



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 2, 2021

The Columbia City Council will conduct a Meeting on Tuesday February 2, 2021 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9937**. For additional meeting information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the January 19, 2021 City Council Meeting Minutes.

EMERGENCY ORDINANCES

2. Ordinance No.: 2021-008 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



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CONSENT AGENDA ITEMS 4 THROUGH 12

4. Council is asked to approve the Purchase of Purate, a chemical for the Lake Murray Water Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source in the amount of \$105,000.00. This vendor is located in West Haven, CT.

Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$105,000.00.

5. Council is asked to approve an Agreement for the Installation of a New Playground Area at T.S. Martin Park, as requested by the Parks and Recreation Department. Award to Churchich Recreation & Design, Inc. in the amount of \$179,936.00. The firm is located in Bluffton, SC.

Funding Source: Community Development Block Grant (CDBG) - Engineering General Capital Projects - Capital Project Cost (4039999-PK004602-658650) \$179,681.00 and (1015104-PK004602-638500) \$255.00. The original budget amount is \$179,936.00. CDBG funding is contingent upon the Department of Housing and Urban Development (HUD) issuing an Authorization to Release Grant Funds (AUGF) and the Community Development Department providing a Notice of Environmental Clearance (NEC) to the Parks and Recreation Department prior to executing contract with vendors.

Churchich Recreation & Design, Inc. of Bluffton, SC, will provide site amenities at 5.44% (\$9,780.00) of the total contract amount.

The following subconsultants will provide additional services:

Trekfit Inc. of Chambly, Quebec, will provide bamboo jungle equipment at 13.87% (\$24,950.00) of the total contract amount.

Porter Corp. of Holland, MI, will provide an NSL Shelter at 11.50% (\$20,700.00) of the total contract amount.

Zeager Bros., Inc. of Middletown, PA, will provide wood fiber material at 2.36% (\$4,250.00) of the total contract amount.

Miracle Recreation Equipment Company, Inc. of Monett, MO, will provide equipment at 23.04% (\$41,450.00) of the total contract amount.

Elephant Play of Montreal, Quebec, will provide basketball tree at 5.22% (\$9,400.00) of the total contract amount.

Inline Paving Industries, LLC. of Lexington, SC, will provide asphalt paving services at 4.56% (\$8,206.00) of the total contract amount.



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L Squared Enterprises, LLC of Roswell GA, will provide installation of equipment and shelter services at 34.01% (\$61,200.00) of the total contract amount.

6. Council is asked to approve the Renewal of Computer Aided Dispatch Annual Maintenance Software Services, as requested by the Columbia - Richland 911 Communications Center. Award to Tri-Tech Software Systems in the amount of \$277,602.12. This firm is located in Columbia, SC.

Funding Source: City Account (1012701 - 638200) \$138,801.06 and County Account (2082702 - 638200) \$138,801.06. The original budget amount is \$277,602.12.

7. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1215 Shop Road; TMS# 11210-01-02

Ordinance No: 2020-101 Annexing 1215 Shop Road, Richland County TMS #11210-01-02

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

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

First reading approval was given on November 17, 2020.

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

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

Council District: 2

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

Applicant: Saluda River Partners



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Staff Recommendation: Approval

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

First reading approval was given on January 19, 2021.

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

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

Council District: 2

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

Applicant: University of South Carolina

Staff Recommendation: Approval

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

First reading approval was given on January 19, 2021.

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

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

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

Council District: 2



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

Applicant: Richland County

Staff Recommendation: Approval

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

First reading approval was given on January 19, 2021.

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

Council District: 2

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

Applicant: Anna M Davis, Second Nazareth Baptist Church

Staff Recommendation: Approval

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

First reading approval was given on January 19, 2021.

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

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

City Council District: 1

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

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval



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

First reading approval was given on January 19, 2021.

ORDINANCES - FIRST READING

13. Ordinance No.: 2021-002 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and T.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Finlay Park
Owens Field Stormwater Fees*

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

*Sheri Sandoval v. COC and SCDOT
State of SC Ex Rel Alan Wilson, Attorney General v. City of Columbia*

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

*2221 Devine Street
Economic Development Partners*

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

City Manager and City Attorney

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, January 19, 2021 using video conferencing technology. 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 Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to adopt the agenda, subject to withdrawing Venue License Agreement and adding Legislative Affairs to **Item 24** under Executive Session.

APPROVAL OF MINUTES

1. Council is asked to approve the January 5, 2021 Council Meeting Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the January 5, 2021 Council Meeting Minutes.

Ms. Teresa Wilson, City Manager recognized Chief Aubrey D. Jenkins on his appointment as the new president of the South Carolina State Association of Fire Chiefs. This is a huge honor and it really doesn't surprise us at all in his 40 years of service. He is a wonderful champion for the profession. His passion always shows and we are so proud.

Mayor Benjamin said we are incredibly proud of you Chief Jenkins and thankful for your service and your incredible leadership. It is one of the major reasons we have been able to make it during this challenging period in American History.



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CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we have systemic supply chain challenges but we are seeing some success in our hospitals across the state with the Pfizer vaccine. We have a great partnership with DHEC working to get the Moderna vaccine. I want to thank City Manager Teresa Wilson and Director Tinsley for their leadership in making sure more of our citizens find access to the vaccine. We are still in the most dangerous period the virus has seen and we hope that the vaccine will be uniformly, equitably, and aggressively distributed. We need to continue to be aggressive with physical distancing, masking, and sanitizing. We have challenging days ahead but we remain hopeful.

Councilor Devine said in regards to the stimulus funds that will be coming down, can we explore working with CDFI's or minority banks to get Paycheck Protection Program (PPP) funds for small businesses. Let's explore how we can partner with folks and utilize our resources and relationships to make sure the businesses in the City of Columbia can avail themselves of that resource as it comes down.

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

3. 2021 Federal Legislative Update - Mr. Ralph Garboushian, Capital Edge, LLC

Mr. Ralph Garboushian, Capital Edge, LLC said in regards to the Paycheck Protection Program and small business assistance, Congress has taken note of the problems with the first round of PPP. They have included a lot of provisions in this round of the PPP to help it get to the small businesses and minority/women owned businesses. Congress also set aside PVP loan money for CDFI's, small banks, and credit unions. One of the things included in that Pandemic Relief Bill is the Emergency Capital Investment Program. That money is to help community development financial institutions sustain themselves and rebuild as we emerge from the pandemic. Last week, the SBA put out preliminary information about the Save Our Stages Act. Those grants are for small independent venues, museums, and theaters like the Nickelodeon Theater in Columbia. Our goal is to make sure the City is aware of every federal funding and grant opportunity available. During the 116th Congress, we provided the City with detailed information about all the Cares Act funding opportunities which provided \$2 million directly to the City and millions more to City Partners. We fought for \$42 million from FEMA for the Columbia Canal. We worked with the House Appropriations Committee and the House Transportation and Infrastructure Committee to localize surface transportation funds. We worked on the Energy Efficiency and Conservation Block Grant which provided a direct annual allocation to Columbia in the amount of \$1.4 million. We worked on a volunteer firefighter tax credit to be made permanent. We also increased or



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maintained funding for core local government programs and increased and guaranteed state and local funding through the Great American Outdoors Act. The first 100 days of the 117th Congress will focus on pandemic relief including fiscal assistance. Congress will then focus on surface transportation/infrastructure, climate change/energy/environment, FY 2022 appropriations, and the regulatory rollercoaster. As we look at fiscal assistance and stimulus, the big message for local governments is to localize funding. The three priorities are: increase funding for the Community Development Block Grant, push for annual funding of the Energy Efficiency and Conservation Block Grant, and push to increase the local share of the Service Transportation Block Grant and the size of the local share.

Councilor Devine asked if it is yet known what the block grant funding formula for the energy grants will be.

Mr. Ralph Garboushian, Capital Edge, LLC said it will be the same as the last time it was funded. The formula is based on a combination of resident population and daytime population.

Councilor Brennan asked if it is to our advantage to have a short list of shovel ready projects to get at the front of the line to receive funds.

Mr. Ralph Garboushian, Capital Edge, LLC said it always makes sense to have shovel ready projects. There will probably be a focus on getting money to projects that can move quickly.

Councilor Rickenmann said it would be beneficial for us if we could have a monthly short Zoom call with you to get updates on these funding opportunities. It would be great to spend a little more time over the next 90 to 120 days because I think that is where the bulk of the legislation is going to happen. It would be great to be more informed.

4. 2021 State Legislative Update - Mr. Kyle Michel, Esq., Michel Law Firm

Mr. Kyle Michel, Esq., Michel Law Firm said the 2020 session accomplished a lot. We have been trying to get business license reform passed since 2015. The bill passed this year was a great compromise that we worked on for three years to standardize the business license tax renewals. We made sure that is revenue neutral for the City and the rates can be adjusted in each business class. We helped pass a bill that allows using a portion of hospitality taxes on flood control and remediation. There were two affordable housing bills passed this past year. The first one gives a state tax credit equal to the federal tax credit for all affordable housing. The second one takes away the property tax on low-income housing tax credit projects or any affordable housing development that is taxed with tax credits. Both bills will make it easier to own and maintain affordable housing. The City sent a letter of support to Ways and Means Committee for a bill that created the South Carolina Resilience Revolving Fund Act, which provides state money in a fund to pay for the local

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)



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share of buying out flood prone properties. The Firefighter Cancer Healthcare Benefit Plan also passed, which provides additional money to firefighters who get cancer while on the job or within five years from leaving the job. We worked on legislative problems like the storm water rates, mental health patient transport, and parks and rec summer staff child care licensing. We connected the City to funding opportunities for the all-star baseball field, the convention center expansion, Vista Greenway expansion, quiet zones, COVID-19 impact, and health equity corps. Currently we are working with Mr. Shealy to get delegation letters in support of a federal grant that will give us money to assist in water system expansions. This year, we will continue to advocate for the passage of legislation important to the City, including: hate crimes, abandoned buildings, small business assistance, criminal justice reform, affordable housing, local tax revenue flexibility, rehiring retired public safety officials, gun violence measures, and property tax reform. We will continue to work on the storm water rate bill, mental health transport, and increasing government tort claims limits. There will be potential funding opportunities for broadband expansion, Convention Center, Vista Greenway, public safety, urban farms, COVID-19, and the canal building.

PUBLIC HEARING & FIRST READING FOR ZONING/PLANNING MATTERS

Council opened the Public Hearing at 3:19 p.m.

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

Ordinance No.: 2021-001 Adopting the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina – The public hearing was held on January 19, 2021. First reading approval was deferred.

Council Districts: 1,2,3,4

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

Ms. Krista Hampton, Director of Planning and Development Services said the Uniform Development Ordinance (UDO) is a combination of the zoning and the land development ordinance for the City of Columbia. Zoning is the law that determines how the land or property can be used in the City. It regulates the uses, size, location of buildings, parking, landscaping, and signage. To enact zoning regulations in the text, the UDO establishes varying districts: residential,

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commercial, or industrial. Each has different sets of uses and standards. The official zoning map identifies the location of these districts, specifying the land use and development requirements. The UDO is intended to simplify and streamline development review providing easy to understand rules and creating a more modern code. The first step in this project was in 2014 when we rewrote the land use plan. In 2015, we began the process to rewrite the code and had numerous public meetings at various stages of the project followed by meetings on drafts of sections as they became available. The drafting of the code was completed in 2019 with the adoption of the text in August 2019. The key goals of the code were to create a user-friendly code, implement Plan Columbia, modernize regulations to more strongly encourage and support context-sensitive “infill” and redevelopment, and encourage sustainable/green development practices. The nine articles of the ordinance are: general provisions, administration, zoning districts, use regulations, development standards, land development (subdivision) standards, nonconformities, enforcement, and definition and rules of measurement.

Ms. Rachel Bailey, Planning and Development Services Zoning Administrator said article 3 establishes the basic standards for the various space based planned unit developments and overlay zoning districts. The base districts include: residential, activity and corridor, institutional and campus, and industrial districts. The lineup carries forward several current zoning districts and also modifies and adds new districts to better align the structure of policy direction that was set out in Plan Columbia. The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics. The new zoning districts consist of nine residential districts, nine mixed-use districts, five institutional and campus districts, three industrial districts, and one PD, formally called PUD. Our historic and design district overlays are remaining the same, they just have a name change. The residential districts are: T/C (transitional/conservation district), LL-R (large lot – reserve district), RSF-1 (residential single family – large lot district), RSF-2 (residential single family – medium lot district), RSF-3 (residential single family – small lot district), RD (residential two-family district), RD-MV (residential two-family – mill village district), RM-1 (residential mixed district), and RM-2 (residential mixed district). Article 4 is the use regulations and is organized by principal uses, accessory uses, and temporary uses. The principal uses have been reorganized and consolidated from 305 uses to 123 uses. The link to the draft map is on the project webpage (www.weplanttogether.org/columbiareview). You can review the project background and the text.

Ms. Krista Hampton, Director of Planning and Development Services said we had our public hearing today. Over the next week from January 20th to 25th, we will have one-on-one appointments available. We will have a period for additional input from stakeholders and neighborhood meetings through February 26, 2021. On March 16, 2021, we plan for Council to amend the effective date to August 30, 2021 and review input and proposed changes. April 6, 2021 will be the first reading of new zoning map with a second reading scheduled for June 6, 2021. On

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July 20, 2021, we will hold the public hearing and first reading on revisions to the zoning map and a second reading on August 3, 2021. The UDO and map will take effect on August 30, 2021.

Mr. Paul Haynes, Victory Gardens resident said I would like for city officials to consider changing the zoning designation for the neighborhood to allow for smaller lot sizes to spur new construction. No new homes have been built in the neighborhood in 27 years despite available lots. This is due to the high cost of construction and low property values. A zoning designation of RSF-3 would conform to many already existing lots and be in keeping with the character of the neighborhood. There is no functioning neighborhood association, but I am willing to petition residents and owners to gauge overall opinion. I personally own seven properties in the area that currently have an RSF-1 designation, accounting for one-tenth of the total properties affected. Please consider making this change to allow us to revitalize this neighborhood, returning it to a safe vibrant place to live.

Voice Message from Ms. Diane Wiley, Belvedere Neighborhood President said we don't have the time to sit and listen to the meetings all through because we have our day-to-day duties. Our communities located in 29203 and 29204 need some uplift. These are people that are on fixed incomes. We need to be looking at the zoning map to see what's going on because it has stopped certain things from coming into our neighborhoods. We need to wait until COVID is over to get the zoning map finalized. Stop doing things under the table because we need to talk to each other face to face.

6. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for ±0.47-acre portion of 680 Candi Lane; TMS# 07208-03-06(p) – *Approved on first reading.*

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

Council District: 2

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

Applicant: Saluda River Partners

Staff Recommendation: Approval

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

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No public comments were received at this time.

Upon a motion made Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for ±0.47-acre portion of 680 Candi Lane **and** Ordinance No.: 2021-004 Annexing and incorporating 0.47-acre portion of 680 Candi Lane, Richland County TMS #07208-03-06(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

7. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.509-acre S/S Candi Lane; TMS# 07208-03-02 – *Approved on first reading.*

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

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

Council District: 2

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

Applicant: Richland County

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 0.509-acre S/S Candi Lane, Resolution No.: R-2021-002 Annexing 0.509-acre S/S Candi Lane **and** Ordinance No.: 2021-004 Annexing and Incorporating 0.509-acre S/S Candi Lane, Richland County TMS #07208-03-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

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8. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 103.07-acres B/S Circleview Road and 21.90-acres W/S Circleview Road; TMS # 09203-01-01 and 07415-02-02 – *Approved on first reading.*

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

Council District:1

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

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

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 103.07-acres B/S Circleview Road and 21.90-acres W/S Circleview Road **and** Ordinance No.: 2021-006 Annexing and incorporating 103.07-acres B/S Circleview Road and 21.90-acres Circleview Road, Richland County TMS# 09203-01-01 and 07415-02-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

9. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for multiple University of South Carolina properties on East Broadway, Poe, South Evans, Sumter, and South Assembly Streets – *Approved on first reading.*

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

Council District: 2

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

Applicant: University of South Carolina

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for multiple University of South Carolina properties on East Broadway, Poe, South Evans, Sumter, and South Assembly Streets **and** Ordinance No.: 2021-007 Annexing and incorporating 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street; TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

10. **COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT** for 1135 Performance Parkway, TMS# 14500-02-24 – *Approved on first reading.*

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

City Council District: 1

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

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

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

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2021-003 Amending the Columbia Compass: Envision 2036 Map to amend land use classification for 1135 Performance Parkway, TMS# 14500-02-24.

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

Council District: 2

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

Applicant: Anna M Davis, Second Nazareth Baptist Church

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street, TMS# 11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10.

Council closed the Public Hearing at 4:08 p.m.

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)



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

CONSENT AGENDA ITEMS 12 THROUGH 19

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve **Consent Agenda Items 12 through 19.**

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

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

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

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

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

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

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

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

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)



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

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

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

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

The following sub-consultant will provide additional services:

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

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

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

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

The following sub-consultants will provide additional services:

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

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

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)



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

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

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

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

The following sub-consultants will provide additional services:

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

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

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

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

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

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

The following sub-contractors will provide additional services:

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

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

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

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

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

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

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

RESOLUTIONS

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

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-005 Authorizing the City Manager to execute a First Amendment to the Venue License Agreement between Hardball Capital, LLC and the City of Columbia.

APPOINTMENTS

21. Historic Columbia Foundation – *Deferred*

CITY COUNCIL DISCUSSION / ACTION

22. Fiscal Year 2020/2021 Hospitality Tax Program Update - Ms. Missy Caughman, Budget and Program Management Director – *Approved as amended.*

Ms. Teresa Wilson, City Manager said the budget process is underway and I anticipate for it not to be unlike what we discussed this past budget session. The budget will be flat and we hope to bring it to you in a more scaled approach that you can review and approve ahead of our normal schedule. We will continue to move forward with getting more accurate projections on collections. We will be able to make some amendments in the fall that will be more realistic.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

Ms. Missy Caughman, Budget and Program Management Director said City Council approved a budget in June 2020 of \$7.1 million. The proposal passed by Council in September 2020 for grant allocations included \$383,163 in prior year carryforward allocations. As of December 31, 2020, we have collected revenue in the amount of \$4.6 million, which is 65% of the budget. While we have a significantly reduced budget compared to last year, we are on target in terms of collections. City Council awarded \$3 million in grant allocations for external groups. To date, we have paid almost \$1.1 million. Normally, you would have made about 70 different allocations but this year it was about 32 allocations in total awards. A City of Columbia Public Art Project has been discussed in recent months and an allocation is already included in the budget for \$50,000. We need Council action today to allocate those funds to the Parks and Recreation Foundation who will be facilitating that project. Staff is recommending the following revisions to our guidelines for a temporary basis during this fiscal year ending in June 30, 2021: up to 50% for building and facilities rental that are tourism-related and up to 50% of administrative and operating cost of tourism-related cultural, recreational, or historical facilities and buildings. Currently these are not allowed in our guidelines so we are recommending for up to 50% of an organization's cost to be allowed. We are not ready to give you projections for hospitality tax funding but we want to keep our eye forward with regards to how Council may want to allocate a hospitality tax grant program and what that may look like; whether is through a City Council award process or through the Hospitality Tax Committee application process. These three action items are specifically related to the hospitality tax. The FY 20/21 accommodations tax budget is \$1.4 million. As of December 31, 2020, we have collected \$412,992, which is 28% of the budget. We have processed \$125,000 in allocations.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Item 1 - Allocation of \$50,000 in Hospitality Tax funding to the Parks & Recreation Foundation for the City of Columbia Public Art Project; to defer Item 2 - Temporary revisions to the City's funding guidelines for legal advice in Executive Session; and to approve Item 3 – City Council will award the Fiscal Year 2021/2022 Hospitality Tax grants later in the year.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Councilor McDowell reported that the Administrative Policy Committee met on January 14, 2021. We met with Dr. Bobby Donaldson, Robert Hughes, Robin Waites, Councilor Duvall, and Councilor Davis to discuss the renaming of the park. Dr. Donaldson did an excellent job in suggesting persons for that honor. There was conversation with the Hughes Company to help us to identify ways the community can get involved in suggesting names. We are scheduled to meet again on January 28, 2021 to keep discussing the park naming process and to identify options to bring to Council for approval.

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 19, 2021

PUBLIC INPUT

Mr. Michael Bailey, City of Columbia resident asked Mr. Rickenmann why is he now in support of the COVID-19 restrictions when previously he called them unconstitutional.

Councilor Rickenmann said we have had many conversations and arguments on the issue and we simply disagree. I changed my mind on the restrictions because it gives us an opportunity to move forward in our community and allow our businesses to stay open in a safe way.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:43 p.m. for the discussion of **Items 23 and 24**, as amended and to add Hospitality Tax Guidelines to **Item 23**.

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

*COVID-19
Canal Recovery Efforts
Landmark District Designation*

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

*Venue License Agreement
Saluda River Greenway*

ADJOURNMENT

Council adjourned the meeting at 6:49 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_01_19_2021 (6461 : Approval of Minutes)

ORDINANCE NO: 2021-008*An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19*

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Centers for Disease Control and Prevention ("CDC") and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and,

WHEREAS, in Executive Order No. 2020-63, Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear a face covering; and,

WHEREAS, it is vitally important that we continue to work together to decrease the widespread proliferation of COVID-19 among us; and,

WHEREAS, City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings as set forth in Ordinance No.: 2020-044 and to extend and amend the requirement that face coverings or masks be worn in public in the City of Columbia as set out forth in Ordinance No.: 2020-059; and,

WHEREAS, the requirements under both ordinances were further extended and amended by Ordinance 2020-093 through January 5, 2020; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication.

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that facial coverings shall be required in all public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19 as follows:

1. Face coverings which cover the nose and mouth shall be required in all public places within the City. All persons entering a commercial establishment in the City must wear a face covering while inside the establishment. A face covering must also be worn in situations where distances between people change frequently such as a busy sidewalk, waiting area, or popular outdoor area where it is impractical or impossible to maintain six feet of distance at all times. This paragraph does not apply to religious establishments. However, the use of face coverings is recommended during religious activities as well.

2. All restaurants, bars, retail stores, barbershops, salons, grocery stores, and pharmacies in the City must require their employees to wear a face covering which covers the nose and mouth at all times while having face to face interaction with the public. Each individual employee violation of this ordinance will be considered a separate and distinct offense.

3. Any person who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance.

4. Face coverings are not required in the following circumstances:

- a. In personal vehicles;
- b. When a person is alone in enclosed spaces; during outdoor physical activity, provided the active person maintains a minimum of six (6) feet from other people at all times;
- c. When a person is alone or only with other household members;
- d. While drinking, eating or smoking;
- e. When wearing a face covering causes or aggravates a health condition.
- f. When wearing a face covering would prevent the receipt of personal services.
- g. When a person is 10 years of age or younger.

5. A person who fails to comply with Paragraph 1 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00.

6. A person who fails to comply with Paragraph 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each violation of this Ordinance shall be considered a separate and distinct offense. In addition to the fines established by this paragraph, repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license issued to a business where the repeated violations occurred. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Paragraph 2 of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager or supervisor. "Person" may also include an employee or other designee that is present at the business but does not have the title of manager, supervisor, etc., but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

7. Should any provision, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

BE IT FURTHER ORDAINED that this emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Water Solution, Inc. (hereinafter referred to as the "Seller"), for Seller 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 Purchase. The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales 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; and a approval by the City Council, if applicable. An option to renew or continue purchasing goods 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. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination In Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

4. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller 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 Seller's employees.

