance No.: 2019-088 enacted December 3, 2019

Council District: 4
Proposal: Request to affirm land use classification of Neighborhood Activity Corridor (AC-1) following annexation of the property. The property currently has interim classification of Neighborhood Activity Corridor (AC-1).
Applicant: PD Limited, LLC and Woodcreek Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 7, 2020

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37. ZONING MAP AMENDMENT CONFIRMATION for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Council District: 4
Proposal: Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).
Applicant: PD Limited, LLC and Woodcreek Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on December 17, 2019.

ORDINANCES - FIRST READING

38. Ordinance No.: 2019-083 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

Commercial Development Incentive Program

OTHER MATTERS

39. Council is asked to approve a request for funding for the SC Council on the Holocaust 75th Anniversary of the Liberation of Auschwitz Commemoration, as requested by The Honorable Mayor Stephen K. Benjamin.
40. Council is asked to approve a request for funding for Language Buzz, as requested by The Honorable Edward H. McDowell, Jr.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

41. City of Columbia Flag Design



We Are Columbia

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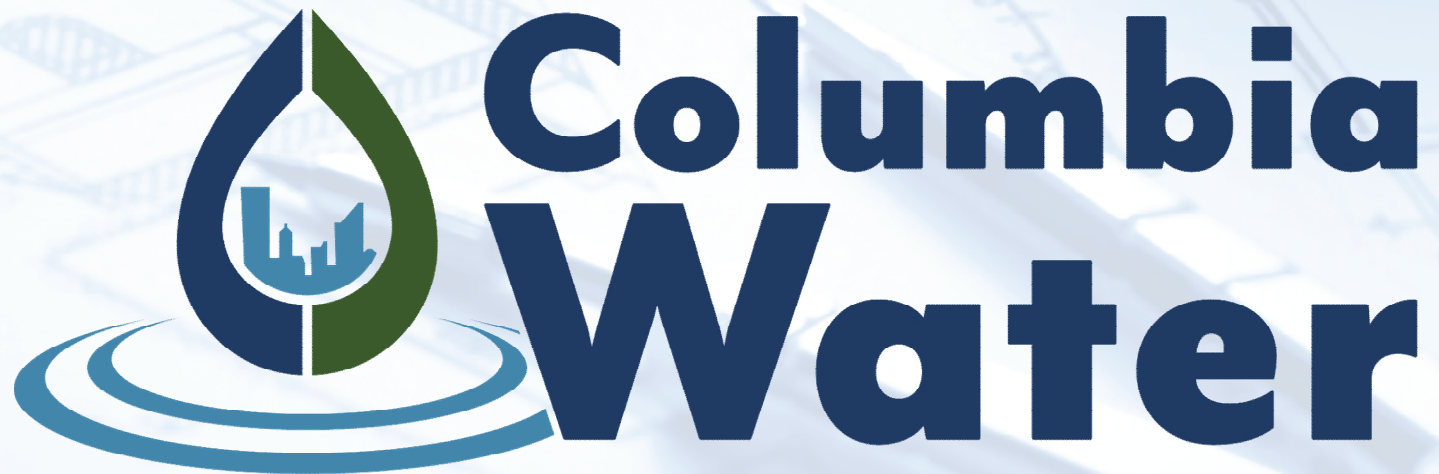
CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



Columbia Water and HomeServe Partnership



Drinking Water • Wastewater • Stormwater

Background

- In 2012, the City Council Environment & Infrastructure Committee requested that staff look into endorsing a water and sewer service line warranty program.
- The City issued a Request for Proposals (RFP) in January, 2014. Shortly thereafter, HomeServe was selected.
- The City of Columbia entered into an Agreement in 2014 to endorse HomeServe USA.

Water & Sewer Line Responsibility

The image below shows which portions of a customers' water and sewer service are the responsibility of Columbia Water and which are the responsibility of the property owner.

Columbia Water cannot repair private lines.

- City of Columbia
- Property Owner



Partnership Key Points

- **The policies offered by HomeServe are OPTIONAL.** The City does not and will not require its customers to purchase any of these repair policies.
- **The City has NOT given customer mailing addresses to HomeServe.** Instead, HomeServe uses a third party service for addresses based on zip codes in our service territory.
- **The City does not repair lines owned by the property owner.** That is where HomeServe comes in – their policies allow for assistance in repairs to customer-owned lines.
- **HomeServe marketing materials are NOT branded with the City logo.**

Customer Benefits

- As of Oct. 2019, 11,308 customers are covered for a home emergency repair.
- Jobs Completed (Apr. 2015 – Oct. 2019)
 - Water Service Line- 1,450 jobs, saving residents \$745,076
 - Sewer/Septic Line- 896 jobs, saving residents \$438,400
 - Interior Plumbing & Drainage- 1,855 jobs, saving residents \$530,072



Since its inception, a total of 4,201 repair jobs have been completed, saving residents \$1,713,548!

Customer Satisfaction

The program received a 4.8 out of 5 customer satisfaction rating for 2019.

"I think the tech was very professional. He diagnosed the problem on the phone, and then proceeded to fix the problem."

"The technician was very respectful and knowledgeable. They did the job efficiently and quickly, then cleaned up after the repair. I would recommend the service to anyone I know!"

"I think the technician did a great job and if we have another problem we will use HomeServe again."



Change Up Program

- City of Columbia proceeds (100%) received from HomeServe are applied towards a residential assistance program called Change Up that has been in existence since April 2017.
- Funds from the Change Up Program go to assist low income customers with their water and sewer bill.
- **As of Oct. 3rd, 2019, 535 customers have benefited from the program for a total amount of \$118,529.**

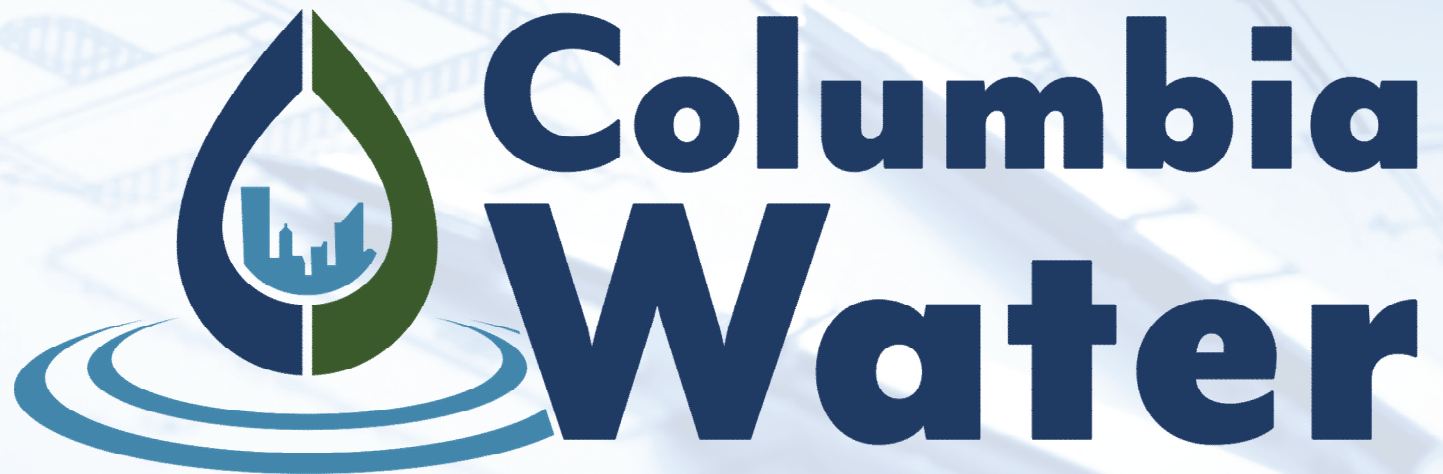


Change Up Recommendations

To make the program more effective and increase the number of customers who are provided assistance, the following improvements are recommended:

- Increase the customer assistance limit from \$300 to \$500 (or greater at the discretion of management).
- Create an online form to make applying easier.
- Create a round up program for customers to donate.
- Develop an education campaign to encourage donations.
- Name the fund after long-time past employee Deborah Christie Livingston.

Questions?



Drinking Water • Wastewater • Stormwater



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 19, 2019

SPECIAL CALLED MEETING – 2:00 P.M.

The Columbia City Council held a Special Called Meeting on Tuesday, November 19, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:27 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Moe Baddourah, The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin and The Honorable Howard E. Duvall, Jr. were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

BUSINESS LICENSE APPEAL

1. Cricket Store 17, LLC dba Taboo - *Denied*

Ms. Erika D. Moore, City Clerk said members of Council, we are here in the matter of an appeal filed by Cricket Store 17. Council are you ready to proceed and place the rules of procedure governing this appeal into the record?

Councilor Devine said this hearing is being held pursuant to Sec. 11-46 of the City Code. The parties have the right to make arguments, present evidence, exhibits, and/or testimony, and cross examine any adverse witnesses. A party may be represented by any counsel of their choosing who is admitted and in good standing in at least one state. The rules of evidence shall not apply, except as to privilege, but may be considered as a guide towards the full development of facts. The license inspector shall present first, followed by the business and a short reply by a licensed inspector. The time limits in minutes are 30-30-10, with additional time being allowed per City Council discretion. The City Council may take the matter under advisement after hearing from the parties or may vote on the appeal upon the conclusion of this hearing. The City Council shall by a majority public vote of the members present, render a written decision based on findings of fact and the standards in Chapter 11, Article II of the City Code. In doing so, City Council may consider any proposed orders tendered by the parties.

Mr. Pete Balthazor, Esq., Counsel for the Business License Division said I have been representing the City of Columbia along with Scott Bergthold who is here today, on various legal appeals or legal challenges brought by Cricket Store 17 against the City of Columbia over the years. Mr. Bergthold and I along with the City Attorney's Office have been advising the Business License Division on various business license issues, as well. We are here today to represent the Business License Division in the appeal brought by Cricket Store 17. Pursuant to the procedures that were



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just read by Ms. Devine, I would ask that Scott Bergthold be given permission by Council to appear before you to present this matter on behalf of the Business License Division. Mr. Bergthold is admitted as a member of the bar in three other states. As an out of state attorney, he has been participating with me. I am a member of the South Carolina Bar.

Councilor Devine asked if there is any objection to Mr. Bergthold presenting. Seeing none, Councilor Devine welcomed Mr. Bergthold to the podium and instructed him to proceed with his presentation.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said I take that as I do have permission to appear.

Councilor Devine said yes sir.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said if I may approach, I have an exhibit booklet I'd like to give to each member of the Council to help guide [you] through the proceeding. I'll provide a copy to whoever is here on behalf of Cricket Store, as well.

Councilor Devine asked for the record if anyone is here representing Cricket Stores.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said we'd like to walk you through the position of the Business License Division on this appeal. That is basically going to be facilitated by the binder in front of you. I'll give the business an opportunity to speak and I'll take any rebuttal or cross examination necessary. At the end of today, I will be asking Council to make a motion to adopt a written decision. That motion is inside the binder as well as a one-page written decision. That written decision is the relevant provision of the business licensing code on business license denials, which is section 11-44 and then the four reasons that were laid out in the business license inspector's denial letter dated October 14, 2019. There is a certification that acts as a table of contents for the materials I will be presenting. This was signed by Ms. Lakesha Shannon, Business License Administrator where she certified that the following documents are public records contained in the Business License Division's files and related to the business license application of Cricket Store 17, LLC d/b/a Taboo. There are ten documents there. In addition to those ten, I would also like to make a part of the record, all of the exhibits in the back of the binder and two other documents that were sent to the Business License Department in 2016 from Jeff White, the owner and proprietor of Cricket Store, LLC. There are two emails to City officials. Finally, there are certificates of good standing regarding my admission in other states. At this time, I would offer this binder of exhibits into the record.



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Councilor Devine asked if there was any objection. Seeing none, we will admit this exhibit into the record.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said I'd like to start with number one in the tabbed binder. This goes through the relevant provisions of article two for business licensing in the City of Columbia. Section 11-31 requires every business to have an obtained business license and pay a fee every year for having that business license. The next section is 11-35 (d) says that when business license applicants seek a license they have to provide proof of payment of any business related fees, assessments, and/or personal property taxes including any late fees or penalties. The next relevant section is 11-44, the denial provision. It says the license inspector shall deny a license to an applicant under this article when the application is incomplete or contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact, or when the activity for which a license is sought is unlawful or constitutes a public nuisance. The next provision is section 11-45. This deals with suspension or revocation of a license. Subsection (a) gives the license inspector the authority to revoke a license if (5) licensee has engaged in unlawful activity or nuisance related to the business. We are in a unique situation here, because we have a business that's been operating in the City of Columbia for some time, but at least for the last five years from 2014 on, has never had a valid business license. Had they had one, they would have been subject to revocation for some unlawful activities that I will talk about. The main standard is 11-44 and that is what we are here on, the denial. Finally, the last section is 11-46, which governs our appeal. The procedures are even read into the record.

Tab two is the application that was filed by Cricket Store 17, LLC on September 13, 2019. They listed the business start date as September 13, 2019 and their description of the business is general retail. We have additional information from the applicant. They say they have read the rules in the Code requirements for the City. They also make some arguments about the types of devices they sell in the store.

Number three is the letter dated October 14, 2019 from the Business License Division. It has several paragraphs. Section 11-44 says that you can deny a license for misrepresentation, false statements, failure to include a material fact, and so forth. Page two of that letter (page eight in the binder) gives several reasons why this application is being denied.

Tab four is the written letter of appeal where they also get into settlement of litigation. I will let them talk about that.

Tab five is something that is referenced in the beginning of the Business License Division's October 14th denial letter where they said you've made repeated misrepresentations in the past.



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They are referring to all of the times over the years where they've come in and said we are a general retail business and then the City has done an investigation and found out that's not true. Then the court in granting an injunction, has agreed with the City and in granting the contempt sanction, has also agreed with the City. That happened several times, but the three that are included are in October 24, 2017, May 11, 2018, and the very next month in June.

Tab six is the permanent injunction order that was entered by the Circuit Court of the Commons Pleas Court on March 8, 2018. They say that in 2011, plaintiff Cricket Store, LLC obtained a general business license and open and began operating Taboo. We know they started in 2011; therefore, the claim that their business start date was September 13, 2019 is a false statement. It goes through how Taboo sued the City in federal court (page 20), but was unsuccessful all the way to the US Court of Appeals for the Fourth Circuit. They then came in here on a BZA claim. They sued to challenge the Board of Zoning Appeals' decisions that they were an adult use or sexually oriented business. Those were also rejected. At the hearing on the injunction they made claims about Spencer's and different things. The Court looked (page 22) at what they sold; at pictures taken by Brian Cook, prior Zoning Administrator; the websites they displayed; the definitions and moved on to say (page 24) that Taboo is clearly violating the zoning ordinance provision on multiple counts and then issues a permanent injunction. We had hoped that Taboo would stop their illegal practices, but unfortunately we found out that they didn't.

Tab seven is the order finding Cricket Store 17, LLC, Jeff White, and Larry Boyer in contempt of the March 8, 2018 permanent injunction order and the court (page 26) finds them in criminal contempt as well as civil contempt. On page 27, Judge Newman recounted the failed challenges to the ordinance in federal court and state court and in that penultimate paragraph, the second to the last paragraph on the page said photographic evidence of sexual devices proved that Taboo is a sexual device shop, i.e., a commercial establishment that regularly features sexual devices and goes through rejecting arguments about age and things that they thought would take them outside the scope of the ordinance and injunction. Finally, if you turn over to page 36, it says the Court already rejected Taboo's claims about unequal treatment. The Court was not going to rehash that ground. The most important finding is at page 40 where it says the Court finds beyond a reasonable doubt that Taboo, White, and Boyer willfully violated the injunction order and are thus subject to criminal contempt sanctions. The Court imposes a fine of \$28,500 on Taboo, which is Cricket Store 17, LLC, White, and Boyer and they are jointly and severally liable to pay that amount. [The Court] also held them in civil contempt to pay a \$15,000 if they continue to violate the injunction order. That's all the business license division was aware of and then in this circumstance they went out and had a private investigator gather evidence like they did during the litigation and this is what was found.



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They have a Taboo website at Taboosc.com. Go the website, click shop now, and it goes to adults only. Turn to page 45 and it says Warning! You are about to enter an adult store. It warns of sexually explicit material. It says if you are not yet 18, do not enter this site. Where it says by entering this site I agree to the following – the first bullet point – I am at least 18 years of age. They have a 2257 Compliance Statement, which is a Congressional statute about keeping records about people who participate in sexually explicit films. If you turn over, you will see that the home site of that page, which is Tabooadultstore.com, all the sexual devices that are offered for sale on the front page and the second page. These are the same websites that Judge Newman talked about in her injunction order in 2018 and her contempt order in 2019 as what shows they are continuing to operate a sexual device store.

Behind tab nine, we have a receipt and it shows that an investigator bought these items on October 10, 2019 and their website Taboosc.com, which is the website in tab eight. It has a picture of the store and the address 4716. On the bottom it has Taboostore.com, another place you can buy these materials. It has five different items that were purchased there. These five devices are designed clearly for sexual stimulation. We took pictures of all sides of the packaging. We went to the webpage and searched for that same device that the investigator bought in the store last month and we found that every single device we purchased corresponded to what they sold, promoted, and featured on their website. There were five: clitoral stimulators, anal plugs, vibrators, bondage material, and pleasure tape. These are the types of devices that have been found to be sexually related devices or designed for sexual stimulation or bondage type activities, which in your ordinance is classified as sadomasochism, use or abuse of oneself or others. We confirmed that all the devices the investigator purchased last month were ones that they had in the store of course and we were also featured on the website.

Exhibit ten compiles a number of cases that show that adult novelty stores are sexually device shops. They are interchangeable terms. In three of these cases: Heidman v. South Salt Lake City, Doctor John's, Inc. v. City of Roy, and City of Littlejohn, Colo. v. Z.J. Gifts D-4, LLC are all cases in which our firm wrote the ordinances for the City. We were involved in two of those cases including the one that went to the U.S. Supreme Court. Saying that something is a novelty doesn't mean it's not designed for sexual stimulation, which is what the ordinance is triggered by. That was also something that business license officials have.

Finally, at the very back is the protestation of the business. The next email is from Jeff White, the owner of Taboo to Brian Cook, the Zoning Administrator in 2016 and Roger Myers, Business License Administrator stating that effective February 5, 2016, Taboo is no longer a Sexual Device Shop and/or an Adult Video and Bookstore according to your zoning definitions. The following month, Mr. White wrote an email on Tuesday, March 29, 2016 saying that I've decided to purge



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every single sexual device in the store. I have ceased featuring sexual devices completely. This has been going on for a long time. It was reasonable for the business license official certainly with what was before them and what was in their files, to not believe an applicant that's repeatedly been found to have made false representations to the City and it has been found to have operated illegally for some time in the City of Columbia.

For all these grounds, we would ask that when the Council deliberates we ask that even today, they would make a motion to adopt the written decision which basically says that a hearing was held, these are the standards in 11-44; these are the five grounds for denial; and it has the decision; and a place to date and sign for the members of the Council who are present. At this time, I'll ask the Council to uphold the decision of the business license official to deny a business license to Cricket Store 17, LLC. At this time, I will yield the floor to the applicant.

Councilor Devine said thank you for that presentation. We are taking testimony evidence and cross-examination. Is there any question by a member of Council before we move forward to the business?

Councilor Baddourah clarified for the record that this has been going on since 2011 and there have been many attempts by the store to mislead the City, inspectors, and the facts; that has been well documented in your presentation. It is fair to say that this has been going on for a long time and it is time to put this to rest.

Councilor Devine said we will proceed with the presentation of evidence and arguments by the business.

Councilor McDowell asked if Taboo was pronouncing that this is a general store.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said that is the argument they are making and have been making since 2016. The store is Cricket Store 17, LLC and it does business as Taboo. That is what their argument was in the Court's injunction, too.

Councilor Devine said we will move to the presentation of evidence by the business. You have thirty minutes for your presentation. If you would state your name for the record, then you can proceed.

Ms. Cheyenne Wiseman said I am manager of Taboo. She said Larry Boyer no longer works there and I have taken over his position. I am not legal representation for Taboo. I was asked by the owner to appear in his place. I'm not sure where our lawyers are. I'm not sure why they are not



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here. I was asked to be the face of the store. I have no legal representation. I have no legal education. I was just asked to appear as the face of the store.

Councilor Devine said we thank you for being here. We will note that the legal counsel that has been part of it, is not present at this hearing. Is there any statement on behalf of the store that you would like to make in response to the business license department's case?

Ms. Cheyenne Wiseman said no ma'am; I wasn't given one.

Councilor Devine said we appreciate you being here. Will you yield the rest of your time? You had thirty minutes.

Ms. Cheyenne Wiseman said yes.

Councilor Devine said we've had the business license present their case; the business itself is here. Mr. Bergthold, do you want your ten minutes of rebuttal.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said I certainly won't use that much. I know that Ms. Wiseman has been working for the store for some time. She filed an affidavit as the assistant manager in the Court in May 2018; was part of the operations during the timeframe that the Court in July 2019 found that the business was operating in contempt of the Court's injunction. Our request would be that the Council would make a motion to adopt the written decision.

Councilor Devine said pursuant to the hearing procedures, City Council may take the matter under advisement after the hearing or may vote on the appeal at the conclusion of the hearing, which has concluded. Is there a motion?

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said we believe that the business had notice, because the notice of this hearing was hand delivered to the store. I would like to have Ms. Wiseman confirm that Greg Williams from the City's business license division did deliver a copy of the notice talking about this hearing.

Councilor Devine said Ms. Wiseman can you confirm that notice of this hearing was received.

Ms. Cheyenne Wiseman said yes ma'am; I was the person who received it. I was informed by Mr. White that he was not told that he had to be here. I can't speak for our lawyers, but I can say that he was not aware that he had to be here.



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Councilor Devine said but you as assistant manager of the business received notice of the hearing that was served on the business location.

Ms. Cheyenne Wiseman said as manager, yes ma'am.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said and that was more than a week ago.

Ms. Cheyenne Wiseman said yes sir.

Councilor McDowell said duly notified; letter received.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division said yes; correct.

Upon a motion made by Mr. Baddourah and seconded by Mr. McDowell, Council voted unanimously to affirm the decision of the business license official to deny a business license to Cricket Store 17, LLC d/b/a Taboo and adopt the written decision tendered to it that upholds the business license denial, because applying the standards in Chapter 11, Article II of the City Code, the record before the Council supports the license denial.

Councilor Devine said pursuant to the procedures, City Council will render the written decision based on the findings of fact and the standards of Chapter 11, Article II of the City Code and that will be tendered to all parties.

Mr. Scott Bergthold, Esq., Counsel for the Business License Division asked that the participating members sign the adopted written decision, which will be the official written decision for the record.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 3:04 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



**COLUMBIA CITY COUNCIL MEETING MINUTES
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WORK SESSION - 2:00 P.M.

The Columbia City Council held a Work Session on Tuesday, November 25, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:05 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah arrived at 3:07 p.m. and The Honorable Mayor Pro-Tempore Tameika Isaac Devine was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

**DISCUSSION OF COMMERCIAL CORRIDOR REDEVELOPMENT PROGRAM
ACTION ITEMS**

1. Parking Improvements - Ms. Missy Gentry, P. E., Assistant City Manager and Ms. Elle Matney, Director of Parking Services

Ms. Teresa Wilson, City Manager said this is the continuation of a discussion we been having regarding the implementation of a commercial corridor redevelopment program. The staff has been working on several action items in that regard. We want to start with the parking side of things. This program is a pilot to be started in the Five Points corridor. A lot of what we say today can be potentially implemented citywide.

Ms. Elle Matney, Director of Parking Services said let's take a look forward with smart devices for smart cities. Smart meters accept multiple forms of payment with dynamic pricing. They generally come in two sizes: the larger ones can maintain a service box for up to 25 spaces and the smaller ones can maintain up to 12 spaces. Passport Parking was implemented three years ago and we have crossed over one million transactions with Passport Parking. We were recently selected as one of 14 test markets with Google Maps. Vehicle detection sensors is on the horizon. They can be placed in the ground or surface mounted. There are multiple apps that you can pull up on your mobile device or many newer vehicles' navigation systems will tell you where there is available parking based on these sensors. Some existing opportunities include available on-street and facilities parking, parking rates, on-street demand pricing, the infraction citation fee structure, and enforcement.



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We have issues with local staff parking in short-term metered spaces during evenings, nights, and weekends. USC Hub students and hotel guests are parking on Main Street instead of using the parking facilities.

Councilor McDowell sought clarification of the infraction citations.

Ms. Elle Matney, Director of Parking Services said the average expired meter citation is eight dollars versus what other cities are imposing. We are also working on curb management. We have lots of hospitality inquiries and an overall need for taxis, Uber, and Lyft. We hope to continue marketing short-term versus long-term parking on social media. We are finalizing deck facility maps with promotional parking incentives. Parking services along with city management recommend extended parking enforcement hours, Monday through Saturday from 9:00 a.m. to 9:00 p.m. citywide. Fee structures can be determined by the space itself or we can maintain the pricing by time of day. We have the availability to control that with this technology.

Mayor Benjamin asked can you help me understand the extended hours of enforcement from 9:00 a.m. to 9:00 p.m. Will it help move cars or what is the practical effect of that?

Ms. Elle Matney, Director of Parking Services said yes it does. It turns those spaces in the evening and weekend hours. For example, I can pull up to a meter and feed it at 5:00 p.m. for an hour, because I am working the night shift. They know we are not going to enforce after 6:00 p.m. so that vehicle is there for the rest of the evening. We receive complaints from local businesses that no one has a place to park along Main Street. By extending enforcement until 9:00 p.m., we will turn those spaces.

Councilor McDowell said there have been concerns from some folks that their meters run out when they are in long lines at the County's building and they are ticketed. Has there been any talk about parking around that building?

Ms. Elle Matney, Director of Parking Services said not at this time, but we can certainly visit that. Maybe some of those meters need to be extended for more than two hours. Another one of the initiatives we are talking about is the fee structure, whether by space or a block time of day. In other cities, they have a flat rate in the parking facilities. If you are in after 6 p.m. and out before 6 a.m., it can be six dollars flat to entice those long-term parkers.



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Councilor Rickenmann said if you are in Five Points before 11:00 a.m. there are no parking issues but from 11:00 a.m. to 2:00 p.m. it creates more need. Looking at time of day and blocks of time can make more sense along with having higher rates to encourage turn over. Especially since we have different parking options that aren't being utilized.

Ms. Teresa Wilson, City Manager said for the Thanksgiving Holiday we will not have enforcement citywide. Traditionally, that's what we tried to do in the past couple of years to encourage shopping. In Five Points, we are hearing that they want enforcement. We have to make the decision to be consistent citywide.

Ms. Elle Matney, Director of Parking Services said from both ends of that spectrum they were upset that we did and they were upset that we didn't.

Councilor Rickenmann asked if it is possible for us to utilize 2221 Devine Street to encourage the folks who are working that weekend to use those spaces?

Ms. Teresa Wilson, City Manager said that is what we would like to do ultimately. We can try it.

Councilor Rickenmann said I don't know if the Convention Center has events that weekend but that parking lot needs to be utilized for shopping in the Vista or during the holiday weekend.

Mayor Benjamin asked if the merchants are asking for enforcement?

Ms. Teresa Wilson, City Manager said some are. We asked for a hard line from the merchant's association. We have not gotten a clear response. Everyone else is good with no enforcement.

Mayor Benjamin said I think we should enforce, but I don't want to do that without a consensus.

Ms. Teresa Wilson, City Manager said my recommendation is that we be consistent citywide. We don't enforce if that is what we have been doing and it has been well received everywhere across the city. We will strongly promote 2221 Devine Street for Five Points parking.

Ms. Elle Matney, Director of Parking Services presented a few examples of what other cities are citing for expired meters. Here in Columbia we are at \$8, Savannah is \$20, Knoxville is \$11, Charleston is up to \$30, and Portland is at \$44. Their enforcement hours vary. They have innovative technology broken down by zones or times of day. In regards to Five Points, we have been talking and partnering with various groups for a few weeks. Some of the recommendations and solutions include an update of construction plans in compliance to prepare for rebidding at the



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end of the calendar year. We are finalizing the plan for construction in late spring 2020. We recommend that the extension of enforcement hours to generate the need for turnover as presented, is implemented citywide and not only for Five Points. For the Dynamic Pricing Model, we are currently in review of various vendors, equipment, and products that integrate with our current systems for parking. We are continuing to partner with area businesses to promote availability in remote areas in Five Points.

Councilor Davis said we definitely have to, because employers that allow employees to take the special parking impact their businesses also and I don't know if they understand that.

Ms. Elle Matney, Director of Parking Services said you cannot refeed the meter so I think they will get the message and further the discussion of other options like Devine Street. We do offer hospitality parking for our service industry businesses throughout the downtown area. We are also continuing to develop a plan to enhance the walkability between Five Points and 2221 Devine.

Ms. Teresa Wilson, City Manager said Five Points has asked for the extended enforcement. Do we go citywide as Elle is recommending or pilot it and start only with Five Points?

Mayor Benjamin said let's pilot it and see how it goes. With everything that we do new let's see what merchants think beforehand and afterwards to get more guidance on what they want. Execute in Five Points only, with the intention that if it works well we can go everywhere. It's going to be a paradigm shift in the way we park so let's just see if we can get some type of useful data including opinions about the process, before and after.

Ms. Krista Hampton, Director of Planning and Development Services said currently in the Five Points overlay all uses have a 20% reduction for parking. If you are a use that has a demand of 3.5 spaces per 1,000 square feet of area or less in existing buildings, you don't have to provide parking other than what is there. That includes office uses and retail. It was intended to encourage businesses to locate in existing buildings. We have two considerations for amendments: one is based on the conversations we have heard from Five Points, which was to extend that exception for providing parking in existing buildings to uses with the demand of 5 spaces per 1,000 square feet or less. That would extend it to uses such as yoga studios and doctors' offices and it would not extend that exception to restaurants or bars. The other option is to eliminate parking requirements and bring it down to zero. You can do this for existing buildings or new construction.

Councilor Rickenmann asked if the Sheraton Hotel on Main Street is not required to have parking.



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Ms. Krista Hampton, Director of Planning and Development Services said correct and that is not because of the exemption but because of the C-5. The C-5 zoning district which takes up most of your central business district has no parking requirements. In the new code we are extending the elimination of parking requirements to a greater swath of the central business district. Sometimes, we are concerned about eliminating parking requirements in areas adjacent to residential districts. We aren't here, because all of the districts generally have residential parking permits. Either of these will require a text amendment that is fairly easy to draft and bring to the Planning Commission or City Council, whatever the direction is.

Mayor Benjamin said I am fine with both of them and the amendments. I was being sensitive to any impact we might have on residential neighborhoods.

Ms. Krista Hampton, Director of Planning and Development Services said if we do 4,000 square feet and below that will except all parking requirements. If we decide above 4,000 square feet that will maintain the status quo with the 20% reduction that we currently have in this area.

2. Commercial Retention and Redevelopment (CRR) Program Updates and Recommendations - Ms. Melissa L. Lindler, Office of Business Opportunities Director

– *CRR Vacant Building Incentive Program*

Ms. Melissa L. Lindler, Office of Business Opportunities Director said in the Five Points plan they reference the request for greater access into the façade program, which we now call the Commercial Retention and Redevelopment (CRR) Program. When we met a couple of months ago, we talked about the recommendation to expand the CRR Program into our current pilot program. Mayor Pro-tem Devine asked about the historical areas and where we have been previously. Since 1997, we have done 118 façade projects throughout the city for a total of \$1.7 million. The money that was allocated for this year has not been spent.

Ms. Gerry Lynn Hall, Office of Business Opportunities Program Compliance Specialist said OBO loans were done between 1997 to 2000. It was not targeted but we saw a focus on Main and North Main, with a small percentage being citywide. For the Neighborhood Business Improvement Zone installed by the SC Development Corporation, we did Five Points and the Rosewood/Owens Field areas. We did the Business Improvement District in 2010. After that, we did two phases to cover Main and North Main, from Elmwood Avenue to I-20. We did two phases for Two Notch Road. We recently did Farrow Road and West Beltline. We are currently doing portions of Harden Street, Gervais Street, Taylor Street, Millwood, and North Millwood.



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Ms. Melissa L. Lindler, Office of Business Opportunities Director said we have been in every district so far. The seven projects we have awarded this fiscal year and last fiscal year are Andrews Auto Service, Tripp's Fine Cleaners, Carolyn's Flowers, Montgomery Creative Styles, Star Beauty Supply, Grilled Teriyaki, and 813 Harden Street, LLC. The following pending projects are currently out for bid: Morgan Realty, Free Times, House of Styles, and Mary's Beauty Salon. We did have two other projects that were pending but those owners or tenants no longer want to participate. We have available funding to do two additional projects. There is some correlation between the side streets and where our code violations are. If we were to stay in this area, we can probably address those other commercial code violations. The recommendation for next fiscal year is that we stay where we are because that is where the pilot project is and we can expand it to the side areas that we weren't able to address with our initial funding. The other part is the increase in allocation for CRR funding by \$10,000 as an incentive to encourage the recruitment of new businesses, either locating or relocating to the vacant and abandoned buildings in the targeted area. This will actually increase the per award cap to \$35,000 for abandoned and vacant buildings from \$25,000 and we will request additional funding for our traditional CRR Program and for the vacant and abandoned buildings pilot. The incentive can also be used for the purchase of inventory, furniture, and equipment required to operate the business. In order to be eligible for the Vacant/Abandoned Building Incentive Loan they would have to apply and be approved for both the Facade and Commercial Improvement Loans. Facade is the only one that requires a match unless Council wants to change that. We will interact more with code enforcement when it comes to the commercial code violations. We can utilize those tools to help make sure we are meeting the greatest needs in this area. Another component that will help the CRR Program is the FOG Program.

- Fats, Oils, and Grease (FOG) Forgivable Loan Program

Mr. Frank Eskridge, Deputy Director of Utilities said at the September workshop Council expressed the desire to find innovative ways to help restaurant owners and property owners, who might convert their property to restaurants, with ways to meet the city's existing fat, oils, and grease (FOG) requirements. Every restaurant must have a way to pull that out of the wastewater stream so that it doesn't cause problems in our sanitary sewer system. We have been working on the idea of having a FOG forgivable loan program that will be administered through the Office of Business Opportunities Retention and Redevelopment Program. The technical review and construction inspection that normally goes with a grease trap installation or a grease interceptor installation will still be done by the water compliance section of Columbia Water. The idea is to make up to \$5,000 available per applicant with 50/50 matching funds towards the cost of labor, equipment, and materials for the installation of grease traps or interceptors. This will apply inside the city, not system wide. The forgiveness requirement will be such that the applicant has to be in



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business and compliant with the requirements that we have for two years and at that point the loan is forgiven. This will be funded from Columbia Water revenues. If Council would like for this to proceed, we are ready to begin on January 1st.

Councilor Duvall asked if these are City, DHEC, or EPA requirements.

Mr. Frank Eskridge, Deputy Director of Utilities said we have a city ordinance. The federal government liked our ordinance so much that they incorporated it into our Consent Decree. The state also requires that this be addressed.

Councilor Duvall asked if most utilities in South Carolina have a FOG program.

Mr. Frank Eskridge, Deputy Director of Utilities said absolutely, it is a nationwide situation.

Councilor Rickenmann said not everybody needs to put in a tank. I think that is one of the things we haven't had a clear delineation on in the past. I was curious about the average cost, because \$5,000 is probably 10% of the total cost. The reality of what we are talking about it massive. I think we have to look at this more in-depth. We can look at different ways to create a balance if we want to encourage growth, especially in troubled areas.

Mr. Frank Eskridge, Deputy Director of Utilities said staff is already working with applicants to find creative solutions. There was an interest in combining grease traps. It is not going to go that far before it clogs the line. Grease traps have to be close to what they are serving.

Councilor Rickenmann said we put a lot of strain on a small business person to do that but the biggest abuser of the system is the home owner and we have no requirements on them for anything.

Mr. Frank Eskridge, Deputy Director of Utilities said we encourage them to can it, cool it, and trash it.

Councilor Davis said my experience with small business owners has been those that are looking to occupy an existing building with a system that we approved in the past. The challenge to upgrade to the requirements that we place on them has not been financially practical, especially when we look at the areas where we want to see new business come in. I am hoping that we make some allowances for financial assistance and be flexible in the requirements that we place on them. I have seen some systems that were in place and it makes you wonder how they were approved in the first place. If we approved it for the previous business under our rules, why would we change for a new business coming in to the same facility?



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Mr. Frank Eskridge, Deputy Director of Utilities said the FOG program dates back to 2008. I'm not sure how it was handled back then. To your point Councilman Rickenmann, it may cost up to \$2,000 if you are putting devices under kitchen sinks. If you have to go outside the building, you are probably up to \$15,000. The price can vary widely but we felt like this was a good start. If we get started in January, we can come back to you with some experience, successful stories, the level of interest, and the effectiveness of this amount.

Ms. Teresa Wilson, City Manager said with that overarching premise of looking at each situation and having some flexibility, we would recommend starting with \$5,000 per applicant.

CITY COUNCIL DISCUSSION

3. Economic Development Partners Update - Mr. Ryan Coleman, Director of Economic Development

Mr. Ryan Coleman, Director of Economic Development said there is another line item for the Insurance Technology Services Clusters of SC that has been formally a part of EngenuitySC. We added a line item in the amount of \$10,000 for your consideration. These are all consistent with what we have discussed. Our partner agencies assist with business recruitment, trip scheduling, entrepreneurship, small business development initiatives, retention and expansion of existing businesses, marketing, and some assistance with talent retention. The overall special projects funding for 2019/2020 is \$382,000. Of that, \$204,500 is allocated to annual recurring funding of ED partner agencies. The partners are Central SC Alliance, EngenuitySC, Columbia Technology Incubator, IT-oLogy, and the Columbia World Affairs Council. The City Center Partnership receives an allocation in lieu of taxes. As the City does not pay taxes, they determined that \$70,000 was the fair market value of what the City would contribute to the City Center Partnership. There is the Mast General interest and the Greater Columbia Chamber of Commerce is funded for BRAC and military initiatives.

Councilor McDowell said is the \$70,000 part of the Hospitality Tax?

Mr. Ryan Coleman, Director of Economic Development said that part is not. You can see the breakout of the current recommendations for the partner agency funding. We have reduced Central SC, EngenuitySC, and the Columbia World Affairs Council. Greg Hilton and his group GrowCo have started their new concept down in the Vista. They requested \$37,000 for a period of three years. There's \$10,000 for Midlands Technical College. Some of the remaining funding can be used for Economic Development grants.



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Councilor Rickenmann said we requested a memo. What have we gotten in the past five years from each one of those agencies? Instead of just looking at reducing the amount, part of it was to legitimize giving them any money. What were the deliverables and did they deliver the deliverables? How should that be tied into funding?

Ms. Kay Hampton, Deputy Director of Economic Development said we came up with some of these line items by looking at the past year and what they said they were going to do with the funding.

Ms. Teresa Wilson, City Manager said we have talked about the benchmarks being a challenge to meet and the deliverables going forward. I was hoping they would take a historical look but be very deliberate and specific with these entities about the things they can do to assist us right now.

Councilor Rickenmann said I am hearing that you have given them a narrow scope that is measurable so when we get to budget time next year, we will know if they can deliver or not.

Mr. Ryan Coleman, Director of Economic Development said the scopes are very specific and tangible things focused on output and outcomes. We have gotten away from the usage of funding for overhead. We are providing an itemized professional services contract. We say here are the things that feed into our strategic plan and here are specific things you can do to contribute to that.

Mayor Benjamin asked if we are producing a document, video, or some type of marketing materials that we can start putting out by a certain date.

Mr. Ryan Coleman, Director of Economic Development said we will be working internally on a couple of things this year and we have the opportunity to do some of that in conjunction with these partners. Did you want to do it around something industry specific, talent retention and attraction, or just the city in general?

Mayor Benjamin said all of the above, but city focused. There is so much good content out now but we need to be pulling all things together of our purposes. Having a hard target date to have something produced by is important. I am concerned about reducing the Central SC Alliance as well as Engenuity. I support the GrowCo and I have been an advocate of Midlands Tech and hardening that relationship. I have been an advocate in the past of increasing the Central SC Alliance funding, while understanding the role they play in regional economic development and how central our positioning is in there, whether or not that investment lands in the four corners of Columbia. But certainly our folks don't all live, work, and play in Columbia. Now, we have been clear about our expectations and there have been challenges in meeting those expectations. I served



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on Engenuity's board since the organization was founded. I do believe that the work Engenuity is doing is important. I would encourage more of us to serve in a number of different capacities on these different boards so it's not just me or Ms. Devine bringing back the good news. I do want to make sure the Chamber's funding is held harmless and still the same.

Mr. Ryan Coleman, Director of Economic Development said the Chamber is funded out of the general fund. We still manage that contract. The standard membership for Central SC is \$72,000 a year. We went back to them and said we were looking for something that is very specific to the city and tailored around deliverables. Mike did indicate that if there was a change, he will have to go back to the Central SC Board and we may not be a standard member with the Alliance anymore. That is something we have to consider and be comfortable with. I think we still want to participate in these partnerships. We have been very clear with everybody that we need these things that are very specific to the city and will produce these outcomes over the next year.

Councilor Davis said I don't have any heartburn about Engenuity or the Enterprise Campus at Midlands Tech. I been talking about the relationship that campus can play in a city. That campus has the ability to recruit businesses that provide jobs in that area.

Mr. Ryan Coleman, Director of Economic Development said we coordinated with the Enterprise Campus on a \$180,000 rural infrastructure grant that is helping provide some of the wastewater infrastructure at the backside of the campus. I think that is a real tangible thing and they brought value to the table in that aspect. We are looking for things along those lines. Things that are concrete and we can point back to.

Councilor Baddourah said I thought we talked about creating a culinary school at Midlands Tech. I think the city is interested in this because it generates more students and jobs. Is that a discussion we have had with Midlands Tech?

Mr. Ryan Coleman, Director of Economic Development said we have not discussed that lately. If you want to request that, we will be glad to have a discussion about it.

4. Kilbourne Road Traffic Calming Measures - The Honorable Daniel J. Rickenmann

Councilor Rickenmann said I think we discussed that we were going to look into Kilbourne Road and add it to the list of streets we were looking to take over and maintain from the state. I wanted to bring it back up to talk about it and speak on traffic calming. It was very interesting to see what they have done to downtown Decatur, Georgia. In some on their high speed corridors they took the four lanes and put into two lanes. They took the parking row and moved out one. They took



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that parking row and added an extra strip of sidewalk. They added a thin bed with grass to encourage the merchants to utilize the space. They also have separate sidewalks to keep things moving without having to tear everything down. The traffic slows down and the volume is still the same. When we talk about Harden Street, Devine Street, and Millwood areas, we don't have to eliminate parking. Cut it down into two lanes and still handle the volume that is coming but make it more safe for walkability. I thought it was interesting and they said it was not that expensive.

Councilor Baddourah said there has been discussion with SCDOT about redesigning Harden, Devine, and Millwood.

Mr. Robert Anderson, Director of Public Works said we have not. It is still under consideration and they are still doing the study. I am sure we will get a full report when it comes up. Currently, DOT owns 69% of the streets and the city owns 30%. There is 1% that are private. We have 400 lane miles of city streets, sidewalks, and storm drainage to include signage and signalization. We did an in-house pavement study in 2011. Our current rating was around 78, which is preventive maintenance. Our program has the ability to run itself forward. We currently have a rating of 65-67 and that is because we are not doing a lot of maintenance in our streets. If we add something else to it then we need to make sure, we can maintain it. We have a 67 condition pavement rating, which is fair. We need to look at the 30% of city roads that we currently have and take some kind of action on them.

We talked last time about opportunities. Currently there is no funding in our general fund. We do use that funding as leverage funding. We have a couple of CTC projects that are going on right now. One of them is in the Chestnut Hills Subdivision where we just did a major rebuild and the other one is Germany Street. That road is being deeded over to the city based on its condition. The only reason we are taking that is because we have funding from them. In the past, we have also received funding from CDBG and we try to do public/private partnerships.

Kilbourne Road according to DOT is a major collector. We've had neighborhood meetings and tried to act on what those concerns were. One of them is speed humps. DOT has said no to speed humps based on the traffic volume that comes down Kilbourne Road. DOT has also not been a proponent of three-ways stop, because they generally don't work. Nobody slows down or stops for a three-way stop. We setup speed radar signs. I believe DOT paid for the signs and we installed them. They flash to show you how fast you are moving. The Police Department sent their speed trailer down there several times and they have done enforcement down there. That is currently what has been done on Kilbourne Road.



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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 3:45 p.m. for the discussion of **Items 5** through **9**, subject to removing Taboo from **Item 5**; adding the Save-A-Lot Proposal to **Item 6**; deferring the discussion of 2221 Devine Street as part of **Item 7**; and deferring the discussion of **Item 10**.

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

*Allen Benedict Court
Automated Metering Infrastructure - Meter Installations
Taboo*

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

*125 Peyton Road
Sewer Expansion Fee
Columbia Urban League
External Funding Requests
Hospitality Tax Funding
Revenue Options
Legal Update 2019*

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

*Finlay Park
Park Street Improvements
2221 Devine Street*

8. 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)

*Project Blue
Ballpark, LLC
Profitt Dixon
Kline*



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9. Discussion of appointment of a person to a public body pursuant to S.C. Code §30-4-70(a)(1)

Parks and Recreation Foundation

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

Development Corporations

City Manager and City Attorney Evaluations

Council Recessed at 5:00 p.m.

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, November 25, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:08 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Mr. Jeffery Palen, Assistant City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 10 of East Minister Presbyterian Church will lead the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to approve the adoption of the agenda.



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PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

APPROVAL OF MINUTES

11. Approval of Minutes

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the October 1, 2019, October 15, 2019, November 18, 2019, and November 19, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 12 THROUGH 35

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 12** through **35**.

12. Council is asked to approve a 5-Year (2020-2025) Consolidated Plan and Analysis to Impediments of Fair Housing Choice Contract, as requested by the Community Development Department. Award to Civitas, LLC in the amount of \$58,050. This firm is located in Mount Pleasant, SC. - *Approved*

Funding Source: Split equally between the City's Federal Grants (CDBG/HOME/HOPWA/CDBG-DR), \$14,512.50 per grant. The original budget amount is \$58,050.

13. Council is asked to approve a Contract Extension for the acquisition, implementation, and annual maintenance of EnerGov software used for permitting and land management, as requested by the Planning & Development Services Department. Award to Tyler Technologies, Inc. in the amount of \$55,515.00. This vendor is located in Dallas, TX. - *Approved*

Funding Source: Development Services - Professional Services (1014101-636600). The original budget amount is \$56,000.00.



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14. Council is asked to approve a Hardware, Maintenance and Service Contract, as requested by the Information Technology Services Department. Award to the Hewlett Packard Enterprise Company, using SC State Contract #4400011431 in the amount of \$64,039.25. This vendor is located in Roseville, CA. – *Approved*

Funding Source: Information Technology - Maintenance and Service Contract (1011120-638200). The original budget amount is \$64,039.25.

15. Council is asked to approve the Purchase of Three (3) Rimage 6000N DVD Auto Burners, as requested by the Columbia Police Department. Award to Coban Technologies, Inc., as a Sole Source, in the amount of \$64,200.60. This vendor is located in Houston, TX. – *Approved*

Funding Source: Police Administrative Services-Machinery & Equip. Capital (1012402-658300). The original budget amount is \$65,000.00.

16. Council is asked to approve a Contract for a Column Repair Project at Police Headquarters, as requested by Support Services. Award to Tyler Construction Group, Inc. in an amount not to exceed \$60,217.00. This firm is a certified Local Business Enterprise (LBE) located in Columbia, SC. – *Approved*

Funding Source: General Support Services 1011201-638100. The original budget amount is \$60,217.00.

The following subcontractors/vendors will be supplying additional services/materials:

Goldie Construction, LLC of Columbia, SC will be providing installation and painting of the column at 35.6% (\$21,000.00) of the total contract value.

Worthington Millwork of Panama City, FL will be providing the column at 13.4% (\$7,913.00) of the total contract value.

Florence Concrete Products of Florence, SC will be providing the concrete base at 11.9% (\$7,000.00) of the total contract value.

17. Council is asked to approve a Professional Services Agreement for Pest Control and Termite Services, as requested by Support Services. Award to All Phase Termite & Pest Control Services in the amount of \$104,650.00. This vendor is located in Fort Lawn, SC. – *Approved*

Funding Source: Support Services Public Building - Maintenance and Service Contract (5511219-638200). The original budget amount for year one (1) is \$104,650.00.



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18. Council is asked to approve the replacement of the Gym Floor at Pinehurst Park, as requested by the Parks and Recreation Department. Award to Sport Court Carolina, Inc., using the Sourcewell Cooperative Contract in the amount of \$83,680.29. This vendor is located in Clover, SC. – *Approved*

Funding Source: Parks-Buildings and Grounds/Rec Physical Fitness Equipment- Cap (1015104-658900). The original budget amount is \$90,000.00.

19. Council is asked to approve an Agreement for Owens Field Park Pump Track Project, as requested by the Parks and Recreation Department. Award to American Ramp Company in the amount of \$95,898.00. This firm is located in Joplin, MO. – *Approved*

Funding Source: Owens Field Park Pump Track (4039999-PK006704-658650). The original budget amount is \$95,900.00.

20. Council is asked to approve Contract Amendment #4 for Project WM4374; Engineering Services for the Repair of Columbia Canal Head Gates to extend the term of the Agreement from three (3) years to five (5) years, as requested by Columbia Water. Award to Kleinschmidt Associates. This firm is located in Lexington, SC. All other provisions of the Agreement, except as modified herein, remain in full force and effect. – *Approved*

Funding Source: Flood Recovery Project DR4241 Columbia Canal Head Gates Design Repair Services (2532201-WM4374-638400). The original budgeted amount was \$957,112.00 and will not change with this amendment.

Kleinschmidt is the prime contractor and will provide design repair services for the Columbia Canal Head Gates at 78.1% (\$747,981.41) of the total contract value.

The following sub-consultants will provide additional services:

Chao and Associates, a MBE firm located in Columbia, SC will provide structural evaluation and field structure as-built services at 26.3% (\$109,842.59) of the total contract value for Phases 1 and 2.

F&ME, located in Columbia, SC will provide subsurface investigation services at 9.1% (\$37,800.00) of the total contract value for Phases 1 and 2.

D&J Machinery & Rigging, LLC located in Lexington, SC will provide Head Gate clean out and inspection services at 10.1% (\$42,288.00) of the total contract value for Phases 1 and 2.

Standard Diving & Marine Contracting, LLC located in Mt. Pleasant, SC, will provide underwater condition assessment services at 4.6% (\$19,200.00) of the total contract value for Phases 1 and 2.



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21. Council is asked to approve Contract Amendment #3 for Project WM4348; Columbia Canal Embankment Repair Services to extend the term of the agreement for Michael Baker International from three (3) years to five (5) years, as requested by Columbia Water. This firm is located in Columbia, SC. All other provisions of the Agreement, except as modified herein, remain in full force and effect. – *Approved*

Funding Source: DR421 Columbia Canal Embankment Repair Services (WM4348-638400) and 5529999-WM4323-658650. The original budgeted amount was \$4,938,139.00 and will not change with this Amendment.

Michael Baker International is the prime and will provide Columbia canal embankment enterprise services at 53.2% (\$2,626,543.42) of the contract value. The contract value does not change with this amendment.

The following sub-consultants will provide additional services:

Hazen and Sawyer, located in Columbia, SC will provide water supply/H&H modeling; spillway/dike repair design; construction contract administration; environmental science/natural resources at 13.3% (\$655,544.00) of the total contract value.

Kleinschmidt Associates, located in Lexington, SC, will provide FERC coordination locks; gates design; and construction contract administration at 8.5% (\$419,378.00) of the total contract value.

F&ME Consultants, Inc., located in Columbia, SC, will provide geotechnical design services at 21.2% (\$1,046,089.50) of the total contract value.

CASE Consulting, Inc., (DBE) located in West Columbia, SC, will provide construction administration support services at 0.8% (\$37,564.00) of the total contract value.

Construction Support Services, located in Hopkins, SC, will provide land surveying services at 0.6% (\$32,000.00) of the total contract value.

MA Engineering Consultants, located in Carey, NC, will provide geospatial/GIS/photogrammetry services at 1.3% (\$64,817.16) of the total contract value.

ESP Associates, located in Tampa, FL, will provide hydrographic survey services at 0.8% (\$38,500.00) of the total contract value.

New South Engineering, located in Columbia, SC, will provide historic context for National Register research at 0.4% (\$17,702.92) of the total contract value.



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22. Council is asked to approve Water Quality Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant for Fiscal Year 2019-2020, as requested by Columbia Water. Award to Black & Veatch Corporation, as a Sole Source, in an amount not to exceed \$75,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Utility Columbia Canal Water Treatment Plant (5516206-636700). The original budgeted amount is \$75,000.00.

23. Council is asked to approve a Contract for Project WM4481; 2"/4" PVC/DIP Water Main Upgrades along Eastpine Court and Eastpine Place, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$110,416.80, which includes contingency. This firm is located in Marietta, GA. – *Approved*

Funding Source: 5529999-WM4481-658650. The original budget amount is \$115,000.00.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing pipe work, trucking and restoration services at 79% (\$72,692.00) of the total contract value. Southern Roots Landscape Management Inc., a Local Business Enterprise (LBE) of Columbia, SC, is the protégé and will be performing water line construction at 21% (\$19,322.00) of the total contract value.

24. Council is asked to approve Ductile Iron Insertion Valve Equipment and Training for Water Distribution Field Personnel, as requested by Columbia Water. Award to Team Industrial Services Inc., as a Sole Source, in an amount not to exceed \$140,100.00. This firm is located in Sugar Land, TX. – *Approved*

Funding Source: Utilities Water Distribution & Maintenance - Machinery & Equipment - Capital (5516203-658300). The original budget amount is \$140,100.00.

25. Council is asked to approve Contract Amendment #2 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$157,419.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: 5511706-638305. The original budget amount is \$250,000.00.



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26. Council is asked to approve an Agreement for Project SS7382; Design of the Wastewater Compliance and Lift Station Maintenance Facility, as requested by Columbia Water. Award to Goodwyn Mills & Cawood, Inc. in the amount of \$330,000.00. This firm has a local office in Columbia, SC. – *Approved*

Funding Source: 5529999-SS738202-658650. The original budget amount is \$330,000.00.

This is a Clean Water 2020 Program Project. Goodwyn Mills & Cawood, Inc., is the prime and will provide a narrative, preliminary site plan, boring locations, and specific project needs at 60.3% (\$199,000.00) of the contract value. There was a 10% CDBE goal placed on this project. The goal was met at 22.5%.

The following sub-consultants will provide additional services:

Chao & Associates, a Columbia Disadvantaged Business Enterprise (CDBE) of Columbia, SC will provide floodplain mitigation engineering and structural engineering at 16.7% (\$55,000.00) of the contract value.

Swgert & Associates, of Cayce, SC will provide mechanical engineering at 5.6% (\$18,500.00) of the contract value.

Belka Engineering Associates, of Columbia, SC will provide electrical engineering at 9.1% (\$30,000) of the contract value.

Rebecca M. Looney & Associates, a Columbia Disadvantaged Business Enterprise (CDBE) of Ballentine, SC will provide landscape architecture at 5.8% (\$19,000.00) of the contract value.

Matthiessen Cost Consultants, LLC, of Columbia, SC will provide cost estimating at 2.6% (\$8,500.00) of the contract value.



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27. Council is asked to approve a contract for Project WM3906; Water Main Construction along Sylvan Drive and Satchel Ford Road, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$1,707,460.43, which includes contingency. This firm is located in Lexington, SC. – *Approved*

Funding Source: Water and Sewer Capital Project Cost (5529999-WM3906-658650). The original budget is \$1,890,618.40.

This is a Mentor Protégé Program project. Stutts & Williams, LLC, a Local Business Enterprise and a Small Business Enterprise, is the Mentor and will be performing water line installation services at 40% (\$603,020.00) of the total contract value. Hammerhead Utilities, LLC is the Protégé and will be performing water line installation services at 20% (\$300,755.00) of the total contract value.

The following subcontractors/suppliers will be providing additional services/supplies on this contract:

Ferguson Waterworks of Elgin, SC will be providing materials for water line construction at 33% (\$500,000.00) of the total contract value.

Knight's Companies of Summerville, SC will be providing flowable fill and concrete at 7% (\$100,000.00) of the total contract value.

28. Council is asked to approve a Contract for Projects WM4403 and WM4404; Water Main Upgrades for Hollywood – Rose Hill Subdivision, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$2,589,785.00, which includes contingency. This firm is located in West Columbia, SC. – *Approved*

Funding Source: Water-Sewer Capital Project Cost (5529999-WM4403-WM4404-658650). The original budget amount for WM4403 was \$1,261,597.70 and the original budget amount for WM4404 was \$1,563,000.00. The total original budget amount is \$2,824,597.70.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. is the Mentor and will be performing water line installation services at 58% (\$1,354,350.00) of the total contract value. Carolina Tap & Bore, Inc. is a Local Business Enterprise. LG Utilities is the Protégé and will be performing water line installation services at 21% (\$500,000.00) of the total contract value. LG Utilities is a Local Business Enterprise and a Disadvantaged Business Enterprise (Woman) located in Columbia, SC.

The following subcontractor/supplier will be providing additional services/materials:

Fortiline Waterworks of Lexington, SC will be providing materials at 21% (\$500,000.00) of the total contract value.



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29. Council is asked to approve Change Order One for the Purchase of Polymer for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Polydyne, Inc. in the amount of \$100,000.00. This firm is located in Riceboro, GA. – *Approved*

Funding Source: Utilities Metro Wastewater Plt - Chemicals; (5516208-624800). The original budget amount is \$219,780.00.

30. Council is asked to approve the purchase of Purate Chemical for the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source, in the amount of \$217,282.50. This vendor is located in West Haven, Connecticut. – *Approved*

Funding Source: Utilities Lake Murray Water Plt-Chemicals (5516207-624800). The original budget amount is \$217,282.50.

31. Council is asked to approve the purchase of Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC., as a Sole Source, in the amount of \$849,204.00. This vendor is located in Wayne, PA. – *Approved*

Funding Source: Utilities Metro Wastewater Plt - Chemicals (5516208-624800). The original budget amount is \$751,872.00. The remainder of the purchase amount is \$97,332.00 and will come from Utilities Metro Wastewater Plt-Chemicals (5516208-624800).



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32. Council is asked to approve the purchase of Water and Wastewater Chemicals for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant, and Metro Wastewater Treatment Plant, as requested by the Columbia Water. Award to various vendors in the amount of \$ 5,190,101.00. – *Approved*

Funding Source: Utilities Columbia Canal WTP-Chemicals (5516206-624800); Utilities Lake Murray WTP-Chemicals (5516207-624800); Utilities Metro Wastewater Plt - Chemicals (5516208-624800). The original budget amount is \$5,699,345.00.

Columbia Canal Water Treatment Plant				
Vendor/Location	Description	Estimated Usage	Unit Price	Amount To Be Awarded
Cabot Purification Marshall, TX	Activated Carbon (Powdered)	200 Tons	\$1,600.00	\$320,000.00
JCI Jones Chemicals Sarasota, FL	Chlorine	341 Tons	\$519.00	\$176,979.00
Univar USA Inc. Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	190 Tons	\$360.00	\$68,400.00
Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia	60 Tons	\$1,440.00	\$86,400.00
Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate	1,461 Tons	\$299.00	\$436,839.00
Univar USA Inc. Downers Grove, IL	Sodium Hydroxide/Caustic	250 Tons	\$474.00	\$118,500.00
Polytec, Inc. Mooresville, NC	Liquid Lime (Calcium Hydroxide)	530 Tons	\$320.00	\$169,600.00
International Dioxide North Kingstown, RI	Sodium Chlorite	375 Tons	\$1,065.00	\$399,375.00
Carus, LLC Peru, IL	Blended Phosphate/ Corrosion Inhibitor	73 Tons	\$770.00	\$56,210.00
Polydyne, Inc. Riceboro, GA	Liquid Polymer	12 Tons	\$2,240.00	\$26,880.00
Total: \$1,859,183.00				



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Lake Murray Water Treatment Plant				
Vendor/Location	Description	Estimated Usage	Unit Price	Amount To Be Awarded
Cabot Purification Marshall, TX	Activated Carbon (Powdered)	175 Tons	\$1,600.00	\$280,000.00
JCI Jones Chemicals Sarasota, FL	Chlorine	320 Tons	\$519.00	\$166,080.00
Univar USA Inc. Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	200 Tons	\$360.00	\$72,000.00
Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia	47 Tons	\$1,440.00	\$67,680.00
Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate	1,802 Tons	\$299.00	\$538,798.00
Univar USA Inc. Downers Grove, IL	Sodium Hydroxide/Caustic	225 Tons	\$474.00	\$106,650.00
Polytec, Inc. Mooresville, NC	Liquid Lime (Calcium Hydroxide)	775 Tons	\$320.00	\$248,000.00
Carus, LLC Peru, IL	Blended Phosphate/Corrosion Inhibitor	156 Tons	\$770.00	\$120,120.00
Polydyne, Inc. Riceboro, GA	Liquid Polymer	13 Tons	\$2,240.00	\$29,120.00
Southern States Chemical, Inc. Savannah, GA	Liquid Sulfuric Acid 78%	321 Tons	\$200.00	\$64,200.00
Total:\$1,692,648.00				



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Metro Wastewater Treatment Plant				
Vendor/Location	Description	Estimated Usage	Unit Price	Amount To Be Awarded
JCI Jones Chemicals Sarasota, FL	Sodium Hypochlorite, 12%	555,000 Gallons	\$0.6000	\$333,000.00
JCI Jones Chemicals Sarasota, FL	Sodium Hypochlorite, 15%	555,000 Gallons	\$0.6340	\$351,870.00
Southern Ionics, Inc. West Point, MS	Sodium Bisulfite	2,450,000 Gallons	\$0.0920	\$225,400.00
Polydyne, Inc. Riceboro, GA	Liquid Polymer	650,000 Pounds	\$1.12	\$728,000.00
Total: \$1,638,270.00				

33. Ordinance No.: 2019-084 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 20, Special Fees and Taxes, Article IV, Electronic Payment Fees, Sec. 20-102 Fee(s) imposed – *First reading approval was given on October 15, 2019 - Approved on second reading.*
34. Resolution No.: R-2019-095 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Live on Boyd Plaza on Sunday, December 8, 2019 - *Approved*
35. Resolution No.: R-2019-103 Authorizing consumption of beer and wine only at First Thursdays on Main Street - *Approved*

PRESENTATIONS

36. Recognition of Ms. Colleen L. Foster as the November Employee of the Month - Mr. Aubrey Jenkins, Fire Chief.

Mr. Aubrey Jenkins, Fire Chief said Ms. Foster is the type of employee that every employer dreams of having. She is very diligent in everything that she does. She supports the city and the county and she wholly supports our department. She is the type of person who always has encouraging words for everybody that comes in her office. I am blessed to have her as my executive assistant and proud that she is an employee of the City of Columbia.



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Mayor Benjamin said thank you Ms. Foster and Chief for the nomination. He presented Ms. Colleen Foster with a plaque and Mr. Palen presented Ms. Foster with a token of appreciation for being selected as the City of Columbia November 2019 Employee of the month.

Mayor Benjamin welcomed the new Mayor of Irmo, Barry Walker. Mr. Walker has been a long time town councilman and trailblazer in the revitalization of Main Street, owning and running Max on Main for a number of years. It is really good to have you here Mr. Mayor.

Mr. Barry Walker, Town of Irmo Mayor-Elect said I wanted to introduce myself tonight has councilman Barry Walker from Irmo, but as of December 3, 2019 I will be Mayor Barry Walker. Tonight, I am building that relationship and opening the floodgate of cooperation between my little town of Irmo and your great city of Columbia.

Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer said we had two press releases for two appointments. Our Mayor Pro-Tem Devine was elected to the Board of Directors for the National League of Cities and two weeks ago, Mayor Benjamin was elected as Vice President of the Global Parliament of Mayors.

37. Columbia Empowerment Zone's Excellence in Economic Development Awards - Mr. Russell McCoy, Co-Chair of the Columbia Empowerment Zone Board and Ms. Felicia Maloney, Executive Director of the Columbia Empowerment Zone, Inc.

Ms. Felicia Maloney, Executive Director of the Columbia Empowerment Zone, Inc. said the Columbia Empowerment Zone received two Excellence in Economic Development awards this year. We received the bronze for neighborhood and retail development in the North Main corridor and we received silver for creative financing for affordable housing in the North Main corridor development. The International Economic Development Council Excellence in Economic Development Awards recognizes the world's best economic development programs and partnerships in the areas of marketing and the year's most influential leaders. In 2017, we won an award in partnership with our Public Relations Department for our marketing efforts.

Mayor Benjamin said thank you Felicia, Reggie, and Russ. The work CEZ has been doing has been amazing and a game changer for the City of Columbia. We look forward to continuing to partner with you in making the city great. Felicia, great work.



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Councilor Davis said it is appropriate for us to recognize the Columbia Empowerment Zone. There were only dozens around the country and the golden rule was that they would at some point be independent of the federal government. This zone is the last of two that is left in the country. If you drive up the North Main corridor, you will see the brand new historic building that is an investment in the area. That is what they do and they do a good job at it. They continue to add to the economy and the quality of life in the City of Columbia and we appreciate that.

38. Soda City Certified - Ms. Khali Gallman, Soda City Certified App Creator

Ms. Khali Gallman, Soda City Certified App Creator said I created the Soda City Certified app as a one stop shop to connect individuals with businesses and historical sites all over the city. People get paid for frequenting certain businesses and sites. Our major partner is Historic Columbia. The app is available now and the points system starts in January. Once people go to these places, restaurants, and sites they get points towards being Soda City certified. They can redeem these points at the end of the year and they get a Soda City Certified custom medallion. The top three people with the most points get \$500. There are also incentives within the app. We will have some deals with local partners and there is also a who's who component to connect people. City Hall is one of the venues. I checked in and got my 25 points and an extra 25 points because I added a picture of you all.

Councilor Devine said Khali is one of our millennials that worked for the city. She left Columbia as many young people do because they think they will find better things. They soon realize that Columbia is the best ever and they come back. Her idea is to promote local pride and encourage people to explore things within their own backyard. I think it is great and we will definitely help you promote it so people can see all the great things we have going on in Columbia.

ORDINANCES - SECOND READING

- 39. Ordinance No.: 2019-081 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street), Richland County TMS Numbers 09209-20-04 and 09209-20-03 - *First reading approval was given on October 15, 2019 – Approved on second reading.***

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2019-081 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street), Richland County TMS Numbers 09209-20-04 and 09209-20-03.



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ORDINANCES - FIRST READING

40. Ordinance No.: 2019-085 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71, Permit, indemnification and insurance requirements for work affecting streets or other public property to add (e) Outdoor dining encroachments - *Commercial Corridor Redevelopment Program action item – Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-085 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71, Permit, indemnification and insurance requirements for work affecting streets or other public property to add (e) Outdoor dining encroachments.

41. Ordinance No.: 2019-092 Granting an encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 1300 block of Bower Parkway adjacent to 350 Harbison Boulevard, 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, and 5300 Block of Forest Drive adjacent to 5340 Forest Drive for the installation and maintenance of bus Shelters, Lexington County TMS#002898-01-031, and Richland County TMS#11505-05-01 and 16706-04-09 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-092 Granting an encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 1300 block of Bower Parkway adjacent to 350 Harbison Boulevard, 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, and 5300 Block of Forest Drive adjacent to 5340 Forest Drive for the installation and maintenance of bus Shelters, Lexington County TMS#002898-01-031, and Richland County TMS#11505-05-01 and 16706-04-09.

42. Ordinance No.: 2019-093 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06, 11204-02-07 and 11204-02-42) - *Commercial Development Incentive Program – Approved on first reading.*



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Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2019-093 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06, 11204-02-07 and 11204-02-42). Voting aye were Mr. McDowell, Mr. Davis, Mr. Duvall, Ms. Devine, Mr. Rickenmann and Mayor Benjamin. Mr. Baddourah voted nay.

43. Ordinance No.: 2019-095 Authorizing the City Manager to sign a lease between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2019-095 Authorizing the City Manager to sign a lease between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane.

44. Ordinance No.: 2019-096 Authorizing the City Manager to execute an Eighth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-096 Authorizing the City Manager to execute an Eighth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC.

45. Ordinance No.: 2019-097 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (PDP Bull Street Apartments, LLC, portions of Richland County TMS #R09113-16-03 and TMS R11501-02-01) - *Commercial Development Incentive Program – Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2019-097 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (PDP Bull Street Apartments, LLC, portions of Richland County TMS #R09113-16-03 and TMS R11501-02-01). Voting aye were Mr. McDowell, Mr. Davis, Mr. Duvall, Ms. Devine, Mr. Rickenmann and Mayor Benjamin. Mr. Baddourah voted nay.



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Councilor Rickenmann asked to have the numbers cleaned up and clarified before second reading.

Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer said yes sir we will have that before next Tuesday's meeting.

46. Ordinance No.: 2019-098 amend Sec. 3-352 Definitions, Employer (Conviction-Wage History) – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-098 amend Sec. 3-352 Definitions, Employer (Conviction-Wage History).

47. Ordinance No.: 2019-099 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) Nuisances affecting public health – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-099 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) Nuisances affecting public health.

48. Ordinance No.: 2019-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02) - *Commercial Development Incentive Program – Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2019-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02).

Councilor Rickenmann said I want to make sure for the record that we clean up the document then get the numbers correct on this one as well, prior to second reading.



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49. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 118 Woodcreek Ridge Drive; TMS# 25716-02-03 – *Approved on first reading.*

Ordinance No.: 2019-090 Annexing 118 Woodcreek Ridge Drive, Richland County TMS# 25716-02-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County

Applicant: Cascata Development, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning APPROVE

PC Recommendation: 10/07/2019; Assign Interim Land Use and Interim Zoning Approval (7-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 118 Woodcreek Ridge Drive; TMS# 25716-02-03. Mayor Benjamin abstained from voting due to a potential conflict of interest.



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50. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28 – *Approved on first reading.*

Ordinance No.: 2019-088 Annexing 4.91 acres, Woodcreek Farms Road and 0.17 acres W/S Woodcreek Farms Road, Richland County TMS# 25800-03-47 and 25800-03-28 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4

Proposal: Request recommendation to annex, assign land use classification of Neighborhood Activity Corridor (AC-1) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: PD Limited, LLC and Woodcreek Development, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning APPROVE

PC Recommendation: 10/07/2019; Assign Interim Land Use and Interim Zoning Approval (7-0)

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28. Mayor Benjamin abstained from voting due to a potential conflict of interest.



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RESOLUTIONS

51. Resolution No.: R-2019-094 Adopting City of Columbia Outdoor Dining Encroachment Policy - *Commercial Corridor Redevelopment Program action item – Approved.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-094 Adopting City of Columbia Outdoor Dining Encroachment Policy.

52. Resolution No.: R-2019-096 Authorizing the City Manager to execute an Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative and Midland Carolina Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc. – *Approved*

Councilor Rickenmann asked if this calls for the City to begin negotiations of a franchise agreement with the providers. Do we know where we are on that before we begin voting?

Ms. Missy Gentry, Assistant City Manager for Development said we have not started those negotiations. Staff is looking at a list of what items we will talk about during negotiations.

Councilor Rickenmann said my concern is that we are authorizing the City Manager to agree to something we have not seen. I am not sure we should be voting on this at this time.

Ms. Missy Gentry, Assistant City Manager for Development said we are not agreeing to the negotiated franchise, we are agreeing to start negotiations. We are agreeing to the service map that Dominion and the electric co-ops have agreed upon.

Councilor Rickenmann said the resolution calls for the City Manager to execute the agreement concerning Electrical Service Rights between these agencies.

Ms. Missy Gentry, Assistant City Manager for Development said which is the attached service map. They have gone through the service area and divided the territories. Not only what already has power but the map of the entire area. As development occurs they already know which service provider will provide the power. We just need to consent to that. This is part of the requirement of Public Service Commission. We have until 2032, but Dominion and all the electric providers are being required to get their franchise agreements on the same cycle so they asked us to start negotiating the franchise.



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Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted [6 to 1] to approve Resolution No.: R-2019-096 Authorizing the City Manager to execute an Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative and Midland Carolina Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc.

53. Resolution No.: R-2019-097 Authorizing Condemnation for Easement Acquisition for Sanitary Sewer at 4112 West Beltline Boulevard and Brookland Circle to eliminate the Old Food Lion Pump Station; Richland County TMS #11613-13-03, n/f Landers Commercial, LLC; CIP Project #SS7323; CF#250-429 (Easement 5 of 11) – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2019-097 Authorizing Condemnation for Easement Acquisition for Sanitary Sewer at 4112 West Beltline Boulevard and Brookland Circle to eliminate the Old Food Lion Pump Station; Richland County TMS #11613-13-03, n/f Landers Commercial, LLC; CIP Project #SS7323; CF#250-429 (Easement 5 of 11).

Councilor Rickenmann asked if we have the other easements or are more coming?

Mr. Client Shealy, Assistant City Manager for Columbia Water said yes sir, this is the last outstanding easement for that particular project.

54. Resolution No.: R-2019-098 Authorizing Condemnation for Easement Acquisition for Harlem Heights Storm Drainage Improvements; CIP Project #SD8386; Richland County TMS#14203-14-41, n/f Thomas S. Odom; 1700 Broadland Avenue; Richland County TMS#11714-01-68, n/f Frank C. & Gloria L. Graham; 1700 Carousel Circle; and Richland County TMS#14203-14-38, Catherine Nesbitt; 1712 Broadland Avenue; CF#250-254 – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-098 Authorizing Condemnation for Easement Acquisition for Harlem Heights Storm Drainage Improvements; CIP Project #SD8386; Richland County TMS#14203-14-41, n/f Thomas S. Odom; 1700 Broadland Avenue; Richland County TMS#11714-01-68, n/f Frank C. & Gloria L. Graham; 1700 Carousel Circle; and Richland County TMS#14203-14-38, Catherine Nesbitt; 1712 Broadland Avenue; CF#250-254.



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55. Resolution No.: R-2019-099 Authorizing the City Manager to execute a Right of Entry between the City of Columbia and The River Alliance for access during surveying and design of Phase II of the Saluda Riverwalk – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-099 Authorizing the City Manager to execute a Right of Entry between the City of Columbia and The River Alliance for access during surveying and design of Phase II of the Saluda Riverwalk.

56. Resolution No.: R-2019-102 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and 112 at 2012 Harden Street for the Employee Health Center – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-102 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and 112 at 2012 Harden Street for the Employee Health Center.