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One and Hundred Five Thousand dollars and no/100 (\$105,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, 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. Insurance. If determined by the City to be appropriate and necessary, the Seller 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 Seller to adequately protect the City from any claims

Page 1 of 3

Sole Source – Goods (Jan. 2020)

Attachment: Water Solutions Sole Source Agreement (6453 : Water Solutions Sole Source Agreement)

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:** 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 Seller 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 Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

☐ **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 Seller 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 Seller and any subcontractor of the Seller 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.

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods 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.

11. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. **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.

13. **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 Seller.

14. Independent Contractor. The Seller 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 Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

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: _____

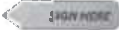
Witness

By: _____

Title: City Manager

Date: _____

Water Solutions, Inc.

By: Synda S. Haschak
 Witness 

By: [Signature] 
 Title: PRESIDENT
 Date: 1/5/2021

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC

1/13.2021

NALCO
An Ecolab Company

1601 W. DIEHL ROAD
NAPERVILLE, IL 60563-1198

Mr. Bill Nearpass
WATER SOLUTIONS

November 12, 2020

Ref: Distributor Territorial Exclusivity

Dear Bill,

I extend my thanks to you and the Water Solutions team for the hard efforts put forth in 2020 promoting and servicing our Purate customers in the SE US region. It has been a difficult year for everyone as we work hard to stay safe through COVID-19 pandemic while still supporting our important municipal customers.

Water Solutions has been a strong, long-term distributor partner promoting the Purate technology to municipal drinking water accounts for 20+ years. Nalco was pleased to extend the **Distributor and License Agreement** between Nalco Water and Water Solutions, and give Water Solutions territorial exclusivity for a sixteen (16) state region in the U.S., including Georgia, South Carolina, North Carolina, Virginia, and eastern TN to promote and sell PurateDW™, SVP-Pure™ Purate Chlorine Dioxide generators, and related spare parts for the municipal drinking water market. Nalco is very pleased with the growth, service support, and the professional customer support Water Solutions continues to exemplify in your exclusive territory.

Please let me know what I can do to further assist your efforts. I look forward to another long, strong tenure with Water Solutions being a valuable service partner to Purate™ and related equipment.

Kind regards,



Andy Deutscher

INDUSTRY TECHNICAL CONSULTANT, WPS & DISTRIBUTOR MANAGER - PURATE TECHNOLOGIES

NALCO Water | An Ecolab Company 4900 Ivey Road, BLDG 1000, Suite 1020, Acworth, GA 30101
M 470 233 3950 F 770 321 5847 E andy.deutscher@ecolab.com

NALCO Water
An Ecolab Company

Attachment: Water Solutions Sole Source Agreement (6453 : Water Solutions Sole Source Agreement)

Requisition # R207245JUSTIFICATION 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 Lake Murray WTP Division,

Purate - (sodium chlorate 40% / 5-8% peroxide); required for the production of
chlorine dioxide.

as a sole source procurement from Water Solutions, Inc.

based upon the following justifications Please see attached sole source memo
for justification of this request.

This sole source is valid through June 30, 2021

Amount \$ 105,000.00

Utilities, Lake Murray
Department

[Signature]
Signature of Department Head

12/8/2020

Date

Sandra A. Wright

Signature of Purchasing Agent

12/28/20

Date

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

[Signature]
Signature of Finance Director

12/29/20

Date

[Signature]
Signature of Asst. City Manager

01/04/21

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 (Form PUR 108201) Copy retained in Department's file. (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/pdf and any counterparts exchanged in this manner shall be considered originals.

Attachment: Water Solutions Sole Source Agreement (6453 : Water Solutions Sole Source Agreement)



Lake Murray WTP
102 Rocky Point Drive
Columbia, SC 29212

Attn: Trey Varn – Superintendent

Re: Lake Murray WTP Purate Chemical Pricing Trough June 30 2021 and Water Solutions Confirmation of Territorial Exclusivity

Trey,

In response to your December 3 request, please be advised of the following terms for Nalco Water Company Purate chemical purchases made through June 30, 2021:

1. The price for bulk supply of Purate chemical purchased through Nalco Water Company's Water Solutions distributorship in full 3800, gallon truckload quantity (approx. 44000 lbs.) is \$0.70/lb., delivered to the Lake Murray Water Treatment Plant. This price will apply to purchase orders placed beginning today, December 4, 2020, and will remain firm for acceptance of orders placed through June 30, 2021. Terms of Payment are Net 30 Days. Deliveries are scheduled to arrive approximately two (2) weeks after receipt of order.
2. Attached you will find a letter from Nalco Water Company that extends Water Solutions' exclusive territorial right in South Carolina to supply all things related to the Nalco Company proprietary Purate technology, including supply of Purate chemical, component parts to the Purate Generator system, and Water Solutions Quarterly onsite service commitment for Generator inspection and tune-up.

Trey, Water Solutions sincerely appreciates the business relationship we have maintained with you and your staff since start-up of your new CLO2 systems. If you have any questions on this price adjustment through the June 30, 2021 timeline, please do not hesitate to contact me.

Sincerely,

Bill Nearpass
Technical Consultant
Water Solutions Div. of Azure Water Services, LLC
Ph: 678-267-1056 (office); 404-915-3529 (mobile)
Email: billnearpass@gmail.com

Water Solutions a Division of Azure Water Services
280 Callegari Drive, West Haven, CT 06516
Tel. # (203) 377-8747 Fax # (203) 933-1751
www.watersolutions.us

Page 1 of 1

Attachment: Water Solutions Sole Source Agreement (6453 : Water Solutions Sole Source Agreement)

Churchich Recreation & Design, Inc.
T.S. Martin Park



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP006-20-21-NMJ: T.S. Martin Park.

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 Churchich Recreation & Design, Inc., (hereinafter referred to as the "Contractor"), to implement a new playground area at T.S. Martin Park for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services more fully described in Exhibit A, attached hereto. The Contractor 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 Contractor or recommended by the Contractor and approved by the City in writing.

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

Churchich Recreation & Design, Inc.
T.S. Martin Park

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of twelve (12) weeks. This Agreement shall expire, unless terminated earlier as provided for herein, on April 30, 2021, or at such time total compensation provided for herein is reached, whichever is later.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit A)
- A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed One Hundred Seventy-Nine Thousand, Nine Hundred Thirty-Six Dollars and No/100 (\$179,936.00).
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Churchich Recreation & Design, Inc.
T.S. Martin Park

C. Invoicing Procedure

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

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

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

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 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 Contractor or Subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. INDEMNIFICATION & INSURANCE

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

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

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

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

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per 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 Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the

Churchich Recreation & Design, Inc.
T.S. Martin Park

project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractors, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of

Churchich Recreation & Design, Inc.
T.S. Martin Park

Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractors Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Contractor shall procure a City of Columbia business license while performing services under this Agreement.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF CONTRACTOR** – The Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price

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T.S. Martin Park

which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

Churchich Recreation & Design, Inc.

Name: Sue Churchich
Title: Owner
Address: 20 Towne Drive PMB 186
Bluffton SC 29910
Phone: 843-757-3156
Fax: 843-757-3150
Email: sue@churchichrecreation.com

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

14. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

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

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

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision

Churchich Recreation & Design, Inc.
T.S. Martin Park

of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

15. TERMS AND CONDITIONS - FEDERAL FUNDING CONDITIONS: The Contractor must comply with the conditions of federal funding as follows:

- A. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Contractor shall comply with all applicable "Anti-Kickback"

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regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the subcontracting with such regulations, and shall be responsible for the submission of affidavits required of subcontracting thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- B. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.
- C. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Contractor shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Contractor shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- D. AMERICANS WITH DISABILITIES ACT: Contractor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Contractor and the activities to be performed by Contractor under the scope of this Agreement. If employing more than fifteen (15) employees, Contractor agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Contractor agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Contractor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.
- E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Contractor will comply with all applicable standards, orders, or regulations

Churchich Recreation & Design, Inc.
T.S. Martin Park

issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance.

- F. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the 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 on 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 and signed by both parties.
- G. The City will maintain oversight to ensure the Contractor performs in accordance with all terms, conditions and specifications. The Contractor will be responsible for performance of all services required by the Agreement.

Intentionally Left Blank

Churchich Recreation & Design, Inc.
T.S. Martin Park

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	Teresa Wilson, City Manager	

CHURCHICH RECREATION & DESIGN, INC.

		Date:
Print: Name/Title	Signature	

APPROVED AS TO FORM



Legal Department City of Columbia, SC

1/31/2021

Attachment: T.S. Martin Playground Agreement (6458 : T.S. Martin Park)

Churchich Recreation & Design, Inc.
T.S. Martin Park

List of Exhibits

Exhibit A – Scope of Services/Compensation

Exhibit B – Schedule for Completion of Services

Exhibit C – Business Information Statement for Subconsultants/Subcontractors

Exhibit D – Conditions of Federal Funding and Federal
Labor Standards Provisions for Contractors

Exhibit E – Conditions of Federal Funding and Federal
Labor Standards Provisions for Subrecipients

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

Churchich Recreation & Design**(CRD of Hilton Head, Inc)**

20 Towne Drive PMB 186

Bluffton, SC 29910

843-757-3156



Quote

ADDRESS

City of Columbia Park and Rec

1111 Parkside Dr

Columbia, SC 29203

SHIP TO

City of Columbia Park and

Rec

1111 Parkside Dr

Columbia, SC 29203

T.S. Martin Park

QUOTE # 2264RV1**DATE** 01/11/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Trek Fit	Bamboo Jungle, delivered	1	24,950.00	24,950.00T
Installation	Installation of the above	1	13,000.00	13,000.00
Installation	Installation of 373Square Yards of new asphalt bball court	373	22.00	8,206.00
Concrete	Installation of 2200 SF of concrete sidewalks, and pads 4" deep	2,200	10.00	22,000.00T
Poligon	NSL20x24MR gable roof shelter with multi rib roof, std colors, anchor bolts	1	18,225.00	18,225.00T
Freight	Shipping Charge	1	1,975.00	1,975.00T
Engineering	Engineering and Calcs	1	500.00	500.00
Installation	Installation of shelter	1	12,200.00	12,200.00
Bison	Elephant Play BT5000 Basketball tree	1	9,400.00	9,400.00T
Installation	Installation of bball hoop and striping	1	4,000.00	4,000.00
MREC	Miracle Recreation equipment-option 1 or 2	1	40,000.00	40,000.00T
Wood Fiber	Wood Fiber Surfacing Material (both Bamboo Jungle and Miracle options)	170	25.00	4,250.00T
Installation	Installation of play equipment, surfacing	1	10,000.00	10,000.00
Freight	Shipping Charge-MIRACLE ITEMS	1	1,450.00	1,450.00T

-Wabash/UrbanScape pricing good if ordered before 2/15/21

-Assumes SF for both asphalt and concrete is correct

-Assumes City of Columbia will excavate asphalt around basketball court and playground for sidewalk install and then the playground area excavate asphalt and soil an

SUBTOTAL

170,156.00

TAX

9,780.00

TOTAL**\$179,936.00**

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

additional 8" after concrete is installed

-Polygon pricing good until 3/6/21

-Assumes Elephant play will honor pricing with
Commission to Churchich

Accepted By

Accepted Date

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

Exhibit B – Schedule for Completion of Services

Proposed Schedule:

Approx. 4 weeks after order: Install Shelter footings and concrete sidewalks (prior to that all asphalt to be removed and area graded) Two areas on either side of the sidewalks to be left open for access to do excavation, etc. so that concrete does not get damaged by heavy equipment.

Approx. 8-9 weeks after order: Install basketball tree post, drain under playground, Miracle playground and bamboo jungle and asphalt (prior to this basketball court to be excavated and stone base installed and playground area to be excavated

Approx. 16 weeks after order: Install shelter and concrete pad for shelter and stripe basketball court

Exhibit C - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Trekfit Inc.	N/A	Bamboo Jungle	24,950	13.8	N/A	N/A
Porter Corp. 00-654-6154 DUNS 9J303 CAGE code	N/A	NSL Shelter	20,700	11.5	N/A	N/A
Zeager Bros., Inc. DUNS 00-852-0462 CAGE: 3V448	N/A	Engineered Wood Fiber	4250	2.4 %	N/A	N/A
Miracle Recreation Equipment Company, Inc. DUNS 061323358	N/A	Phyzics Nucleus	41,450	23	N/A	N/A
Elephant Play	N/A	Basketball Tree	9400	5.2	N/A	N/A
Inline Paving Industries, LLC DUNS 022635030 CAGE 7WOD5	N/A	Asphalt Paving	8206	4.6	N/A	N/A
L Squared Enterprises		Installation of equipment and shelter	61,200	34	N/A	N/A

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 170,156 (pre sales tax)

TOTAL CONTRACT AMOUNT: \$ 179,936 includes tax

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

Business Name: Churchich Recreation & Design

Representative Name/Title: Sue Churchich, Pres.

Date: 1/12/21

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Trekfit Inc.
Company Name

7000 F Boulevard Industriel Chambly, Quebec J3L 4X3
Physical Address

same
Mailing Address

City/State Zip Code + 4

(514) 447-8884 () _____
Phone number Fax number

Eric Tomeo _____
Primary Contact Name Secondary Contact Name

eric@trekfit.ca _____
Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Porter Corp.
Company Name

4240 136th Ave
Physical Address

same
Mailing Address

Holland MI 49424
City/State Zip Code + 4

(616) 888-3513 () _____
Phone number Fax number

Bob Arent _____
Primary Contact Name Secondary Contact Name

Bob.Arent@portercorp.com Ben.Judy@portercorp.com

Primary Contact Email Address

Secondary Contact Email Address

38-1751629

Federal ID #

Vendor #

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

Zeager Bros., Inc.
Company Name

4000 E. Harrisburg Pike

same

Mailing Address

Middletown PA 17057

City/State Zip Code + 4

(800) 296-9227 ext 14

Phone number

()

Fax number

James Moore

Primary Contact Name

Secondary Contact Name

JMoore@zeager.com

Primary Contact Email Address

Secondary Contact Email Address

23-1687543

Federal ID #

Vendor #

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

Miracle Playground Equipment Company,
Inc
Company Name

878 E. Hwy 60

Physical Address

PO Box 734154 Dallas TX 75373-
4154

Mailing Address

Monett MO 65708-9210

City/State Zip Code + 4

(417) 354-2234

Phone number

()

Fax number

Kevin Walker

Primary Contact Name

Secondary Contact Name

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

_Kevin.Walker@playpower.com_____

Primary Contact Email Address Secondary Contact Email Address

_43-1595099_____

Federal ID # Vendore #

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

_Elephant Play_____

Company Name

_11800 Adolphe-Caron Ave Montreal, Quebec H1E 7J3_____

Physical Address

Mailing Address

City/State Zip Code + 4

(_514_____) _852-3319_____ (_____) _____

Phone number Fax number

_Catherine De Seve-Fortier_____

Primary Contact Name Secondary Contact Name

info@elephantplay.com_____

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

_Inline Paving Industries, LLC_____

Company Name

_161 Church View Court_____

Physical Address

_same_____

Mailing Address

_Lexington SC 29073_____

City/State Zip Code + 4

(_803_____) _996-0565_____ (_803_____) _356-0655_____

Phone number Fax number

_Robert Mack_____

Primary Contact Name Secondary Contact Name

_ inlinepaving@live.com _____
 Primary Contact Email Address Secondary Contact Email Address

_ 26-2943745 _____
 Federal ID # Vendor #

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

_ L Squared Enterprises, LLC _____

_ 3304 Calibre Creek Pkwy _____
 Physical Address

_ same _____
 Mailing Address

_ Roswell GA 30076 _____
 City/State Zip Code + 4

(_ 770 _____) _ 558-0924 _____ (_____) _____
 Phone number Fax number

_ Michael Lynch _____
 Primary Contact Name Secondary Contact Name

_ michael@lsquaredplaygrounds.com _____
 Primary Contact Email Address Secondary Contact Email Address

_ 81-2355216 _____
 Federal ID # Vendor #

EXHIBIT - D



**City of Columbia
Community Development Department**

Conditions of Federal Funding and Federal Labor Standards Provisions For Contractors

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)



CONDITIONS OF FEDERAL FUNDING for Contractors

HUD FEDERAL GRANT REQUIREMENTS AND DAVIS BACON ACT

Forms, requirement information and Community Development required documents that must be complete to meet Federal Guidelines for this Grant Funded project shall be available upon request, posted online and/or attached to this document.

DAVIS BACON

The Contractor and any Subcontractors agree to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor and any Subcontractors shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Contractor and any Subcontractors for review upon request.

SECTION 3

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Contractor, the Subcontractor and any of the Subcontractor's Subcontractor's. Failure to fulfill these requirements shall subject the Contractor, the Subcontractor and any of the Subcontractor's Subcontractor's, their successors and assigns, to the sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with the requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is an activity assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the activity area and contracts for work in connection with the activity be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the activity is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction activity are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded activity is located; where feasible, priority should be given to low- and very low-income persons within the service area of the activity or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing

rehabilitation, housing construction, or other public construction activity are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded activity is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs.

ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. **No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed** and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance **cannot** be reimbursed. The City is responsible for providing the Subrecipient the HUD required Environmental Clearance Authorization.

NOTWITHSTANDING any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Columbia of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Columbia's determination to proceed with, modify or cancel the project based on the results of subsequent environmental review.

USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

DRUG-FREE WORKPLACE

As a Sub-grantee of CDBG funds, and in connection with public services offered, the Contractor agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that the Contractor shall maintain an environment free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits the Contractor from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the activities to be performed by the Contractor under the scope of this Agreement. If employing more than fifteen (15) employees, the Contractor agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Contractor agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT - E



**City of Columbia
Community Development Department**

Conditions of Federal Funding and Federal Labor Standards Provisions For Subrecipients

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

Revised 8/22/2018

CONDITIONS OF FEDERAL FUNDING for Subrecipients

A. RELIGIOUS ACTIVITIES 24 CFR 570.200 (j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(j)(1)(2)(3).

B. POLITICAL ACTIVITIES 24 CFR 570.207

SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME 24 CFR 570.500, 570.504

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

DISPOSITION OF PROGRAM INCOME

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 570.600

SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. **No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed** and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance **cannot** be reimbursed. The City is responsible for providing the Subrecipient the HUD required Environmental Clearance Authorization.

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

SUBRECIPIENT shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607 SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in

connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT 24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

24 CFR 570.609 This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS – 2 CFR PART 200 - SUBRECIPIENT shall comply with the requirements and standards of this Super Circular.

12. CONFLICT OF INTEREST 24 CFR 570.611 This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP) Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a Subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the

illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

Compliance with Federal Regulations: The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

Attachment: T.S.Martin Playground Agreement (6458 : T.S. Martin Park)

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

COLUMBIA-RICHLAND COMMUNICATIONS

"We will be there when you need us the most."



"One Mission, One Message, One Columbia"

INTEROFFICE MEMORANDUM

TO: Henry M. Simons, Assistant City Manager
FROM: Jacquelyn Richburg, Interim Director
DATE: December 07th, 2020
RE: Trittech Software Systems Invoice

To Whom It May Concern,

Attached is the invoice from Central Square (formally TriTech) that will require your review and approval. This is for the 911 CAD software annual maintenance renewal and will continue service until 11/30/2021.

Thank you for your kind consideration in the matter,

Jacquelyn Richburg
JR/fn



Reviewed 12/31/2020

[Signature]

An Accredited Communications Agency

1800 Laurel Street/ Columbia, South Carolina 29201/ (803) 988-8005/ Fax (803) 255-8127
Form #2006-009 2/6/06 Rev. 11/6/06 11/6/08



December 15, 2020

Columbia Richland 911 Communications Center (CRCC)
2020 Hampton St.
Columbia, SC 29202

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which will expire on November 30, 2020. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. **This Renewal of Software Support Agreement Amendment and applicable support fees must be signed, paid and returned by December 30, 2020** to avoid any interruptions in the software support and maintenance services provided by TriTech.

Payment

For your convenience, we have enclosed an invoice for the full amount of \$277,602.12 for the TriTech Support Services Renewal Fees covering 12-month period, beginning December 1, 2020 through November 30, 2021.

The Support Renewal Agreement for TriTech Support Services is based upon the attached TriTech Software License Products and Fees (Invoice 299623).

If you have any questions or would like to add additional software and/or services, please contact your Customer Success Manager at (800) 727-8088.

**COLUMBIA-RICHLAND 911
COMMUNICATIONS CENTER
ACCEPTED AND AGREED:**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TRITECH SOFTWARE SYSTEMS

Signature: _____
DocuSigned by:
David Gai
AE461C20244446B...

Printed Name: David Gai

Title: Chief Customer Officer

Date: 12/15/2020

Page 1 of 2

TriTech Software Systems, a CentralSquare Technologies, LLC Company
1000 Business Center Drive
Lake Mary, Florida 32746

APPROVED AS TO FORM
[Signature]
Legal Department/City of Columbia, SC

Packet Pg. 78

Attachment: APPROVED - Columbia-Richland Renewal Notice Amendment - TriTech (6414 : 2020-2021 Tri-Tech Software Systems Annual

Invoice

6.b



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice No
299623

Date
11/24/2020

Page
1 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Columbia-Richland 911 Communications Center (CRCC), SC
Jacquelyn Richburg
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Ship To

Columbia-Richland 911 Communications
Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/24/2020

	Description	Units	Rate	Extended
Contract No. Q-21617				
1	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Links Streets Utility Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,118.95	\$4,118.95
2	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Interface Manager License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,372.99	\$1,372.99
3	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR AVL Interface (New Custom) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$12,356.84	\$12,356.84
4	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee DR ANI/ALI Interface License (Positron) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,471.36	\$2,471.36
5	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Dispatcher/Call Taker SWL's (Remote backup-disaster site) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,942.74	\$4,942.74
6	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Dispatcher/Call Taker Client SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$65,903.13	\$65,903.13
7	Inform CAD Auto Dispatch Annual Maintenance Fee - Annual Maintenance Fee Dispatch Rules Module (included in base CAD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
8	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Custom MDC Interface License (VisionAir Mobile - CPD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$30,754.79	\$30,754.79

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15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/24/2020

	Description	Units	Rate	Extended
9	Inform Mobile Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Custom MDC Interface License (Motorola PMDS-RCSO) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$11,533.04	\$11,533.04
10	Controlling Dispatcher Module Annual Maintenance Fee - Annual Maintenance Fee Controlling Dispatcher Module (included in base CAD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
11	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (Zoll) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,118.95	\$4,118.95
12	Inform CAD Disaster Recovery Position License Annual Maintenance Fee - Annual Maintenance Fee Local Back-up Server SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,745.96	\$2,745.96
13	NCIC/State Message Switch Server Software - Inform RMS Annual Maintenance Fee NCIC/State Message Switch Server SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$13,729.82	\$13,729.82
14	NCIC/State Query Position for Inform CAD Annual Maintenance Fee - Annual Maintenance Fee NCIC/State Query User Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,256.24	\$4,256.24
15	Standard Alpha Numeric Paging Interface Annual Maintenance Fee - Annual Maintenance Fee Paging Interface License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,471.36	\$2,471.36
16	Inform CAD Protocol Annual Maintenance Fee - Annual Maintenance Fee Protocol Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,059.48	\$2,059.48

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15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/24/2020

	Description	Units	Rate	Extended
17	Inform CAD Quickest Path Module Annual Maintenance Fee - Annual Maintenance Fee Quickest Path Unit Recommendation Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$10,709.25	\$10,709.25
18	Inform CAD Disaster Recovery Position License Annual Mainten - Annual Maintenance Fee Remote Back-up Server SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,745.96	\$2,745.96
19	Inform CAD Snapshot Module Annual Maintenance Fee - Annual Maintenance Fee Snapshot Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$686.49	\$686.49
20	Inform CAD Standard Operating Procedure (SOP) Annual Mainten - Annual Maintenance Fee SOP Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,059.48	\$2,059.48
21	Standard EMD Integration Annual Maintenance Fee - Annual Maintenance Fee Standard EMS Integration Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$3,032.67	\$3,032.67
22	Std Inform CAD Motorola MCC 7500 Console Radio Interface Ann - Annual Maintenance Fee Standard Inform CAD Motorola MCC 7500 Console Radio Interface Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$3,177.73	\$3,177.73
23	Std Push-to-Talk Interface (Motorola Gold Elite and MACOM on - Annual Maintenance Fee Standard Push to Talk Interface License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$5,491.93	\$5,491.93
24	Inform CAD System Status Management (SSM) Module Annual Main - Annual Maintenance Fee System Status Management Module (included in base CAD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00

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	Description	Units	Rate	Extended
25	Inform CAD Test or Training System (Add On) Annual Maintenance Fee - Annual Maintenance Fee Test/Training Client SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$6,590.31	\$6,590.31
26	Inform CAD Test or Training System (Add On) Annual Maintenance Fee - Annual Maintenance Fee Test/Training Server SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,745.96	\$2,745.96
27	Inform CAD Unit Swap Module Annual Maintenance Fee - Annual Maintenance Fee Unit Swap Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$686.49	\$686.49
28	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee VisiCAD Primary Server Multi Agency License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$8,237.89	\$8,237.89
29	Inform CAD Browser Annual Maintenance Fee - Annual Maintenance Fee VisiNet Browser Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$6,864.91	\$6,864.91
30	Inform Browser Reports Module Annual Maintenance Fee - Annual Maintenance Fee VisiNET Browser Reports Module (included in new sales) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
31	Inform CAD Administrator Position License Annual Maintenance Fee - Annual Maintenance Fee Administrator Client SWL Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,372.99	\$1,372.99
32	Std Inform CAD OuterLink Flight Following Integration Annual - Annual Maintenance Fee Advanced Timers-Flight Following Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,372.99	\$1,372.99

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	Description	Units	Rate	Extended
33	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee ANI/ALI Interface License (Positron) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,471.36	\$2,471.36
34	Arcserve High Availability for Enterprise OS Servers - Comme - Annual Maintenance Fee Archive & Reporting Server License (Replication) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$5,080.03	\$5,080.03
35	Inform Mobile AVL Only Device License Annual Maintenance Fee - Annual Maintenance Fee AVL Interface (New Custom) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$12,356.84	\$12,356.84
36	Arcserve High Availability for Enterprise OS Servers - Gover - Annual Maintenance Fee CA Arcserve High Availability for Enterprise OS Servers, Includes 3 Years Support/Maintenance - Production, Hot Standby and Disaster Recovery Servers Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$5,057.33	\$5,057.33
37	Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee CAD Mapping Support Fees Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$604.80	\$604.80
38	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (Firehouse RMS for CFD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,118.95	\$4,118.95
39	Standard External Systems to Inform CAD Data Transfer - Perm - Annual Maintenance Fee Closed Record Download RMS Data Transfer Interface (visionAir RMS to CPD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,118.95	\$4,118.95

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	Description	Units	Rate	Extended
40	Inform CAD Documents and Attachments Module Annual Maintenance - Annual Maintenance Fee File Attachments Module for Test/Training Environment for CAD & Mobile Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$617.84	\$617.84
41	Inform CAD Documents and Attachments Module Annual Maintenance - Annual Maintenance Fee File Attachments Module for Production Environment (CAD & Mobile) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,059.48	\$2,059.48
42	Inform CAD Documents and Attachments Module Annual Maintenance - Annual Maintenance Fee File Attachments Module for Disaster Recovery Environment for CAD & Mobile Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$617.84	\$617.84
43	Event Playback (GIS Playback) Module Annual Maintenance Fee - Annual Maintenance Fee Event Playback Module Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,059.48	\$2,059.48
44	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee GIS Link for Response Aera Polygons Import Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,372.99	\$1,372.99
45	Inform CAD Disaster Recovery Position License Annual Maintenance - Annual Maintenance Fee DR Interface Manager License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,372.99	\$1,372.99
46	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR Custom MDC Interface License (VisionAir Mobile - CPD) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$5,491.93	\$5,491.93
47	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee DR Custom MDC Interface License (Motorola PMDS-RCSO) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$5,491.93	\$5,491.93

Invoice

6.b



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice No
299623

Date
11/24/2020

Page
7 of 7

Bill To
Columbia-Richland 911 Communications Center (CRCC), SC
Jacquelyn Richburg
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Ship To
Columbia-Richland 911 Communications
Center (CRCC), SC
Columbia-Richland 911 Comm Center
Attn. Adam Demars
2020 Hampton St PO BOX 192
Columbia SC 29202
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15743	Columbia-Richland 911 Communications Center (CRCC), SC		USD	Net 30	12/24/2020

	Description	Units	Rate	Extended
48	Inform CAD GeoFile Cross Reference Module Annual Maintenance - Annual Maintenance Fee Geofile Cross Reference Module (point in polygon) Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,677.32	\$2,677.32
49	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee DR Paging Interface License Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,471.36	\$2,471.36
50	Escrow Fee - Annual Subscription Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$950.00	\$950.00

Please include invoice number(s) on your remittance advice,
made payable to Tritech Software Systems

Subtotal \$277,602.12

Tax \$0.00

ACH:

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$277,602.12

Check:

12709 Collection Center Drive

Chicago, IL 60693

Payments Applied \$0.00

Balance Due \$277,602.12

Attachment: APPROVED - Columbia-Richland Renewal Notice Amendment - TriTech (6414 : 2020-2021 Tri-Tech Software Systems Annual

ORDINANCE NO.: 2020-101*Annexing 1215 Shop Road, Richland County TMS #11210-01-02*

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, ____ day of _____, 2020, 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 an interim land use classification of Industrial (IND), interim zoning of Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.01 and contains 1.86 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11210-01-02

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-101

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as Parcel A, containing 1.86 acres, more or less, as shown on a plat prepared for Hood Real Estate Investments, LLC by Associated E&S, Inc., dated September 5, 2019 and recorded on 10/9/19 in Plat Book 2435 at Page 3453 of the Richland County Records.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: October 22, 2020
 RE: **Property Address:** 1215 Shop Road
Richland County TMS#: 11210-01-02
Owner(s): Hood Real Estate Investments, LLC
Current Use: Vacant Warehouse
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Programs; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

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

Planning & Development Services staff will see to it that this matter is placed on the **November 2, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

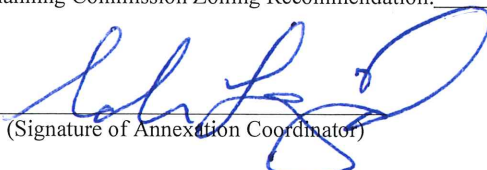
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph 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
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 1215 Shop Road)



Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed Interim FLU: IND

7.a

Legend

-  CITY LIMITS
-  PARCELS
-  Cand680_0_47ac
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CA - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TJS - Transitional/Sensitive Lands



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:

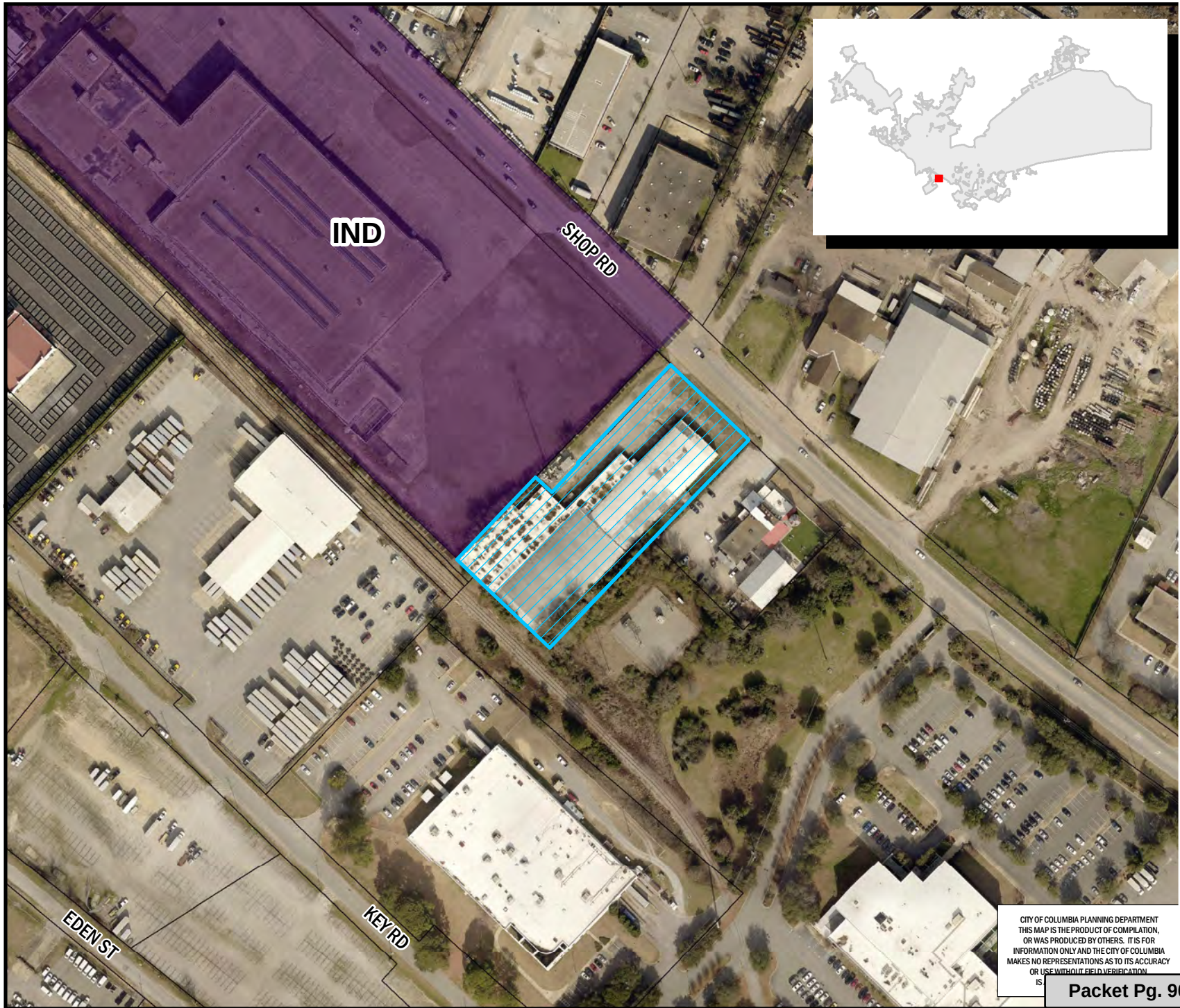
This map was prepared by:

Shane Shaughnessy

Date: 10/21/2020



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
IS

Packet Pg. 90

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Zoning Map

Department of Planning &
Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. Zoning: M-1, Proposed Interim Zoning: M-1

7.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
October 21, 2020

DISCLAIMER:
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Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

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

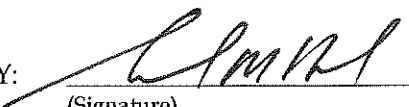
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All of that piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as Parcel A, containing 1.86 acres, more or less, as shown on a plat prepared for Hood Real Estate Investments, LLC by Associated E&S, Inc dated September 5, 2019 and recorded on 10/9/19 in Plat Book 2435 at Page 3453 of the Richland County Records.

Richland County TMS: 11210-01-02

Property Address: 1215 Shop Road

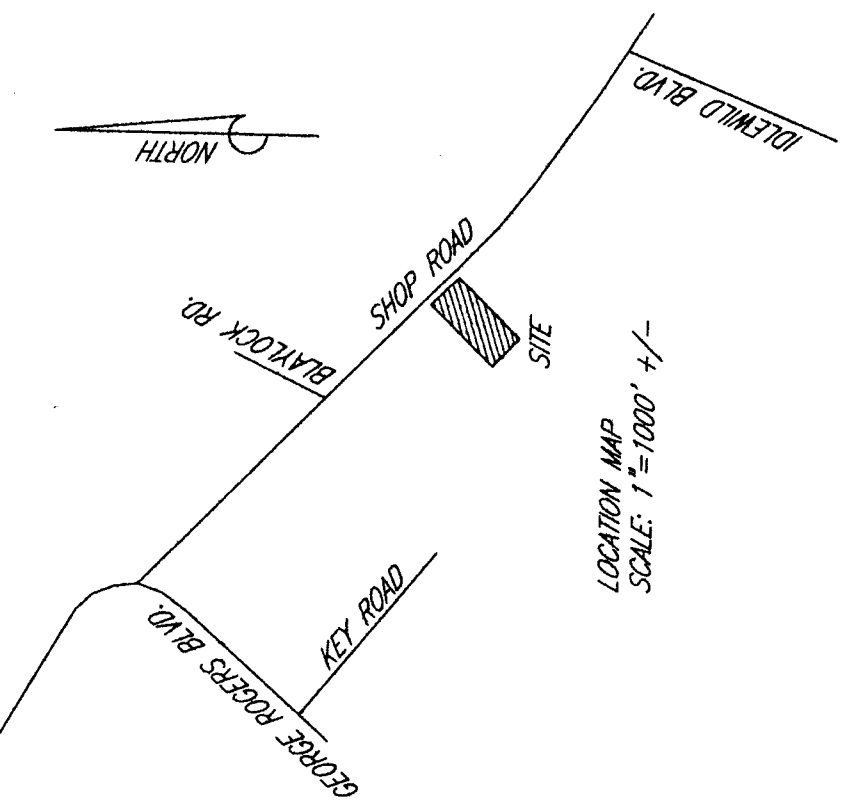
Hood Real Estate Investments, LLC

BY: 
 (Signature)

Date: 10-13-20

Samuel M. Hood
 (Print or Type Name)

ITS: President
 (Print or Type Title)



LOCATION MAP
SCALE: 1"=1000' +/-

N / F
VOLITARI REAL ESTATE HOLDINGS, LLC
TMS 11209-02-12

CENTERLINE OF RAIL TRACK

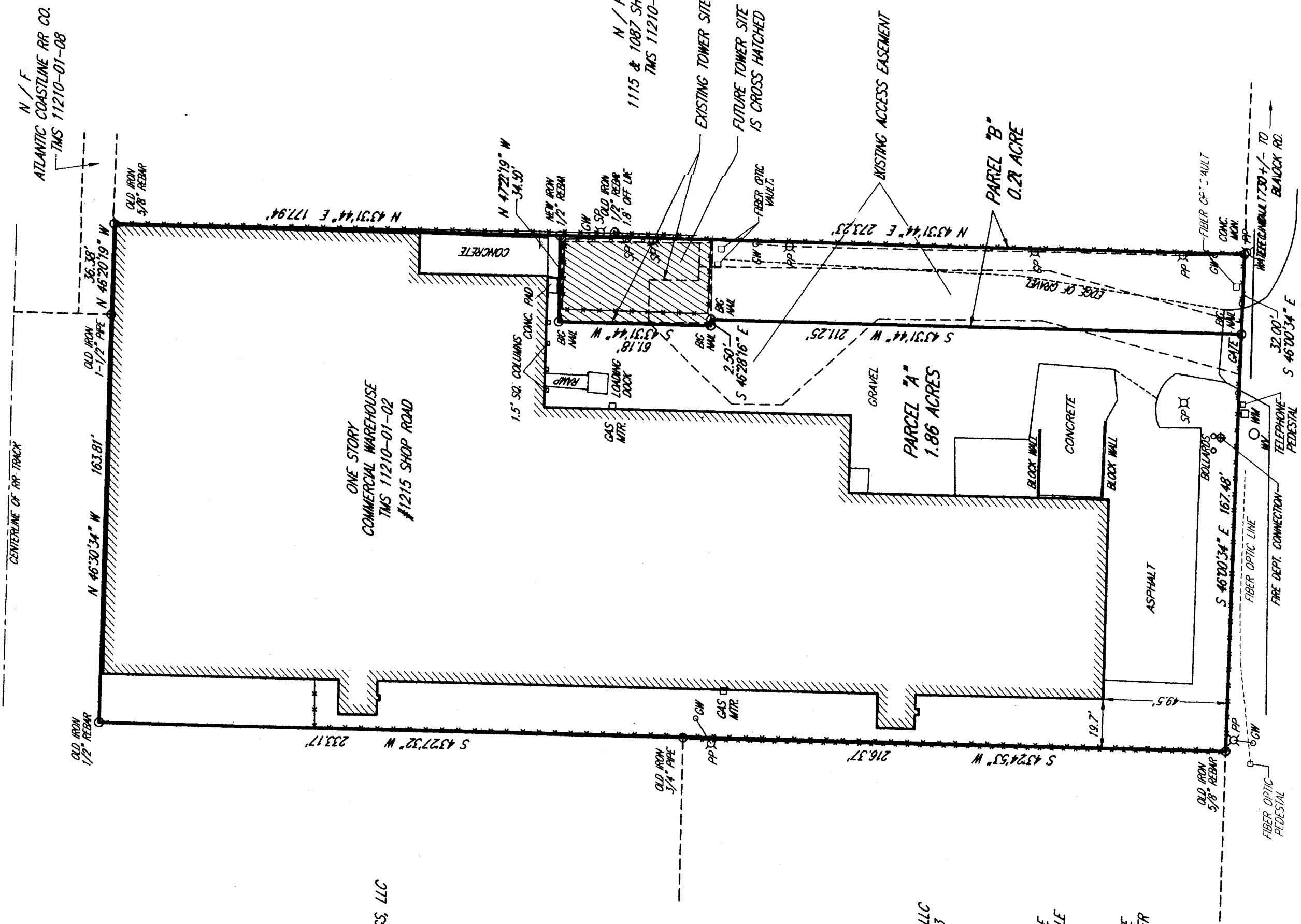
N / F
ATLANTIC COASTLINE RR CO.
TMS 11210-01-08

N / F
VOLITARI REAL ESTATE HOLDINGS, LLC
TMS 11209-02-12

N / F
1115 & 1087 SHOP RD, LLC
TMS 11210-01-01

N / F
IMCT55 ENTERPRISE, LLC
TMS 11210-01-03

- LEGEND:
- PP - POWER POLE
 - SP - SERVICE POLE
 - GP - GUY POLE
 - GW - GUY WIRE
 - LP - LIGHT POLE
 - WV - WATER VALVE
 - WM - WATER METER



SHOP ROAD
75' RIGHT-OF-WAY

EASEMENTS:
MAY BE SUBJECT TO:
SCREGG ESMIT, BK 102, P. 701
SCREGG ESMIT, BK 1727, P. 1376
SOUTHERN BELL ESMIT, BK 201, P. 394

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD HAZARD AREA AS SHOWN ON COMMUNITY PANEL NO. 450170, MAP NO. 45063C 0357L DATED DEC. 21, 2017.

PLAT PREPARED FOR
HOOD REAL ESTATE INVESTMENTS, LLC
SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

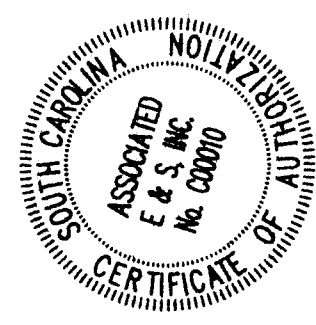
SCALE: 1" = 40'
DATE: SEPT. 5, 2019

REFERENCES:
1. RICHLAND COUNTY TAX MAP SHEET 11210-01-02
2. PLAT PREPARED FOR REGEN LIVING MB, LLC BY COX AND DIMMONS, INC. DATED JUNE 10, 2019.

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

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

[Signature]
LARRY W. SURRY, S.C. P.L.S. NO. 3724
ASSOCIATED E & S, INC.
800 WOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 - PH. 791-1550



PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING

Date: 9/30/19
RCF #: AD19-128
Signature: *[Signature]*

Book 2435-3453
201907341 10092019 15 1712 580
Fee \$25.00 County Tax \$0.00 State Tax \$0.00
201907341 John T. Hopkins II
Richland County R.O.D.



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.	
Applicant:	Hood Real Estate Investments, LLC	
Staff Recommendation:	Approval	
PC Recommendation:	11/02/2020; Approval (8-0)	
Annexation, 1 st Reading:	11/17/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	12/01/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/19/21: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/02/21: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/19/21: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/02/21: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant Warehouse
Proposed Use: Commercial
Reason for Annexation: Available tax benefit
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed Interim City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed Interim City Zoning: Light Industrial District (M-1)
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

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

Police

This address is next to property that is already annexed in the city limits so it will not be a burden on our resources. However, as with most annexations, we find that the proposed annexation may result in an increased number of calls for

service, and we estimate the cost to serve this property to be **approximately \$700 a year**, based on calls to similar properties within the City limits. There have been zero calls for service at the property over the last year.

Fire

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

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

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

We recommend annexation of this proposed office/warehouse for a construction company, located within a Primary Donut Hole as designated in the Urban Service Area plan. The property owner is seeking Bailey Bill approval on this property recently listed on the National Register of Historic Places, and the estimated real estate tax revenue generated will be approximately **\$5,100 per year**, based on the current tax rate and value estimates.