57. Resolution No.: R-2019-105 Authorizing the City Manager to execute a Maintenance and Security Agreement between Richland County and the City of Columbia for Gills Creek Section A Greenway – *Deferred*

Councilor Rickenmann asked to hold this item. We don't have any maintenance numbers and I feel like we shouldn't be signing anything until we know exactly what our cost is. The numbers aren't part of these documents and they haven't been sent out to the public. We must have some type of estimate to understand what we are signing up for. Once again, we have a maintenance issue that affects our budget in the future ongoing. I think we need to make sure the public knows what we are committed to.

Mayor Benjamin recognized Councilman-Elect Will Brennan. Will, we are glad to have you here as well.



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APPOINTMENTS

58. Bicycle Pedestrian Advisory Committee

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Christina Galardi and the appointment of Emily Beasley, Susan Forrest, Zachary Pippin, and Barton Walrath to the Bicycle and Pedestrian Advisory Committee for a three-year term.

59. Central Midlands Council of Governments

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Councilman-Elect Will Brennan to the Central Midlands Council of Governments for a three-year term.

60. Climate Protection Action Committee – *Deferred*

61. Design Development Review Commission – *Deferred*

62. Municipal Election Commission

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of Professor Susan Kuo to the Municipal Election Commission for a six-year term.

63. Parks and Recreation Foundation – *Deferred*

64. Property Maintenance Board of Appeals

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Michael Magill and Joseph Terry to the Property Maintenance Board of Appeals for a three-year term.



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**COLUMBIA CITY COUNCIL MEETING MINUTES
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CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

65. Economic Development Partners Update - Mr. Ryan Coleman, Director of Economic Development

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted [5 to 2] to approve the Partner Agency Funding Proposal presented during the Work Session by Ryan Coleman, Director of Economic Development, without the Engenuity Budget and the incentive fund. Voting aye were Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. Rickenmann and Mr. Baddourah.

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted [5 to 2] to increase EngenuitySC's budget to \$32,500, which is half of the previously appropriated amount; to seek an amended agreement between the City's Economic Development Office and EngenuitySC with amended deliverables for the year; and to shift \$15,000 from the Economic Development Incentive Fund. Voting aye were Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. Rickenmann and Mr. Baddourah.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

66. Council is asked to refer a presentation on the history of Sherwood Forest and the Original Frog Town Community by Mrs. Sonya Hodges to the Arts and Historic Preservation Committee, as requested by The Honorable Moe Baddourah.

Upon a motion made by Mr. Baddourah and seconded by Mayor Benjamin, Council voted unanimously to approve a presentation on the history of Sherwood Forest and the Original Frog Town Community by Mrs. Sonya Hodges to the Arts and Historic Preservation Committee, as requested by The Honorable Moe Baddourah.

OTHER MATTERS

67. Council is asked to approve the Proposed Meeting Schedule for 2020. – *Deferred*

APPEARANCE OF THE PUBLIC

No one appeared at this time.



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Upon a motion by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to resume executive session to discuss the remaining items on the agenda.

Council entered into Executive Session at 7:09 p.m.

ADJOURNMENT

Council adjourned the meeting at 9:13 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 3, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council held a Work Session on Tuesday, December 3, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:11 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah arrived at 3:02 p.m. and The Honorable Edward H. McDowell, Jr. arrived at 3:06 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Stephen K. Benjamin offered the invocation.

CITY COUNCIL DISCUSSION

1. 2019 Federal Legislative Update - Mr. Ralph Garboushian, CapitalEdge, LLC

Mr. Ralph Garboushian, CapitalEdge, LLC provided a 2019 federal legislative update. In July 2019, President Trump and the Congressional leadership reached a two-year budget agreement. They agreed to waive the sequester for FY 2020 and FY 2021. Instead of deep cuts for FY 2020, we are going to see a 4.3% increase in non-defense discretionary spending. They also waived the debt limit until March 2021. We are looking at steep cuts once again to non-defense discretionary spending, which is the Community Development Block Grant, Justice Assistance Grant, Homeland Security Grant, Parks and Conservation Grant, and so on. Congress passed a continuing resolution to keep the federal government open until November 21st and they passed another one to keep the government open until December 21st. The House and the Senate Appropriations Committee have agreed on the top line number for non-defense and defense discretionary spending. The House and Senate Appropriations Committee announced that they have agreed on how to divide that top line. It is likely that some of the appropriation laws will become law before Christmas and for the rest they will have to pass a continuance until next year. This means that HUD can't put out CDBG allocations until Congress has enacted a final appropriations bill for HUD.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 3, 2019

There are a lot of tax provisions that have a sunset date on them and generally at the end of every year, Congress would take out the tax extenders package. Particularly for the City, the New Markets Tax Credit expires at the end of 2019. That is a valuable economic development tool and a good chunk of the City's census tracts are eligible for that economic development tool. That is something we want to see included in the extenders package. Also, a lot of alternative energy tax provisions are set to expire in the upcoming year. That will be part of the tax extenders package. The eligibility criteria for Opportunity Zones is the same for the New Markets Tax Credit, but the governor can only designate 25% of the eligible census tracts. Columbia has two designated census tracts. The IRS has been slow to roll out regulations for Opportunity Zones. The designations are good through 2027. There is already talk about an extension and possibly another round. The tax exemption for municipal bonds was not taken away. The final bill did eliminate the tax exemption for advanced refunding. There is legislation in the House to reinstate advanced refunding.

The biggest issue we will work on over the next year is reauthorization of the Federal Surface Transportation Programs. The FAST Act expires on September 30, 2020. We were able to increase the share of Surface Transportation Block Grant funds that are sub-allocated to urbanized areas. This will increase the funds that come down to Central Midlands Council of Governments. For Columbia, that meant going from \$10 million in FY 2015 to nearly \$14 million in FY 2018. The U.S. Conference of Mayors, National League of Cities, and National Association of Counties recently convened a meeting among themselves and with city representatives to develop a lobbying strategy and focus to grow the amount of money that is localized in the next highway and transit bill. This is important, because South Carolina's metro areas account for 90% of South Carolina's economy. The Columbia metro area accounts for 18.4% of South Carolina's economy. Of the \$723 million in federal highway funds that South Carolina received, only 5.8% was sub-allocated to urbanized areas. Your \$14million works out to about 1.6%. Your voice on this is going to be important over the next year. Another priority in that bill is maintaining a robust transit program and growing the Transportation Alternatives bill. The federal government spends over \$40 billion a year on highways and \$12 billion on transit. The bulk of the money goes out by formula to state DOTs and MPOs on the highway side and by formula to states and transit agencies on the transit side.

There are a few competitive discretionary grant programs including the Better Utilizing Investments to Leverage Development (BUILD) Transportation discretionary grant program. BUILD was funded at \$900 million last year. We are looking at \$1 billion for FY 2020. Last year, Congress told the Administration to split that between urban and rural. The average BUILD applicant applies three times before they receive a grant.



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Now, I am going to talk about local authority and regulation. On telecommunications, the FCC continues to mount an assault on local authority even while local governments are challenging them in court on small cell siting. They put out another proposed rule that would broaden the definition of what constitutes a colocation that cities must approve. The Administration has an aggressive deregulatory agenda. There is legislation in the House and Senate to make major changes to how disaster relief is implemented and managed. We are seeing an emerging theme on both sides of the aisle that local governments are barriers to affordable housing. Secretary Carson's opinion is that CDBG funds should be withheld from local governments that have planning and zoning [regulations] that are an impediment to affordable housing.

There was a brief discussion among Council regarding the need for livable wages, the rising cost of housing, taxing structures, incentives, NIMBY, and historic overlays.

Mr. Ralph Garboushian, CapitalEdge, LLC reported that the Energy Efficiency Conservation Block Grant (EECBG) is modeled on CDBG as direct funding to states, cities, and counties for a broad array of energy efficiency and conservation purposes. The City used its one-time allocation in FY 2009 to retrofit City buildings. The reauthorization of this program is another priority. We've been working on disaster assistance a lot. Your delegation secured another allocation of CDBG mitigation funds. The 2020 Census is ramping up. The Census Bureau is hiring people and setting up field offices. The more you can do between now and April, the better. You have control over your local complete count efforts.

Councilor Devine asked about the likelihood of the Second Chance Act passing. We passed Ban the Box and we want to make sure that as those conversations come, people know that we are interested in that as well.

Mr. Ralph Garboushian, CapitalEdge, LLC said apart from spending bills and things that must be done, not a lot will become law in this Congress. There is bipartisan support for improving and bolstering ex-offender services.

The members of Council thanked Ralph for the update.



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2. 2019 State Legislative Update - Mr. Kyle Michel, Esq., Michel Law Firm

Mr. Kyle Michel, Esq., Michel Law Firm provided a 2019 state legislative update. The Local Government Fund was resolved this year with legislation that changes how it is done each year with \$10 million being added this year. The City received \$3,064,713 this year and we worked with Representative Rutherford to secure \$500,000 to extend the Vista Trail toward Earlewood. With the help of Senator Harpootlian, we were awarded \$400,000 for railroad crossing safety projects in the City.

Mayor Benjamin asked how much the greenway cost per mile.

Councilor Devine said he committed to helping us extend the trail to North Main. We need to stay on him to get more.

Councilor Rickenmann said the center of state government is here and we need to figure out how to get more for infrastructure. We need a plan for going to the legislature with projects.

Mr. Kyle Michel, Esq., Michel Law Firm said a law passed that sets the Local Government Fund and it will go up or down depending on the projected state budget. This year, it will go up by 5%. They put another 1% in the Pension Plan Budget Reimbursement. We have been working for years to get DOT to pay for the relocation of utility lines on DOT projects so we didn't have to pay that cost. It has a sunset of July 2026. Up to 4% of state funds will be available to pay for the relocation of our water and sewer utilities. This is a big win for Columbia Water. After the tragedy in Five Points, the Ridesharing Safety Act was passed with support from the City and others. We supported an increase in Community Development Tax Credits and it was increased from \$1 million to \$3 million and a 33% tax credit to a 50% tax credit for donations to certified community development organizations in the state.

There was a change to the Textile Communities Revitalization Act, but it did not affect anything in the City of Columbia. They continue to tweak that law. The Animal Control and Shelters Bill is a culmination from years of work on animal shelter rules. They did not include tethering or animal shelters standards language. The Columbia Animal Shelter led by Marli Drum and other animal shelters around the state have been in a long discussion/battle/negotiation with private providers to reach this bill. This year, the bill was passed by the House and Senate and signed by the Governor. The Audit of Emergency Telephone System Fund and Statewide 911 System Bill passed. It tightens up the oversight of the local government 911 operations.



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The Business License Tax legislation is pending and it will have the biggest negative impact on the City. It was put forward by the State Chamber of Commerce and a number of other groups. If your business is not located in the City of Columbia, you could get a business license as a foreign business permitted to be in the City and your license would be \$100.

Councilor Duvall said we need to start addressing this issue, because the Municipal Association's portal is operational now and more businesses are using the portal. By having the cities adopt the model ordinance voluntarily, we can pre-empt this state attempt to take away our business license authority. We need to put that on our agenda.

Mr. Kyle Michel, Esq., Michel Law Firm said the Municipal Housing Authority State of Emergency bill came from the incident at Allen Benedict Court. Senator Jackson got it passed in the Senate and now it is in the House. Senator Jackson was resolute about passing a bill that would provide better processes if this were to happen again in the future. The Tort Claims Act was a strong charge by a number of senators coming into this last year. There was a bill that would make the caps unlimited for torts. Today, it is \$300,000 and \$500,000 per incident. The only bill that passed the Senate, was one that raises the limits to \$600,000 and \$1 million.

We hope that the Accommodations and Hospitality Tax Revenue bill will help with repairs at the Canal. It was initiated by coastal interests and would allow the use of some hospitality tax revenue for mitigation of flooding and the effects of flooding. The language allows us to use it for repair of flood damaged facilities. We will try to make that more explicit. The Municipal Tax Relief Act has been filed for a couple of years. It would allow municipalities to put a one cent sales tax onto the sales tax and a minimum of 20% would have to go to the rollback of taxes. If this passes, the City of Spartanburg intends to add a penny and make all of the money apply to 6% property to rollback business property taxes.

Councilor Duvall asked if that is constitutional. You have to treat all classes equally.

Councilor Rickenmann said it is a single class, which would help with affordable housing. The problem is that you are taking it from one pocket and adding it to another. In Columbia, where you have 52% rentals, you are hurting the individual.

Mr. Kyle Michel, Esq., Michel Law Firm said the City would have the option. The impetus for the bill comes out of Horry County where the City of Myrtle Beach wants to tax the tourists to be able to take care of their capital projects. The Annexation bill continues to be strongly opposed by the County Association.



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The Community Charge bill would allow the City to impose a community charge on nonprofits with more than \$1 billion. The opposite of that is a bill that would have allowed a property tax exemption for privately owned properties as long as they are carrying out the functions of a public university or a public body. We quickly jumped into action with that and I don't think it will see a committee hearing. Over at the University of South Carolina, they want to have some of their private sector partners own and develop property that would be utilized by the University, but it would be owned by the private sector partner. They want that private sector partner to not have to pay.

The Municipal Court Reporting bill came out of the Emmanuel Church tragedy and it has to do with the faster reporting of crimes. Senator Kimpson doesn't want the bill without gun control provisions and too many on the other side of the aisle don't want gun control in the bill. We've tried to make these provisions in the bill something that our Municipal Court system could comply with if the bill passes. We are not advocating for or against the bill.

The Mental Health Patient Transport bill came out of a tragedy in Marion County. It requires law enforcement officers to have training if they are going to drive a mental health patient transport van. We will continue to work on the bill so that it has the least amount of negative impact on our Police Department as possible.

The Childcare Facilities bill is an attempt to bring more childcare facilities under DHEC regulations. It captures the summer programs operated at City of Columbia parks. It continues to have problems passing and we want our concerns addressed in case it passes.

The Small Wireless Facilities Deployment Act bill gives a balance between the need to install new equipment and the City's need to be able to protect certain properties from having small wireless facilities attached to them. The bill has opposition from some other cities.

Mayor Benjamin said the questions have been about whether or not local governments have the ability to monetize right away, the aesthetics, security, and safety issues.

Mr. Kyle Michel, Esq., Michel Law Firm said we went through a very good process to reach a compromise on both sides. The Power of County Sheriff bill was pushed by Senator Harpootlian in an effort to get the Richland County Sheriff to go into Five Points to enforce alcohol laws. It is largely non-controversial.



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I don't know how much the Vaping bill will go forward now, with all of the controversy around the healthcare aspects of vaping. They added a provision that would allow our ordinance to stand.

The Cannot Deny License Because of a Prior Criminal Conviction bill is a part of criminal justice reform. He presented the 2020 State Legislative Priorities.

There was a consensus of Council to oppose the passage of tort claims legislation.

Mayor Benjamin asked that we discuss the annexation bill with the County and the County Sheriff Powers bill with Chief Holbrook.

Mr. Kyle Michel, Esq., Michel Law Firm said we are against the Vaping bill. With the hiring of the new executive director, MASC may not have any public priorities this year. We will monitor these other bills for any negative effects or possible positive impacts on the City. In terms of marching orders, we will take out the tort claims.

Councilor Rickenmann said we should have a discussion about what we want from the legislature this year. These are broad and there are some specific things we would like to see. It would be worth us working together to provide something for our representatives.

Councilor Devine said this is reactionary to what is already pending. There might be things like addressing our taxing structure that we may need to push. What's the status of something that would pre-empt local governments ability to pass plastic bag bans?

Mr. Kyle Michel, Esq., Michel Law Firm said the ban on bans is a response from the plastic bag industry to municipalities along the coast banning single-use plastic bags. The legislation was pushed last year, but it did not get out of the Senate. It was put up as a budget proviso as a one-year ban on bags. It was roundly defeated in the Senate.

Councilor Devine said we need to monitor that, because there have been discussions among City Council and County Council about doing a similar ban. Recently, Marvin Pendarvis proposed the Malls Revitalization Act. Can we monitor that? He also put one out on affordable housing and we should monitor that as well.

Ms. Teresa Wilson, City Manager said we already sent the letter endorsing any hate crime legislation.



We Are Columbia

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Councilor Duvall said everybody needs to put the City's February 25, 2020 Legislative Reception on their calendar. We all need to be there and politic on two or three of these issues.

Councilor Rickenmann said we have to focus on what we need. I suggest that we huddle up and we all focus on the same things.

Ms. Teresa Wilson, City Manager said staff has done a great job of putting up big boards on the specific asks. We need to make sure you all have identified which ones you will cover.

Councilor Devine said there is no time for discussion during the reception. We need a meeting where we have the opportunity to discuss our priorities and the reasons. They don't always understand our challenges. Speaking with the group as a concerted effort would be helpful.

Mayor Benjamin said we have been meeting with most of the delegation and it went very well. It would be helpful to do that while they are in session.

Councilor Davis said we can invite members of the delegation with particular interests to our committee meetings, as well. They can hear us go through the issue with citizens, too.

Mr. William "Skip" Holbrook, Police Chief said the proposed transport bill has a huge impact on the municipalities' capacity to deliver core services to citizens. As written, it is a major drain on resources. Mental Health has a police department and they don't participate in any transports. It is an unfair burden.

Ms. Teresa Wilson, City Manager said it should be opposed as written. Kyle and Whanna, we will get together to streamline this. You all could send us anything else that you want specifically. We will look at options for briefing the delegation. We talk about every year and with Ms. Devine's leadership role with the NLC, I don't know if that is something Council remains interested in doing in March or at another time. Ralph and Deborah, can you suggest some dates that we could float with Council?

Councilor Rickenmann said we need to go when everybody else is not there.

Councilor Devine said when they are in the district, we should have an opportunity to bring them to things we are having, just to reiterate the good things that we are doing with our federal funding.



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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:56 p.m. for the discussion of **Items 3** through **7**, subject to removing the discussion of external auditors from **Item 4**.

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

Constan Carwash

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

*External-Auditors
Legal Update 2019*

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

*Finlay Park
2221 Devine Street*

6. 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)

Farrow Road Opportunity

7. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

*Development Corporations
City Manager and City Attorney Evaluations*



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 3, 2019

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, December 3, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:09 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Pro-Tempore Tameika Isaac Devine was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Students from the Center for Inquiry led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the adoption of the agenda.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

CONSENT AGENDA ITEMS 8 THROUGH 17

Upon a single motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 8 through 17**.

8. Council is asked to approve the purchase of Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone OnDemand, Inc. in the amount of \$60,415.22. This firm is located in Santa Monica, CA. – *Approved*



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Funding Source: Program Management Office - Software Licenses (6218950-627510). The original budget amount is \$70,000.00.

9. Council is asked to approve the purchase of a 2020 Isuzu NRR 19,500 Gross Vehicle Weight Rating Chassis with 18' Landscaper Body, as requested by Columbia Water. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract in the amount of \$66,287.00. This vendor is located in Watsonville, CA. – *Approved*

Funding Source: Utilities Wastewater Management - Auto Trucks, Heavy Equipment Capital (5516205-658500). The original budget amount is \$66,287.00.

10. Council is asked to approve an Engineering Agreement for Project WM4484; Water Valve and Hydrant Survey, as requested by Columbia Water. Award to Chao and Associates, a Local Business Enterprise, in the amount of \$759,761.71. This firm is located in Columbia, SC. – *Approved*

Funding Source: 5516203-WM4484-638200. The original budget amount is \$500,000.00. Remaining funding will be allocated through the 2020-2021 O&M budget.

11. Ordinance No.: 2019-085 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Contractors, Sec. 11-71, Permit, indemnification and insurance requirements for work affecting streets or other public property to add (e) Outdoor dining encroachments - *Commercial Corridor Redevelopment Program action item - First reading approval was given on November 25, 2019 – Approved on second reading.*
 12. Ordinance No.: 2019-092 Granting an encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 1300 block of Bower Parkway adjacent to 350 Harbison Boulevard, 2300 block of Elmwood Avenue adjacent to 2325 Elmwood Avenue, and 5300 Block of Forest Drive adjacent to 5340 Forest Drive for the installation and maintenance of bus Shelters, Lexington County TMS#002898-01-031, and Richland County TMS#11505-05-01 and 16706-04-09 - *First reading approval was given on November 25, 2019 - Approved on second reading.*
 13. Ordinance No.: 2019-095 Authorizing the City Manager to sign a lease between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane - *First reading approval was given on November 25, 2019 - Approved on second reading.*
-



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14. Ordinance No.: 2019-096 Authorizing the City Manager to execute an Eighth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC - *First reading approval was given on November 25, 2019 - Approved on second reading.*
15. Ordinance No.: 2019-098 amend Sec. 3-352 Definitions, Employer (Conviction-Wage History) - *First reading approval was given on November 25, 2019 - Approved on second reading.*
16. Ordinance No.: 2019-099 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance - Definitions (b) Nuisances affecting public health - *First reading approval was given on November 25, 2019 - Approved on second reading.*
17. Resolution No.: R-2019-100 Authorizing consumption of beer and wine only at the Sola Station and Canal Side Sign Lighting Party at Canalside on Thursday, December 5, 2019 with a rain contingency date of Friday, December 6, 2019 - *Approved*

PRESENTATIONS

18. Support for the Representation of Women in Downtown Street Names, Markers, and Memorials - Dr. Chris Hass, Center for Inquiry

Mayor Benjamin said I was invited last year to discuss this issue with the children. It was the most compelling presentation that I have heard with a clear acknowledgement that we have never given women their due in helping build this incredible country, city, and state.

Little Miss Maya Samsonov-Segal, Center for Inquiry student said Columbia has only one street named after a woman. Lady Street is named after Martha Washington, but there are many others named after men. This is unfair because women deserve to be represented for what they've done as well. About 50% of people who live in Columbia are female but only 4% of the street names and landmarks are named for women. The other 96% are named after men. Our hope is that you will consider this when naming new streets or creating new landmarks.



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Little Miss Raleigh Green, Center for Inquiry student said we are going to share some women and some of the things they've done. One of them is Dr. Matilda Arabelle Evans. Dr. Evans graduated from the Women's Medical College of Pennsylvania in 1897. She is the first African American woman licensed to practice medicine in South Carolina. Nimrata Haley also known as Nikki Haley is an American diplomat, businesswoman, author, and politician who served as the United States Ambassador to the United Nations from January 2017 to December 2018. Niki Haley served in South Carolina as a state representative from 2005 to 2011 and as it's governor from 2001 to 2017. She is the first woman to become governor in South Carolina.

Little Miss Tiffany Irizarry, Center for Inquiry student said I will be sharing some women who should have streets named after them. Marian Wright Eldelman was the first black woman to [be admitted to the Mississippi bar].

Little Miss Kiersten Wright, Center for Inquiry student said this is important, because women should be recognized for the important things they've done just as much as men are. It's not just street signs and landmarks. In our class, we looked at the social studies history book that teaches us about South Carolina's history. We found that mostly white men get recognized for what they've done. Women and people of color are hardly in there. Our City needs to work harder to recognize the effort and accomplishments of everyone.

Mayor Benjamin said we've had some wonderful discussions at the City amongst staff and some of our community leaders that your students have served as the impetus of and expect that we will have some major announcements in the not too distant future because of it. We will make sure that you all are fully looped in and will participate.

Dr. Chris Hass, Center for Inquiry said we learned about a lot of women who deserve recognition as well. We had to go out of our way to learn those histories, because they aren't readily available to us. We are proud of the efforts the City of Columbia has taken to start addressing this, but we also know it is not far enough.

Mayor Benjamin said we work to support the City of Women and ColumbiaSC 63 financially. You can walk Main Street and look at the history of the Civil Rights movement in this state and the work of women like Sarah Mae Fleming. We've had amazing women help build this city from the very birth of the city in 1786. We look forward to taking on the challenge of these young people and making the overall goal of inclusion right for all of us prospectively.



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19. The Hunger Project - Dr. Tamara L. Burk, Director and Ms. Lauren Fleming, M.A., Program Manager / Center for Leadership & Social Change

Dr. Tamara L. Burk, Director of the Center for Leadership & Social Change at Columbia College said a few months ago we presented the idea of packaging 30,000 meals for our family in 29203. We had over 100 donors and donations ranging from \$5 to \$2,500. We raised all the money and spent it locally. Over 300 volunteers came to our campus and it was a wonderful event.

Ms. Lauren Fleming, M.A., Program Manager of the Center for Leadership & Social Change at Columbia College said on August 24th, we packaged 30,230 meals. Some were earmarked for local grassroots initiatives in 29203. The remainder of the packages went to the Richland One social work program for families along with a recipe card made by a chef in 29203. We want to show you a cool video of what happened that day.

Mayor Benjamin said Dr. Burk, the work that you've done at Columbia College and in North Columbia, has been transformational. We had a meeting with Joel Berg, CEO of Hunger Free America on utilizing the opposition as an early primary state to try and elevate the discussion around hunger and solid policy proposals. We want to make sure we loop you in. Lauren, you are beyond your years as a student. It has been awesome watching you grow into a dynamic young professional.

ORDINANCES - SECOND READING

20. Ordinance No.: 2019-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02) - *Commercial Development Incentive Program - First reading approval was given on November 25, 2019 – Approved on second reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted [6 to 1] to give second reading approval to Ordinance No.: 2019-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Hospitality, LLC, portion of Richland County TMS #08912-13-02). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Baddourah voted nay.



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**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

21. Ordinance No.: 2019-093 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06, 11204-02-07 and 11204-02-42) - *Commercial Development Incentive Program* - *First reading approval was given on November 25, 2019 – Approved on second reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted [6 to 1] to give second reading approval to Ordinance No.: 2019-093 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06, 11204-02-07 and 11204-02-42). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Baddourah voted nay.

22. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28 - *First reading approval was given on November 25, 2019 – Approved on second reading.*

Ordinance No.: 2019-088 Annexing 4.91 acres, Woodcreek Farms Road and 0.17 acres W/S Woodcreek Farms Road, Richland County TMS# 25800-03-47 and 25800-03-28 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015- *First reading approval was given on November 25, 2019 – Approved on second reading.*

Council District: 4

Proposal: Request recommendation to annex, assign land use classification of Neighborhood Activity Corridor (AC-1) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: PD Limited, LLC and Woodcreek Development, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning APPROVE

PC Recommendation: 10/07/2019; Assign Interim Land Use and Interim Zoning Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28 **and** Ordinance No.: 2019-088 Annexing 4.91 acres, Woodcreek Farms Road and 0.17 acres W/S Woodcreek Farms Road, Richland County TMS# 25800-03-47 and 25800-03-28 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting due to a potential conflict of interest.

23. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 118 Woodcreek Ridge Drive; TMS# 25716-02-03 - *First reading approval was given on November 25, 2019 – Approved on second reading.*

Ordinance No.: 2019-090 Annexing 118 Woodcreek Ridge Drive, Richland County TMS# 25716-02-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on November 25, 2019 – Approved on second reading.*

Council District:

4

Proposal:

Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County

Applicant:

Cascata Development, LLC

Staff Recommendation:

Annex, Assign Interim Land Use and Interim Zoning
APPROVE

PC Recommendation:

10/07/2019; Assign Interim Land Use and Interim
Zoning Approval (7-0)

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 118 Woodcreek Ridge Drive; TMS# 25716-02-03 **and** Ordinance No.: 2019-090 Annexing 118 Woodcreek Ridge Drive, Richland County TMS# 25716-02-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting due to a potential conflict of interest.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

ORDINANCES - FIRST READING

24. Ordinance No.: 2019-103 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-65 & CF#288-11 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-103 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-65 & CF#288-11.

25. Ordinance No.: 2019-104 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2019-104 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

26. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 2.69 acres NW/S Clemson Road; TMS# 25705-07-36 – *Approved on first reading.*

Ordinance No.: 2019-100 Annexing 2.69 acres NW/S Clemson Road, Richland County TMS #25705-07-36 – *Approved on first reading.*

Council District:	4
Proposal:	Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.
Applicant:	Gallion Group, Inc.
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning APPROVE
PC Recommendation:	11/04/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (6-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 2.69 acres NW/S Clemson Road; TMS# 25705-07-36 **and** Ordinance No.: 2019-100 Annexing 2.69 acres NW/S Clemson Road, Richland County TMS #25705-07-36.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

27. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 8550 Farrow Road; TMS# 17104-05-01 – *Approved on first reading.*

Ordinance No.: 2019-101 Annexing 8550 Farrow Road, Richland County TMS #17104-05-01 – *Approved on first reading.*

Council District:	1
Proposal:	Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned Light Industrial (M-1) by Richland County.
Applicant:	Pantry Express, LLC
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning APPROVE
PC Recommendation:	11/04/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (6-0)

Upon a motion made by Mr. Davis and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 8550 Farrow Road; TMS# 17104-05-01 **and** Ordinance No.: 2019-101 Annexing 8550 Farrow Road, Richland County TMS #17104-05-01.

28. Ordinance No.: 2019-097 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (B-6 Benet Horger, LLC, portions of Richland County TMS #R09113-16-03 and TMS R11501-02-01) - *Commercial Development Incentive Program - First reading approval was given on December 3, 2019. – Approved on first reading as amended.*

Councilor Rickenmann said this isn't listed correctly. It was presented and passed first as the PD Bull Street Apartments, LLC. The tax maps and everything matches, but it is not the name we had on the original agenda nor has it been on any of the documents that passed through.

Ms. Kay Hampton, Deputy Director of Economic Development said it is a change in name requested by the developer. Everything else is the same. The owners are still the same.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

Councilor Rickenmann asked if we have confirmation that this is the same ownership group and everything. That LLC name pops up multiple times.

Ms. Teresa Wilson, City Manager said we should have caught that. The staff has confirmed that it is the same.

Mayor Benjamin said we are taking first reading now and we want that confirmation articulated and written by their counsel as well.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted [6 to 1] to give first reading approval to amended Ordinance No.: 2019-097 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (B-6 Benet Horger LLC, portions of Richland County TMS #R09113-16-03 and TMS R11501-02-01). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Baddourah voted nay.

RESOLUTIONS

29. Resolution No.: R-2019-104 Authorizing acceptance and dedication of that portion of a street known as Germany Street from Barhamville Road (S40-224) to the existing City portion of Germany Street at Waites Road, located in the Edgewood neighborhood of the City of Columbia; Richland County TMS#11512-01-31, n/f Richland County School District One; CF#250-436 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2019-104 Authorizing acceptance and dedication of that portion of a street known as Germany Street from Barhamville Road (S40-224) to the existing City portion of Germany Street at Waites Road, located in the Edgewood neighborhood of the City of Columbia; Richland County TMS#11512-01-31, n/f Richland County School District One; CF#250-436.

30. Resolution No.: R-2019-105 Authorizing the City Manager to execute a Maintenance and Security Agreement between Richland County and the City of Columbia for Gills Creek Section A Greenway – *Approved*

Councilor Rickenmann asked if we've identified the funding source. They provided the budget. Is it general fund money?



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 3, 2019

Ms. Teresa Wilson, City Manager said yes.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-105 Authorizing the City Manager to execute a Maintenance and Security Agreement between Richland County and the City of Columbia for Gills Creek Section A Greenway.

OTHER MATTERS

31. Council is asked to approve a request for funding from Experience Columbia, as requested by The Honorable Mayor Stephen K. Benjamin.

Mayor Benjamin said we made an obligation five years ago to fund the Watch Tower event prospectively for five years. We are not obligated for the last two years. Watch Tower is \$50,000. The annual contribution to the Miss South Carolina Pageant is for \$25,000. The first time the NAACP hosted their convention here in 20 years, post-boycott left us with a liability of \$49,800. The motion is to appropriate surplus hospitality tax funding in those respective amounts.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to appropriate surplus Hospitality Tax funding in the amounts of \$50,000 for Watchtower, \$25,000 for the Miss South Carolina Pageant 2019, and \$49,800 for the NAACP Regional Convention hosted in April 2019, totaling \$124,800. All approved items will require the submission of receipts and eligible expenditures prior to funding being distributed.

32. Council is asked to approve the Proposed Meeting Schedule for 2020.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve the Proposed Meeting Schedule for 2020 as amended to remove July 7, 2020 from the meeting schedule.

APPOINTMENTS

33. Climate Protection Action Committee

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Ms. Gretchen Lambert and Mr. Marty White to the Climate Protection Action Committee for a three-year term.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

34. Design Development Review Commission

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to approve the appointment of Mr. Sanford Dinkins to the planner position on the Design Development Review Commission for a term of three years and defer consideration of the remaining vacancy.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 6:50 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpemmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 8
 Date: 11/1/2019

PU-7: Flex Fuel, Crew Cab, 3/4 Ton Pickup, Approx 6.25ft. Body/Box, Single Rear Wheel, 4x2/4x4

Contract Number: **4400022492**

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 11/1/2019 10/31/2020

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD TBD

Vendor #: 7000079092

Order Cutoff Date: **TBD**

Contact: David Vetter

Model: **Ford F250 W2A**

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE \$26,927.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 Package (State Standard Spec)	\$3,316.00
Auxiliary Power Connection (Standard State Spec)	\$160.00
Auxiliary Power Outlet	Standard
Bluetooth/Hand Free Calling	Standard
From Short Bed to Long Bed (8ft)	\$194.00
Positive Traction/Limited Slip Rearend	\$391.00
Privacy Glass (State Standard Spec)	\$91.00
Bedliner - Spray-In	\$450.00
Winch-State Standard Spec	\$2,162.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$970.00
Deduct from All-terrain to All-Season/Street Tires	\$130.00

Only available when 4x4 Option is selected

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

[Return to Index](#)

	VIC BAILEY FORD		
	David Vetter 864.585.3600 or 800.922.1365		
	2020 FORD F250		
	PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body		
	Contract #: 4400022492		
	Standard Equipment Included:		
	6.2L V-8 Engine	Power Steering	
	Automatic Transmission	Power Brakes	
	A/C	Power Windows and Door Locks	
	AM/ FM Radio	Vinyl 40/20/40 Bench Seat	
	160" Wheel Base 6.75' Bed	Heavy Duty Vinyl Floor	
	Cruise Control		
	SC STATE CONTRACT PRICE:		\$26,927.00
18B	Factory Installed Cab Steps (Super Cab and Crew Cab)		\$445.00
	IMF (Sales Tax)		\$500.00
	TOTAL SC STATE CONTRACT PRICE:		\$27,872.00
	TOTAL SC STATE CONTRACT PRICE 2-EACH:		\$55,744.00
	ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:		
	Chassis Model w/ 56" Cab-to-Axle - Available on 8' Pick Up Bed Models Only		\$100.00
	Vendor Coordination Fee - When Combining Utility Bed on Purchase Order		\$400.00
	Vendor Coordination Fee - When Drop Shipped to Another Vendor Outside of S.C.		\$800.00
	F250 Crew Cab 4x2 8' Bed		\$194.00
	F250 Crew Cab 4x4 6.75' Bed		\$3,316.00
	F250 Crew Cab 4x4 8' Bed		\$3,527.00
	F350 Crew Cab 4x2 6.75' Bed Single Rear Wheel		To Be Provided
	F350 Crew Cab 4x2 8' Bed Single Rear Wheel		To Be Provided
	F350 Crew Cab 4x4 6.75' Bed Single Rear Wheel		To Be Provided
	F350 Crew Cab 4x4 8' Bed Single Rear Wheel		To Be Provided
	XLT Upgrade for Crew Cab Models		To Be Provided
99T	6.7L Diesel Engine		\$10,506.00
X3E	3.73 Limited Slip Rear Axle (Gas Engine Only)		\$391.00
X4M	4.30 Limited Slip Rear Axle (Gas Engine Only)		\$391.00
X3H	3.31 Limited Slip Rear Axle (Diesel Engine Only)		\$391.00
TBM	LT245/75R17 All Terrain Tires		\$168.00
TCD	LT265/70R17 All Terrain Tires		\$461.00
18B	Factory Installed Cab Steps (Super Cab and Crew Cab)		\$445.00
592	Roof Clearance Lights		\$81.00
41H	Engine Block Heater		\$76.00
17X	FX4 4x4 Off Road Package -Requires Limited Slip and All Terrain Tires		\$300.00
66S	Upfitter Switches (Diesel Engine Requires Dual Alternators or 200 Amp Alternator Upgrade)		\$168.00
76R	Reverse Vehicle Aid Sensor		\$248.00
871	Rear View Camera System - Pick Up Bed Models		Included
41P	Skid Plate Package (4x4 Only)		\$103.00
67E	Extra Heavy Duty Alternator (Gas Engines Only)		\$87.00
473	Snow Plow Package		\$87.00
525	Delete Cruise Control w/ Tilt Steering		-\$188.00
67H	Heavy Service Suspension Package		\$127.00
	Trailer Tow Package w/ Class V Hitch		\$26.00
52B	Tow Command Integrated Trailer Brake Controller		\$274.00
62R	Transmission Power Take-Off (Available w/ Diesel Engine Only)		\$283.00

85G	Tailgate Step			\$38	10.b
85B	Stowable Bed Extender			\$255.00	
86#	Engine Idle Shutdown (Diesel Engine Only - Specify 5, 10, 15 or 20 Minutes)			\$255.00	
98R	Operator Commanded Regeneration (Diesel Engine Only)			\$255.00	
61N	Wheel Well Liner - Front			\$182.00	
61M	Wheel Well Liner - Rear			\$182.00	
61N	Wheel Well Liner - Front and Rear			\$326.00	
76S	Remote Start			\$198.00	
535	Max Trailer Tow Package (Requires Diesel Engine)			\$115.00	
61S/	Front and Rear Splash Guards			\$131.00	
43C	110V/400W Outlet			\$76.00	
86M	Dual Batteries (Gas Engine Only)			\$213.00	
52R	Stowable Bed Ramps			\$704.00	
67B	Dual Extra Heavy Duty Alternator (Diesel Engine Only)			\$116.00	
924/	Privacy Glass			\$91.00	
18A	Upfitter Interface Module			\$300.00	
585	SYNC - Handsfree Voice Communication (Includes AM/FM w/ MP3 Player)			\$558.00	
15J	Gooseneck Hitch Kit			\$630.00	
15L	5th Wheel Hitch Kit - 18000lbs			\$1,484.00	
15W	Gooseneck/5th Wheel Prep Kit			\$376.00	
76C	Exterior Back Up Alarm/Chime			\$141.00	
90L	Delete Power Equipment Group (Regular Cab & Super Cab Models Only)			-\$728.00	
17F	XL Décor Group			\$224.00	
96V	XL Value Package			\$730.00	
942	Daytime Running Lights			\$46.00	
17S	STX Appearance Package			\$1,711.00	
	Seating Options - XL Package - Crew Cab Models:				
AS	Vinyl 40/20/40 Bench Seat			Standard	
LS	Vinyl 40/Mini-Console/40 Seats			\$360.00	
1S	Cloth 40/20/40 Bench Seat			\$318.00	
4S	Cloth 40/Mini-Console/Cloth 40 Front Seat			\$622.00	
	Seating Options - XLT Package - Crew Cab Models:				
3S	Cloth 40/20/40 Bench Seat			Standard	
2S	Cloth 40/Console/Cloth 40 Front Seat			\$956.00	
	After Market Installed Options:				
	Bedliner (Drop-In)			\$259.00	
	Bedliner (Spray-In)			\$450.00	
	Bed Mat			\$195.00	
	Fiberglass Camper Top w/ Side and Rear Door Glass			\$1,850.00	
	Fiberglass Bed Cover (Tonneau Cover)			\$1,450.00	
	Warn 12000lb Winch & Black Grill Guard			\$2,162.00	
	Warn Brush Guard for Winch			\$400.00	
	2" Ball, Receiver Tube and Pin for Frame Mounted Hitch			\$45.00	
	3 - Ball Hitch			\$125.00	
	Combo Ball and Pintle Hook			\$165.00	
	Adrian Single Lid Cross Box			\$695.00	
	Adrian Cross Box & Side Mounted Tool Boxes			\$1,985.00	
	4-Corner Flashing Strobe System (LED Lights)			\$595.00	
	LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes			\$925.00	
	Decals and Markings			Call for Pricing	
	Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)			\$1,150.00	
	FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)			\$95.00	
	1000lb Tommy Gate Installed			\$2,495.00	
	1300lb Tommy Gate Installed			\$2,695.00	

(Deduct)

(Deduct)

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # GS-09162019-G-1-JG
 Date: 11/25/2019
 Phone # 803-600-7318
 Fax#
 PRICING:

Personal Contact: Martin Golston

City of Columbia
 SCDOT Contract Number #4400018037

Furnish and deliver 26'X 96" Warren Full Frame Dump Trailer Model # WRDT-SS to include.

Floor - 3/16" Hardox AR-450 with dirt shedding plates installed inside body at floor.

Sides - 3/16" Hardox AR-450 steel, 48" high with 1-vertical side brace and no side boards.

Tailgate - Straight 3/16" Hardox AR-450 steel with side swing to curb side (no slope).

King Pin Setting - 2" King pin set at 15".

Tires and Wheels - 11R22.5LR G, hub piloted steel disc wheels 22.5 X 8.25.

Suspension - 50K Rated single point.

Landing Gear - 2-Speed with sand shoes.

Lights - All LED to FMVSS108.

Paint - Urethane enamel City of Columbia blue (Academy Blue).

Electric Tarp System - Mountain Tarp System installed aprox. 1/3 high on side (mesh tarp).

3-Steps installed on street side rear of trailer.

\$ 52,585.00

Freight to City of Columbia S.C.

\$ 2,250.00

Note: Tailgate release control installed at landing gear on street side.

Note: This is a complete Hardox AR-450 Body 26' long X 96" wide with 28-30 cubic yd capacity.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: C/A Paint:

Other Data:

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Price: \$ 54,835.00

Special Discount: \$ -

Net Price: \$ 54,835.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 54,835.00

Lee Transport Equipment, Inc.

Greg L Stowers



12/5/2019

Buyer:	City of Columbia - Fire Department
	1800 Main Street, 2nd Floor
	Columbia SC 29201
	Attn: Beth Marsh
Phone:	803-545-4470
Fax:	

Cell:	
Phone:	
Fax:	

Make:	Ram
Model:	1500 Regular Cab 4X2 - 6'4" ft bed
Year:	2020
Color:	Flame Red (PR4)
VIN:	t/b/d
Stock #:	t/b/d
Mileage:	10

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	SC State Contract 4400022486	\$30,570.00
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Sale Price	\$19,998.00
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Options Included		
3.6L V6 24 Valve VVT Engine	8-Speed Auto Transmission	included in price
HD Viny 40/20/40 Split Bench Seat	HD Vinyl Flooring	included in price
Class IV Receiver Hitch w/4&7 pin	Draw Bar/Spray in Bedliner	included in price
Power Windows, Locks & Mirrors	Tubular Side Steps	included in price
ARE "V" Series Fiberglass Cap w/Glass Windoors on Both Sides/Painted PR4		\$ 2,170.00
CAROGOGLIDE 1000 LBS w/70% Extension		\$ 1,305.00
Options Total		\$3,475.00

Sub Total	\$23,473.00
DOC	
Tag	
5% IMF/Tax (SC)	\$500.00
Balance Due	\$23,973.00

Manager Tina Neill

Customer

Insurance Information			
Agency Name and Address:			
		Phone No.:	
Policy No.	Insurance Company:		
Comp.:	Collision:	Effective Dates:	
Contact:	Date:		



12/5/2019

Buyer:	City of Columbia - Fire Department
	1800 Main Street, 2nd Floor
	Columbia SC 29201
	Attn: Beth Marsh
Phone:	803-545-4470
Fax:	

Cell:	
Phone:	
Fax:	

Make:	Ram
Model:	1500 Regular Cab 4X2 - 6'4" ft bed
Year:	2020
Color:	Flame Red (PR4)
VIN:	t/b/d
Stock #:	t/b/d
Mileage:	10

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	SC State Contract 4400022486	\$30,570.00
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Sale Price	\$19,998.00
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Options Included		
3.6L V6 24 Valve VVT Engine	8-Speed Auto Transmission	included in price
HD Viny 40/20/40 Split Bench Seat	HD Vinyl Flooring	included in price
Class IV Receiver Hitch w/4&7 pin	Draw Bar/Spray in Bedliner	included in price
Power Windows, Locks & Mirrors	Tubular Side Steps	included in price
ARE TSII Tonneau Cover - Painted PR4		\$ 1,520.00
Options Total		\$1,520.00

Sub Total	\$21,518.00
DOC	
Tag	
5% IMF/Tax (SC)	\$500.00
Balance Due	\$22,018.00
Balance Due for (2) Trucks	\$44,036.00

 Manager Tina Neill

Customer _____

Insurance Information			
Agency Name and Address:			
		Phone No.:	
Policy No.		Insurance Company:	
Comp.:	Collision:	Effective Dates:	
Contact:		Date:	

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 3
 Date: 11/1/2019

PU-3: Gasoline, 1/2 Ton, Reg. Cab ONLY, Long Bed, 4x2 **w/4x4 Option**

Contract Number: **4400022486**

Contractor: **Butler Chrysler Jeep Dodge**

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: 1555 Salem Road, Beaufort, SC 29902

Contract Rollover Dates: TBD - TBD

Vendor #: 7000002437

Order Cutoff Date: **TBD**

Contact: **Tina Neill**

Model: **Ram 1500 DS1L62**

Email: tina.neill@butlercdj.com

Commodity Code: 07202

Telephone: **843-522-9696 Ext 123**

Delivery Days ARO: 90-120

Fax: **843-522-3629**

BASE PRICE \$19,998.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 Package (State Standard Spec)	\$3,450.00
Auxiliary Power Connection (Standard State Spec)	\$125.00
Auxiliary Power Outlet	Standard
Bedliner - Spray-In	Standard
Bluetooth/Hands Free Calling	\$177.00
Option to V8 Engine	\$1,770.00
Securable, Folding Bedcover (Hard Surface)	\$675.00

Optional Deductions

Vehicle Delivery Fee	\$15.00
From Long to Short Bed	Standard
Power Locks & Windows to Manual	\$645.00

Removes ALL Power Features

Delivery Information

Distance from Dealership to SFM Delivery Point	130
Delivery price per mile in excess of the miles above	\$0.54

[Return to Index](#)



PROCUREMENT SERVICES

[Refresh](#)
Contract 4400022510
[Back to Initial Screen](#)
Validity Start 11/01/2019

Validity End 10/31/2021

Target Value \$ 1,369,821.25

FEIN 57-0290347

Bid Invitation [5400018398](#)
Contract Notes
Vendor 7000266055
Vendor Address SHEALYS INCORPORATED
1340 BLUFF ROAD
COLUMBIA SC 29201

District LEXINGTON

Telephone (803) 744-3743

E-mail mfisher@shealytruck.com
Fax Number (803) 771-4879

Minority Status Not Applicable

Home Page <http://shealytruck.com/>
Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
FISHER, MICHAEL	Primary Contact	(803) 744-3743	mfisher@shealytruck.com
FISHER, MICHAEL	CFO	(803) 744-3743	mfisher@shealytruck.com
SUTHARD, JANE	AR ACCOUNTANT	(803) 744-3729	jane@shealytruck.com

Attachments

One Attachment found.

[Intent to Award.docx](#)

Date/Time Posted
10/11/2019 04:21:58 PM

Contract Items

One Item found.

00004 CC-9: CAB & CHASSIS, 79,000 LB. GVWR, DU
Material Group: 07210 - trucks, cab & chassis only
Agency: Statewide

Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Q U O T A T I O N

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK
 DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV
 RPM, 1450 LB/FT @ 975 RPM
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC 46,000# REAR SPRING SUSPENSION
 MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
 DROP SINGLE FRONT AXLE
 20,000# TAPERLEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
 5275MM (208 INCH) WHEELBASE
 11/32X3-1/2X10-15/16 INCH STEEL FRAME
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT
 HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE
 15X4 BRAKE INTEGRAL PUSHER AXLE

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (3)	\$	159,638	\$	478,914
EXTENDED WARRANTY		\$	1,548	\$	4,644
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	161,186	\$	483,558

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(345)	\$	(1,036)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	160,841	\$	482,522
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COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-20T	WESTERN STAR 4700 PRL-20T (EFF:04/30/19)			STD
Data Version				
DRL-017	SPECPRO21 DATA RELEASE VER 017			N/C
Vehicle Configuration				
001-451	4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,530	\$166,640.00
002-004	SET BACK AXLE - TRUCK			STD
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$658.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 13000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				



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Data Code	Description	Weight Front	Weight Rear	Retail Price
AA3-004	END DUMP BODY			STD
Engine				
101-2X3	DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB/FT @ 975 RPM			(\$100.00)
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-005	PTO SPEED 1 SETTING - 900 RPM			N/C
80D-001	SOFT CRUISE CONTROL ENABLED			N/C
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
Engine Equipment				
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)			\$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-107	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND PASSIVE PRECLEANER			\$551.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10		(\$188.00)
290-017	BATTERY BOX FRAME MOUNTED	35		\$63.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$231.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$80.00
306-998	NO BATTERY/ISOLATOR CONTROL			(\$50.00)
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH			N/C
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			STD
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			\$285.00
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
266-057	1500 SQUARE INCH ALUMINUM RADIATOR			STD
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER			STD
166-998	NO OIL PREHEATER			(\$53.00)
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	50	\$21,788.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			N/C
85P-998	NO REAR PTO TRANSMISSION RANGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS			\$143.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED	15		N/C
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	60		\$1,866.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-014	MERITOR STEELLITE X30 FRONT BRAKE DRUMS	-40		\$185.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			\$56.00
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-003	SYNTHETIC 50W FRONT AXLE LUBE			STD

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	-60		\$880.00
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Data Code	Description	Weight Front	Weight Rear	Retail Price
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			N/C
Rear Axle and Equipment				
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450	\$4,441.00
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	\$496.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,311.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$36.00
87A-006	INDICATOR LIGHT AND BUZZER FOR EACH INTERAXLE LOCKOUT SWITCH			\$30.00
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			\$28.00
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$252.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-014	MERITOR STEELLITE X30 REAR BRAKE DRUMS		-80	\$306.00
425-002	REAR BRAKE DUST SHIELDS		10	\$235.00
440-006	REAR OIL SEALS			STD
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			\$44.00
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$94.00
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
Rear Suspension				
622-286	TUFTRAC 46,000# REAR SPRING SUSPENSION		490	\$3,812.00
621-055	TUFTRAC STANDARD RIDE HEIGHT			N/C
431-003	AXLE CLAMPING GROUP			N/C
624-028	56 INCH AXLE SPACING			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
439-001	REAR SHOCK ABSORBERS - ONE AXLE			N/C
Pusher / Tag Equipment				
035-1A0	HENDRICKSON SC13 COMPOSILITE 13,200# AIR LIFT STEERABLE PUSHER SUSPENSION, 15X4 BRAKES AND FF1 AXLE	465	860	\$8,302.00
443-1C9	HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE			N/C
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE			N/C
87F-005	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE			N/C
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
442-016	PUSHER/TAG OIL SEALS			N/C
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			N/C
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS			N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS			N/C
626-1E0	HENDRICKSON SC13 COMPOSILITE 13,200# STEERABLE AIR LIFT PUSHER SUSPENSION			N/C
627-005	51 INCH AXLE SPACING PUSHER/TAG			N/C
Brake System				
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG			N/C
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
1AZ-998	NO TRAILER RECEPTACLE BRACKET			STD
Wheelbase & Frame				
545-527	5275MM (208 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	360	-130	\$513.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	153	374	\$1,005.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.39 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.39 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.81			
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 42.57 in			
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 39.4 in			
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 43.84 in			
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.29 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 56.1 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 196.16 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in			
553-001	SQUARE END OF FRAME			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			STD



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E7	14 INCH PAINTED STEEL SEVERE DUTY BUMPER	130	-15	\$322.00
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25		\$175.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
Fuel Tanks				
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$86.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
221-001	FUEL COOLER			STD
Tires				
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50		\$286.00
094-0GK	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152	(\$152.00)
095-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL PUSHER/TAG TIRES		-34	\$1,128.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		STD
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS		26	\$338.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-019	ALLIGATOR/V2B DUAL SEAL INFLATOR CAPS, FRONT AND REAR			\$37.00
Cab Exterior				
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB			STD
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT			STD
650-044	AIR CAB MOUNTS WITH CHECK VALVE			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
695-998	NO SLEEPER DOOR	-15		STD
667-001	FRONT FENDERS			STD
754-001	2 INCH FENDER EXTENSIONS	5		\$147.00
678-034	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST			STD
646-008	STATIONARY BRIGHT FINISH GRILLE			STD
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			STD
640-008	GALVANEALD STEEL SEVERE SERVICE CAB			STD
644-004	FIBERGLASS HOOD			STD
690-002	TUNNEL/FIREWALL LINER			\$37.00
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			STD
657-1B9	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D386			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS			STD
302-022	LED MARKER LAMPS			\$91.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-008	DUAL STAINLESS STEEL HEATED MIRRORS			\$46.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING			N/C
764-001	FIBERGLASS EXTERIOR SUN VISOR	24		\$274.00
768-046	17.5X35 INCH TINTED REAR WINDOW			STD
661-006	TINTED DOOR GLASS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-002	2-PIECE TINTED CURVED GASKET MOUNTED WINDSHIELD			STD
659-025	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL			N/C

Cab Interior

707-1D0	GRAY VINYL BASE INTERIOR			STD
70K-005	BLACK HARD TRIM			STD
706-049	BASE LEFT HAND DOOR TRIM			STD
708-049	BASE RIGHT HAND DOOR TRIM			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD
637-998	NO STORAGE-CAB INT,LH WALL,LOWER	-20	-10	STD
639-998	NO STORAGE-CAB INT, RH WALL, LOWER	-20	-10	STD
636-998	NO STORAGE-CAB INT,LH WALL,UPPER	-20	-10	N/C
638-998	NO STORAGE-CAB INT,RH WALL,UPPER	-20	-10	STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR			STD
693-025	LH AND RH DOOR MAP POCKETS			STD
741-015	(2) COAT HOOKS ON BACKWALL OF CAB			STD
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH			STD
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER			STD
720-001	2-1/2 LB. FIRE EXTINGUISHER MOUNTED OUTBOARD OF DRIVER SEAT	5		\$43.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER			STD
701-017	HVAC DUCTING WITH DUST/ODOR MAIN FRESH AIR FILTER			\$81.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
689-998	NO AUXILIARY HVAC UNIT	-10	-10	STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$11.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-019	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES			N/C
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
740-998	NO MATTRESS	-15		STD
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			STD
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			(\$444.00)
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$142.00
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			STD
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			STD
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS			STD
532-002	ADJUSTABLE TILT AND TELESOPING STEERING COLUMN			STD
540-020	2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)			(\$7.00)



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Data Code	Description	Weight Front	Weight Rear	Retail Price
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
185-002	NON-ADJUSTABLE SUSPENDED PEDALS			STD
106-002	ELECTRONIC FOOT ACCELERATOR			STD
870-004	STAR GAUGES WITH BLACK BEZELS			N/C
732-001	BLACK DRIVER INSTRUMENT PANEL			N/C
734-001	BLACK CENTER INSTRUMENT PANEL			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			STD
149-012	CRUISE CONTROL SWITCHES IN THE CENTER PANEL			N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-001	WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED			N/C
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			STD
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS			STD
44Y-998	NO CUSTOMER INTERFACE CONNECTOR			STD
48F-998	NO PREWIRED HIGH POWER CIRCUIT			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		\$290.00
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO			N/C
750-004	(4) RADIO SPEAKERS IN CAB			N/C
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR	2		\$32.00
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			STD
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE			STD
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-1AU	TWO IGNITION CONTROLLED EXTRA SWITCHES WITH INDICATOR LIGHT, 10 AMPS, WIRED BETWEEN DRIVER AND PASSENGER SEATS			\$186.00
4C1-998	NO HARDWIRE SWITCH #1			STD
4C2-998	NO HARDWIRE SWITCH #2			STD
4C3-998	NO HARDWIRE SWITCH #3			STD
4C4-998	NO HARDWIRE SWITCH #4			STD
4C5-998	NO HARDWIRE SWITCH #5, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
4C6-998	NO HARDWIRE SWITCH #6, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
4C7-998	NO HARDWIRE SWITCH #7, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
4C8-998	NO HARDWIRE SWITCH #8, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
4C9-998	NO HARDWIRE SWITCH #9, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
4D0-998	NO HARDWIRE SWITCH #10, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR			STD
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-001	2 INCH VOLTMETER			N/C
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-015	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH			N/C
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C



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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	299-032	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITHOUT BRAKE OVERRIDE			N/C
	298-036	PACIFIC INSIGHT ELECTRONIC FLASHER			STD
Design					
	065-000	PAINT: ONE SOLID COLOR			STD
Color					
	980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
	96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR			STD
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C
	964-993	BUMPER PAINTED SAME AS CHASSIS			STD
	976-995	SUNVISOR PAINTED SAME AS CAB COLOR A			N/C
Certification / Compliance					
N	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options					
	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
	999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE			N/C
Raw Performance Data					
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.81			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.39 in			
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in			
Sales Programs					
		NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Adjusted List Price

Application Version 11.1.402
 Data Version PRL-20T.017
 Copy of City of Columbia (4)+1



09/16/2019 3:28 PM

Page 16 of 17

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Adjusted List Price ** \$217,374.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10743 lbs	8817 lbs	19560 lbs
Total Weight ⁺	10743 lbs	8817 lbs	19560 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

RD1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS)	N/C
P73-2WS	STANDARD DESTINATION CHARGE	\$2,200.00

Extended Warranty

WAD-062	COOLING: HD MODERATE 5 YEARS/200,000 MILES/322,000 KM EXTENDED COVERAGE FEX APPLIES	\$630.00
WAK-140	ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$918.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$1,548.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

City of Columbia

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact: Marlon Epps

Quote # GS-03202019-A

Date: 3/20/2019

Phone # 803-331-3015

Fax#

PRICING:

(South Carolina State Contract for Dump Bodies Number #4400019822)

Furnish and install R&S Godwin 16' Dump Body to City of Columbia Specifications to Include:

1/4" AR-450 Hardox floor, 3/16" AR-450 sides and tailgate with 3/16" high tensile front.

(R&S Godwin Dump model CS16048, 16' long X 48" high sides)

24" Cab shield with wind deflector

2"X 8" Steel side boards installed and painted blue.

3-Panel High lift air tailgate with alarm.

Asphalt apron bolt on style with 30 degree angle.

Mountain Tarp, electric tarp system with bent arms and asphalt tarp installed with tensioner.

4- Corner LED strobe light system installed in rear corner post of body and in truck grill.

EZ Step access installed on curb side with 3-inside steps inside of the body.

Anti spray mud flaps installed on rear of body and in front of drop axle.

Hyva Hoist system installed with hoist stabilizer to City of Columbia specifications.

PH-90 Pintle Hitch set at 26" height, electric brake controller, 7-way plug and back up alarm.

Custom console installed to City of Columbia specifications.

Central grease line system installed (street side rear of body).

FMVSS Safety kit shipped loose.

Painted customer specified color (City of Columbia Blue).

\$ 32,985.00

Note: There is no air lift axle priced on this quote.

Note: Dump body and equipment completely installed to City of Columbia specifications.

Price good for 30 days.

Tax not included.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Tandem Chassis c/T 136" Paint:

Other Data:

Price: \$ 32,985.00

Special Discount: \$ -

Net Price: \$ 32,985.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 32,985.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers



Contract#: 081-716-PMC

KEEPING CUSTOMERS FOR LIFE

October 24, 2019

Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2021 Peterbilt 520 quotation per Sourcewell Contract #081-716-PMC

The Larson Group-Peterbilt is a proud vendor for Sourcewell, and we are pleased to submit for your review our quotation for 3 to 5 new 2021 Peterbilt 520 per Sourcewell Contract #081-716-PMC. Your terms are as follows:

- 2021 Peterbilt 520 per the attached specifications dated 10/23/2019
- Price includes Sourcewell discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 120-150 days after receipt of Purchase Order
- Net cash price: \$141,538 per unit**

Based on a list price of \$241,203 this represents a discount of 41.32% in agreement with the Sourcewell contract #081-716-PMC pricing for this model. Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1359 dated 10/14/2019 of **\$116,321**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,042**, Paccar Engine and After Treatment 5 year / 200,000 miles Extended warranty **\$3,334**. Peterbilt parts and service manuals **\$460**. SC Sales Tax of **\$500** each. Peterbilt of Charlotte will adjust price down by **\$1,000** due to your previous purchases and loyalty. Your total purchase cost would be **\$262,195 per unit**. Please call or email me if you have any questions regarding this quotation. We look forward to doing business with you and your agency.

Sincerely,

James Fisher

Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764

jfisher@tlgtrucks.com



THE LARSON GROUP **TLGTRUCKS.COM**
Phone: 417.865.5355 3026 N Mulroy Road
Fax: 417.869.7738 Strafford, MO 65757

G – S PRODUCTS MODEL COLLECSTAR 9129A

SPECIFICATIONS FOR 29 CUBIC YARD AUTOMATED, FULL EJECT

SCOPE

This specification describes a truck mounted, hydraulic refuse packer. This machine must be equipped with an automated loading mechanism on the curb side of the material receiving hopper near the front of the body. Body must be designed so that optimum load distribution can be achieved when installed on a 62,000-66,000 G.V.W. truck cab and chassis. Body installation shall not require modification to a standard truck chassis forward of the rear suspension. (NO DROP FRAME) THIS BODY MUST BE FULL EJECT MODEL. NO DUMP BODIES ALLOWED.

I. BODY

A. CAPACITY

1. The body shall have a usable capacity of twenty-nine (29) cubic yards including the tailgate.

B. DIMENSIONS

1. Body length – 287" – (including bustle tailgate).
2. Overall height above chassis – 102" – (lift mechanism in "down" position).
3. Overall height above chassis –MUST NOT EXCEED 120" – (lift mechanism in full "up" position with 90-100-gallon cart in grabbers).
4. Overall width-102"- with arm in parked position.

1. CONSTRUCTION

1. The body floor shall be constructed of 1/4" HARDOX 450 steel plate.
2. The body floor shall have 8" x 13.5 lbs./ft. structural channel long – members.
3. Body sides shall be curved shell style, eleven (11) gauge HARDOX 450 steel sheet.
4. Body roof shall be curved shell style, eleven (11) gauge HARDOX 450 steel sheet.
5. All external welds shall be continuous.

II. TAILGATE

A. CAPACITY

1. The tailgate shall have a usable capacity of 8.20 cubic yards minimum.

B. CONSTRUCTION

1. Body tailgate shall be bustle type, top hinged, with heavy-duty hinges and tapered-pin plunger style locks. Lock pins must have

grease fittings located near the outside edge of the body for easy access.

2. Tailgate shall be equipped with a flow control device to assure smooth, even operation.
3. Tailgate to be constructed from 12-gauge steel sheet and framed with formed steel channel.
4. Gate shall have a seal across the bottom and at least 16" up each side to control liquid leakage.

C. OPERATION

1. For greater operational stability and safety, the tailgate shall be raised and lowered with two 2 ½" bore x 28" stroke double acting hydraulic cylinders.
2. All tailgate controls shall be located inside the truck cab within easy reach of the operator's position. I.E. tailgate operation shall not require exit of the cab by the driver. Controls shall be electric/air/hydraulic and spring returned to the "neutral" position.
3. Tailgate to lock and release hydraulically through the use of positive acting, tapered rod, plunger-style locks.
4. Tailgate ajar and lock status warning light and alarm to be installed in the truck cab.
5. Safety prop for tailgate to be included.
6. All exterior welds to be continuous.

III. PACKER HOPPER

A. FUNCTION

1. The receiving hopper shall have 6.0 cubic yards capacity minimum.
2. Hopper shall act as receiving chamber for materials dumped by the lifting mechanism.

B. CONSTRUCTION

1. Hopper floor to be constructed of 1/4" HARDOX 450 steel plate with a 1/4" HARDOX 450 overlay extending 18" past the hopper.
2. Hopper side walls to be 1/4" HARDOX 450 steel plate.
3. All welds in areas that may be damaged by abrasive material such as fine glass MUST be "HARD SURFACED" with appropriate composite over-weld.

C. HOPPER ACCESS

1. Hopper must have access ladder on curb-side of vehicle.
Entry area must have O.H.S.A. compliant ladder and system kill Switch.

IV. COMPACTOR

A. FUNCTION

1. Compactor is to move the material dumped by the arm from the receiving hopper into the body chamber. Also, compactor is to compress the loaded material to such an extent that the vehicle is loaded to its recommended capacity.

B. OPERATION

1. Compactor to be powered by one (1), 6" bore x 84" stroke, single section, dual acting hydraulic cylinder.
2. Packer cycle shall be 35 seconds @ 1200 R.P.M.
3. When fully extended, compactor must penetrate the body by 18" minimum. This aids compaction of the material and reduces fallback into the loading hopper.
4. Compactor shall displace 2.6 cubic yards/cycle minimum.
5. Compactor shall have "on-demand" style controls with both "AUTOMATIC PACK" and "MANUAL PACK" selector console mounted in the truck cab and convenient from both sides of cab.
6. Compactor stroke shall be automatically reversible through the use of high quality automotive grade switches sensitive to both position and pressure.
7. Unit to be equipped with a "near-loaded" warning alarm to alert operator that body is approaching its maximum capacity.

C. CONSTRUCTION

1. Compactor to be guided by a floor mounted "T" track beam.
2. Both the "T" track beam and compactor guide shoes must be made of HARDOX 450 steel plate.
3. The compactor shall be constructed of engineered steel sections and fully tested using state-of-the-art Finite Stress Analysis technology.

V. AUTOMATED LOADING ARM

A. FUNCTION

1. Loading arm shall be sleeve mounted on the curbside of the loading hopper. Arm horizontal and vertical supports shall be centered in relation to the hopper and the load to be lifted. No part of the loading arm shall be mounted underneath the chassis frame, inside the hopper, or in front of the body. Due to operational stresses under load and over time, NO OFF-SET OR CANTILEVER DESIGNS ARE ACCEPTABLE.
2. Arm must have the ability to pick up containers, dump and return without the need to extend.
3. Once can is engaged, lift MUST move vertically for the first 41120" before tipping. This allows cans that may be placed above grade on snow banks or retaining walls to be safely serviced. This vertical

movement must be controllable by the operator as needed from the in-cab control position.

4. Arm must have horizontal extension of 120" (144" reach to can center line without tilting or any vertical motion).
5. The container "lift" motion must be operated by one (1) 2" bore x 41" stroke hydraulic cylinder.
6. The container tilt/dump must be operated by one 3" bore x 12 3/8" stroke hydraulic cylinder with 1 1/2" cushion in rod and base end.
7. Lift cycle time shall be approximately seven (7) seconds (ground to ground) at engine idle.
8. Lifted container shall not "arc" outboard more than 25" during ground to ground movement.
9. Lift must stow within legal width with lift in down/grab open position.
10. Container dump cycle shall not exceed thirteen (13) feet, six (6) inches from the ground at its highest point. (May vary slightly with different chassis.)
11. Container dump angle when in full "up" position shall be 55 degrees minimum.
12. Lift vertical motion shall be track guided by replaceable, reversible, non-grease, NYLATRON NSM wear shoes. Guides MUST be replaceable without track or lift dis-assembly.
13. Lift cycle shall be smooth, non-binding and non-violent.
14. Lift load capacity shall be 1,000 lbs. at full extension.
15. Lift horizontal movement shall be track guided by NYLATRON NSM non-grease wear guides. Guides MUST be replaceable without track or lift dis-assembly.
16. Lift in/out motion shall be sequenced so that the first 48 inches of motion (stage 1) always extends first. This essentially eliminates wear to stage 2 wear guides since reach beyond 48" is used in less than 5% of average route conditions.
17. Grabbers shall be belt-type capable of handling containers ranging in size from 32 gallon to 100 gallon interchangeably. Grab pressure must be adjustable to suit different types of container manufacturing methods and materials.

B. CONSTRUCTION

1. Loading lifting arms must be constructed of solid high tensile steel plate. Due to their tendency to deflect under load, tubular load lifting components are NOT acceptable.
2. All tilt mechanism connecting pins shall be 1.25" minimum diameter with self-aligning bearings.
3. Lift shall have a top rotator shaft that lifts grab mechanism through its motion while powered by a single hydraulic cylinder.
4. Top shaft shall be retained by replaceable NYLATRON NSM non-grease split bearings (two sets) and grade 8 bolts.

5. Lift arm rotator cam must have NYLATRON NSM non-grease bearing rotating on a 3" diameter shaft. Bearing MUST be replaceable without shaft removal.
6. Cylinder pivots for grab, in-out as well as up/down shall be Teflon backed self-aligning greaseless bearings properly installed with 1" grade 8 bolts or polished chrome pins.
7. Grab pivots must use chromed steel pins with fiber filled greaseless bearings.
8. Grab cylinders (2) shall be 2" bore x 6 3/8" stroke.
9. In-out cylinders shall be two (2) 2" bore x 60" stroke with rubberized bumper on base end.
10. Up-down cylinder shall be 2" bore x 41" stroke.
11. Tilt cylinder must be 3" bore x 12 3/8" stroke

C. CONTROLS

1. Outside controls for loading mechanism shall be located in the chassis cab and convenient for operator access from the ground.
2. In-cab control to be a joystick or rocker- style switches mounted in cab. Joystick or rocker switches shall control in/out, up/down/dump and grab functions.
3. Lift functions must operate without the need for computers, PLC's, proximity switches, or relays.

VI. BODY UNLOADING

A. FUNCTION

1. Body payload to be offloaded by hydraulically powered HORIZONTAL EJECTION.
2. Ejector panel to be operated by two (2), 4" bore x 104" stroke, SINGLE- SECTION, DOUBLE ACTING hydraulic cylinders. NO MULTI-STAGE TELESCOPIC CYLINDERS ALLOWED.
3. Ejector operation shall be sequenced so that panel will "extend" only when packer panel is in full "extend" position and tailgate is fully "up".
4. Controls to be mounted convenient to operator's in-cab driving location.

B. CONSTRUCTION

1. Ejector panel to have a structural steel tubular frame.
2. Panel guide tracks to be formed 3/16" steel plate.
3. Panel guide/cylinder enclosure tube shall be 5" x 7" x 3/16" structural steel tube equipped with HARDOX 450 steel wear strips.
4. Floor level wear pads must be HARDOX 450.
5. HOIST TO DUMP OR MULTI- STAGE EJECTION CYLINDERS ARE UNACCEPTABLE.

VII. HYDRAULICS

A. PUMP

All body and lift functions shall be powered by a tandem-section gear type pump (36 G.P.M. @ 800 R.P.M.). This pump shall be powered by a transmission mounted Chelsea Model 890 power take- off. Each pump section shall automatically unload to tank when factory flow settings are exceeded. This feature prevents unintended or accidental over-speed of the system.

B. BODY CONTROL VALVES

1. The body main valve must be a Parker hydraulics model VA-35 with main system pressure set @ 2,500 P.S.I. This valve must have one (1) control section to act as directional control for the packer. This valve must be electric/air/hydraulic controlled by automotive style relays. NO COMPUTERS OR PLC'S.
2. The valve assembly that controls all other lift and body functions shall be Parker hydraulics model VA-20 with relief set @ 2,500 P.S.I. Valve spool controls must be pneumatic. Lift functions must operate with no computers, PLC's, limit switches, or proximity switches.

C. HYDRAULIC RESERVOIR

The body shall be equipped with a "street-side" body mounted hydraulic reservoir with a minimum capacity of sixty (60) gallons. This reservoir shall be equipped with a fill cap, in-tank return filter, breather, fluid level indicator and temperature gauge. Under normal operating conditions, hydraulic oil temperature MUST NOT EXCEED 75 degrees above ambient temperature without the need for external cooling. NO AUXILIARY COOLING ALLOWED. NO EXCEPTIONS.

D. FILTRATION AND SERVICE

System cleanliness and protection against contamination shall be accomplished through the use of the following devices:

1. All oil shall be routed through a 10 micron return line filter. This filter shall be installed at or near the front of the hydraulic reservoir and properly sized so that 100% of the flow is filtered under normal operating conditions without bypass. Filter must be located so that all periodic service can be performed from ground level. Filter service must be possible without loss of fluid.
2. IN-LINE SHUTOFF.
For ease of service the suction line shall be equipped with a shutoff valve plumbed adjacent to the reservoir.
3. SUCTION STRAINER.
A 100-mesh oil strainer must be installed in the hydraulic system suction line. This strainer must be serviceable without draining the system reservoir.

E. PLUMBING

All body and lift plumbing not requiring flexibility to complete its function must be constructed of seamless steel hydraulic tubing correctly sized for each operation. Plumbing requiring hoses shall be routed in such a way as to prevent rubbing, chafing and undue bending.

VIII. IN-CAB CONTROLS

The following controls must be mounted inside the truck cab for safe and convenient operation.

1. Hydraulic system on/off switch.
2. Body tailgate control.
3. Body ejector control.
4. Work light and strobe light switches.
5. Hopper cover control.
6. Lift joystick/ Rocker Switches
7. Packer over-ride switch

IX. LIGHTS

1. Standard lights shall be supplied in accordance with FMVSS#108.
2. All body lights must be TRUCKLITE Model "SUPER 44" L.E.D. with SERIES 50 wiring harness.
3. Automated lift working area must have implement style adjustable work lights.

X. ACCESSORIES

1. Federal under-ride bumper shall be installed.
2. Tailgate safety prop shall be provided.
3. Tailgate "ajar" and tailgate "unlock" alarm shall be provided.
4. Back up alarm shall be provided.
5. Both body and hopper shall have access doors on each side for cleaning behind the packer and ejector panels. Doors must be sealed when closed.
6. Hydraulically operated hopper cover/crusher panel..
7. Unit shall be equipped with a TRIPLE CAMERA SYSTEM by ZONE DEFENSE, MODEL ZD.323.1 LCD 2 camera system MODEL CAM 313C camera with 7" color LCD 22 pin, soft button monitor. Must include ASSC-400D PanaVice HD adjustable mount and all cables.

XI. PAINTING PROCEDURES

1. The body and lift shall be free of all weld slag, dirt and grease and be prepared prior to painting in accordance with the paint manufacturers specifications.
2. Body and loading mechanism shall receive at least one coat of primer and two finish coats of polyurethane enamel. Primer shall be approved for use with the finish coat material.

XII. WARRANTY

1. A minimum two-year warranty against manufacturing defects shall be provided by the manufacturer.
2. BODY MANUFACTURER MUST BE EQUIPPED TO PROVIDE ON-SITE SERVICE IF NEEDED.
3. SUFFICIENT ON-SITE TRAINING FOR BOTH OPERATORS AND MECHANICS SHALL BE CONDUCTED WHEN COMPLETED UNIT IS DELIVERED.