* 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.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other

impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

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

The proposed City of Columbia interim 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 annex the property, assign an interim future land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed Interim FLU: IND

7.b

Legend

-  CITY LIMITS
-  PARCELS
-  Cand680_0_47ac
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CA - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TJS - Transitional/Sensitive Lands



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:

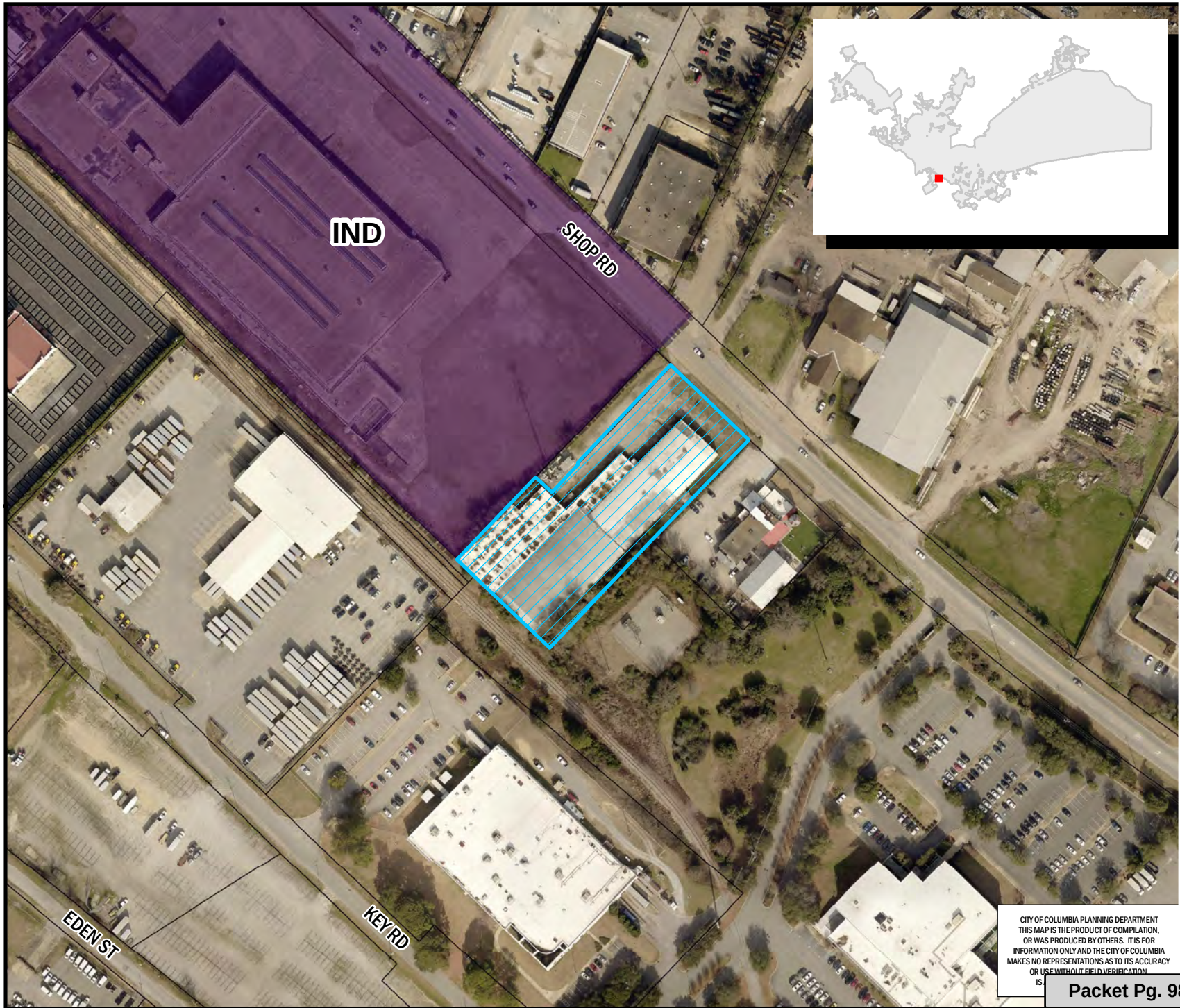
This map was prepared by:

Shane Shaughnessy

Date: 10/21/2020



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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IS

Packet Pg. 98

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: AO-ANNEX-2020-0023_Shop1215 (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Zoning Map

Department of Planning &
Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. Zoning: M-1, Proposed Interim Zoning: M-1

7.b

Legend

PARCELS

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



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 21, 2020

DISCLAIMER:

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Attachment: AO-ANNEX-2020-0023_Shop1215 (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Packet Pg. 99

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

±0.47 acre portion of 680 Candi Lane; TMS# 07208-03-06(p)

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.
Applicant:	Saluda River Partners
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.47 acres

Current Use: Vacant

Proposed Use: Vacant

Reason for Annexation: Saluda Riverwalk

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Neighborhood Commercial (NC)

Proposed City Zoning: Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP)

Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Planning & Development Services

We recommend approval of the annexation of this +/- 0.47 acre portion of this parcel. This property is located within a Primary Donut Hole within the Urban Service Area plan.

A portion of the nearly complete Saluda Riverwalk, a part of the Three Rivers Greenway, will cross this property. The majority of this parcel was annexed over three different timeframes, in 1971 (Ord. 1971-010), in 1976 (Ord. 1976-022), and 1985 (Ord. 1985- 043); at some point after these annexations the many parts that comprise the current

consolidated. Afterward, City maps showed the combined parcel as being inside the City limits yet the Tax Assessor's records indicated it was outside of the City. This annexation request is the result of the reconciliation of these conflicting records and the need to accommodate the greenway project. While there is the possibility of future development on the site, there is currently not any development planned except for the greenway. Thus, **anticipated revenue would be minimal but the cost of serving the property has already been assumed by the City.**

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Broad River Road Corridor & Community Master Plan* (2010), adopted by Richland County, and is located specifically within the Greystone Boulevard

Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Open Space for the property (page 32), and the subject property is not located within a half mile radius of the proposed notes set forth within the plan along the Broad River Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) and Neighborhood Commercial District (C-2) to the North, General Commercial District (C-3) to the East, Development District (D-1) to the South, and Single Family Residential District (RS-1) to the West.

The proposed City of Columbia zoning district is Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign a future land use classification of Urban Edge Mixed Residential District (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

Legend

CITY LIMITS

PARCELS

Candi680_0_47ac

UCMR-1 - Urban Core Mixed Residential - 1

UCMR-2 - Urban Core Mixed Residential - 2

UCMR-3 - Urban Core Mixed Residential - 3

UEMR - Urban Edge Mixed Residential

UCMF - Urban Core Multi-family

UEMF - Urban Edge Multi-family

UCR-1 - Urban Core Residential Small Lot

UCR-2 - Urban Core Residential Large Lot

UER-1 - Urban Edge Residential Small Lot

UER-2 - Urban Edge Residential Large Lot

UCAC-1 - Urban Core Neighborhood Activity Center

UCAC-2 - Urban Core Community Activity Center

UCAC-3 - Urban Core Regional Activity Center

UEAC-1 - Urban Edge Community Activity Center

UEAC-2 - Urban Edge Regional Activity Center

AC-1 - Neighborhood Activity Corridor

AC-2 - Community Activity Corridor

AC-3 - Regional Activity Corridor

EC - Employment Campus

IND - Industrial

TU - Transportation & Utilities

SIA - Sports/Amusement

CA - Civic/Institutional

CBA - Central Business Area

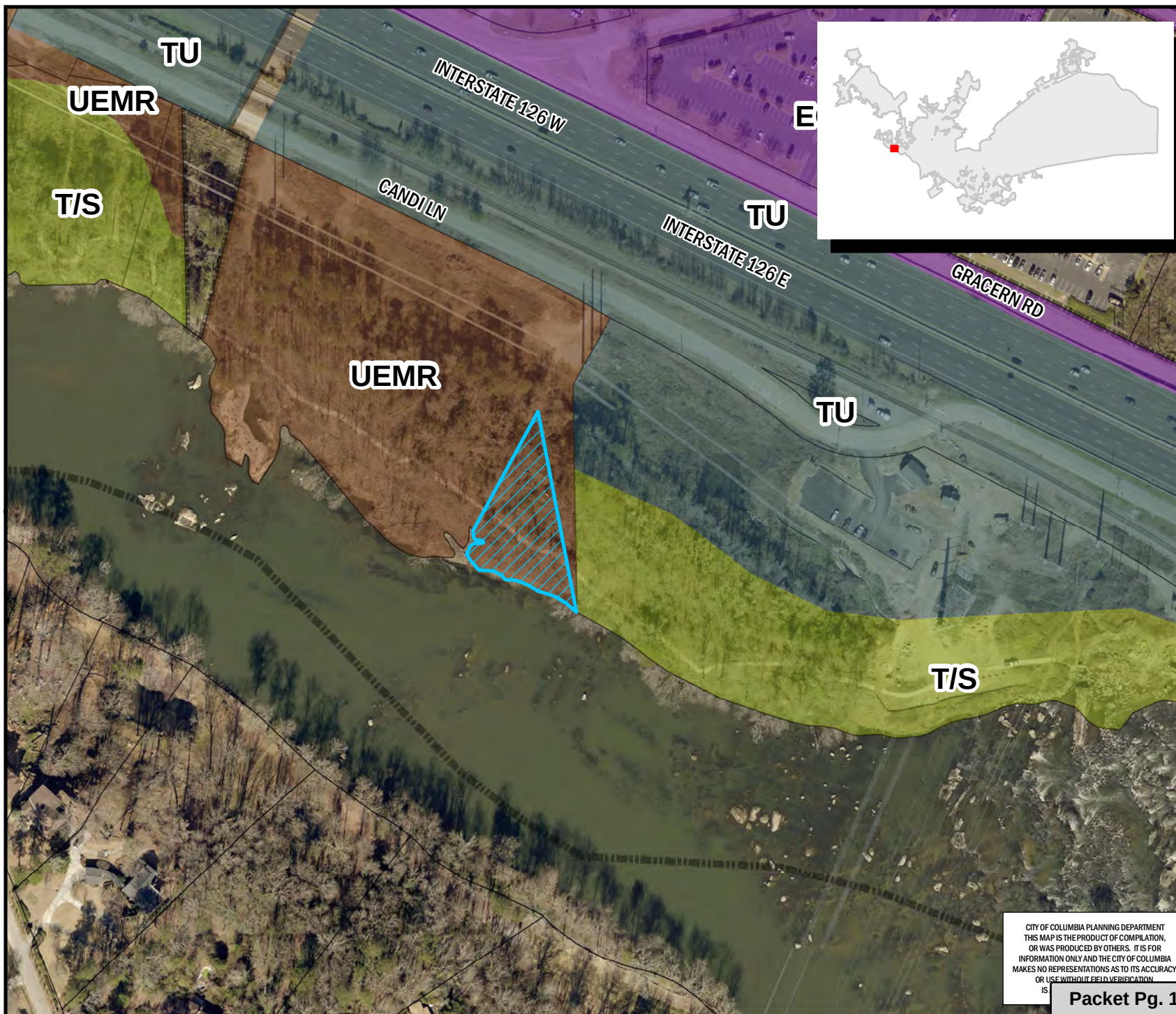
ZOO - Riverbanks Zoo & Garden

UIC - Universities/Colleges

FJ - Fort Jackson

T/S - Transitional/Sensitive Lands

0 50 100 200 Feet



+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p);
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR

8.a

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/21/2020



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Packet Pg. 104

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0022_Candi680_0.47acportion_council (6424 : ANNEXATION,

Zoning Map

Department of Planning & Development Services

+/-0.47 acre portion of 680 Candi Lane, TMS# 07208

8.a

Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2, -FP

Legend

PARCELS

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

0 50 100 200 Feet



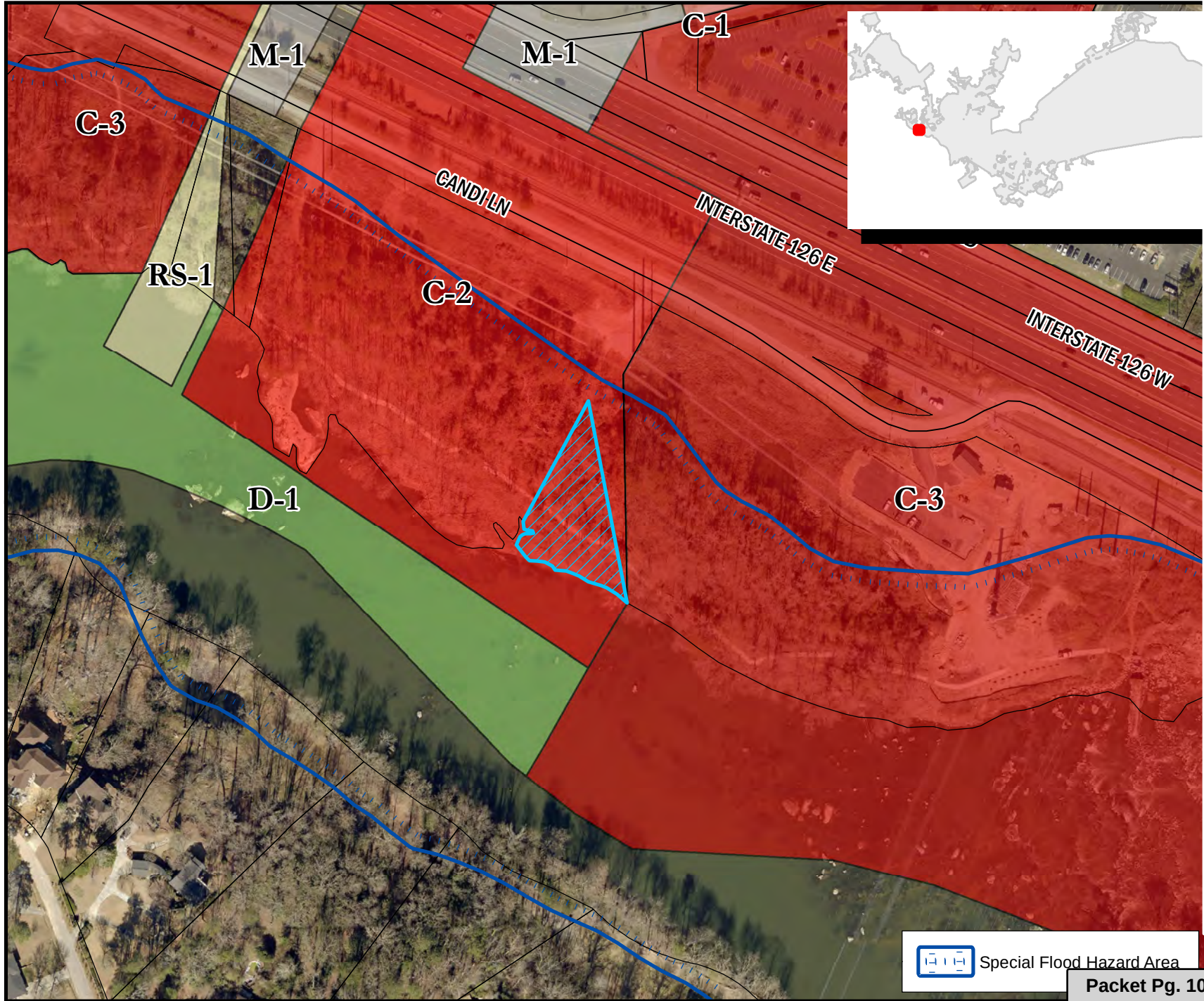
ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 21, 2020

DISCLAIMER:
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We Are Columbia



Special Flood Hazard Area

Packet Pg. 105

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0022_Candi680_0.47acportion_council (6424 : ANNEXATION,

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

ORDINANCE NO.: 2021-004

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

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR), zoned Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 104.03 and contains 0.47 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07208-03-06(p)

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-004

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 5.01 acres, more or less, and shown and designated as block 03, lot 06 on Richland County Tax Map 07208. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting the portions of said parcel annexed into the City of Columbia on April 17, 1985 by Ordinance No.: 85-43; on July 21, 1976 by Ordinance No.: 76-22 and on June 2, 1971 by Ordinance No.: 70-20.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: October 22, 2020
 RE: **Property Address:** ± 0.47 acre portion of 680 Candi Lane
Richland County TMS#: 07208-03-06 (portion)
Owner(s): Saluda River Partners
Current Use: Vacant Commercial
Proposed Use: Vacant Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Neighborhood Commercial (C-2) in a Flood Protective Overlay (-FP)
Reason for Annexation: Saluda Riverwalk / Donut Hole - Primary
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **November 2, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

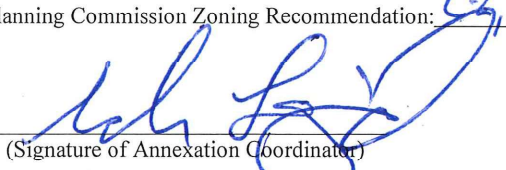
Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 8 - 0

on 11/2/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-2 -FP (Zoning classification) by 8 - 0

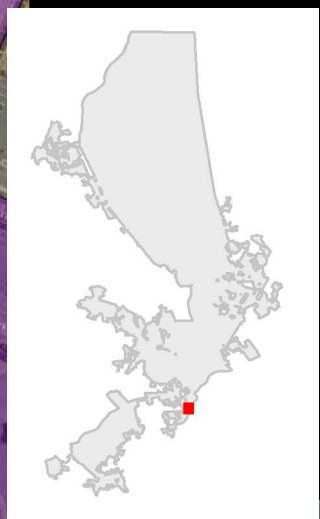
on 11/2/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p); Existing Rich. Co. FLU: Mixed Residential (High Density), 1

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR



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**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

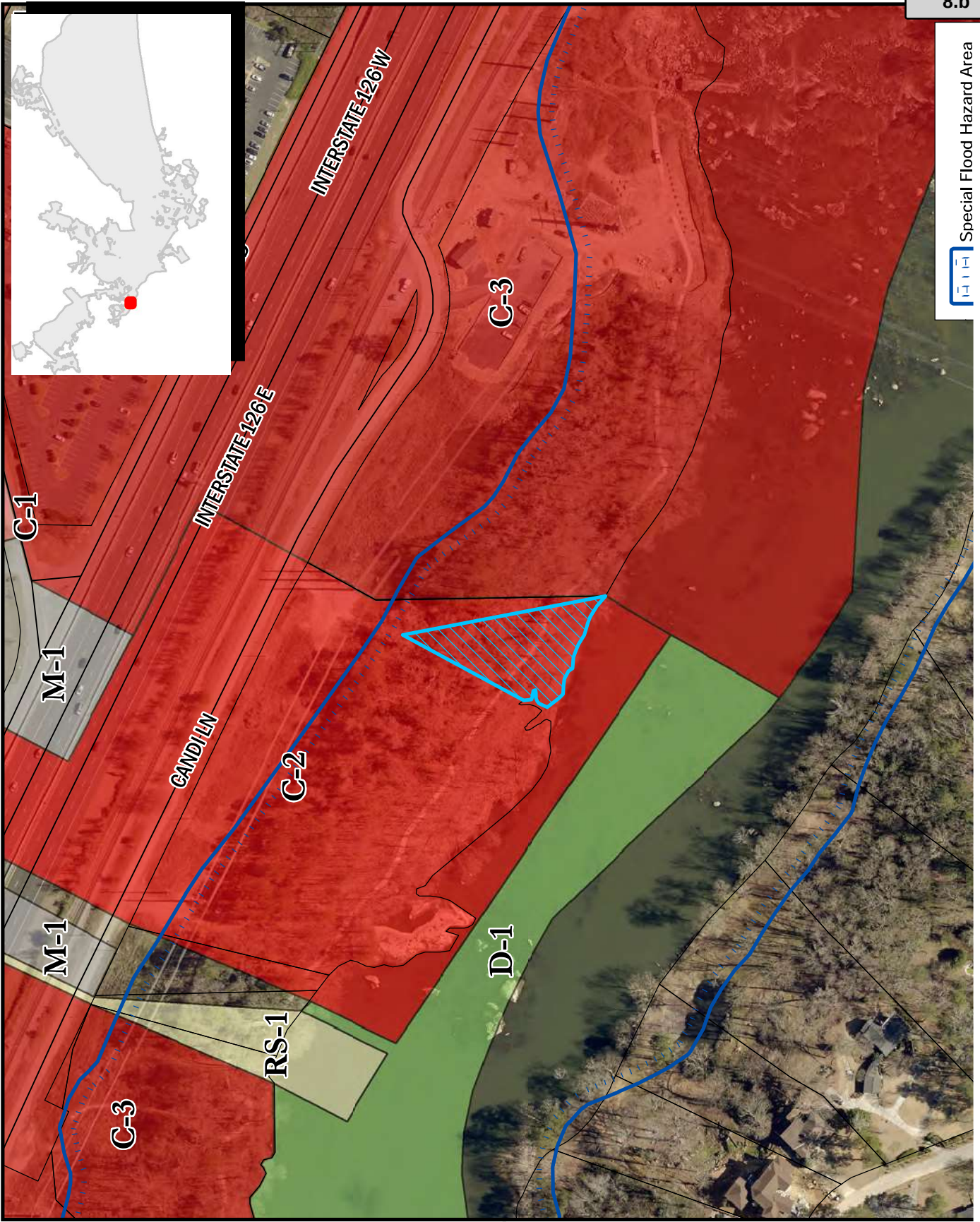


Packet Pg. 112

Zoning Map

Department of Planning & Development Services

+/-0.47 acre portion of 680 Candi Lane, TMS# 07208-03-06(p);
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2, -FP



Legend

PARCELS

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

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 21, 2020

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Packet Pg. 113

8.b

Special Flood Hazard Area

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

** DATA SOURCE : CITY OF COLUMBIA, GIS DIVISION

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

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 5.01 acres, more or less, and shown and designated as block 03, lot 06 on Richland County Tax Map 07208. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting the portions of said parcel annexed into the City of Columbia on April 17, 1985 by Ordinance No. 85-43; on July 21, 1976 by Ordinance No. 76-22; and on June 2, 1971 by Ordinance No. 70-20.

Richland County TMS: 07208-03-06 (portion)

Property Address: ± 0.47 acre portion of 680 Candi Lane

Saluda River Partners

BY: Cathy V Gardner
 (Signature)

Date: 10/6/2020

Cathy V Gardner
 (Print or Type Name)

ITS: Owner, Major Partner
 (Print or Type Title)

Attachment: 2021-004 annex-incorporate 0.47 ac 680 Candi Lane (6424 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: +/-

Packet Pg. 115

07208



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street;
TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13**

Council District: 2

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

Applicant: University of South Carolina

Staff Recommendation: Approval

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

ZPH, 1st Reading: 01/19/2021; Pending

2nd Reading: 02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.43 acres

Current Use: Institutional

Proposed Use: Institutional

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

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

Current County Zoning: Light Industrial (M-1)

Proposed City Zoning: Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP)

Census Tract: 28 and 27

DETERMINATION FOR CITY SERVICES

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

Police

This property is owned by the University of South Carolina, which has its own police force. The USCPD has the primary responsibility to respond to incidents on this property, thus it will not be a burden on our resources.

Fire

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

Solid Waste

There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering

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

Water Customer Care

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

Planning & Development Services

The University of South Carolina is relocating some functions of their Facilities Department to a portion of this site due to the construction of the Greene Street Bridge. **We recommend approval** of the annexation of these properties, as they are located within designated Primary Donut Holes in the Urban Service Area plan. As the property is owned by the University of South Carolina, there is **no property tax revenue anticipated**.

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map, as shown on the enclosed map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Community Activity Corridor (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal

and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and services uses.

Primary Types

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

Secondary Types

- Multi-family Small & Medium

Tertiary Types

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

Urban Core Neighborhood Activity Center (UCAC-1)

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

Primary Types

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

Secondary Types

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

Urban Core Mixed Residential Type 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant uses, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

Primary Types

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

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017), a joint planning effort adopted by the City of Columbia and Richland County. The plan contains a number of infrastructure-related recommendations to improve multimodal accessibility, enhance water quality, redirect train traffic and volumes, and develop community placemaking. The plan makes specific recommendations to revise the future land use map (page 31), these recommendations are implemented in the proposed assignment of land use classifications above. The plan recommends a revised concept for Assembly Street (page 74) which includes the provision of off-street multimodal facilities. It also proposes a reconnection of Heyward Street across Assembly Street and the railway (page 65), near some of the subject property.

Currently, a NEPA analysis of railroad separation options is being conducted by SCDOT, with a number of preliminary alternatives identified, some of which may directly impact the subject property or access thereto.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the West, South, and East and Light /industrial District (M-1) and Planned Unit Development-Commercial District (PUD-C) to the North.

The proposed City of Columbia zoning district is Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP).

Light Industrial District (M-1)

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

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Flood Protective Area (-FP)

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

controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

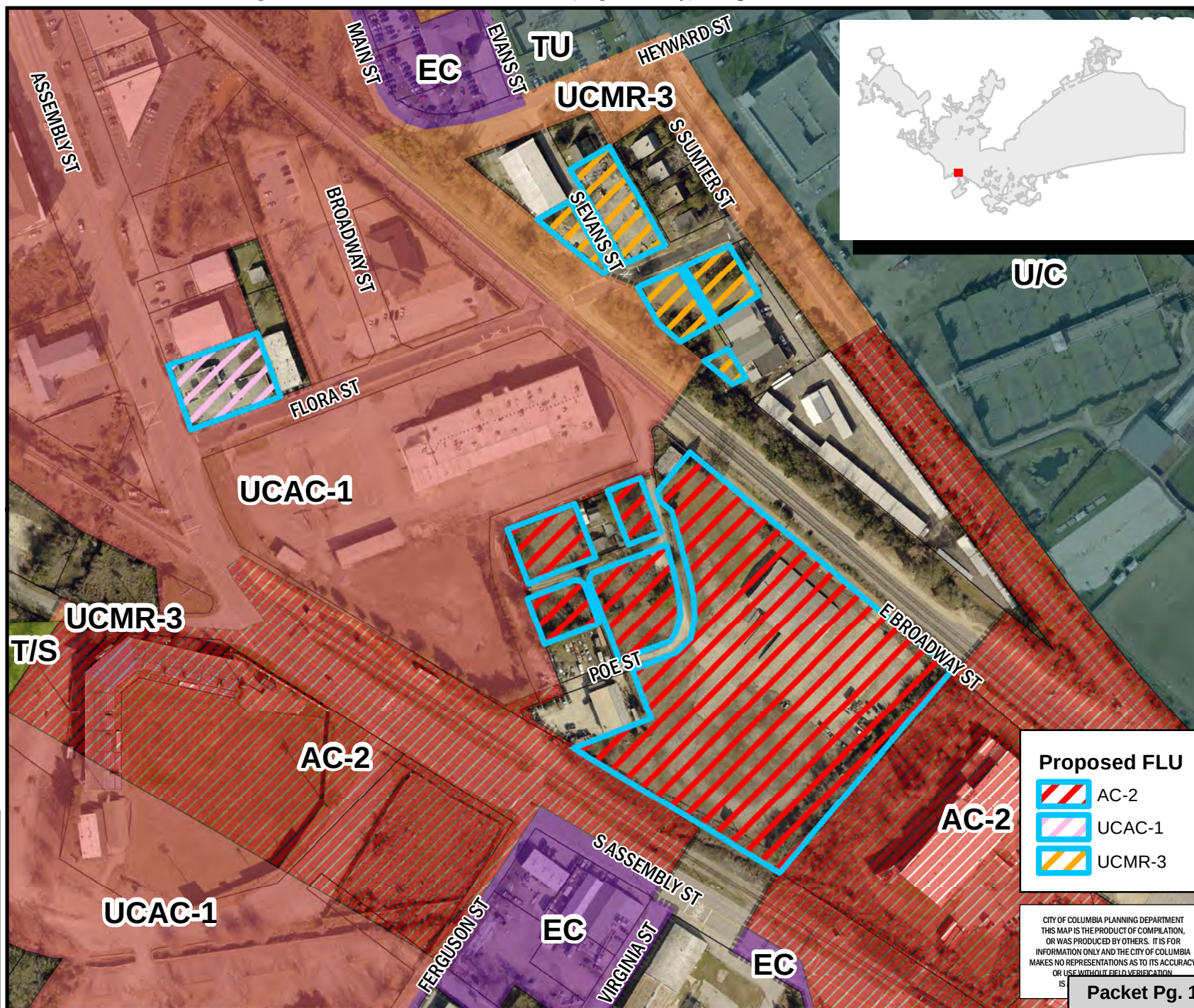
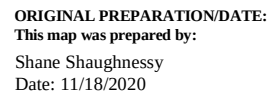
STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign future land use classifications of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) as shown on the enclosed map, and assign zoning of Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP) at the time of annexation.



**Department of Planning &
Development Services**

9.a



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.

Packet Pg. 122

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0025_UofSCProperties_council (6426 : ANNEXATION, COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

Legend

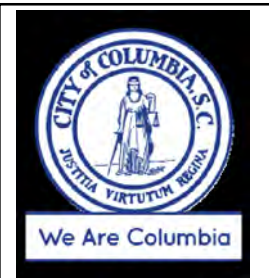
PARCELS

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

0 60 120 240 Feet

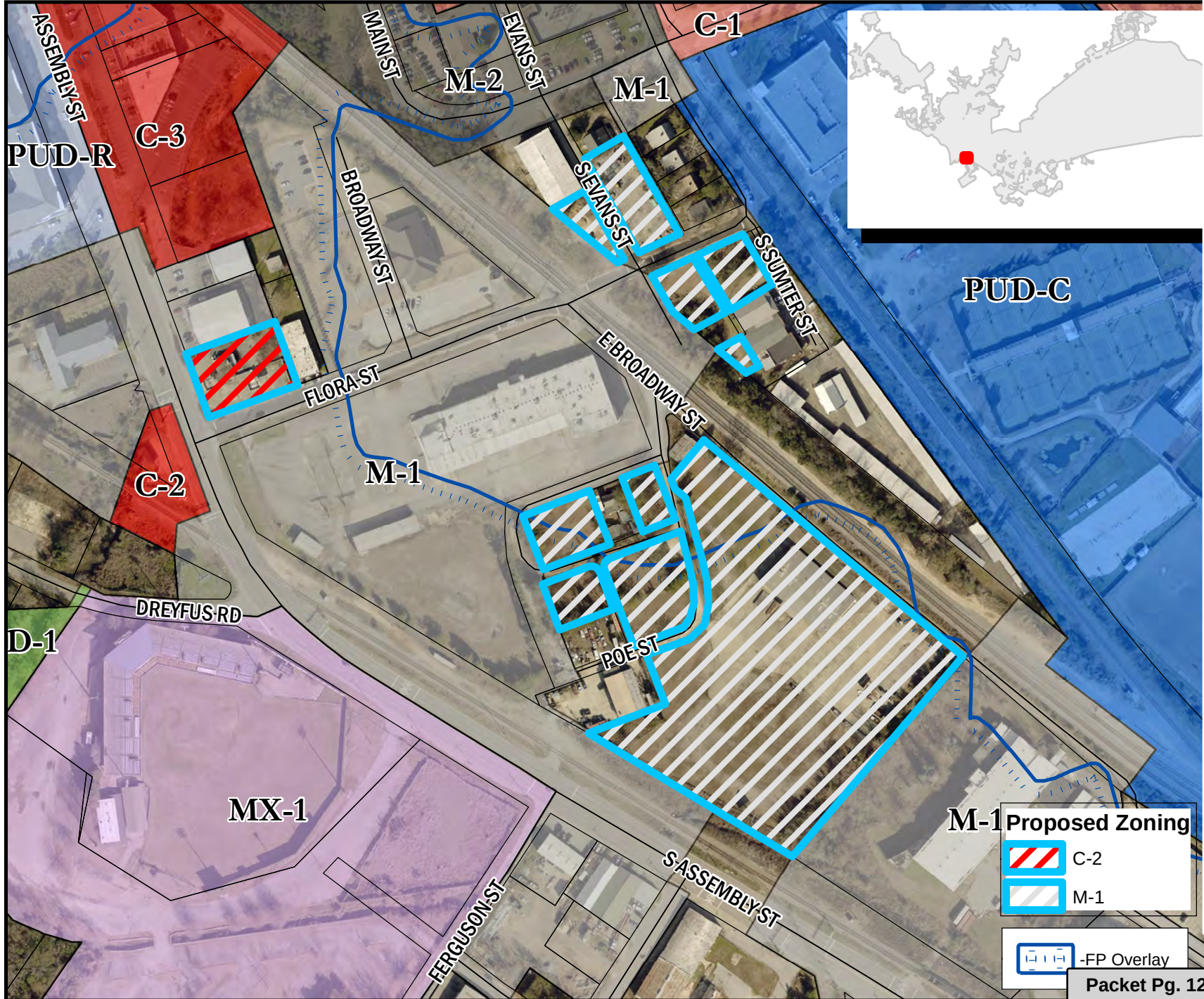
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

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.



1 E Broadway St, 11 Poe St, 15 E Broadway St, 12 Et Broadway St, 16 Poe St, 10 Poe St, 108 S Evans St, 108 S Evans St, 109 S Evans St, 202 S Evans St, 204 S Evans St, 205 Sumter St, 214 S Evans St, 216 S Evans St, and 130 S Assembly St;
TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13
Existing Rich. Co. Zoning: M-1, Proposed Zoning: M-1 and M-1, -FP and C-2, -FP

9.a

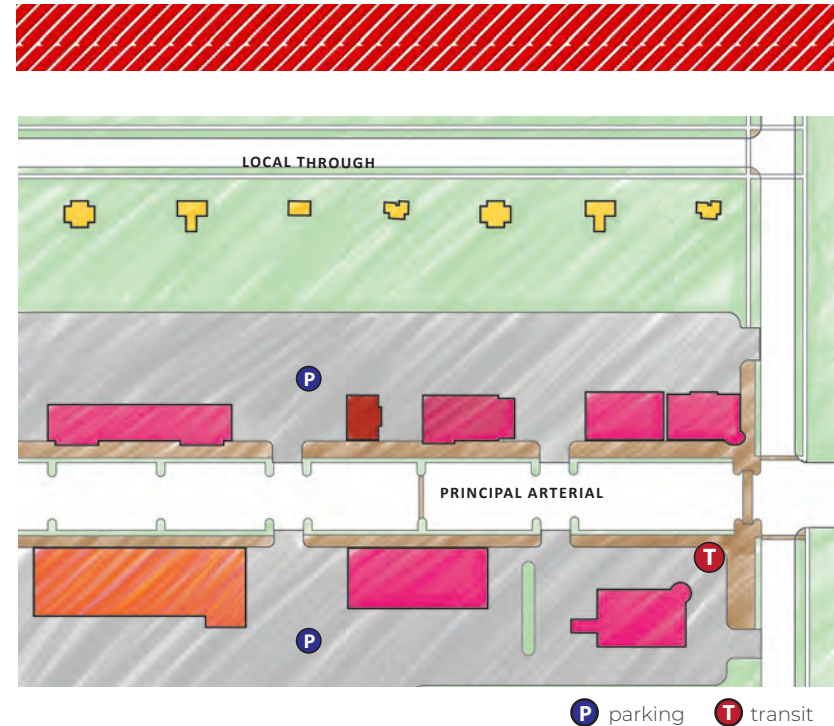


Attachment: ANNEX-2020-0025_UofSCProperties_council (6426 : ANNEXATION, COMPREHENSIVE PLAN

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

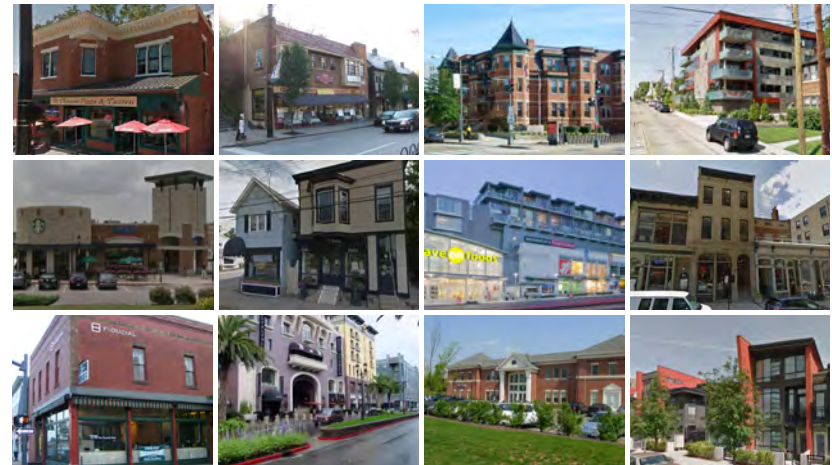
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

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



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small



parking areas behind the building; activity center parking may be shared in small lots.

- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

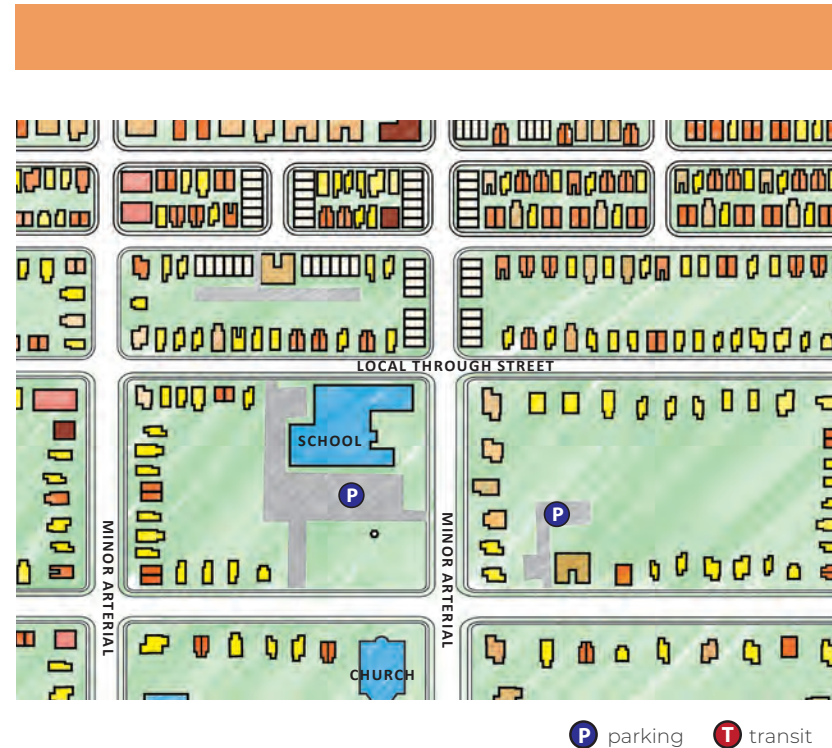
SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.



Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

ORDINANCE NO.: 2021-006

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

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3), zoned Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 28 and 27, and contains 8.43 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-007

ALL those certain eleven (11) pieces, parcels, or tracts of land, together with the improvements thereon, situate, lying and being near the City of Columbia in Richland County, South Carolina, and being more fully shown and delineated as "PARCEL A", containing 0.51 acres, more or less, "PARCEL C", containing 0.32 acre, more or less, "Parcel D", containing 0.16 acre, more or less, "PARCEL E", containing 0.55 acre, more or less, "PARCEL F", containing 0.22 acre, more or less, "PARCEL G", containing 5.62 acres, more or less, "Parcel H", containing 0.13 acre, more or less, "PARCEL I", containing 0.39 acre, more or less, "PARCEL J", containing 0.23 acre, more or less, "PARCEL K", containing 0.24 acre, more or less, and "PARCEL L", containing 0.06 acre, more or less, on that certain plat prepared for University of South Carolina by Larry W. Smith, S.C. P.L.S. No. 3724, with Associated E&S, Inc. dated November 30, 2017, recorded on February 16, 2018 in the Richland County Register of Deeds Office in Book 2281 at Page 71 (the "Plat"). Reference to said Plat being craved for a more complete and accurate description, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 19, 2020

RE: **Property Address:** 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, 130 South Assembly Street
Richland County TMS#: 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, 11301-04-13
Owner(s): University of South Carolina
Current Use: Institutional
Proposed Use: Institutional
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2), Urban Core Mixed Residential (UCMR-3), and Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1), a portion within a Flood Protection Area (-FP) and Neighborhood Commercial (C-2), a portion within a Flood Protection Area (-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 2
Census Tract: 28 and 27

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

Planning & Development Services staff will see to it that this matter is placed on the **December 7, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2, UCMR-3, UCAC-1 (Land Use classification) by 8-0

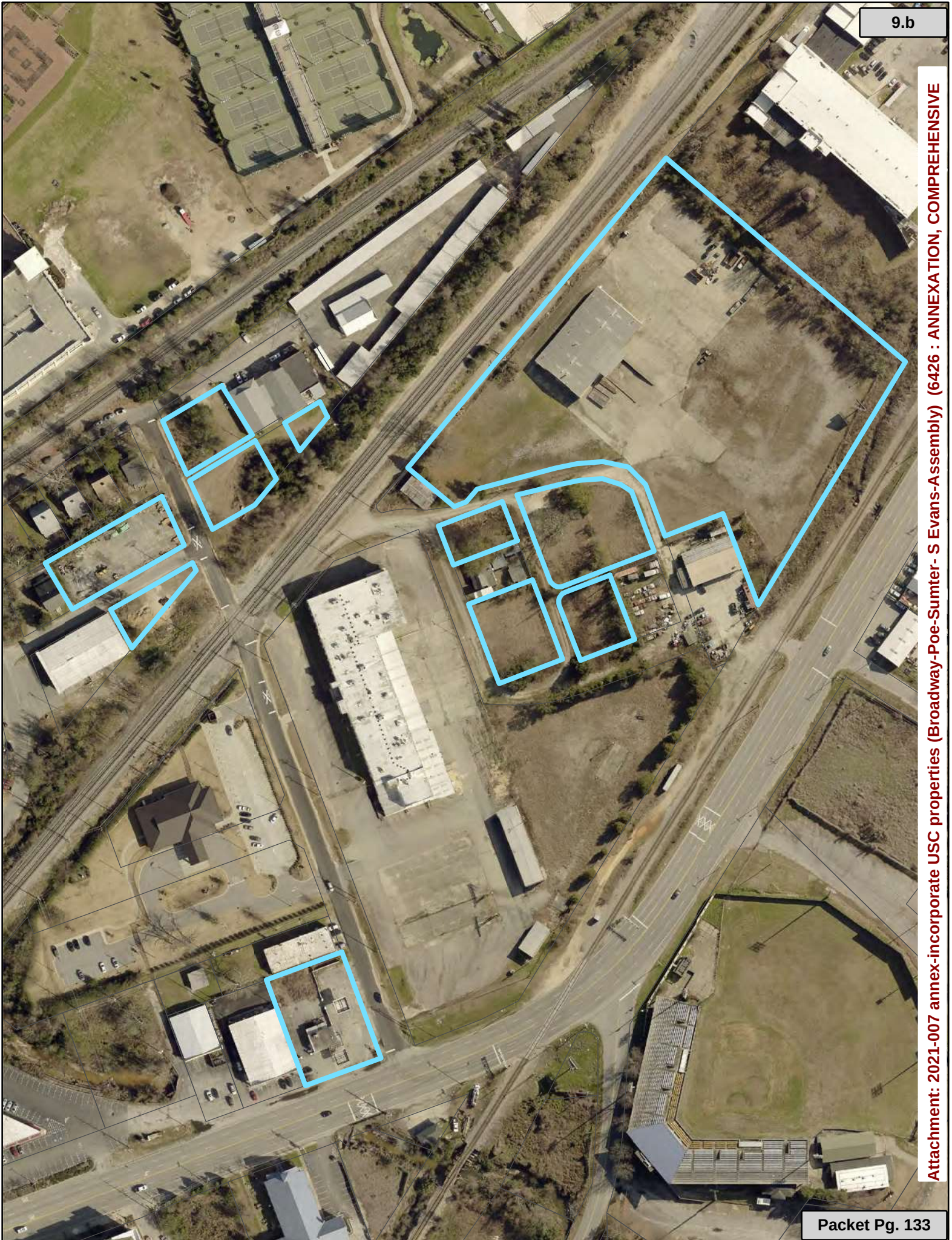
Planning Commission Zoning Recommendation: M-1; M-1, -FP; C-2; C-2, -FP (Zoning classification) by 8-0

on 12/7/20 (mm/dd/yyyy).

on 12/7/20 (mm/dd/yyyy).

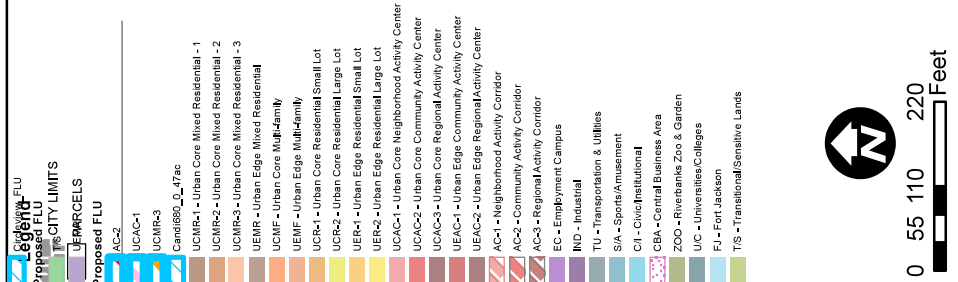
(Signature of Annexation Coordinator)

Attachment: 2021-007 annex-incorporate USC properties (Broadway-Poe-Sumter- S Evans-Assembly) (6426 : ANNEXATION, COMPREHENSIVE



Future Land Use Map

Department of Planning & Development Services



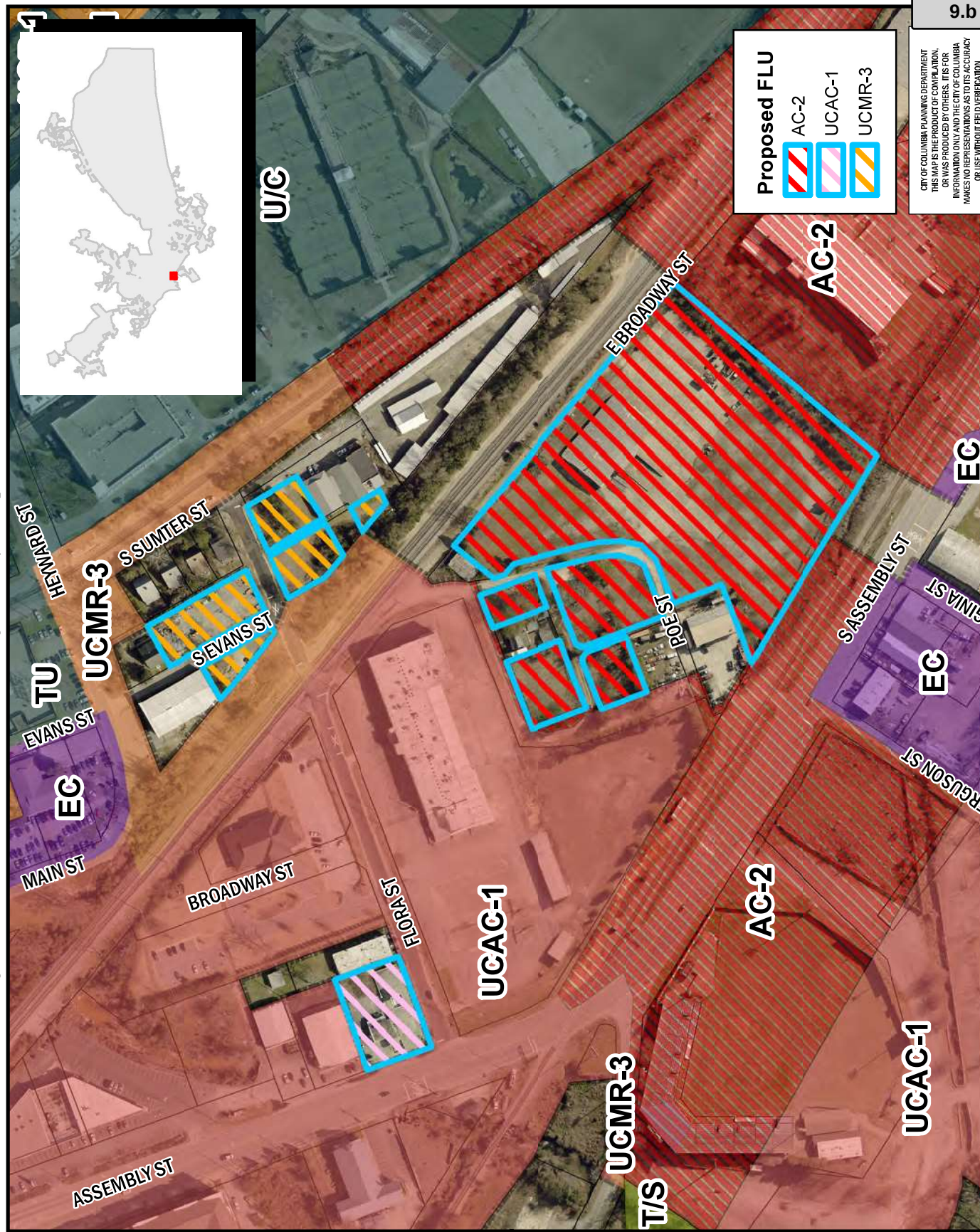
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020