XIII. BODY MUST BE MANUFACTURED IN THE U.S.A.



Peterbilt Of Charlotte (P603)
3917 Trailer Drive
Charlotte, North Carolina 28269

City of Columbia
2910 Colonial rive
Columbia, South Carolina 29203
United States of America

James Fisher
Phone: (704) 619-1276
Email: jfisher@tlgtrucks.com

Marlon Epps
Phone: 803-331-3015
Email:

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	CITY OF COLUMBIA SW	G.C.W. (lbs):	66000
Description 2:	Clone of Chassis 108255 Model 520		
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Automated Side Loader/Push-Out		6
Length (ft):	24	Wheelbase (in):	203
Height (ft):	13.5	Overhang (in):	90
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	202.9
		Cab to EOF (in):	292.9
		Overall Comb. Length (in):	350.6
Trailer		Special Req.	
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
S	Refuse, Scrap, Recycling	0
O	Refuse/Landfill Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0
S	Automated Side Loader/Push-Out A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	241
O	Full Steel Inner Liner	708
O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
S	EOF Square without Crossmember For use with body builder installed crossmember.	0
O	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	25
O	(2) Solid Mount Cable Hooks	0

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Std/ Opt	Description	Weight
Front Axle & Equipment		
O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	84
O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0
O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
O	Dust Shields, Cam Brakes, Front Axle	4
O	Long Stroke Brakes, Front Axle Long Stroke Brakes have 3" long-stroke chambers can provide improved braking efficiency and increased reserve stroke.	0
O	Gusseted Cam Brackets, Steer Axle	0
O	Bendix Slacks and Chambers on Steer Axle	0
O	Heavy Duty Cam Bushings, Steer Axle	0
Rear Axle & Equipment		
O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube	113

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Std/ Opt	Description	Weight
	provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
O	PHP10 Iron PreSet PLUS Hubs	0
S	Long Stroke Parking Brakes, Drive Axle(s)	0
O	Differential Lock Both Axles Air Rocker Switch Occupies the Space of One Gauge	60
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Gusseted Cam Brackets, Drive Axle(s)	2
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Upsize Parking Brakes	0
O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
O	Bendix Slacks and Chambers on Drive Axle	0

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Std/ Opt	Description	Weight
O	Ratio 5.63 Rear Axle	0
O	Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	-64
O	Shock Absorbers For HMX Suspension HMX suspension is designed for vocational applications where durability, lightweight and driver comfort are essential.	31

Engine & Equipment

O	PACCAR MX-11 355R@1600 GV@2200 1250@900 Refuse (2017 EMISSIONS) N20740 N015 NO....Enable MX Retarder in Neutra N20780 N001 16....Minimum Speed to Turn Cruise N20800 N002 19....Min Speed to Automatically T N20790 N003 19....Minimum Cruise Control Speed N20700 N006 66....Max Cruise Speed (N006) N20770 N013 4....Downhill Speed Limiter Vehic N20760 N014 2....Auto Retard Vehicle Speed Of N20750 N019 0....Delay in Engine Brake Activa N20710 N052 650...Idle Target (N052) N21680 N055 780...RPM Set Point 1 (N055) N21690 N056 1030..RPM Set Point 2 (N056) N20940 N072 1900..Maximum Fast Idle Control En N21980 N076 2000..Max Accelerator Controlled E N20990 N078 OFF...PTO Mode Disabled w/ Clutch N21010 N079 OFF...PTO Mode Enable Only w/ Park N21020 N080 1.....PTO Vehicle Speed Limit (N08 N21110 N086 2000..Maximum Engine Speed During N21100 N087 780...RPM Set Point (N087) N21030 N089 OFF...PTO Mode Enable Only w/ Tran N21000 N101 ON....PTO Mode Disabled w/ Service N21320 N106 650...Minimum Engine Speed During N20690 N162 66....Maximum Accelerator Pedal Ve N21310 N170 155...Standard Maximum Speed Limit N21640 N179 YES...Enable Park Brake Reset (N17 N21910 N182 30....Coolant Temperature Overrule N20870 N184 80....High Ambient Temperature Ove N20860 N185 0....Low Ambient Temperature Over N20900 N186 5....Timer Setting When in PTO Mo N20840 N187 1.....Timer Setting Non-PTO Mode w N20850 N188 1.....Timer Setting Non-PTO Mode w N20910 N190 NO....Reset EIST Timer Based on En N21170 N191 NO....Overrule EIST Timer Based on N21230 N197 YES...Enable Accelerator Pedal Res N21240 N198 YES...Enable Service Brake Reset (N21250 N199 YES...Enable Clutch Pedal Reset (N N21260 N200 YES...Allow EIST Timer Overrides i N21930 N224 2....Maximum Vehicle Speed Bonus N21940 N227 -2....Maximum Vehicle Speed Penalt N21950 N246 4....Minimum Vehicle Speed for DS N21960 N247 1.....Lowest Gear that DSA will be	670
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Std/ Opt	Description	Weight
	N21970 N248 10....Highest Gear that DSA will b	
	N21990 N307 OFF...Cab Accelerator Active in Re	
	N20830 N039 OFF...Allow Multi-Torque Only When	
	N20930 N071 ON....FIC Enable/Disable (N071)	
	N21900 N073 0.....Cab Accel Pedal Type in PTO	
	N21160 N110 1.....Enable Set Point w/ Set/Acce	
	N21670 N164 252...Reserve Speed Function Reset	
	N21920 N219 0.....Offset mode (N219)	
	N21300 N169 0.....Expiration Distance (N169)	
	N21190 N193 0.....Expiration Distance (N193)	
	N21280 N163 0.....Maximum Cycle Distance (N163)	
	N21650 N173 0.....Reserve Speed Offset (N173)	
O	Engine Idle Shutdown Timer Disabled	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 52 MPH	0
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
O	PTO Mobile-Cab Station Accelerator	0
O	Enable MX Retarder Auto Retard (Engine Parameter)	0
O	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0
O	Remote PTO and Throttle Provision	0
S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed sticker on the drivers door to identify them as meeting the NOx idling standard.	0
O	160 Amp Alternator, 36 SI Brushless The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offered in 12 volt and 24 volt models with a J180 hinge mount.	10
O	Remote Voltage Sense Wiring	0
O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-	2

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	heater keeps the coolant in the engine block from freezing when the engine is not running.	
O	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Battery Jumper Terminals Mtd In Front Of Battery Box	4
O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
O	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	7
O	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
S	No Fluid Heat Option for Fuel Filter	0
O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
S	Stainless Steel Grille	0

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Std/ Opt	Description	Weight
S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2

Transmission & Equipment

O	Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).	390
O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	15
O	1710 Driveline Interaxle For tandem rear axles	-5
U	ALLISON 5TH GEN RDS, PKG 180	0
O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
O	Allison FuelSense 2.0 Not Desired	0
S	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
S	Console Mounted Push Button Shifter Allison transmissions	0
O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0
O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0

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Std/ Opt	Description	Weight
Air & Trailer Equipment		
S	Bendix AD-IS EP Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.	0
O	Air Tank Valve Guards	0
O	Pull Cords All Air Tanks	1
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Tires & Wheels		
O	FF: GY 20Ply 315/80R22.5 Endurance WHA Diameter= 43.1 inches; SLR= 20.0 inches	-36
O	RR: BR 16ply 11R22.5 M799 Diameter = 42.0 inches; SLR = 19.5 inches	80
S	Code-rear Tire Qty 08	0
S	FF: Accur Stl Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes	0
S	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	0
S	Code-rear Rim Qty 08	0
Fuel Tanks		
O	26" Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
O	Location LH BOC 80 Gallon	0
O	Top Of Fuel Tank 5" Below Top Of Frame	33
O	PACCAR MX Engine Fuel Cooler	15



Std/ Opt	Description	Weight
S	Standard DEF to Fuel Ratio 2:1 Or Greater	0
S	DEF Tank 520	0
Battery Box & Bumper		
O	Aluminum Space Saver Battery Box LH Back Of Cab	-11
O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	2
O	Mount Space Saver Battery Box Top Of Box 8" Below top of frame	0
O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins	2
Cab & Equipment		
O	53" LCF ProBilt Cab RH Drive Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	0
S	4.5" Rubber Flares On Cab And wheel well fenders	0
O	Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
S	Peterbilt Passenger Seat	0
O	Seat Belt Color Orange IPO Standard Black	0
O	Air Ride Driver	43
O	Mid Back Driver	0
S	Vinyl Driver	0
S	Non-Air Ride Passenger	0

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Std/ Opt	Description	Weight
S	Low Back Passenger	0
S	Vinyl Passenger	0
S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
S	2-Piece Flat Windshield	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
O	Chromed LH/RH Tri-plane Mirrors, Heated, Mounted to Doors. Chrome mirror shell / black arms. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror. Right Click on Option and Select Picture to See a Picture of the Mirror.	-5
S	(1) Air Horn 15" Painted Mounted under cab.	0
O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
O	Midlevel Speaker Package For Cab (4) Speakers	6
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.	0
O	Cab Tilt Pump Air Assist	0
O	Rain Gutters Over Driver and Passenger Doors	8

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Std/ Opt	Description	Weight
S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Backup Alarm (107 DB)	3
O	Axle Temperature Gauges, Tandem Drive Located in Driver Information Display	0
O	Engine Oil Temperature Gauge Located in Driver Information Display	0
S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
O	Air Application Gauge Located in Driver Information Display	0
S	Air Restriction Indicator Mounted on exhaust stanchion	0
O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	0
O	Indicator Light For F/O PTO Controls Located in Driver Information Display	0
O	Up To (4) Additional Electric Switches Without wiring	1
S	Headlights Single Rectangular Halogen	0
O	(5) Light Guards On Marker Lights	2
S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
O	Daytime Running Lights Required on all Canadian vehicles	0
O	(1) F/O Load Light, Switch, 10' Wire Coil Under / in cab / sleeper baggage compartment	2
Paint		
S	Standard Paint Color Selection	0
O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0

Shipping Destination

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Std/ Opt	Description	Weight
☐	Shipping Destination Other Than Dealer (Specify by narrative)	0
Options Not Subject To Discount		
S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
☐	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
☐	Chassis to Receive Extended Warranty 1 Year Base Vehicle Towing - US. No Additional Extended Warranty is Required.	0
☐	PACCAR MX-11/13 Premium Coverage (5/200) 5 Years/200,000 Miles(320,000 KM), 455HP And Under, 2017	0
☐	PACCAR MX-11/13 Premium Aftertreatment (5/200) 5 years/200,000 miles reqs premium-2017. 455HP and under.	0
Miscellaneous		
☐	2017 EPA Emissions Engine Warranty Only	0
☐	Peterbilt Sourcewell Program Code	0
☐	Presentation Created With SmartSpec	0
☐	Ordered as Stock	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$241,203
Marketing and Service Support Fee	\$675
Prepaid Freight	\$3,225
Total Surcharge/Options Not Subject To Discount	\$3,334
Total Weight	19,132

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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**PRICING DISCLAIMER**

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

SOLE SOURCE AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Brown and Caldwell (hereinafter referred to as the "Vendor"), for Vendor to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Services. The Vendor will provide the services described in Exhibit B, attached hereto. The Vendor shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Vendor in performing the services required under this Agreement. The Vendor shall be responsible for any costs relating to same. The Vendor shall complete all services under this Agreement within the timeframes set forth in Exhibit B.
2. Term and Option to Renew. The term of this Agreement is effective as of the latter date of the execution of this Agreement as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council. A choice to renew or continue services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.
3. Supplemental or Additional Services. The Parties may agree that Vendor perform Additional or Supplemental services as authorized by a City purchase order. Vendor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Vendor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Vendor for services performed.
4. Subcontracting. Vendor shall not subcontract the services or obligations under this Agreement without prior written consent of the City. Vendor shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Vendor's employees.
5. Compensation. The total compensation paid by the City to Vendor under this Agreement shall not exceed One Hundred Forty-One Thousand Dollars and no/100 (\$141,000.00) unless authorized by the City under Section 2 of this Agreement. The Vendor shall submit an invoice for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). The invoice shall bear the signature of the Vendor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
6. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Vendor or any Subcontractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Vendor for any purpose whatsoever except to perform the services required by this Agreement. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.
7. Insurance. If determined by the City to be appropriate and necessary, the Vendor shall procure and maintain during the life of this Agreement such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from

them during operations under this Agreement. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Vendor to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this Agreement, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

- ✓ **WORKERS COMPENSATION INSURANCE:** The Vendor 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 Vendor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's Worker Compensation Insurance. The Vendor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.
- ✓ **GENERAL LIABILITY:** The Vendor 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.

The Vendor 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 Vendor and any subcontractor of the Vendor 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*.

8. Indemnification. The Vendor 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 inaction by the Vendor, its subcontractors, officers, agents and employees in performance of the services described herein. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the Vendor 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. Ethics. The Vendor acknowledges, for itself and any of its subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. § 8-13-100, *et seq*, 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:

- a. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- b. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
- c. 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.

10. Equal Employment Opportunity/Nondiscrimination. During the performance of this Agreement, the Vendor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. The Vendor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor will incorporate these nondiscrimination requirements in all City-approved subcontracts for work under this Agreement.

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

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

12. Amendment. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

13. Assignment. The Vendor shall not assign its obligations to perform the services required by this Agreement without the prior written consent of the City.

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

15. Choice of Law, Venue. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

16. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Vendor.

17. Independent Contractor. The Vendor is an independent contractor and not an employee nor agent of the City. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Vendor employees whom Vendor assigns to perform Services for Customer will at all times be considered employees of Vendor.

18. Dispute Resolution. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor 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.

19. Severability. 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

Brown and Caldwell

By: _____

Witness

By: _____

Title: _____

Date: _____

RECOMMENDED BY: _____

David Wiman, Wastewater Plant Superintendent

RECOMMENDED BY: _____

Sandra A. Wright, CPPB, Purchasing Agent

Requisition # R201387JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Utilities- Metro WWTP Division,
Services and Trainings needed for the continuation of the Operator Training
at the Metro WWTP. They fulfill requirements needed for ABC, USEPA and SCDHEC.

as a sole source procurement from Brown & Caldwell
based upon the following justifications Brown & Caldwell has been doing these trainings with
the City of Columbia since 2001. Ken Schnaars has the expertise knowledge of providing
the staff and facility the knowledge needed to maintain proper functions
and training protocols. Ken Schnaars specifically created these trainings and tailored
them to Metro.

This sole source is valid through

Amount \$ 141,000.00Utilities

Department

*Form must be route in the order
of the signatures*

Signature of Department Head

Date

Signature of Finance Director

Date

Signature of Purchasing Agent

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition. Copy retained in Department's file. (Form 010) CQC (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email and any counterparts exchanged in this manner shall be considered originals.

APPROVED AS TO FORM

Ken Schnaars
Legal Department City of Columbia, SC

250 Brynmill Road, Suite 104
Columbia, SC 29210

T: 803.573.9701
F: 803.573.9702



October 1, 2018

Deborah D. Fall
Department of Utilities, Metro WWTP
1200 Simon Tree Lane
Columbia, SC 29201

148208

Subject: Justification for Sole Source Procurement

Dear Ms. Fall:

The Scope of Work Brown and Caldwell is proposing for the Metro Wastewater Treatment Plant Training Program is for specific aspects of the facility requiring in depth institutional knowledge. Ken Schnaars, lead Engineer for this project, has worked with the City's engineering staff and operational staff at the Metro WWTP since 2001. During that time Mr. Schnaars has:

- In 2002, prepared a report that was the basis of the plant's new headworks facility that eliminated 4 pumping stations and 1 future grit/corssening facility and provided the framework for other work now being performed at the WWTP.
- In 2011, Mr. Schnaars prepared the detailed Plant Operations Manual that satisfied the requirements stipulated in the USEPA Consent Order. This manual has provided existing and new operators design data and an understanding of operational requirements of the treatment facility. Ken also provided updates to this manual in 2014 and, as part of this project, is scheduled to write the updates in 2017 to the anaerobic digestion chapter for the new anaerobic digestion improvements currently under construction and other plant upgrades.
- In 2014, Mr. Schnaars conducted an extensive operator training program that consisted of 10 training modules that covered all aspects of the treatment plant. This training program satisfied the requirements stipulated in the USEPA Consent Order, the City of Columbia's Apprenticeship Program and helped the operators pass their SODHEC certification examinations. This training session included classroom and field training, examinations, homework, quizzes and field competency testing.
- In 2017, Mr. Schnaars regularly communicated with the anaerobic digester project design team for the preparation for the operator training program for the new digestion system at the Metro WWTP
- In each of the last five years, Mr. Schnaars conducted operator refresher courses which has included practice examinations that have helped the newer operators understand their treatment facility, troubleshoot the treatment processes and prepare them for their State certification exams.
- Mr. Schnaars is currently working with Plant Staff and the project design team on start-up efforts for the commissioning of the Train 1 Aeration Tanks, Blower Building and Magnesium Hydroxide Chemical Feed System at the Metro WWTP.

sole source justification.docx

Justification for Sole Source Procurement
Metro WWTP
July 1, 2018
Page 2

In his 17+ years working with the staff at the Metro WWTP, Mr. Schnaars has built a trusted rapport with the operational staff. Mr. Schnaars' unique and extensive experience working with the staff and facilities of the Metro WWTP provides an unparalleled level of knowledge that will be critical in continuing effective instruction with the staff moving forward.

Very truly yours,

Brown and Caldwell



Robert D. West, P.E., Project Manager
Columbia, SC

cc: Ken Schnaars, Brown and Caldwell

sole source justification.docx

SCOPE OF SERVICES

City of Columbia CIP # 88-TBD Annual Operator Training Program, SOP Preparation and Operation Manual Updates

The City of Columbia is committed to the continuation of the Operator Training at the Metro Wastewater Treatment Plant. The Annual Operator Training Program will fulfill the requirements of the Association of Board Certification (ABC), the requirements of the United States Environmental Protection Agency (USEPA), and the South Carolina Department of Health and Environmental Control (SCDHEC). As such, the City is committed to the continuation of this program by having Brown and Caldwell conduct training associated with the Preliminary and Primary Treatment Unit as outlined within.

In general, Brown and Caldwell (Engineer) will provide the following scope of services:

- Aeration / Magnesium Hydroxide Secondary Treatment Operations Manual Update
- Completion of the Digester Chapter Update
- Operator Training Program
 - Miscellaneous Systems Module
 - Mathematics Module
- Project Administration and Coordination

TASK 031 -- Operations Manual Update

031 Data Collection

The Engineer will coordinate with the City, Clean Water 2020 and other pertinent parties, such as vendors and manufacturers, to incorporate changes due to the Train 1 aeration tanks, new Train 1 magnesium hydroxide facility nearing completion, the existing Train 2 magnesium hydroxide feed system and other activated sludge modifications. . Budgeted effort includes 40 hours for for the collection of data.

032 Manual Compilation

With the materials collected, the Engineer will compile a comprehensive Aeration System chapter of the Operation Manual meeting the standards of previously submitted sections. Budgeted effort includes 120 hours for engineering development, 160 hours of word processing support, and 120 of preparation of reference figures and tabulations.

033 QA/QC

Engineer will conduct Internal Technical Review using the Engineer's quality assurance and quality control (QA/QC) plan.

TASK 061 – Sludge Digestion Operation Manual**061 Data Collection**

The Engineer will coordinate with the City, Clean Water 2020 and other pertinent parties, such as vendors and manufacturers, to collect any remaining information to complete the digestion operations manual consistent with the existing chapters and standards. This work will be coordinated with the contractor's completion of Digesters 1 and 2. Sixteen hours of effort is included for the collection of the data.

062 Manual Compilation

With the materials collected, the Engineer will work to finalize a comprehensive Sludge Digestion Chapter meeting the standards of previously sections. Budgeted effort includes 24 hours for engineering development and 40 hours of word processing support.

063 QA/QC

Engineer will conduct an Internal Technical Review using the Engineer's quality assurance and quality control (QA/QC) plan.

TASK 081 – Operator Training Program**081 Class Preparation**

Preparation of classroom materials, PowerPoints, examinations, etc. for use during instruction. The two existing PowerPoint presentations for the Mathematics and Miscellaneous training modules will be used with some slight modifications for new information.

082 Class Presentations

During this task the Engineer will be presenting the various training modules. The classes will be held in 4 hour duration, with each training module presented up to 5 times over a three day period. A five day window is budgeted to allow for training and travel time per training module. Each training class will also contain a multiple choice examination. BC will prepare a Class C and Class A certification examination to handle the new operators and the experienced operators.

Anticipated modules are:

- Module No. 1 – Mathematics
- Module No. 4 – Miscellaneous Treatment Systems (trickling filters, RBCs, stabilization ponds, etc.)

Deliverables

Each class participant will receive the classroom handouts and a copy of the PowerPoint slides. The City will also receive three (3) extra copies of the classroom handouts, tests, answer keys, employee score sheets, training rosters and PowerPoint slides.

TASK 110 – Project Administration and Coordination

111 General Project Administration

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

- Provide regular invoicing and schedule updates pertaining to Engineer's portion of the work to the City. Provide a detailed project schedule as requested.
- Provide regular progress reports.
- Invoice regularly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will utilize SharePoint provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.

112 Coordination Meetings

Progress meetings will be conducted with the City Staff when deemed beneficial to the on-going efforts, for the duration of the project.

113 PM Controlled Contingency

An allowance for relatively minor variations in scope that may arise during the performance of the work, such as higher than budgeted travel expenses or extended on-site visit durations that are deemed desirable by City Staff.

COMPENSATION

Compensation for services shall be on a time-and-expense basis. Time-related charges will be made in accordance with the rates in our current contract. Direct expenses and subcontractor services shall be computed as described in Brown and Caldwell's current contract. Interphase fee transfers are acceptable as authorized by the City. Our total fee proposal for this Purchase Order Effort is \$141,000.00, making the total amount authorized to date for this contract \$347,500.00. Not to Be Exceeded without Authorization by the City.

BUDGET ESTIMATE

Columbus, City of (ISC) - Advanced Operator Training Program - FY20					
State	Purchase Order Number	Quantity	Unit Price	Total Expense Effort	Total Effort
031	FY20 Operations Manual I	464	73,976	2,459	76,435
031	Aeration Data Collection	40	8200	2,459	11,659
032	Aeration Manual Preparation	400	60240	0	60,240
033	QA/QC	24	4536	0	4,536
061	FY20 Sludge Digestion Op	104	17,296	1,214	18,510
061	Data Collection	16	3680	1,214	4,894
062	Manual Compilation	64	9080	0	9,080
063	QA/QC	24	4536	0	4,536
081	FY20 Operator Training	184	22,792	4,958	27,750
081	Misc Systems Module Prep	12	2196	0	2,196
082	Class Presentation	40	8200	2,500	11,700
083	Mathematics Module Prep	12	2196	0	2,196
084	Class Presentation	40	8200	2,459	11,659
111	FY20 Administration	90	16,325	1,980	18,305
111	Project Administration	26	4784	0	4,784
112	Client Meetings	32	8704	330	7,034
113	PM Controlled Contingency	32	4835	1,650	6,487
GRAND TOTAL		762	130,380	10,820	141,000

RESPONSIBILITIES OF THE OWNER

The responsibilities of the City as described in Exhibit A are amended and supplemented as follows:

The City agrees to perform the following:

- Provide assistance in gaining access to all plant utilities for which services will be provided.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in the agreement.

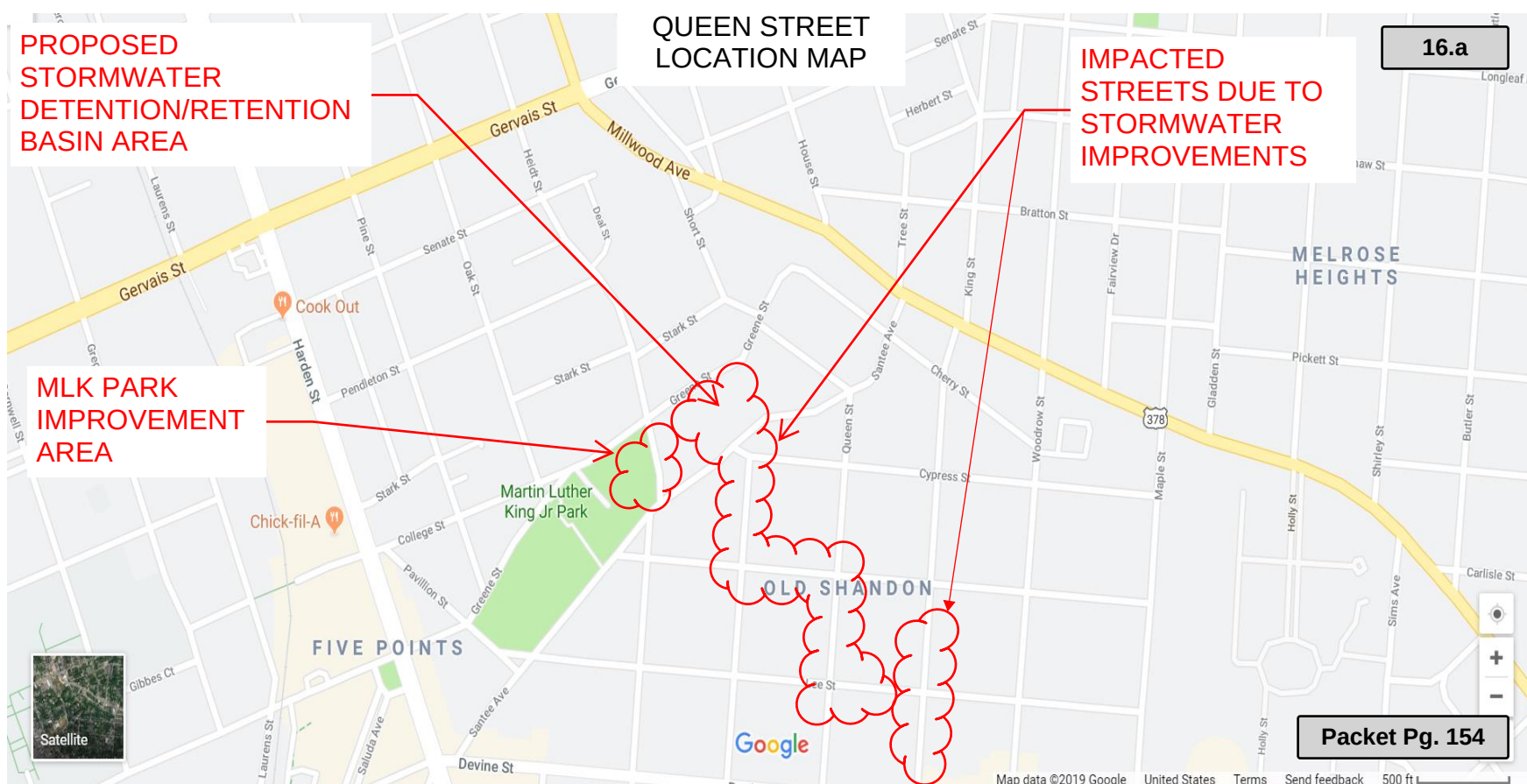
**PROPOSED
STORMWATER
DETENTION/RETENTION
BASIN AREA**

**QUEEN STREET
LOCATION MAP**

**IMPACTED
STREETS DUE TO
STORMWATER
IMPROVEMENTS**

16.a

**MLK PARK
IMPROVEMENT
AREA**





AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Agreement is being awarded under procurement method RFQ004-17-18-SSL Stormwater Professional Services SD8438 – Phase II.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Consultant"), to evaluate flooding within the Rocky Branch watershed. Localized flooding complaints in the Old Shandon neighborhood that have been recorded in addition to general flooding complaints concerning the Five Points neighborhood 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.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Notice to Proceed* and a valid *City of Columbia purchase order* for the term of two and a half (2.5) 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. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Contract Agreement shall not exceed Two Hundred Forty-Seven Thousand, Eight Hundred Dollars and No/100 (\$247,800.00).
- 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 E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

- C. Invoicing Procedure: See Exhibit F

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

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D. Prompt Payment to Subconsultants and Material Suppliers: See Exhibit G
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 Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements.

The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to

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such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

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

6. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined, attached hereto Exhibit C.
7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 27.6%.

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

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

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Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per 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 except for Worker's Comp and Professional Liability*.
- 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 to the extent caused by negligence of Consultant, its Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall be limited to, civil fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

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

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

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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

Black & Veatch Corporation

Name: Robert Osborne
Title: Project Manager
Address: 201 Brookfield Parkway, Suite 150
Greenville, SC 29607
Phone: 864-643-9164
Fax: N/A
Email: osbornerr@bv.com

16. **CONSENT DECREE** - N/A

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents,

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records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Consulting in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other

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

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

17. MISCELLANEOUS

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

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

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

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disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

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directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

BLACK & VEATCH CORPORATION

William J. Wells/
Associate Vice President William J. Wells Date: 12/4/2019
Print: Name/Title Signature

Recommended by:

Dana Higgins 12/6/19
Dana Higgins, P.E., LEED AP, Director of Engineering Date

Clint Shealy 12/12/19
Clint Shealy, P.E., Assistant City Manager for Columbia Water Date

Sandra A. Wright 12/13/19
Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts Date

APPROVED AS TO FORM

Amam Chye
Legal Department City of Columbia, SC

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Project Schedule

Exhibit D – Prime Business Information

Exhibit E – Subconsultant Business Form

Exhibit F– Invoicing Procedure

Exhibit G – Prompt Payment Affidavit

Exhibit H – MPP Implementation Plan

Exhibit I – Location Map

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SD8438

Queen Street Drainage & Detention – Phase II

Project Description: The purpose of the project is to evaluate improvements and provide technical consulting support to the City of Columbia (City) to evaluate flooding within the Rocky Branch watershed. Localized flooding complaints in the Old Shandon neighborhood have been recorded in addition to general flooding complaints concerning the Five Points neighborhood.

This scope of the CIP project entitled "SD8438" or "Queen Street Drainage & Detention" includes the preliminary design, final design, permitting, bidding, construction administration, and construction observation for improvements to address flooding issues within the Old Shandon neighborhood, most notably around the property at 814 Queen Street.

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

- Hydrologic/hydraulic modeling for stormwater drainage improvements,
- Hydrologic/hydraulic modeling for a stormwater detention/retention basin located at the intersection of Santee Ave and Cypress St. It is understood that the properties required for this detention area are in the process of being acquired by the City.
- Alternative analysis to further refine the features of the detention/retention basin.
- Preliminary and Final design documents for the drainage improvements and the detention/retention basin. It is assumed that a single plan set will be developed for the drainage improvements and the detention/retention basin. It is further assumed that the improvements included in this design will include the following:

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- Improvements generally conforming to Alternative 3B as described in the document "Queen Street Technical Memorandum," sealed and dated 4/1/2019, produced by Black & Veatch.
- Upsizing the existing 72" CMP located at the outfall to MIX Park by replacing it with a 6' x 7' concrete culvert box. It is assumed 250 ft. of existing 72" CMP will be replaced.
- Stream embankment improvements located downstream of the MLK Park outfall. It is assumed 100 ft. of stream embankment improvements will be required.
- Permitting, bidding, and construction phase services for the drainage improvements and the detention/retention basin.

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

Work shall begin upon execution of this Task Order. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

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

TASK 100 - EVALUATION AND DESIGN PHASE ADMINISTRATION

110. General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration. Consultant will:

- a. Participate in design review and construction progress meetings with the City as outlined.
- b. Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City.
- c. Provide a detailed project schedule within one week of execution of the Contract.
- d. Plan and perform project quality control and quality assurance.

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- e. Project Administration is assumed to terminate at the completion of Task 1000. If additional work is required outside of current scope, Project Administration activities may be extended.
- f. Provide monthly progress reports.
- g. Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120. Coordination Meetings

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

- a. Kickoff meeting
- b. Level I Design (30%) review meeting. This meeting will be held to review design alternatives for the stormwater detention/retention basin. Design alternatives will be presented to the City in a PowerPoint presentation provided by Consultant.
- c. Level 2 Design (60%) review meeting.
- d. Level 3 Design (90%) review meeting.
- e. One (1) pre-bid meeting.

130. Project Management & Coordination with the CITY

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

140. Public Outreach

Consultant will provide public relations for this project to include:

- a. Consultant will attend up to two (2) public drop-in meetings to review and discuss the drainage and detention/retention improvements. Public

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drop-in meetings will occur approximately at the Level I Design (30%) and Level 3 Design (90%) milestones.

- b. Consultant will use the City customer database to help the City identify and notify customers in the project area by using mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- c. Consultant will prepare all displays, handouts, and photo-realistic renderings needed for the meeting(s). It is assumed two (2) displays and two (2) photo-realistic renderings will be required for the public outreach meetings.

150. Mentor-Protégé Program

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

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

TASK 200 - PRELIMINARY PLANNING, INVESTIGATION, ENGINEERING AND ALTERNATIVE ANALYSIS

Preliminary Planning, Investigation, and Alternatives Analysis have been completed in a previous scope of services. Design of stormwater infrastructure improvements shall be based on the preliminary design included in Alternative 3B in the Queen Street Technical Memorandum by Black & Veatch dated April 1, 2019. Additional conceptual design services will be provided as detailed in Task 210.

210. Additional Conceptual Design

Detention/Retention Basin Alternative Analysis and Design Parameter Selection

Consultant will investigate options for the sizing and performance of the detention/retention basin area at the intersection of Santee Ave and Cypress Street. This alternatives analysis will determine the basic project features for the detention/retention basin such as permanent pool and approximate grading.

- a. It is assumed that a total of three (3) alternative approaches will be evaluated. These alternative approaches will evaluate anticipated flooding for a range of design storms, including the 2-, 5-, 10-, and 25-year events. A 100-year storm event will also be evaluated to simulate emergency detention conditions. Additional events and/or additional alternatives can be developed and evaluated as an additional service. The assumed alternatives include:
 - An open basin with maximized footprint and open bottom to allow infiltration.
 - An open detention basin that includes a shallow permanent pool to provide water quality benefits.
 - An open basin with a managed outfall including Real-time Controls (RTC).

220. Detention/Retention Basin Alternative Analysis Review Meeting

- a. Consultant will prepare a Detention/Retention Basin Alternatives Analysis PowerPoint presentation including the findings and recommendations for each basin alternative.
- b. Detention/Retention Basin Alternatives Analysis PowerPoint presentation will be presented to the City by Consultant at the Level I Design (30%) review meeting.
- c. Following the Level I Design (30%) review meeting, the City will notify Consultant in writing which detention/retention basin alternative they have selected. Consultant will then proceed with design. Changes to the design selection following this written notification may result in additional services to be negotiated.
- d. Consultant will work with the City to schedule and attend the first public drop-in meeting following the City's notification of the selected detention/retention basin alternative.

TASK 300 - SURVEY AND UTILITY MAPPING

Field investigations shall be conducted in support of plans preparation and final design.

310. Field Survey

- a. As a part of Task 210, Consultant shall conduct a reconnaissance level field survey evaluation for each alternative to characterize existing site conditions that may impact the constructability. In addition, a survey will be performed by Consultant's subconsultant within the project area to determine existing site conditions.
- b. Consultant shall coordinate with City and obtain permission from property owners to access private property prior to conducting survey. Consultant may send survey notification letters or contact property owners directly to obtain permission to access owner's property.
- b. All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods
- c. Horizontal datum shall be: SC State Plane Coordinates NAD83.
- d. Vertical datum shall be: NAVD 88.
- e. The surveyor will complete field surveying within the project area. All relevant visual or physical features within the project area will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Surveyor shall recover existing horizontal control monuments and establish GPS control points within the project area. Surveyor shall survey and locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area. Surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline repair or replacement. Significant rock outcroppings shall be identified.
- f. Delineated wetland boundaries as identified in the jurisdiction determination provided by Consultant's subconsultant shall be flagged in the field. Wetland boundaries shall be included in the electronic file and survey drawings provided by the surveyor. Consultant does not anticipate any project schedule impacts or permitting issues related to the jurisdictional determination or delineation of wetlands in the project area.

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- g. Consultant's surveyor shall locate and provide XYZ coordinates for existing sanitary and storm sewer manholes, existing sanitary and storm sewers (flowline at up and downstream ends), XYZ coordinates for other utilities within the survey extents including poles and aerial utilities. When elevation is not recoverable via traditional survey methods, it will be assumed the utilities themselves will provide location information. Where a pipe exits the survey area, flowline XYZ information will be provided at the next up- or down-stream manhole location.
- h. 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.
- i. Locate both horizontally and vertically: 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; trees of sufficient size that require protection according to applicable sections of the City of Columbia current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- j. Consultant shall, in areas where utility info is needed, obtain underground utilities as identified and marked in the field by the local utility locating service. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. Consultant shall contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. Consultant will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and City for field locating underground utilities.
- k. 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.

- I. Location of geotechnical borings shall be surveyed and included in the electronic survey files.
- m. The Consultant shall determine the necessary corridor to be surveyed for this project. Where the water and/or 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.
- n. From the survey data, the surveyor shall prepare final AutoCAD electronic files for use during design. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320. Property Research and Easement Exhibits

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

330. Stormwater Infrastructure Geodatabase

- a. Consultant will provide as-needed stormwater inventory and structure elevation surveying in the project area to update the previously submitted stormwater inventory geodatabase in accordance with City of Columbia Stormwater Drainage System Inventory Data Review and Collection Procedures. Stormwater inventory geodatabase was provided by Consultant at the completion of Phase I of SD8438.
- b. Consultant will conduct as-needed stormwater inventory for all visible storm drainage system structures (catch basins, curb inlets, junction boxes, inlets, outfalls) to update the previously submitted inventory geodatabase in accordance with City of Columbia Stormwater Drainage System Inventory Data Review and Collection Procedures. Stormwater inventory geodatabase was provided by Consultant at the completion of Phase I of SD8438. The stormwater inventory will consist of the following:
 - GPS location for all visible structures.
 - Type of structure.
 - Number and direction of inlet and outlet pipes.
 - Diameter and material of inlet and outlet pipes.
 - Measurement from invert of each inlet/outlet pipe to rim of structure.

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- Condition assessment of structure and connecting pipes, as visible from the surface (this does not include closed circuit video inspection of pipes or entry into confined spaces).
- Observations regarding sediment build up, trash accumulation, erosion issues, etc. Stormwater inventory assumes all structures are readily accessible. Consultant will make every effort to identify and inventory all structures, however, in the event conditions arise that make access to certain structures unsafe or infeasible, Consultant reserves the right to omit inventory of dangerous or inaccessible structures.

TASK 400 - GEOTECHNICAL INVESTIGATION

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

410. Field Investigation

- a. As a part of Task 210, Consultant shall conduct a reconnaissance level geotechnical evaluation for each detention/retention basin alternative to characterize geotechnical and geological site conditions that may impact the constructability. In addition, borings will be performed by Consultant's sub-consultant within the project area to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings will be performed as part of the geotechnical investigation.
- b. Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- c. Sub-consultant will obtain all permits required to conduct investigation on public right-of-way. City will obtain right of entry and investigation as required on private property.

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- d. This agreement assumes no hazardous materials or soils are on-site. If hazardous materials or soils are identified, they may require an amendment to this scope.

TASK 500 - FINAL DESIGN

Following the selection of a preferred detention/retention basin alternative in Task 210, the project will proceed into Final Design. Design of neighborhood drainage features may progress ahead of design for the detention/retention basin.

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

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

520. Utility Coordination

- a. Consultant will contact and meet if necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the construction of the new stormwater infrastructure improvements.
- b. Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530. Project Plans and Specifications

- a. It is anticipated that a single plan set will be developed that includes both the neighborhood drainage improvements and the detention/retention basin.
- b. Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the City to be used to solicit bids for the construction of the project.

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The Contract Documents shall consist of and include the following:

- Detailed plan and profile drawings on 24" x 36" plan sheets, 50-scale
 - For SD8438, a total of 53 plan sheets are anticipated;
 - 10 – Cover, notes, legend and abbreviations, key map, demolition
 - 10 – Plan & profile sheets, neighborhood drainage improvements
 - 10 – Plan & profile sheets, detention basin area
 - 3 – Plan & profile sheets, detention basin area
 - 5 – Inlet and outfall structure details
 - 2 – Roadway details
 - 12 - Erosion control details, general details, traffic control
 - I – Planting plan
 - Consultant anticipates producing the construction drawings in AutoCAD
 - Relevant features impacting construction as located by the survey
 - Design and construction details
 - Sediment and erosion control details
 - Relevant environmental features
 - Traffic control plans
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the City's standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - City will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- c. Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, one CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540. Regulatory Agency Coordination

- a. Consultant will contact and meet with City, County, State and Federal regulatory agencies to determine design parameters for construction of the improvements in accordance with regulatory requirements.
- b. Consultant will coordinate final design to comply with regulatory requirements.
- c. Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corp of Engineers — Wetlands
 - City of Columbia — Streets Division
 - City of Columbia — Stormwater
 - South Carolina Department of Transportation
 - Richland County — Roads

550. Opinion of Probable Construction Cost and Schedule

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

560. Design Reviews

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

will be provided to the City by the Consultant. Following the technical reviews, Consultant will make appropriate modifications to the construction documents.

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

TASK 600 - PERMITS AND PROPERTY

610. Property and Right-of-Way Assistance

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

620. Permits

- a. Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon City approval of the Level 3 Design (90%) completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the City of Columbia. The City is responsible for fees associated with the NOI approval process.
- b. Jurisdictional Determination and Nationwide Permit: The scope assumes a Jurisdictional Determination and Nationwide Permit Application to the US Corp of Engineers will be required. Jurisdictional Determination to identify wetlands located around the stormwater outfall at MLK Park and Nationwide Permit to be performed through Consultant's subconsultant. Once wetlands delineation and determination are complete, and upon City approval of the Level 3 Design (90%) completion documents, Consultant will submit a Nationwide Permit package for review and approval by the US Corp of Engineers; work with the US Corp of Engineers and assist the City in efforts to obtain the necessary permits and/or approvals; and furnish the US Corp of Engineers with the required number of copies of plans and specifications needed for review and approval. Consultant does not anticipate any project schedule impacts or permitting issues related to the US Corp of Engineers jurisdictional determination or nationwide permitting. The City is responsible for all fees associated with the wetland delineation and Nationwide Permit approval process.

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- c. Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the City of the Level 3 Design (90%) completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City and/or the SCDOT; work with the City of Columbia and assist the City in efforts to obtain the necessary permits and/or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The City is responsible for fees associated with the encroachment approval process (no fees are anticipated).
- d. Railroad Permits: This scope does not include railroad encroachment permits. If they are required, they can be added by amendment.

TASK 700 - BIDDING AND AWARD

710. Bidding Assistance

- a. Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- b. It is assumed the duration of the Bid Period will be forty-five (45) days and that the City will distribute the bid documents. An additional thirty (30) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.
- c. While formal prequalification is not anticipated, Consultant will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720. Award Recommendation

Consultant will review bids received and assist City in evaluating the bids and recommending award of the construction contract.

TASK 800 - ENGINEERING SERVICES DURING CONSTRUCTION

810. General Administration of Construction Contract

- a. Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services phases, Consultant shall record all observations to the assigned construction management project coordinator. Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the City Construction Coordinator. On behalf of the City, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the
 - Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - o One (1) pre-construction meeting.
 - Eight (8) construction progress meetings.

820. Submittal & Pay Application Review

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

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

840.Completion Monitoring & Documentation

- a. Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- b. Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant, may recommend, in writing, final payment to the Contractor 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

850. Periodic Construction Observation

- a. Construction Observation: Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine,

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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:

- b. This scope includes twenty-four (24) half day site visits for the purposes of Construction Observation.

TASK 900 - FULL TIME CONSTRUCTION INSPECTION

Full Time Construction Inspection is not included in this scope.

TASK 1000 - PROJECT CLOSEOUT

1010. Record Drawings

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

1020. Punch List and Final Inspection

See Task 840 of this agreement .

1030. O&M Submittals

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

1040. Final Notice of Acceptability of the Work

See Task 840 of this agreement.

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

1050. SCDHEC Permits to Operate

This scope assumes a SCDHEC Permit to Operate the new stormwater infrastructure will not be required.

TASK 1100 - ADDITIONAL SERVICES

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

I. General:

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

2. Environmental Assessment:

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

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

3. Testing:

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

4. Hazardous Environmental Conditions:

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

5. Permitting Fees.

6. Property Acquisition Assistance.

7. Closed Circuit Video Services

Space Intentionally Left Blank

CITY RESPONSIBILITIES

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

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

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

EXHIBIT B

**COMPENSATION
Queen Street Drainage & Retention
Phase II – SD8438**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$247,800.00. This includes \$68,448.00 of protégé tasks as well as \$1 1,700.00 of Subconsultant tasks. Consultant, Subconsultant, and per each tasks are clearly labeled in the chart below.

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

		CIP # SD8438		
Task	Description	Consultant	Subconsultant	Total
Task 100	Evaluation and Design Phase Administration	\$25,708	\$6,80	\$32,288
Task 200	Prelim Planning, Investigation, & Alt Anal	\$15,466	so	\$15 466
Task 300	Survey Data and Utility Mapping	\$12,662	\$12,700	\$25 362
Task 400	Geotechnical Investigation	\$693	\$6,000	\$6,693
Task 500	Final Design	\$61,025	\$10,892	\$71,917
Task 600	Permits and Property	\$2,773	\$28,439	\$31,210
Task 700	Bidding and Award	\$1,387	so	\$1,387
Task 800	Engineering Services During Construction	\$31,997	\$22,540	\$54,537
Task 900	Full Time Construction Inspection			
Task 1000	Project Closeout	\$8,940	\$0	\$8,940
	Total of Contract			\$247 800
	% of Contract to Subconsultants			4.7%
	% of Contract to Protégé			27.6%

Black & Veatch Corporation
 Queen Street Drainage & Detention
 (SD8438) Phase II

Exhibit D - PRIME BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

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

DUNS Number: _____

Select One: ☐ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes ___ or No ___

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ___ or No ___

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

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

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

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

Name/Title: _____

Phone Number: _____

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

Form Completed by: _____
Authorized Signature Date

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

Exhibit E

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved? Yes or No
Civil Engineering Services, Inc. 200 Park Street Suite 201, Columbia, SC 29201 DUNS-980785772 CAGE-4L6V7	Theresa Hodge (803) 779-0311	Consulting	\$88,448.00	27.6%	DBE	Yes
Summit Engineering Group	Jim Longshore (864) 949-1111	Surveying	\$5,700.00	2.3%		
Bunnell-Lammons Engineering (BLE)	Bill Mathews (864) 288-1265	Geotechnical	\$6,0000.00	2.4%		

TOTAL:

\$87,148.00

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

Business Name: Black & Veatch

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

Date: 7/9/2019

EXHIBIT F
INVOICING PROCEDURE

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

Exhibit G – Prompt Payment Affidavit

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Consultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Consultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Consultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Consultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Consultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Fleet Division Administrator.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II

Exhibit H



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-543-3049 Fax: 803-543-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 7/9/2019 Project Number: SD8438
Mentor: Black & Veatch Project Name: Queen Street
Protégé: Civil Engineering Consulting Services, Inc. Duration of the Project: 12 Months
Project Contract Amount: \$247,800.00 Protégé Amount: \$68,448.00

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

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

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

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

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

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-643-3049 Fax: 803-643-4180

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

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

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

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

Protégé: Key personnel includes Russell Howell. CBOS currently has the equipment, materials, and insurance to perform the project.

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

Special Arrangements: None required.

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

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

Black & Veatch Corporation
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(SD8438) Phase II



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Compliance Division
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Phone: 803-545-8049 Fax: 803-545-4130

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

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

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

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

Evaluation and Concept Phase Administration - 4 Months
Preliminary Planning, Investigation, and Alternative Analysis - 1 Month
Survey and Utility Mapping - 0.5 Months
Geotechnical Investigation - 0.5 Months
Final Design - 3 Months
Permits and Property - 1 Month
Bidding and Award - 1 Month
Engineering Services During Construction - 4 Months
Project Closeout - 0.5 Months

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

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

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

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II



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Goals include:

Deliver final design documents on-time and on budget.
Work together to permit the project with regulatory agencies.
Work together to provide construction administration services.

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

Project meetings with design team will include:

Kickoff meeting

Level 1 (30%) Design Review Meeting

Level 2 (60%) Design Review Meeting

Level 3 (90%) Design Review Meeting

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

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

Invoice and payments to be made on a monthly basis.

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	HFP, MBE, WBE, SBE	Percentage of Contract
Summit Engineering Group	804-349-1111	9001 Warren H Abernethy HWY, Spartanburg, SC 29301	Black & Veatch	\$5,700	No	23%
Barnes-Leonore Engineering (BLE)	804-388-1255	6004 Penders Court, Greenville, SC 29605	Black & Veatch	\$1,000	No	24%

Black & Veatch Corporation
 Queen Street Drainage & Detention
 (SD8438) Phase II



CITY OF COLUMBIA

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12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$68,448.00 (\$0 contingency)

Percentage of Contract: 27.6% (Minimum of 20% of total contract amount is required)

Black & Veatch Corporation
Queen Street Drainage & Detention
(SD8438) Phase II



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch (Mentor Firm) this 10 day of July, 2019
Corporate SEAL.

By: William J. Wells, P.E.

Title: Associate Vice President

ATTEST:

By: Amy L. Segehurst

Title: Administrative Assistant

EXECUTED by CECS, Inc. (Protégé Firm) this 9 day of July, 2019.
Corporate SEAL.

By: Curtis

Title: President

ATTEST:

By: Suzanne Howell

Title: Executive Asst.

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 23 day of AUGUST, 2019.

By: Julia M. Melly

Title: Compliance Administrator

Exhibit A

Requisition # R201179 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Engineering Division,
(1)
engineering services to perform the detailed scope outlined in the attached documents for project SS7485 -
(2)

Hydraulic Recalibration and CIP Development for the City of Columbia's wastewater system.

as a sole source procurement from Hazen and Sawyer
(3)

based upon the following justifications: The purpose of this contract is to continue Hazen and Sawyer's
(4)

engineering services initiated in FY17/18 and continued through FY18/19 for SS7485 - Model Recalibration and CIP

Development for the City of Columbia's wastewater system. The cumulative not to exceed budget for FY 19/20 is \$744,916

The total anticipated amount for this project from FY 17/18 to FY 19/20 is \$1,579,612. For a detailed

description of the scope and justification for this project the attached documents.

This sole source is valid through June 30, 2020

Amount \$ 744,916

#820,203 AT

Utilities and Engineering,
Department

[Signature]
*Form must be routed in
the order of the signatures*

[Signature]
Signature of Department Head

9/30/19
Date

[Signature]
Signature of Purchasing Agent

9/30/19
Date

[Signature]
Signature of Finance Director

10/4/2019
Date

[Signature]
Signature of Asst. City Manager

10/7/19
Date

[Signature]
Signature of City Manager

10-10-19
Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



Hazen and Sawyer
1122 Lady Street, Suite 1230
Columbia, SC 29201 • 803.779.0001

**Exhibit B
TO
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR
SS7485 - Model Recalibration and CIP Development**

SCOPE OF SERVICES

Task 1 – Hydraulic Model Update:

The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). The following items will be completed as part of this task:

- 1.1 Hazen will conduct a Project Kickoff Meeting to review project scope, schedule, and budget. The Kickoff meeting shall include a discussion with the City, Program Manager, and Hazen to identify critical success factors for the project. The critical success factors will be reviewed over the course of the project. During this meeting, work to be performed under this task will be reviewed.
- 1.2 Hazen will update the size and alignment of pipes and manholes in the model based on the City's latest GIS files, recent record drawings, and best available information provided by the CleanWater 2020 Program. The model shall include the physical facilities of the Influent Pump Station and the EQ basin at the WWTP, the Saluda Pump Station storage facility, and the proposed Crane Creek Storage facility.
- 1.3 Hazen will identify issues with the GIS information regarding pipe connectivity and pipe inverts as they are encountered during development of the model update and provide the City assistance with integrating the correction of these issues into the model.

- 1.4 Hazen will revise the sanitary sewer system service area (City of Columbia, West Columbia, Fort Jackson, and East Richland County Public Service District) based on changes since the original model development. Ni America has been removed from the Columbia System. This change will be reflected in the model update once calibration is complete (Flow meter data for model calibration was collected while Ni America was actively sending flow to the City System)
- 1.5 The City will provide information on the areas in the system that that had high levels of sediment identified in the CCTV inspections and/or multi-sensor inspections. These areas will be incorporated into the model calibration to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with sediment depth.
- 1.6 The City will provide information on the areas in the system that that had high levels of I/I and where I/I sources were identified based on field inspection. These areas will be incorporated into the groundwater model or hydraulic model to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with infiltration estimates summarized per pipe segment.
- 1.7 Hazen will conduct a meeting to discuss the current setup and operation of pumps with O&M staff. The City will provide information related to the pump station operation during calibration periods. The City will provide SCADA records that overlap with the selected calibration periods (refer to Task 2). Hazen will bring attention to and resolve discrepancies between operating procedures identified by staff and SCADA records provided by the City. The City will also provide information about future pump station operation if any changes from the current set up are anticipated.
- 1.8 Once the revisions to the physical model are complete, Hazen will conduct a meeting with City Staff from Engineering, WWTP, and operations to review the hydraulic model in detail including: gravity pipes, modeled pump stations total and firm capacity, force mains, and EQ basin operation.
- 1.9 **Technical Memorandum No. 1 - Model Development Technical Memorandum:**
 - Hazen will submit a draft Technical Memorandum No. 1 for review.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 1 after incorporating comments.

Hazen

Task 2 – Flow Monitoring Evaluation:

The purpose of this task is to review the 2016 flow monitoring data and make a recommendation on the need for gauge-adjusted radar rainfall data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. The following items will be completed as part of this task:

- 2.1 Hazen will conduct a Task 2 kickoff meeting to review the goals and objectives for this task.
- 2.2 Hazen will analyze 2016 rainfall and flow monitoring data and make a recommendation to the City on the need for gauge-adjusted radar rainfall data.
- 2.3 An allowance of \$30,000 is set aside in this task for the purchase of gauge adjusted radar rainfall data.
- 2.4 Hazen will complete the following as part of the 2016 Flow Monitoring Data Analysis:
 - The data will be analyzed to identify areas susceptible to RDI/I and determine appropriate flows for input to the hydraulic model. The data analysis approach includes the following steps.
 - Step 1: The wastewater flows will be divided into three components that make up the total flow hydrograph showing the quantities of wastewater over a period of time:
 - Base wastewater flow (BWVF): Domestic wastewater from residential, commercial, and institutional (schools, churches, hospitals, etc.) sources, as well as industrial wastewater sources.
 - Groundwater infiltration (GWI): Groundwater entering the collection system through defective pipes, pipe joints, and manhole walls, which is a function of the groundwater table above the pipelines, the percentage of the system that is submerged, and the physical condition of the sewer system.
 - Rainfall dependent inflow/infiltration (RDI/I): Storm water that enters the sanitary sewer system in direct response to the intensity and duration of rainfall events.
 - Hydrograph decomposition is a method of estimating the different components of flow and may be used to analyze flow monitoring data to estimate BWVF, GWI, and RDI/I flow components. An average base flow hydrograph for a typical weekday and weekend day will be developed from the recorded data for dry-weather conditions. To determine the RDI/I component for each storm event, the typical base flow hydrographs will be subtracted from a wet weather hydrograph. Hazen will note any cross-country pipes that may potentially be a source of high groundwater values.

Hazen

- Step 2: The base flow hydrographs determined from Step 1 will be used to calculate the average and peak daily dry-weather flow in each sewershed. GWI will be estimated by examining the minimum nighttime flows when most base wastewater flows would be very low. The average dry-weather infiltration rate, in gallons per day per inch-diameter mile, will be calculated.
- Step 3: In order to prioritize the sewersheds in terms of their RDI/I contribution, three factors will be considered: R-value, peak wet-weather flow factor, and RDI/I per linear foot of sewer.

- 2.5 Hazen will characterize the 2012, 2015, and 2016 flow monitoring periods based on rainfall, groundwater levels, WWTP flows, and other relevant factors. Hazen will then compare flows among the different flow monitoring periods and comment on the differences to benchmark recent historical flows.
- 2.6 Hazen will review and summarize the 2014, 2015 and 2016 flow data, pump station information including run times and mag meter information, and smart manhole cover information., Hazen will present the summary and make a recommendation for which data set and storm events should be used for model calibration and verification. Different data sets may be used for different portions of the system.
- 2.7 A meeting will be held to review I/I analysis and recommendations for model calibration / verification. The I/I analysis will be based on the methodology described in the three steps mentioned above.
- 2.8 Hazen will perform RTK analysis on the dataset to be used for calibration using the triple hydrograph method to describe the fast, moderate and slow flow response to rainfall.
- 2.9 A meeting will be held to review the calculated RTK values determined above.
- 2.10 **Technical Memorandum No. 2A – 2016 Flow Meter Analysis:**
- Hazen will submit a draft Technical Memorandum No. 2A for review.
 - Hazen will finalize the Technical Memorandum No. 2A after incorporating comments from Clean Water 2020 and the City.
- 2.11 **Technical Memorandum No. 2B – Recommendations for Model Calibration Flows:**
- Hazen will submit a draft Technical Memorandum No. 2B for review.

Hazen

- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 2B after incorporating comments.

Task 3 – Model Recalibration:

Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from the efforts in Task 2. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of model parameters to match calculated and observed conditions. The model will be calibrated to meet accuracy standards established below. The RTK method, and the groundwater modules within InfoWorks, will be used as necessary in order to achieve the goals and meet the calibration and verification standards.

- 3.1 Hazen will conduct a Task 3 kickoff meeting to review the goals and objectives for this task. It is intended that this meeting will be held in conjunction with the RTK review meeting described in Task 2. The content of the meeting will include presentation of the proposed calibration and validation storm events. Hazen will also present the proposed calibration and validation criteria for dry and wet weather flow for review and comment.
- 3.2 It is assumed that the model will be recalibrated to a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available. The model will be recalibrated first for dry weather conditions and then to observed wet-weather events.
- 3.3 The City will provide information, if available, on manholes that were submerged during certain calibration events.
- 3.4 Hazen will review calibration and validation criteria from previous efforts. The goals for model calibration (i.e., agreement between modeled and observed conditions) will be a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available to meet WaPUG standards. It is understood that the number of events used for calibration and verification may vary depending upon the number of observed events available in the flow record. If portions of the model cannot be calibrated within these goals, the discrepancies will be discussed with the City and then resolved in agreed upon methodology.

Hazen

3.5 Calibration and validation will consider the following data sources:

- Temporary and permanent flow metering data
- Smart manhole depth data,
- Critical manhole measurements
- Pump station flow and run time data for modeled pump stations.
- Flow monitoring data on the influent pump station (IPS) provided by the City and flows through the WWTP
- Locations of reported SSOs during the flow monitoring period
- Use of EQ Storage (WWTP and Saluda River Pump Station) during the flow monitoring period,
- Sediment data from RedZone multi-sensor inspections

3.6 Hazen will develop individual procedures for each major pump station (5 pump stations) for testing and will accompany City staff during one test of a major pump station for actual operational, flow and pressure data. The purposes of this procedure is to provide information concerning the current operating conditions of the pumps (i.e., flow, head, and efficiency), confirm station and piping dimensions relevant to pump station hydraulics, assess the stations for issues that may be adversely impacting pump performance, confirm current pump controls (e.g., wet well operating level setpoints, VFD speed setpoints/ranges, pump operating combinations, sequence of pump starts/stops, other control variables, etc.), and to collect any other information needed to validate the model representation of the pump stations. Prior to the field testing, Hazen will coordinate with the City to gather all relevant, available information (including documentation of existing control strategies) and identify any additional information that needs to be collected or verified during the field visit. The information collected during the field testing will then be used to adjust the model parameters to represent current operating conditions, and to gauge overall pump station operation and pump performance—including performance during dry weather and under 2-year peak flow stressed conditions. Also, the testing procedure will be revised as warranted based on feedback from the field testing of the first pump station. In addition to the testing procedure, Hazen will provide the City with the following:

- Recommend pump station maintenance or improvements to address issues observed in the field to be significantly reducing pumping capacity (e.g., leaking check/control valves)
- Assessment of force main hydraulics, including identification of potential air binding or other impacts on pumping capacity

Hazen

- Assessment of current performance of the pumps individually and in combinations (including full speed and reduced-speed operation), including overall assessment of the station operation as a unit
 - Operational review of existing conditions, control strategies, and pump performance under the full range of expected operating conditions—evaluate opportunities to increase pump station effectiveness and efficiency, including modified control strategies
 - Recommend operational changes in the form of a technical memorandum (electronic format plus one hard copy) to improve operation, performance, and efficiency of the pump station for:
 - Current dry-weather conditions
 - Current 2-year wet-weather conditions
 - The City will provide a review of the recommended changes and provide comments back to Hazen.
 - Hazen will update the physical representation of the pump station, pump curves, pump controls, and other parameters in the model, then review and test the recommended operational changes in the model and provide a final recommendation to be implemented and tested in the field by the City.
- 3.7 A dry-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the areas where the groundwater model was applied.
 - Present the groundwater model, including how the model was developed and what impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Dry weather flow calibration results by meter location (peak flow, volume, depth). Results shall be presented as a time series of depth, velocity, and discharge for a full week.
 - Present system capacity during existing dry weather calibration:
 - color coded maps showing the fraction of pipe capacity utilized during peak dry weather flow
 - summary of average and peak dry weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of force main velocity for each modeled force main during average dry weather flow, peak dry weather flow, and during the calibration/verification events.

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- summary of the average dry weather flow to the WWTP compared to the WWTP effluent and historical data
 - The workshop shall also include a recommendation on the wet weather events to be used in calibration.
- 3.8 A wet-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the R values used in model calibration, identify areas where the groundwater model was applied.
 - Present the groundwater model, the impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Wet weather calibration results by meter location (peak flow, volume, depth). Hazen will present a time series plots of depth, velocity, and discharge for three storms, as well as peak depth, velocity, discharge, and total volume scatterplots for all storms monitored over a metering program.
 - Present system capacity during existing wet-weather calibration events:
 - color coded maps showing the pipe capacity during the model calibration and verification events. Surge maps.
 - color coded maps showing depth of flow during the model calibration and verification events
 - summary of peak wet weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of the peak flow to the WWTP compared to the WWTP effluent and historical data
 - summary of force main velocity for each modeled force main during peak wet weather flow
 - Verification should include selected historical records and be presented as a time series of depth, velocity, and discharge data.
 - Present system capacity during key calibration and verification storm events

Hazen

3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 3 documenting the calibration process for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 3 after incorporating comments.

Task 4 – Sewer Flow Projection Update

The purpose of this task is to review and update any changes in the growth projections based on new information and planning trends since the 2012 model development. The following tasks will be performed:

- 4.1 Hazen will conduct a meeting to kickoff the task and review the process for updating the flow projections. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. As part of this meeting, Hazen will identify the flow projection components that are recommended for updates based on new conditions.
- 4.2 Hazen will review water consumption data trends and will confer with the City and Clean Water 2020 about whether wastewater flows are expected to follow the water trends.
- 4.3 A flow projection workshop with City staff will be conducted to review the revised future dry weather flows. This workshop will present and discuss:
 - Existing, 2020 (Current), 2030, 2040, and buildout flows for the collection system by sub-basin and total to the WWTP.
 - Industrial flows and how this impacts the flow in each future scenario
 - Current and future flows from outside areas (West Columbia, Fort Jackson, etc.) and where these flows will be loaded into the system.
- 4.4 **Technical Memorandum No. 4 – Flow Projections Technical Memorandum**
 - Hazen will submit a draft Technical Memorandum No. 4 documenting the revised sewer flow projections.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.

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- Hazen will finalize the Technical Memorandum No. 4 after incorporating comments.

Task 5 – Capacity Analysis

The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of available capacity. The following tasks will be performed:

- 5.1 Hazen will conduct a meeting to kickoff the task. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. The meeting will include:
 - A discussion of how the City wants to evaluate the future dry weather flows (for example - with/without industrial flows in Crane Creek)
 - A discussion of design storms to be considered (historical and synthetic). A revised historical design storm may need to be selected that has a higher peak hour rainfall intensity than the previous modeling effort.
 - Review the process for evaluating the design storm flows and determining if the storm produces flows that are seen in the system on a 2-year frequency.
 - A discussion of the criteria used to trigger hydraulic improvements in dry weather and in wet weather. Criteria should include pipe capacity, pump station capacity, and force main velocity
 - A discussion of the criteria used to size hydraulic improvements (i.e., what are the pipes, pump stations, force mains going to be sized to convey)
- 5.2 Hazen will develop flows for the design storms (five (5) historical and three (3) synthetic) for the current sewer system conditions. Hazen will perform a comparison to see if the flows produced by the 2-year design storms align with those observed on average once in two years in the system. Analysis will be based on available data (permanent flow monitoring, pump station flow meters, WWTP influent and effluent flows, locations of SSOs, and smart cover manhole data).
- 5.3 Hazen will conduct a Design Storm Workshop with the City to discuss the results of the design storm evaluation. The analysis and recommendations will be documented in a memorandum for the City's review. The purpose of the meeting and memorandum is to determine the design storm(s) to be used in the capacity analysis.
- 5.4 **Technical Memorandum No. 5A - Design Storm Technical Memorandum**
 - Hazen will submit a draft Technical Memorandum No. 5A documenting the review of the historical and synthetic rainfall analysis

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- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 5A after incorporating comments.
- 5.5 Hazen will perform an Existing System Capacity Analysis for peak existing dry weather flow, selected historical storms and selected design storms. For each model run the following will be presented:
- Color coded maps showing fraction of pipe capacity utilized
 - Flow to the pump stations compared to the firm capacity (including the WWTP influent PS)
 - Pump station run time during storm event
 - Summary of the EQ volume used at all storage units in the collection system and at the WWTP
- 5.6 Hazen will perform Future Capacity Analysis for the following model runs.
- 2020 (existing), 2030, 2040, and Buildout for Dry Weather Conditions
 - 2020 (existing), 2030, 2040, and build-out with design storm wet weather conditions using the selected design storm.
- 5.7 For each model run the following will be presented:
- Color coded maps showing fraction of pipe capacity utilized
 - Flow to the pump station compared to the firm and total capacity (including WWTP influent PS)
 - Force main velocity
 - Pump station run time during storm event
 - Summary of the EQ volume used at all storage units in the collection system and at the WWTP
- 5.8 Unless otherwise directed, Hazen will utilize the buildout design storm flows model for the sizing of system improvements.
- 5.9 Hazen will conduct a meeting with the City to discuss the results of the capacity analysis.

5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 5B documenting the sewer system capacity analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 5B after incorporating comments.

Task 6 – Alternatives Analysis

Based on the results of the capacity assessment modeling, alternatives to eliminate system capacity issues will be reviewed with City Staff and vetted with the hydraulic sewer model. A planning level capital cost will be developed based on current values for construction for each alternative to be evaluated. The improvement alternatives will then be planned based on the timing of the need and required capital cost. The following specific items will be performed under this task:

- 6.1 Hazen will conduct a meeting to kickoff the task and review the work to be performed. A review of the hydraulic restrictions in each basin will be presented and a list of the system-wide alternatives to be considered will be discussed. Improvement options to be considered include pipe upgrades, pump upgrades, EQ storage, in-line storage, RDI/I reduction, and conveyance/storage tunnels. Alternatives will focus on maximizing existing assets through rehab. Alternatives will evaluate different levels of I/I reduction. City and CleanWater 2020 will comment on the list of alternatives.
- 6.2 I/I Reduction in sub-basins identified as having high I/I will be considered as part of the improvement alternatives. The sub-basin selection and I/I reduction assumptions, including the feasible percent-reductions to be considered within each basin, will be reviewed with City and CleanWater2020 staff. Sub-basin selection will consider GWI and RDI/I reduction. Identification of sub-basins will consider flow monitoring results, areas identified by the City or through CCTV inspection that have high GWI, or areas identified as having a high GWI influence through the groundwater model. The results of the size and cost of the improvements with and without I/I will be documented and the comparison shared with the City.
- 6.3 **Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options**
 - Hazen will submit a draft Technical Memorandum No. 6A documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6A after incorporating comments.

Hazen

- 6.4 Alternatives shall include an estimated flow trigger in addition to a recommendation based on a time period. Hazen will confer with the City and the Clean Water 2020 Program to develop a flow trigger (or condition such as run time) for pipes, pump stations, and force mains.
- 6.5 Hazen will develop system-wide improvement alternatives based on the 2040 flow conditions and the selected design storm. Alternatives shall include a “send everything to the WWTP scenario”. Each alternative will include the following:
- A systemwide map of the improvements and a description of each pipe, pump, and force main project within the alternative.
 - Peak hour flows to key locations in the system including modeled pump stations, WWTP influent pump station, and each storage facility
 - Peak hour velocity in force mains
- 6.6 Meet with the City to review the alternatives developed and the components of each alternative. The Workshop shall include a comparison of the components of each alternative and discussion of pros and cons. During the workshop, the set of alternatives for developing cost estimates will be identified. The workshop shall include a discussion of the planning level unit costs for the improvements. Unit costs in recent City and SC area bid tabs shall be used to validate planning level costs.
- 6.7 **Technical Memorandum No. 6B – Alternatives Review**
- Hazen will submit a draft Technical Memorandum No. 6B documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6B after incorporating comments.
- 6.8 As a check on the selected alternative, Hazen will run 20 years of representative rainfall through the model and determine how the system performs in terms of frequency of overflows and level of surcharge. Hazen will determine the average annual activation rate for the improvements.
- 6.9 Following the meeting, the selected alternatives will be further developed including:
- Utilization analysis for each existing and proposed storage tank including hours active per year and/or frequency of filling
 - Capital and O&M cost of each improvement

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- Total alternative cost
- 6.10 Hazen will meet with the City to review the cost of the selected alternatives. The workshop shall include a comparison of the alternative components and a discussion of the pros and cons. The goal will be to select a system wide improvement alternative. More than 1 alternative may be selected for phasing as the final alternative selection may be based on the phasing costs.
- 6.11 Following the meeting, the selected system-wide improvement alternative(s) will be phased. Projects shall be phased in a minimum of 5-year increments starting in 2020. Figures will be created to show the status of the system before and after improvements are implemented.
- 6.12 A meeting will be held with the City to present the results of the phasing.
- 6.13 **Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum**
 - Hazen will submit a draft Technical Memorandum No. 6C documenting the proposed capital improvements plan.
 - The TM shall contain a business case for each project
 - Note that it is assumed that no separate EPA deliverables will be required that require multiple revisions and/or legal review.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6C after incorporating comments.
- 6.14 100 hours are budgeted for previous TM revisions and updates to correspond to final recommendations. This time shall be used at the City's discretion as needed.
- 6.15 Hazen will provide an electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenarios.

Task 7 – Support Services

- 7.1 On an as-needed basis and as directed by the City, H&S will provide engineering support including, but not limited to, the following types of basic services:
 - Assist with the preliminary and final design efforts of projects performed by other consultants
 - Determine capacity impacts of proposed new development or changes in study assumptions on downstream pipes and pump stations

- Refinement of Study improvement alternatives based on new information
- Addition of smaller diameter pipe to the hydraulic model where requested by the City
- Support City's capacity assurance program as required to meet sewer permitting requirements
- Modeling support as requested by the City to review and evaluate alternative growth scenarios and larger sewer flow requests with the sewer hydraulic model.
- Sanitary sewer overflow (SSO) diagnostics support when SSOs are caused by wet weather events. Examples of support efforts include: storm event classification, critical manhole identification, root cause analysis

Summary of Deliverables:

- Technical Memorandum No. 1 – Model Development Technical Memorandum
- Technical Memorandum No. 2A – 2016 Flow Meter Analysis
- Technical Memorandum No. 2B – Recommendations for Model Calibration Flows
- Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum
- Technical Memorandum No. 4 – Flow Projections Technical Memorandum
- Technical Memorandum No. 5A – Design Storm Technical Memorandum
- Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum
- Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options
- Technical Memorandum No. 6B – Alternatives Review
- Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum
- Electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenario



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**Exhibit C
TO
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR
SS7485 - Model Recalibration and CIP Development
Budget**

The work to be performed for this Amendment 6 of the Wastewater Collection System Sewer Model and Capacity Assurance Program as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$1,654,900. The estimated fee is broken out as follows:

Task 1 – Hydraulic Model Update:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 1 – Hydraulic Model Update										
1.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
1.2 Model Update (Pipe sizes, Pump Stations and Elevations)		40	40	140	80	100	400	\$60,180		\$60,180
1.3 GIS Review for Model Update		4	45		78	74	201	\$25,288		\$25,288
1.4 Service Area Update		2	16			24	42	\$6,238		\$6,238
1.5, 1.6 Pipeline Sediment / RDII Review		4	10	16	16	16	62	\$9,220		\$9,220
1.7 Operational Review Meeting		4	8		16		28	\$4,396		\$4,396
1.8 Physical Model Review Meeting		8	16		16	8	48	\$7,632		\$7,632
1.9 Technical Memorandum No. 1 - Model Development Technical Memorandum										
Draft TM	2	8	80			40	130	\$21,424		\$21,424
Final TM		4	40			40	84	\$12,932		\$12,932
Expenses										\$5,000
Subtotal – Task 1	2	78	263	164	206	302	1015	\$150,810		\$155,810



Task 2 – Flow Monitoring Evaluation:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 2 – Flow Monitoring Evaluation										
2.1 Task - Kickoff Meeting		4	8				12	\$2,252		\$2,252
2.2, 2.3 Review 2016 Rainfall and Flow Monitoring Data		4	8	24	16		52	\$8,140	\$30,000	\$38,140
2.4 2016 Flow Monitoring Data Analysis		20	40	40	120	40	260	\$38,500		\$38,500
2.5 Characterize the 2012, 2015, and 2016		8	8	4	20		40	\$6,368		\$6,368
2.6, 2.7 Review Meeting for I/I Analysis and Recommendations for Model Calibration		8	20	40	40	20	128	\$19,284		\$19,284
2.8 RTK Analysis		8	8	16	90	20	142	\$20,080		\$20,080
2.9 Review Meeting for RTK Analysis		8	16	24			48	\$8,248		\$8,248
2.10 Technical Memorandum No. 2A – 2016 Flow Meter Analysis										
Draft TM	2	8	80	8	24	40	162	\$25,888		\$25,888
Final TM		4	40			16	60	\$9,980		\$9,980
2.11 Technical Memorandum No. 2B – Model Calibration and Verification Recommendations										
Draft TM	2	8	80	8	24	20	142	\$23,428		\$23,428
Final TM		4	40			16	60	\$9,980		\$9,980
Expenses										\$2,500
Subtotal – Task 2	4	84	348	164	334	172	1106	\$172,148	\$30,000	\$204,648

Task 3 – Model Recalibration:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 3 – Model Recalibration										
3.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
3.2, 3.3 Data Compilation and Review			16	8	8	8	40	\$6,184		\$6,184
3.4 Establish Calibration Criteria		2	2	8			12	\$2,014		\$2,014
3.4, 3.5 Dry-Weather Calibration		10	20	400		80	510	\$77,870		\$77,870
3.4, 3.5 Wet-Weather Calibration		10	20	1140	24	80	1274	\$196,526		\$196,526
3.6 Procedure and Participate in Pump Station Testing		12	80	80		16	188	\$31,284		\$31,284



3.7 Dry-Weather Calibration Workshop		8	16	40			64	\$10,744		\$10,744
3.8 Wet-Weather Calibration Workshop		4	8	80			92	\$14,732		\$14,732
3.8 Current Capacity Analysis During Wet-Weather Events		8	16	80	20	20	144	\$22,124		\$22,124
3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum										
Draft TM	2	8	100	8	24	40	182	\$29,488		\$29,488
Final TM		4	40			16	60	\$9,980		\$9,980
Expenses										\$5,000
Subtotal – Task 3	2	70	326	1852	76	260	2586	\$404,446	\$0	\$409,446

Task 4 – Sewer Flow Projection Update:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 4 – Sewer Flow Projection Update										
4.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
4.2 Review Water Consumption Data		8	40	8	16	40	112	\$17,136		\$17,136
4.2 Revise future dry weather flows		4	100	16	60	38	218	\$34,022		\$34,022
4.3 Flow Projection Workshop		4	20	8			32	\$5,660		\$5,660
4.4 Technical Memorandum No. 4 – Flow Projections Technical Memorandum										
Draft TM	2	8	80		40	40	170	\$26,784		\$26,784
Final TM		4	20			16	40	\$6,380		\$6,380
Expenses										\$500
Subtotal – Task 4	2	32	268	40	116	134	592	\$93,482	\$0	\$93,982

Task 5 – Capacity Analysis:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 5 – Capacity Analysis										
5.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
5.2 Design Storm Review		20	24	80		60	184	\$28,240		\$28,240
5.3 Design Storm Review Workshop		8	16	16			40	\$7,000		\$7,000
5.4 Technical Memorandum No. 5A - Design Storm										
Draft TM	2	8	40	20		40	110	\$17,344		\$17,344
Final TM		4	20	10		16	50	\$7,940		\$7,940
5.5 Existing System Capacity Analysis (incl. Map		80	20	120		40	260	\$43,480		\$43,480



Development and Equalization Analysis)										
5.6, 5.7, 5.8 Future Capacity Analysis (incl. Map Development and Equalization Analysis)		60	40	200		40	340	\$55,500		\$55,500
5.9 Meeting to Discuss Capacity Analysis		8	12				20	\$3,784		\$3,784
5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum										
Draft TM	2	8	60	40	24	80	214	\$32,200		\$32,200
Final TM		4	20	20		40	84	\$12,452		\$12,452
Expenses										\$1,500
Subtotal – Task 5	4	204	260	514	24	316	1302	\$211,440	\$0	\$212,940

Task 6 – Alternatives Analysis:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 6 – Alternatives Analysis										
6.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
6.2 I/I Reduction Evaluation and Improvement Options Identification		20	40	100		60	220	\$34,240		\$34,240
6.3 Technical Memorandum No. 6A – Improvement and RDII Reduction Options										
Draft TM	2	20	80	20		40	162	\$26,980		\$26,980
Final TM		10	40	10		16	76	\$12,758		\$12,758
6.4, 6.5 Alternatives Analysis and Flow Triggers		8	40	160			208	\$33,784		\$33,784
6.6 Alternatives Analysis Review Workshop		8	16	16		16	56	\$8,968		\$8,968
6.7 Technical Memorandum No. 6B – Alternatives Review										
Draft TM	2	20	80	20		40	162	\$26,980		\$26,980
Final TM		10	40	10		16	76	\$12,758		\$12,758
6.8 Long-Term Simulation for System Improvements		2	4	80			86	\$13,606		\$13,606
6.9 Alternatives Utilization Analysis and Cost Development (Capital and O&M)		20	80	80		40	220	\$35,860		\$35,860
6.10 Alternatives Utilization Analysis and Cost Development Review Workshop (Capital and O&M)		8	16	16			40	\$7,000		\$7,000



Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
6.11 Alternatives Phasing Development and Flow Triggers		10	40	40		40	130	\$20,390		\$20,390
6.12 Alternatives Phasing Development Review Workshop		8	16	16			40	\$7,000		\$7,000
6.13 Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum										
Draft TM	4	20	120	20	40	120	324	\$49,860		\$49,860
Final TM		10	80	10	16	40	156	\$25,054		\$25,054
Business Cases		4	40	8	16	24	92	\$14,356		\$14,356
6.14 Requested TM Revisions		20	80					\$18,460		\$18,460
Expenses										\$5,000
Subtotal – Task 6	8	202	820	614	72	452	2068	\$351,554	\$0	\$356,554

Task 7 – Support Services:

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 7 – Support Services										
7.1 Requested Support Services		120	240	330	120	120	930	\$150,000		\$150,000
Subtotal – Task 7	0	120	240	330	120	120	930	\$150,000	\$0	\$150,000

Project Administration

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Project Administration										
Progress Meetings		120	120				240	\$45,960		\$45,960
Meeting Agenda and Minutes Preparation		80	24				104	\$20,560		\$20,560
Expenses										\$5,000
Subtotal – Project Admin	0	200	144	0	0	0	344	\$66,520	\$0	\$71,520



Table 1 summarizes the agreed upon 2019-2020 hourly rates by employee classification. Project expenses for subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10 and billed at direct cost for other expenses such as travel and reproduction.