Packet Pg. 134

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: AC-2, UCAC-1, and UEMR-3

1 E Broadway St, 11 Poe St, 15 E Broadway St, 12 Et Broadway St, 16 Poe St, 108 S Evans St, 108 S Evans St, 108 S Evans St, 109 S Evans St, 202 S Evans St, 204 S Evans St, 205 Sumter St, 214 S Evans St, 216 S Evans St, and 130 S Assembly St; TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13



Proposed FLU

- AC-2
- UCAC-1
- UCMR-3

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9.b

Attachment: 2021-007 annex-incorporate USC properties (Broadway-Poe-Sumter- S Evans-Assembly) (6426 : ANNEXATION, COMPREHENSIVE

** DATA SOURCE - CITY OF COLUMBIA - GIS DIVISION

Zoning Map

Department of Planning & Development Services

Legend

PARCELS

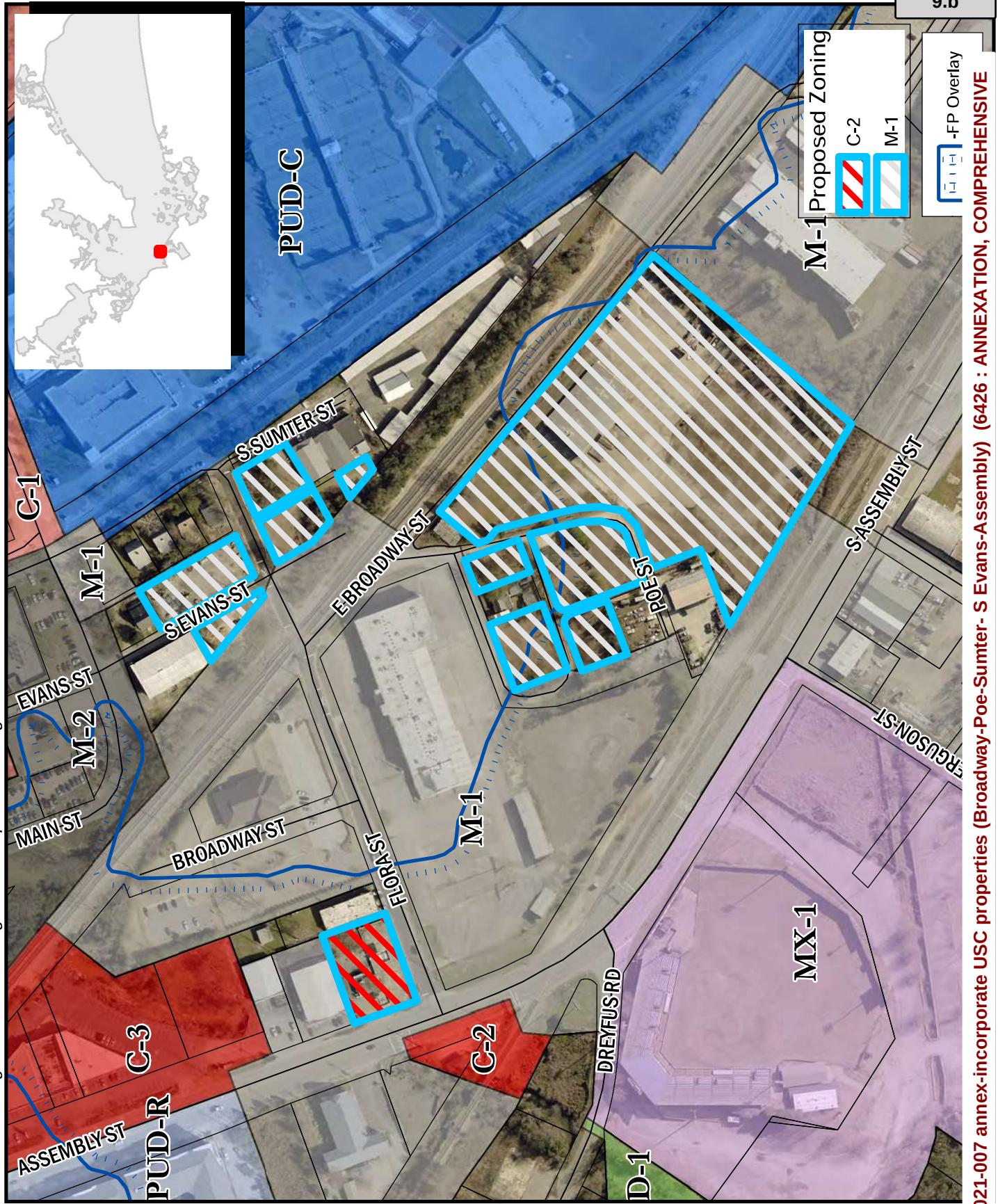
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

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Packet Pg. 135



9.b

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13
Existing Rich. Co. Zoning: M-1, Proposed Zoning: M-1 and M-1, -FP and C-2, -FP

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

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

Property Description: ALL those certain eleven (11) pieces, parcels, or tracts of land, together with the improvements thereon, situate, lying and being near the City of Columbia in Richland County, South Carolina, and being more fully shown and delineated as "PARCEL A", containing 0.51 acres, more or less, "PARCEL C", containing 0.32 acre, more or less, "Parcel D", containing 0.16 acre, more or less, "PARCEL E", containing 0.55 acre, more or less, "PARCEL F", containing 0.22 acre, more or less, "PARCEL G", containing 5.62 acres, more or less, "Parcel H", containing 0.13 acre, more or less, "PARCEL I", containing 0.39 acre, more or less, "PARCEL J", containing 0.23 acre, more or less, "PARCEL K", containing 0.24 acre, more or less, and "PARCEL L", containing 0.06 acre, more or less, on that certain plat prepared for University of South Carolina by Larry W. Smith, S.C. P.L.S. No. 3724, with Associated E&S, Inc. dated November 30, 2017, recorded on February 16, 2018 in the Richland County Register of Deeds Office in Book 2281 at Page 71 (the "Plat"). Reference to said Plat being craved for a more complete and accurate description, be all measurements a little more or less.

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Property Addresses: 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, 130 South Assembly Street

University of South Carolina

BY: DEREK S. GRUNER
 (Print Name)

Date: 11/12/2020


 (Signature)

ITS: UNIVERSITY ARCHITECT
AYP OF PLANNING, DESIGN
AND CONSTRUCTION





CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

0.509 acres S/S Candi Lane; TMS# 07208-03-02

Council District:	2
Proposal:	Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.
Applicant:	Richland County
Staff Recommendation:	Approval
PC Recommendation:	12/07/2020; Approval (7-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.509 acres

Current Use: Vacant

Proposed Use: Saluda Riverwalk

Reason for Annexation: Saluda Riverwalk

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Transitional/Sensitive Lands (T/S)

Current County Zoning: Neighborhood Commercial (NC)

Proposed City Zoning: Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP)

Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Police

This address is next to properties that are already annexed in the City so it will not be a burden on our resources. Additionally, this County-owned property will contain a roughly 40-linear foot section of the Saluda Riverwalk, the entirety of which is planned to be maintained and served by the City.

Fire

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

Solid Waste

There are **no anticipated costs** to the Solid Waste Division.

Engineering

Water and sewer do not appear to be available to this property. This is a County-owned parcel that will contain a portion of the Three Rivers Greenway.

Planning & Development Services

We recommend approval of the annexation of this 0.509-acre parcel. This property is located within a Primary Donut Hole within the Urban Service Area plan. A portion of the nearly complete Saluda Riverwalk (a part of the Three Rivers Greenway) crosses this property and will be maintained by City forces. As the property is owned by Richland County, there will be **no tax revenue** associated with this annexation.

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is split between Transitional/Sensitive Lands (T/S) and Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For these areas which fall within the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

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

pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family housing.

Transitional/Sensitive Lands (T/S)

Primary Types

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

Secondary Types

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

Tertiary Types

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks

Urban Edge Mixed Residential (UEMR)

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Broad River Road Corridor & Community Master Plan* (2010), adopted by Richland County, and is located specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Open Space for the property (page 32), and the subject property is not located within a half mile radius of the proposed notes set forth within the plan along the Broad River Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the North, Single-Family Residential District (RS-1) and General Commercial District (C-3) to the West, and Neighborhood Commercial District (C-2) to the East.

The proposed City of Columbia zoning district is Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the

public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign future land use classifications of Urban Edge Mixed Residential District (UEMR) and Transitional/Sensitive Lands (T/S) as shown on the enclosed map, and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation.



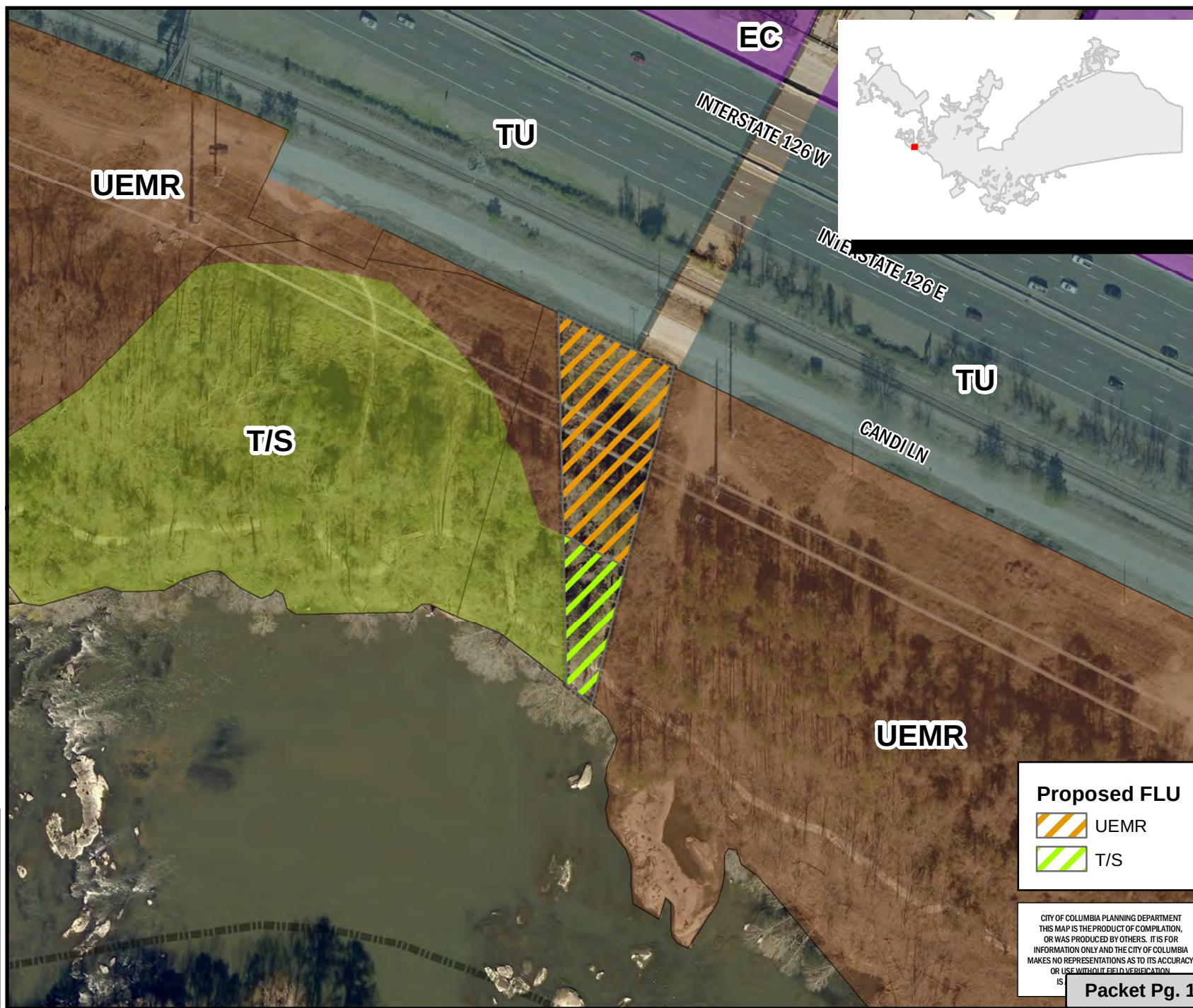
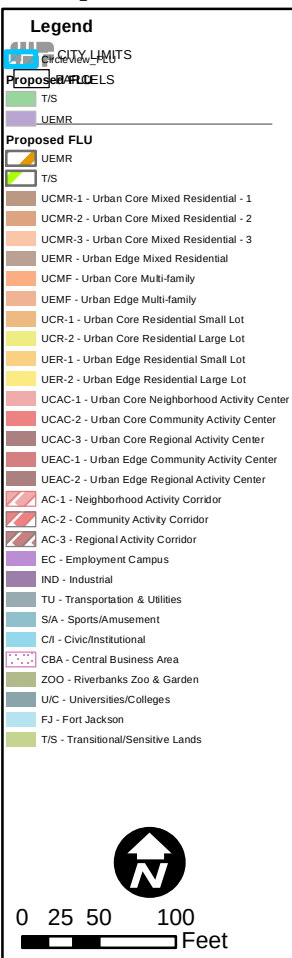
Future Land Use Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S

10.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0026_CandiLn_0.509ac_council (6432 : ANNEXATION; COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02;
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2 and C-2, -FP

10.a

Legend

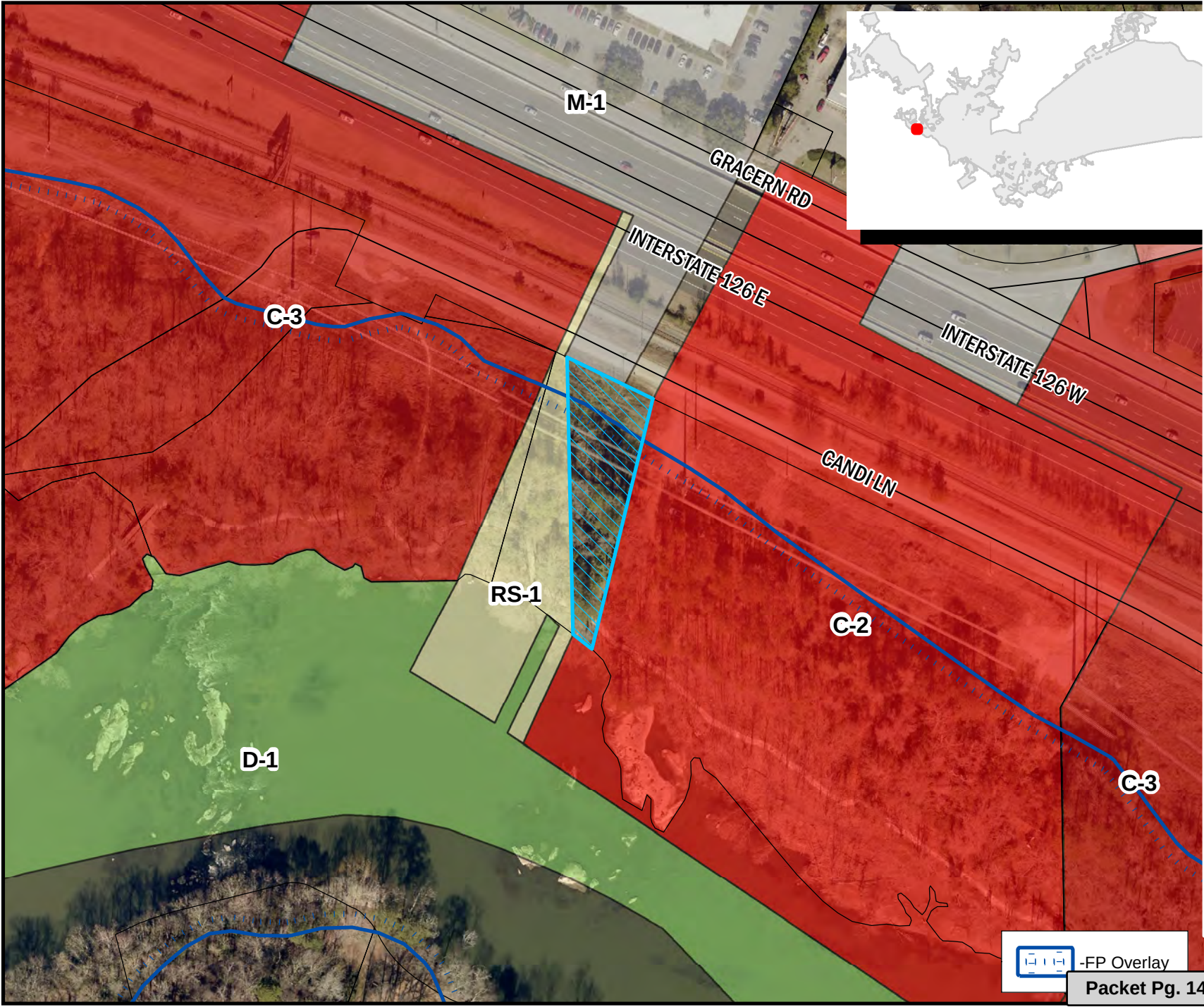
PARCELS

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

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 18, 2020

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



Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks



RESOLUTION R-2021-002*Annexing 0.509 acre S/S Candi Lane, Richland County TMS #07208-03-02*

WHEREAS, Richland County is the owner in fee simple of parcels of land known as a 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02 and being a part of the Three Rivers Greenway - Saluda Riverwalk project; and,

WHEREAS, the best interests of Richland County would be served by the annexation of the said 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02 and being a part of the Three Rivers Greenway - Saluda Riverwalk project; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2021, by the Mayor and City Council of the City of Columbia that the 0.509 acre parcel located on the south side of Candi Lane, Richland County TMS #07208-03-02, being a part of the Three Rivers Greenway-Saluda Riverwalk project, be annexed into and made a part of the City of Columbia by Ordinance No.: 2021-005 as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 044-20HR

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after November 10, 2020

RICHLAND COUNTY COUNCIL

By: Paul Livingston
Paul Livingston, Chair

Attest this 18th day of
November, 2020.

Michelle Onley
Michelle Onley
Interim Clerk of Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

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

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

Property Description: All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway - Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

Richland County TMS: 07208-03-02
 Property Address: 0.509 acre S/S Candi Lane

Richland County

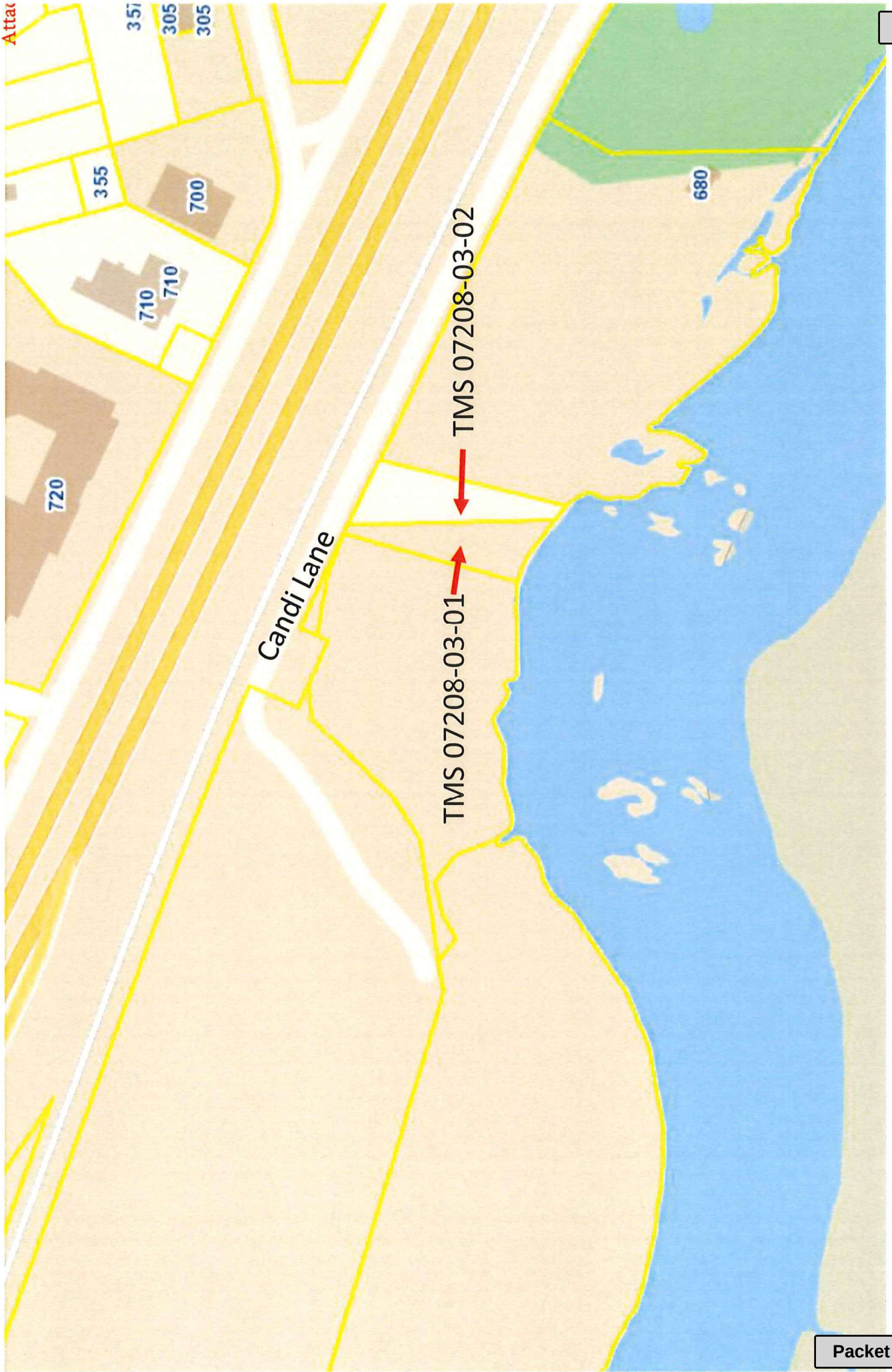
BY: Leonardo Brown
 Leonardo Brown

Date: 11/20/2020

ITS: County Administrator

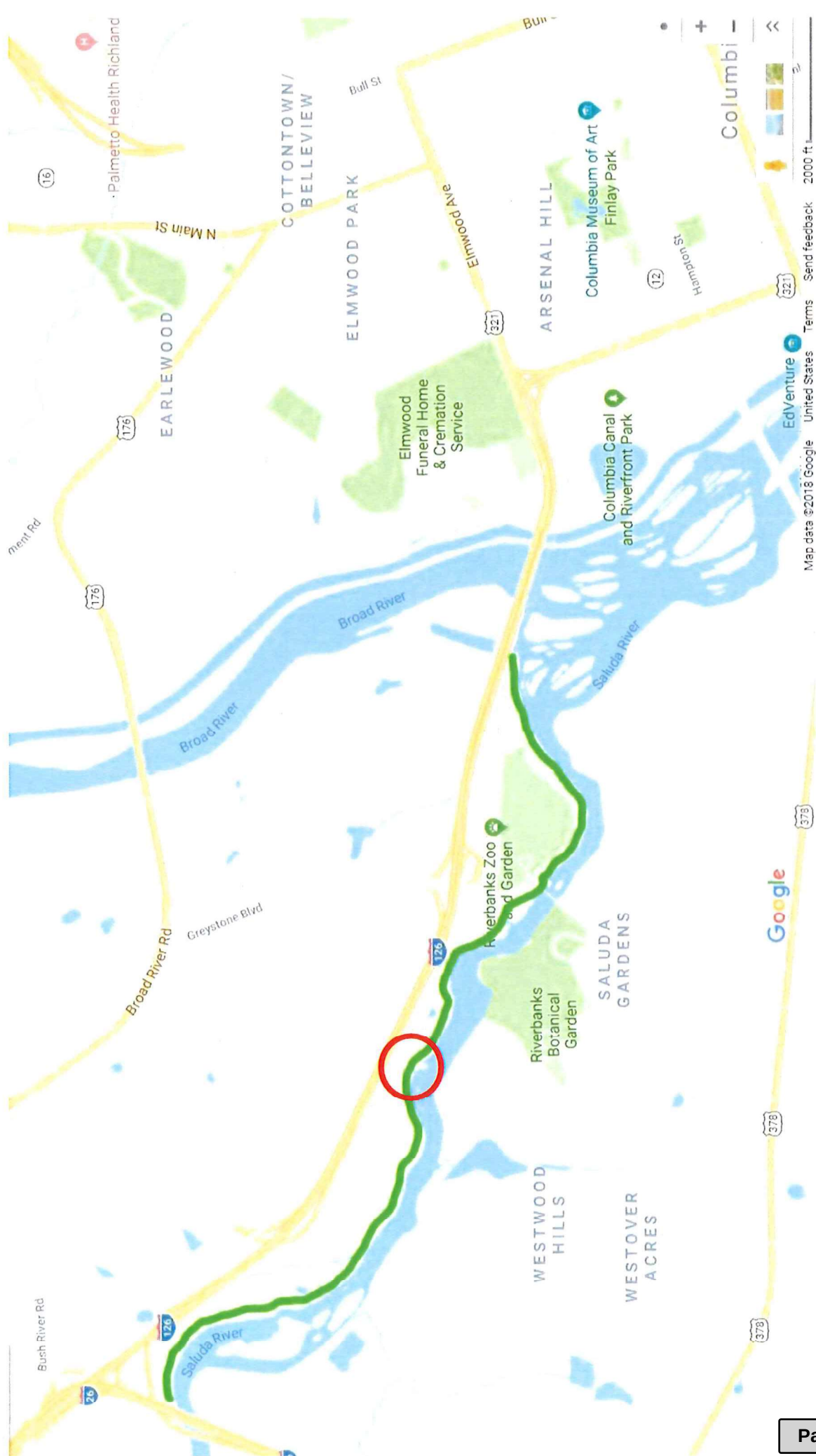
Richland County Attorney's Office
 Approved As To LEGAL Form Only.

Attachment: R-2021-002 annex Richland County 0.509 ac Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



Attac

Completed Portion of Three Rivers Greenway, aka "Saluda Riverwalk", Section 1A



ORDINANCE NO.: 2021-005

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

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), zoned Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP), apportioned to City Council District 2, Census Tract 104.03 and contains 0.509 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07208-03-02

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-005

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway – Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 23, 2020

RE: **Property Address:** 0.509 acre S/S Candi Lane
Richland County TMS#: 07208-03-02
Owner(s): Richland County
Current Use: Vacant land
Proposed Use: Greenway
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Neighborhood Commercial (C-2) in a Flood Protective overlay (-FP)
Reason for Annexation: Saluda Riverwalk; Donut Hole - Primary
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **December 7, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

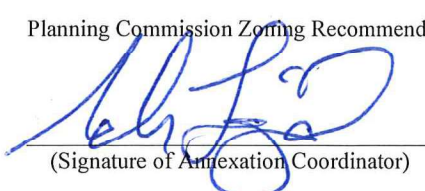
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR+TS (Land Use classification) by 7-0 on 12/7/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-2, -FP (Zoning classification) by 7-0 on 12/7/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and T/S

0.509 acres S/S Candi Lane, TMS# 07208-03-02

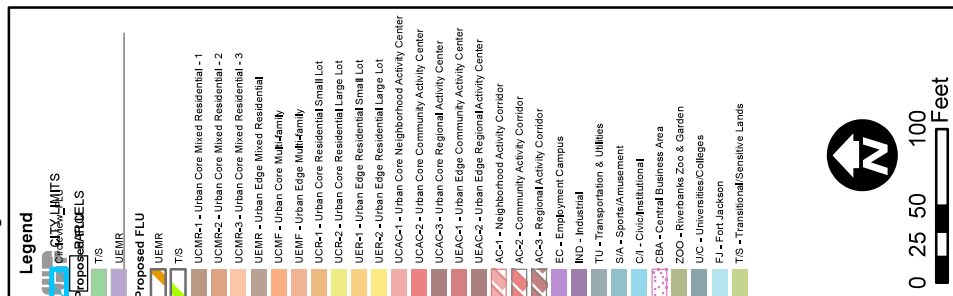


10.c

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

***DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-005 annex-incorporate 0.509 ac SS Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/18/2020

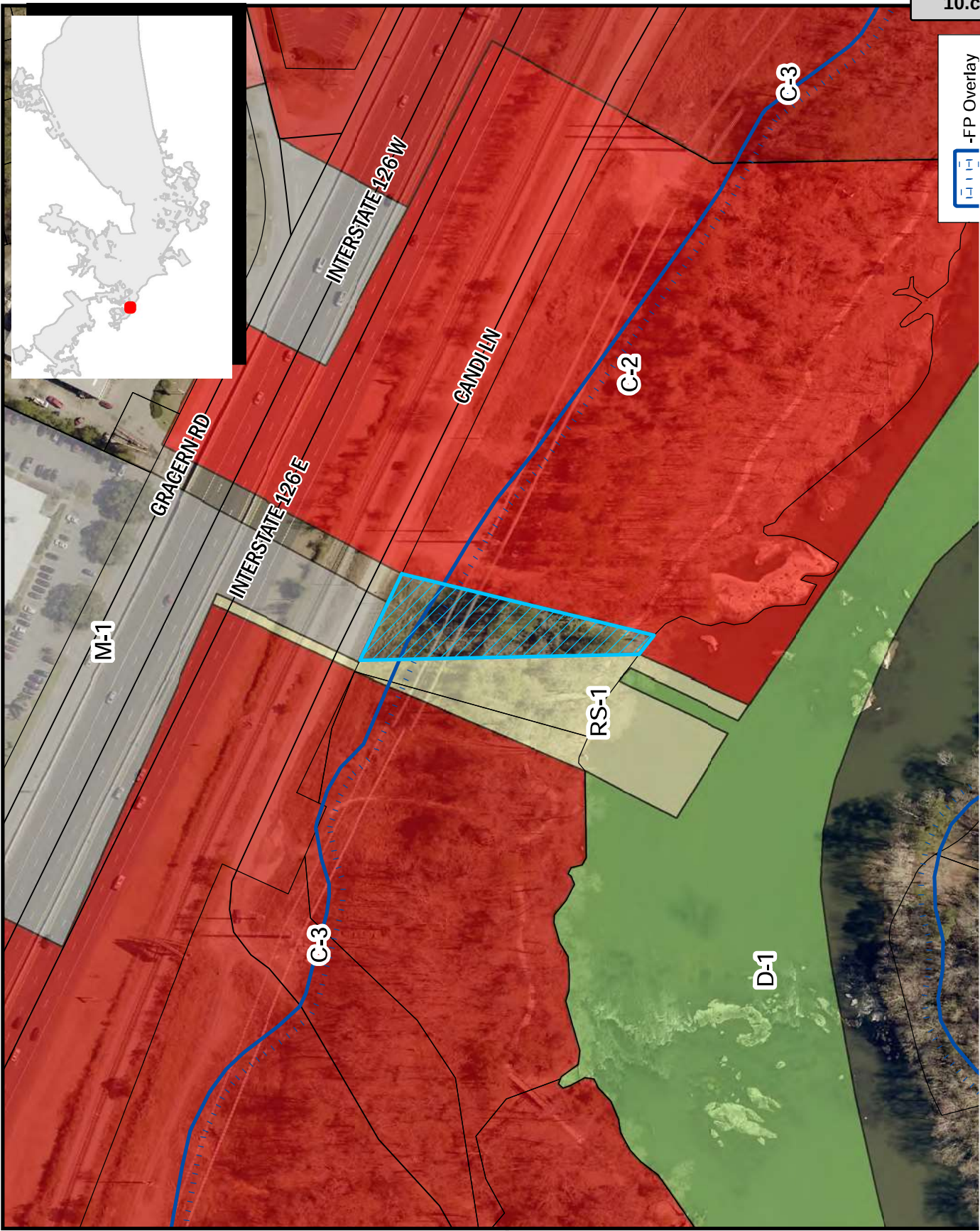


Packet Pg. 157

Zoning Map

Department of Planning & Development Services

0.509 acres S/S Candi Lane, TMS# 07208-03-02;
Existing Rich. Co. Zoning: NC, Proposed Zoning: C-2 and C-2, -FP



Legend

PARCELS

D-1	C-1	RD	M-1	RD-2	M-2	FUD-C	OUT OF CITY
RS-1	C-2	RD-1	RD-1A	RD-1B	RD-1C	FUD-LS	
RS-1A	C-3	RD-1D	RD-1E	RD-1F	RD-1G	FUD-LS-E	
RS-1B	C-3A	RD-1H	RD-1I	RD-1J	RD-1K	FUD-LS-R	
RS-2	C-4	RD-1L	RD-1M	RD-1N	RD-1O	FUD-R	
RS-3	C-5	RD-1P	RD-1Q	RD-1R	RD-1S	MX-1	
RD		RD-1T	RD-1U	RD-1V	RD-1W	MX-2	
RD-2		RD-1X	RD-1Y	RD-1Z	RD-1AA		
RD-1		RD-1AB	RD-1AC	RD-1AD	RD-1AE		
RD-1A		RD-1AF	RD-1AG	RD-1AH	RD-1AI		
RD-1B		RD-1AJ	RD-1AK	RD-1AL	RD-1AM		
RD-1C		RD-1AN	RD-1AO	RD-1AP	RD-1AQ		
RD-1D		RD-1AR	RD-1AS	RD-1AT	RD-1AU		
RD-1E		RD-1AV	RD-1AW	RD-1AX	RD-1AY		
RD-1F		RD-1AZ	RD-1BA	RD-1BB	RD-1BC		
RD-1G		RD-1BD	RD-1BE	RD-1BF	RD-1BG		
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RD-1J		RD-1BP	RD-1BQ	RD-1BR	RD-1BS		
RD-1K		RD-1BT	RD-1BU	RD-1BV	RD-1BW		
RD-1L		RD-1BX	RD-1BY	RD-1BZ	RD-1CA		
RD-1M		RD-1CB	RD-1CC	RD-1CD	RD-1CE		
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RD-1P		RD-1CF	RD-1CH	RD-1CI	RD-1CJ		
RD-1Q		RD-1CH	RD-1CI	RD-1CJ	RD-1CK		
RD-1R		RD-1CI	RD-1CJ	RD-1CK	RD-1CL		
RD-1S		RD-1CJ	RD-1CK	RD-1CL	RD-1CM		
RD-1T		RD-1CK	RD-1CL	RD-1CM	RD-1CN		
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RD-1W		RD-1CN	RD-1CO	RD-1CP	RD-1CQ		
RD-1X		RD-1CO	RD-1CP	RD-1CQ	RD-1CR		
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RD-1DU		RD-1HY</					

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 044-20HR

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after November 10, 2020

RICHLAND COUNTY COUNCIL

By: Paul Livingston
Paul Livingston, Chair

Attest this 18th day of
November, 2020.

Michelle Onley
Michelle Onley
Interim Clerk of Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

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

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

Property Description: All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway - Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

Richland County TMS: 07208-03-02
 Property Address: 0.509 acre S/S Candi Lane

Richland County

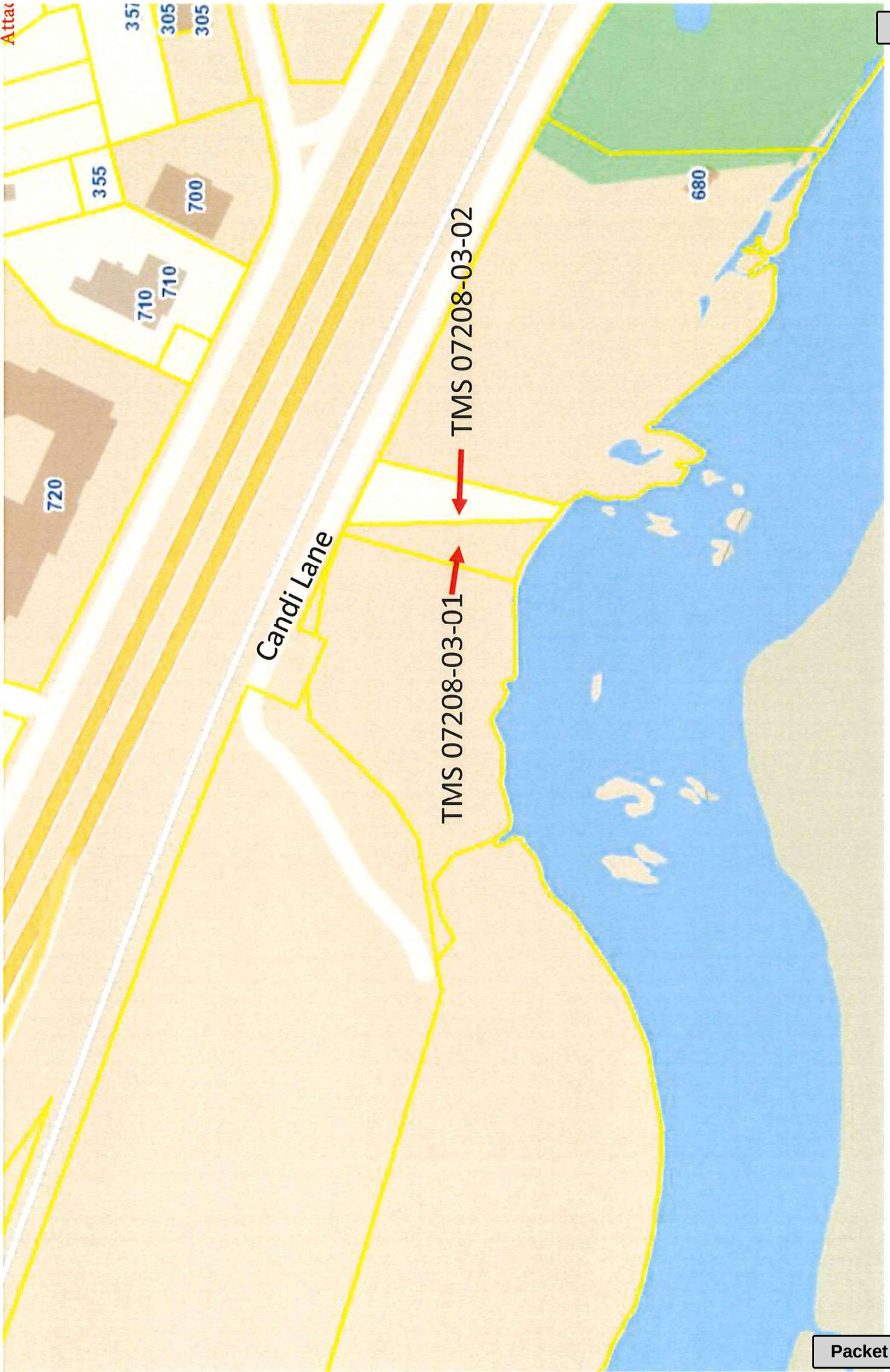
BY: Leonardo Brown
 Leonardo Brown

Date: 11/20/2020

ITS: County Administrator

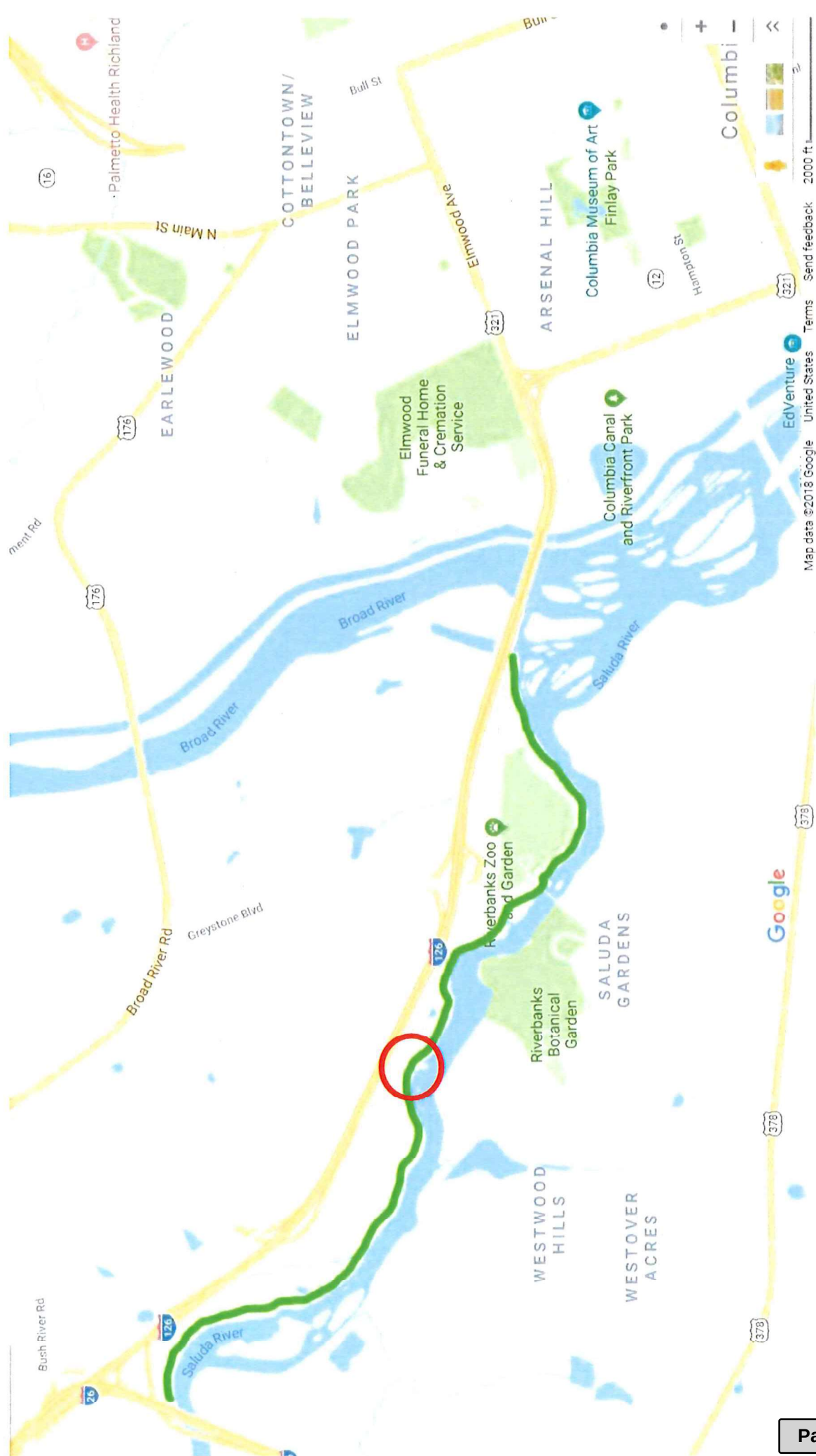
Richland County Attorney's Office
 Approved As To LEGAL Form Only.

Attachment: 2021-005 annex-incorporate 0.509 ac SS Candi Lane (6432 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP



Attac

Completed Portion of Three Rivers Greenway, aka "Saluda Riverwalk", Section 1A





CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary

2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street,

TMS# 11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10

Council District:	2
Proposal:	Request to rezone the parcel from General Residential District (RG-1), General Residential District (RG-2), and Neighborhood Commercial District (C-2) to Office and Institutional District (C-1)
Applicant:	Anna M Davis, Second Nazareth Baptist Church
Staff Recommendation:	Approval
PC Recommendation:	12/07/2020; Approval (7-0)
ZPH, 1st Reading:	01/19/2021; Pending
2nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 1 acre

Current Use: Residential

Proposed Use: Parking Lot, potential future residential

Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: General Residential District (RG-1), General Residential District (RG-2), and Neighborhood Commercial District (C-2)

Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Residential Small Lot (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the

City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

The subject property is located within the study area of *A Plan for Redevelopment of East Central City* (2004), specifically within Cluster 4. Overall recommendations include the encouragement of homeownership and rehabilitation, the creation of a pedestrian friendly environment, and the preservation, enhancement, and creation of open space (Section 2 pages 14-15). A site analysis of the cluster does not specifically identify the subject property for intervention (Section 3A Page 16), and the plan sets forth a land use of Detached Single Family Residential (Low Density) for the subject property (Section 2 Page 12). The streetscape analysis identified Elmwood and Read streets as residential corridors (Section 4D Page 1), for which traffic calming components and pedestrian amenities are recommended. The Plan did not make any recommendations for catalyst projects to occur on the subject property.

City Council generally has maintained a policy to discourage the encroachment of commercial zoning districts into residential districts. Staff supports that policy, but concludes that the conditions and circumstances of this request warrant approval. The subject property is not a part of a contiguous neighborhood context, but is at the convergence of institutional uses that include Second Nazareth Church, a newly developed senior housing development, and large-scale development associated with the Columbia Housing Authority to include Allen-Benedict Court. The owner proposes that the use will be, in the short term, parking and, in the future, potentially housing. There are several nearby examples of institutionally developed housing to include Benedict-Allen CDC, United House of Prayer for all People, and CHA, that have benefitted the neighborhood greatly. While not a part of the rezoning decision, staff recommends that the City work with these entities to ensure that redevelopment efforts are coordinated and produce outcomes that are best for current and future residents.

PROPOSED ZONING DISTRICT SUMMARY

The subject properties are currently zoned General Residential District (RG-1) and General Residential District (RG-2) and Neighborhood Commercial District (C-2). The abutting properties in the City of Columbia have base zoning of Planned Unit Development-Residential District (PUD-R) to the West and South, Neighborhood Commercial District (C-2) to the North, and General Residential District (RG-1) to the East.

The proposed zoning district is Office and Institutional District (C-1).