Services will be provided for requested tasks as can be accomplished within the not-to-exceed budget limit. The specific services requested and corresponding levels of effort will determine the number of tasks that can be accomplished within the budget limit. When services performed under this contract approach the not-to-exceed budget limit, Hazen will notify the City. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Table 1: 2019 – 2020 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Vice President (VP)	\$253.00
Associate Vice President (VP)	\$230.00
Senior Associate (SA)	\$215.00
Associate (A)	\$185.00
Senior Principal Engineer (SPE)	\$160.00
Principal Engineer (PE)	\$140.00
Engineer (E)	\$130.00
Assistant Engineer (AE)	\$114.00
Senior Principal Designer (SPD)	\$150.00
Principal Designer (PD)	\$129.00
GIS Specialist (GIS)	\$104.00
Designer (D)	\$104.00
Administrative (AA)	\$72.00
Technicians	\$37.00

Hazen shall be allowed to adjust employee hourly rates in Table 1 on an annual basis starting in July 2020. Adjustments shall not exceed 3% per year. Hazen will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.



Hazen and Sawyer
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Columbia, SC 29201 • 803.779.0001

**Exhibit D
TO
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR
SS7485 - Model Recalibration and CIP Development
Schedule**

The services described herein will be accomplished in response to specific requests from the City according to a mutually agreeable schedule established within a period from notice to proceed through July 2020. It is anticipated that the major task items will be completed as follows:

Task	Start Date	End Date	Associated Fee
Task 1 – Hydraulic Model Update	January 2018	Complete	\$155,810
Task 2 – Flow Monitoring Evaluation	February 2018	Complete	\$204,648
Task 3 – Model Recalibration	May 2018	Complete	\$409,446
Task 4 – Sewer Flow Projection Update	April 2018	Complete	\$93,982
Task 5 – Capacity Analysis	March 2019	May 2020	\$212,940
Task 6 – Alternatives Analysis	June 2019	July 2020	\$356,554
Task 7 – Support Services	January 2018	July 2020	\$150,000
Project Administration	January 2018	July 2020	\$71,520



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**Exhibit E
TO
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR
SS7485 - Model Recalibration and CIP Development
Compensation Funding Schedule**

A fiscal year breakdown of the project is provided in the table to help facilitate the budgeting of this project over the life of the project.

Fiscal Year	Start Date
2017 – 2018	\$94,454
2018 – 2019	\$740,243
2019 – 2020	\$820,203
Total	\$1,654,900

Requisition # R201179 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Engineering Division,
(1)
engineering services to perform the detailed scope outlined in the attached documents for project SS7405 -
(2)

Hydraulic Recalibration and CIP Development for the City of Columbia's wastewater system.

as a sole source procurement from Hazen and Sawyer
(3)

based upon the following justifications: The purpose of this contract is to continue Hazen and Sawyer's
(4)

engineering services initiated in FY17/18 and continued through FY18/19 for SS7405 - Model Recalibration and CIP
Development for the City of Columbia's wastewater system. The cumulative not to exceed budget for FY 18/20 is \$744,916

The total anticipated amount for this project from FY 17/18 to FY 19/20 is \$1,579,612. For a detailed

description of the scope and justification for this project the attached documents.

This sole source is valid through June 30, 2020 Amount \$ 744,916

<u>Utilities and Engineering</u> Department	<u>[Signature]</u> Signature of Department Head	<u>9/30/19</u> Date
<u>[Signature]</u>	<u>[Signature]</u> Signature of Purchasing Agent	<u>9/30/19</u> Date
<u>*Form must be routed in the order of the signatures*</u>	<u>[Signature]</u> Signature of Finance Director	<u>10/4/2019</u> Date
	<u>[Signature]</u> Signature of Asst. City Manager	<u>10/7/19</u> Date
	<u>[Signature]</u> Signature of City Manager	<u>10-10-19</u> Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUL 108201) Copy retained in Department's file. (Rev. 06/2016)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered original.

SCOPE OF SERVICES

**City of Columbia
CIP# SS7485**

Hydraulic Model Recalibration and CIP Development

Under a previously executed City of Columbia contract for SS685401 Sewer Model and Capacity Assurance Program, Hazen and Sawyer developed a calibrated hydraulic model for the City's trunk sewer system. The 2012 monitoring period proved to be a relatively dry period based on rainfall events observed in late 2014 and early 2015. These events have caused elevated sewer flows and more frequent capacity-related overflows than seen during the 2012 monitoring period.

It is agreed that the proposed system improvements developed in the representative Crane Creek basin analysis are somewhat sensitive to model calibration and flow projections. The timing and relative need of these improvements should be confirmed by the updated flow monitoring and enhanced calibration of the model for better analysis.

Since the model development, there have been several sections of sewer that are greater than 15-inches that have been located that were not previously in the City's GIS mapping system. Therefore, these sections will need to be included in the model to be able to have a complete representation of the system network that is 15-inches and greater.

In consideration of the requested model recalibration, Hazen respectfully submits the following proposed scope items:

1. Scope

Task 1 – Hydraulic Model Update:

The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). The following items will be completed as part of this task:

- 1.1 Hazen will conduct a Project Kickoff Meeting to review project scope, schedule, and budget. The Kickoff meeting shall include a discussion with the City, Program Manager, and Hazen to identify critical success factors for the project. The critical success factors will be reviewed over the course of the project. During this meeting, work to be performed under this task will be reviewed.
- 1.2 Hazen will update the size and alignment of pipes and manholes in the model based on the City's latest GIS files, recent record drawings, and best available information provided by the CleanWater 2020 Program. The model shall include the physical facilities of the Influent Pump Station and the EQ basin at the WWTP, the Saluda Pump Station storage facility, and the proposed Crane Creek Storage facility.
- 1.3 Hazen will revise the sanitary sewer system service area (City of Columbia, West Columbia, Fort Jackson, and East Richland County Public Service District) based on changes since the original model development. Ni America has been removed from the Columbia System. This change will be reflected in the model update once calibration is complete (Flow meter data for model calibration was collected while Ni America was actively sending flow to the City System)
- 1.4 The City will provide information on the areas in the system that that had high levels of sediment identified in the CCTV inspections and/or multi-sensor inspections. These areas will be incorporated into the model calibration to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with sediment depth.
- 1.5 The City will provide information on the areas in the system that that had high levels of I/I and where I/I sources were identified based on field inspection. These areas will be incorporated into the groundwater model or hydraulic model to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with infiltration estimates summarized per pipe segment.
- 1.6 Hazen will conduct a meeting to discuss the current setup and operation of pumps with O&M staff. The City will provide information related to the pump station operation during calibration periods. The City will provide SCADA records that overlap with the selected calibration periods (refer to Task 2). Hazen will bring attention to and resolve discrepancies between operating procedures identified by staff and SCADA records provided by the City. The City will also provide information about future pump station operation if any changes from the current set up are anticipated.

- 1.7 Once the revisions to the physical model are complete, Hazen will conduct a meeting with City Staff from Engineering, WWTP, and operations to review the hydraulic model in detail including: gravity pipes, modeled pump stations total and firm capacity, force mains, and EQ basin operation.
- 1.8 Technical Memorandum No. 1 - Model Development Technical Memorandum:
- o Hazen will submit a draft Technical Memorandum No. 1 for review.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 1 after incorporating comments.

Task 2 – Flow Monitoring Evaluation:

The purpose of this task is to review the 2016 flow monitoring data and make a recommendation on the need for gauge-adjusted radar rainfall data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. The following items will be completed as part of this task:

- 2.1 Hazen will conduct a Task 2 kickoff meeting to review the goals and objectives for this task.
- 2.2 Hazen will analyze 2016 rainfall and flow monitoring data and make a recommendation to the City on the need for gauge-adjusted radar rainfall data.
- 2.3 An allowance of \$30,000 is set aside in this task for the purchase of gauge adjusted radar rainfall data.
- 2.4 Hazen will complete the following as part of the 2016 Flow Monitoring Data Analysis:
- o The data will be analyzed to identify areas susceptible to RDI/I and determine appropriate flows for input to the hydraulic model. The data analysis approach includes the following steps.
 - Step 1: The wastewater flows will be divided into three components that make up the total flow hydrograph showing the quantities of wastewater over a period of time:
 - Base wastewater flow (BWVF): Domestic wastewater from residential, commercial, and institutional (schools, churches, hospitals, etc.) sources, as well as industrial wastewater sources.
 - Groundwater infiltration (GWI): Groundwater entering the collection system through defective pipes, pipe joints, and manhole walls, which is a function of the groundwater table above the pipelines, the percentage of the system that is submerged, and the physical condition of the sewer system.

- **Rainfall dependent inflow/infiltration (RDI/I):** Storm water that enters the sanitary sewer system in direct response to the intensity and duration of rainfall events.
 - **Hydrograph decomposition** is a method of estimating the different components of flow and may be used to analyze flow monitoring data to estimate BWWF, GWI, and RDI/I flow components. An average base flow hydrograph for a typical weekday and weekend day will be developed from the recorded data for dry-weather conditions. To determine the RDI/I component for each storm event, the typical base flow hydrographs will be subtracted from a wet weather hydrograph. Hazen will note any cross-country pipes that may potentially be a source of high groundwater values.
 - **Step 2:** The base flow hydrographs determined from Step 1 will be used to calculate the average and peak daily dry-weather flow in each sewershed. GWI will be estimated by examining the minimum nighttime flows when most base wastewater flows would be very low. The average dry-weather infiltration rate, in gallons per day per inch-diameter mile, will be calculated.
 - **Step 3:** In order to prioritize the sewersheds in terms of their RDI/I contribution, three factors will be considered: R-value, peak wet-weather flow factor, and RDI/I per linear foot of sewer.
- 2.5** Hazen will characterize the 2012, 2015, and 2016 flow monitoring periods based on rainfall, groundwater levels, WWTP flows, and other relevant factors. Hazen will then compare flows among the different flow monitoring periods and comment on the differences to benchmark recent historical flows.
- 2.6** Hazen will review and summarize the 2014, 2015 and 2016 flow data, pump station information including run times and mag meter information, and smart manhole cover information., Hazen will present the summary and make a recommendation for which data set and storm events should be used for model calibration and verification. Different data sets may be used for different portions of the system.
- 2.7** A meeting will be held to review I/I analysis and recommendations for model calibration / verification. The I/I analysis will be based on the methodology described in the three steps mentioned above.

- 2.8 Hazen will perform RTK analysis on the dataset to be used for calibration using the triple hydrograph method to describe the fast, moderate and slow flow response to rainfall.
- 2.9 A meeting will be held to review the calculated RTK values determined above.
- 2.10 Technical Memorandum No. 2A – 2016 Flow Meter Analysis:
 - o Hazen will submit a draft Technical Memorandum No. 2A for review.
 - o Hazen will finalize the Technical Memorandum No. 2A after incorporating comments from Clean Water 2020 and the City.
- 2.11 Technical Memorandum No. 2B – Recommendations for Model Calibration Flows:
 - o Hazen will submit a draft Technical Memorandum No. 2B for review.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 2B after incorporating comments.

Task 3 – Model Recalibration:

Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from the efforts in Task 2. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of model parameters to match calculated and observed conditions. The model will be calibrated to meet accuracy standards established below. The RTK method, and the groundwater modules within InfoWorks, will be used as necessary in order to achieve the goals and meet the calibration and verification standards.

- 3.1 Hazen will conduct a Task 3 kickoff meeting to review the goals and objectives for this task. It is intended that this meeting will be held in conjunction with the RTK review meeting described in Task 2. The content of the meeting will include presentation of the proposed calibration and validation storm events. Hazen will also present the proposed calibration and validation criteria for dry and wet weather flow for review and comment.
- 3.2 It is assumed that the model will be recalibrated to a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available. The model will be recalibrated first for dry weather conditions and then to observed wet-weather events.

- 3.3 The City will provide information, if available, on manholes that were submerged during certain calibration events.
- 3.4 Hazen will review calibration and validation criteria from previous efforts. The goals for model calibration (i.e., agreement between modeled and observed conditions) will be a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available to meet WaPUG standards. It is understood that the number of events used for calibration and verification may vary depending upon the number of observed events available in the flow record. If portions of the model cannot be calibrated within these goals, the discrepancies will be discussed with the City and then resolved in agreed upon methodology.
- 3.5 Calibration and validation will consider the following data sources:
- o Temporary and permanent flow metering data
 - o Smart manhole depth data,
 - o Critical manhole measurements
 - o Pump station flow and run time data for modeled pump stations.
 - o Flow monitoring data on the influent pump station (IPS) provided by the City and flows through the WWTP
 - o Locations of reported SSOs during the flow monitoring period
 - o Use of EQ Storage (WWTP and Saluda River Pump Station) during the flow monitoring period,
 - o Sediment data from RedZone multi-sensor inspections

3.6 Hazen will develop individual procedures for each major pump station (5 pump stations) for testing and will accompany City staff during one test of a major pump station for actual operational, flow and pressure data. The purposes of this procedure is to provide information concerning the current operating conditions of the pumps (i.e., flow, head, and efficiency), confirm station and piping dimensions relevant to pump station hydraulics, assess the stations for issues that may be adversely impacting pump performance, confirm current pump controls (e.g., wet well operating level setpoints, VFD speed setpoints/ranges, pump operating combinations, sequence of pump starts/stops, other control variables, etc.), and to collect any other information needed to validate the model representation of the pump stations. Prior to the field testing, Hazen will coordinate with the City to gather all relevant, available information (including documentation of existing control strategies) and identify any additional information that needs to be collected or verified during the field visit. The information collected during the field testing will then be used to adjust the model parameters to represent current operating conditions, and to gauge overall pump station operation and pump performance—including performance during dry weather and under 2-year peak flow stressed conditions. Also, the testing procedure will be revised as warranted based on feedback from the field testing of the first pump station. In addition to the testing procedure, Hazen will provide the City with the following:

- **Recommend pump station maintenance or improvements to address issues observed in the field to be significantly reducing pumping capacity (e.g., leaking check/control valves)**
- **Assessment of force main hydraulics, including identification of potential air binding or other impacts on pumping capacity**
- **Assessment of current performance of the pumps individually and in combinations (including full speed and reduced-speed operation), including overall assessment of the station operation as a unit**
- **Operational review of existing conditions, control strategies, and pump performance under the full range of expected operating conditions—evaluate opportunities to increase pump station effectiveness and efficiency, including modified control strategies**
- **Recommend operational changes in the form of a technical memorandum (electronic format plus one hard copy) to improve operation, performance, and efficiency of the pump station for:**
 - **Current dry-weather conditions**
 - **Current 2-year wet-weather conditions**
- **The City will provide a review of the recommended changes and provide comments back to Hazen.**
- **Hazen will update the physical representation of the pump station, pump curves, pump controls, and other parameters in the model, then review and test the recommended operational changes in the model and provide a final recommendation to be implemented and tested in the field by the City.**

- 3.7 A dry-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:**
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the areas where the groundwater model was applied.
 - Present the groundwater model, including how the model was developed and what impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Dry weather flow calibration results by meter location (peak flow, volume, depth). Results shall be presented as a time series of depth, velocity, and discharge for a full week.
 - Present system capacity during existing dry weather calibration:
 - color coded maps showing the fraction of pipe capacity utilized during peak dry weather flow
 - summary of average and peak dry weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of force main velocity for each modeled force main during average dry weather flow, peak dry weather flow, and during the calibration/verification events.
 - summary of the average dry weather flow to the WWTP compared to the WWTP effluent and historical data
 - The workshop shall also include a recommendation on the wet weather events to be used in calibration.
- 3.8 A wet-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:**
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the R values used in model calibration, identify areas where the groundwater model was applied.
 - Present the groundwater model, the impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Wet weather calibration results by meter location (peak flow, volume, depth). Hazen will present a time series plots of depth, velocity, and discharge for three storms, as well as peak depth, velocity, discharge, and total volume scatterplots for all storms monitored over a metering program.
 - Present system capacity during existing wet-weather calibration events:
 - color coded maps showing the pipe capacity during the model calibration and verification events. Surge maps.

- color coded maps showing depth of flow during the model calibration and verification events
 - summary of peak wet weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of the peak flow to the WWTP compared to the WWTP effluent and historical data
 - summary of force main velocity for each modeled force main during peak wet weather flow
- Verification should include selected historical records and be presented as a time series of depth, velocity, and discharge data.
 - Present system capacity during key calibration and verification storm events

3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 3 documenting the calibration process for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 3 after incorporating comments.

Task 4 – Sewer Flow Projection Update

The purpose of this task is to review and update any changes in the growth projections based on new information and planning trends since the 2012 model development. The following tasks will be performed:

- 4.1 Hazen will conduct a meeting to kickoff the task and review the process for updating the flow projections. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. As part of this meeting, Hazen will identify the flow projection components that are recommended for updates based on new conditions.

- 4.2 Hazen will review water consumption data trends and will confer with the City and Clean Water 2020 about whether wastewater flows are expected to follow the water trends.
- 4.3 A flow projection workshop with City staff will be conducted to review the revised future dry weather flows. This workshop will present and discuss:
- o Existing, 2020 (Current), 2030, 2040, and buildout flows for the collection system by sub-basin and total to the WWTP.
 - o Industrial flows and how this impacts the flow in each future scenario
 - o Current and future flows from outside areas (West Columbia, Fort Jackson, etc.) and where these flows will be loaded into the system.
- 4.4 Technical Memorandum No. 4 – Flow Projections Technical Memorandum
- o Hazen will submit a draft Technical Memorandum No. 4 documenting the revised sewer flow projections.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 4 after incorporating comments.

Task 5 – Capacity Analysis

The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of available capacity. The following tasks will be performed:

- 5.1 Hazen will conduct a meeting to kickoff the task. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. The meeting will include:
- o A discussion of how the City wants to evaluate the future dry weather flows (for example - with/without industrial flows in Crane Creek)
 - o A discussion of design storms to be considered (historical and synthetic). A revised historical design storm may need to be selected that has a higher peak hour rainfall intensity than the previous modeling effort.
 - o Review the process for evaluating the design storm flows and determining if the storm produces flows that are seen in the system on a 2-year frequency.
 - o A discussion of the criteria used to trigger hydraulic improvements in dry weather and in wet weather. Criteria should include pipe capacity, pump station capacity, and force main velocity
 - o A discussion of the criteria used to size hydraulic improvements (i.e., what are the pipes, pump stations, force mains going to be sized to convey)

- 5.2 Hazen will develop flows for the design storms (five (5) historical and three (3) synthetic) for the current sewer system conditions. Hazen will perform a comparison to see if the flows produced by the 2-year design storms align with those observed on average once in two years in the system. Analysis will be based on available data (permanent flow monitoring, pump station flow meters, WWTP influent and effluent flows, locations of SSOs, and smart cover manhole data).**
- 5.3 Hazen will conduct a Design Storm Workshop with the City to discuss the results of the design storm evaluation. The analysis and recommendations will be documented in a memorandum for the City's review. The purpose of the meeting and memorandum is to determine the design storm(s) to be used in the capacity analysis.**
- 5.4 Technical Memorandum No. 5A - Design Storm Technical Memorandum**
- o Hazen will submit a draft Technical Memorandum No. 5A documenting the review of the historical and synthetic rainfall analysis
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 5A after incorporating comments.
- 5.5 Hazen will perform an Existing System Capacity Analysis for peak existing dry weather flow, selected historical storms and selected design storms. For each model run the following will be presented:**
- o Color coded maps showing fraction of pipe capacity utilized
 - o Flow to the pump stations compared to the firm capacity (including the WWTP influent PS)
 - o Pump station run time during storm event
 - o Summary of the EQ volume used at all storage units in the collection system and at the WWTP
- 5.6 Hazen will perform Future Capacity Analysis for the following model runs.**
- o 2020 (existing), 2030, 2040, and Buildout for Dry Weather Conditions
 - o 2020 (existing), 2030, 2040, and build-out with design storm wet weather conditions using the selected design storm.
- 5.7 For each model run the following will be presented:**
- o Color coded maps showing fraction of pipe capacity utilized

- Flow to the pump station compared to the firm and total capacity (including WWTP influent PS)
 - Force main velocity
 - Pump station run time during storm event
 - Summary of the EQ volume used at all storage units in the collection system and at the WWTP
- 5.8 Unless otherwise directed, Hazen will utilize the buildout design storm flows model for the sizing of system improvements.
- 5.9 Hazen will conduct a meeting with the City to discuss the results of the capacity analysis.
- 5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum
- Hazen will submit a draft Technical Memorandum No. 5B documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 5B after incorporating comments.

Task 6 – Alternatives Analysis

Based on the results of the capacity assessment modeling, alternatives to eliminate system capacity issues will be reviewed with City Staff and vetted with the hydraulic sewer model. A planning level capital cost will be developed based on current values for construction for each alternative to be evaluated. The improvement alternatives will then be planned based on the timing of the need and required capital cost. The following specific items will be performed under this task:

- 6.1 Hazen will conduct a meeting to kickoff the task and review the work to be performed. A review of the hydraulic restrictions in each basin will be presented and a list of the system-wide alternatives to be considered will be discussed. Improvement options to be considered include pipe upgrades, pump upgrades, EQ storage, in-line storage, RDI/I reduction, and conveyance/storage tunnels. Alternatives will focus on maximizing existing assets through rehab. Alternatives will evaluate different levels of I/I reduction. City and CleanWater 2020 will comment on the list of alternatives.
- 6.2 I/I Reduction in sub-basins identified as having high I/I will be considered as part of the improvement alternatives. The sub-basin selection and I/I reduction assumptions, including the feasible percent-reductions to be considered within each basin, will be reviewed with City and CleanWater2020 staff. Sub-basin selection will consider GWI and RDI/I reduction. Identification of sub-basins will consider flow monitoring results, areas identified by the City or through CCTV inspection that have high GWI, or areas identified as having a high GWI influence through the groundwater model. The results of the size and cost of the improvements with and without I/I will be documented and the comparison shared with the City.
- 6.3 **Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options**
- o Hazen will submit a draft Technical Memorandum No. 6A documenting the sewer system capacity analysis.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 6A after incorporating comments.
- 6.4 Alternatives shall include an estimated flow trigger in addition to a recommendation based on a time period. Hazen will confer with the City and the Clean Water 2020 Program to develop a flow trigger (or condition such as run time) for pipes, pump stations, and force mains.
- 6.5 Hazen will develop system-wide improvement alternatives based on the 2040 flow conditions and the selected design storm. Alternatives shall include a “send everything to the WWTP scenario”. Each alternative will include the following:
- o A systemwide map of the improvements and a description of each pipe, pump, and force main project within the alternative.
 - o Peak hour flows to key locations in the system including modeled pump stations, WWTP influent pump station, and each storage facility
 - o Peak hour velocity in force mains

- 6.6** Meet with the City to review the alternatives developed and the components of each alternative. The Workshop shall include a comparison of the components of each alternative and discussion of pros and cons. During the workshop, the set of alternatives for developing cost estimates will be identified. The workshop shall include a discussion of the planning level unit costs for the improvements. Unit costs in recent City and SC area bid tabs shall be used to validate planning level costs.
- 6.7** Technical Memorandum No. 6B – Alternatives Review
- Hazen will submit a draft Technical Memorandum No. 6B documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6B after incorporating comments.
- 6.8** As a check on the selected alternative, Hazen will run 20 years of representative rainfall through the model and determine how the system performs in terms of frequency of overflows and level of surcharge. Hazen will determine the average annual activation rate for the improvements.
- 6.9** Following the meeting, the selected alternatives will be further developed including:
- Utilization analysis for each existing and proposed storage tank including hours active per year and/or frequency of filling
 - Capital and O&M cost of each improvement
 - Total alternative cost
- 6.10** Hazen will meet with the City to review the cost of the selected alternatives. The workshop shall include a comparison of the alternative components and a discussion of the pros and cons. The goal will be to select a system wide improvement alternative. More than 1 alternative may be selected for phasing as the final alternative selection may be based on the phasing costs.
- 6.11** Following the meeting, the selected system-wide improvement alternative(s) will be phased. Projects shall be phased in a minimum of 5-year increments starting in 2020. Figures will be created to show the status of the system before and after improvements are implemented.

- 6.12 A meeting will be held with the City to present the results of the phasing.
- 6.13 Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum
 - o Hazen will submit a draft Technical Memorandum No. 6C documenting the proposed capital improvements plan.
 - The TM shall contain a business case for each project
 - Note that it is assumed that no separate EPA deliverables will be required that require multiple revisions and/or legal review.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 6C after incorporating comments.
- 6.14 100 hours are budgeted for previous TM revisions and updates to correspond to final recommendations. This time shall be used at the City's discretion as needed.
- 6.15 Hazen will provide an electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenarios.

Task 7 – Support Services

- 7.1 On an as-needed basis and as directed by the City, H&S will provide engineering support including, but not limited to, the following types of basic services:
 - o Assist with the preliminary and final design efforts of projects performed by other consultants
 - o Determine capacity impacts of proposed new development or changes in study assumptions on downstream pipes and pump stations
 - o Refinement of Study improvement alternatives based on new information
 - o Addition of smaller diameter pipe to the hydraulic model where requested by the City
 - o Support City's capacity assurance program as required to meet sewer permitting requirements
 - o Modeling support as requested by the City to review and evaluate alternative growth scenarios and larger sewer flow requests with the sewer hydraulic model.
 - o Sanitary sewer overflow (SSO) diagnostics support when SSOs are caused by wet weather events. Examples of support efforts include: storm event classification, critical manhole identification, root cause analysis

7. Summary of Deliverables:

- Technical Memorandum No. 1 – Model Development Technical Memorandum

- **Technical Memorandum No. 2A – 2016 Flow Meter Analysis**
- **Technical Memorandum No. 2B – Recommendations for Model Calibration Flows**
- **Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum**
- **Technical Memorandum No. 4 – Flow Projections Technical Memorandum**
- **Technical Memorandum No. 5A – Design Storm Technical Memorandum**
- **Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum**
- **Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options**
- **Technical Memorandum No. 6B – Alternatives Review**
- **Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum**
- **Electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenario**

COMPENSATION
City of Columbia
CIP# SS7485
Hydraulic Model Recalibration and CIP Development

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$1,579,612 and is broken out by fiscal year as follows in Table 1:

Table 1: Costs and Percentages by Fiscal Year

Task Description	Total	Fiscal Year					
		2017-2018		2018-2019		2019-2020	
Task 1-Hydraulic Model Update	\$130,622	\$48,897	37%	\$81,395	63%	\$231	0%
Task 2-Flow Monitoring Evaluation	\$204,848	\$31,501	15%	\$172,988	85%	\$181	0%
Task 3-Model Recalibration	\$409,448	\$7,859	2%	\$258,481	63%	\$143,128	35%
Task 4-Sewer Flow Projection Update	\$93,982	\$0	0%	\$89,977	96%	\$8,005	4%
Task 5-Capacity Analysis	\$212,940	\$0	0%	\$0	0%	\$212,940	100%
Task 6-Alternatives Analysis	\$358,554	\$0	0%	\$102	0%	\$358,462	100%
Task 7-Support Services	\$100,000	\$0	0%	\$99,979	100%	\$21	0%
Project Administration	\$71,620	\$8,197	9%	\$39,343	55%	\$26,980	36%
Total	\$1,579,612	\$94,454	6%	\$740,243	47%	\$744,916	47%

The estimated fee is broken out as follows in Tables 2-9:

Table 2: Task 1 – Hydraulic Model Update

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 1 – Hydraulic Model Update										
1.1 Task - Kickoff Meeting		4	8	8			20	\$3,600		\$3,600
1.2 Model Update (Pipe sizes, Pump Stations and Elevations)		40	40	140	80	100	400	\$80,180		\$80,180
1.3 Service Area Update		2	16			24	42	\$8,238		\$8,238
1.4, 1.5 Pipeline Sediment / RDI Review		4	10	16	18	18	62	\$9,220		\$9,220
1.6 Operational Review Meeting		4	8		18		28	\$4,388		\$4,388
1.7 Physical Model Review Meeting		8	16		18	8	48	\$7,632		\$7,632
1.8 Technical Memorandum No. 1 - Model Development Technical Memorandum										
Draft TM	2	8	80			40	130	\$21,424		\$21,424
Final TM		4	40			40	84	\$12,932		\$12,932
Expenses										\$5,000
Subtotal – Task 1	2	74	218	184	128	228	814	\$125,522		\$130,622

FY17-18 \$48,897 (37%)
FY18-19 \$81,395 (63%)
FY19-20 \$231 (0%)

Table 3: Task 2 – Flow Monitoring Evaluation

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 2 – Flow Monitoring Evaluation										
2.1 Task - Kickoff Meeting		4	8				12	\$2,252		\$2,252
2.2, 2.3 Review 2016 Rainfall and Flow Monitoring Data		4	8	24	18		62	\$8,140	\$30,000	\$38,140
2.4 2016 Flow Monitoring Data Analysis		20	40	40	120	40	260	\$38,500		\$38,500
2.5 Characterize the 2012, 2015, and 2016		8	8	4	20		40	\$6,368		\$6,368
2.6, 2.7 Review Meeting for VI Analysis and Recommendations for Model Calibration		8	20	40	40	20	128	\$19,284		\$19,284
2.8 RTK Analysis		8	8	16	80	20	142	\$20,080		\$20,080
2.9 Review Meeting for RTK Analysis		8	16	24			48	\$8,248		\$8,248
2.10 Technical Memorandum No. 2A – 2016 Flow Meter Analysis										
Draft TM	2	8	80	8	24	40	162	\$25,888		\$25,888
Final TM		4	40			16	60	\$9,980		\$9,980
2.11 Technical Memorandum No. 2B – Model Calibration and Verification Recommendations										
Draft TM	2	8	80	8	24	20	142	\$23,428		\$23,428
Final TM		4	40			16	60	\$9,980		\$9,980
Expenses										\$2,500
Subtotal – Task 2	4	84	348	184	334	172	1108	\$172,148	\$30,000	\$204,648

FY17-18 \$31,801 (15%)

FY18-19 \$172,868 (85%)

FY19-20 \$161 (0%)

Table 4: Task 3 – Model Recalibration

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 3 – Model Recalibration										
3.1 Task - Kickoff Meeting		4	8	8			20	\$3,600		\$3,600
3.2, 3.3 Data Compilation and Review			16	8	8	8	40	\$6,184		\$6,184
3.4 Establish Calibration Criteria		2	2	8			12	\$2,014		\$2,014
3.4, 3.5 Dry-Weather Calibration		10	20	400		80	610	\$77,870		\$77,870
3.4, 3.6 Wet-Weather Calibration		10	20	1140	24	60	1274	\$168,528		\$168,528
3.6 Procedure and Participate in Pump Station Testing		12	80	80		16	188	\$31,284		\$31,284
3.7 Dry-Weather Calibration Workshop		8	16	40			64	\$10,744		\$10,744
3.8 Wet-Weather Calibration Workshop		4	8	80			92	\$14,732		\$14,732

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
3.8 Current Capacity Analysis During Wet-Weather Events		8	16	80	20	20	144	\$22,124		\$22,124
3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum										
Draft TM	2	8	100	8	24	40	182	\$29,488		\$29,488
Final TM		4	40			16	60	\$9,980		\$9,980
Expenses										\$6,000
Subtotal – Task 3	2	70	326	1862	76	280	2586	\$404,446	\$0	\$409,446
										FY17-18 \$7,869 (2%)
										FY18-19 \$258,481 (63%)
										FY19-20 \$143,128 (36%)

Table 5: Task 4 – Sewer Flow Projection Update

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 4 – Sewer Flow Projection Update										
4.1 Task - Kickoff Meeting		4	8	8			20	\$3,600		\$3,600
4.2 Review Water Consumption Data		8	40	8	16	40	112	\$17,136		\$17,136
4.2 Review future dry weather flows		4	100	16	60	36	216	\$34,022		\$34,022
4.3 Flow Projection Workshop		4	20	8			32	\$5,680		\$5,680
4.4 Technical Memorandum No. 4 – Flow Projections Technical Memorandum										
Draft TM	2	8	80		40	40	170	\$29,784		\$29,784
Final TM		4	20			16	40	\$8,380		\$8,380
Expenses										\$500
Subtotal – Task 4	2	32	268	40	116	134	592	\$93,482	\$0	\$93,682
									FY17-18	\$0 (0%)
									FY18-19	\$89,977 (96%)
									FY19-20	\$8,005 (4%)

Table 6: Task 5 – Capacity Analysis

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 5 – Capacity Analysis										
5.1 Task - Kickoff Meeting		4	8	8			20	\$3,600		\$3,600
5.2 Design Storm Review		20	24	80		60	184	\$28,240		\$28,240
5.3 Design Storm Review Workshop		8	16	16			40	\$7,000		\$7,000
6.4 Technical Memorandum No. 5A - Design Storm										
Draft TM	2	8	40	20		40	110	\$17,344		\$17,344
Final TM		4	20	10		16	50	\$7,940		\$7,940

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
6.6 Existing System Capacity Analysis (incl. Map Development and Equalization Analysis)		80	20	120		40	260	\$43,480		\$43,480
6.6, 6.7, 6.8 Future Capacity Analysis (incl. Map Development and Equalization Analysis)		60	40	200		40	340	\$55,500		\$55,500
6.9 Meeting to Discuss Capacity Analysis		8	12				20	\$3,784		\$3,784
6.10 Technical Memorandum No. 6B – Capacity Analysis Technical Memorandum										
Draft TM	2	8	60	40	24	80	214	\$32,200		\$32,200
Final TM		4	20	20		40	84	\$12,452		\$12,452
Expenses										\$1,500
Subtotal – Task 6	4	204	260	614	24	318	1302	\$211,440	\$0	\$212,940

FY17-18 \$0 (0%)
FY18-19 \$0 (0%)
FY19-20 \$212,940(100%)

Table 7: Task 6 – Alternatives Analysis

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 6 – Alternatives Analysis										
6.1 Task - Kickoff Meeting		4	8	8			20	\$3,500		\$3,500
6.2 I/I Reduction Evaluation and Improvement Options Identification		20	40	100		60	220	\$34,240		\$34,240
6.3 Technical Memorandum No. 6A – Improvement and RDI/I Reduction Options										
Draft TM	2	20	60	20		40	182	\$26,980		\$26,980
Final TM		10	40	10		18	78	\$12,758		\$12,758
6.4, 6.5 Alternatives Analysis and Flow Triggers		8	40	160			208	\$33,784		\$33,784
6.6 Alternatives Analysis Review Workshop		8	16	16		16	56	\$8,998		\$8,998
6.7 Technical Memorandum No. 6B – Alternatives Review										
Draft TM	2	20	60	20		40	182	\$26,980		\$26,980
Final TM		10	40	10		18	78	\$12,758		\$12,758
6.8 Long-Term Simulation for System Improvements		2	4	60			66	\$13,808		\$13,808
6.9 Alternatives Utilization Analysis and Cost Development (Capital and O&M)		20	80	80		40	220	\$35,860		\$35,860
6.10 Alternatives		8	16	16			40	\$7,000		\$7,000

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Utilization Analysis and Cost Development Review Workshop (Capital and O&M)										
6.11 Alternatives Phasing Development and Flow Triggers		10	40	40		40	130	\$20,300		\$20,300
6.12 Alternatives Phasing Development Review Workshop		8	16	16			40	\$7,000		\$7,000
6.13 Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum										
Draft TM	4	20	120	20	40	120	324	\$49,880		\$49,880
Final TM		10	80	10	16	40	156	\$25,054		\$25,054
Business Cases		4	40	8	16	24	82	\$14,358		\$14,358
6.14 Requested TM Revisions		20	80					\$18,480		\$18,480
Expenses										\$5,000
Subtotal – Task 6	8	202	820	814	72	462	2088	\$351,554	\$0	\$351,554

FY17-18 \$0 (0%)
FY18-19 \$102 (0%)
FY19-20 \$351,452 (100%)

Table 8: Task 7 – Support Services

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 7 – Support Services										
7.1 Requested Support Services		80	180	220	80	80	620	\$100,000		\$100,000
Subtotal – Task 7	0	80	180	200	80	80	620	\$100,000	\$0	\$100,000

FY17-18 \$0 (0%)
FY18-19 \$99,979 (100%)
FY19-20 \$21 (0%)

Table 9: Project Administration

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Project Administration										
Progress Meetings		120	120				240	\$45,980		\$45,980
Meeting Agenda and Minutes Preparation		80	24				104	\$20,680		\$20,680
Expenses										\$5,000
Subtotal – Project Admin	0	200	144	0	0	0	344	\$66,620	\$0	\$71,620
									FY17-18	\$8,197 (8%)
									FY18-19	\$39,343 (55%)
									FY19-20	\$25,980 (38%)

Table 10 summarizes the agreed upon 2017-2018 hourly rates by employee classification. Project expenses for subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10 and billed at direct cost for other expenses such as travel and reproduction. Services will be provided for requested tasks as can be accomplished within the not-to-exceed budget limit. The specific services requested and corresponding levels of effort will determine the number of tasks that can be accomplished within the budget limit. When services performed under this contract approach the not-to-exceed budget limit, Hazen will notify the City. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Table 10: 2017 – 2018 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Vice President (VP)	\$240.00
Senior Associate (SA)	\$203.00
Associate (A)	\$180.00
Senior Principal Engineer (SPE)	\$166.00
Principal Engineer (PE)	\$134.00
Engineer (E)	\$123.00
Assistant Engineer (AE)	\$108.00
Senior Principal Designer (SPD)	\$145.00
Principal Designer (PD)	\$123.00
GIS Specialist (GIS)	\$98.00
Designer (D)	\$98.00
Administrative (AA)	\$68.00
Intern (EI)	\$35.00

Hazen shall be allowed to adjust employee hourly rates in Table 1 on an annual basis starting in July 2018. Adjustments shall not exceed 3% per year. Hazen will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

PROJECT SCHEDULE

City of Columbia CIP# SS7485 Hydraulic Model Recalibration

The services described herein will be accomplished in response to specific requests from the City according to a mutually agreeable schedule established within a period from notice to proceed through ~~April-June~~ 2020. It is anticipated that the major task items will be completed as follows:

Task	Start Date	End Date
Task 1 – Hydraulic Model Update	May 2018	November 2018
Task 2 – Flow Monitoring Evaluation	May 2018	November 2018
Task 3 – Model Recalibration	June 2018	May August 2019
Task 4 – Sewer Flow Projection Update	January 2019	August May 2019
Task 5 – Capacity Analysis	May 2019	November September 2019
Task 6 – Alternatives Analysis	August 2019	June March 2020
Task 7 – Support Services	July 2018	June 2019
Project Administration	May 2018	April, June 2020

**2019-2020 Hazen Hourly Billing Rates
City of Columbia
CIP# SS7485
Hydraulic Model Recalibration and CIP Development**

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$1,579,612.

Hazen shall be allowed to adjust employee hourly rates on an annual basis starting in July 2018. Adjustments shall not exceed 3% per year. Table 1 below summarizes the 2019-2020 Hazen Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 1: 2019 – 2020 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Vice President (VP)	\$247.00
Associate Vice President (AVP)	\$230.00
Senior Associate (SA)	\$209.00
Associate (A)	\$185.00
Senior Principal Engineer (SPE)	\$180.00
Principal Engineer (PE)	\$138.00
Engineer (E)	\$126.00
Assistant Engineer (AE)	\$111.00
Senior Principal Designer (SPD)	\$149.00
Principal Designer (PD)	\$126.00
GIS Specialist (GIS)	\$100.00
Designer (D)	\$100.00
Administrative (AA)	\$70.00
Intern (EI)	\$36.00

Contract

City of Columbia, South Carolina

CIP #WM4340

6", 8", 12" and 18" Water Main Upgrades Along Trenholm Road (WM4340) MPP

Bid#009-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **LAD Construction, LLC**, with legal address and principal place of business at **221 Martin Neese Road, Swansea, SC 29160**, 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 be **two hundred forty (240)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Million, Four Hundred Fifty-Five Thousand, Three Hundred and Eighty-One Dollars and Zero Cents (\$2,455,381.00), which does not include sales tax.**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** 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 16 "Specifications for Water Distribution System, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding", The LBE Policy, The MPP Guidelines and the MPP Business Implementation Plan.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered 1 through 16, inclusive and dated April 12, 2019.

9.2.10 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the 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.

Contractor

Owner

City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Date: _____

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Event Number	Bid009-19-20-DS Addendum 2	Organization	City of Columbia, SC
Event Title	6", 8", 12" and 18" Water Main Upgrades Along Trenholm Road (WM4340)	Workgroup	Purchasing
Event Description	Full Detailed Information of Projects Procurement Solicitation	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	7/24/2019 03:00:01 PM (ET)	Phone	
Close Date	10/31/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ACIPCO (American Cast Iron Pipe)	Birmingham	AL	8/12/2019 09:37:19 AM (ET)	0	\$0.00
LAD Construction, LLC	Swansea	SC	10/31/2019 09:44:16 AM (ET)	1	\$2,459,433.00
North American Pipeline Management	Marietta	GA	10/31/2019 09:59:05 AM (ET)	1	\$2,545,598.00
Carolina Tap & Bore, Inc.	West Columbia	SC	10/31/2019 09:23:02 AM (ET)	1	\$3,243,740.00
Stutts & Williams, LLC	Lexington	SC	10/31/2019 09:46:57 AM (ET)	1	\$5,467,431.00

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

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: July 25, 2019	Bids will be opened at 10:00 AM. ET on 8/15/19 and may not be withdrawn within 60 days after such date and time.		Bid No: 009-19-20-DS
Bid Title: 6", 8", 12" and 18" Water Main Upgrades Along Trenholm Road (WM4340) MPP			Reason For No Bid:
Vendor: LAD Construction, LLC			
Vendor Mailing Address: P.O. Box 1129			
City-State-Zip: Swansea, SC 29160			
Telephone No: (803) 568-2196			
Fax No: (803) 568-2197			
South Carolina General Contractor License Number: G120662			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
 AUTHORIZED SIGNATURE (MANUAL) Ted Blackwell / President AUTHORIZED SIGNATURE/TITLE (TYPED) tblackwell@ladconstructionllc.com E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using https://columbiasc.ionwave.net and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of https://columbiasc.ionwave.net. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.			

Scott, Debbie L

From: Winburn, David M
Sent: Monday, November 04, 2019 11:15 AM
To: Porth, Gary B; Scott, Debbie L; Nelly, Juliet M
Cc: Bolling, Andrea R
Subject: RE: PROJECT: Bid#009-19-20-DS Water Main Upgrades Along Trenholm Road WM4340

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Black Category

Gary/Debbie,

The apparent low bidder is LAD Construction at \$2,455,381.00 (Which Includes Alternate No. 1). It is recommended that City Council accept the proposed bid (Including Alternate No. 1) and a 20% contingency for a total cost of \$2,946,457.20.

Please let me know if you need any additional information.

Thanks, David



David Winburn
Senior Civil Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

David.Winburn@ColumbiaSC.gov

Phone: (803) 376-3059

Cell: (803) 429-8702

ColumbiaSC.gov



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts
DATE: November 1, 2019

SUBJECT: BID#009-19-20-DS Water Main Upgrades Along Trenholm Road (WM4340)

Bids for this project were opened publicly at 10:00 a.m., October 31, 2019 in the second floor Conference Room, 1800 Main Street.

The bids submitted for this project were in participation with the **Mentor Protege Program**. The apparent *responsive* low bidder is LAD Construction of Swansea, SC at \$2,459,433.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

Thank You.


Juliet Nelly, Compliance Administrator

Date: 11/4/19



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: October 31st, 2019 Project Number: WM4340
Mentor: LAD Construction, LLC Project Name: Trenholm Rd. WM Upgrades
Protégé: J.A. Mabus Duration of the Project: 240 Days
Project Contract Amount: \$2,459,433.00 Protégé Amount: \$491,886.00

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

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

To help J.A. Mabus improve on knowledge & skill in utility construction.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Improve their operational strategies, help them become independent, help them become competitive in the bidding procedures.

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

We hope that at the end of this project, J.A. Mabus will be able to bid and work on utilities in the streets of Columbia.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Crew Superintendent, Laborers, Excavator, Loader, Dump Truck

Protégé:

Supervisor, Laborers, Excavator, Loader

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Demolition, Water Line Work, Flowable Fill, Service Connections

b. Description of Protégé's responsibilities on project:

Demolition, Water Line Work, Flowable Fill, Service Connections

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

Water Line Work, Service Installation

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

Water Line Work – 8 Months (Protégé utilized)



CITY OF COLUMBIA

**Department of Utilities and Engineering
Compliance Division**
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

By working together and having a good line of communication during the installation of the new waterlines.

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

To get J.A. Mabus accustomed to working in the streets of Columbia and understanding the City's Procedures and Guidelines.

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

Meetings will be held every morning during the work week to discuss strategies and progress.

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

Within 3 business days of receiving payment from the City of Columbia. If J.A. Mabus becomes in need of payment assistance, LAD can provide assistance



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$ 491,886.00

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

Mentor Amount (minus Protégé and Subcontractor(s) contract value): \$ 1,967,546.00

Mentor Percentage of Contract: 80%



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by LAD Construction, LLC (Mentor Firm) this 31st day of October, 2019.
Corporate SEAL

By: [Signature]
Title: President



ATTEST:
By: [Signature]
Title: VP - PRECONSTRUCTION

EXECUTED by J.A. Mabus (Protégé Firm) this 31st day of October, 2019.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: VP Administrative Procedures

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 4 day of NOVEMBER, 2019.

By: [Signature]
Title: Compliance Administrator

Bid No.: 009-19-20-DS 6", 8", 12" and 18" Water Main Upgrades Along Trenholm Road (WM4340)
MPP

Page 33 of 58

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Ferguson Waterworks 166 Pontiac Business Center Dr. Elgin, SC 29045	David Dinkins (803) 462-0860	Water Line Material	\$ 503,000.00	20.1%	N/A	No
Knights Redi-Mix 480 Hodge Road Summerville, SC 29484	Andy Stevenson (803) 513-5739	Flowable Fill	\$ 303,000.00	12.1%	N/A	No
				%		
				%		
				%		

TOTAL: \$ 806,000.00

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

Business Name:

LAD Construction, LLC

Representative Name / Title:

Brian T. P. President

Date:

October 31st, 2019



CITY COUNCIL

December 17, 2019 at 6:00pm

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

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres
 Current Use: Commercial (Bank/Professional Offices)
 Proposed Use: Commercial (Bank/Professional Offices)
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Regional Activity Corridor (AC-3)
 Proposed Land Use: Regional Activity Corridor (AC-3)
 Current Interim Zoning: General Commercial District (C-3)
 Proposed Zoning: General Commercial District (C-3)
 Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Regional Activity Corridor (AC-3).

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

Primary Types

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

Secondary Types

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

Tertiary Types

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

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

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

STAFF RECOMMENDATION

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



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25705
Interim FLU: AC-3, Proposed FLU: AC-3

19.a

Department of Planning &
Development Services

Legend

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



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Feet

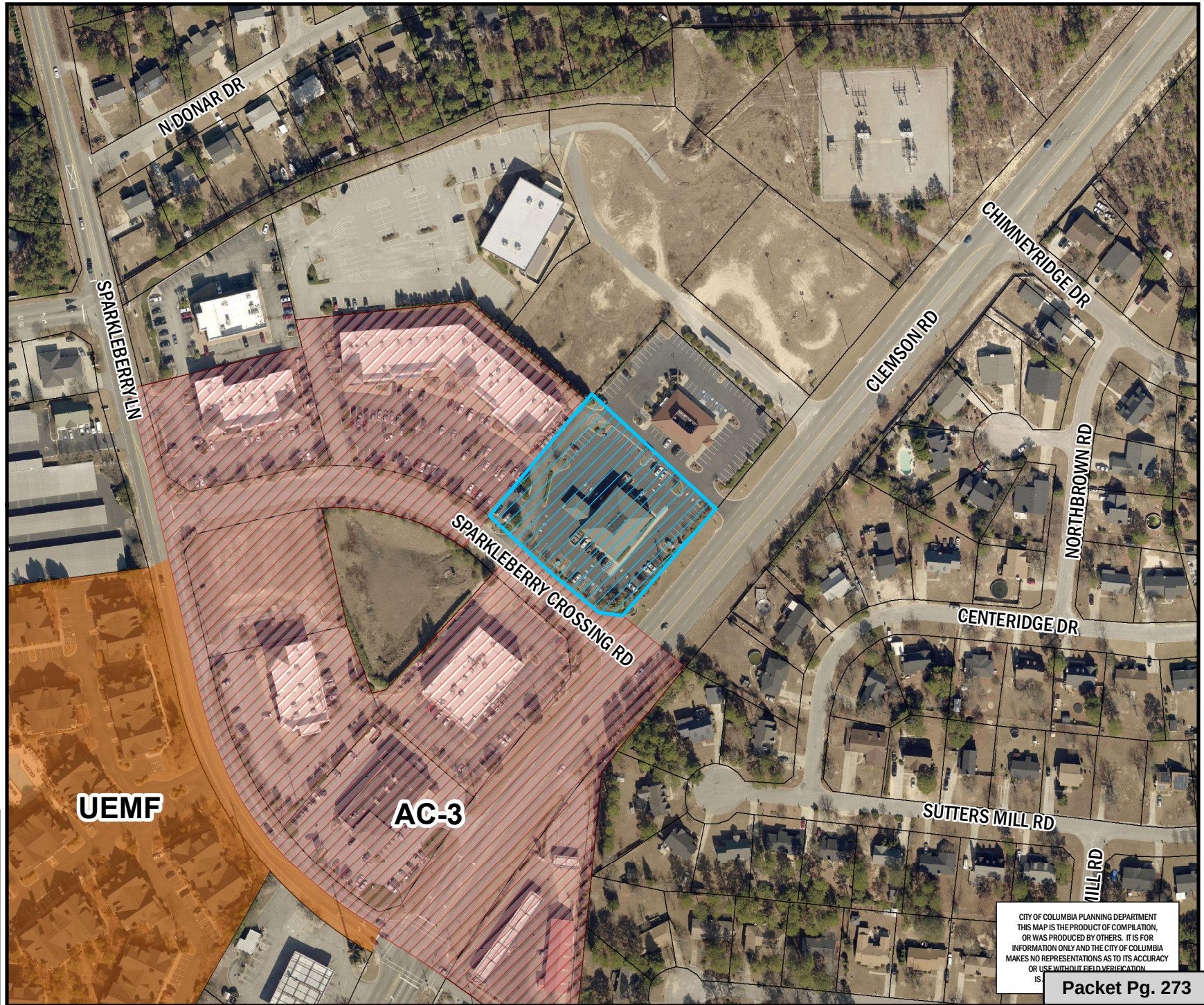
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 29, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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. 273

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25705-
Interim Zoning: C-3, Proposed Zoning: C-3

19.a

Legend

PARCELS

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



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

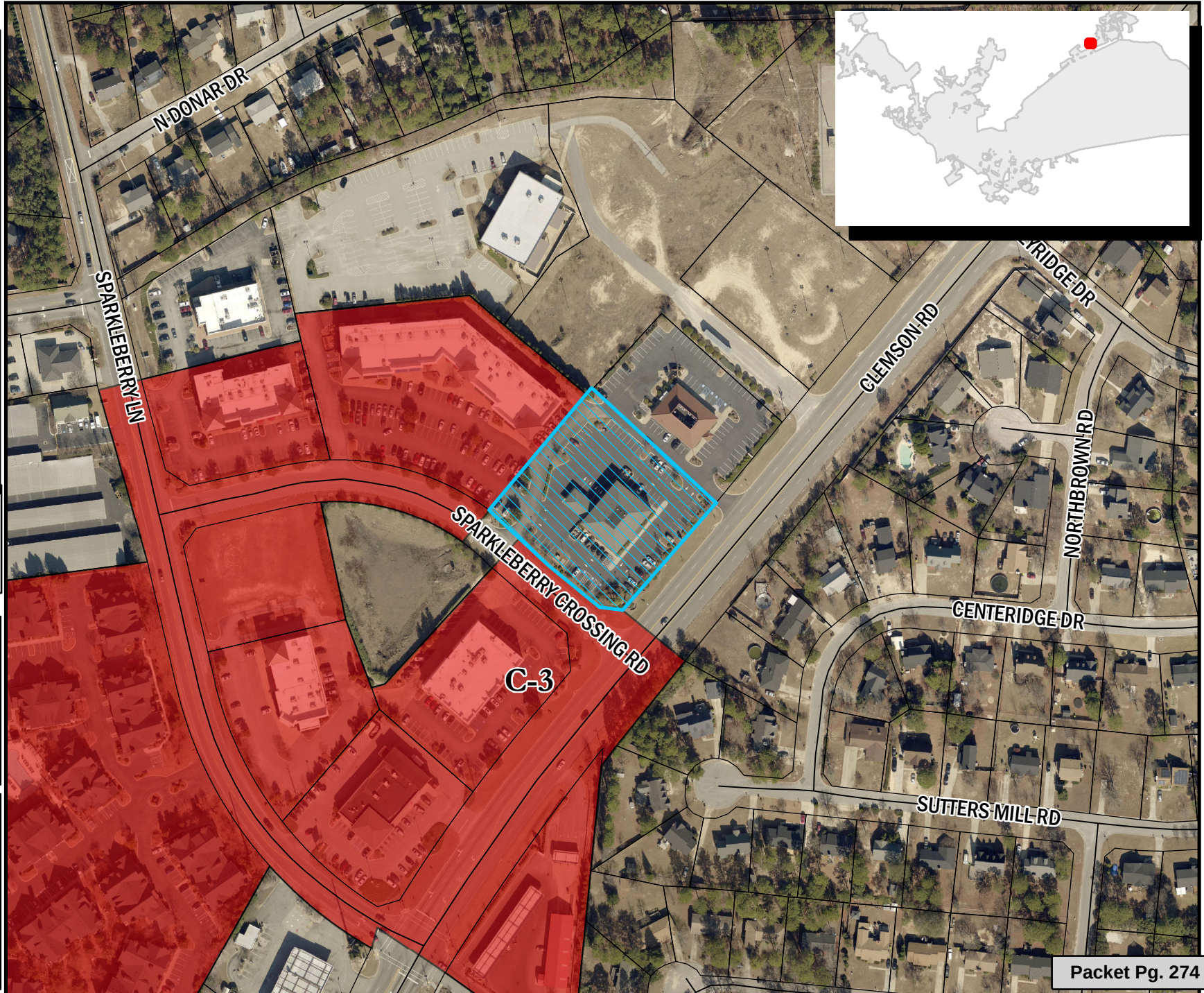
Shane Shaughnessy
July 29, 2019

DISCLAIMER:

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



We Are Columbia



Packet Pg. 274

ORDINANCE NO.: 2019-087

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28; annexed by Ordinance No.: 2019-077 enacted October 15, 2019

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

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

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

WHEREAS, 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28, filed for petition on July 23, 2019, and shall be assigned the designated future land use classification of Regional Activity Corridor (AC-3), and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28, annexed into the City of Columbia by Ordinance No.: 2019-077 enacted on October 15, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.14, contains 1.46 acres, and shall be assigned a land use classification of Regional Activity Corridor (AC-3).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

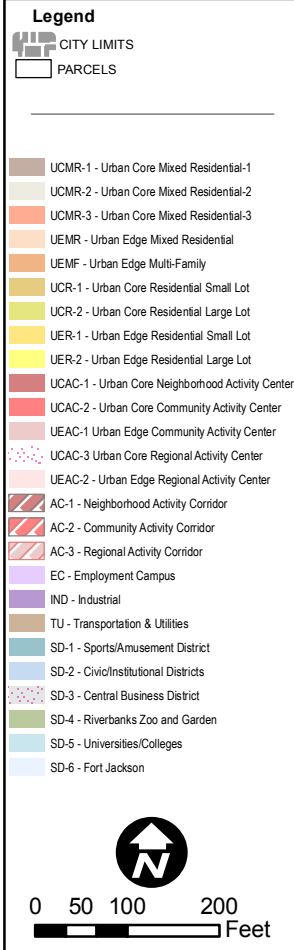
City Clerk

LEGAL DEPARTMENT DRAFT

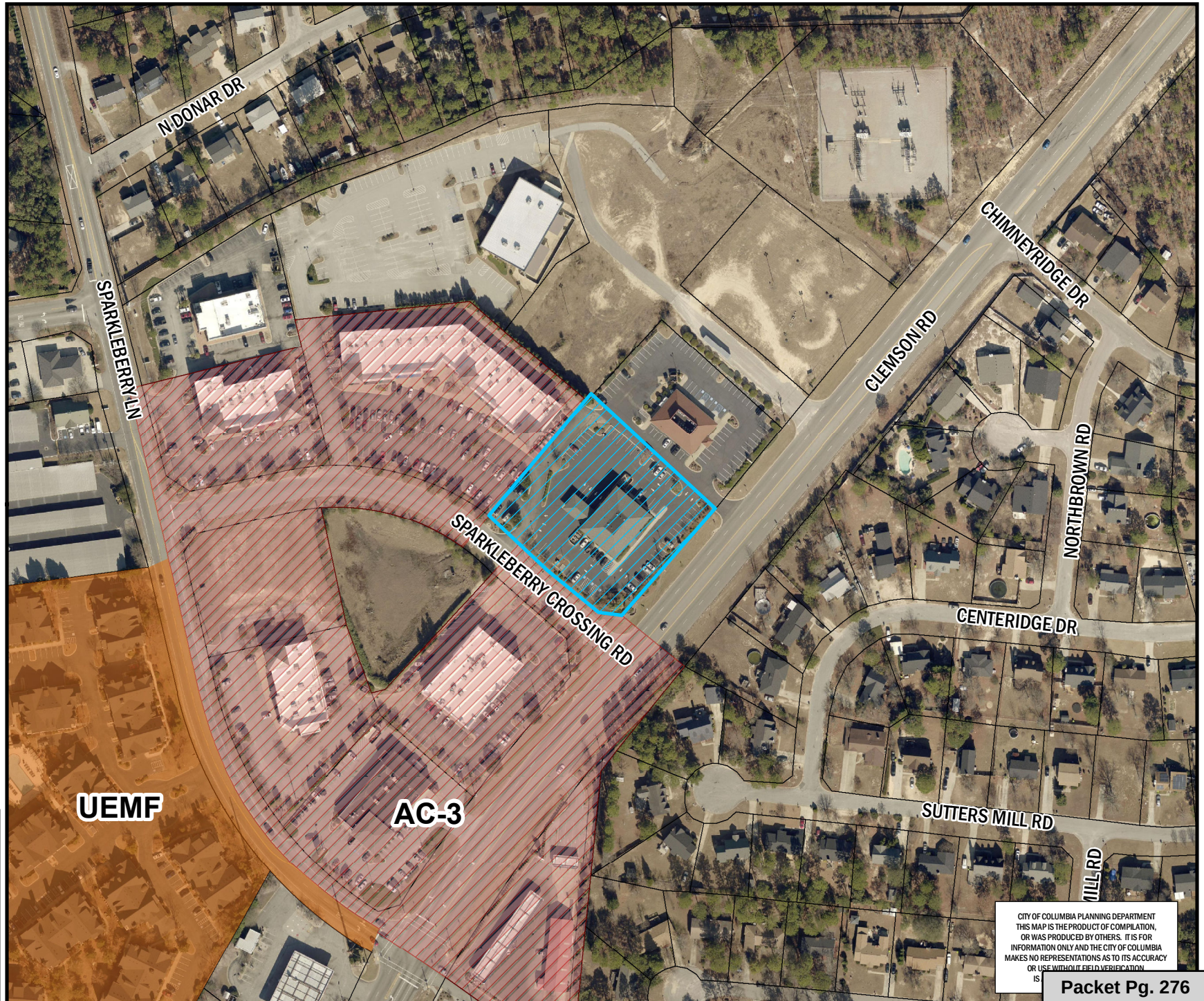
Future Land Use Map

Department of Planning & Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25 19.b
Current FLU: Mixed Use Corridor, Proposed Interim FLU: AC-3



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 29, 2019





CITY COUNCIL

December 17, 2019 at 6:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to confirm zoning of General Commercial (C-3). The property currently has interim zoning of General Commercial District (C-3).	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres
 Current Use: Commercial (Bank/Professional Offices)
 Proposed Use: Commercial (Bank/Professional Offices)
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Regional Activity Corridor (AC-3)
 Proposed Interim City Land Use: Regional Activity Corridor (AC-3)
 Current Interim Zoning: General Commercial (C-3)
 Proposed Interim City Zoning: General Commercial (C-3)
 Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Regional Activity Corridor (AC-3).

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

Primary Types

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

Secondary Types

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

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently assigned an interim zoning of General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and RS-LD to the East.

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of General Commercial District (C-3).



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25705
Interim FLU: AC-3, Proposed FLU: AC-3

20.a

Department of Planning &
Development Services

Legend

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



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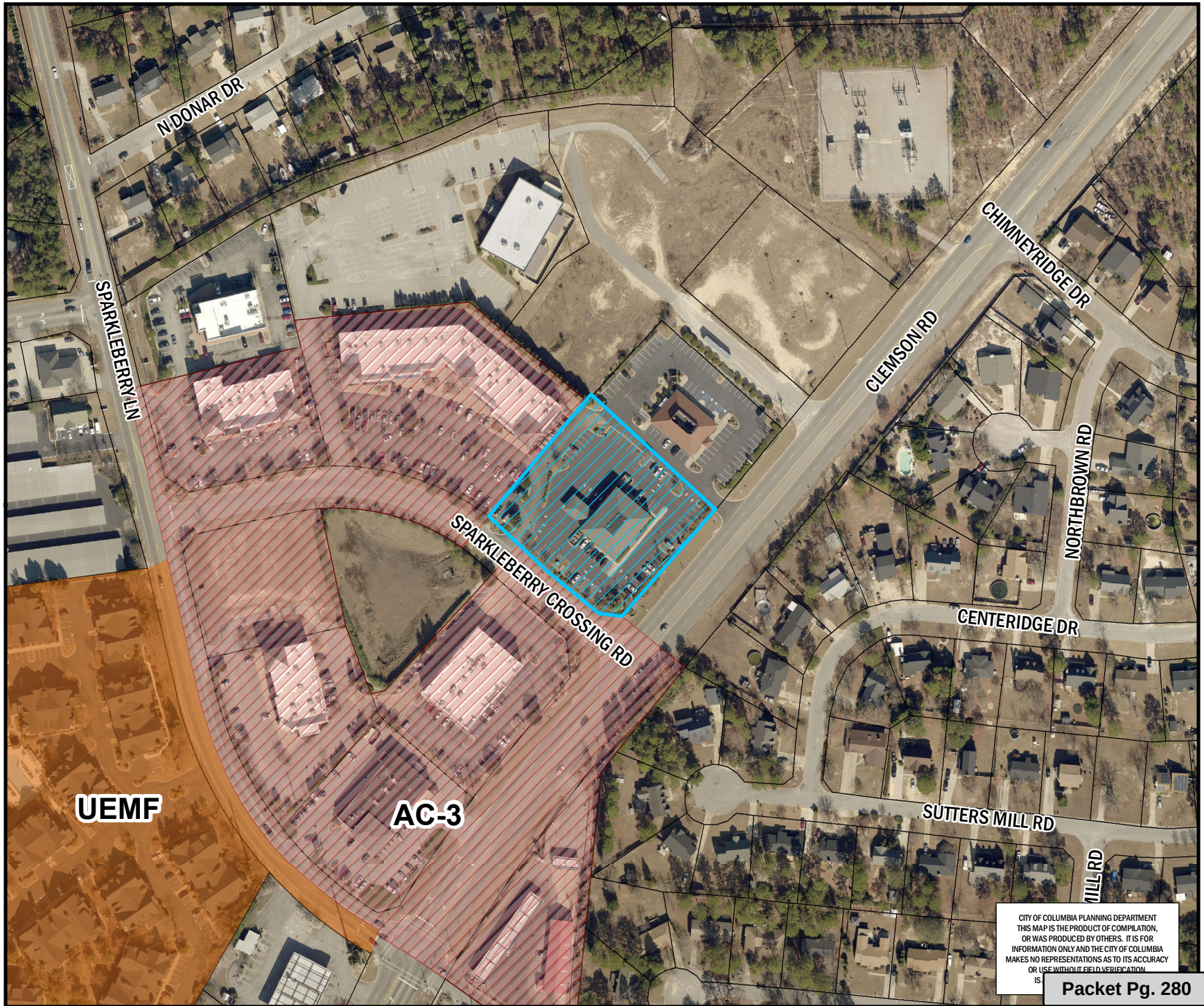
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 29, 2019



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Packet Pg. 280

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25705-
Interim Zoning: C-3, Proposed Zoning: C-3

20.a

Legend

PARCELS

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



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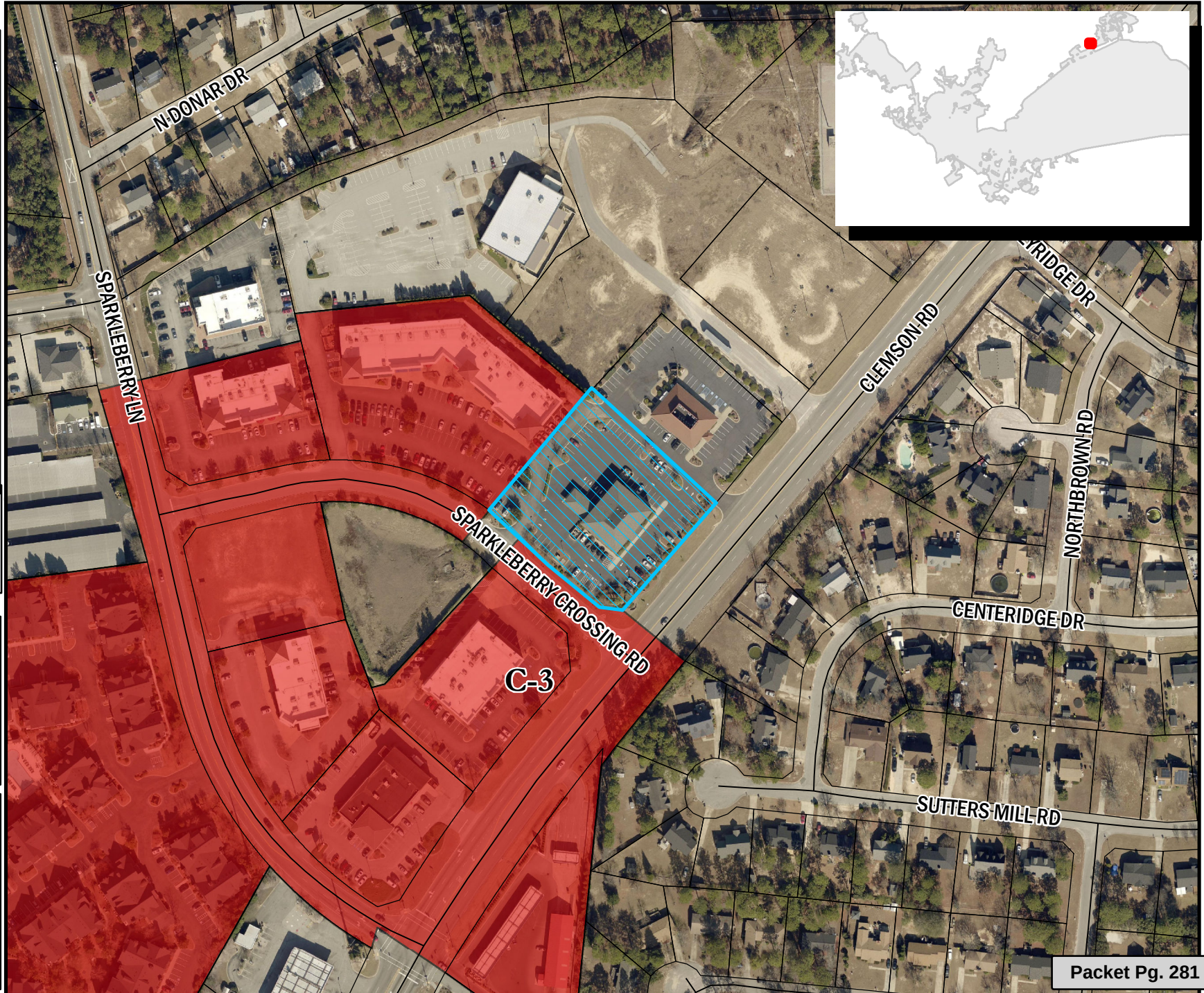
Shane Shaughnessy
July 29, 2019

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Packet Pg. 281



CITY COUNCIL

December 17, 2019 at 6:00pm

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

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

5640 Old Forest Drive, TMS #16710-01-02

City Council District:	4
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 – Future Land Use Map to modify the land use classification on a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).
Applicant:	Pendleton Gove, Colliers International
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.19 acres

Current Use: Vacant

Proposed Use: Hotel

Current Land Use Classification: Fort Jackson (SD-6)

Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current Zoning: Single-Family Residential District, -Ft. Jackson 3000' Buffer (RS-1, -FTJAX)

Proposed Zoning: General Commercial District, -Ft. Jackson 3000' Buffer (C-3, -FTJAX)

Fort Jackson 3,000' Buffer: Fort Jackson has indicated that they have no objection to the proposed amendment to the future land use map.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Fort Jackson (SD-6) in The Columbia Plan 2018 Future Land Use Map. The proposed future land use classification for the property is Urban Edge Activity Center (UEAC-2).

Fort Jackson (SD-6)

The U.S. Army training center at Fort Jackson trains over 50% of all soldiers entering the Army each year. Fort Jackson contains over 52,000 acres, including over 100 ranges and field training sites and 1,160 buildings. The site houses a variety of uses.

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors, and may occupy all quadrants of the intersection.

Fort Jackson (SD-6)*Primary Types*

- Civic/Institutional

Secondary Types

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

Urban Edge Regional Activity Center (UEAC-2)*Primary Types*

- Small to Extra Large Business/Employment (incl. High-rise)
- Multi-family Small to Medium Mixed-use

Secondary Types

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

Tertiary Types

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

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

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

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).



Future Land Use Map

5640 Old Forest Drive, TMS# 1671 21.a
Current FLU: SD-6, Proposed FLU: UEAC-2

Department of Planning &
Development Services

Legend

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



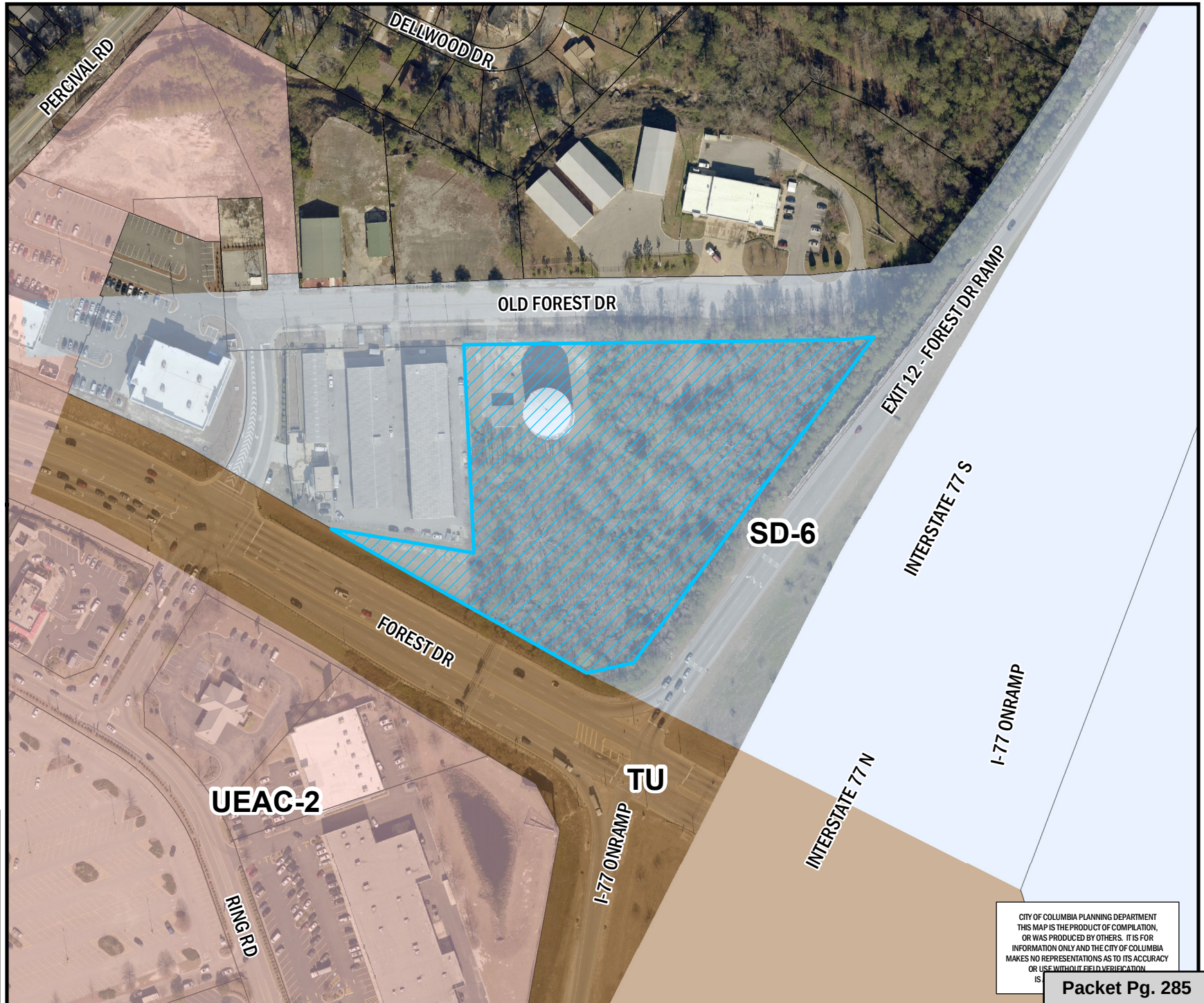
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-091

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
5640 Old Forest Drive; Richland County TMS# 16710-01-02*

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

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

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

WHEREAS, 5640 Old Forest Drive; Richland County TMS# 16710-01-02, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Fort Jackson (SD-6), while the future land use classification of Urban Edge Regional Activity Center (UEAC-2) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that the designated land use for 5640 Old Forest Drive, Richland County TMS# 16710-01-02, was identified as Fort Jackson (SD-6) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 4, Census Tract 113.01, contains 5.19 acres, and the land use classification shall be amended to Urban Edge Regional Activity Center (UEAC-2).

Requested by:

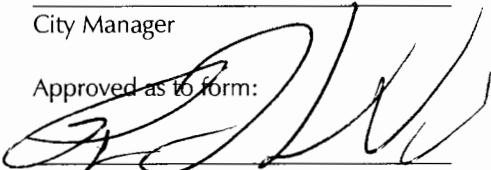
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Future Land Use Map

5640 Old Forest Drive, TMS# 1671 **21.b**
Current FLU: SD-6, Proposed FLU: UEAC-2

Department of Planning &
Development Services

Legend

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



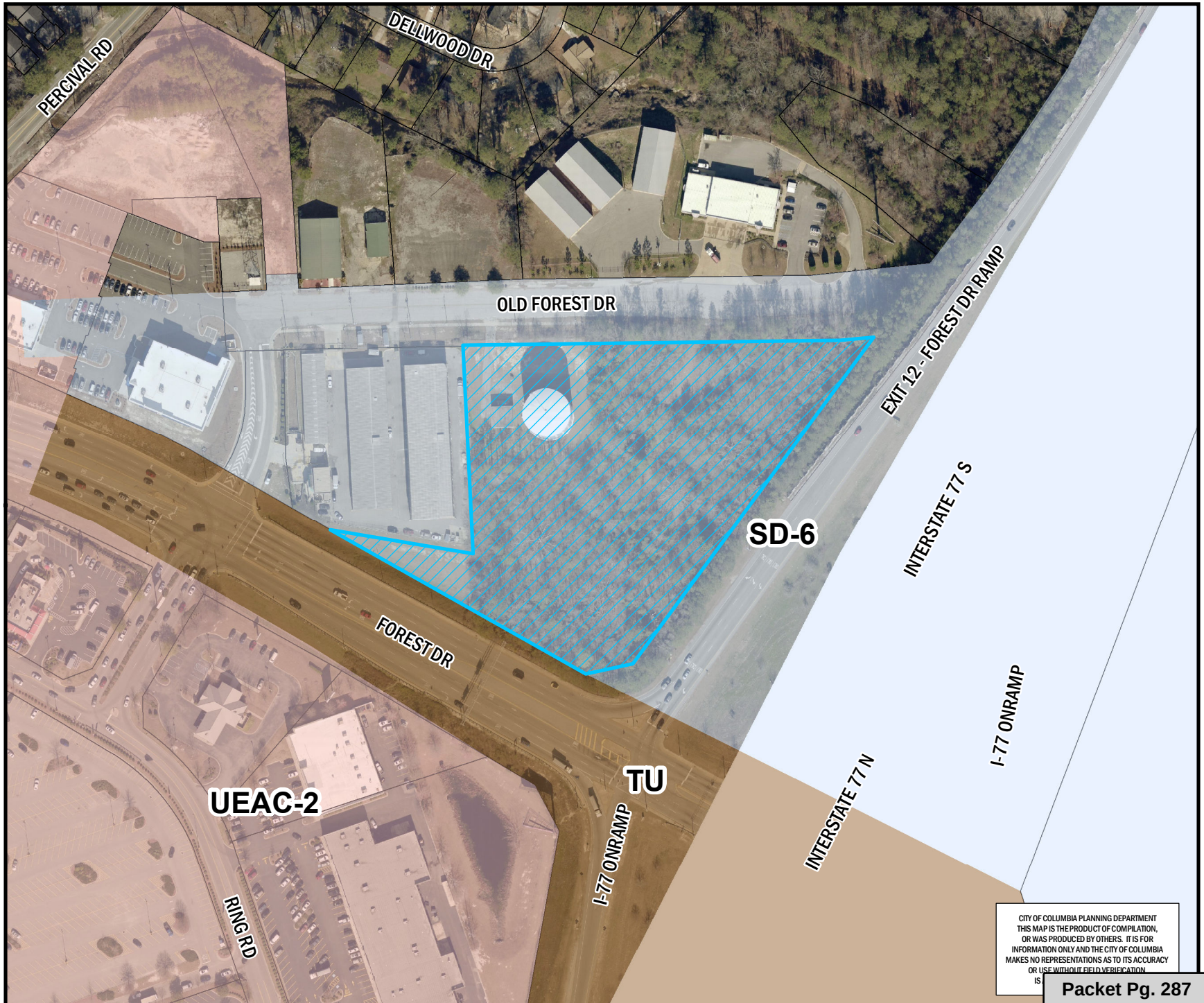
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

December 17, 2019 at 6:00pm

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

Zoning Map Amendment Case Summary 5640 Old Forest Drive, TMS #16710-01-02

City Council District:	4
Proposal:	Request to rezone the parcels from Single-Family Residential District, -Fort Jackson 3000' Buffer (RS-1, -FTJAX) to General Commercial District, -Fort Jackson 3000' Buffer (C-3, -FTJAX).
Applicant:	Laura Baker, Cox and Dinkins c/o Fort Props, LLC
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.19 acres
 Current Use: Vacant
 Proposed Use: Hotel
 Current Land Use Classification: Fort Jackson (SD-6)
 Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
 Current Zoning: Single-Family Residential District, -Ft. Jackson 3000' Buffer (RS-1, -FTJAX)
 Proposed Zoning: General Commercial District, -Ft. Jackson 3000' Buffer (C-3, -FTJAX)
 Fort Jackson 3,000' Buffer: Fort Jackson has indicated that they have no objection to the proposed rezoning.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Fort Jackson (SD-6) in The Columbia Plan 2018 Future Land Use Map. The proposed future land use classification for the property is Urban Edge Activity Center (UEAC-2).

Fort Jackson (SD-6)

The U.S. Army training center at Fort Jackson trains over 50% of all soldiers entering the Army each year. Fort Jackson contains over 52,000 acres, including over 100 ranges and field training sites and 1,160 buildings. The site houses a variety of uses.

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors, and may occupy all quadrants of the intersection.

Fort Jackson (SD-6)

Primary Types

- Civic/Institutional

Secondary Types

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

Urban Edge Regional Activity Center (UEAC-2)

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise)
- Multi-family Small to Medium Mixed-use

Secondary Types

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

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-1). The abutting properties in the City of Columbia have base zoning of General Commercial District (C-3) to the West, Planned Unit Development-Commercial District (PUD-C) to the South, and Single-Family Residential District (RS-1) to the East. The abutting properties in unincorporated Richland County are zoned RM-HD and GC to the North.

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

Single-Family Residential District (RS-1)

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

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to

best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council to rezone the parcels from RS-1, -FTJAX to C-3, -FTJAX.



Future Land Use Map

5640 Old Forest Drive, TMS# 1671 22.a
Current FLU: SD-6, Proposed FLU: UEAC-2

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
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-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



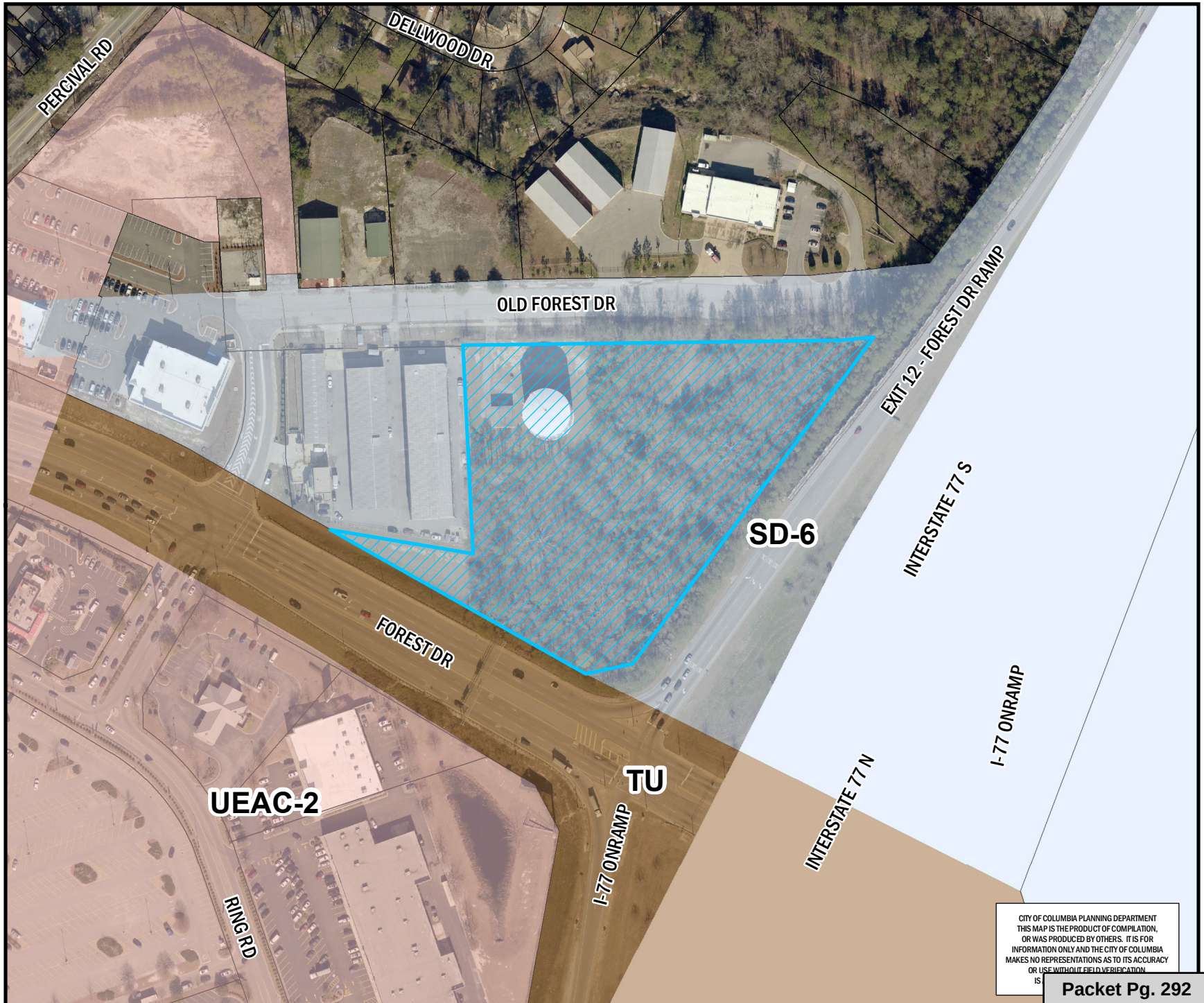
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Shane Shaughnessy
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

5640 Old Forest Drive, TMS# 16710 22.a
Current Zoning: RS-1, Proposed Zoning: C-3

Legend

PARCELS

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

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ORIGINAL PREPARATION/DATE:
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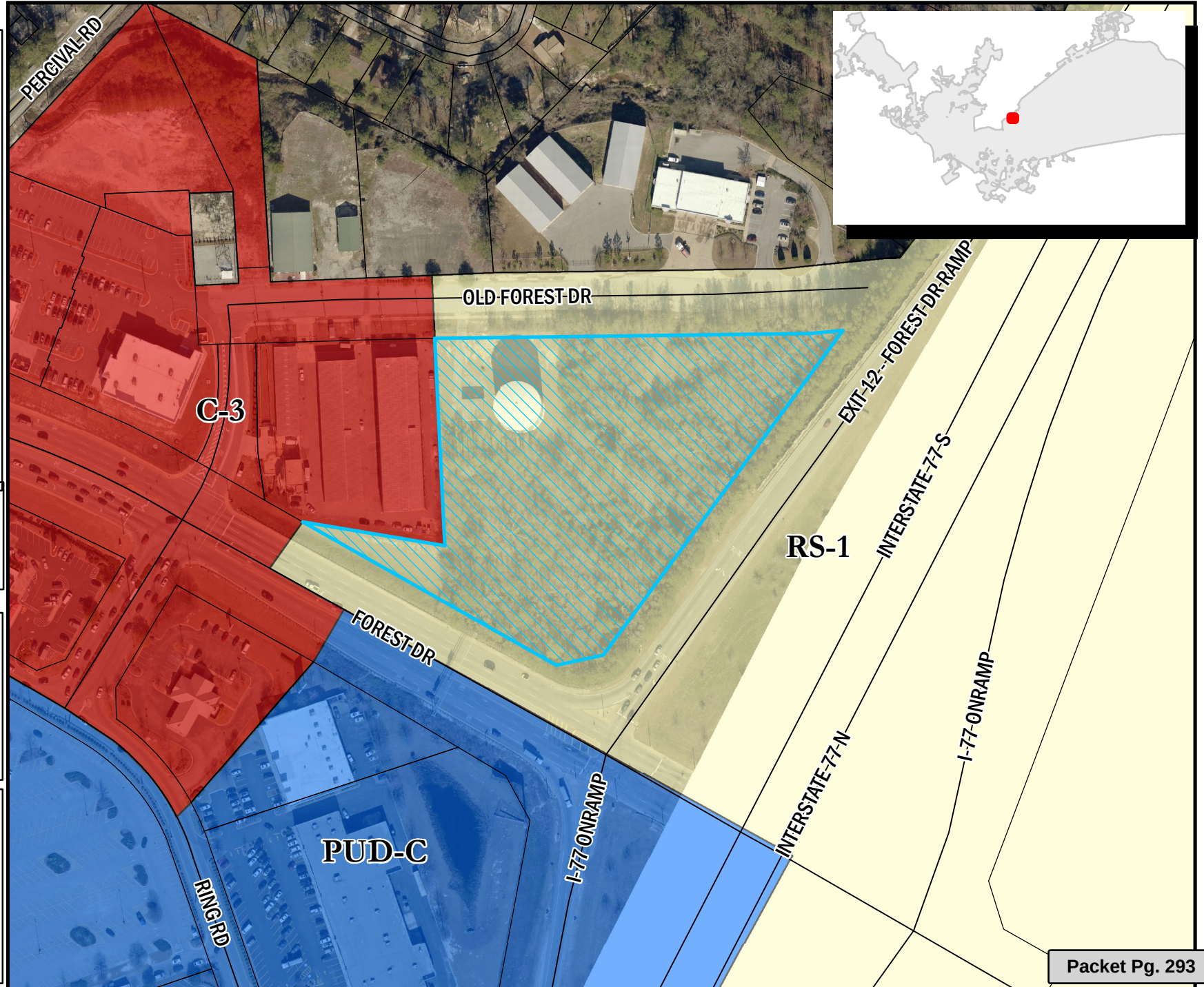


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted 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)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops

Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
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
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
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
Microbrewery (Sec. 17-290) products
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals

Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
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
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



CITY COUNCIL

December 17, 2019 at 6:00pm

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

Major Amendment to a PUD-LS Case Summary

7743, 7749 and 7801 Garners Ferry Road, 2 Acres Garners Ferry Road, 1.4 acres Garners Ferry Road, 7.31 acres Garners Ferry Road, 7831 Garners Ferry Road, 7841 Garners Ferry Road, 1.12 acres S/S Garners Ferry Road, 46.42 acres S/S Pineview Drive, 63.38 acres B/S Pineview Drive, 609 Clif Kinder Road, 6.26 acres Clif Kinder Road and Corner Wind Lane, 105-225 Council Loop, 312-441 Council Loop, 501-637 Scribes Lane, 1-8 Silage Court, 105 Trading Path Lane, 110 Trading Path Lane, 105-138 Holstein Lane, 1.46 acres Holstein Lane, 103, 107, 111, 115, 119, 123, 127, 131, 135, 139, 143, 147, 151, 155, 159, 163 Beacons Field Road, .14 acres Hay Meadow Lane, 210, 211, 215, 219, 223, 227, 231, 235, 239, 243 Beacons Field Road, .20 acres SE/S Beacons Field Road, .28 acres S/S Beacons Field Road, 300, 304, 308, 312, 316, 317, 320, 321, 324, 325, 328, 329, 332, 333, 336 Beacons Field Road, .06 acres SW/S Beacons Field Road, .04 acres Hay Meadow Lane, 102-160 Jersey Lane, 12 Hay Meadow Lane, 109, 113, 117, 121, 125, 129 Hay Meadow Lane, 132-157 Hay Meadow Lane, 52, 56, 60, 64, 68, 72, 76, 80, 84, 88 Salers Lane, .11 acres SW/S Salers Lane;

TMS# 19100-06-01 to -22, 19101-01-01 to -05, 19101-02-01 to -04, 19101-03-01 to -09, 19101-04-01 to -17, 19101-06-01 to -11, 19101-07-01 to -07, 19101-08-01 to -10, 19101-09-01 to -06, 19004-01-01 to -21, 19004-02-01 to -08, 19004-03-01 to -07, 19004-04-01 to -04, 16313-02-01 to -09, 16313-03-01 to -19, 16313-04-01 to -10, 16313-05-01 to -20, 16313-06-01 to -42, 16313-07-01 to -07, 16313-08-01 to -14, 16313-09-01 to -04, 16313-10-01 to -27, 16313-11-01 to -02, 16313-12-01, 16216-02-01 to -05

Council District:	3
Proposal:	Request to make a Major Amendment to a PUD-LS.
Applicant:	Robert Fuller, Attorney
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (6-0, 1 member recusal)
ZPH, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±45 acres

Current Use: Mixed use Planned Unit Development

Proposed Use: Mixed use Planned Unit Development

Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current Zoning: Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP)

Proposed Zoning: Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Community Activity Center (UEAC-1) in The Columbia Plan 2018 Future Land Use Map.

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

Primary Types

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

Secondary Types

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

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP). The abutting properties in the City of Columbia have base zoning of General Commercial District (C-3) to the North, General Residential District (RG-2) to the West, and Light Industrial District (M-1) to the East. Abutting properties in unincorporated Richland County are zoned GC to the North and East, RM-HD and RU to the West, and M-1 to the South.

The proposed zoning district is Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

-Flood Protective Area (-FP)

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

STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to this PUD-LS.



Future Land Use Map	<i>Burnside Farms Planned Unit Development</i> <i>Current FLU: UEAC-1</i>	23.a
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23.a

*Department of Planning &
Development Services*

Legend

 CITY LIMITS
 PARCELS

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



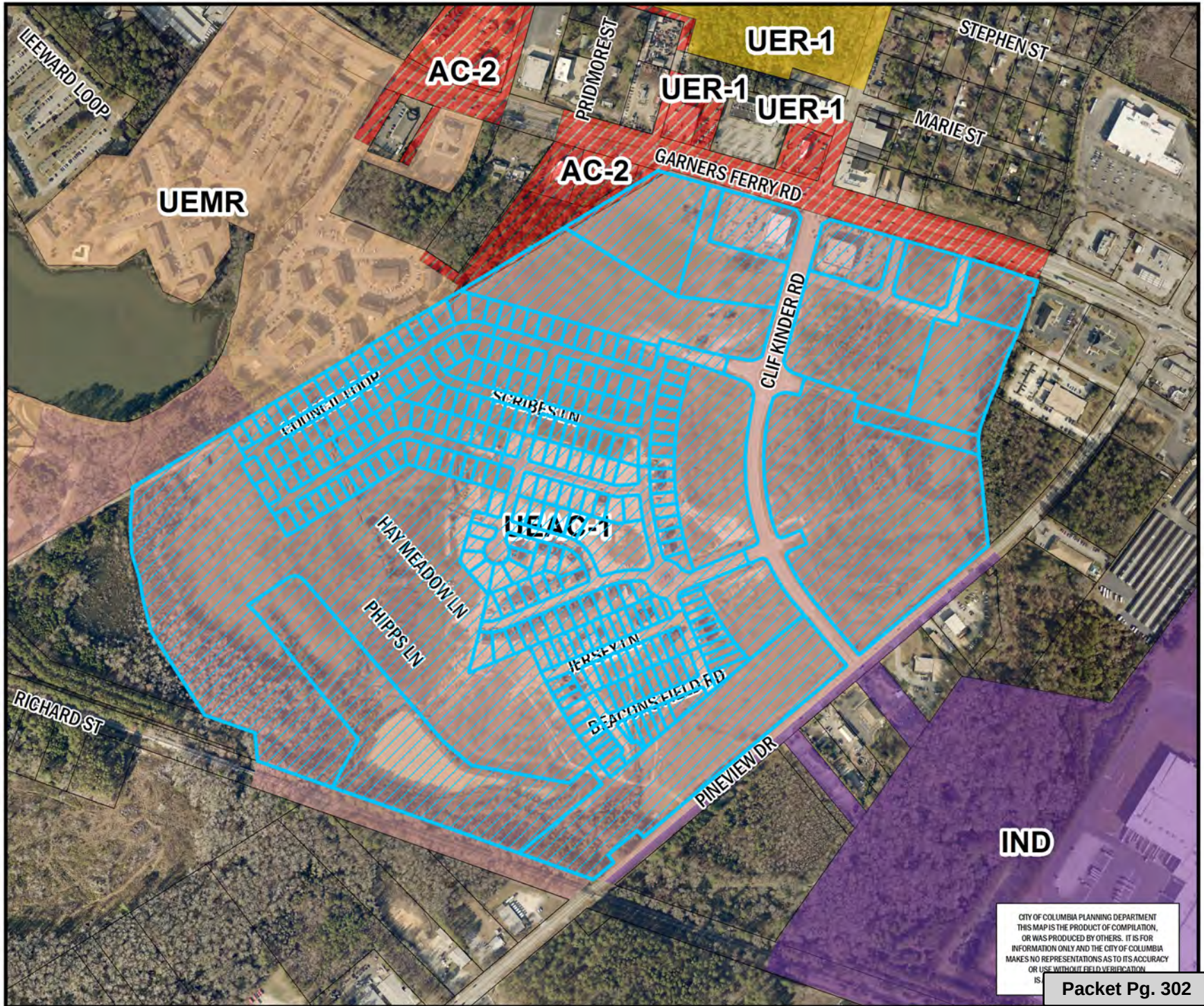
0 150 300 600 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 13, 2019



We Are Columbia



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

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

Burnside Farms Planned Unit Development
Current Zoning: PUD-LS and PUD-LS, -FP where applicable

23.a

Legend

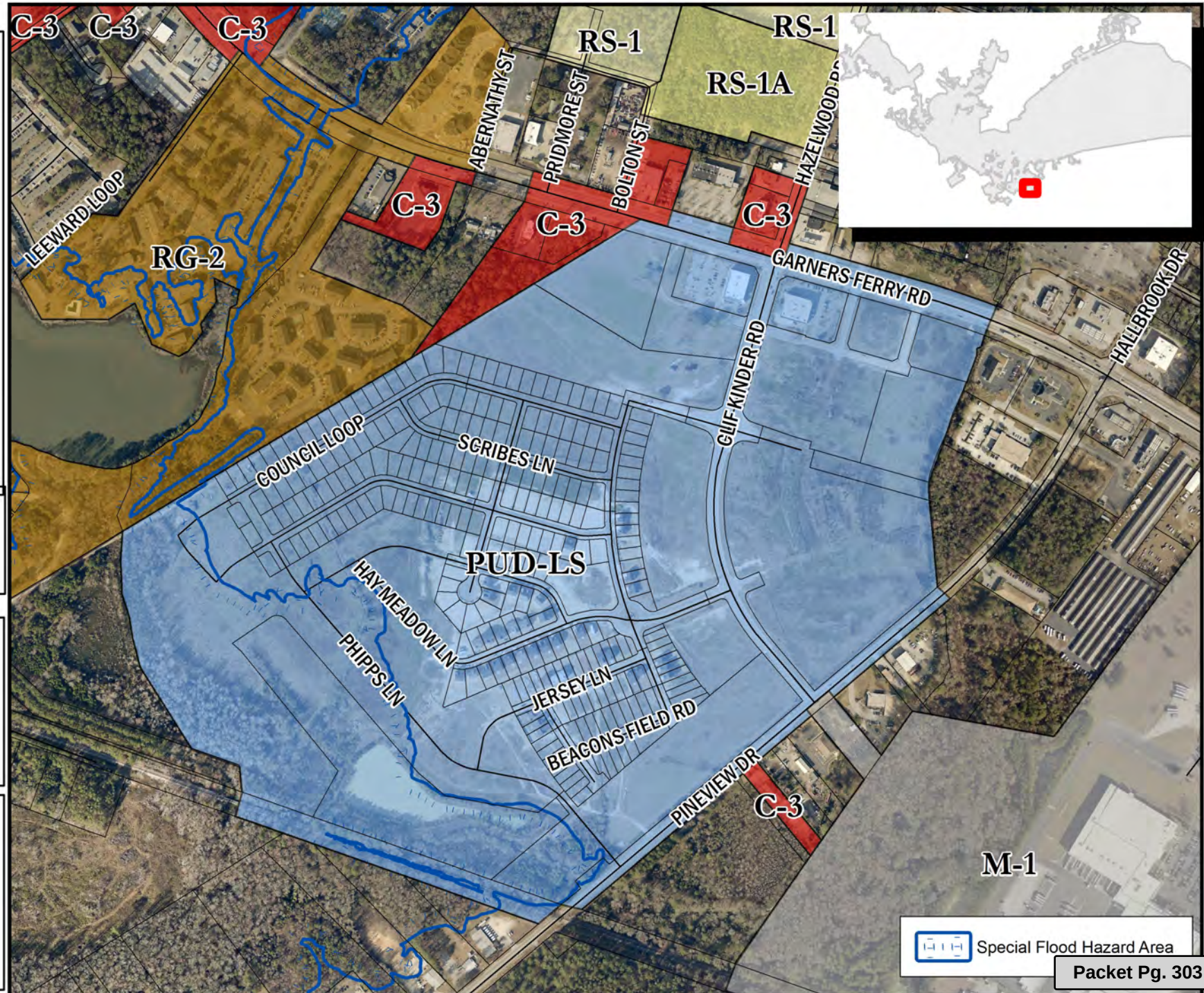
PARCELS

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	

0 140 280 560 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 9, 2019

DISCLAIMER:
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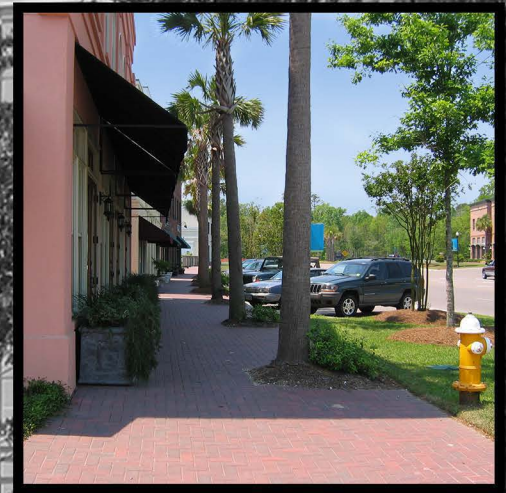
Special Flood Hazard Area

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BURNSIDE FARM

APRIL 26, 2005

23.a



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2nd Revision September 6, 2005

3rd Revision July 15, 2019

BURNSIDE FARM

General Overview

Burnside Farm is a 190+ acre, third (3rd) generation farm located at the Southwest corner of the intersection of Garners Ferry Road (US 76/378) and Pineview Road. This is in the Lower Richland area of Columbia. At the present time, this property is in the County but it adjoins the city limits to the North (the adjoining East Lake residential area is in the city limits of Columbia).

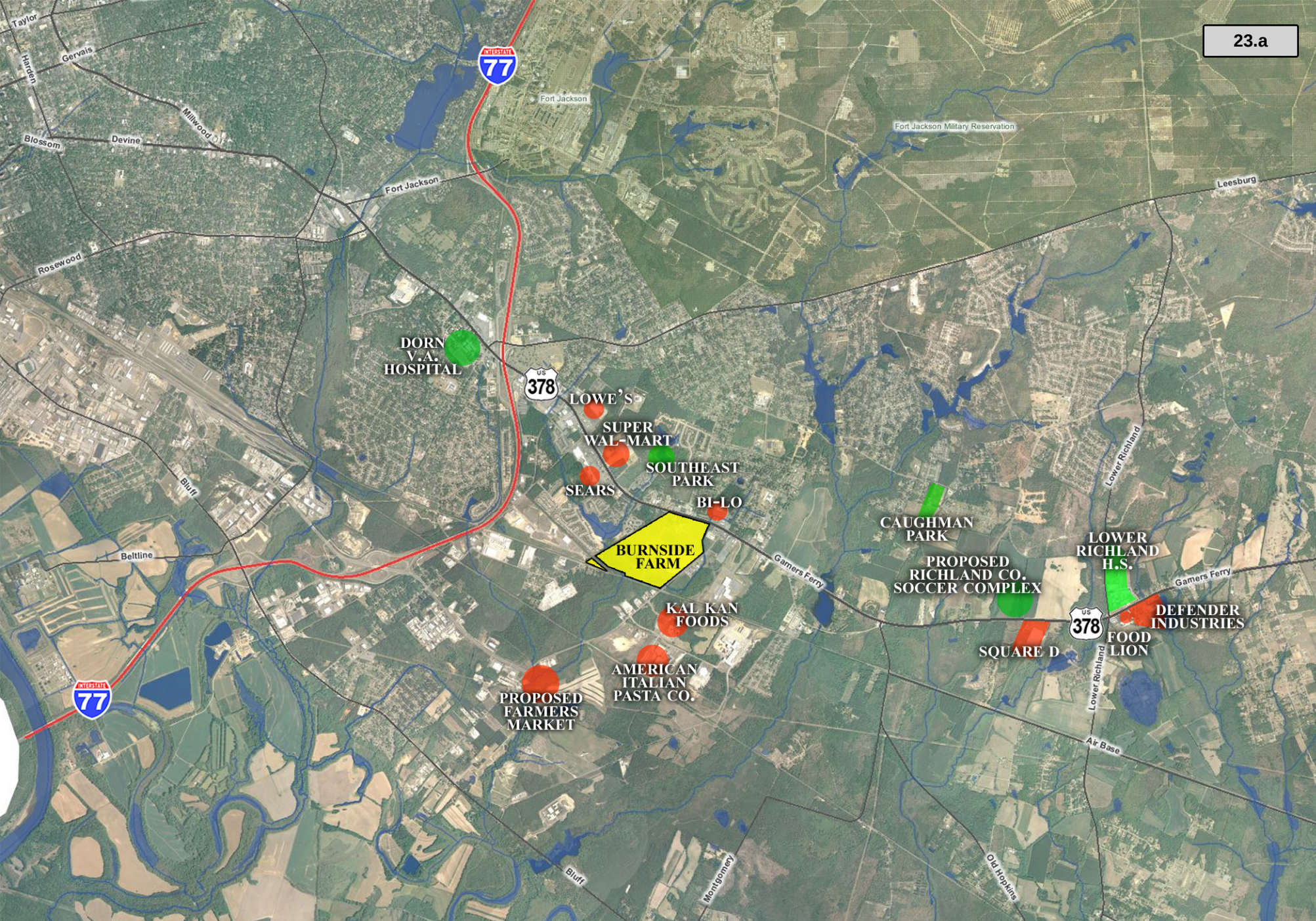
This currently active farm is surrounded by existing commercial/industrial, single family and multi-family developments. Almost directly across Garners Ferry Road on Hazelwood, the City of Columbia is constructing its newest community park facility/tennis complex.

Garners Ferry Road is the main East/West traffic corridor in this portion of the City. Pineview is a relatively new, major traffic artery. Pineview connects Bluff Road and Shop Road (the location of the proposed relocated State Farmer's Market) to Garners Ferry Road.

Lower Richland is a once rural portion of the county that is currently experiencing rapid development. Within the last year several major commercial and residential projects have been completed and/or being re-zoned for future development. This has made this portion of the City/County very desirable.

Burnside Farm is currently an active cattle farming operation. With the exception of the two (2) owners' residences, some farm buildings and one low area at the rear (westerly) portion of the site, the entire farm is a grass pasture. The entire farm slopes gently from the high areas along Garners Ferry Road to the west towards a railroad track which is on the western boundary of the farm. All surface storm water drains east to west and exits the site under the railroad track.

Closer to downtown, the large Super Wal-Mart development which includes other stores and eating establishments recently opened. The merged K-Mart and Sears store currently occupy the recently abandoned old Wal-Mart building. Further East (away from town) several major food stores, drug stores and numerous eating establishments have developed within the last several years. This is in addition to the established industry, commercial and retail spaces.



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Within the last year at least five (5) new residential developments including several thousand single family house sites have been announced within two (2) miles of Burnside Farm. All of these future residents must drive past Burnside Farm if they work within the City of Columbia or use I-77 as access to their work site.

I-77 is within two (2) miles of this site. Burnside Farm has easy access to I-77 by way of Garners Ferry Road or Pineview to Shop or Bluff Road. Current traffic signals make access from Burnside Farm to I-77 favorable.

To date, Lower Richland and East Columbia have developed in the traditional strip commercial along major traffic arteries and single family residential behind the commercial with a sprinkling of multi-family also facing the major traffic arteries.

East Columbia/Lower Richland has no real general core/identity areas. Examples of core areas in other portions of Columbia are Five Points or Eau Claire. Newer examples of this are the Town Center portions of the Lake Carolina Community, the Daniel Island Town Center, Daniel Island, Charleston, S.C., or the Sandhills Center on Clemson Road in Northeast Columbia.

Burnside Farm can become the community oriented, East Columbia Urban Town Center. The size, shape, location and land features give it the unique ability to become the true mixed use (like Five Points) urban center for East Columbia.

The development desire is to create through this PUD zoning application, a planning structure that will encourage a total mix of uses to include traditional single family, multi-family and commercial along with live/work, living over working and home/office all within a totally pedestrian friendly urban environment. Traditional neighborhood developments encourage a mix of commercial and residential. The best example of this re-zoning's objective is to create a Five Points type mixed live, work, study, recreational environment.

This concept has been very successful in other communities. The Town Center development in Mt. Pleasant and Daniel Island in Charleston County, and the upcoming Town Center at Lake Carolina are just three (3) examples of this desired concept.

Mixed uses are the main element that make areas like Five Points desirable. There are highly desirable single family residential surrounding an intensely developed mix of shops; restaurants; multi-level, multi-family housing both owner occupied and rental; recreational; educational; religious and public support facilities all within a walking environment.



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APRIL 19, 2005

Uses and relationships between uses proposed on The Generalized Development Plan (G.D.P.) show some mixed uses that are normally considered, in traditional developments, conflicting, such as multi-family/commercial. However these two (2) are very compatible. In older downtowns like Charleston, living and working are encouraged over commercial establishments. Small restaurants should be close to offices and homes. It should not be necessary to “get in your car” to get from your home to “eat out”, shop or worship.

Burnside Farm is to be the East Columbia Urban Center and a major city wide destination.

Planned Urban Development Update and Amendment

July 2019

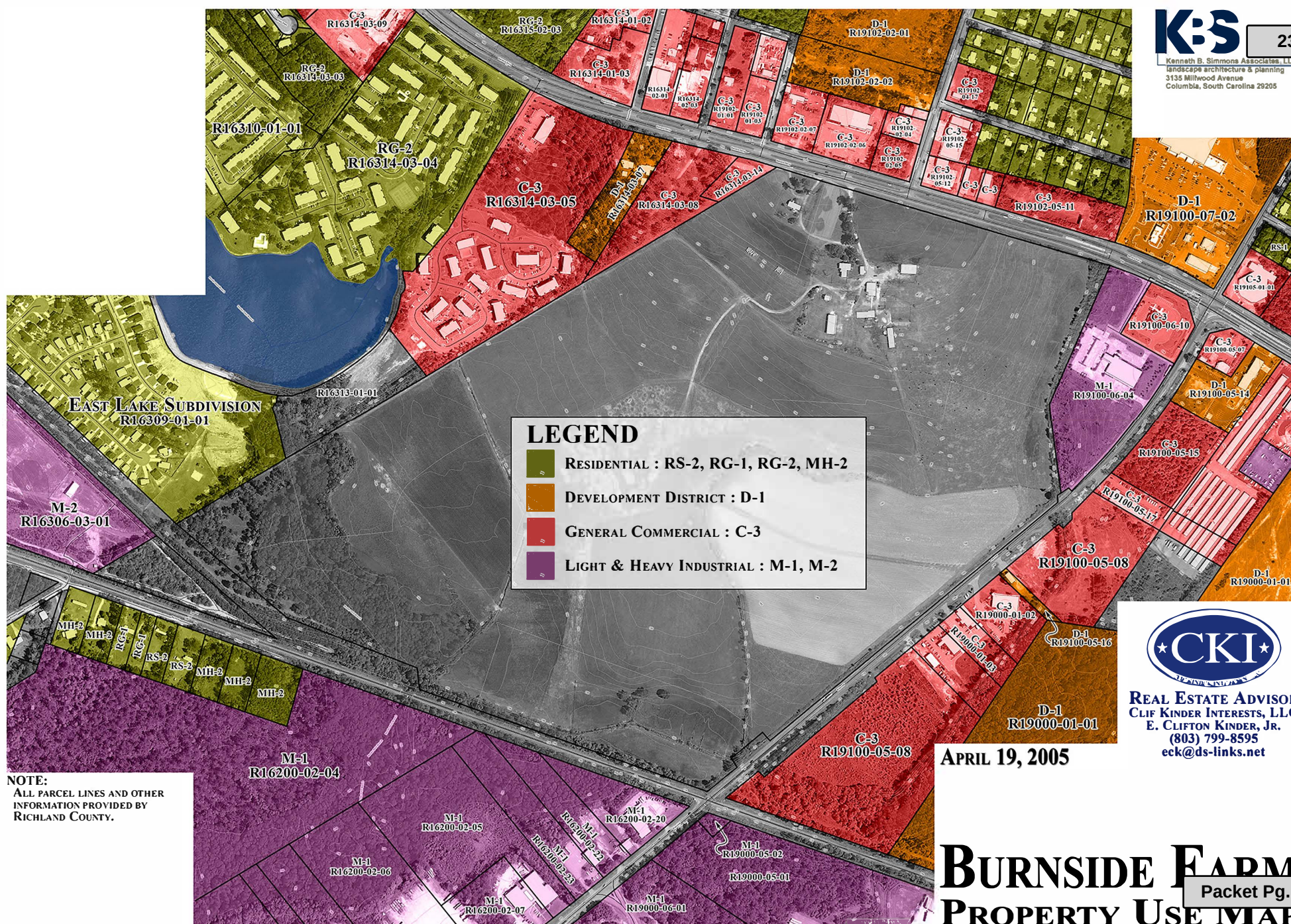
The Burnside Farm Planned Urban Development was approved by the City of Columbia in 2005 and was intended to be a dense, urban, mixed used development that mirrored other notable South Carolina urban environments such as The Towne Center developments in Mt. Pleasant and Daniel Island, Town Center in Lake Carolina, The Village at Sandhills and Five Points. This style of urban development was popular during the early 2000's as the economy was at peak levels and consumerism was at its all time high. The Burnside Farm plan consisted of single family (91 acres), transitional (19 acres), multi-family (25 acres) and commercial (57 acres) uses. Within the uses, Burnside Farms was approved for 600 single family homes and 600 multi-family units, for a total of 1200 dwelling units. The total buildout was estimated to be 5 years with a completion date of 2011. Upon Columbia City Council approval, Burnside Farm constructed all the of the infrastructure necessary for full development at a cost in excess of \$1.5 million. Sewer and storm management systems were designed, engineered and installed to serve the entire development. Hazelwood Road Extension (aka Clif Kinder Boulevard), sidewalks, Garners Ferry Road intersection improvements and an intricate traffic signal system were all designed and installed based on a traffic study accounting for the total volume of traffic generated at full completion.

In 2019 and eight years beyond scheduled completion, Burnside Farms is still in active development. The planned single-family residential portion has been reduced from 600 units to 413 units. Of the 413 units, 215 have been developed. Anticipated completion for the single family residential is 2022. Of the 57 acres of designated for commercial uses, 9.62 acres have been developed, leaving 47 acres undeveloped. The commercial businesses include CVS, Walgreen's, Tractor Supply and a car wash. There has been no multi-family construction, leaving all 600 units available. Lastly, the Transitional areas have remained vacant, although the 8 acres on the west side of Clif Kinder Blvd have been approved for additional single-family units through a Columbia Planning staff approval of a minor PUD amendment. These additional units are included in the 413 units mentioned previously.

The lack of progress in Burnside Farms is attributable to the Great Recession of 2008, the overall failure of the life style development concept nationally (Lake Carolina and Village at Sandhills

are local examples), and rapidly growing eCommerce/internet business. The net result is that the design of Burnside Farms no longer meets with the market demands. The 47 acres of commercial designated area will likely never be developed in full. In addition to the commercial land in Burnside Farms, there is a vast number of vacant and competing commercial parcels available for sale along Garners Ferry Rd, between Interstate 77 and Trotter Rd. With internet commerce, there simply isn't the demand for bricks and mortar as there used to be. Thus, the available commercial land in Southeast Columbia, as in almost all other commercial corridors, will need to be replaced with other alternate uses.

Forbes and US News has recently published reports that the preferences of the millennial generation are flexibility, amenities and community, and the increased demand that it is placing on the multi-family market in the United States. Freddie Mac estimates that 350,000 new apartment units will start construction in the United States in 2019. The established 25 acres of multi-family designated area in the Burnside PUD has been absorbed by the single-family demand, leaving no area in the PUD for multi-family development, despite being planned and approved for 600 units. Given the infrastructure with Burnside Farms is designed to accommodate much more density, the trends and growth in the multi-family sectors, and recognizing that 47 acres of vacant commercial land is more than the market will ever be absorbed, the proposed amendment to the Burnside Farms PUD is to allow for traditional, garden style multifamily and single-family uses in the Commercial designated area of Burnside Farms PUD. Additionally, the emphasis for urban, mixed use and "live work" design will no longer be applicable, but rather designs based on today's economy and development trends. All other guidelines will remain in place as will the Burnside Farm Declaration of Covenants, Conditions and Restrictions and Design Review Committee.



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APRIL 19, 2005

BURNSIDE FARM
PROPERTY USE MAP
Packet Pg. 313

Chapter 17
City of Columbia Codes, Ordinances and Regulations

PLANNING LAND DEVELOPMENT AND ZONING

*Chapter 17 of the City of Columbia Codes, Ordinances and Regulations
Adopted August 19, 1998 (see Appendix Co) that state requirements for PUD rezoning.
Note: Elements in brackets are subsections of Section C*

(c) PUD (PUD-LS) parcels in excess of 25 acres.

(1) Permitted principal uses and structures.

Current farming/existing single family housing and related existing uses will be allowed and continue until the demand for the proposed uses materialize.

Pertaining to land uses, this PUD will designate three (3) general land use types. There will be commercial, transitional (commercial and/or multi-family residential) and residential. The following is a more completed description of each type land use:

- Commercial uses shall include all urban/retail/commercial/business/service uses normally found in an urban center. However there shall be no Adult entertainment, Tattoo Parlors or otherwise considered non-family oriented businesses as determined by the D.R.C. (All reference in this document to D.R.C. shall mean The Burnside Farm Design Review Committee. See the major Planning Objective section for discussion of this D.R.C.). These Commercial areas are mainly on the edges of this urban center and along the major traffic arteries. However vehicular access to Garners Ferry Road will be limited. Residential living, **to include traditional, garden-style, multifamily concepts, as well as conventional single-family living**, maybe incorporated into these use areas ~~and there will be no height restrictions on the proposed structures~~. Government and Government related uses (such as Post Offices, Libraries, Schools, Police/Emergency/Fire services as well as religious facilities) will be encouraged in this area.
- Transitional areas may include all services in the commercial, but shall encourage a more residential predominance, **which may include traditional, garden-style, multifamily concepts, as well as conventional single-family living**.

- Residential will provide the neighborhood base for this urban center. Both multi-family and single family (as shown on the G. D. P.) will transition to the neighboring properties. ~~The multi-family shown in these all areas will be restricted to a maximum height of seventy five (75) feet and will relate to adjoining (traditional suburban) multi-family housing.~~

The single family housing will encourage clustering, small lots with large expanses of open space. Parks, greenway and pedestrian ways will be a major design element in each of these neighborhoods and between neighborhoods.

Very limited neighborhood commercial will be allowed at key intersections within all neighborhoods. The neighborhood commercial sites and uses in the single family and multi-family neighborhoods must be approved by the D.R.C.

This PUD shall allow all RD, RG-1, RG-1A, RG-2, RG-3, RS, C-1, C-2, C-3 and C-4 uses allowed under the existing City of Columbia zoning ordinance. However, fast food, banks, laundry/dry cleaners and other service related businesses with drive thru windows will be permitted. This includes ATM's, coffee, film, UPS, etc. ~~and auto service-related businesses such as oil change operations and retail tire stores.~~

A one acre area will be identified at the sketch plan approval stage and when a clearly defined need for civic uses is identified. These uses may include police substations, library, fire station, post office or any other use. The exact location will depend on the use but vehicular access to the site will be of maximum importance.

(2) *Permitted accessory uses and structures.*

See (1) above.

(3) *Permitted special exceptions.*

No special exception actions are required to establish any specific use. Uses and structures permitted in the least restrictive districts indicated in subsection (b)(1) of this section for any specific site size are permitted; provided they are approved by the D.R.C.

However, that the planning commission and city council shall ascertain that the effect and benefits usually derived from safeguards and conditions normally imposed upon special exceptions permissible in districts as listed in sections 17-231 through 17-244 (see Appendix C) will substantially be met by the site plan and development controls of the proposed planned unit development.

(4) *Minimum lot area.*

Single Family Residential – Detached lot sizes shall vary based on neighborhoods. However the minimum lot size shall be 32 x 100 ft. Modifications to the lot sizes will be considered a minor PUD amendment if recommended by the D.R.C.

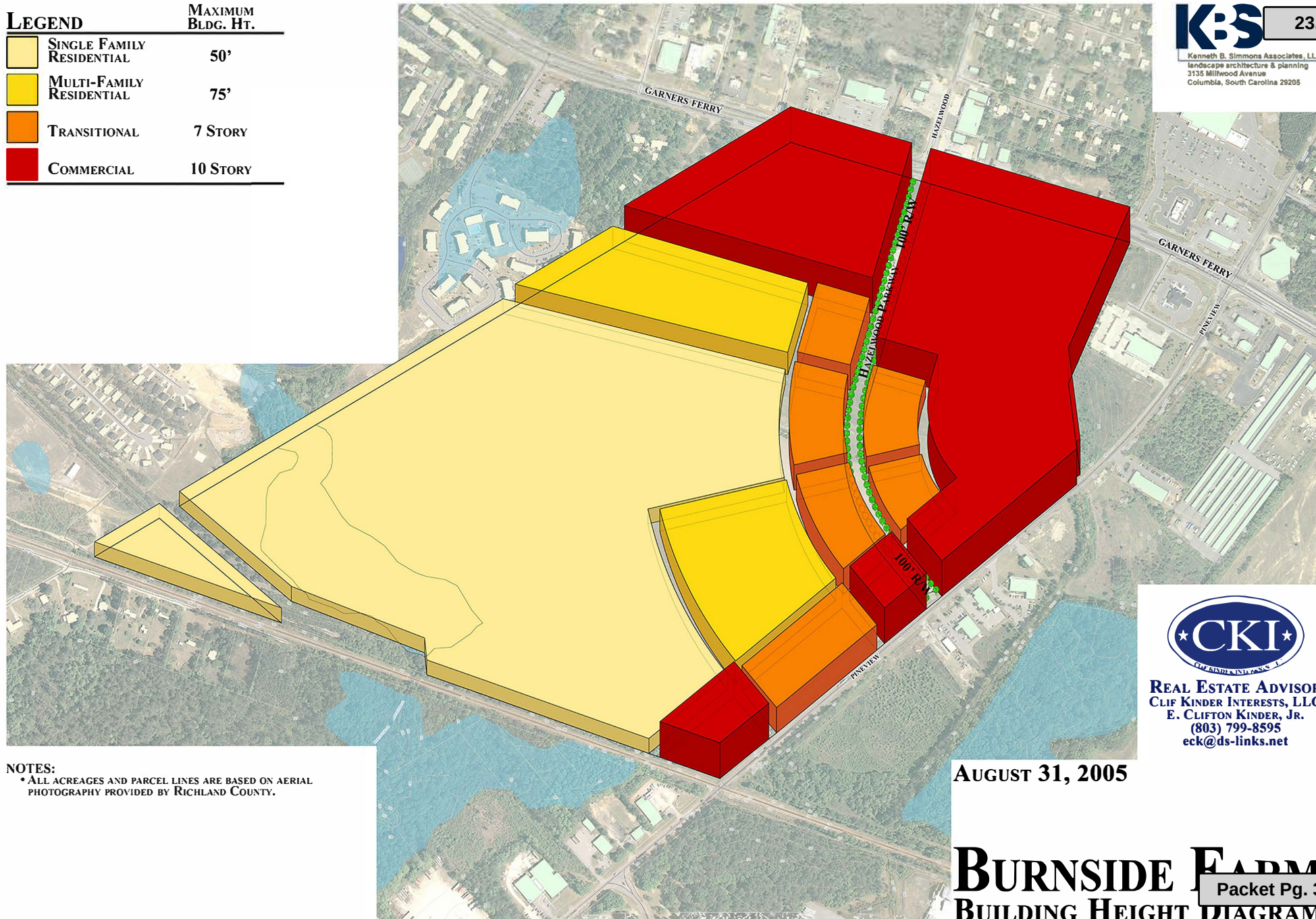
Setbacks for every phase of every neighborhood shall be approved by the D.R.C. prior to submittal of the preliminary plat and shall become a part of said plat. However lot setbacks shall be a minimum of: front 7 ½ feet, side 5.0 feet and back 0. Corner lots shall have sideline setbacks of 1 ½ times or 7 ½ feet on the street side. The D.R.C. shall have the authority to approve variances to these setbacks for a maximum of ten percent (10%) of the total lots in each phase.

(5) *Height and area regulations.*

- Commercial shall have a height limitation, not to exceed ten (10) stories and transitional zoning areas shall have a height limitation, not to exceed seven (7) stories as shown on the Generalized Development Plan.
- Multi-family residential as shown on the Generalized Development Plan shall be limited in height to seventy five (75) feet in the residential portion of this project ~~and no limit in the transitional portion of this project~~ and shall be limited to seventy five (75) feet if placed within either the commercial or transitional areas.
- Single family residential as shown on the Generalized Development Plan (attached) shall be limited to a maximum of six hundred (600) deeded lots and building height shall not exceed fifty (50) feet. Exceptions to heights may be approved as a minor amendment by the Planning Commission.

(6) *Off-street parking and loading.*

LEGEND		MAXIMUM BLDG. HT.
	SINGLE FAMILY RESIDENTIAL	50'
	MULTI-FAMILY RESIDENTIAL	75'
	TRANSITIONAL	7 STORY
	COMMERCIAL	10 STORY



NOTES:
• ALL ACRESAGES AND PARCEL LINES ARE BASED ON AERIAL PHOTOGRAPHY PROVIDED BY RICHLAND COUNTY.



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
E. CLIFTON KINDER, JR.
(803) 799-8595
eck@ds-links.net

AUGUST 31, 2005

Off-street parking and loading requirements as set forth in division 10 of this article shall be met for each use within the planned unit development.

(7) *Signs.*

Signs are permitted in this PUD only in accordance with provisions of division 12 of this article. Temporary project and builder signs are permitted within Burnside Farm if approved by the D.R.C. Real Estate “For Sale” or “For Lease” signs are permitted subject to the D.R.C. approval.

(8) *Administrative application and review procedures.*

A. *Generalized development plan.*

I. *Plan*

See the next page for the G.D.P.

II. *Legal description*

See Appendix A

III. *Total number of acres in the development area*

190+ acres

IV. *Number of acres devoted respectively to reflect requirements of subsection (c)(8)d.1 of this section*

See the G. D. P.

V. *Number of dwelling units*

See the G.D.P.

VI. *An outline of development phasing.*

Total build out is anticipated in five (5) years. It is expected that the residential demand will result in two hundred (200) to two hundred fifty (250) dwelling units per year. Commercial will result in approximately ten (10) acres per year.

VII. *Environmental characteristics and open space.*

See Major Planning objectives and guidelines

VIII. *Covenants or other legal restrictions applicable to the project*

See Appendix B

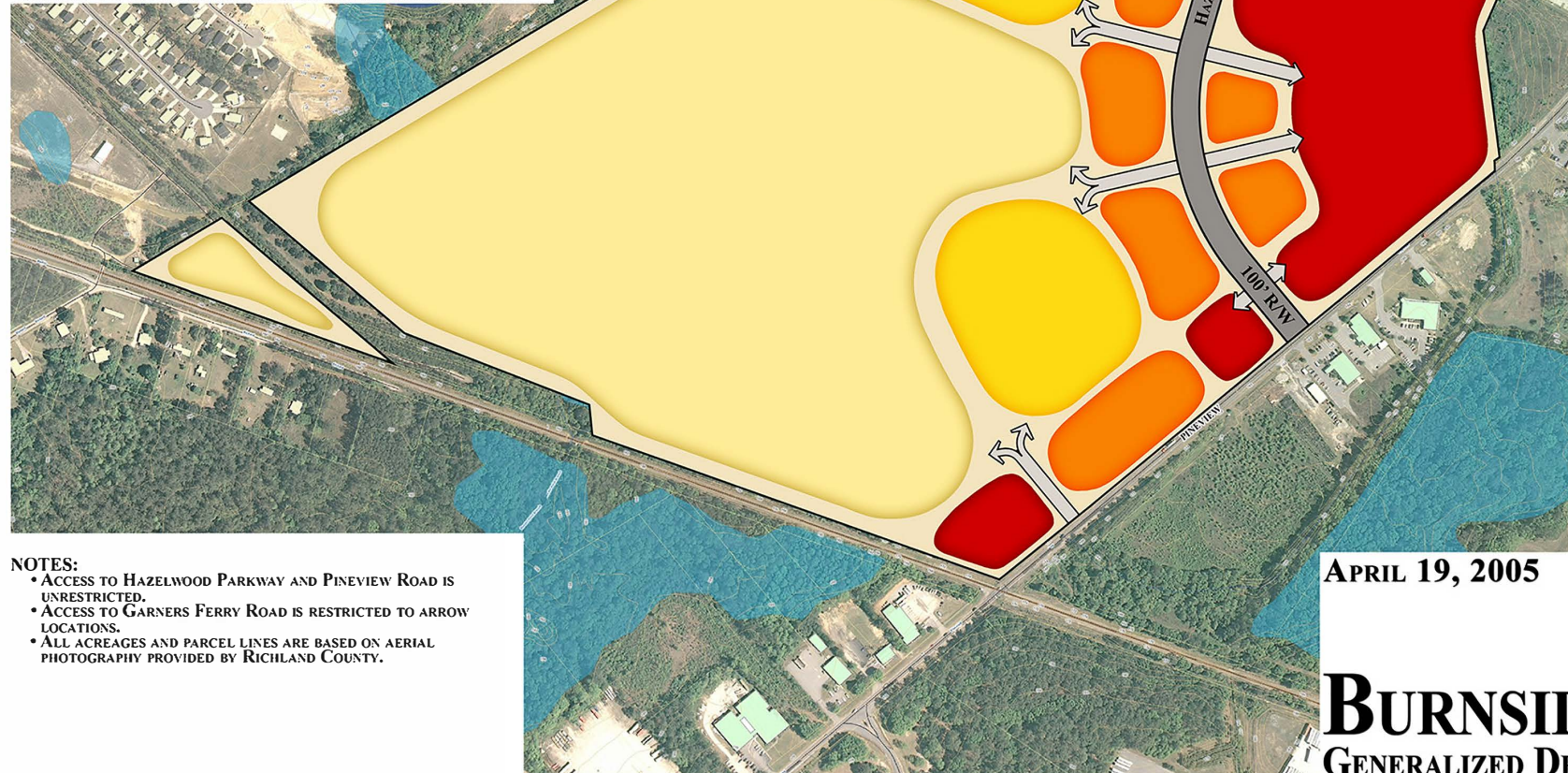
IX. *Major planning objectives and guidelines*

LEGEND	AREA	NUMBER OF UNITS	MAXIMUM BLDG. HT.	
	SINGLE FAMILY RESIDENTIAL	91.0 ACRES	600	50'
	MULTI-FAMILY RESIDENTIAL	25.0 ACRES	600	75'
	TRANSITIONAL	19.4 ACRES	*	7 STORY
	COMMERCIAL	57.7 ACRES	*	10 STORY
	RIGHT-OF-WAY	5.3 ACRES		

TOTALS 198.4 ACRES 1200

 PARCEL ACCESS POINT

*DOES NOT INCLUDE RESIDENTIAL UNITS ABOVE COMMERCIAL PROPERTY



- NOTES:**
- ACCESS TO HAZELWOOD PARKWAY AND PINEVIEW ROAD IS UNRESTRICTED.
 - ACCESS TO GARNERS FERRY ROAD IS RESTRICTED TO ARROW LOCATIONS.
 - ALL ACREAGES AND PARCEL LINES ARE BASED ON AERIAL PHOTOGRAPHY PROVIDED BY RICHLAND COUNTY.



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APRIL 19, 2005

BURNSIDE FARM
GENERALIZED DEVELOPMENT PLAN
Packet Pg. 319

Major Planning Objectives

The Burnside Farm Generalized Development Plan (G.D.P.) depicts a General Development from commercial along Garners Ferry and Pineview to residential adjoining existing neighboring residential.

The major circulation pattern will be the proposed one hundred (100) foot wide Hazelwood Parkway. This Parkway will be tree lined and will begin to set the design objectives of a pedestrian friendly, heavily landscaped, Urban Center. A traffic “round-a-bout” (traffic circle) will most likely be incorporated into the road design to slow traffic and discourage through traffic.

Along Hazelwood Parkway, it is envisioned that buildings will relate to the street front with parking to the rear (opposite from the street). Buildings in the commercial and transitional areas will not be required to have set backs from the rights-of-way to create the important urban spatial relationship.

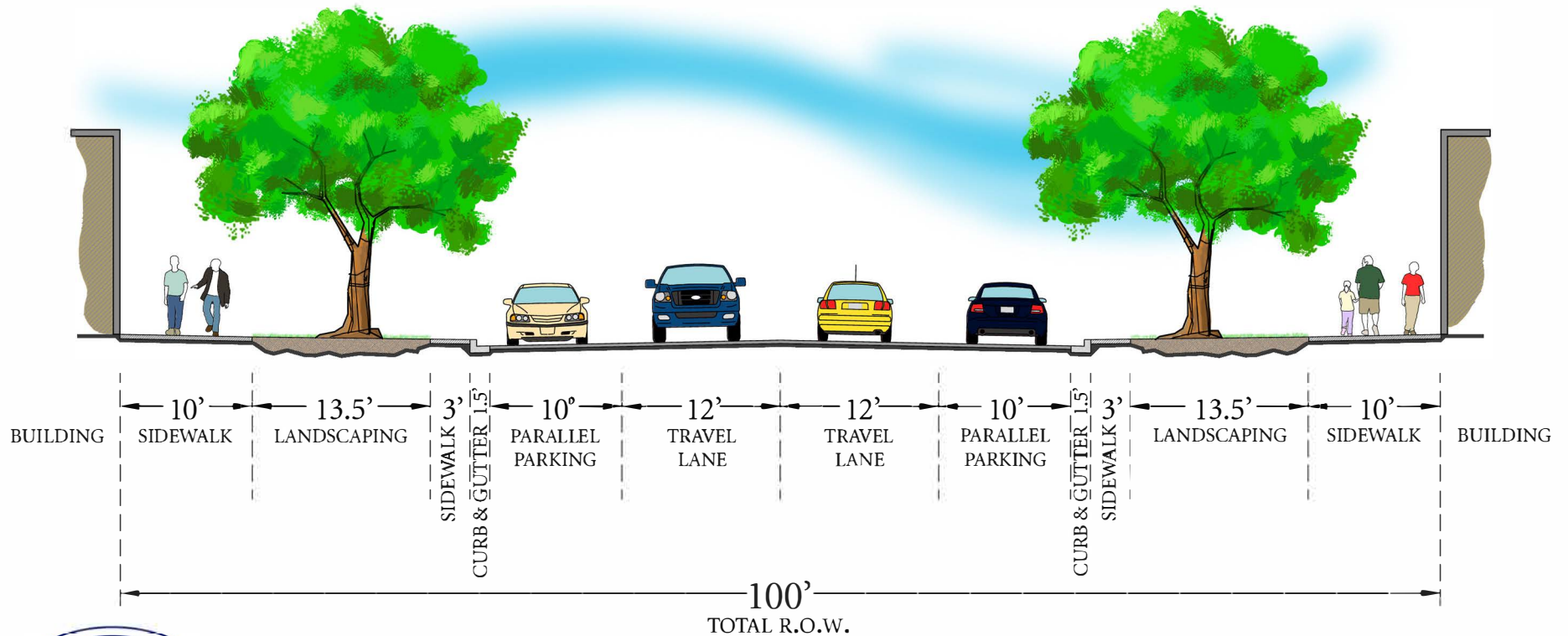
~~Mixed uses, building sizes and heights form the urban relationships that create an interesting urban environment. This is the vision of the Hazelwood Parkway. There could be multi-story residential buildings with restaurants, cafes, offices and shops on the ground floor. There could be attractive multi-level parking and major retail establishments.~~

Hazelwood Parkway should also be a major pedestrian corridor. Walks will be wide with trees, lights, street furniture and signage, all coordinated.

Building materials throughout the entire Burnside Farm will be coordinated and pre-selected by a D.R.C. appointed by the Owner/Developer.

BURNSIDE FARM

HAZELWOOD PARKWAY TYPICAL SECTION



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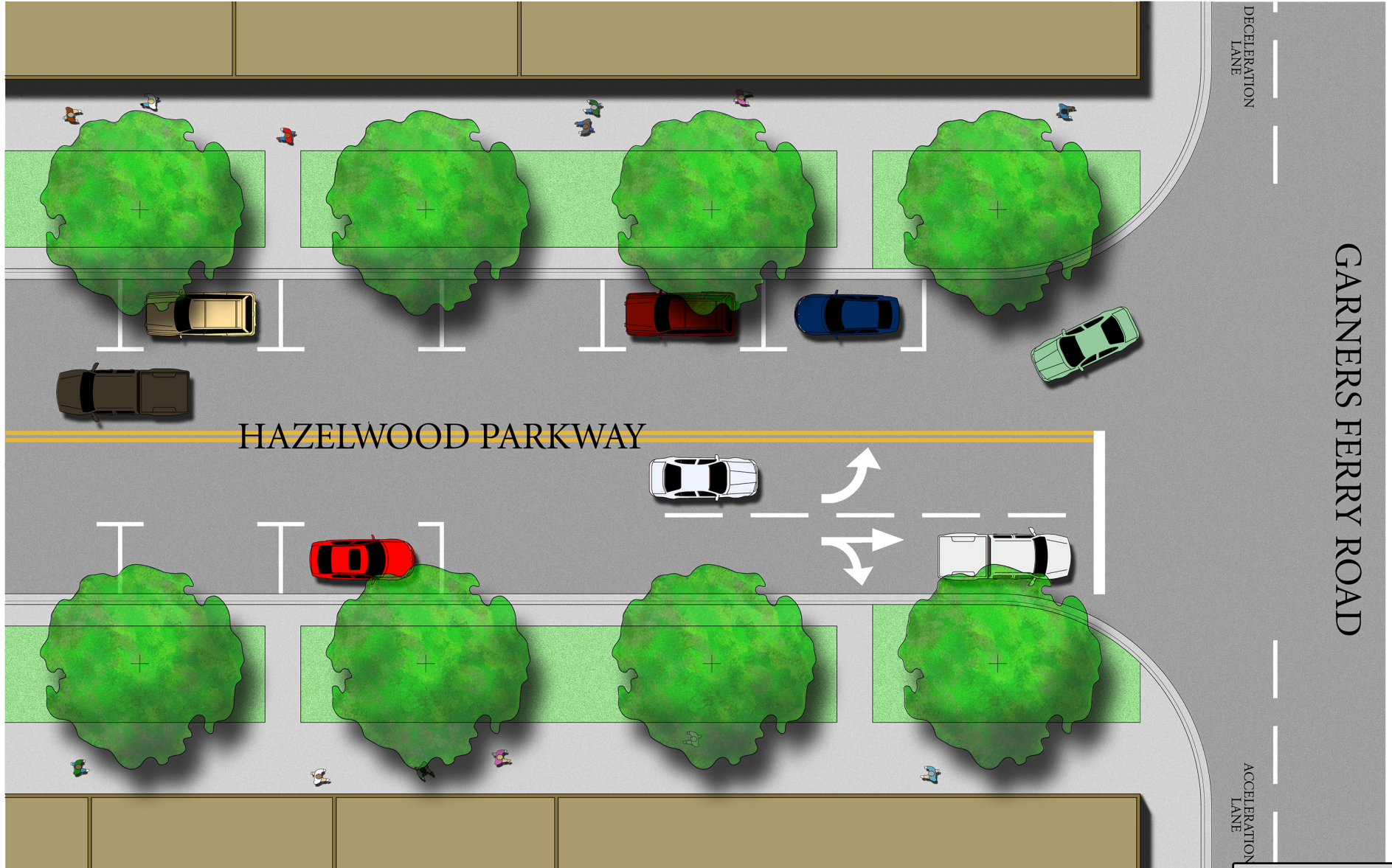


Packet Pg. 321

3133 Millwood Avenue
 Columbia, South Carolina 29205

BURNSIDE FARM

HAZELWOOD PARKWAY TYPICAL PLAN VIEW



The Burnside Farm Design Review Committee (referred to in this document as the D.R.C.), shall be comprised of three (3) members; a Representative of the owner, a landscape architect appointed by the owner and a third member appointed by the first two and approved by the owner/developer.

The D.R.C. shall have design review over all construction as well as selecting standard design items such as street signs, mail boxes, lights, street furniture, etc.

There will be a Burnside Farm Property Owners Association (B.F.P.O. A.). Membership in the B.F.P.O.A. will be mandatory to all property owners.

Vehicular access to the commercial along Pineview will be based on SCDOT approved standards and will not be limited to only the arrows shown on the G.D.P.

Other than Garners Ferry Road, the traffic circulation patterns shown on the G.D.P. are schematic and show the minimum. It is intended that all areas throughout Burnside Farm be connected by a series of sidewalk and tree lined streets so everyone in this Urban Center has easy access throughout each area without having to go out to Garners Ferry or Pineview.

Parks and Environmental concerns will be very important to this entire development. The natural land characteristics on the western boundary of this site create a natural area for a park. This is also the only portion of this tract that has existing trees. This area will be developed into the major Burnside Farm Park. Ponds maybe created. Wetlands if present will be preserved, buffers and walking trails will be added (a park like Swan Lake in Sumter or Edisto Gardens in Orangeburg). This will be a passive, nature based park.

Active recreation will be provided either by the residential developers in the traditional swimming/tennis community complex and/or in a private club (such as Quail Lane Swimming/Tennis Club found in the Lake Katherine neighborhood or The Rock Bridge Club found in Forest Acres).

The Property Owners Association (POA) will maintain all landscaping and irrigation in all POA properties as well as all road rights-of-ways.

Single family housing will be clustered to create a more urban look. This should also create the maximum amount of neighborhood open spaces. These spaces will be identified at the Sketch Plan Design level and approved by the Planning Commission based on the following criteria:

- ☐ The opens spaces must be arranged in a logical layout to provide play areas, green spaces, natural parks, greenways, walking trails and/or any other desirable useable spaces for the residents and their guest. (Useable is the keyword. This does not mean a fenced detention pond is open space.)
- ☐ Connectivity between neighborhoods with roads, sidewalks, greenways and/or trails is highly desirable and encouraged.
- ☐ Normally required buffers between land uses will not be required in Burnside Farm PUD however they may be installed if desired.
- ☐ Very limited neighborhood commercial with approval of the D.R.C.

All other City of Columbia tree and landscape ordinances will be met or exceeded.

X. *Other information or descriptions deemed appropriate.*

The applicant for each phase of this PUD agrees to submit and have approved, sketch plans and site plans (including landscape plans) for that tract pursuant to the City subdivision ordinance (Article IV of this chapter).

Additionally, each phase or tract must comply with the intent of this PUD as described in this document and as shown on the G.D.P.

The confirmation of compliance will be a portion of the sketch-plan submission.

All phases of this PUD will comply with or exceed all City tree and landscaping requirements relative to tree protection and new plantings as well as all other landscape and environmental ordinances.

Heights, parking and setbacks shall comply with the general standards and may be adjusted by a minor amendment approved by the Planning Commission. Examples of this may be shared parking be residents at night and commercial during the day or churches and commercial or assisted living.

The developer/owner will be responsible for all infrastructures, both public and private to include (roads, water, sewer, power, cable, etc.) on site and adjacent to the site on public rights of way and public easements.

If the general standards in this PUD do not expressly vary from existing ordinances then they shall comply with existing ordinances. However variances to these may be approved by the Planning Commission as a minor amendment.

Appendix A

Legal Description

All those certain pieces, parcels or tracts of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and delineated as PARCEL "B" (containing 10.53 Acres), PARCEL "C" (containing 25.00 Acres), PARCEL "D" (containing 4.07 Acres), PARCEL "E" (containing 10.53 Acres), PARCEL "F" (containing 74.43 Acres), PARCEL "G" (containing 21.93 Acres), and PARCEL "H" (containing 52.46 Acres), for a total of 198.95 Acres, on a Boundary Plat prepared for John W. & Alfred F. Burnside by Palmetto Engineering & Surveying Co., Inc., dated December 2, 1986, last revised September 11, 1989 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on October 19, 1989 in **Plat Book 52, at page 8061**. Reference is craved to said Boundary Plat for a more complete metes and bounds description of said PARCEL "B", "C", "D", "E", "F", "G" and "H".

Appendix B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

THIS DECLARATION is made on the date hereinafter set forth by
_____, South Carolina limited liability company, (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant presently owns certain real property located _____, in the
County of Richland, State of South Carolina, and which property is generally shown and delineated as
_____ on Exhibit "A" attached hereto and incorporated herein by this reference
(the "Property"); and

WHEREAS, Declarant desires to develop the Property as a _____
subdivision, together with any other land which Declarant at its sole discretion may hereinafter add
thereto, and to provide and adopt a uniform plan of development including assessments,
conditions, covenants, easements, reservations and restrictions designed to govern, control and
preserve the values and amenities of the Property for the development, improvement, sale, use and
enjoyment of the Property as a _____ subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter
be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and
restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of
any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the value and
amenities in said subdivision, to create the _____ Property Owners
Association (hereinafter defined) in to which shall be delegated and assigned the power of
administering and enforcing these assessments, conditions, covenants, easements,
reservations and restrictions, including levying, collecting and disbursing the assessments; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold,
used and enjoyed in accordance with, and subject to the following plan of development, including the
assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all
&which are hereby adopted for, and placed upon the Property and shall run with the Property and be
binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest
in the Property or any part thereof, their heirs, executors, administrators, successors and
assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be
acquired and shall inure to the benefit &each Owner of any part of the Property.

ARTICLE I. DEFINITIONS

Section 1. "Alternate" shall mean and refer to the representative selected by the owner(s) of each
Tract responsible for casting all votes attributable to that Tract in the event the Voting Member
is unable to perform such duties. The Alternate shall be designated in writing to the Secretary of
the Association as the alternate representative of such owner. The Alternate cannot represent more
than one owner at any given time.

Section 2. "Area of Common Responsibility" shall mean and refer to the General Common Area together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other legal associations become the responsibility of _____ Association, Inc.

Section 3. "Articles of Incorporation" or "Articles" shall mean and refer to the Declaration and Petition for Incorporation of The Summit Commercial Owners' Association, Inc., as filed with the Secretary & State of the State of South Carolina.

Section 4. "Association" shall mean and refer to _____ Property Owners Association, Inc., ("_____"), a non-profit corporation, incorporated under the laws of the State of South Carolina, its successors and assigns.

Section 5. "Base Assessment" shall mean and refer to the total assessments levied against all owners of properties in the Association to fund Common Expenses and is equal to the annual budget.

Section 6. "Board" shall mean and refer to the duly elected Board of Directors of the _____ Property Owners Association.

Section 7. "By-Laws" shall mean and refer to the By-Laws of the _____ Property Owners Association that have been or will be adopted by the Board from time to time.

Section 8. "Charitable/Non-Profit Use" shall mean use of the Property by charitable or non-profit organizations or entities that are exempt from taxation by federal laws or the laws of the State of South Carolina and may be excluded from Base Assessments by vote of the Board.

Section 9. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2.

Section 10. "Commencement of Construction" shall mean the beginning of the construction of Improvements pursuant to Plans approved by the PRC

Section 11. "Commercial Property" means the property described as "Exhibit A", a mixed-use office, retail, residential, hotel/motel, charitable/non-profit and general commercial park, located in Richland County, South Carolina.

Section 12. "Common Expenses" shall mean and include the actual expenses incurred by the Association for the general benefit of all Tract Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 13. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the PRC. In no event, however, shall such standard be reduced below that standard established by the Declarant as of the termination of the Class "B" Control Period.

Section 14. "Declarant" means _____, its successors and assigns.

Section 15. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for _____.

Section 16. "Dwelling Unit" shall mean and refer to any apartment, town house, condominium, motel, hotel or any other structure used as a place of residence, permanent or temporary.

Section 17. "Exclusive Common Area" shall mean and refer to certain portions of the General Common Area which are for the exclusive use and benefit of one or more, but less than all Owners

Section 18. "General Common Area" shall mean all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.

Section 19. "G. S. F." (Gross Square Foot/Feet) shall mean the total number of square feet in a Tract determined by the recorded survey on a Tract of land as deeded to an Owner.

Section 20. "Guidelines" shall mean and refer to the Standards and Procedures Guidelines for Commercial Development as set forth by the PRC and approved by the Board.

Section 21. "Improvements" shall mean all structures or other improvements to any portion of the properties of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 22. "Landscape" shall mean the planting of trees, shrubs, small-scale foliage, and grass in open space areas, and the installation of irrigation as necessary to support such plants.

Section 23. "Member" shall mean and refer to those persons entitled to membership as provided in Article III, Section 1 of this Declaration.

Section 24. "Office Use" shall mean and refer to a use of the Property for the conducting of business, clerical or professional activities from a building or buildings.

Section 25. "Open Space" shall mean and refer to an unpaved area within a Tract not used for vehicular access, parking, or building slabs/foundations.

Section 26. "Owner" means one or more title holders of Property, including _____, eligible to join the Association and ultimately executing this Declaration. Any person or entity obtaining title to an Owner's property subject to this Declaration shall also be deemed an Owner. Persons or entities obtaining property annexed into the Association shall also be deemed Owners. Those having such interest merely as security for the performance of an obligation are not included as Owners.

Section 27. "Plans" shall mean and refer to all of the following (collectively as submitted, revised, and resubmitted):

- A. The "Design Development Plan," which shall include:
 - 1. a site plan (the "Site Plan") showing the location, dimensions, and orientations to boundary lines and the set back lines of proposed buildings, parking garages, other structures, means of ingress and egress, driveway, traffic patterns, sidewalks, fencing and other Improvements;
 - 2. a design elevation of, a core plan for, and a description of the foundation, height and size of each structure, including the gross building area of each structure.
 - 3. a description and sample of the exterior materials for each structure;

4. the number of parking spaces to be contained in parking garage structures, and the number of surface parking spaces;
5. a general description of the type, number, size, and location of exterior signs, including colors, copy and logo if applicable;
6. a description (the "Proposed Use Plan") of the proposed use of Improvements and the Tract;
7. grading and drainage plans including the elevation of all sanitary and storm sewer connections and the location of all utility connections; and
8. calculation of the Open Space in square feet.

B. "Exterior Plan" shall mean drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials.

C. "Landscaping Plan" shall mean a drawing showing the type, quantity, size, and placement of all exterior plant materials, including irrigation as necessary to support such plant materials.

D. "Lighting Plan" shall mean the type, style, size and candle power of all outdoor lighting fixtures.

E. "Signage Plan" shall mean drawings and design specifications of all proposed exterior signs or graphics, including the colors thereof, the quality and type of materials to be used and the manner of illumination.

F. Plans herein defined are subject to the Design Guidelines described herein.

Section 28. "PRC" shall mean and refer to the Plan Review Committee established for the Property as hereinafter set forth in Article V, Section 26.

Section 29. "Property" shall mean and refer to that property, a description of which is attached hereto as Exhibit "A," and any other lands that may hereafter be made subject to this Declaration shown on Exhibit "B".

Section 30. "Restrictions" shall mean and refer to those certain covenants, conditions, reservations and restrictions hereinafter set forth.

Section 31. "Retail Use" shall mean the practice of selling goods or services, other than in bulk, directly to the consumer.

Section 32. "Special Assessment" shall mean and refer to assessments levied in accordance with Article IV, Section 6, of this Declaration.

Section 33. "Supplemental Declaration" shall mean an amendment to this Declaration that may, but is not required to, add additional property to that covered by this Declaration and that may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Supplemental Declaration to the provisions of this Declaration.

Section 34. "The _____ Homeowners Association, Inc." shall mean and refer to the Association of the residential portion of _____.

Section 35. "Tract" shall mean and refer to each parcel of land separately described in a deed of conveyance from Declarant to an Owner or as further divided and conveyed from one Owner to another; provided, however, that a Tract as defined herein shall not include a platted lot or a combination of two or more platted lots. It shall mean and refer to a single platted and recorded parcel

of land within the total area annexed or eligible to be annexed as shown on Exhibits "A" and "B."

Section 36. "Unit Quorum" shall mean a majority of the total Voting Units of the Association

Section 37. "Voting Member" shall mean and refer to the representative selected by the Owner(s) of each Tract responsible for casting all votes attributable to that Tract. The Voting Member shall be designated in writing to the Secretary of the Association as the representative of such owner. The Voting Member cannot represent more than one owner at a given time.

Section 38. "Voting Unit" shall mean a portion of the Tract containing _____ (_____) square feet of land area and shall be the basis for voting rights in and by the Voting Members, as further stipulated and qualified in Article III, Section 2. In the case of fractional votes, the Voting Units shall be rounded down to the nearest whole number.

ARTICLE II. PROPERTY RIGHTS

Section 1. The Association. The Association is hereby granted an easement and right-of-way in and to the General Common Area For the maintenance, upkeep, and repair of the General Common Area. subject to the provisions of this Declaration and/or any Supplemental Declaration, and as necessary to comply with local, state, or federal requirements.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have the right to an easement of enjoyment in and to any General Common Area, which right shall be appurtenant to and shall pass with the title of every Tract, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the General Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by two-thirds (2/3) vote of the combined Class A and Class B Voting Units of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Dedication of easements for public utility purposes or for purposes required by law may be approved by the Board and does not require the approval of the Members.

B. An Owner shall not plant, place, fix, install or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure, or Improvement on the General Common Area either in whole or in part without first obtaining the written consent of the Association. The Association may, without liability to the Owner or Owners, remove anything placed on the Common Area in violation of the provisions of this subsection and recover the costs of such removal from the Owners responsible.

C. An area of the General Common Area designated as Exclusive Common Area may be of limited access and use to the Owners as determined by the Board.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his/hers/its right of enjoyment of the General Common Area and Facilities to contract purchasers or employees working upon or residing on the Property, the members of the Owner's family, or the Owner's tenants.

Section 4. Use Of Residential Recreational Facilities. Neither ownership of Commercial Property, membership in the Association, nor payment of any assessment provided for in this Declaration shall authorize the use of any recreational facility or amenities in the _____ Association, Inc., by an Owner, tenant, contract purchaser, or employee working upon the Property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity that is a record Owner of a Tract other than an owner of a Dwelling Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Any

one Owner shall have no more than one membership for each Tract owned. Membership shall be appurtenant to and may not be separated from ownership of the land.

All Owners hereby agree and acknowledge that all duties and obligations, mandatory or prohibitory in nature, are hereby made incumbent upon Owners, as a personal act or as an act of the respective corporation they represent, and that no waiver of use of rights of enjoyment created by this Declaration shall relieve Owners or their successors or assigns of such duties or obligations. The mandatory membership shall begin with execution of this Declaration by Owners and pass along with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of said Owners currently owning property described on Exhibit "A".

Section 2. Voting Rights. The Association shall have two classes of membership, Class A and Class B as follows:

A. Class A Members shall be all Owners of Voting Units with the exception of Class B members, if any.

Where more than one person or entity is an Owner of a Tract that comprises a Voting Unit, such Owners must determine among themselves who the Voting Member is and how their vote shall be exercised. However, the number of votes allotted to each Tract comprising a Voting Unit shall be exercised in concert. The Association may rely on any indicia of authority exhibited by an Owner when such Voting Member is casting the vote allotted to an particular Tract. No partial votes may be cast and voting privileges shall be suspended with respect to any Voting Unit for which any assessment, either regular or special, has not been paid by the due date set forth therein.

B. Class B Members shall be the Declarant and any party upon whom Declarant, in its sole discretion, confers Class B status. For all Declarant-owned property, Declarant shall be entitled to _____ (____) votes. This number shall be decreased by one (1) vote for each Voting Unit owned by a Class A Member. The Declarant's Class B membership shall terminate upon the happening of the earlier of the following:

1) When seventy-five percent (75%) of the Property, as described in "Exhibit A" and subject to "Exhibit B" is no longer owned by Declarant; or

2) December 31, 2024.

From and after the termination of Class B membership, Declarant and any party to whom Declarant has conferred Class B status shall be deemed to be Class A Members entitled to one (1) vote for each Voting Unit owned.

The Declarant, in its sole discretion, may declare the termination of its Class B membership at any time in a recorded instrument.

Declarant shall have the continuing right, at any time prior to the termination of Declarant's Class B membership, without the joinder or consent of any Owner, entity, leader or other person, to confer Class B status on any Owner of a Tract, with respect to assessments alone. Declarant shall confer Class B status by filing an instrument in the Deed Records of Richland County specifying the name and address of the party upon which Class B status has been conferred and the Property to which Class B status applies. Such party's Class B status shall terminate and become Class A membership upon the earliest of the following:

- a) Commencement of Construction of Improvements on the applicable Tract:
- b) Termination of Declarant's Class B status as provided herein; or
- c) Violation of any covenant or restriction in this Declaration or any Supplemental Declaration pursuant to a request for termination by the Declarant or the Board.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned within the Property, hereby covenants, and the Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a) annual assessments, and
- b) special assessments.

The annual and special assessments, together with late charges, interest and reasonable attorneys' fees as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges, interest, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. The Declarant and any Owner of Property that was conveyed by deed prior to the date of this Declaration shall be deemed to covenant and agree to pay to the Association any assessments and fees or charges pursuant to this Declaration upon the execution of a written consent to covenant.

Section 3. Annual and special assessments levied by the Association shall be used for the purpose of promoting the benefit, health and welfare of the Members of the Association and, in particular, may be used for maintenance, repair or improvement of any General Common Area, street, roadway, esplanade, setback and/or entryway, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, and other services as may be in the Association's interest. Streets, roadways, esplanades, setbacks and entryways that are not contained in any General Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members.

Additionally, assessments levied by the Association shall be used to pay the Association's fair allocation of maintenance costs for its participation in any agreement among other property owner associations in the area, for consolidated programs that provide consistency and economies of scale. Approval to enter such agreements shall require a majority vote of the Board.

Payment of any additional Association assessment does not entitle any Member, Owner, tenant, contract purchaser, or employee working upon the Property to the use of any amenity of _____ Association, Inc.

Section 4. Rates of Annual Assessments. The annual Assessments for any tract are based on total land in the tract. The total annual budget for the _____ Association, Inc. prepared by the Board of Directors shall be the Base Assessment and shall be prorated to each Tract within the total acreage of land governed by the Association on a G.S.F. basis as described herein.

Beginning January 1, _____, the Tract assessments will be determined as follows:

$$\text{Assessment} = \frac{\text{Individual Tract Area}}{\text{Total Tract Area}} \times \text{the Base Individual Tract Assessment}$$

The annual budget shall include a share of cost for maintaining roads in total. The share assessed the

Association by _____ Association, Inc. or any other association owning and maintaining the common elements of the roads shall be based on a prorata share of the total maintenance budget for roads. The prorata share shall be determined as follows: the prorata percentage of the tract acreage plus the prorata percent

of the lineal footage of roads bordering each tract times $\frac{1}{2}$ the total annual maintenance budget.

The share of cost of maintaining roads for the Association shall be set forth in an agreement between _____ Inc. ("_____") and The _____ Commercial Owners' Association, Inc. ("COA"), attached hereto as Exhibit "D", and shall include a formula to calculate the share of cost as follows:

TBD

The maintenance cost for the parkway shall include landscape maintenance, lighting, irrigation, cleaning, repairs, insurance, taxes and any other costs directly attributable to maintenance of the roads. For the purposes of this agreement, the entry fountains and properties owned along _____ Road shall be considered part of the roads. The _____ Road is a Richland County road and responsibility for road surfaces, curbs, drainage, and street signage will be the responsibility of Richland County, South Carolina.

For due consideration of share of cost, The _____ Commercial Owners' Association, Inc. shall have the right to expect the maintenance standard to meet the Community-Wide Standard and may seek any means available to them to assure these standards are met as set forth in the agreement between The _____ Community Association, Inc. and the _____ Commercial Owners' Association, Inc.

The annual assessment or Base Assessment on land provided for herein shall commence on January 1, _____. Class "B" members, if any, shall be assessed by the same formula as the Class "A" members but in no instance more than the balance of the Base Assessment remaining after payment of Class "A" assessments. The Class "B" member retains the right to fund its share on an "as needed" basis as long as the Class "B" member exists.

Section 5. Increases in Annual Assessments. The Board may determine and certify that the then current annual assessments for Tracts are sufficient, insufficient, or excessive to reasonably meet the expenses of the Association and, at a meeting called for such purpose at least thirty (30) days in advance of the assessment period, by majority vote of the Board, may increase or decrease the annual assessment rates set forth above by an amount not to exceed twenty-five percent (25%) of the previous annual assessment rate. An annual assessment shall not be increased or decreased more than once in any calendar year, and any increases or decreases shall not take effect retroactively.

Should the Board determine that an increase or decrease exceeding twenty-five percent (25%) is necessary, such assessment rate changes shall require the approval of two-thirds of the combined Class A and Class B Voting Units of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments

authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual infrequent expense benefiting the Association, provided that any such assessment shall have the approval of two-thirds (2/3) of the combined Class A and Class B Voting Units of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the annual assessment as set forth in Section 4 hereof and shall be pro-rated in accordance therewith.

For the purpose of determining special assessments for capital improvements, any such improvement shall be for the direct benefit of all Association members. Any improvements requested only by the Class B member for the sole purpose of promoting sales of undeveloped tracts or any other endeavor that is primarily for the benefit of the Class B member, shall be funded 100% by the Class B member.

Section 7. Notice and Quorum for Any Action Authorized Under Section 5 or 6. Written notice of any meeting called for the purpose of taking action requiring Members to vote under Sections 5 and/or 6 of this Article shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Owners or proxies representing a majority of all the combined Class A and Class B Voting Units shall constitute a Unit Quorum. If the required Unit Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Unit Quorum at the subsequent meeting shall be one-half (½) of the required Unit Quorum at the preceding meeting, provided that the subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. The Unit Quorum requirement will continue to reduce by half in this manner until a Unit Quorum is achieved or the Board elects to table the action.

Section 8. Notice of Annual Assessments. The Board shall fix the amount of the annual assessment and the late charge rate at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment including the due date shall be sent to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Tract has been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

In the alternative, the Association may bring a suit at law to enforce any assessment or other financial obligation. Any judgment rendered in such action shall include any late charges, interest and other costs of enforcement including reasonable attorneys' fees in the amount as the court may adjudge against the defaulting Owner or Member.

Section 10. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. Sale or transfer shall not relieve any Tract from the liability of any subsequent assessments or from the lien thereof

Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by

law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 11. Annexation to the Property. Declarant presently owns certain additional real property located adjacent to the Tract, in the County of Richland, State of South Carolina, which is not presently encumbered by the terms and conditions of this Declaration. Such additional property is generally shown and delineated as Tracts _____, on Exhibit "B" attached hereto and incorporated herein by this reference. Declarant may from time to time, and at its sole discretion, add or annex any &the additional property which it owns to the Property as defined in ARTICLE I, Section 29 above; such annexed property to be covered and encumbered by the force and effect of this Declaration, as fully, and for all intents and purposes, as if such annexed property were initially described as encumbered hereby. Declarant may also from time to time, at Declarant's sole discretion, annex additional property into Exhibit "B," thereby making such land available for annexation into Exhibit "A." Such addition or annexation shall be accomplished by the execution by Declarant and filing for record of an instrument setting forth the land being added or annexed by a Supplemental Declaration. Upon termination and conversion of Class B membership to Class A membership, the Association's Board of Directors shall have the power of annexation granted to the Declarant by this Section. However, after the termination of Class B membership, annexation by the Board shall require an affirmative vote of the Unit Quorum.

Section 12. De-annexation of the Property. Declarant may, without consent of any other person or entity, de-annex and remove property from Exhibit "B" and Declarant's undeveloped Property from Exhibit "A". Declarant may also de-annex and remove any other undeveloped property from Exhibit "B" and Property from Exhibit "A", so long as the Owner of such Property consents in writing to such de-annexation. Such de-annexation shall be accomplished by the execution and filing for record of an instrument setting forth the land being de-annexed and signed by the Declarant and Owner, if not the Declarant.

ARTICLE V. RESTRICTIONS OF USE

Section 1. Permitted Uses. The Property shall be used only for multifamily, single family, office, retail, charitable/non-profit, general commercial subdivision purposes more particularly set forth in this Declaration, any amendments hereto, or by any subsequently recorded Supplemental Declarations creating residential associations or commercial associations for specific Tracts or groups of Tracts subject to this Declaration, or by any Richland County ordinance. Declarant may further clarify or specifically restrict certain uses, in its sole discretion, through provisions in a Supplemental Declaration filed on a property.

Section 2. PRC Approval Required. No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the General Common Area by or on behalf of the Association.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of this Article V. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

The Plan Review Committee (PRC) shall consist of at least three (3), but no more than five (5), persons and have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred (100%) percent of the Property has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the PRC, who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the PRC, who shall serve and may be removed at the discretion of the Board of Directors. The Members of the PRC may include architects and other persons who are not Members of the Association.

The PRC shall prepare and, on behalf of the Board of Directors, shall promulgate the Standards & Procedures Guidelines and application and review procedures. Copies shall be available from the PRC for review. The Guidelines and procedures shall be those of the Association, and the PRC shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the event that the PRC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, Within forty-five (45) days after submission thereof, the plans shall be deemed disapproved.

Section 3. Plan Review Modifications Committee. The Board of Directors may establish a Plan Review Modifications Committee (PRMC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the PRMC may include architects or similar professionals who are not Members of the Association. The PRMC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the PRMC may delegate this authority to the appropriate board or committee of any association subsequently created or subsequently subjected to this Declaration so long as the PRMC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the PRMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the PRC shall have the right to veto any action taken by the PRMC which the PRC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the PRC.

The PRMC shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the PRC. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the PRMC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior, or to paint the interior any color desired; provided, modifications or alterations to the interior of structures, entries and similar portions visible from outside the structure shall be subject to approval hereunder. In the event that the PRMC fails to approve or to disapprove such plans or to request additional information reasonably required

within forty-five (45) days after submission, the plans shall be deemed disapproved. In the event that the PRMC is or has not been established, the PRC shall exercise the responsibilities set forth for the PRMC.

Section 4. No Waiver of Future Approvals. The approval of either the PRC or PRMC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The PRC may authorize variances from compliance with any of its Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the PRC or PRMC may be excluded by the Board from the Association's property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the PRC or PRMC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any building or structure.

After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement and any materials submitted to the PRC. Failure to complete the proposed Improvement within one (1) year after the date of approval (or such later date as may be permitted in writing by the PRC or set forth in any deed of the Tract from Declarant to the Owner), subject to delays for cause beyond the reasonable control of the Owner, or to complete the Improvements in strict conformity with the description and materials furnished to the PRC, shall operate automatically to revoke the approval of the proposed improvement. In this event of such automatic revocation of approval, construction plans and specifications must be resubmitted to the PRC for approval, along with any required fee.

The PRC shall have the authority hereunder to require an Owner and Owner's agents or contractors to cease and desist in constructing or altering any improvements or site work on any Property, where such actions constitute a violation of the Declaration, the Guidelines or any other documents promulgated by the PRC. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the building site into compliance with the Declaration, PRC documents and any plans and specifications approved by the PRC for the construction of the Tract. If an Owner proceeds with construction that is not approved by the PRC or that is in variance of the approved plans, the Association may assess fines as provided in Article XI, Section 4, and may continue to assess such fines until PRC approval is granted or the violation is removed. Such PRC approval may not be unreasonably withheld. This Declaration is notice of such liability for violation, and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved, and to pay all reasonable costs incurred by the Association in seeking and enforcing

compliance. The fines set out herein shall be secured by the assessment lien set out in this Declaration.

Notwithstanding any other provision contained herein, any buildings, additions or improvements erected or placed on any Tract shall be deemed to comply with the building requirements of the PRC and related covenants contained in the declaration unless the PRC so notifies the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the PRC or Declarant to enforce the continuing restriction of uses contained herein.

Section 8. Prohibited Uses. The following operations and uses shall not be permitted on the Property:

a) Any use that is illegal or offensive in the opinion of Declarant by reason of odor, fumes, light, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion;

b) Any use that is obnoxious to or out of harmony with the development of a distinctive office, retail, charitable/non-profit and general commercial subdivision, including, but not limited to, any trailer court, junk yard, scrap metal, or waste material business; any dumping, disposal, incineration or reduction of garbage or refuse, not including compacting devices that temporarily hold refuse for disposal offsite; and any fire or bankruptcy sale or auction house operation;

c) Refining of petroleum or its products; smelting of iron, tin, zinc, or other ores; drilling for and/or removal of oil, gas, or other hydrocarbon substances;

d) Any establishment whose premise offers or sells a product or service that is intended to provide sexual gratification to its users, including, but not limited to, the dissemination or exhibition of obscene materials, any establishment featuring topless, bottomless, or totally nude performances or personnel, or that provides visually-recorded entertainment featuring nude or partially nude persons performing or simulating sexual acts; or any establishment that regularly shows X-rated or NC-17 rated movies or pornographic movies, or sells or rents pornographic materials; or any establishment, the primary purpose of which is to offer or sell prophylactic devices;

e) Any massage parlor, modeling studio, or establishment where men and/or women are engaged in salacious activities;

f) Any excavations, removal of sand, gravel or soil except in connection with a grading and/or building construction plan approved as provided herein;

g) Storage of rubbish or trash outside any building, except in dumpsters appropriately screened from view;

h) Any carnival or fair;

i) Any use devoted primarily to entertainment, such as an amusement park, amusement arcade, "bingo" parlor, or game center; or

j) Any establishment that offers or sells paraphernalia associated with or related to illegal drug use.

Section 9. Other Uses. Uses that are neither specifically prohibited nor specifically authorized by the Declaration may be permitted only if a description of such proposed use, in such detail as the PRC may reasonably request, is submitted to and approved in writing by the PRC. Approval or disapproval of any such proposed Use shall be based upon the effect of such use on other portions of the Property and upon the Owners or occupants thereof or upon the effect of such use on surrounding properties and upon the owners or occupants thereof.

Section 10. Open Space. Building and parking area coverage shall allow for minimum Open Space areas in accordance with the Supplemental Declaration filed on the Tract; or if no Supplemental Declaration is filed, as required by the PRC in its Guidelines.

Open space areas must be landscaped by the Owner; provided, however, that the Association may landscape and maintain Open Space areas held in fee or easement by the Association. Designated landscape easements within Tract boundaries may be included in Open Space calculations as described in the Guidelines.

Section 11. Setbacks. Minimum building and parking setbacks shall be set forth in the Guidelines or on the plat unless otherwise indicated in the deed of conveyance from Declarant to Owner, or otherwise required by the PRC. In the event of a conflict between the Guidelines and the recorded plat, the more restrictive document shall govern. In no event shall the setbacks violate the County ordinances.

Section 12. Loading/Unloading. Delivery vehicle loading and unloading shall occur on-site only; on-street delivery vehicle loading and unloading shall not be permitted except short term delivery such as UPS, Federal Express, US Mail, etc. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas and shall be screened from public view in a manner approved in writing by the PRC prior to construction.

Section 13. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner that is architecturally compatible and approved in writing by the PRC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Tract unless properly screened from public view in a manner approved in writing by the PRC. All retail sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless done in a manner acceptable to the PRC. Water towers, cooling towers, communication towers, storage tanks, and other structures or equipment shall be architecturally compatible with the aesthetics of the project or effectively shielded from public view in a manner approved in writing by the PRC. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or a wall of compatible materials and shall not be visible above such screening.

Section 14. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved in writing by the PRC.

Section 15. Grading and Drainage. Surface drainage shall be collected on-site and connected to underground storm drain structures as long as such action is not in violation of any local or state ordinance or statute. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. In the event such damage occurs and is not repaired, the reasonable costs of remedying the damage may be collected from the Owner of the property where the construction activity occurred. A portion of surface drainage may be required to be detained in each tract. Requirements set by the master drainage plan and approved by the PRC shall be followed in developing site plans.

Section 16. Existing Trees. Specific precautions to protect existing trees in planned Open Spaces shall include encircling trees with protective fence/screen materials to minimize disturbance or compaction of soils within the drip lines of the trees. The PRC reserves the right to require the Owner of any Tract to replace at the Owner's cost any existing trees in Open Spaces that are damaged by any construction activity.

Section 17. Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage,

electricity, telephone or television or other similar conduits shall be installed or maintained (outside of any building) above the surface of the ground within any Tract, unless otherwise approved in writing by the PRC.

Section 18. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats and as provided for in the deeds of conveyance to particular Tracts. No structure shall be erected on any of said easements, and no Improvements may be placed within said easements without the prior written approval of the PRC and any utility company using such easements. Easements may be crossed by driveways and walkways, and in some instances landscaped, provided that the Owner secures the necessary prior approval of the utility companies furnishing services and provides and installs any special conduit and other equipment of approved type and size under such driveways and walkways prior to construction thereof. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees or contractors to shrubbery, trees, flowers or other Improvements (except the aforementioned special conduit) located on the land covered by said easements.

Declarant hereby reserves, for itself and its successors and assigns, a seven and one half (7.5') wide maintenance easement adjacent and, as applicable, parallel to each of the property lines of all Tracts that abut a landscape reserve in cases where Declarant has constructed or intends to construct a fence or entry treatment within the landscape reserve, together with the right of ingress and egress, without liability to Owner, for the purposes of constructing, repairing, and/or reconstructing said fence or entry treatment. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence or entry treatment for the purposes set forth herein.

Holders of easements will endeavor to restore to their original condition, as much as possible, any improvement (that has been previously approved by the holder) disturbed or damaged as a result of holders' repairs or maintenance activities in and around said easements. In any event, except emergency, holders of easements will allow Owners the opportunity to remove, protect or offer alternate means of encroachment before any repairs or maintenance that may obstruct or damage improvements are performed.

Section 19. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets, Tracts, or adjoining properties. All ground level floodlighting fixtures shall be recessed or screened from public view in a manner approved in writing by the PRC. Parking area lighting, arcade lighting and all other illumination shall be in a style in accordance with the Supplemental Declaration on the Tract and the Guidelines.

Section 20. Signage. Temporary and/or portable signs are prohibited. Construction of "coming soon" signs are permitted with PRC approval. All permanent signs and their locations must be approved by the PRC in writing prior to installation. No sign of a flashing or moving character shall be installed and no sign shall project above the roof line of a building unless approved in writing by the PRC. Any sign installed without PRC approval may be removed by the PRC, without liability for trespass or other legal wrong in the PRC. For the purposes of this provision, signage shall include flags/flagpoles, awnings, and canopies. All signs must comply with the Guidelines.

Section 21. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Tract without the prior written approval of the PRC. All temporary structures used for construction purposes must receive approval by the PRC with regard to location and appearance and must be removed promptly upon completion of construction.

Section 22. Tract Consolidation. If the Owner of any Tract becomes the Owner of one or more contiguous or adjoining Tracts, side yard line building and parking setbacks common to the contiguous Tracts may be waived by the PRC at its discretion.

Section 23. Landscaping. All sites shall be landscaped in accordance with plans submitted to and approved by the Guidelines. All plant material shall be installed prior to occupancy of a building. This period may be extended in writing by the PRC in the event of delays caused by adverse weather conditions or other causes beyond reasonable control.

Section 24. Balloons, Flags, Banners. No balloons, flags, banners, or similar devices shall be attached to or displayed on the exterior of any structure on or on any portion of the Property or adjacent easements without written approval of the PRC.

Section 25. Devices for Reception Of Audio/Visual Signals. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of audio/video signals of any kind shall be placed on the exterior portions of any Tract unless such device is not visible from the street or from any adjacent Property and has received PRC approval.

Section 26. Plan Review Committee, The initial PRC shall be composed of three individuals designated by the Declarant. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of PRC appointment until the earlier of 1) termination and conversion of Class B membership under Article III, Section 2; or 2) when the Declarant so desires to relinquish its authority over PRC appointment. At such time, the Board of Directors of the Association shall have the right to replace such PRC members by duly electing three persons in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity The PRC members may or may not be members of the Association. The Board may increase the number of committee members to five (5) if deemed necessary.

Section 27. Standards and Procedures. The PRC shall establish and promulgate rules, standards and procedures that it deems necessary and appropriate for the orderly development of the Property including, but not limited to, those with respect to workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services and compliance with governmental regulations. The PRC shall be guided by industry standards and may amend such rules, standards and procedures when deemed necessary and appropriate. Such rules, standards and procedures shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein, but nothing contained herein shall be deemed to affect any approval granted by the PRC in accordance with the terms of this Declaration prior to the amendment of such rules, standards or procedures.

Section 28. Modifications and Changes. Declarant reserves the fight, in its sole and absolute discretion, to modify and change the conditions contained in Article V for any additional land made subject to the Declaration by Supplemental Declaration, but nothing contained herein shall permit Declarant to modify or change conditions applicable to the Property or any additional land made subject hereto as hereinafter provided in Article X of this Declaration.

ARTICLE VI. MAINTENANCE

Owner and any lessee of any portion of the Property shall have the duty and responsibility for keeping the Property in a well-maintained, safe, clean, and attractive condition at all times. If, in the opinion of the Association, an Owner or lessee is failing in this duty and responsibility, then the Association may give Owner or lessee, or both, notice of such fact, and Owner or lessee must, within ten (10) days of such written notice, undertake the care, maintenance or repair required to restore the Property to a well-maintained, safe, clean, and attractive condition. Should Owner or lessee fail to fulfill his or her duty and responsibility after such notice, then the Association shall have the right and power to enter onto the premises and to perform such care, maintenance or repair, and the Owner or lessee or both of the Property on which the work is performed shall be liable for the cost of any such work and materials and shall promptly reimburse the Association for the cost thereof. If Owner or lessee shall fail to so reimburse the Association within thirty (30) days after being billed therefore by the Association, such

cost shall constitute a lien on the Owner's Property upon which such maintenance was performed and shall be enforceable in the same manner as the assessment lien provided for in this Declaration.

ARTICLE VII. VARIANCES

Declarant shall have the continuing right, at any time prior to the termination of Declarant's Class B membership and without the joinder or consent of any Owner, entity, lender or other person, to authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. After the termination of Declarant's Class B membership, the Board, upon the recommendation of the PRC or on the Board's own motion, may authorize such variances. Such variances must be evidenced in writing, must be signed by at least a majority of the Board, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. The granting of any variance shall not be deemed a waiver of any right to withhold authorization for any similar variance from any party in the future.

ARTICLE VIII. LIMITATION OF LIABILITY

Neither Declarant, the Association, the PRC, the PRMC, the Board, nor any of the respective officers, partners, directors, members, successors or assigns of the above shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Every Owner who submits plans or specifications or allows plans or specifications to be submitted to the PRC for approval agrees by such submission that the Owner shall not bring any

action or suit for damages against the Declarant, the Association, the PRC, the PRMC, the Board, or any of the respective officers, partners, directors, members, successors or assigns of the above.

ARTICLE IX. TRACT DECLARATION

Declarant reserves the right to file a "Tract Declaration" on any Commercial Property at the time any Commercial Property is conveyed from Declarant to another Owner. A Tract Declaration may include, but is not limited to including, the following: (a) use restrictions (e.g. retail, medical, apartment, etc.) for a fixed period of time not to exceed 20 years; (b) specific height limitations; (c) hours of operation limitations; and (d) other provisions similar in nature to the covenants, conditions and restrictions contained in this Declaration. A Tract Declaration will have the same effect as this Declaration on the subject Tract. Any such Tract Declaration will not be considered an Amendment to this Declaration.

ARTICLE X. AMENDMENT AND TERMINATION OF COVENANTS

Section 1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods often (10) years.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance

with any applicable governmental statutes, rules or regulations, or judicial determinations; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or the Veteran's Administration, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private mortgage insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits A and B for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

Subsequent to the conveyance of the first Unit and subject to any provisions elsewhere contained in this Declaration, if any, requiring the consent of Declarant or others, any provision, covenants, condition, restriction or equitable servitude contained in this Declaration may be amended or terminated, at any time and from time to time, during such time as Declarant is an Owner, upon approval of the amendment or termination (i) by the Members, exclusive of the Declarant, holding at least seventy-five percent (75%) of the Voting Units and (ii) by Declarant. At such time that Declarant is no longer an Owner, such amendment or termination shall occur upon approval by a majority vote of the Voting Units. The amendment or termination shall be effective upon recording in the Office of the RMC of Richland County, South Carolina, an instrument to that effect executed by the President and the Secretary of the Association or by a Vice President and the Secretary of the Association setting forth the amendment or termination in flail and certifying that the amendment or termination has been approved in the same manner set forth above.

If any Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 3. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property submitted to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written *consent* of the Owner(s) of such property, if other than the Declarant.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Replacement of Current Restrictions. All Owners submitting their properties to the Declaration acknowledge and agree that these covenants, conditions, and restrictions shall now encumber their properties. Furthermore, they acknowledge that any allowances or considerations negotiated as a part of the purchase of their properties are waived in favor of the Declaration and such is entirely enforceable by the Association against all property hereby made subject to the Declaration, without regard to any former agreements or restrictions placed on the land.

Section 2. Enforcement. The Association does not warrant hereby to any Owner that any building site located adjacent to the Property or anywhere within the Commercial Property is currently subject or in the future will be made subject to this Declaration or to the jurisdiction of the Association.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon any officer, director, or committee member in connection with any action, suit, or other proceeding, including but not limited to settlement of any suit or proceeding, to which an officer, director, or

committee member may be a party by reason of holding or having held such position or office. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Fines for Violations. The Board of Directors may promulgate fines for violation in accordance with provision of the Articles of Incorporation and the By-Laws. Any fine unpaid thirty (30) days after demand shall be collectable as any assessment in this Declaration and secured by the assessment lien.

Section 5. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect. A court may reform the restrictions contained in this Declaration to be the most restrictive allowable under current law, statute or ordinance.

Section 6. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspections by any Member. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any Member at the office of the Association by appointment during regular business hours. The Board may establish specific rules pertaining to availability, notice, cost of reproduction or any other requirements regarding inspection of and copies of books and records requested by Members

Section 7. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. If the records of the Association do not contain an address for the Owner, the address of the Tract shall be presumed to be the Owner's address.

Section 8. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association, or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions together with any Declaration of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 9. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern but only to the extent of such conflict. Where certain rights are reserved by Declarant in these restrictions, Declarant reserves the right to make certain modifications therein as necessary in deeds of conveyance, in which case the terms of the deeds of conveyance will prevail. Where commencement and timing of construction periods are specified herein, Declarant shall have the right to extend such time periods by an instrument in writing.

Section 10. Unless the context requires otherwise, the use in this Declaration of the singular shall include the plural and the plural the singular. Unless the context requires otherwise, the use in this Declaration of the masculine, feminine, or neuter shall include the masculine, feminine, and neuter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration of Covenants, Conditions, Restrictions and Easements for _____ be executed in its name and its corporate seal hereto affixed as of the _____ day of _____, 2005

WITNESSETH:

By: _____
Its: _____

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he saw the within named _____ by: _____ its: _____ sign, seal and deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2005.

L.S.

Notary Public for South Carolina

My Commission expires: _____

Appendix C

Chapter 17 of the City of Columbia Codes, Ordinances and Regulations Adopted August 19, 1998

Sec. 17-231. Districts enumerated.

(a) For the purpose of promoting the health, safety, morals and general welfare of the city, and for other purposes as enumerated in division 1 of this article, the city is hereby divided into districts, as enumerated in this division, within which are regulated and restricted the erection, construction, reconstruction, alteration, repair or use of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes.

(b) The regulations in this article have been made with reasonable consideration of, among other things, the character of each district and its peculiar suitability for particular uses and with a view to encouraging the most appropriate use of land throughout the city.

(c) The regulations of this division shall apply uniformly to each class or kind of structure or land located within any of the following district classifications respectively:

TABLE INSET:

D-1	Development District
RS-1	Single-Family Residential District
RS-1A	Single-Family Residential District
RS-1B	Single-Family Residential District
RS-2	Single-Family Residential District
RS-3	Single-Family Residential District
RD	Two-Family Residential District
RG-1	General Residential District
RG-1A	General Residential District
RG-2	General Residential District
RG-3	Townhouse and High-Rise Residential District
UTD	Urban Transitional District
C-1	Office and Institutional District
C-2	Neighborhood Commercial District
C-3	General Commercial District
C-3A	General Commercial Overlay District
C-4	Central Area Commercial District
C-5	Central Business District
C-6	Limited Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
PUD-R	Residential Planned Unit Development District
PUD-C	Commercial Planned Unit Development District
-MU	Multiple Use Areas
-AP	Airport Height Restrictive Area
-FW	Floodway Area
-FP	Floodplain Area
-DP	Design and Preservation Area
-S	Sign Designated Area
-DD	Design/Development District
-PD	Planned Development Area

(Code 1979, § 6-3061; Ord. No. 98-079, 11-18-99)

Sec. 17-232. D-1 development district.

The D-1 district is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

(Code 1979, § 6-3062)

Sec. 17-233. RS-1, RS-1A, RS-1B, RS-2 and RS-3 single-family residential districts.

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

(Code 1979, § 6-3063)

Sec. 17-234. RD two-family residential district.

The RD district is intended as a one- and two-family residential area with attached and detached units with medium population densities. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the two-family residential character of the district.

(Code 1979, § 6-3064)

Sec. 17-235. RG-1, RG-1A and RG-2 general residential districts.

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.

(Code 1979, § 6-3065)

Sec. 17-236. RG-3 townhouse and high-rise residential district.

The RG-3 district is intended as a medium to high density residential area characterized by townhouses and high-rise structures. 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 district.
(Code 1979, § 6-3066)

Sec. 17-237. UTD urban transitional district.

The UTD district is intended to accommodate uses typically found in single-family areas undergoing transition to commercial office uses. District land uses will preserve the areas's existing residential character while permitting commercial uses that are low traffic generators. This district frequently occurs along developing street corridors and connects commercial clusters. The residential character is preserved through the use of residential materials (i.e., brick, siding, stucco, etc.) and the use of pitched roofs on new buildings. Also traffic impacts will be lessened by minimizing curb cuts, with possible shared driveways.
(Code 1979, § 6-3066.1)

Sec. 17-238. C-1 office and institutional district.

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.
(Code 1979, § 6-3067)

Sec. 17-239. C-2 neighborhood commercial district.

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.
(Code 1979, § 6-3068)

Sec. 17-240. C-3 general commercial district.

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.
(Code 1979, § 6-3069)

Sec. 17-241. C-3A general commercial overlay district.

The C-3A district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments. It is oriented primarily to major traffic arteries or extensive areas of predominantly commercial use and characteristics. Traffic impacts will be lessened by minimizing curb cuts, with possible shared driveways. Also, there will be no outside storage of goods or materials.
(Code 1979, § 6-3069.1)

Sec. 17-242. C-4 central area commercial district.

The C-4 district is intended to accommodate retail, office, service and distribution uses generally benefiting by location in the central area of the city, and generally complementary to uses and characteristics of use ordinarily found in the retail core or central business district. 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. A principal purpose of the C-4 district is to provide for uses complementary to those found in the C-5 central business district zone, but simultaneously to create a character less congested than that of the C-5 district by requiring yards and off-street parking. It is, therefore, the intent of this article that C-4 central area commercial districts be established only contiguous to or in the immediate vicinity of the C-5 central business district zone.
(Code 1979, § 6-3070)

Sec. 17-243. C-5 central business district.

The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.
(Code 1979, § 6-3071)

Sec. 17-244. C-6 limited commercial district.

The C-6 district is intended to accommodate those uses which complement the existing commercial character of shopping areas which serve a unique and special function within the city. This district is characterized by a strong core of small businesses and a mixture of various types of eating and drinking establishments. It is the intent of this article that the C-6 district classification be applied to one contiguous and continuous area. Certain uses are permitted outright, while others are permitted as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this district classification.
(Code 1979, § 6-3072)

Appendix D

Traffic Impact Study

By

Wilbur Smith Associates

Appendix E

Presentation

**(For information only to present an idea
of the desired development concepts)**

TRAFFIC IMPACT STUDY

PROPOSED BURNSIDE FARMS DEVELOPMENT COLUMBIA, SOUTH CAROLINA

Prepared for:

Clif Kinder Interests, LLC



Prepared by:

Wilbur Smith Associates



August 2005

**Traffic Impact Study
for
Proposed Burnside Farms Development
Columbia, South Carolina**

Prepared for:

Clif Kinder Interests, LLC

Prepared by:



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1.

Summary of Findings and Recommendations

This report summarizes the results of a traffic impact study conducted by Wilbur Smith Associates for the proposed Burnside Farms development in Columbia, South Carolina. The findings of the report are listed below:

1. The proposed development at build-out will consist of 600 units of single family residential, 755 apartment units, 19.4 acres of multi family residential/commercial, and 57.7 acres of commercial. The development is expected to be built-out by 2015.
2. The site is located on the south side of Garners Ferry Road, west of Pineview Drive.
3. Site access is proposed via the extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Drive.
4. The weekday peak hours occur from 7:15 A.M. to 8:15 A.M. and 5:00 P.M. to 6:00 P.M.
5. To assess the impact of the site on the nearby area roadways, the following intersections were analyzed:
 - Garners Ferry Road and Patterson Road
 - Garners Ferry Road and Hazelwood Road
 - Garners Ferry Road and Pineview Drive/Hallbrook Drive
6. Background traffic takes into account the additional traffic on a roadway system that will be generated by approved developments in the area that may be completed by the time build-out of the site occurs. There were two approved projects to consider that may impact the key intersections being analyzed in this study. In addition, based on traffic projections provided by the South Carolina Department of Transportation (SCDOT), a growth factor of 1.0 percent per year was used. This traffic growth factor was used to account for inherent and other unknown development traffic growth that may occur prior to build-out of the site.

Burnside Farms Development Traffic Impact Study

7. The number of trips generated by the development was estimated based upon the trip generation data for residential and commercial developments contained in the 7th Edition of *Trip Generation* published by the Institute of Transportation Engineers (ITE). It is estimated the development at build-out will generate 959 total trips during A.M. peak hour and 2,336 total trips during the P.M. peak hour.
8. The directional distribution of trips generated by the development was based on an analysis of the existing traffic patterns at the study intersections.

ESTIMATED DIRECTIONAL DISTRIBUTION

Direction	Distribution	
	Residential	Commercial
To and from the east on Garners Ferry Road	15%	40%
To and from the west on Garners Ferry Road	58%	41%
To and from the south on Pineview Road	27%	19%
Total	100%	100%

9. Capacity analyses were conducted for existing conditions, background conditions (without development of the site) and future conditions (with development of the site). Based on the results of this analysis, it was determined that some roadway improvements will be necessary to accommodate the background and future conditions.
10. Based upon the traffic analysis, for the area roadways to adequately accommodate the ***background traffic***, the following road improvements are recommended under background conditions **(these improvements are needed to accommodate traffic conditions before the site begins to generate trips and therefore not a result of the site traffic):**

Garners Ferry Road

- Add a third through lane in each direction between Patterson and Pineview Drive.

Pineview/Hallbrook Road

- Add a second through lane in each direction between Garners Ferry Road and Shop Road (this is a potential future improvement listed in COATS, the 2025 Columbia long range transportation plan).

Garners Ferry Road/Patterson Intersection

- Construct eastbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

Burnside Farms Development Traffic Impact Study

Garners Ferry Road/Pineview/Hallbrook Intersection

- Construct northbound dual right turn lanes;
- Construct westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

11. In order for the area roadways to adequately accommodate the ***future traffic***, the following road improvements are recommended under future conditions (the traffic conditions after the site begins to generate trips):

Garners Ferry Road/Hazelwood Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct an eastbound right turn lane;
- Construct a westbound left and right turn lane;
- Construct northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

Hazelwood/Pineview Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct a northbound left turn lane;
- Construct a southbound right turn lane;
- Stripe the eastbound approach for a left turn lane and a right turn lane with one inbound lane.

12. Based on the results of this analysis and the road improvements recommended, the area roadways will be able to adequately accommodate the Burnside Farms development.

2.

Existing Conditions

Introduction

The Burnside Farms development site is located on the south side of Garners Ferry Road, west of Pineview Drive, in Columbia, South Carolina. Figure 1 illustrates the site location. The proposed development at build-out will consist of 550 units of single family residential, 512 apartment units, 12 acres of multi family residential/commercial, and 59.8 acres of commercial. The site is expected to be developed over a period of ten years, with complete build-out by 2015. This study was conducted to assess the impact of the site on the adjacent street system.

Area Road Network

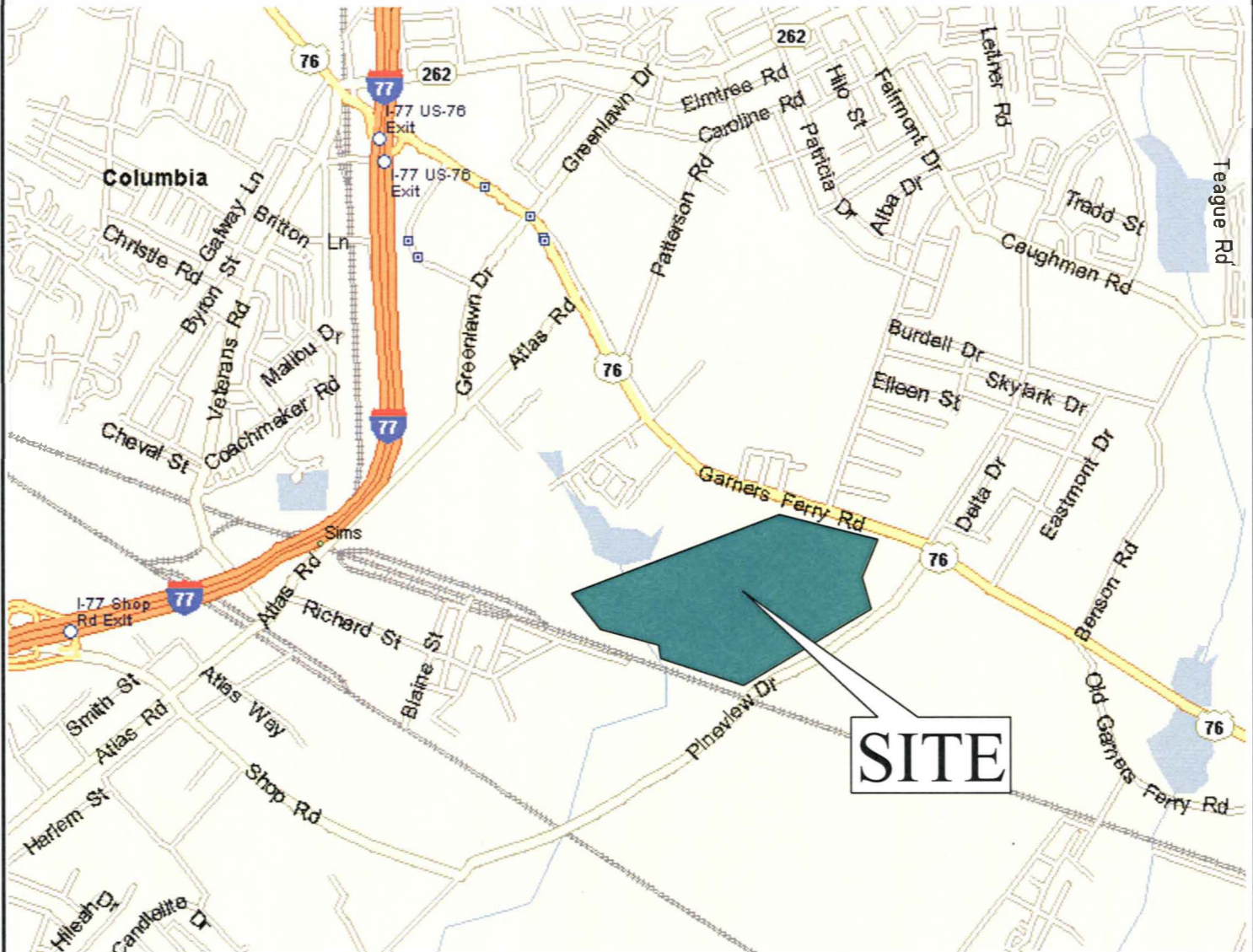
The major roadways providing access to the development are Garners Ferry Road and Pineview Drive. Other roadways in the vicinity of the site were also considered in this study. These roads are described in the following paragraphs:

Garners Ferry Road (US 76) is an east-west four-lane divided roadway in the site vicinity. The roadway is under the jurisdiction of the South Carolina Department of Transportation (SCDOT) and has a posted speed limit of 45 mph. A 2004 average daily traffic (ADT) count provided by the SCDOT showed that Garners Ferry Road, just east of the site, was carrying 36,200 vehicles per day (vpd).

Pineview Drive is a local north-south two-lane roadway providing access from Garners Ferry Road to Shop Road to the south. The roadway is under the jurisdiction of SCDOT and has a posted speed limit of 55 mph. The intersection of Pineview Drive and Garners Ferry Road is signalized.

Hallbrook Drive is a local north-south two-lane roadway providing access to residential areas to the north. The roadway is under the jurisdiction of SCDOT and does not have a posted speed limit. The intersection of Hallbrook Drive and Garners Ferry Road is signalized.

Hazelwood Road is a local north-south two-lane roadway providing access to residential areas to the north. The roadway is under the jurisdiction of SCDOT and has a posted speed limit of 35 mph. The T-intersection with Garners Ferry is controlled by a stop sign on Hazelwood with flashing beacons (yellow for Garners Ferry and red for Hazelwood).



SITE LOCATION MAP
Burnside Farms: Columbia, SC

Figure 1

Planned Roadway Improvements

Based on SCDOT information, there are no roadway improvement projects planned in the site vicinity at this time. However, as part of this development Hazelwood Road is proposed to be extended south to Pineview Drive to serve the site.

Site Accessibility

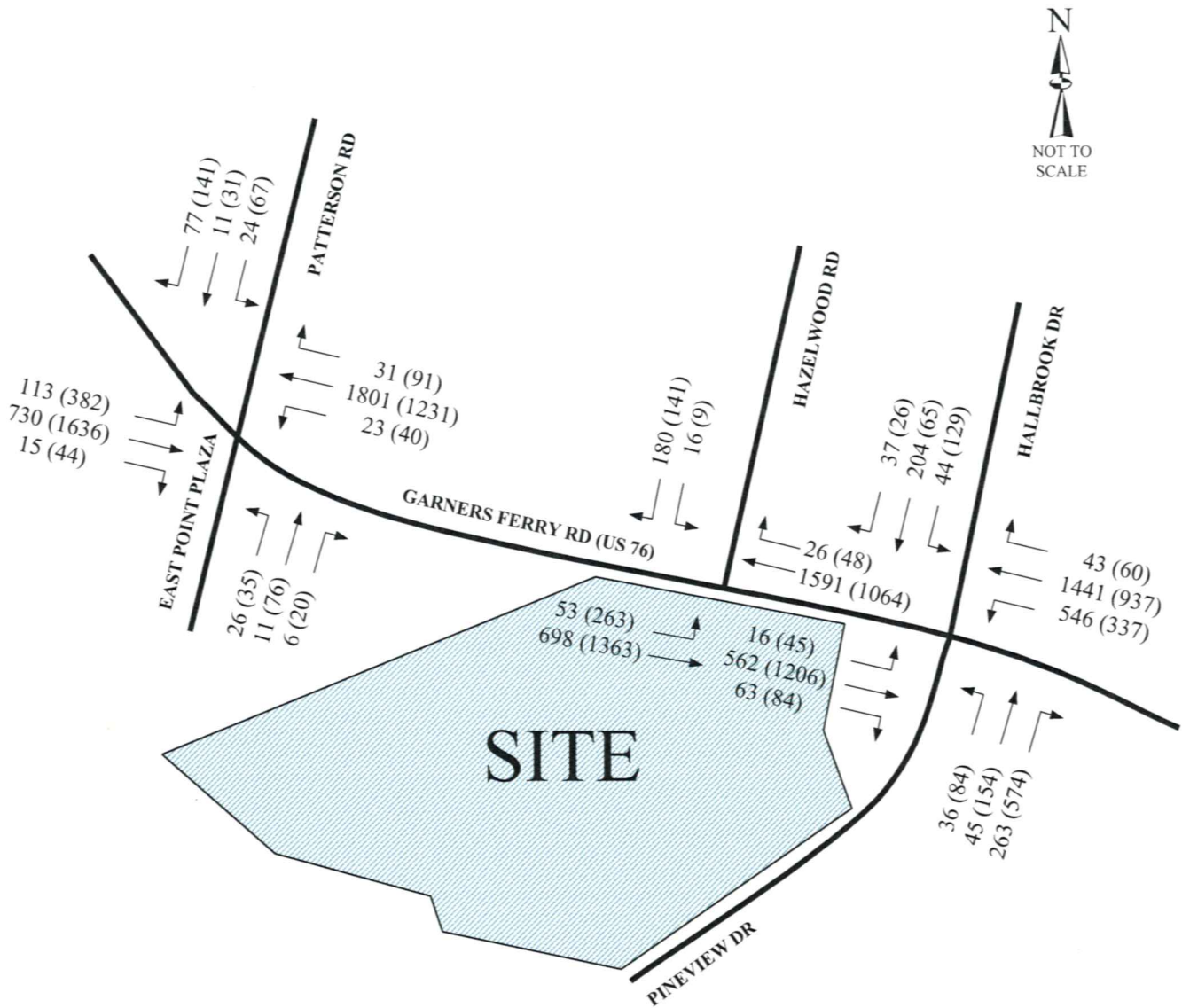
As mentioned above, the extension of Hazelwood Road will provide access for the site. In addition to the access provided by Hazelwood Road, the site is proposed to be served by two access drives on Garners Ferry Road and one access drive on Pineview Drive.

Existing Traffic Volumes and Conditions

A field reconnaissance was conducted of the site and its environs to obtain a database of existing conditions. The peak periods for the proposed use would typically occur during weekday mornings and afternoons. Based on discussions with the SCDOT District Traffic Engineer, three intersections were identified to be studied:

- Garners Ferry Road and Patterson Road
- Garners Ferry Road and Hazelwood Road
- Garners Ferry Road and Pineview Drive/Hallbrook Drive

Traffic turning movement counts were conducted at each intersection on Tuesday, June 14th, 2005 between 7:00-9:00 A.M. and 4:00-6:00 P.M. These hours represent the peak periods for traffic during an average weekday. The peak hours were found to be 7:15 A.M.-8:15 A.M. and 5:00 P.M.-6:00 P.M. The existing peak-hour traffic volumes are illustrated on Figure 2. The traffic count data sheets can be found in Appendix A.



3.

Background Traffic

A detailed analysis was completed of the traffic demand created by all known approved developments in the vicinity of the site.

Trip Generation for Background Developments

Background traffic takes into account the additional traffic on the roadway system that will be generated by approved developments in the area that may be completed by the time the build-out of the site occurs. The site is projected to be built-out within 10 years (by 2015). Discussions were held with the Richland County Planning and Development Services Department regarding planned and approved developments that may impact traffic volumes on the roadway network. Based on these discussions, one residential development and one commercial development were identified east of the site and are listed below:

- Apartment home development – 19 acres (assumed 304 units)
- Commercial development – 21 acres (assumed 210,000 sq. feet)

Each of these approved developments is expected to be built and generating traffic by 2015. The number of trips that would be generated by these developments during the weekday A.M. and P.M. peak-hours was determined using rates published by the Institute of Transportation Engineers (ITE) in *Trip Generation*, 7th Edition. The projected background development trip generation is shown in Table 1.

Table 1

PROJECTED BACKGROUND DEVELOPMENT PEAK HOUR VOLUMES

Development	A.M. Peak-Hour Trips			P.M. Peak-Hour Trips		
	Entering	Exiting	Total	Entering	Exiting	Total
Apartments – 304 units	31	122	153	120	65	185
Commercial – 210,000 sf	115	73	188	378	409	787
Total Trips	146	195	341	498	474	972

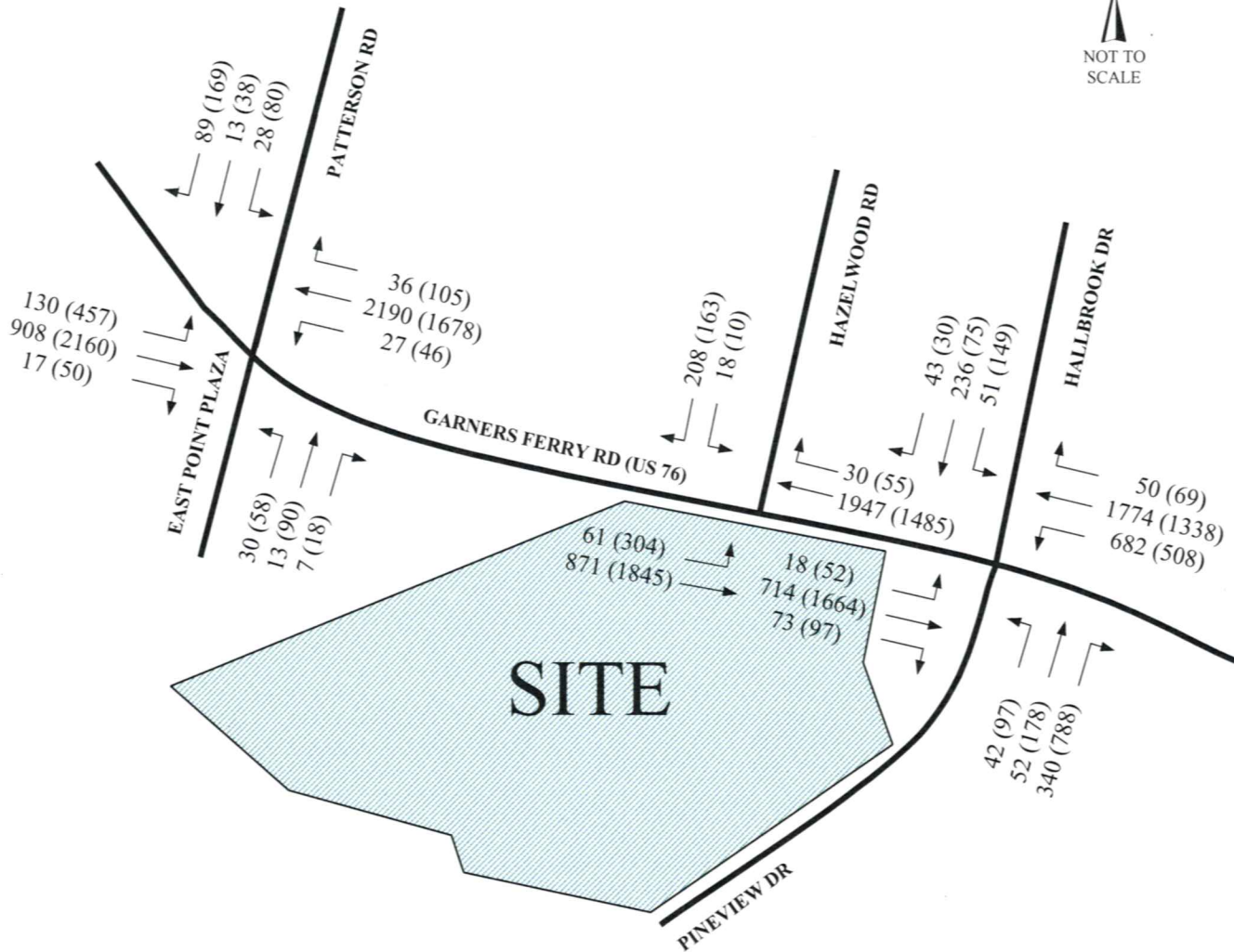
The trips generated by these developments were assigned to the adjacent street system based on a directional distribution analysis discussed in more detail under the trip distribution section of this report.

Background Growth Rate

To account for inherent growth in traffic and traffic generated by other developments that are not known at this time that may occur over the next three years, a growth factor was applied to the existing traffic volumes. The growth factor was developed based on existing traffic counts between 1996 and 2004 for Garners Ferry Road in the site vicinity provided by the SCDOT. Based on this information, it was determined that between 1996 and 2004, traffic grew on the area roadways in the site vicinity at a rate of 1.0% per year.

Thus, the existing 2005 traffic volumes were increased by 1.0% per year for ten years to create the base background traffic volumes for 2015.

The background peak-hour traffic volumes are illustrated on Figure 3.



4.

Site-Generated Traffic

Trip Generation for New Site Traffic

The number of trips generated by the development was estimated based upon the trip generation data for residential and commercial developments contained in ITE's *Trip Generation*.

When considering retail uses in a mixed-use development such as Burnside Farms, pass-by and shared trips (also known as captured trips) need to be considered. Pass-by trips are defined as "trips made as intermediate stops on the way from an origin to a primary trip destination. Pass-by trips are attracted from traffic passing the site on an adjacent street that contains direct access to the generator" (*ITE's Trip Generation*). It should be noted, pass-by trips are not new trips. Shared or captured trips are defined as internal trips generated by the site which are not made on the major street system. At Burnside Farms for example, it would represent trips made between the residential and commercial portions of the site only using the roadways internal to the site (i.e., *not using Garners Ferry Road or Pineview Drive*).

The pass-by and shared trips percentages for the development were determined based on information contained in *Trip Generation Handbook, An ITE Proposed Recommended Practice*. This handbook was utilized in order to get the pass-by trips for the commercial uses and the shared trip percentages between the residential and commercial uses of the site. The pass-by trip percentage during the A.M. and P.M. peak-hours was determined to be 22 percent. The shared trip percentage was calculated to be 15 percent of the total trips generated by the site during the A.M. and P.M. peak-hours.

It should be noted for purposes of trip generation, it was assumed that 10,000 square feet of gross leasable area could be developed per acre for the 57.7 acres of commercial use. Therefore, it was assumed that 577,000 square feet of commercial use could be developed. Also, it was assumed that half of the 19.4 acres designated as Multi Family Residential/Commercial would be developed as apartment homes, at 16 units per acre, and half would be developed for commercial use, at 10,000 square feet per acre.

The projected peak-hour site-generated traffic volumes for each phase including pass-by and shared trips are shown in Table 2.

Burnside Farms Development Traffic Impact Study

Table 2

PROJECTED PEAK HOUR SITE-GENERATED VOLUMES

Size	Trip Type	<u>A.M. Peak-Hour</u>			<u>P.M. Peak-Hour</u>		
		Entering	Exiting	Total	Entering	Exiting	Total
600 Single Family Homes	New	110	330	440	350	205	555
755 apts.	New	76	306	382	260	209	469
<i>Total Residential Trips</i>		<i>186</i>	<i>636</i>	<i>822</i>	<i>610</i>	<i>414</i>	<i>1,024</i>
Shared Trips (15%)		(-28)	(-95)	(-123)	(-92)	(-62)	(-154)
New Residential Trips		158	541	699	518	352	870
<i>Total Retail Trips</i>		<i>381</i>	<i>244</i>	<i>625</i>	<i>1,283</i>	<i>1,389</i>	<i>2,672</i>
674,000 sq. ft. Retail	Shared Trips (15%)	(-57)	(-37)	(-94)	(-193)	(-208)	(-401)
	Pass-by (22%)	(-71)	(-46)	(-117)	(-240)	(-260)	(-500)
	New Retail Trips	253	161	414	850	921	1,771
Total Development New Trips		411	702	1,113	1,368	1,273	2,641

Note: The site driveway volumes on Figures 6-11 show the total trips less the shared trips.

Trip Distribution

The direction from which traffic will approach and depart the site was determined by an analysis of existing traffic patterns at Hazelwood Road, Patterson Road and Pineview Drive. Since most of the traffic on Hazelwood Road is residential in nature, it is expected that this existing distribution will be similar to the expected distribution of trips for the residential portion of the Burnside Farms development. Similarly, since most of the traffic on the south leg of the intersection of Garners Ferry Road and Patterson Road is commercial in nature, it is expected that this existing distribution will be similar to the expected distribution of trips for the commercial portion of the development. Based on the turning movements at Pineview Drive the percent of commercial and residential site trips that would use Pineview Drive was estimated. This analysis resulted in the directions of approach shown in Table 3.

Burnside Farms Development Traffic Impact Study

Table 3

ESTIMATED DIRECTIONAL DISTRIBUTION

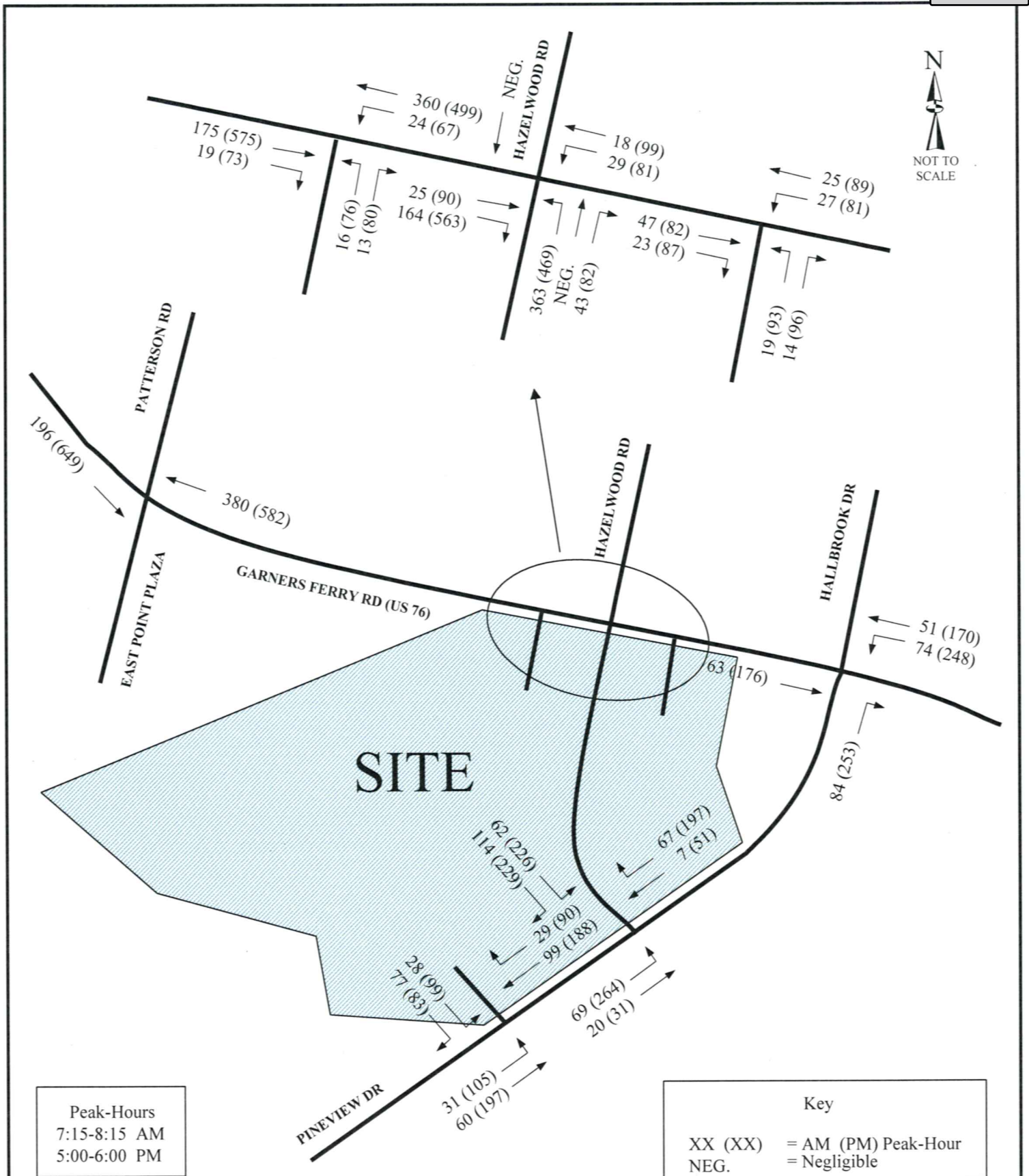
Direction	Distribution	
	Residential	Commercial
To and from the east on Garners Ferry Road	15%	40%
To and from the west on Garners Ferry Road	58%	41%
To and from the south on Pineview Road	27%	19%
Total	100%	100%

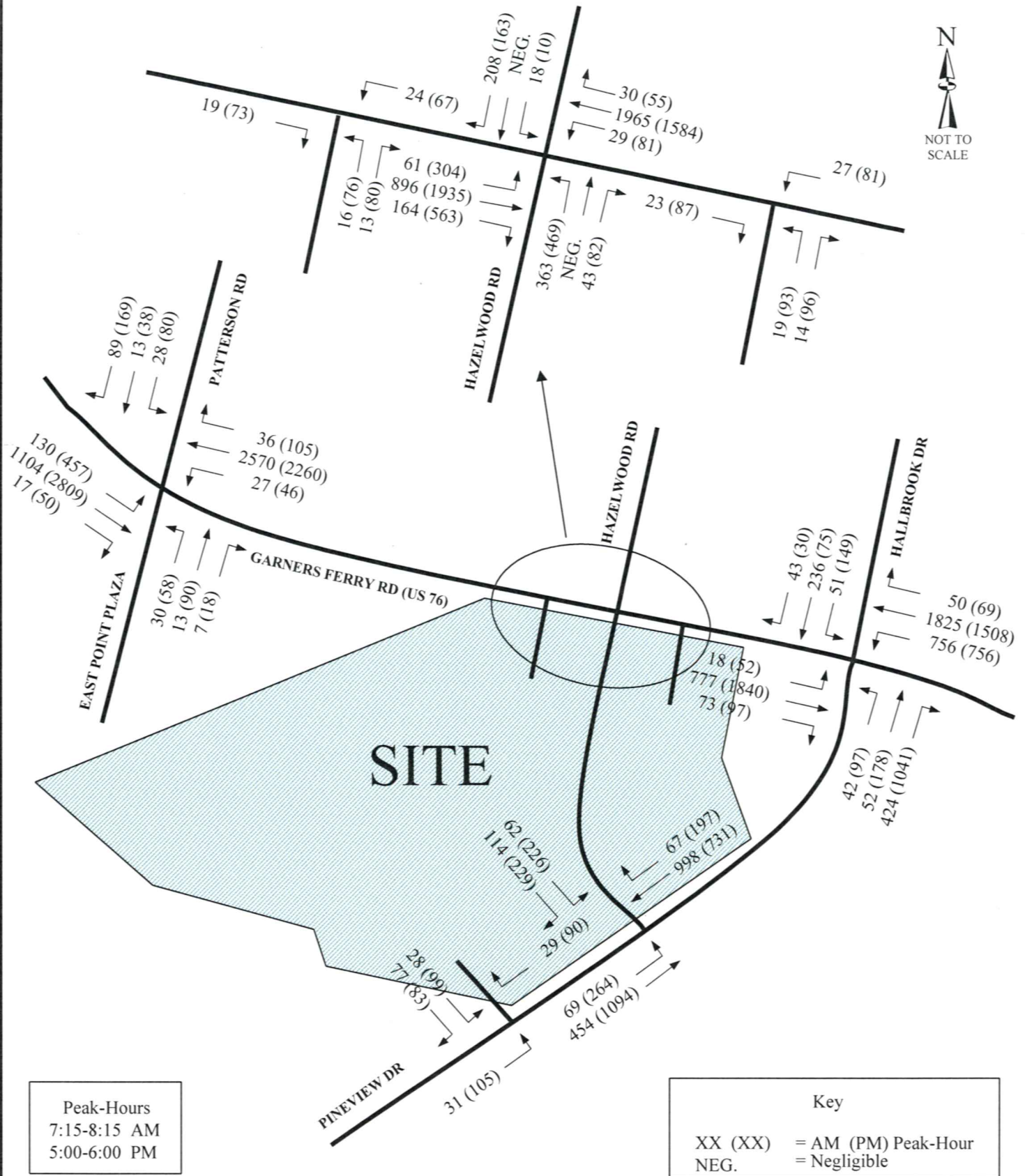
Trip Assignment

The projected peak hour traffic volumes were assigned to the adjacent street system based on the estimated directional distribution discussed above and shown in Table 3 and are illustrated on Figure 4.

The site trips were assigned to the site drives based on the amount of residential or commercial use served by each drive.

The site-generated peak hour traffic volumes on Figure 4 were then added to the background peak hour traffic volumes on Figure 3 to get the total future peak hour traffic volumes shown on Figure 5.





5.

Traffic Analyses

Capacity Analyses

The critical intersections identified for this study were analyzed according to the methodologies published in the *2000 Highway Capacity Manual*. The analysis determines the "Level of Service (LOS)" of the intersections and is based on factors such as the number and types of lanes, signal timing, traffic volumes, pedestrian activity, etc. Levels of service are expressed in a range from "A" through "F," with "A" being the highest level of service, and "F" representing the lowest level of service. Tables 3 and 4 show the thresholds for Levels of Service "A" through "F" for unsignalized and signalized intersections, respectively.

Table 3

LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Little or no delay, very low main street traffic.
B	10.1 to 15.0	Short traffic delays, many acceptable gaps.
C	15.1 to 25.0	Average traffic delays, frequent gaps still occur.
D	25.1 to 35.0	Long traffic delays, limited number of acceptable gaps.
E	35.1 to 50.0	Very long traffic delays, very small number of acceptable gaps.
F	> 50.0	Extreme traffic delays, virtually no acceptable gaps in traffic.

Table 4

LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Most vehicles do not stop at all.
B	10.1 to 20.0	Some vehicles stop.
C	20.1 to 35.0	The number of vehicles stopping is significant, although many pass through without stopping.
D	35.1 to 55.0	Many vehicles stop. Individual cycle failures are noticeable.
E	55.1 to 80.0	Considered to be the limit of acceptable delay. Individual cycle failures are frequent.
F	> 80.0	Unacceptable delay.

Burnside Farms Development Traffic Impact Study

Capacity analyses were conducted at each intersection for the following conditions:

- Existing 2005 conditions;
- Background 2015 conditions without development of the site;
- Future 2015 conditions with the site developed.

The capacity analyses worksheets are presented in Appendix B, summarized in Table 5 and discussed in the following paragraphs.

Garners Ferry Road and Patterson Road Intersection

As shown in Table 5 below, under 2005 ***Existing Conditions***, the intersection of Garners Ferry Road and Patterson Road currently operates at an overall LOS “B” and LOS “C” during the weekday A.M. and P.M. peak hours, respectively. All approaches operate at acceptable levels of service during both peak hours.

Under 2015 ***Background Conditions***, before the site traffic is added, the intersection will operate at an overall LOS “C” and LOS “D” during the A.M. and P.M. peak hours, respectively. However during the P.M. peak hour, the south approach will operate at LOS “E”. In addition, several individual movements will operate at LOS “E” and “F”.

Evaluating the traffic volumes projected for 2015, it becomes evident that the capacity of Garners Ferry Road will be exceeded. The average capacity of a five-lane road (such as Garners Ferry) ranges between 30,000 and 35,000 vehicles per day. It is projected that by 2015, Garners Ferry Road will be carrying close to 40,000 vehicles per day. Therefore, by 2015, it can be seen that an additional through lane in each direction will likely be needed. In addition, there are currently nearly 400 eastbound left turning vehicles during the P.M. peak hour – this is a very high volume of left turns being accommodated by just one lane; dual left turn lanes should be considered at this intersection. Finally, if the shopping center on the south side of Garners Ferry Road is redeveloped, further improvements to the intersection may have to be implemented to accommodate the additional traffic generated.

Assuming that an additional through lane and a dual eastbound left turns are constructed under 2015 ***Background Mitigated Conditions***, the intersection will operate at an overall acceptable LOS “C” during both peak hours with all approaches operating at LOS “C” or better.

Under ***Future Conditions***, after the site traffic is added, the intersection will continue to operate at an overall LOS “C” during the A.M. and P.M. peak hours. No future mitigation will be necessary.

Burnside Farms Development Traffic Impact Study

Table 5

CAPACITY ANALYSES

Approach	EXISTING CONDITIONS			BACKGROUND CONDITIONS			BACKGROUND MITIGATED CONDITIONS			FUTURE CONDITIONS			FUTURE MITIGATED CONDITIONS		
	A.M. Peak	Delay/LOS	P.M. Peak	A.M. Peak	Delay/LOS	P.M. Peak	A.M. Peak	Delay/LOS	P.M. Peak	A.M. Peak	Delay/LOS	P.M. Peak	A.M. Peak	Delay/LOS	P.M. Peak
Garners Ferry Road and Patterson Road (Signalized)															
Overall	18.7/B		24.3/C	28.6/C		43.1/D	20.3/C		24.0/C	20.5/C		28.6/C			
North	13.8/B		15.6/B	23.5/C		28.0/C	10.3/B		13.1/B	14.7/B		20.8/C			
South	24.7/C		25.7/C	34.5/C		63.1/E	18.1/B		22.4/C	25.0/C		39.3/D		N/A	
East	23.0/C		30.3/C	35.9/D		53.5/D	24.7/C		28.9/C	24.7/C		34.2/C			
West	9.5/A		21.4/C	13.5/B		36.3/D	12.0/B		21.8/C	11.9/B		24.8/C			
Garners Ferry Road and Hazelwood Road (Unsignalized under Existing, Background and Future Conditions/Signalized under Future Mitigated Conditions)															
Overall	4.6/A		4.3/A	14.1/B		>200/F	6.3/A		>200/F	>200/F		>200/F	25.0/C		28.3/C
North	55.1/F		52.4/F	188.8/F		>200/F	80.8/F		>200/F	>200/F		>200/F	28.6/C		11.8/B
South	N/A		N/A	N/A		N/A	N/A		N/A	>200/F		>200/F	44.3/D		45.0/D
East	0.0/A		0.0/A	0.0/A		0.0/A	0.0/A		0.0/A	0.4/A		14.0/B	27.2/C		35.2/D
West	1.2/A		2.8/A	1.6/A		7.5/A	1.6/A		7.5/A	1.4/A		8.0/A	13.2/B		21.8/C
Garners Ferry Road and Pineview Drive/Hallbrook Drive (Signalized)															
Overall	25.8/C		48.4/D	39.1/D		126.8/F	21.2/C		33.4/C	22.7/C		41.4/D			
North	32.7/C		30.6/C	42.8/D		44.9/D	19.6/B		29.5/C	19.7/B		47.2/D			
South	12.7/B		46.4/D	15.3/B		132.4/F	7.4/A		33.4/C	6.2/A		48.9/D		N/A	
East	22.2/C		39.5/D	32.3/C		80.1/F	22.4/C		25.9/C	24.4/C		26.6/C			
West	40.3/D		61.3/E	71.5/F		184.3/F	25.3/C		42.0/D	28.4/C		53.0/D			

Burnside Farms Development Traffic Impact Study

Garners Ferry Road and Hazelwood Road Intersection

As shown in Table 5, under ***Existing Conditions***, the intersection of Garners Ferry Road and Hazelwood Road currently operates at an overall LOS "A" during the weekday A.M. and P.M. peak hours. The major approaches (east and west) operate at high levels of service during both peak hours, while the north approach operates at LOS "F" during the A.M. peak hour.

Under ***Background Conditions***, before the site traffic is added, the intersection will operate at an overall LOS "B" and LOS "F" during the A.M. and P.M. peak hours, respectively. The major approaches will continue to operate at high levels of service; however, the north approach will experience significant increases in delay over the existing conditions. A cursory signal warrant analysis determined that the Peak Hour warrant will not be met by this intersection.

As discussed earlier, a third through lane in each direction will likely be needed on Garners Ferry by 2015. Therefore, this improvement was assumed under ***Background Mitigated Conditions***. However, since this is an unsignalized intersection, this improvement does not significantly help the south approach (minor street) to this intersection.

Under ***Future Conditions***, after the site traffic is added, as expected, the unsignalized intersection will operate at an overall LOS "F" during the weekday A.M. and P.M. peak hours. The east-west approaches will operate at acceptable levels of service. The north approach and the south approach (site drive) will operate at LOS "F" during both peak hours, clearly indicating the potential need for a traffic signal.

In order to mitigate the poor of levels of service at the intersection, the possibility of signalizing the intersection was investigated. A cursory signal warrant analysis was performed based on traffic signal warrants contained in the Manual on Uniform Traffic Control Devices (MUTCD). Based on a review of the only applicable warrant, the Peak Hour warrant (Signal Warrant #3), it was determined that this warrant would be satisfied, indicating that a traffic signal would likely be needed. In addition to mitigating the intersection with a traffic signal the following improvements would be necessary to accommodate the traffic volumes:

- An eastbound right turn lane;
- A westbound left and right turn lane;
- Northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

With a signal and the improvements mentioned above, under ***Future Mitigated Conditions*** the intersection would operate at an overall LOS "C" during both the A.M. and P.M. peak hours. ***It should be noted that the installation of a traffic signal is critical in order for this intersection to adequately accommodate site-generated traffic.***

Burnside Farms Development Traffic Impact Study

Garners Ferry Road and Pineview Drive/Hallbrook Drive Intersection

As shown in Table 5, under ***Existing Conditions***, the intersection of Garners Ferry Road and Pineview Drive/Hallbrook Drive currently operates at an overall LOS “C” and LOS “D” during the weekday A.M. and P.M. peak hours, respectively. However, the west approach operates at LOS “E” during the P.M. peak hour with individual movements on the east and west approaches operating at LOS “E” and LOS “F”.

As expected under ***Background Conditions***, before the site traffic is added, the intersection will degrade to an overall LOS “D” and LOS “F” during the weekday A.M. and P.M. peak hours, respectively. During the A.M. peak hour, the west approach operates at LOS “F”. During the P.M. peak hour, all approaches except the north approach operate at LOS “F” with several individual movements operating at LOS “F”.

As discussed earlier, a third through lane in each direction will likely be needed on Garners Ferry by 2015; this improvement was assumed under ***Background Mitigated Conditions***. In addition, COATS, the 2025 Columbia long range transportation plan has listed the widening of Pineview Drive as a potential future project. It was therefore assumed that an additional through lane in each direction on Pineview would be constructed by 2015.

Given the low levels of service and the high volume of traffic at this intersection, it was necessary to develop additional mitigation measures. Therefore, it was determined the following improvements would be necessary to accommodate the traffic volumes:

- Northbound dual right turn lanes;
- Westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

These improvements will increase the capacity of the intersection, allowing the intersection to operate at overall LOS “C” for both the A.M. and P.M. peak hours.

Under ***Future Conditions***, after the site traffic is added, the intersection will operate at an overall LOS “C” and LOS “D” during the weekday A.M. and P.M. peak hours, respectively. All approaches will operate at acceptable levels of service during both peak hours.

Site Access

The site will be served by the extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Road. To determine whether right turn auxiliary lanes would be warranted at the main drives, the South Carolina Highway Design Manual (SCDHM) was consulted. Based on the traffic volumes projected at each site drive and the guidelines in the SCDHM, it was determined that a right turn deceleration lane would be needed at each of the main site drives.

Burnside Farms Development Traffic Impact Study

Similarly, the SCDHM was consulted to determine whether left turn auxiliary lanes would be warranted at the main drives. Based on the traffic volumes projected at each site drive and the guidelines in the SCDHM, it was determined that a left turn auxiliary lane would be needed at all main site drives. On Garners Ferry Road it may be prudent to construct a continuous center left turn lane between Pineview and the west site drive for purposes of roadway striping continuity.

The intersection of the Hazelwood extension and Pineview Road was evaluated for the need for a traffic signal. As an unsignalized intersection, the intersection will operate at very low levels of service (LOS "F"). Therefore, a cursory signal warrant analysis was performed based on traffic signal warrants contained in the MUTCD. Based on a review of the only applicable warrant, the Peak Hour warrant (Signal Warrant #3), it was determined that this warrant would be satisfied, indicating that a traffic signal would likely be needed. In addition to mitigating the intersection with a traffic signal the following improvements would be necessary to accommodate the traffic volumes (note that as discussed earlier, a second through lane was assumed in each direction on Pineview per a potential COATS project):

- A northbound left turn lane;
- A southbound right turn lane;
- The eastbound approach of Hazelwood should be striped for a left turn lane and a right turn lane with one inbound lane.

The installation of a traffic signal is critical in order for this intersection to adequately accommodate site-generated traffic.

It should be noted that not every future roadway improvement discussed here in Section 5 would be required to be constructed the day the site opens; as the site begins to develop, the improvements will be implemented in conjunction with phases of development and need.

6.

Conclusions and Recommendations

This traffic analysis evaluated the impact of the Burnside Farms site traffic on the area roadways and determined the roadway improvements necessary to accommodate the site traffic. The analysis resulted in the following conclusions:

- The Burnside Farms development at build-out will generate 1,113 total trips during A.M. peak hour and 2,641 total trips during the P.M. peak hour;
- Site access will be provided via an extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Drive;
- Under background conditions, before the site traffic is added, Garners Ferry Road will likely require a third through lane in each direction between Patterson and Pineview;
- The intersections of Pineview Road/Hallbrook Road with Garners Ferry Road and of Hazelwood Road with Garners Ferry Road will operate at overall failing levels of service under background conditions, before the site traffic is added;
- Certain road improvements will be necessary to accommodate the site traffic, including the signalization of Hazelwood Drive and Garners Ferry.

In order for the area roadways to adequately accommodate the ***background traffic***, the following road improvements are recommended under background conditions **(these improvements are needed to accommodate traffic conditions *before* the site begins to generate trips and therefore not a result of the site traffic):**

Garners Ferry Road

- Add a third through lane in each direction between Patterson and Pineview Drive.

Pineview/Hallbrook Road

- Add a second through lane in each direction between Garners Ferry Road and Shop Road (this is a potential future improvement listed in COATS, the 2025

Burnside Farms Development Traffic Impact Study

Columbia long range transportation plan).

Garners Ferry Road/Patterson Intersection

- Construct eastbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

Garners Ferry Road/Pineview/Hallbrook Intersection

- Construct northbound dual right turn lanes;
- Construct westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

In order for the area roadways to adequately accommodate the ***future traffic***, the following road improvements are recommended under future conditions (the traffic conditions after the site begins to generate trips):

Garners Ferry Road/Hazelwood Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct an eastbound right turn lane;
- Construct a westbound left and right turn lane;
- Construct northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

Hazelwood/Pineview Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct a northbound left turn lane;
- Construct a southbound right turn lane;
- Stripe the eastbound approach for a left turn lane and a right turn lane with one inbound lane.

Based on the results of this analysis and the road improvements recommended above, the area roadways will be able to adequately accommodate the development.



CITY COUNCIL

December 17, 2019 at 6:00pm

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

Zoning Map Amendment Case Summary **409 and 411 Graymont Avenue, TMS# 11313-17-06**

Council District:	3
Proposal:	Request to rezone the parcels from General Residential District (RG-2) to Office and Institutional District (C-1).
Applicant:	Andrew Imbeau, Pro-Motion Physical Therapy
Staff Recommendation:	Approval
PC Decision:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.17 acres
 Current Use: Duplex
 Proposed Use: Commercial Medical
 Current Land Use Classifications: Urban Core Residential Small Lot (UCR-1)
 Current Zoning: General Residential District (RG-2)
 Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The Plan proposed a future land use of Multi-Family – Medium Density (Ch. 4 pg. 30). The property is also located within the area identified as a potential neighborhood design overlay (Ch. 4 pg. 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the North and East and General Residential District (RG-2) to the East, South, and West.

The proposed zoning district is Office and Institutional District (C-1).

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.

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 City Council to rezone the parcels from RG-2 to C-1.



Future Land Use Map

409 and 411 Graymont Avenue, TMS# 11
Current FLU: UCR-1

24.a

Department of Planning &
Development Services

Legend

 CITY LIMITS
 PARCELS

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



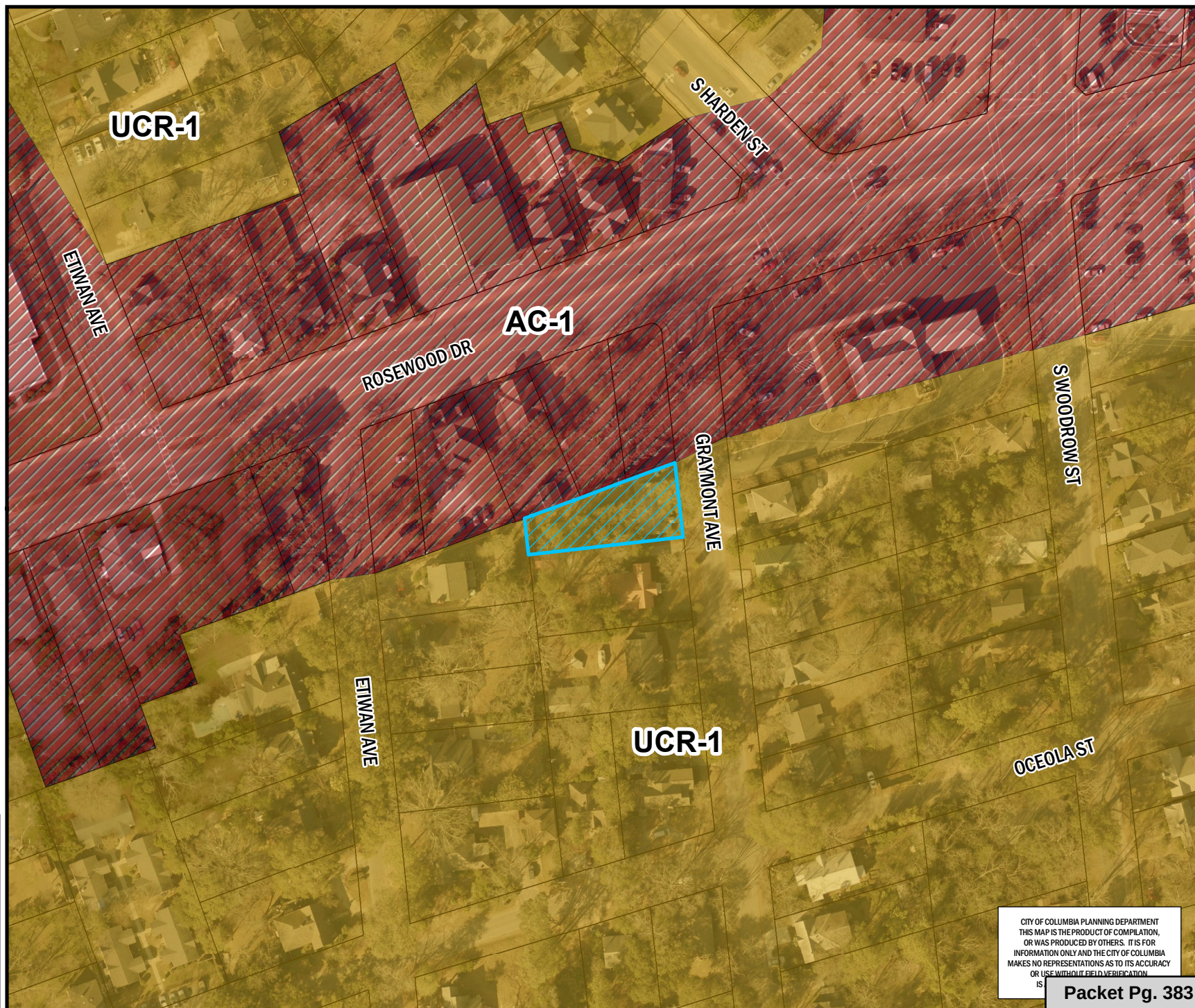
0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 10, 2019



We Are Columbia



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IS

Packet Pg. 383

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

409 and 411 Graymont Avenue, TMS# 113

24.a

Current Zoning: RG-2, Proposed Zoning: C-1

Legend

PARCELS

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

0 30 60 120 Feet

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

DISCLAIMER:
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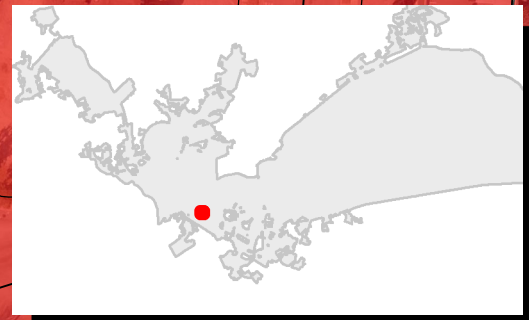
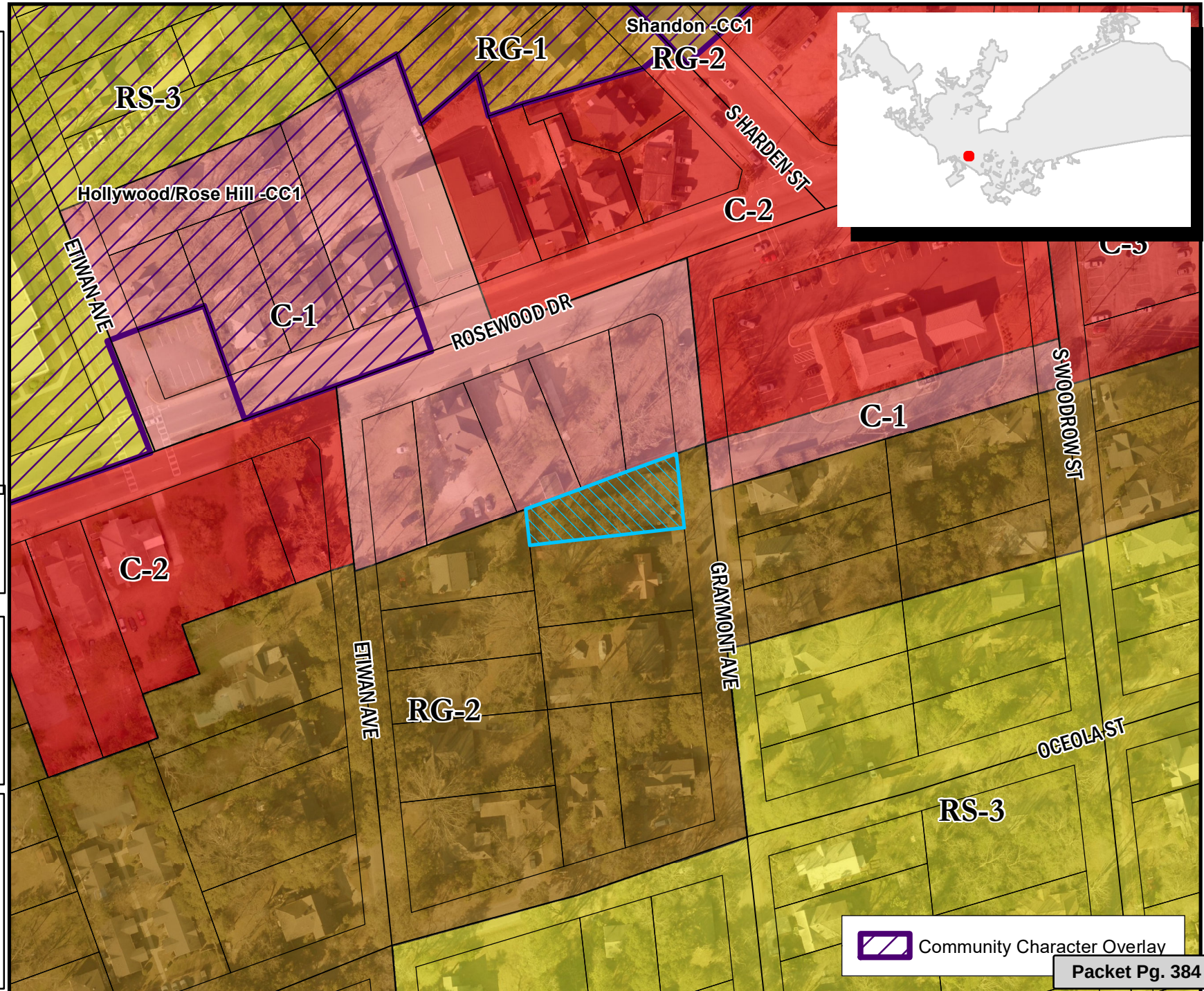


Table of Permitted Uses**RG-2****Permitted Principal Uses**

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

Roominghouses and boardinghouses

Organization hotels and lodginghouses on membership basis

Public Golf Course

Elementary and Secondary Schools (17-296)

Libraries and Information Centers

Religious Organizations

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-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

Table of Permitted Uses
RG-2

Table of Permitted Uses
C-1
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair

Table of Permitted Uses**RG-2****Table of Permitted Uses****C-1****Permitted as an Accessory Use or as a Principal Use by Special Exception**

Food crops grown within a covered enclosure

General farms, primarily crop

Special Exception by Board of Zoning Appeals

Veterinary services with indoor kennels

Veterinary services with outdoor kennels

Roominghouses and boardinghouses

U.S. Postal Service

Drinking Places (alcoholic beverages)(Sec. 17-269)

Electric substations

Florist

Cigar store and stands

New dealers and newsstands

Miscellaneous retail stores, not elsewhere classified

Apparel and accessory stores

Coin-operated laundries and dry cleaning

Garment pressing and agents for laundries and dry cleaners

Miscellaneous personal services, except massage parlors and spas

Massage parlors and spas

Business services not elsewhere classified

Agricultural services with indoor kennels

Agricultural services with outdoor kennels

Parking structures

Radio and mobile telephone installation shops

Watch and jewelry repair

Motion picture theaters except drive-in

Physical fitness facilities and yoga facilities

Membership Sports and Recreation Clubs

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

LP2, LLC
Len Roberson
P.O. Box 61198
Columbia, SC 29260
803-781-0006

City Clerk
City of Columbia
P.O. Box 147
Columbia, SC 29217

RE: TMS #11313-17-06; 409 & 411 Graymont Ave.

To Whom It May Concern:

As the owner of the property located at 412 Etiwan Ave. (directly behind the subject property) we object to the rezoning request for the above referenced property to commercial zoning. My email address is robersonengr@sc.rr.com.

Sincerely,



Len D. Roberson, Managing Partner

LP2, LLC
Len Roberson
P.O. Box 61198
Columbia, SC 29260
803-781-0006

City Clerk
City of Columbia
P.O. Box 147
Columbia, SC 29217

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Len D. Roberson, Managing Partner



CITY COUNCIL

December 17, 2019 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 113, 117, and 121 McLeod Road; TMS# 14303-02-36

Council District: 1

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned General Commercial (GC) by Richland County.

Applicant: 113 McLeod Road, LLC

Staff Recommendation: Approval

PC Recommendation: 09/09/2019; Approval (7-0)

ZPH, 1st Reading: 12/17/2019; Pending

2nd Reading: 01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.73 acres

Current Use: Commercial (Warehouse/Storage)

Proposed Use: Commercial (Warehouse/Storage)

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Economic Development Corridor

Proposed City Land Use: Employment Campus (EC)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Light Industrial District (M-1)

Census Tract: 108.06

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve these warehouse buildings is approximately **\$300 annually** based on last year's calls for service at similar properties nearby within the City of Columbia.

Fire

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

Solid Waste

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

Engineering

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

Water Customer Care

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

Planning & Development Services

The subject property contains several existing warehouse buildings. We recommend annexation of this property, located within a Donut Hole as designated in the Urban Service Area plan. **The estimated real estate tax revenue generated will be approximately \$2,700 per year**, based on the current tax rate and taxable value listed for the property.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Economic Development Corridor by Richland County.

Areas dedicated to concentrations of employment uses ranging from 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 districts are most often found to the urban edge, and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like

multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- 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 Walkable 29203: Pedestrian Master Plan (2017) 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 it was outside of the North Main and Crane Creek Planning Areas.

PROPOSED ZONING DISTRICT SUMMARY

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

The proposed City of Columbia zoning district is Light Industrial District (M-1).

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.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Employment Campus (EC) at the time of annexation.

Staff recommends that City Council assign zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

113, 117, and 121 McLeod Road, TMS# 14303-02-36;

Current FLU: Economic Development Corridor, Proposed FLU: Employment Campus (EC)

25.a

Legend

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



0 60 120 240
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 9, 2019



We Are Columbia



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IS

Packet Pg. 394

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

113, 117, and 121 McLeod Road, TMS# 143
Current Zoning: GC, Proposed Zoning: M-1

25.a

Legend

PARCELS

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



0 55 110 220
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

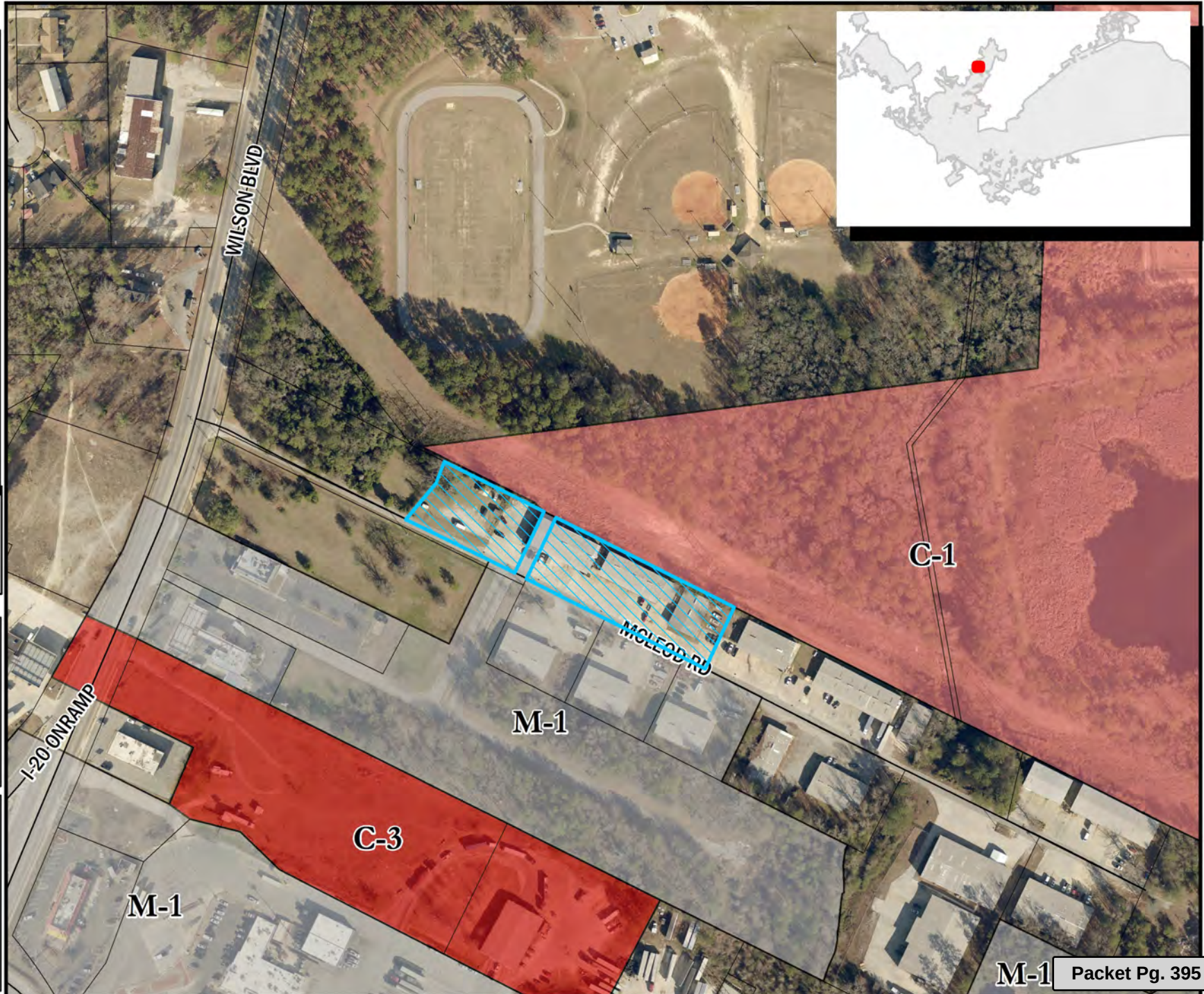
Shane Shaughnessy
August 9, 2019

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We Are Columbia



M-1

Packet Pg. 395

ORDINANCE NO.: 2019-086

*Annexing and Incorporating 113 McLeod Road, 117 McLeod Road, and 121 McLeod Road,
Richland County TMS# 14303-02-36 into the Plan Columbia Land Use Plan Putting the Pieces Together
adopted by Ordinance No.: 2015-014 on February 17, 2015*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.06, contains 1.73 acres, and shall be assigned an interim land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 14303-02-36

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

Requested by:

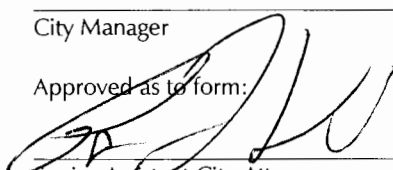
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-086

All that certain piece, parcel, or tract of land, containing 1.80 acres, with any improvements thereon, situate, lying and being on the eastern side of U. S. Highway No. 21, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown as "Parcel B" on a plat prepared for Shealy Vending by Charles D. Meeler, dated July 19, 2007, and recorded herewith in the Office of the Register of Deeds for Richland County in Plat Book 1371 page 220; and having such courses and distances as will appear by reference to said plat. Less and excepting a 25-foot strip designated as N/S McLeod Road, TMS # 14303-02-30 (formerly a portion of TMS#14303-02-01), annexed into the City of Columbia on August 13, 2003 by Ordinance No. 2003-059.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 12, 2019

RE: **Property Address:** 113, 117, and 121 McLeod Road
Richland County TMS#: 14303-02-36
Owner(s): 113 McLeod Road, LLC
Current Use: Commercial (Warehouse/Storage)
Proposed Use: Commercial (Warehouse/Storage)
Current County Land Use: Economic Development Corridor
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 1
Census Tract: 108.06

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

Planning & Development Services staff will see to it that this matter is placed on the **September 9, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

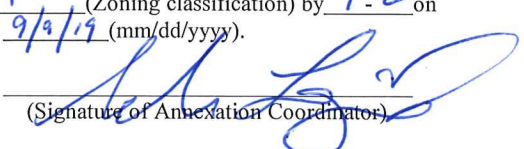
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: EC (Land Use classification) by 7-0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 7-0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

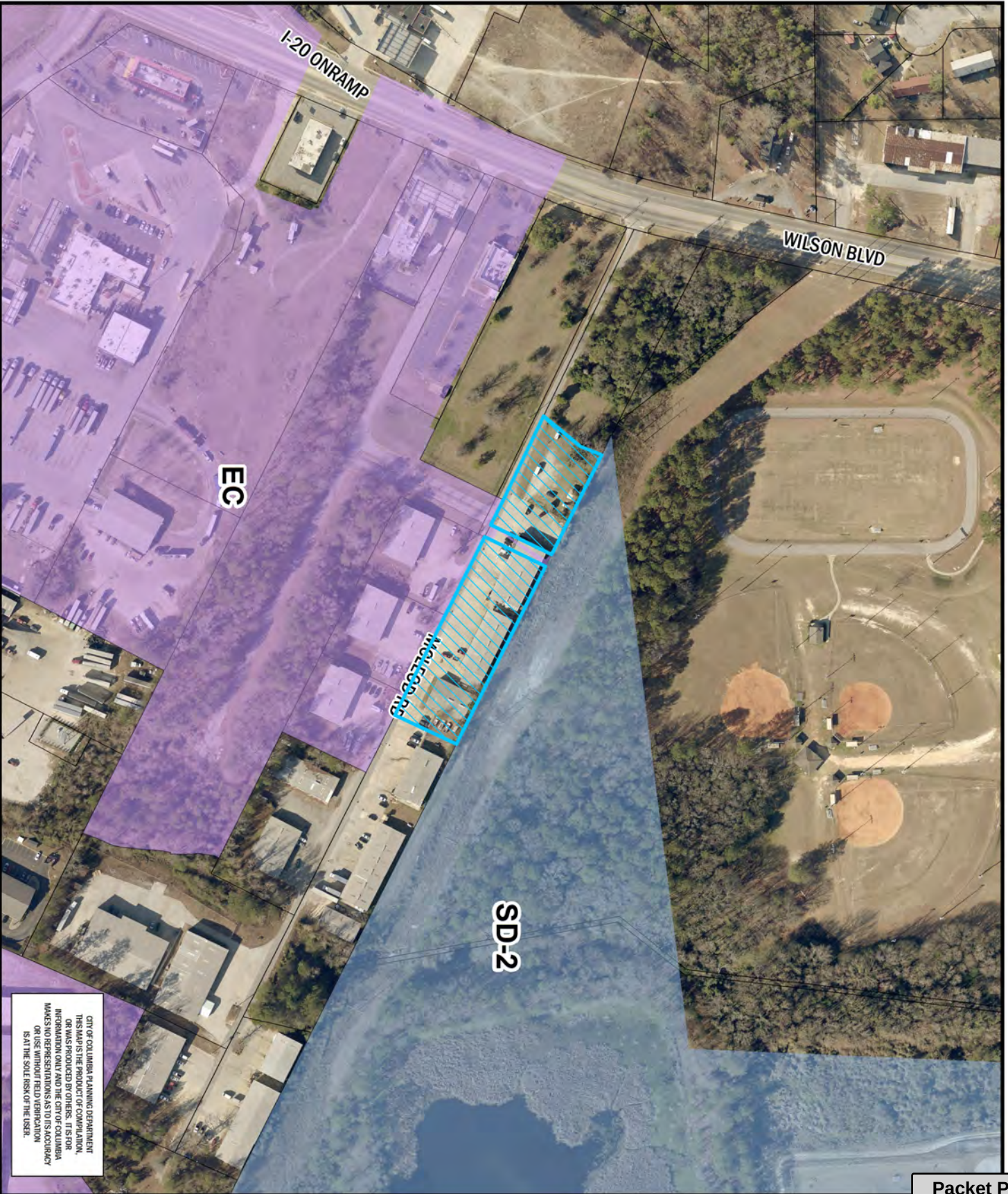
Department of Planning & Development Services

Legend
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
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- SD-2 - Conventional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 9, 2019



113, 117, and 121 McLeod Road, TMS# 14303-02-36;
Current FLU: Economic Development Corridor, Proposed FLU: Employment Campus (1)

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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-1	M-2
RD-2	PUD-C
RG-1A	PUD-L
RG-2	PUD-L-E
RG-3	PUD-L-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 55 110 220 Feet



ORIGINAL PREPARATION/DATE:
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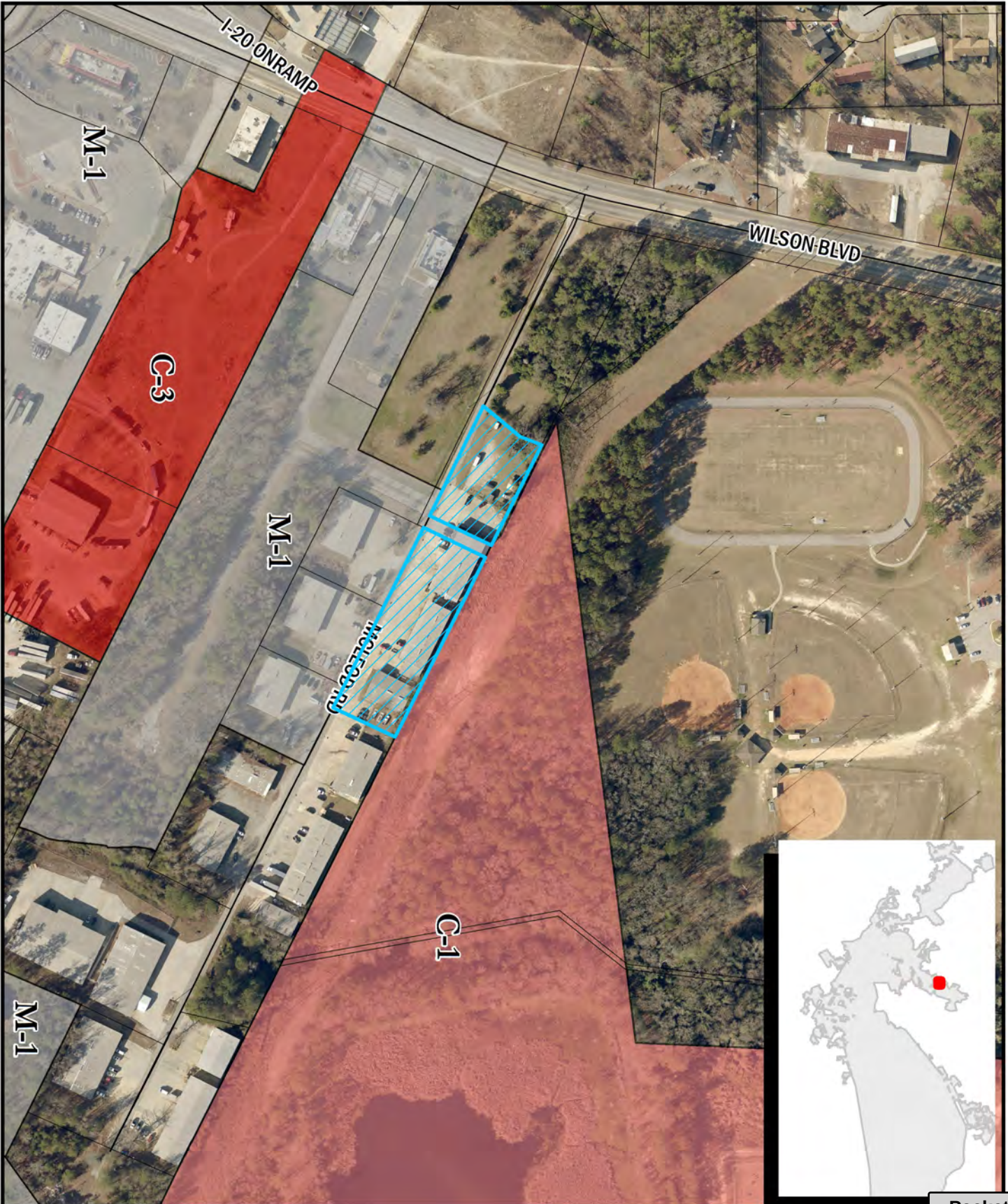
Shane Shlaughnessy
August 9, 2019

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We Are Columbia



113, 117, and 121 McLeod Road, TMS# 14303-02-
Current Zoning: GC, Proposed Zoning: M-1



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

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

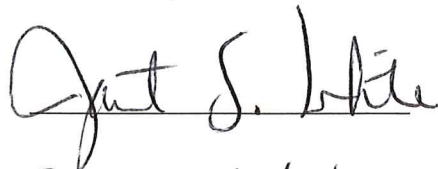
Property Description: All that certain piece, parcel, or tract of land, containing 1.80 acres, with any improvements thereon, situate, lying and being on the eastern side of U. S. Highway No. 21, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown as "Parcel B" on a plat prepared for Shealy Vending by Charles D. Meeler, dated July 19, 2007, and recorded herewith in the Office of the Register of Deeds for Richland County in Plat Book 1371 page 220; and having such courses and distances as will appear by reference to said plat. Less and excepting a 25-foot strip designated as N/S McLeod Road, TMS # 14303-02-30 (formerly a portion of TMS#14303-02-01), annexed into the City of Columbia on August 13, 2003 by Ordinance No. 2003-059.

Richland County TMS: 14303-02-36

Property Addresses: 113, 117, and 121 McLeod Road

113 McLeod Road, LLC

BY:



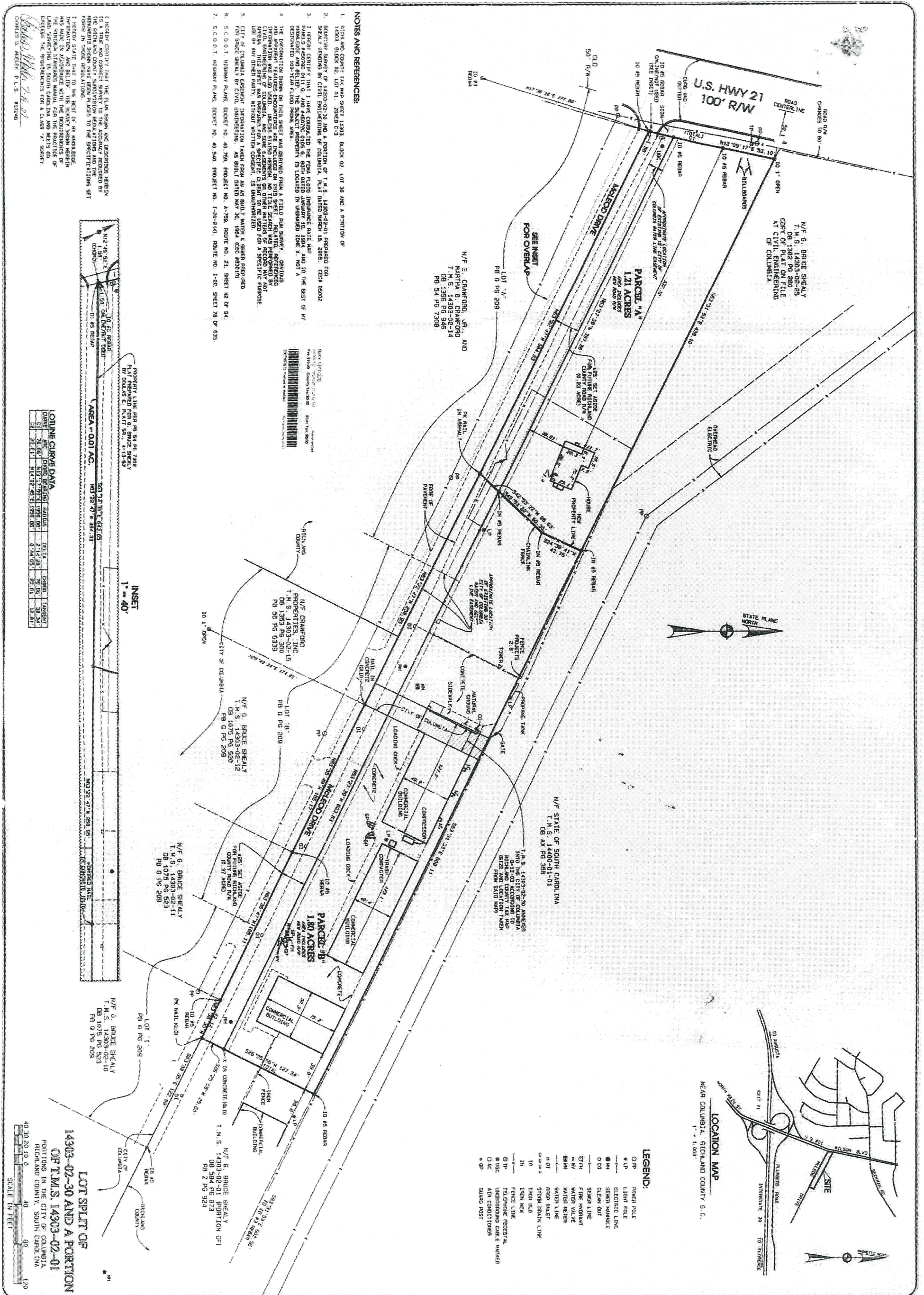
Janet S. White
 (Print or Type Name)

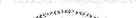
Date:

8/8/19

Its:

Member
 (Print or Type Title)



SCALE 1" = 40'		LOT SPLIT						CIVIL ENGINEERING of COLUMBIA				<table><tr><th colspan="4">REVISION</th></tr><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>				REVISION				NO.	DATE	DESCRIPTION	BY																																				
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NO.	DATE	DESCRIPTION	BY																																																								
DATE JULY 19, 2007		PREPARED FOR SHEALY VENDING COLUMBIA, SOUTH CAROLINA		CONSULTING ENGINEERING, SURVEYING AND PLANNING 3608 FERNANDINA ROAD, COLUMBIA, SOUTH CAROLINA 29210 TELEPHONE (803) 798-2820 FAX (803) 798-2826		ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND PROBABLE CARE WAS USED IN PREPARATION OF THESE DOCUMENTS.		THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PERSON WITHOUT WRITTEN PERMISSION OF CIVIL ENGINEERING OF COLUMBIA, INC. IS STRICTLY PROHIBITED.																																																			
DRAWN N. DELOACH		DESIGNED N/A		JOB NUMBER 05002																																																							
DRAWING NUMBER 1 OF 1		CHECKED BY 																																																									



CITY COUNCIL

December 17, 2019 at 6:00pm

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

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 7347 Garners Ferry Road; TMS# 16409-05-04

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.	
Applicant:	Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC	
Staff Recommendation:	Approval	
PC Recommendation:	12/02/2019; Approval (7-0)	
Annexation, 1 st Reading:	12/17/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	01/07/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/21/20: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/04/20: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/21/20: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/04/20: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.57 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Neighborhood (Medium Density)

Proposed Interim City Land Use: Community Activity Corridor (AC-2)

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial District (C-3)

Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed drive-through restaurant is approximately **\$7,000 annually** based on last year's calls for service at similar properties nearby within the City of Columbia.

Fire

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

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

Engineering

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

Water Customer Care

Water and sewer service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

Planning & Development Services

We recommend annexation of this property, a single-parcel donut hole surrounded by the City. The property contains a vacant commercial building proposed as a drive-through restaurant; based upon similar nearby properties, **the estimated annual real estate tax revenue generated would be approximately \$6,700.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x 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 (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed interim future land use for the subject property is Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

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 3-5 mile drive and typically consist of a variety of commercial and service uses.

Primary Types

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

Secondary Types

- Multi-family Small and Medium

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

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

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

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Community Activity Corridor (AC-2) at the time of annexation.

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



Future Land Use Map

7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: AC-2

26.a

Department of Planning &
Development Services

Legend



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



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Feet

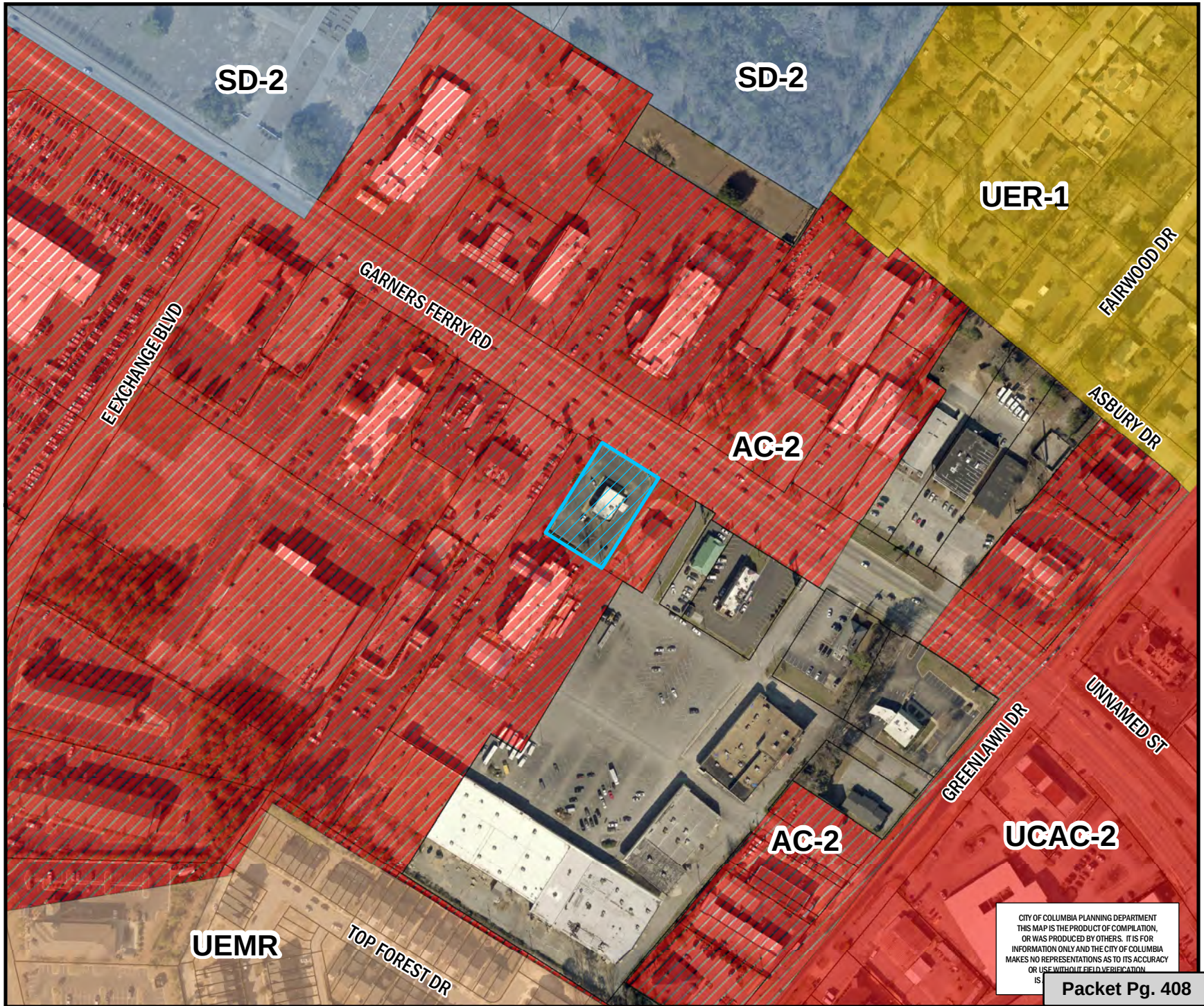
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
November 11, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 408

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

7347 Garners Ferry Road, TMS# 16409-05-0000 26.a
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Legend

PARCELS

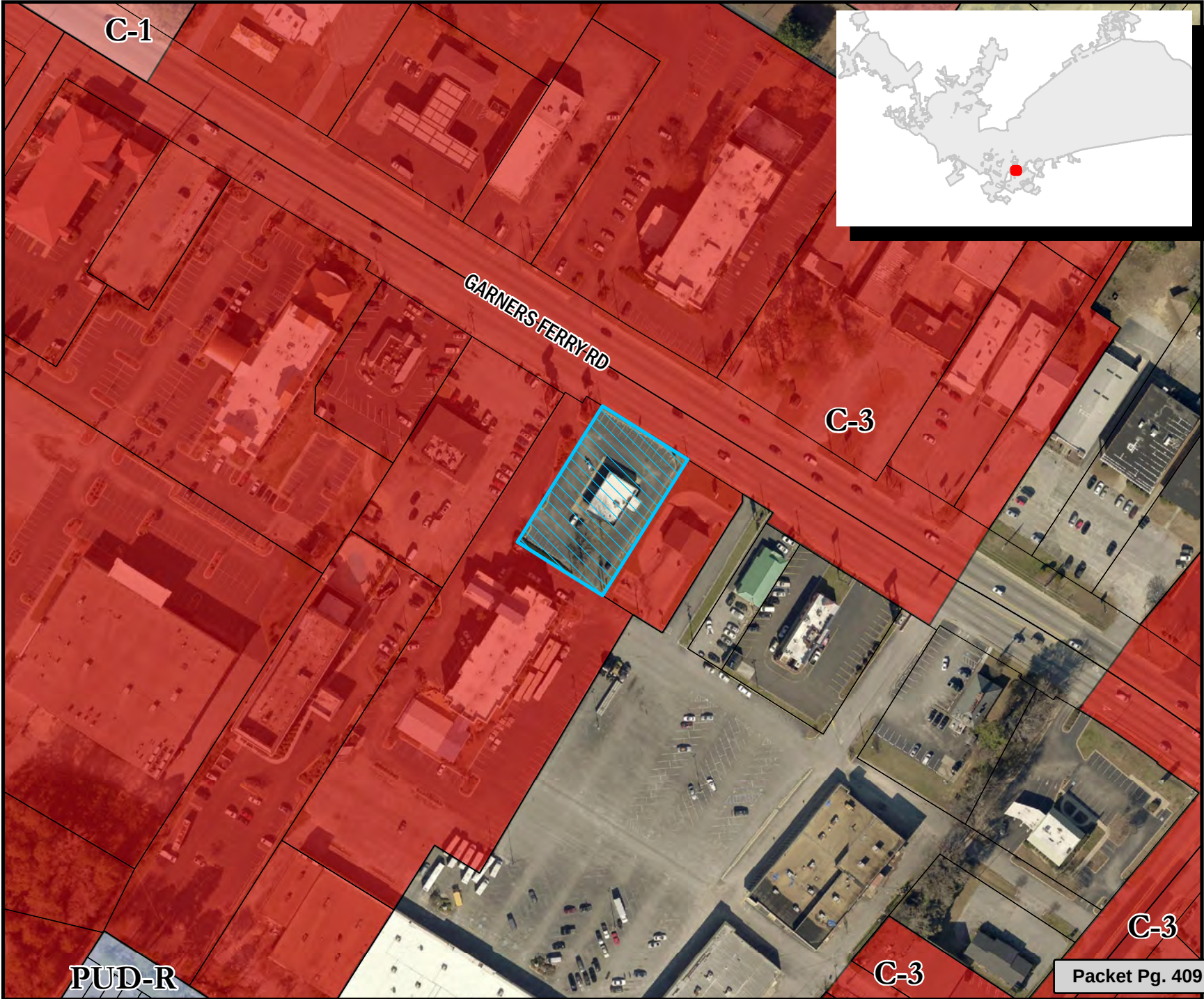
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 35 70 140 Feet

ORIGINAL PREPARATION/DATE:
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Shane Shaughnessy
November 11, 2019

DISCLAIMER:
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ORDINANCE NO.: 2019-108

Annexing 7347 Garners Ferry Road, Richland County TMS#16409-05-04

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.05, contains 1.69 acres, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16409-05-04

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 11/26/2019
19003835

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-108

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being on the Southwestern side of U.S. Highway 76 and 378, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Larry C. McClure by Cox and Dinkins, Inc. dated November 15, 2000 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 473 Page 506, the plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: November 12, 2019
 RE: **Property Address:** 7347 Garners Ferry Road
Richland County TMS#: 16409-05-04
Owner(s): Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 116.07

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

Planning & Development Services staff will see to it that this matter is placed on the **December 2, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

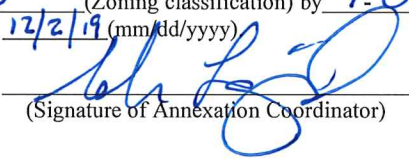
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 7-0 on 12/2/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 12/2/19 (mm/dd/yyyy)

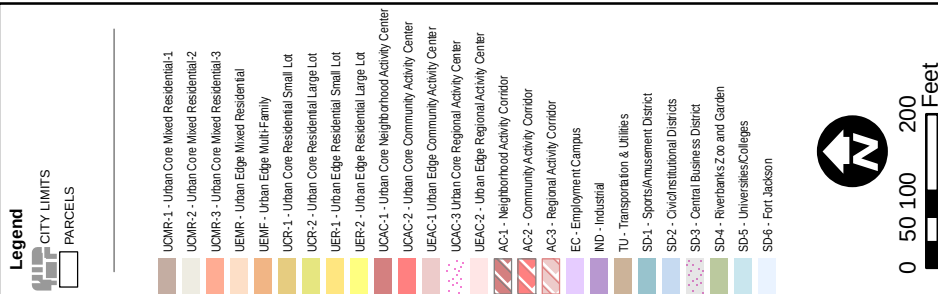

 (Signature of Annexation Coordinator)



Future Land Use Map

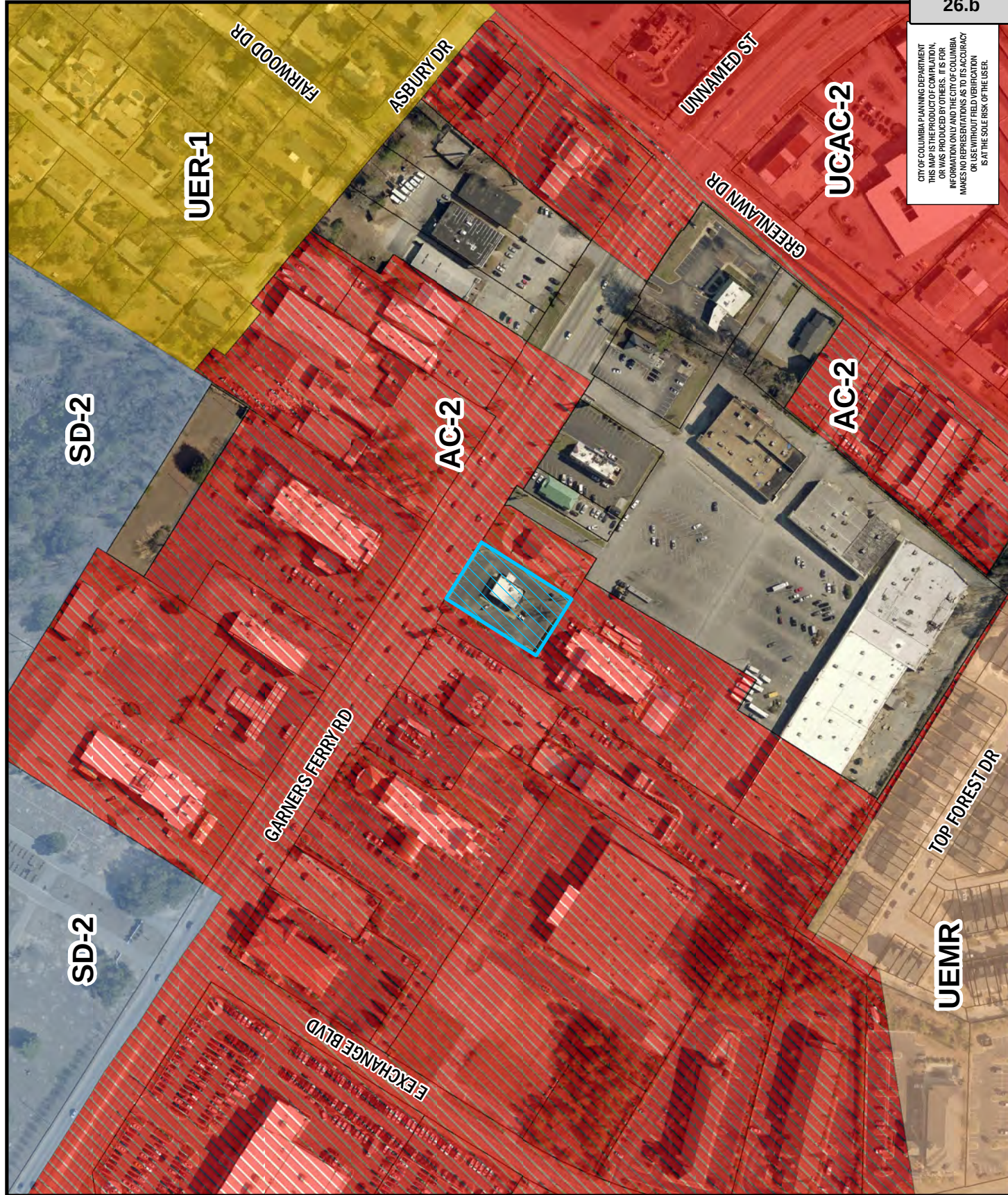
7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: AC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 11, 2019

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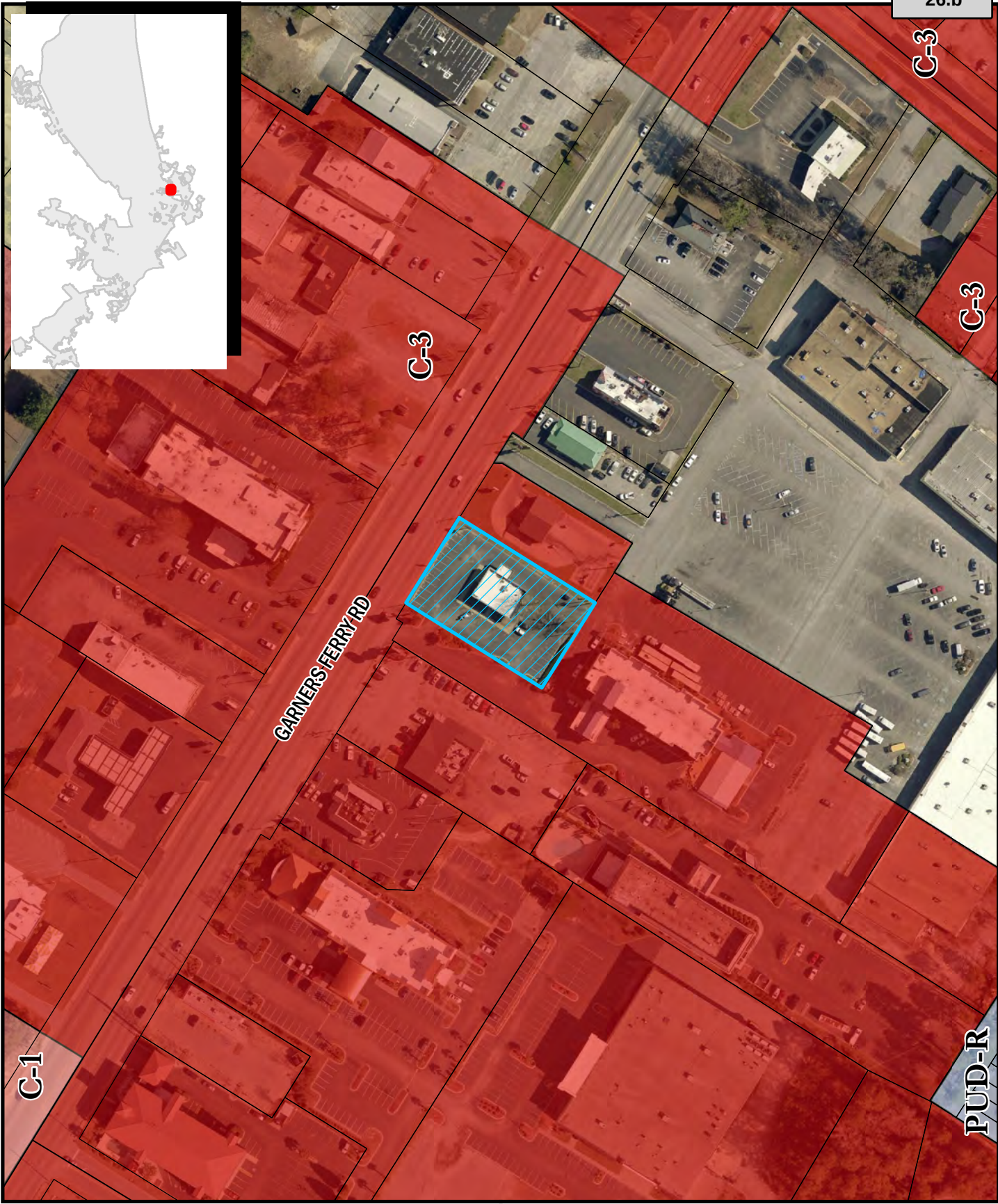
26.b

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Zoning Map

Department of Planning & Development Services

7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3



Legend

PARCELS

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

0 35 70 140 Feet

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November 11, 2019

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Packet Pg. 415

We Are Columbia

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

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

Property Description: All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being on the Southwestern side of U.S. Highway 76 and 378, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Larry C. McClure by Cox and Dinkins, Inc. dated November 15, 2000 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 473 Page 506, the plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 16409-05-04

Property Address: 7347 Garners Ferry Road

Seller:

Carolina Sales, Inc. of Columbia, SC

BY: Larry C. McClure
 (Signature)

Date: 11-11-2019

Larry C. McClure
 (Print or Type Name)

ITS: President
 (Print or Type Title)

Buyer:

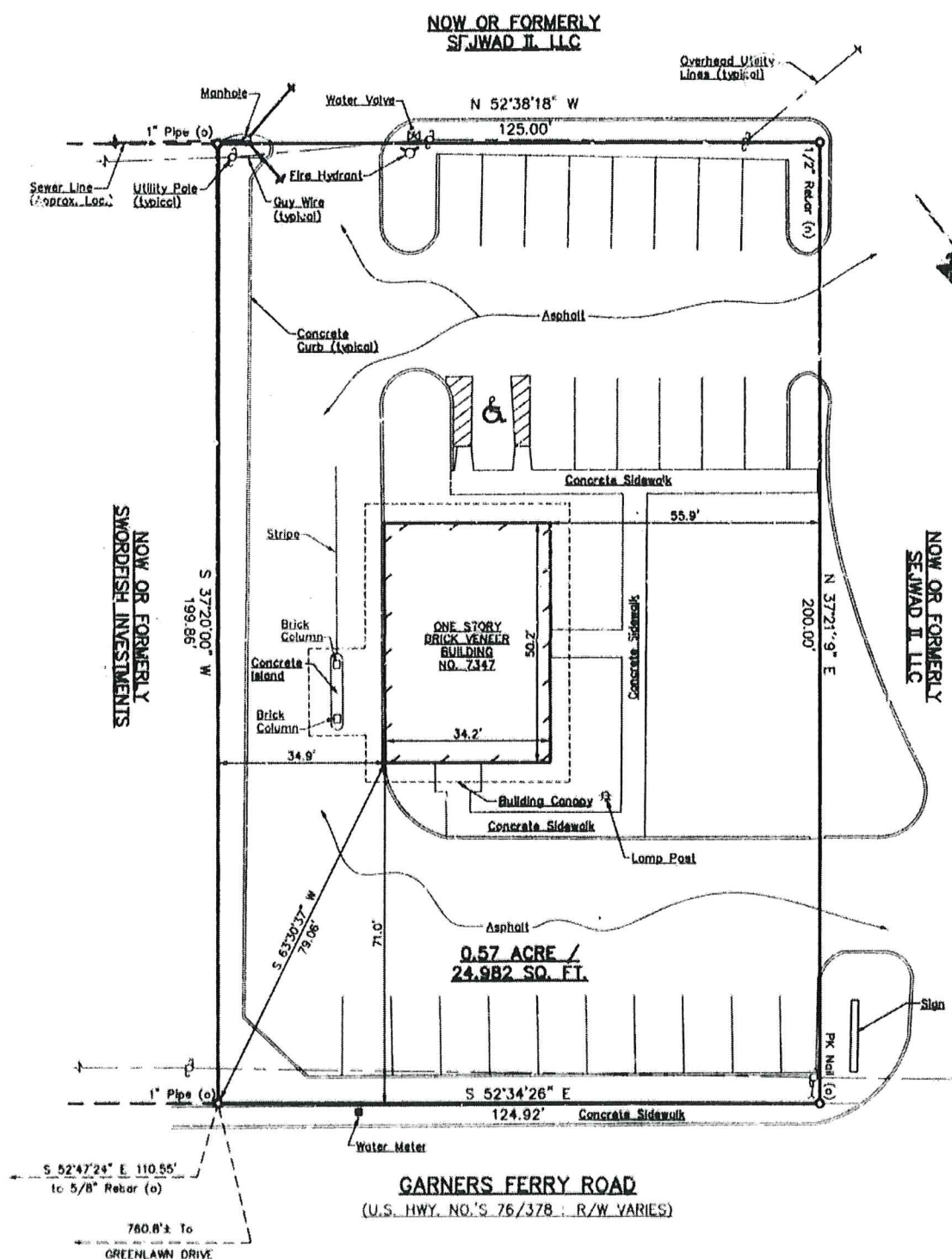
7347 Garners Ferry Road, LLC

BY: [Signature]
 (Signature)

Date: 11/11/19

Frank Cason
 (Print or Type Name)

ITS: Member
 (Print or Type Title)



Book 00473-0506

Fee \$10.00 County Tax \$0.00 State Tax \$0.00

Plat Oversized



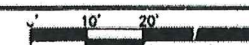
REFERENCES:

- 1) PLAT PREPARED FOR PILSNER HOLDING CORPORATION, BY WILLIAM WINGFIELD, DATED OCTOBER 12, 1980, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "Y", PAGE 8931.
- 2) PLAT OF PROPERTY SURVEYED FOR SWORDFISH INVESTMENTS, LLC, BY A & S OF COLUMBIA, INC., DATED NOVEMBER 3, 1996, REVISED MARCH 3, 1998, AND RECORDED IN PLAT BOOK NO. 58, PAGE 6862.
- 3) RICHLAND COUNTY DEED BOOK NO. 556, PAGE 718.

PLAT PREPARED FOR
LARRY C. McCLURE
RICHLAND COUNTY, NEAR COLUMBIA, S.C.

DATE:
NOVEMBER 15, 2000

Scale: 1" = 20'



COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street; Columbia, South Carolina - 29205
(803) 254-0518

Project No. _____

Sheet No. _____ of _____

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REGISTERED LAND SURVEYOR &
PROF. ENGINEER NO. 4084

Packet Pg. 417

ORDINANCE NO.: 2019-094

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 0.61 acre (26,616.77 square feet) of 1201 Summit Parkway, Richland County TMS #20314-01-02, known as the former Genstar Water Tank Site to Brookland Baptist Church

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, a deed and any other documents necessary and approved by the City Attorney to consummate the transfer of a 0.61 acre (26,616.77 square feet) portion of 1201 Summit Parkway, Richland County TMS # 20314-01-02, known as the former Genstar Water Tank Site (WM4136), to Brookland Baptist Church for the sum of Thirty Thousand and No/100 (\$30,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AGREEMENT FOR SALE

Agreement made this _____ day of _____, 2019 by and between BROOKLAND BAPTIST CHURCH (Buyer) and the CITY OF COLUMBIA, (Seller) for the property described herein within the City of Columbia.

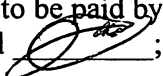
Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell former Genstar Water Tank Site being 0.61 acres or 26,616.77 square feet in the Summit Subdivision near the town of Blythewood in Richland County, South Carolina, located at 1201 Summit Parkway, Columbia, SC 29229 and further identified as Richland County TMS #20314-01-02. A survey of the property is being incorporated herein and made a part hereof as Exhibit "A"; Area being sold is further shown and identified as Parcel "B" on said Exhibit.
2. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
3. **PRICE.** The purchase price is Thirty Thousand and No/100s (\$30,000.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller the sum of Three Thousand and No/100s (\$3,000.00) Dollars as earnest money;
 - b. Upon delivery of the deed, Buyer shall pay to Seller the balance of Twenty-Seven Thousand and No/100s (\$27,000.00) Dollars in a form designated by Seller.
4. **CLOSING COSTS.** Seller shall pay for deed preparation. All other closing costs, prepaid items, or expenses of the sale will be borne by the Buyer.
5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to and subject to the following conditions and restrictions. The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat or utilities located by an inspection of the property; also, any state of facts that an accurate survey would show.

6. **CONDITION OF PROPERTY.** The Property is being sold and conveyed on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS AND DEFECTS" basis as it exists on the last day of the Inspection Period, ordinary wear and tear excepted, without representation, warranty, or covenant, express, implied or statutory of any kind or nature whatsoever, including without limitation, representation, warranty or covenant as to condition (structural, environmental, mechanical, or otherwise), past or present use, construction, development, lease performance, investment potential, tax ramifications or consequences, income, compliance with law, habitability, tenancies, merchantability or fitness or suitability for any purpose, all of which are hereby expressly disclaimed except as expressly stated herein. The provisions of this paragraph shall survive Closing or termination of this Agreement.

The Buyer shall, in the Buyer's sole discretion and expense, inspect the property or have the property inspected by professionals selected by the Buyer to ascertain the condition of the property within an inspection period of thirty (30) days after the signing of this Agreement. The Buyer shall, in the Buyer's sole discretion and expense, obtain any and all soil reports, environmental tests, and water testing conducted on the property by the Buyer. The Seller hereby grants permission to the Buyer and/or its agents to enter on the property to conduct any inspections, soil reports, environmental tests, and water testing during the Inspection Period and up to thirty (30) days thereafter. Any damages caused by the Buyer or its agents shall be promptly repaired and restored by the Buyer. The results of any such tests and investigations must be satisfactory to the Buyer for continuing with this Agreement.

The Buyer shall have the title to the property examined to determine that title is marketable and that there are no liens, restrictions or encumbrances, other than stated herein, affecting the title which are objectionable.

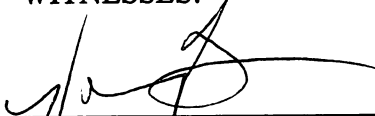
7. **CONDITIONS OF SALE.** Seller and Buyer acknowledge the existence of structural improvements on site at time of execution of this Agreement. Seller agrees to demolish all existing structural improvements, remove all resulting debris and return site to a vacant lot prior to closing and at no cost and/or expense of Buyer. Said existing improvements include out of service Genstar Water Tank and all associated equipment and peripheral structures, including any asphalt or concrete paving.
8. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action that would result in a real estate commission being due on behalf of the Buyer or to be paid by the Seller.
 (Buyer initial ; Seller initial _____)

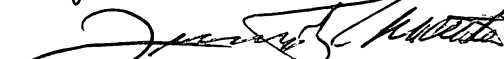
9. SELLER'S DEFAULT. If the Seller shall be unable to convey title in accordance with the terms of this Agreement, the sole obligation of the Seller shall be to refund the Buyer's earnest money paid hereunder. Upon the making of such refund, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement. Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the property marketable. The Buyer may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.
10. BUYER'S DEFAULT. If the Buyer shall default under this Agreement, the Seller shall have the option of suing for damages or specific performance, or of terminating this Agreement. If the Buyer elects to terminate this Agreement, the earnest money deposit may be retained by Seller as liquidated damages. These remedies are in addition to, and not in place of, all remedies available to the Seller at law or in equity.
11. CLOSING. The closing shall take place on or before TBD. At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions hereof and the earnest money shall be applied to the purchase price. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at 1817 Hampton Street, Columbia, SC 29202
(Starkes Law Firm)
12. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
13. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement. The Buyer shall not have the right to assign this Agreement.
14. DEFINITION. If two or more people constitute the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if written "Sellers" or "Buyers" whenever the sense of this Agreement so requires.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:


(As to buyer)


(As to Buyer)

BROOKLAND BAPTIST CHURCH (BUYER)

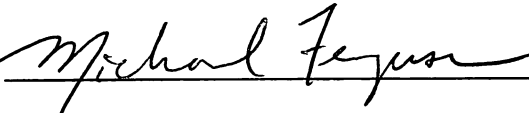
By: 

Name: Dr. Charles B. Jackson, Sr.

Title: Senior Pastor


(As to Buyer)


(As to Buyer)

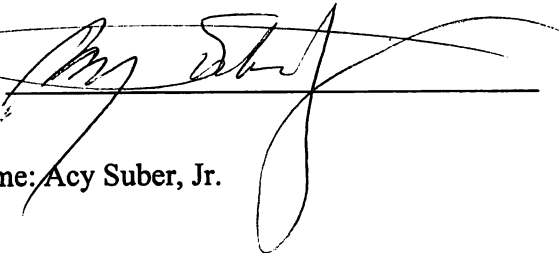
By: 

Name: Michael Ferguson

Title: Chairman of Trustees


(As to Buyer)


(As to Buyer)

By: 

Name: Acy Suber, Jr.

Title: Chairman of Deacons

WITNESSES:

(As to Seller)

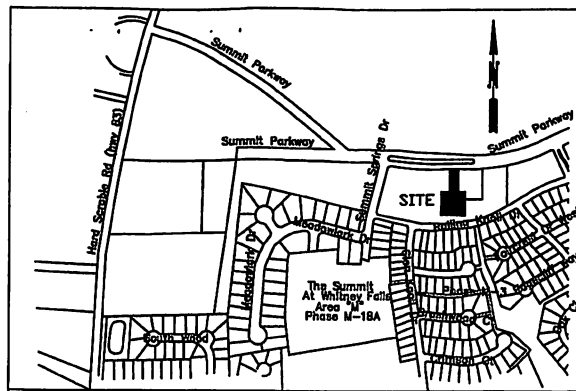
(As to Seller)

CITY OF COLUMBIA (SELLER)

By: _____

Name: Teresa B. Wilson

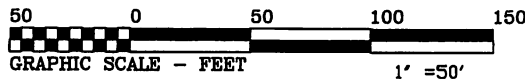
Title: City Manager

VICINITY MAP
NTS

SUBDIVISION AND COMBINATION PLAT OF CITY OF COLUMBIA OLD GENSTAR TANK SITE

TMS 20314-01-02

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA



REFERENCE PLATS:

1. RICHLAND CO. TMS SHEET # 20314-01-02
2. GLEN MEADOW VILLAGE AREA 'M' PHASE 'M-1' 'M-2' & 'M-3' THE SUMMIT BY B.P. BARBER & ASSOC'S DATED MARCH 18, 1996.
3. PLAT PREPARED FOR THE CITY OF COLUMBIA BY LEON CAMPBELL & ASSOC. INC. DATED JUNE 2, 1988. CF# G-48.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509

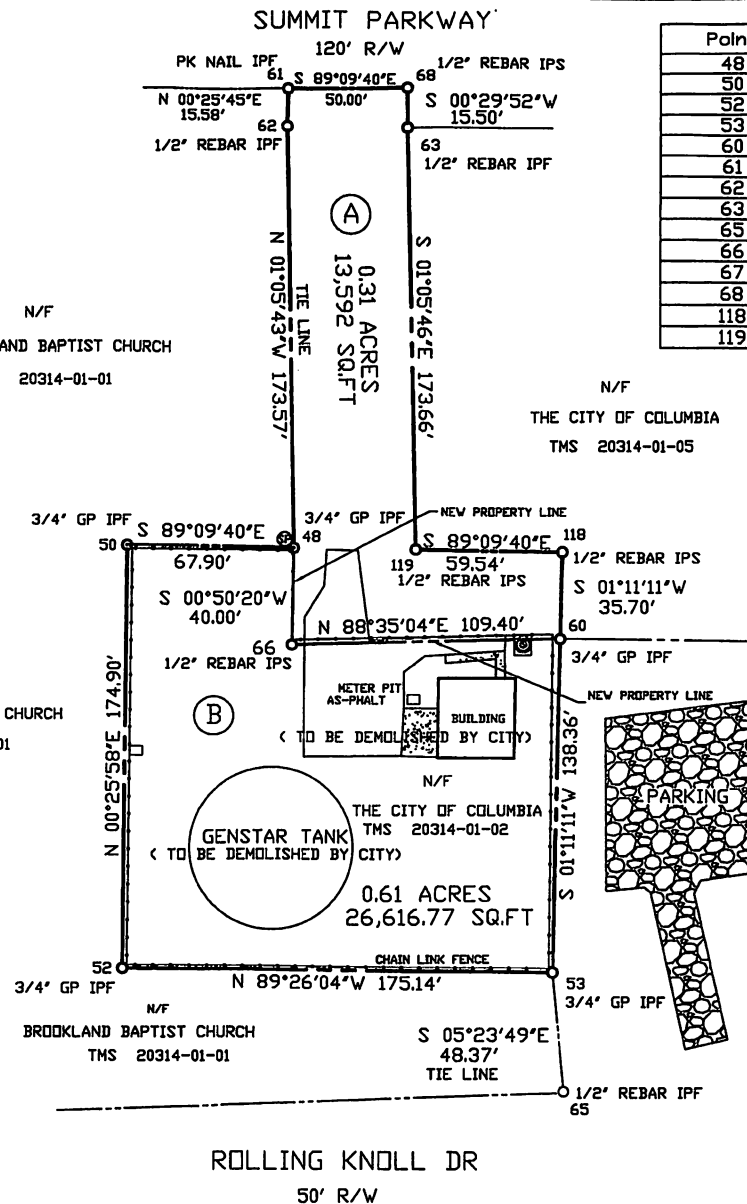
DATE: AUGUST 12, 2019

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS, NO. 45079C065 G DATED JANUARY 19, 1994.



N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01

N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01



Point	Northing	Easting
48	845317.27	2029171.93
50	845318.27	2029104.03
52	845143.37	2029102.71
53	845141.64	2029277.85
60	845279.98	2029280.71
61	845506.40	2029168.73
62	845490.81	2029168.61
63	845490.17	2029218.59
65	845093.49	2029282.40
66	845277.28	2029171.34
67	845276.53	2029280.64
68	845505.67	2029218.72
118	845315.67	2029281.45
119	845316.54	2029221.91

LEGEND

- ⊙ TELEPHONE MH
- ⊙ ELECTRIC MH
- ⊙ GAS VALVE
- WM - PIT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CATCH BASIN
- ⊙ STORM DRAIN MANHOLE
- ⊙ LIGHT POLE
- ⊙ SERVICE POLE
- ⊙ GUY POLE
- ⊙ POWER POLE
- PH PED
- ⊙ WATER VALVE
- ⊙ STORM DRAIN CONC TOP
- ⊙ FIRE HYDRANT

GAS LINE
SEWER LINE
WATER LINE
OVER HEAD ELECTRIC

PARCEL "A" TO BE COMBINED WITH TMS 20314-01-05
N/F CITY OF COLUMBIA
PARCEL "B" TO BE COMBINED WITH TMS 20314-01-01
N/F BROOKLAND BAPTIST CHURCH

DEPARTMENT OF
DEPARTMENT OF ENGINEERING

1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA
A Capital Place To Be



WM 4136

CF# 250-249 B

EXHIBIT
A

RESOLUTION NO.: R-2019-101

Authorizing consumption of beer and wine only at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 21, 2020 with a rain contingency of Sunday, March 22, 2020

WHEREAS, the Five Points Association is sponsoring the "St. Pat's in Five Points Festival" to raise funds for charity, beautification and revitalization of the Five Points area on Saturday, March 21, 2020, with inclement weather contingencies to include Saturday night and Sunday, March 22, 2020; and,

WHEREAS, the Association has requested the temporary closing and use of the 2100 block of Greene Street from 3:00 p.m. Friday, March 21, 2020 until 9:00 p.m. Saturday, March 21, 2020; the 600 block of Harden Street, from 8:00 a.m. Friday, March 15, 2020 until 9:00 p.m. Saturday, March 21, 2020; that Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Saluda Avenue and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and College Street, Santee Avenue from Blossom Street to Heidt Street, College Street from the railroad tracks to Pine Street on Friday, March 15, 2020 from 2:00 a.m. until 9:00 p.m. Saturday, March 21, 2020, for preparation and staging of the area for an outdoor event to be held on Saturday, March 21, 2020 between 7:30 a.m. and 7:00 p.m., and for patrons to consume beer and wine at the event during the hours of 9:00 a.m. and 6:30 p.m.; and,

WHEREAS, the Association has requested permission to conduct sidewalk sales as part of the celebration; and,

WHEREAS, the Association has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Five Points Association and merchants to Conduct Street and Sidewalk Sales for St. Pat's in Five Points Festival" so that the rules may be posted at all entrances into the event area; and,

WHEREAS, it has been determined that such an event would be in the best public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that along Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Saluda Avenue and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and College Street, Santee Avenue from Blossom Street to Heidt Street, College Street from the railroad tracks to Pine Street the merchants in Five Points are authorized to operate sale booths for items normally sold in their course of business on the sidewalks immediately in front of their places of business between the hours of 9:00 a.m. and 7:00 p.m., and that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 6:30 p.m. on Saturday, March 21, 2020, (and in the event of inclement weather, from 1:00 p.m. to 6:00 p.m. Sunday, March 22, 2020); and,

BE IT FURTHER RESOLVED that the City Manager and Parks and Recreation Director are hereby authorized to sign the attached "Park Rules for the Five Points Association and merchants of Conduct Street and Sidewalk Sales for St. Pat's in Five Points Festival" and that the rules shall be posted at all entrances into the event area; and

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall

place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that street sales of arts and crafts items (to be defined as items which are in whole or in part handmade and not items purchased for resale) and food and beverage items and game booths be permitted and that the Association be authorized to determine and allocate available space to vendors and to charge reasonable fees to cover its costs in promoting and operating the festival. The Association may limit the number of vendors based on the space available. The Five Points Association sponsored beer sales are authorized between 9:00 a.m. and 6:30 p.m. on Saturday, March 21, 2020. The Five Points Association sponsored food sales will stop at 7:00 p.m. on Saturday, March 21, 2020. In the event of inclement weather on Saturday, March 21, 2020, beer sales shall be extended through 9:30 p.m. and food sales shall be extended through 10:00 p.m. The Association shall prescribe the required application form and appropriate deadline for receiving application; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and the Association shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area designated on the attached map. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, are prohibited. Pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or breakable cups, and backpacks shall be prohibited in the festival area as designated on the attached map; and,

BE IT FURTHER RESOLVED that during the designated time the area shown on the attached map is designated to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 1998 Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the area designated on the attached map is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages as set forth in Sec. 14-99 shall not apply, however, possession and consumption of alcoholic beverages shall be permitted only in containers provided by the Five Points Association within the area designated.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 21, 2020, the Festival's hours of operation will be extended until 10:00 p.m. Furthermore, depending on the amount of rain during the event Saturday March 22, 2020, and in the sole judgment of the Five Points Association, its Board of Directors and the St. Pat's in Five Points Committee, the event will also be extended to include Sunday, March 22, 2020, between the hours of 1:00 p.m. and 6:00 p.m.; and,

BE IT FURTHER RESOLVED that in the event of inclement weather the event is extended to include Sunday, March 22, 2020, beer sales shall be authorized between the hours of 1:00 p.m. and 5:30 p.m. and food sales shall be authorized between the hours of 1:00 p.m. and 6:00 p.m. on Sunday, March 22, 2020; and,

PROVIDED, FURTHER, the street and sidewalk sale shall be allowed during either of these dates and hours of operation as listed above.

PROVIDED, FURTHER, that in the event that it does not rain, Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Saluda Avenue and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and College Street, Santee Avenue from Blossom Street to Heidt Street, College Street from the railroad tracks to Pine Street shall be closed between the hours of 8:00 a.m. and 11:00 p.m. Saturday, March 21, 2020. In the event of inclement weather, the streets shall be closed through 3:00 a.m. Sunday March 18, 2020.

PROVIDED, FURTHER, in the event of inclement weather on Saturday, March 21, 2020, Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Saluda Avenue and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and College Street, Santee Avenue from Blossom Street to Heidt Street, College Street from the railroad tracks to Pine Street shall be closed to through traffic, and parking by non-residents shall be prohibited, Sunday, March 22, 2020, between the hours of 12:01 a.m. and 8:00 p.m.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that sidewalks shall not be obstructed for pedestrian traffic in violation of Sec. 22-72, 1998 Code of Ordinances of the City of Columbia, South Carolina, and that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina, and that no vendor locations be allowed on any street not closed by the Mayor and Council during the period of celebration.

Requested by:

Assistant City Manager Shealy

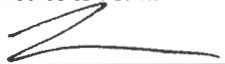
Mayor

Approved By:

City Manager

Approved as to Form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**Park Rules for the Five Points Association to Conduct Street and Sidewalk Sales for
St. Pat's in Five Points Festival 2020
(R-2019-101)**

WHEREAS, Columbia City Council adopted Resolution R-2019-101 on _____, 2019, allowing the Five Points Association to Conduct Street and Sidewalk Sales for "St. Pat's In Five Points Festival" to be held on Saturday, March 21, 2020 with inclement weather contingencies for Sunday, March 22, 2020, in the Five Points area bounded by Gervais, Blossom, Heidt, and Lauren Streets; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2018-112, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by Resolution R-2016-084 for the Five Points Association to Conduct Street and Sidewalk Sales for "St. Pat's In Five Points Festival"; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2018-112; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Five Points Association to Conduct Street and Sidewalk Sales for "St. Pat's In Five Points Festival" and shall apply within the area designated as a public park:

1. There shall be no re-entry into the designated park area without repayment of an admission fee.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.

Violation of these rules may result in criminal prosecution.

The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
Randy Davis
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 20__.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

DATE OF REQUEST

10/25/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Five Points Association
Kelsey Desender, Executive Director
kelsey@fivepointscolumbia.com
803.748.7373

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

38th Annual St. Pat's in Five Points - Community Event/Fundraiser

DATE(S) OF EVENTS: (monthly can be on one request)

Saturday, March 21, 2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

10pm on 21st / all day 22nd

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Five Points District

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)Blossom Street (Pickens to Heidt); Greene Street (Laurens to Heidt);
Devine Street (Saluda to Millwood - parade + race);
Saluda Avenue (Greene to Blossom); Harden Street (Blossom to College);
Santee Avenue (Blossom to Heidt); College Street (from railroad tracks to Pine)

Surrounding neighborhoods for parking considerations

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

2100 block of Greene Street - Bag meters 3pm Friday, March 20, 2020
2000 block of College Street - 8am Friday, March 20, 2020
600 block of Harden Street - 5pm Friday, March 20, 2020

All other roads/streets - 2am Saturday, March 21, 2020

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7:30am - 7:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9:00am - 6:30pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

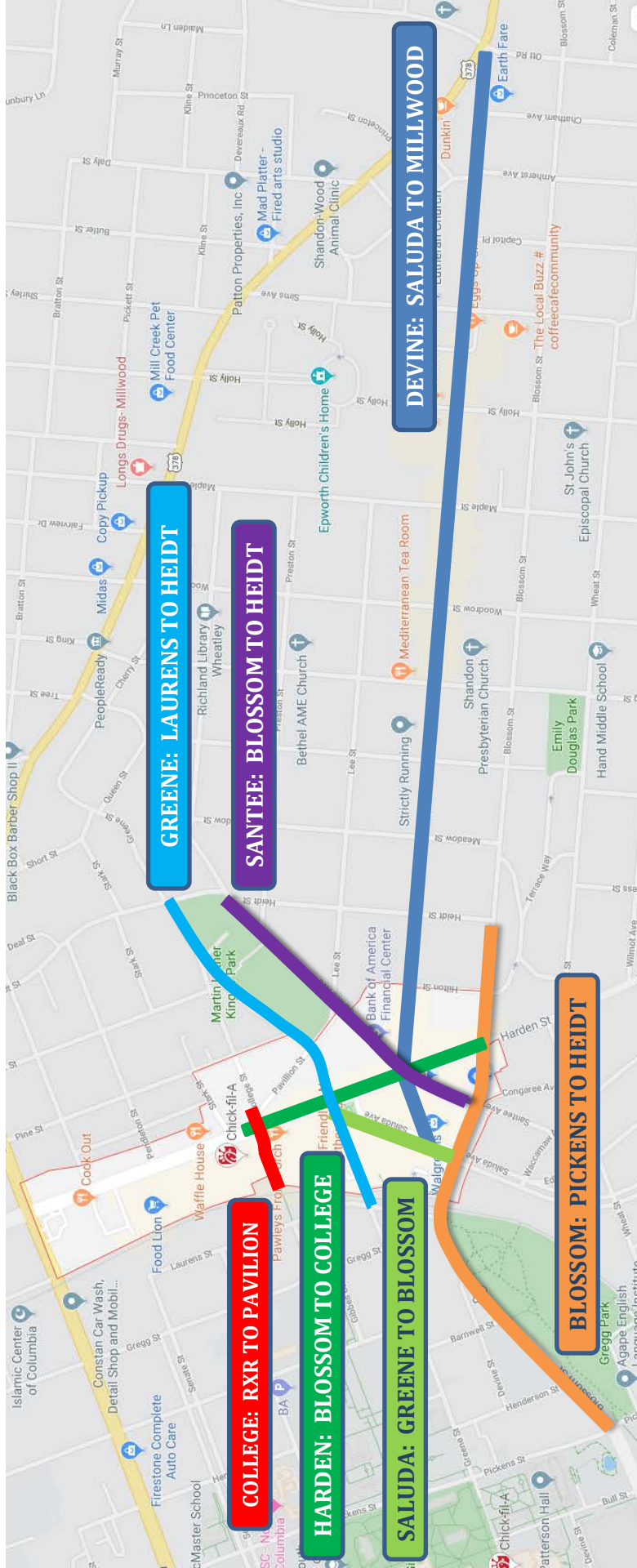
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

St. Pat's in Five Points 2020 Street Closures



Packet Pg. 429	Friday, March 20 th	8am 3pm 5pm	2100 Block of Greene St. 2000 Block of College St. Bag Meters 600 Block of Harden St. All other roads/streets	28.a
	Saturday, March 21 st	2am		

Friday, March 20, 2020

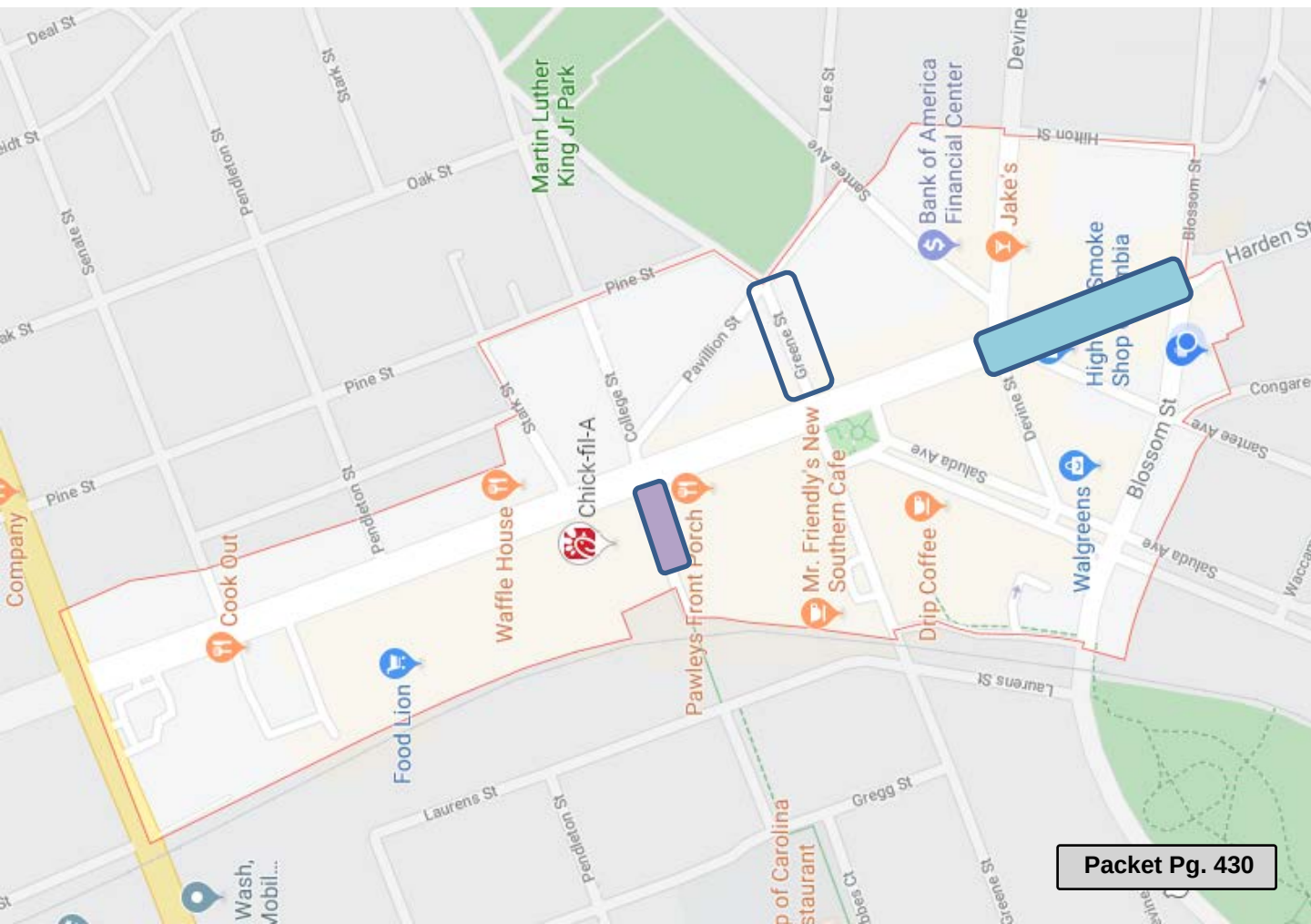
Friday, 3pm – Bag Meters
2000 Block of College St.



Friday, 8am
2100 Block of Greene St.



Friday, 5pm
600 Block of Harden





CITY COUNCIL

December 17, 2019 at 6:00pm

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

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Core Community Activity Center (UCAC-2)
 Proposed Land Use: Urban Core Community Activity Center (UCAC-2)
 Current Interim Zoning: General Commercial District in a Flood Protective Area (C-3, -FP)
 Proposed Zoning: General Commercial District in a Flood Protective Area (C-3, -FP)
 Census Tract: 26.04

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three- to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

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

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

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

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

The subject property is located within the study area of the *Devine Street / Fort Jackson Boulevard Commercial Node Plan* (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which "is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents" (pg. 11). The plan further notes that "development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences" (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that "the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway" (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The property has been assigned an interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to affirm the assignment of the Urban Core Community Activity Center (UCAC-2) land use classification for the property.



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-03-
Interim FLU: UCAC-2, Proposed FLU: UCAC-2

32.a

Department of Planning &
Development Services

Legend



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



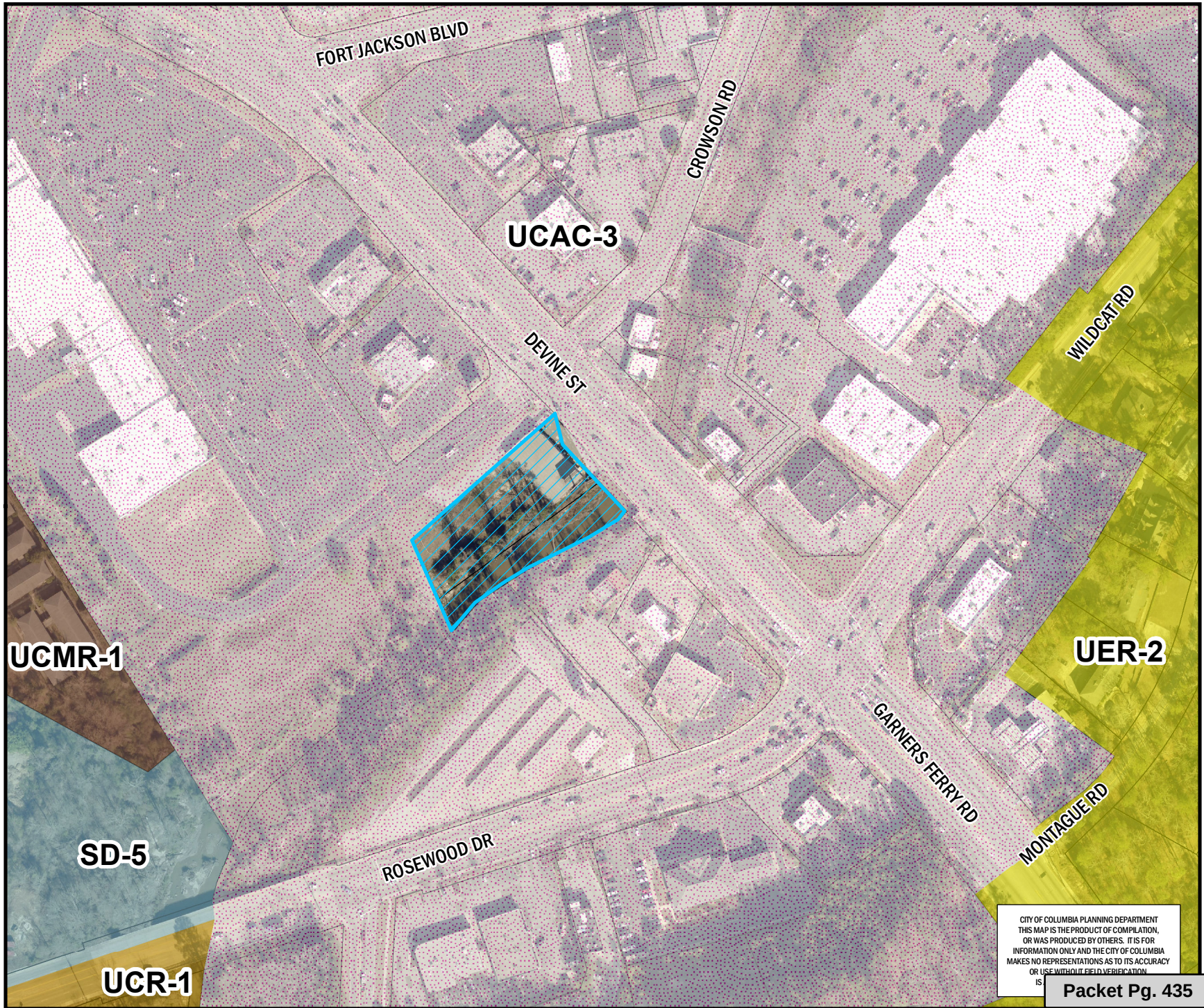
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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Packet Pg. 435

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 13810 32.a
Interim Zoning: C-3, -FP, Proposed Zoning: C-3, -FP

Legend

PARCELS

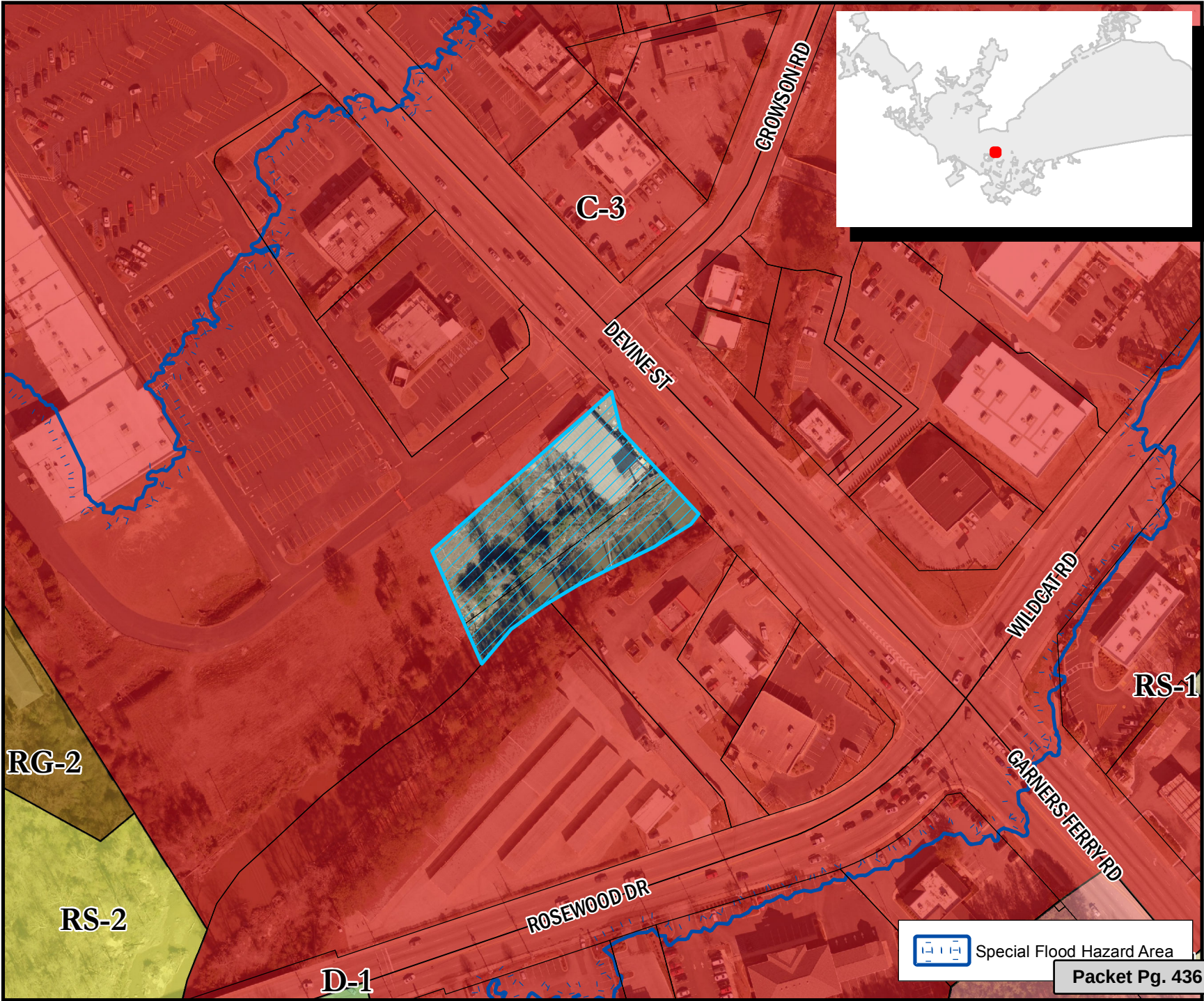
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RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019

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Special Flood Hazard Area

Packet Pg. 436

ORDINANCE NO.: 2019-089

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4624 Devine Street, 4628 Devine Street and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed by Ordinance No.: 2019-076 enacted October 15, 2019

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

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

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

WHEREAS, 4624, 4628, and 4830 Devine Street; Richland County TMS# 13810-03-07, filed for petition on August 21, 2019, and shall be assigned the designated future land use classification of Urban Core Community Activity Center (UCAC-2), and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 4624 Devine Street, 4628 Devine Street, and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed into the City of Columbia by Ordinance No.: 2019-076 enacted on October 15, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 26.04, contains 0.77 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

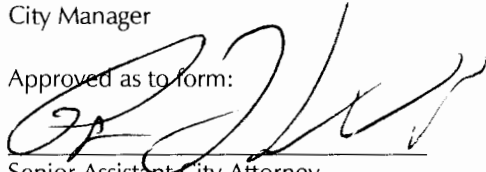
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-32.b
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



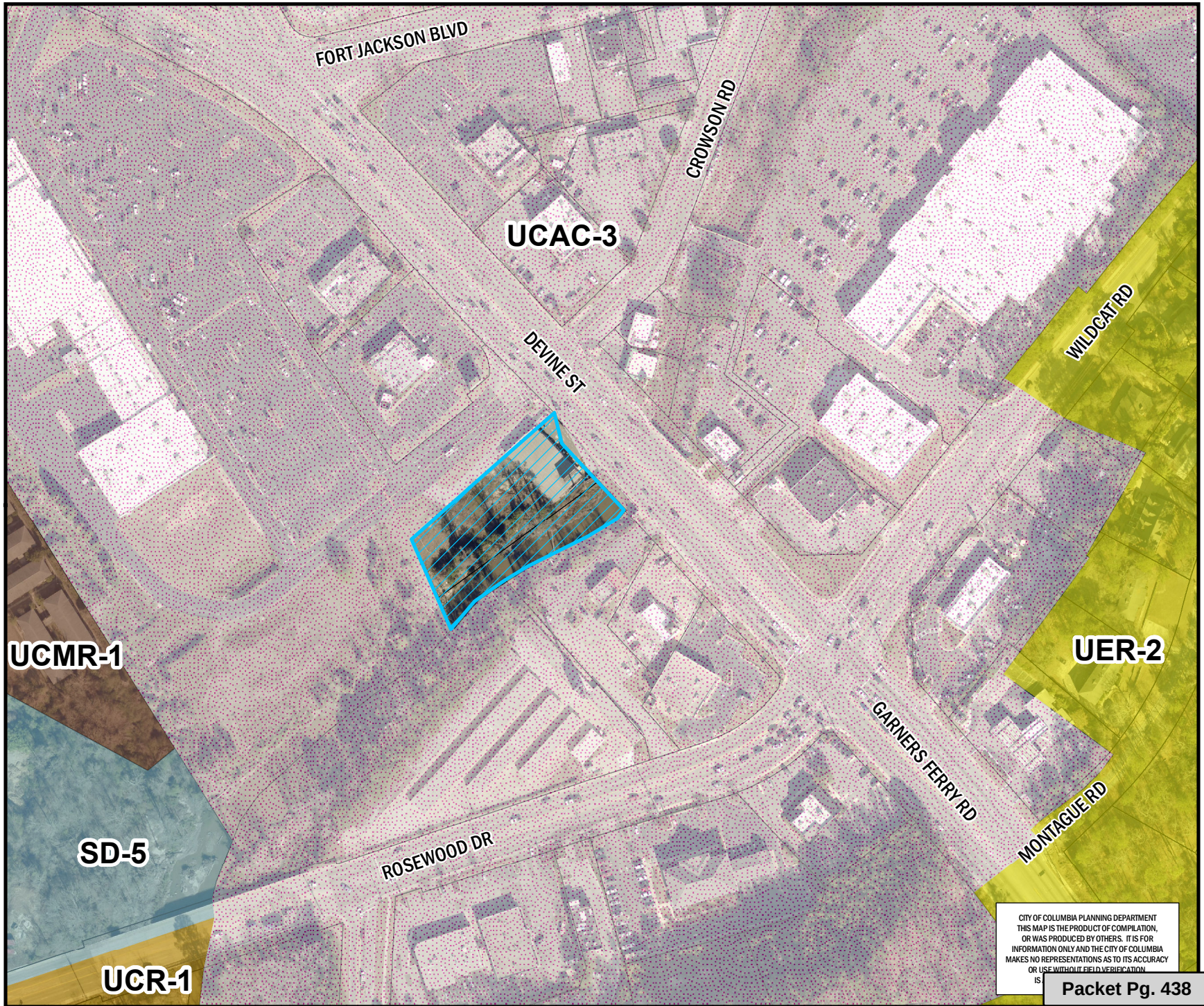
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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Packet Pg. 438

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

December 17, 2019 at 6:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to confirm zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property currently has interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Core Community Activity Center (UCAC-2)
 Proposed Interim City Land Use: Urban Core Community Activity Center (UCAC-2)
 Current Interim Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
 Proposed Interim City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
 Census Tract: 26.04

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed

through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three- to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

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

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

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

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

The subject property is located within the study area of the [*Devine Street / Fort Jackson Boulevard Commercial Node Plan*](#) (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which "is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents" (pg. 11). The plan further notes that "development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences" (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that "the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway" (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently assigned an interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). Surrounding parcels within the City of Columbia are currently zoned General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-3, -FP).

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of General Commercial District, -Flood Protective Area (C-3, -FP).



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-03-
Interim FLU: UCAC-2 Proposed FLU: UCAC-2

33.a

Department of Planning &
Development Services

Legend



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



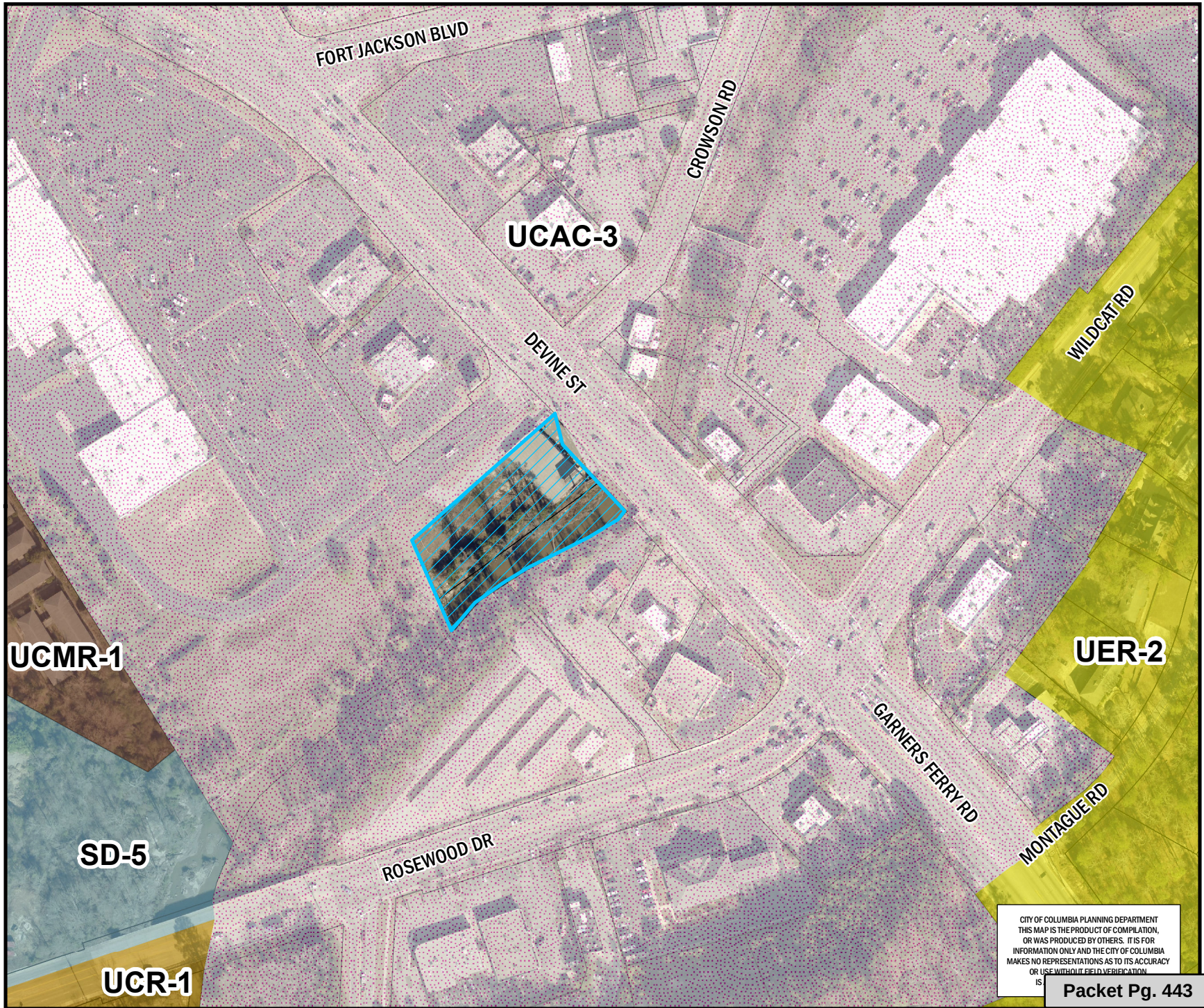
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



We Are Columbia



Packet Pg. 443

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 13810 33.a
Interim Zoning: C-3, -FP, Proposed Zoning: C-3, -FP

Legend

PARCELS

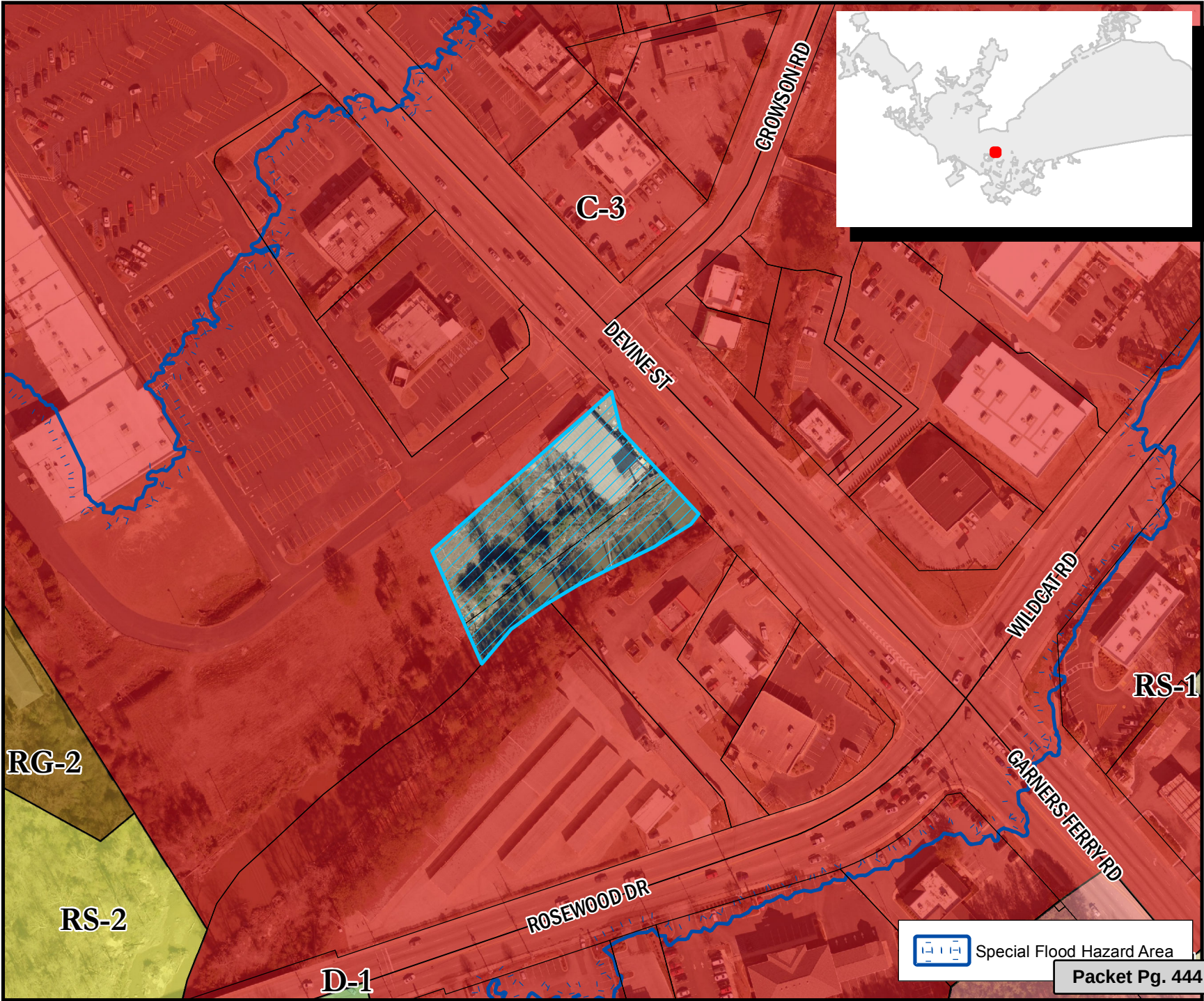
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RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
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RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019

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Special Flood Hazard Area

Packet Pg. 444



CITY COUNCIL

December 17, 2019 at 6:00pm

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

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

118 Woodcreek Ridge Drive; TMS# 25716-02-03

Council District:	4	
Proposal:	Request to affirm land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property currently has interim classification of Urban Edge Residential Small Lot (UER-1).	
Applicant:	Cascata Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 9.42 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Edge Residential Small Lot (UER-1)
 Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Urban Edge Residential Small Lot (UER-1).

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and Planned Unit Development-Commercial District (PUD-C) to the South. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North and West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in

the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* – Future Land Use Map to affirm the assignment of Urban Edge Residential Small Lot (UER-1) for the property.



Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,
Current Interim FLU: UER-1, Proposed FLU: UER-1

34.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
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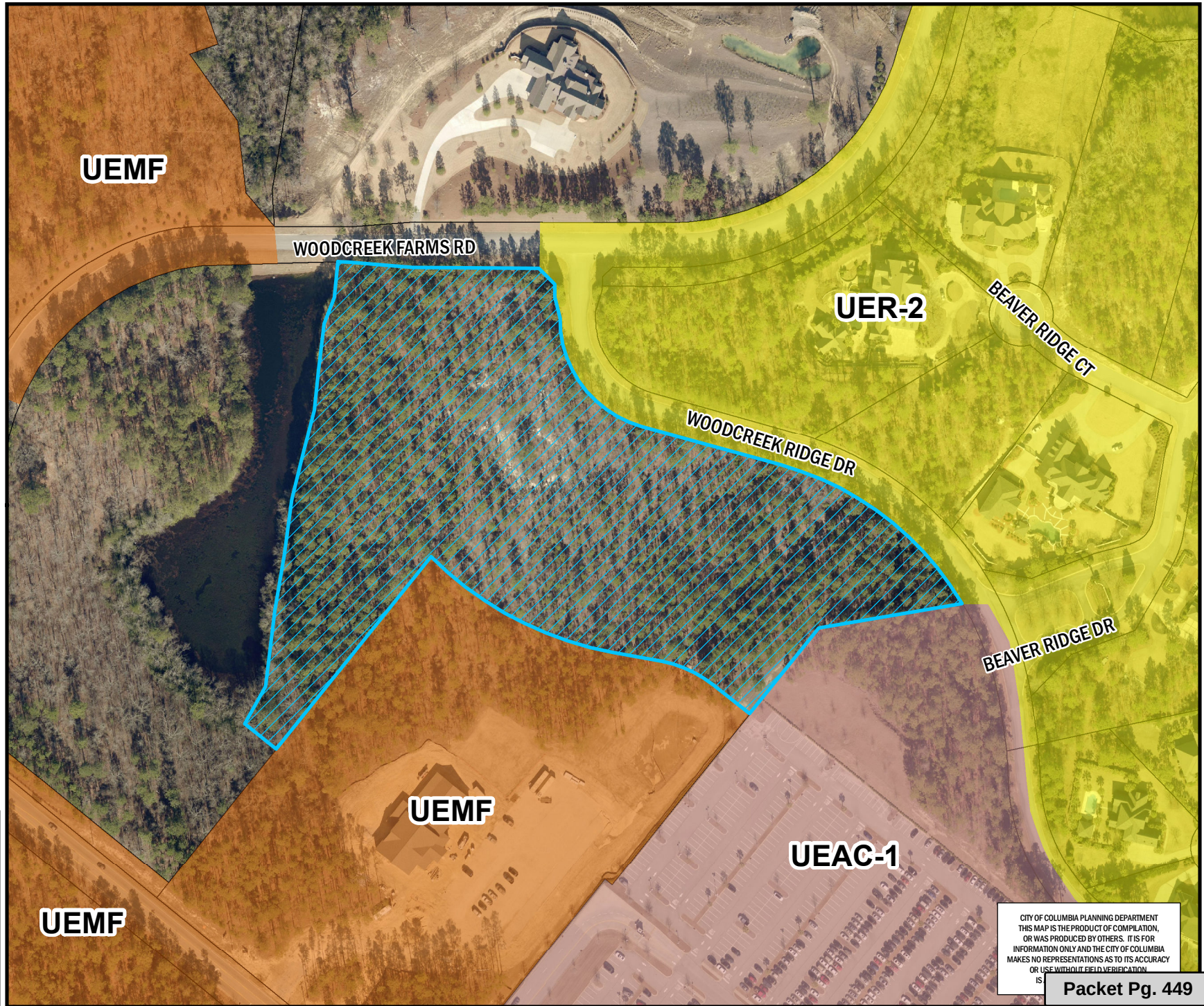
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



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Packet Pg. 449

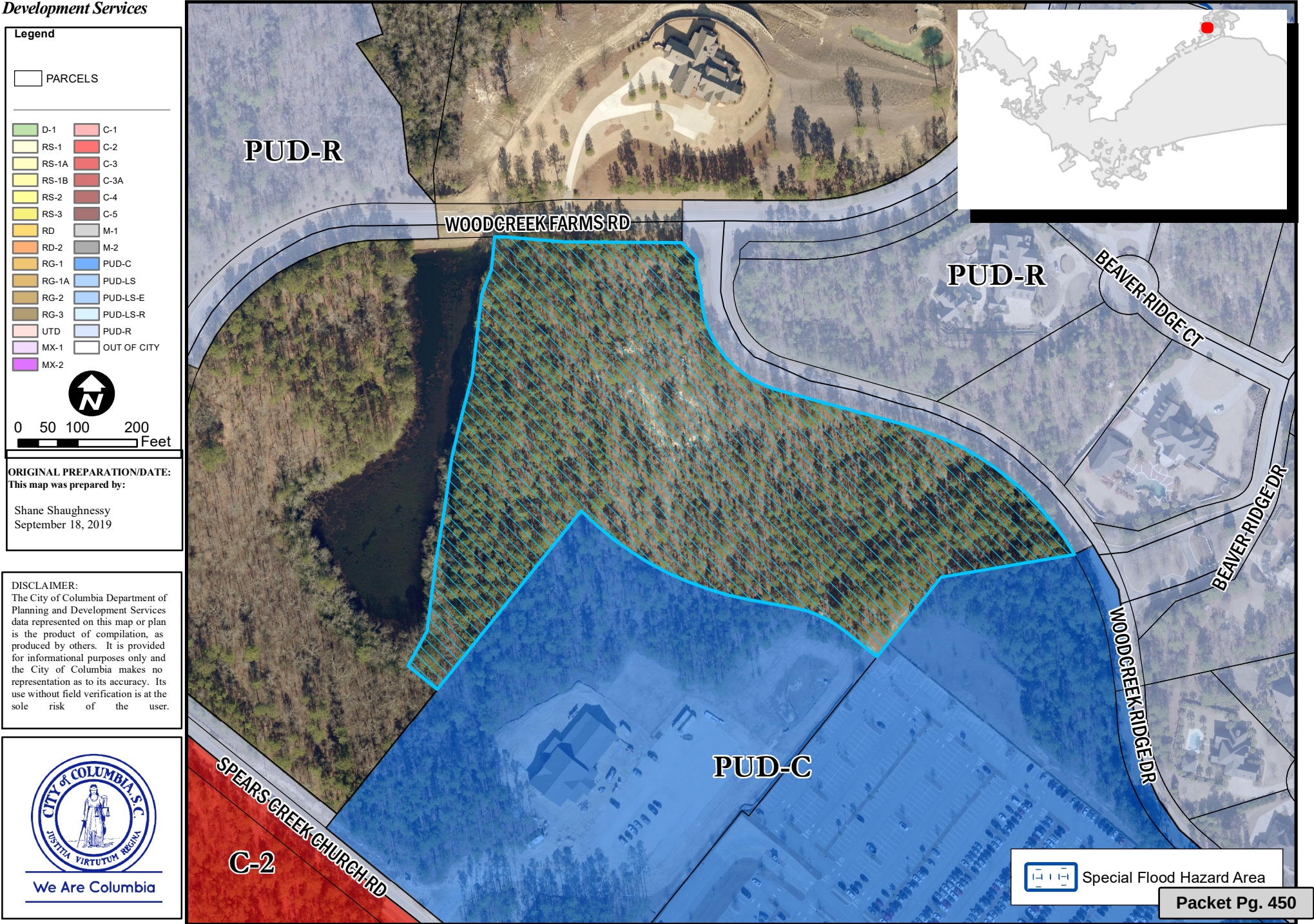
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

118 Woodcreek Ridge Drive, TMS# 25
Current Interim Zoning: PUD-R,
Proposed Zoning: PUD-R

34.a



ORDINANCE NO.: 2019-106

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03;
annexed by Ordinance No.: 2019-090 enacted December 3, 2019*

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

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

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

WHEREAS, 118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03, filed for petition on September 17, 2019, and shall be assigned the designated future land use classification of Urban Edge Residential Small Lot (UER-1), and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03, annexed into the City of Columbia by Ordinance No.: 2019-090 enacted on December 3, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 9.42 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

Requested by:

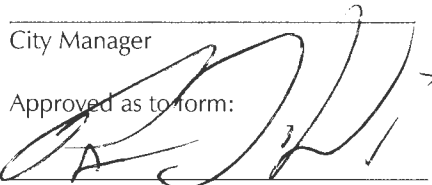
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

December 17, 2019 at 6:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 118 Woodcreek Ridge Drive; TMS# 25716-02-03

Council District:	4	
Proposal:	Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).	
Applicant:	Cascata Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 9.42 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Edge Residential Small Lot (UER-1)
 Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Urban Edge Residential Small Lot (UER-1).

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property is assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and Planned Unit Development-Commercial District (PUD-C) to the South. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North and West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Planned Unit Development - Residential District (PUD-R).



Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,
Interim FLU: UER-1, Proposed FLU: UER-1

35.a

Department of Planning &
Development Services

Legend



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



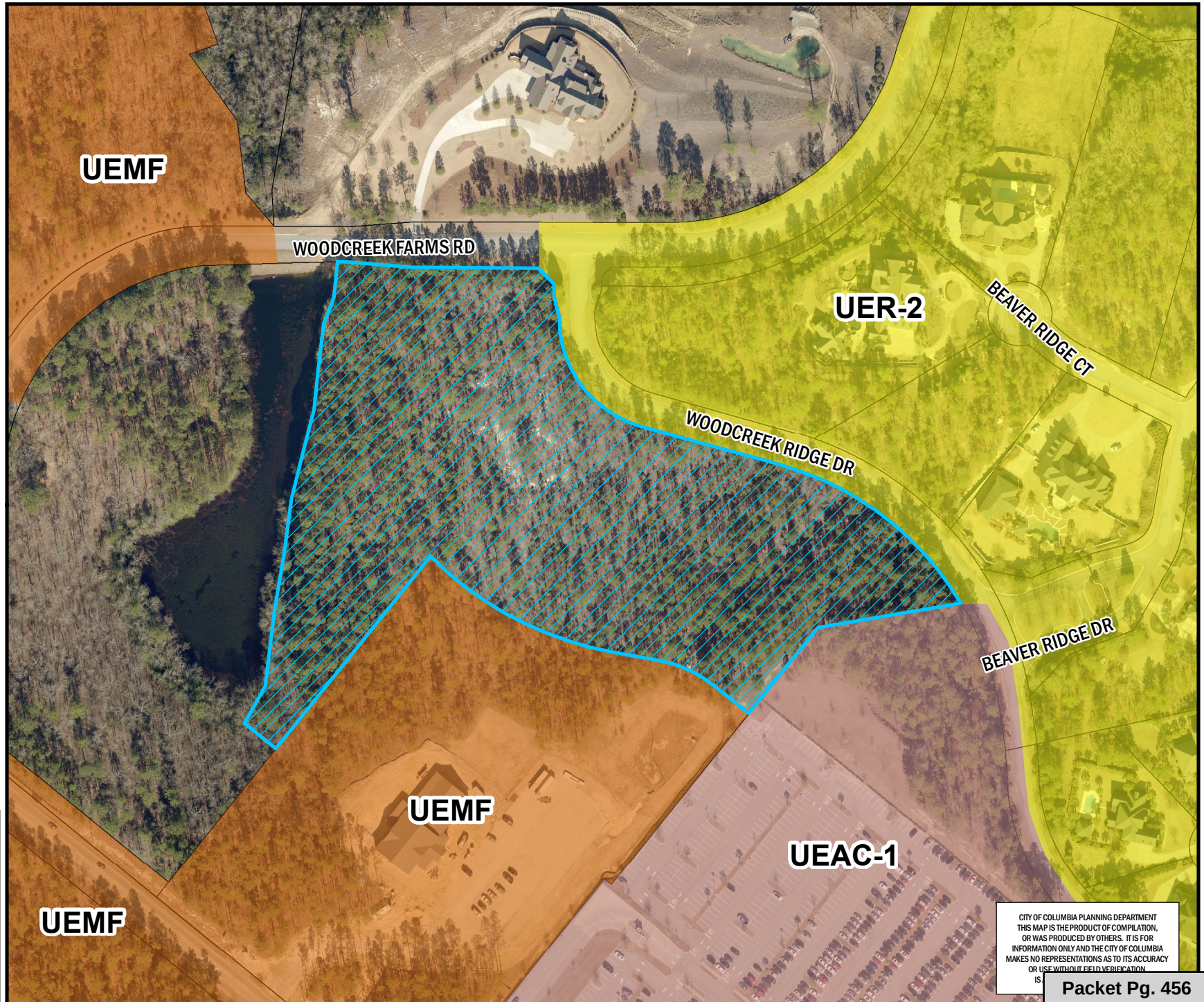
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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OR USE WITHOUT FIELD VERIFICATION
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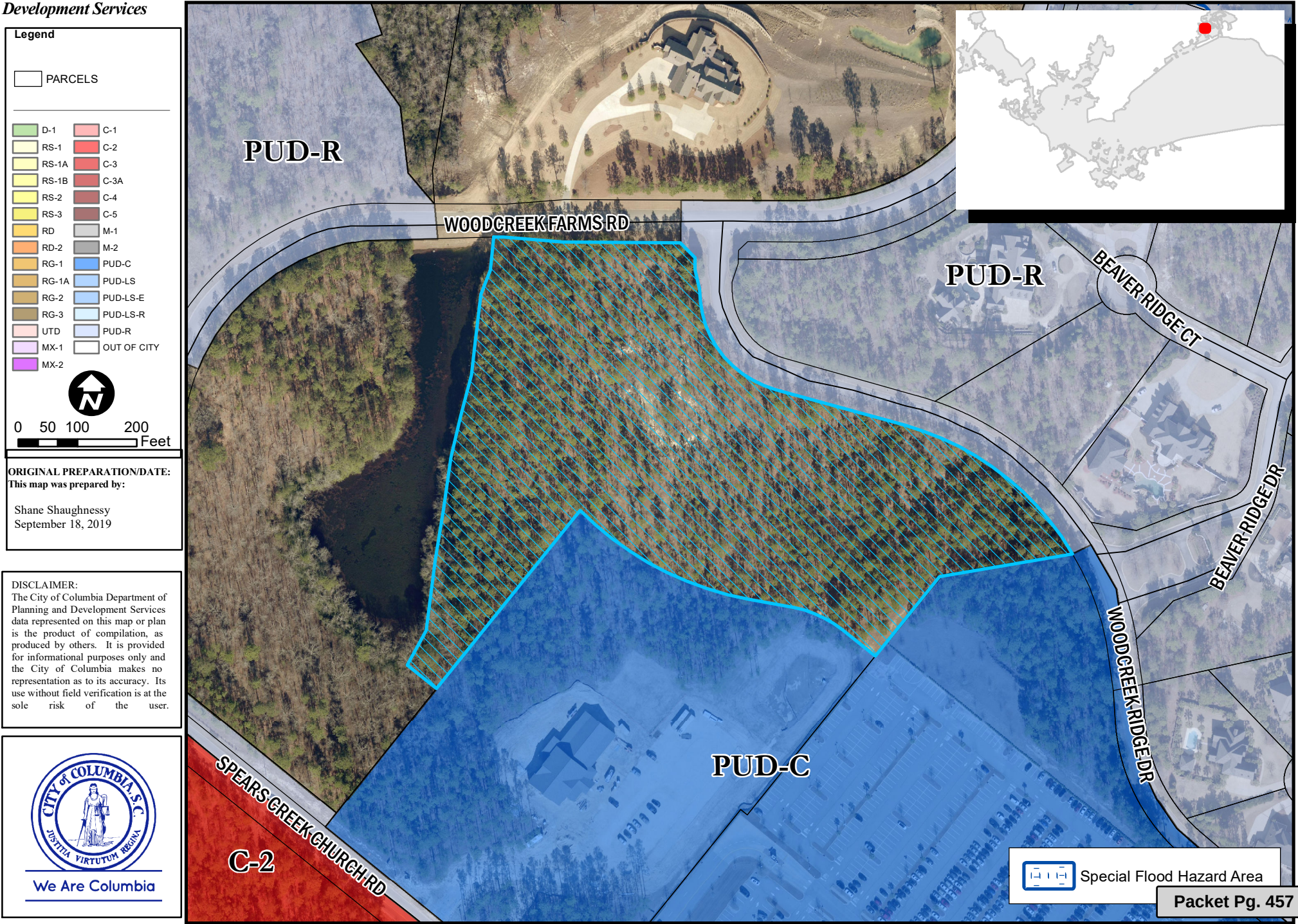
Packet Pg. 456

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

118 Woodcreek Ridge Drive, TMS# 2535.a
Interim Zoning: PUD-R, Proposed Zoning: PUD-R





CITY COUNCIL

December 17, 2019 at 6:00pm

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

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Council District:	4	
Proposal:	Request to affirm land use classification of Neighborhood Activity Corridor (AC-1) following annexation of the property. The property currently has interim classification of Neighborhood Activity Corridor (AC-1).	
Applicant:	PD Limited, LLC and Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.08 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Neighborhood Activity Corridor (AC-1)
 Proposed Land Use: Neighborhood Activity Corridor (AC-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Neighborhood Activity Corridor (AC-1).

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood 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 one-mile drive or a 15-minute walk, and typically consist of a limited collection of commercial and service uses.

Primary Types

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

Secondary Types

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

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, East, and South. Surrounding parcels in unincorporated Richland County are currently RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* – Future Land Use Map to affirm the assignment of Neighborhood Activity Corridor (AC-1) for the property.



Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Current Interim FLU: AC-1, Proposed FLU: AC-1

36.a

Legend

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



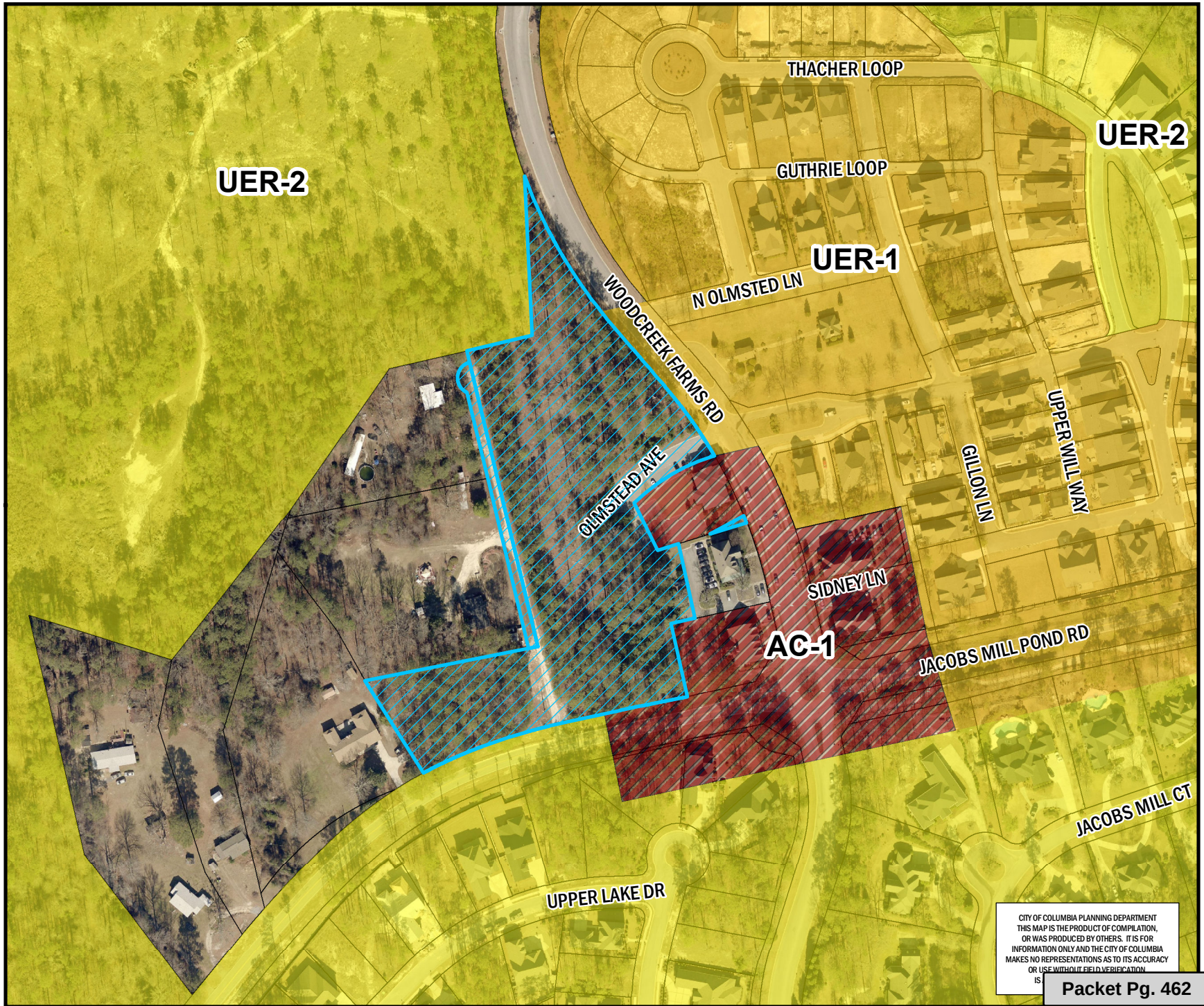
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 462

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Current Interim Zoning: PUD-R, Proposed Zoning: PUD-R

36.a

Legend

PARCELS

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



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 18, 2019

DISCLAIMER:

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We Are Columbia



Packet Pg. 463

ORDINANCE NO.: 2019-105

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road;
Richland County TMS# 25800-03-47 and 25800-03-28;
annexed by Ordinance No.: 2019-088 enacted December 3, 2019*

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

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

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

WHEREAS, 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS# 25800-03-47 and 25800-03-28, filed for petition on September 16, 2019, and shall be assigned the designated future land use classification of Neighborhood Activity Corridor (AC-1), and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS# 25800-03-47 and 25800-03-28, annexed into the City of Columbia by Ordinance No.: 2019-088 enacted on December 3, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 5.08 acres, and shall be assigned a land use classification of Neighborhood Activity Corridor (AC-1).

Requested by:

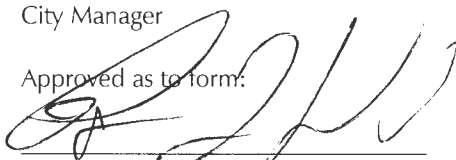
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

December 17, 2019 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Council District:	4	
Proposal:	Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).	
Applicant:	PD Limited, LLC and Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Land Use & Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.08 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Neighborhood Activity Corridor (AC-1)
 Proposed City Land Use: Neighborhood Activity Corridor (AC-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Neighborhood Activity Corridor (AC-1).

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood 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 one-mile drive or a 15-minute walk, and typically consist of a limited collection of commercial and service uses.

Primary Types

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

Secondary Types

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

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property has been assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, East, and South. Surrounding parcels in unincorporated Richland County are currently RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Planned Unit Development - Residential District (PUD-R).



Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Interim FLU: AC-1, Proposed FLU: AC-1

37.a

Legend



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



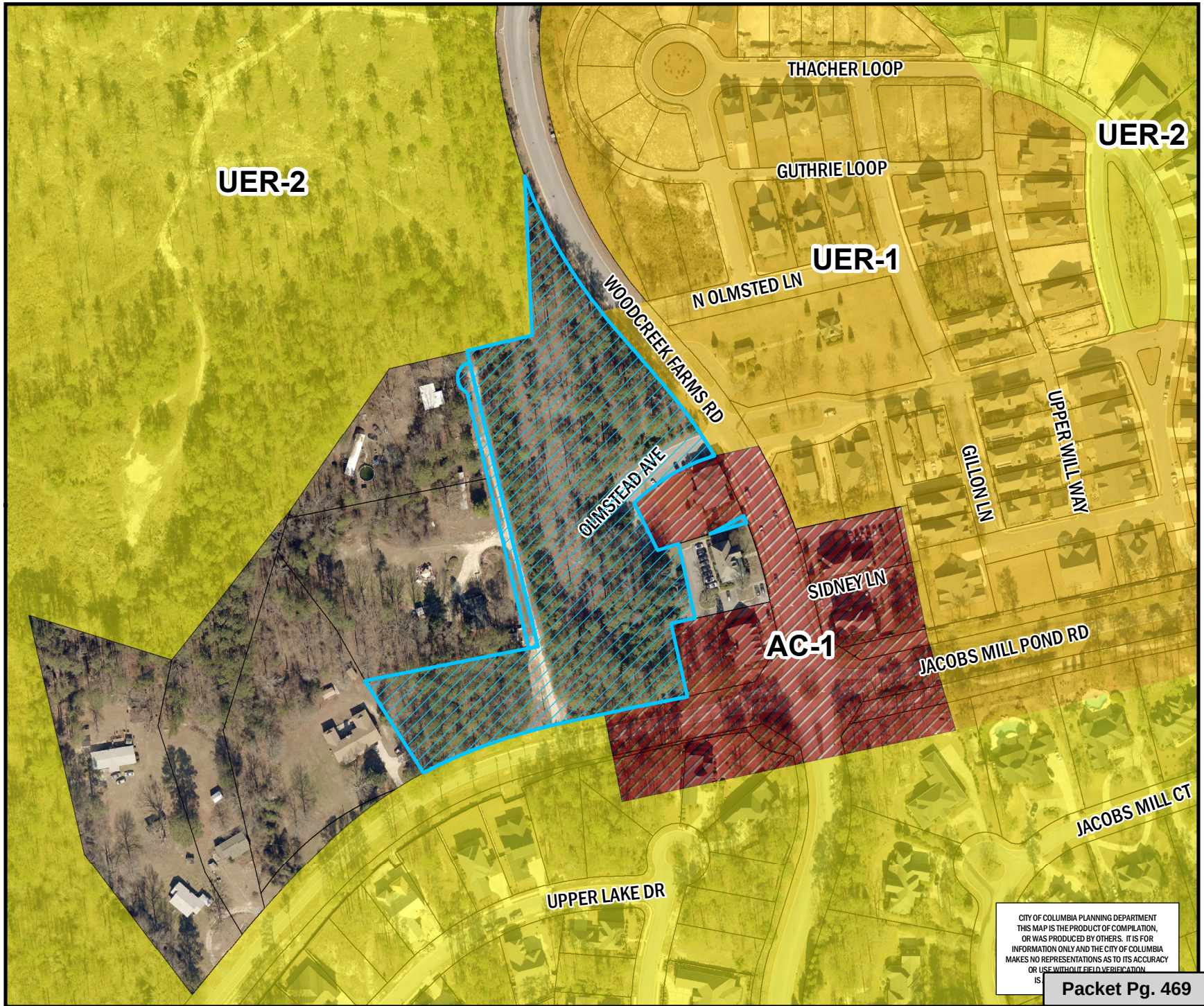
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



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CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION.

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Interim Zoning: PUD-R, Proposed Zoning: PUD-R

37.a

Legend

PARCELS

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



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 18, 2019

DISCLAIMER:

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ORDINANCE NO.: 2019-083

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option, is amended to read as follows:

Sec. 23-154. Extended payment option.

At the time of application for a water and/or sewer service connection, applicant may elect to pay the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee in full or pay the fee, or any portion thereof, in forty-eight (48) equal monthly installments with a fixed annual interest rate thereon. The fixed annual interest shall be the interest rate charged for all monthly installments set forth in the Water Installation Fee Agreement and/or the Sewer Tap and Plant Expansion Fee Agreement entered into during that fiscal year. For residential service fees, the interest rate shall be calculated for each fiscal year as equal to the prime rate as listed in the first edition of the Wall Street Journal published in the month of May which precedes the upcoming fiscal year plus 2.5 percentage points. For non-residential service fees, the interest rate shall be calculated as zero (0%) percent. The monthly payments for the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee shall be added to and collected with the monthly water and/or sewer bill for the property to be served commencing with the first water and/or sewer bill, and shall be collected in the same manner as any other water and/or sewer charges by the City of Columbia. In the event of the sale of the property being served by the water and/or sewer connection, the unpaid portion of the fees subject to the extended payment in accordance with this section shall be immediately due and payable unless Purchaser(s) assume the extended payment obligation at closing. Unless Purchaser(s) apply for transfer of service and/or assume or pay in full the unpaid extended payment, no further water and/or sewer service shall be provided to such property.

Requested by:

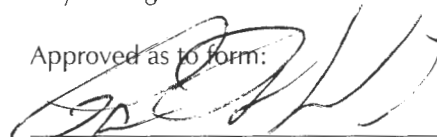
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced: 10/1/2019

Final Reading: deferred 10/15/2019; 12/17/2019