General Residential District (RG-1), (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and

multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Neighborhood Commercial District (C-2)

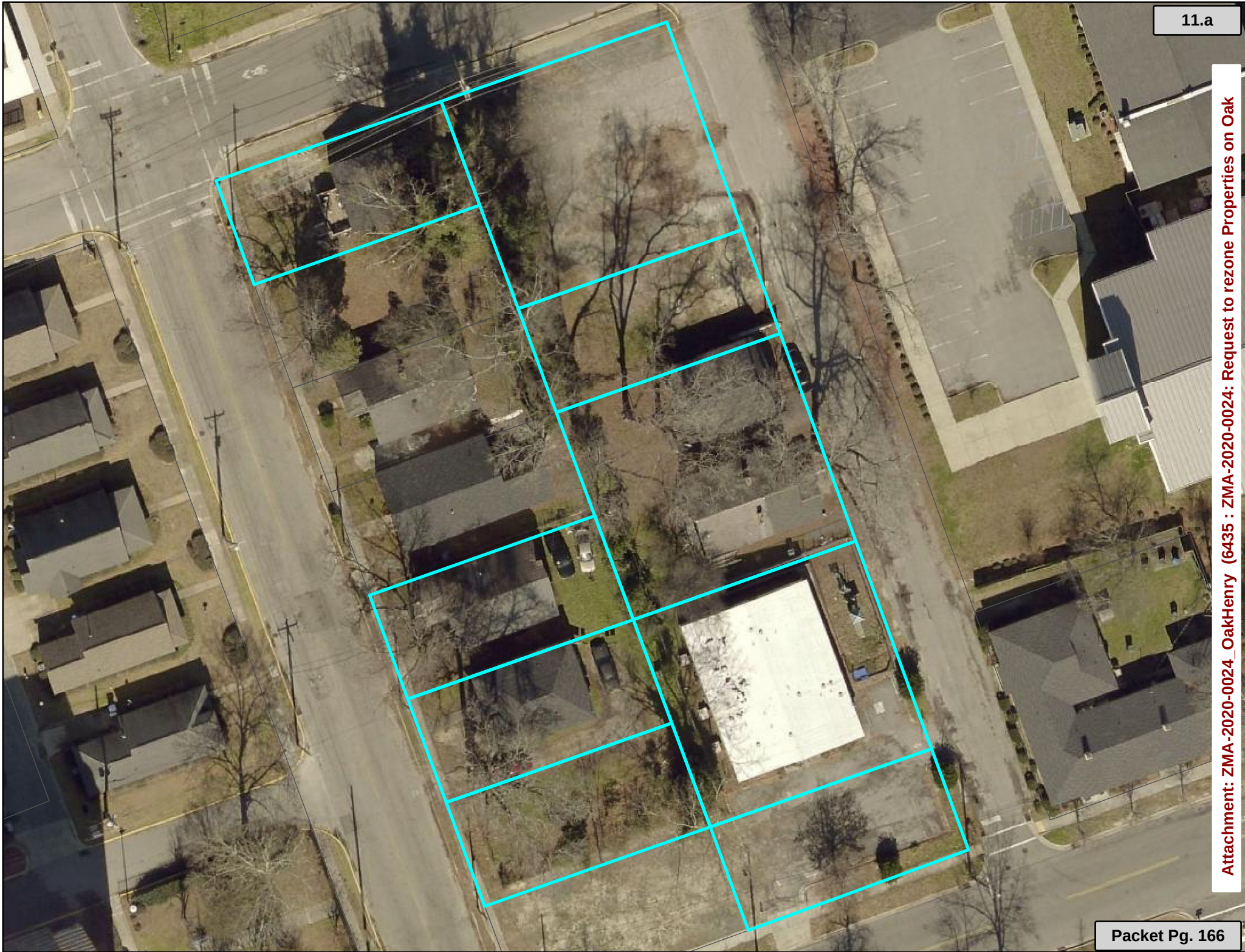
The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

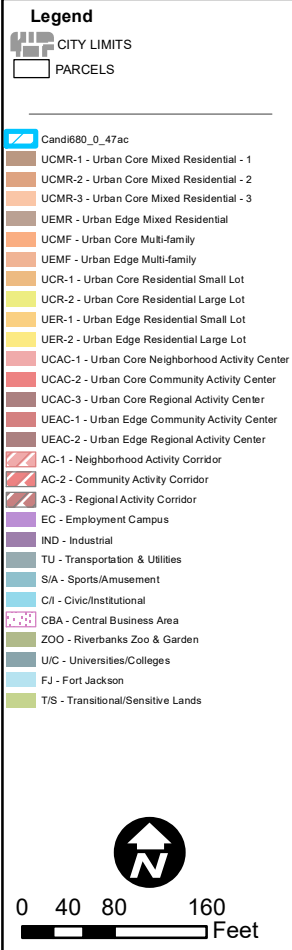
STAFF RECOMMENDATION

Staff recommends that City Council rezone the property from RG-1, RG-2, and C-2 to C-1.



Future Land Use Map

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 11/10/2020



We Are Columbia

2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 He
TMS# 11505-14-01, -02, -03, -04, -05, -06, -08, -09, & -10
Existing FLU: UCR-1

11.a



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. 167

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0024 OakHenry (6435 : ZMA-2020-0024: Request to rezone Properties on Oak

Zoning Map

Department of Planning & Development Services

Legend

 PARCELS


0 50 100 200 Feet

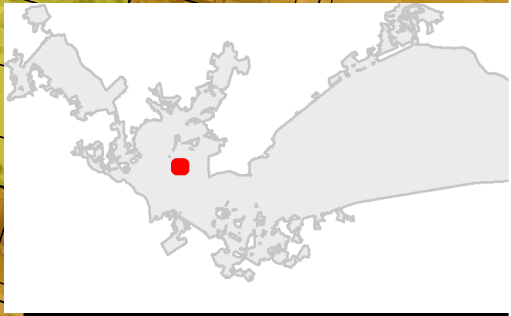
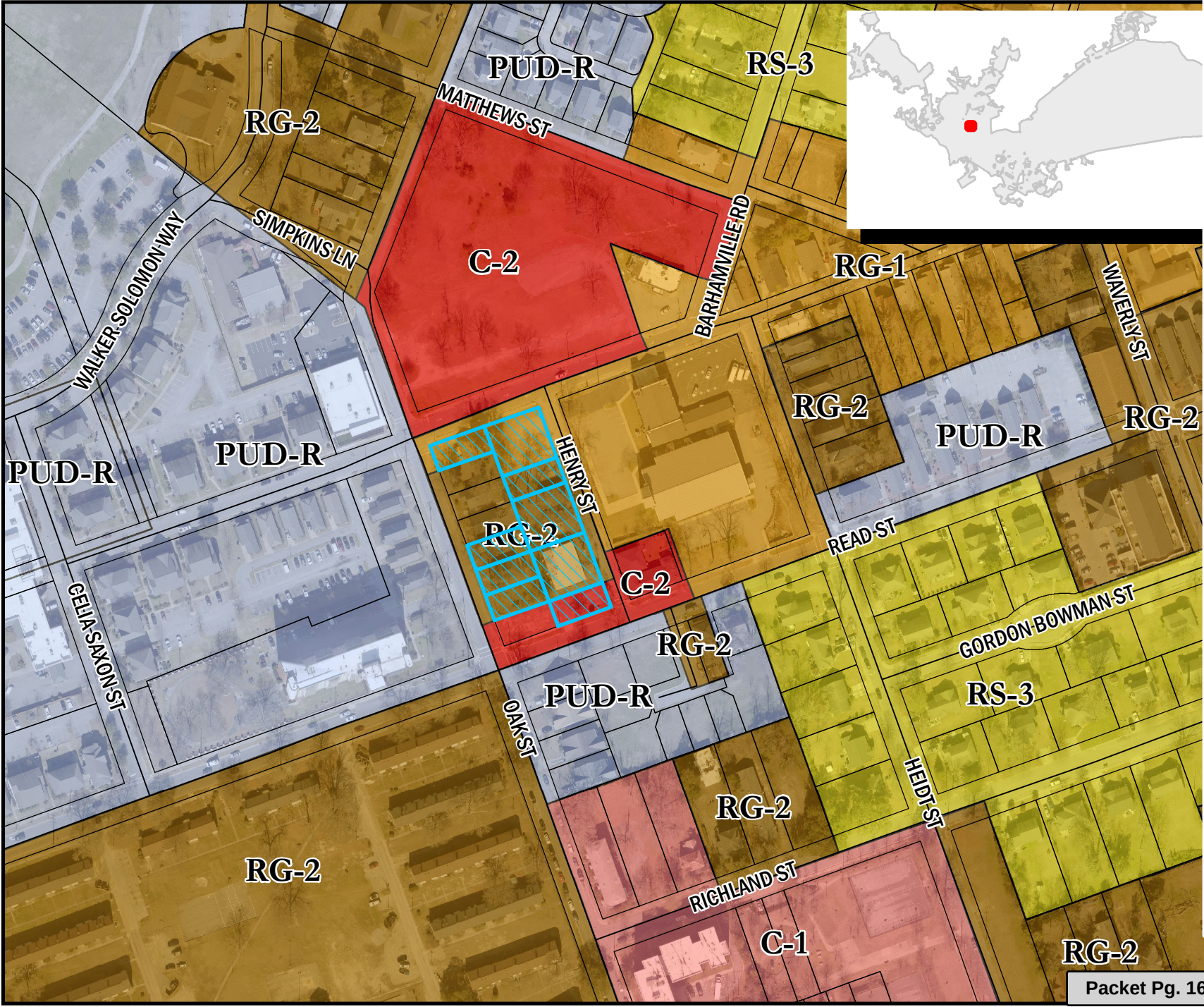
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 10, 2020

DISCLAIMER:
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2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry
TMS# 11505-14-01, -02, -03, -04, -05, -06, -08, -09, and -10
Existing Rich. Co. Zoning: RG-1, RG-2, and C-2, Proposed Zoning: C-1

11.a



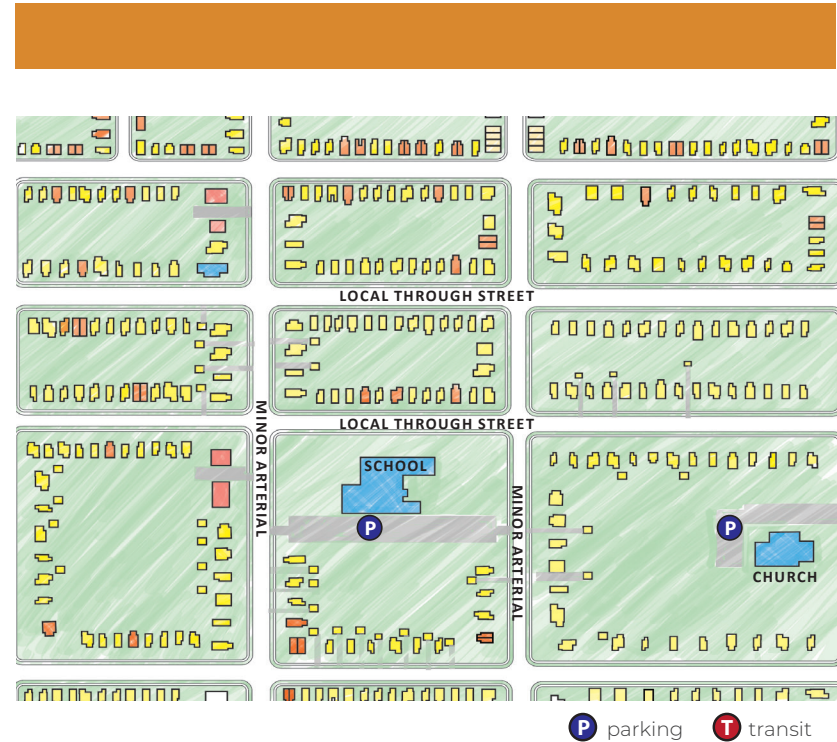
Attachment: ZMA-2020-0024 OakHenry (6435 : ZMA-2020-0024: Request to rezone Properties on Oak

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Table of Permitted Uses
RG-1
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Nursing and personal care facilities
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Day Care Facilities (17-265)
Residential Care (17-266)
Religious Organizations
Fraternity and sorority houses

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling

Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family social services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)

Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in

Bed and breakfast hotel (Sec. 17-271)
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development

Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

1135 Performance Parkway, TMS# 14500-02-24

City Council District:	1
Proposal:	Request to amend the <i>Columbia Compass: Envision 2036</i> Future Land Use Map to modify the land use classification of the parcel from Industrial (IND) to Employment Campus (EC).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	01/19/2021; Pending
2 nd Reading:	02/02/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 115.44 acres

Current Use: Light Industrial/Vacant Land

Proposed Use: Light Industrial/Vacant Land/Multi-family Residential

Current Land Use Classification: Industrial (IND)

Proposed Land Use Classification: Employment Campus (EC)

Current Zoning: Light Industrial District (M-1)

Proposed Zoning: Office and Institutional District (C-1) / Light Industrial District (M-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classification for the property is Employment Campus (EC).

Industrial (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other

impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Employment Campus (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Industrial (IND)

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

Employment Campus (EC)

Primary Types

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

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

The subject property is located within the study area of the [*Walkable 29203 Pedestrian Master Plan*](#) (2017). The plan encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

STAFF RECOMMENDATION

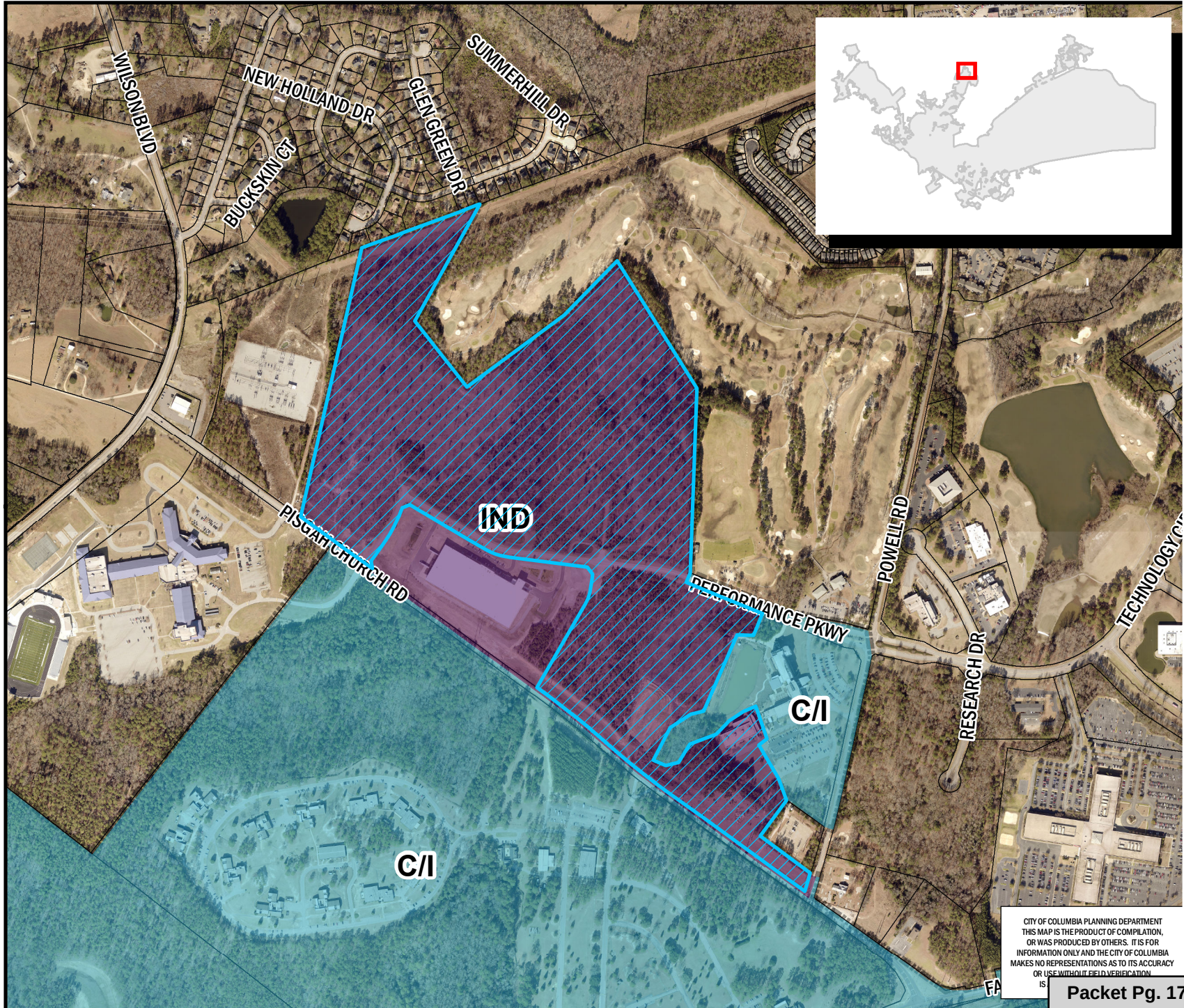
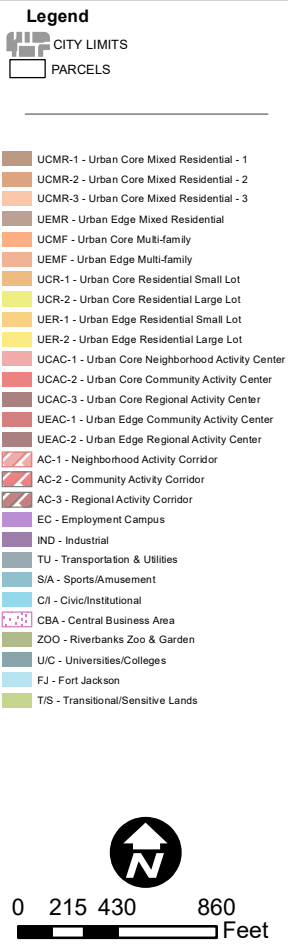
Staff recommends the amendment of the *Columbia Compass: Envision 2036* Future Land Use Map to modify the land use classification of the property from Industrial (IND) to Employment Campus (EC).



Future Land Use Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 143 12.a
Existing FLU: IND, Proposed FLU: EC



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Packet Pg. 177

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-0003-Performance Parkway (6436 : Comprehensive Plan - Future Land Use Map



We Are Columbia

Zoning Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 145
Existing Zoning: M-1

12.a

Legend

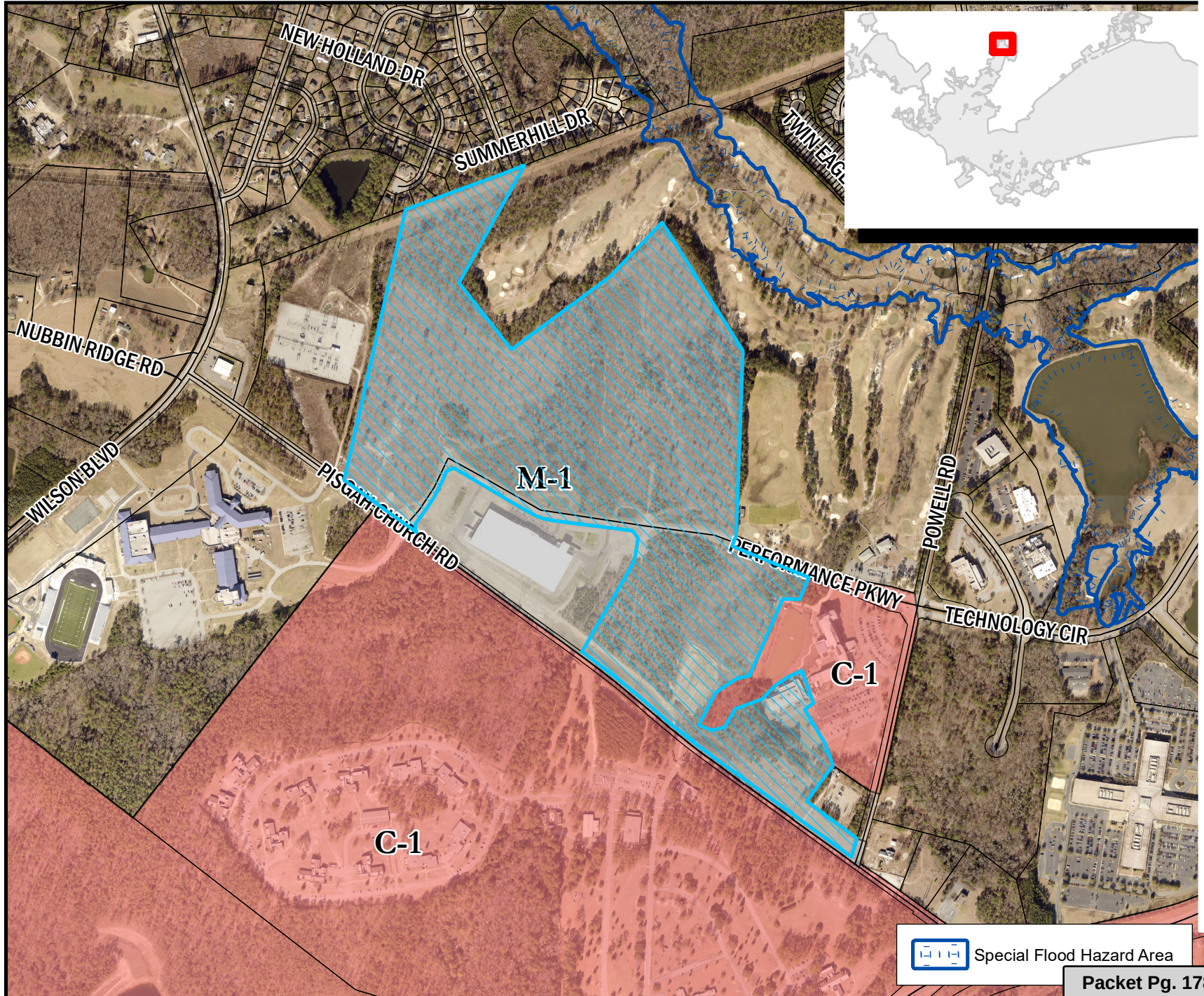
PARCELS

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

0 200 400 800 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 15, 2020

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Special Flood Hazard Area

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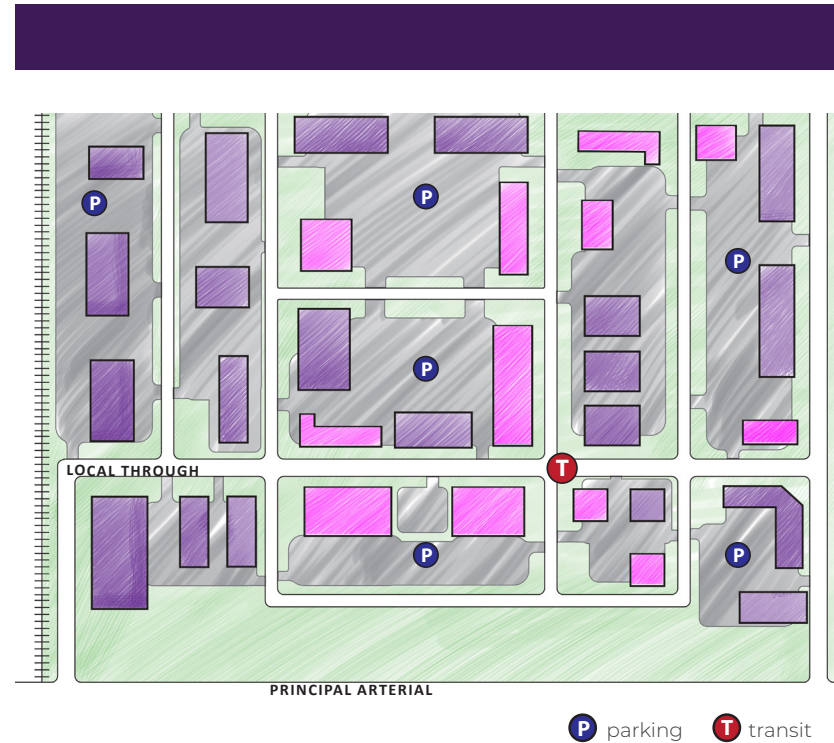
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-0003-Performance Parkway (6436 : Comprehensive Plan - Future Land Use Map

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

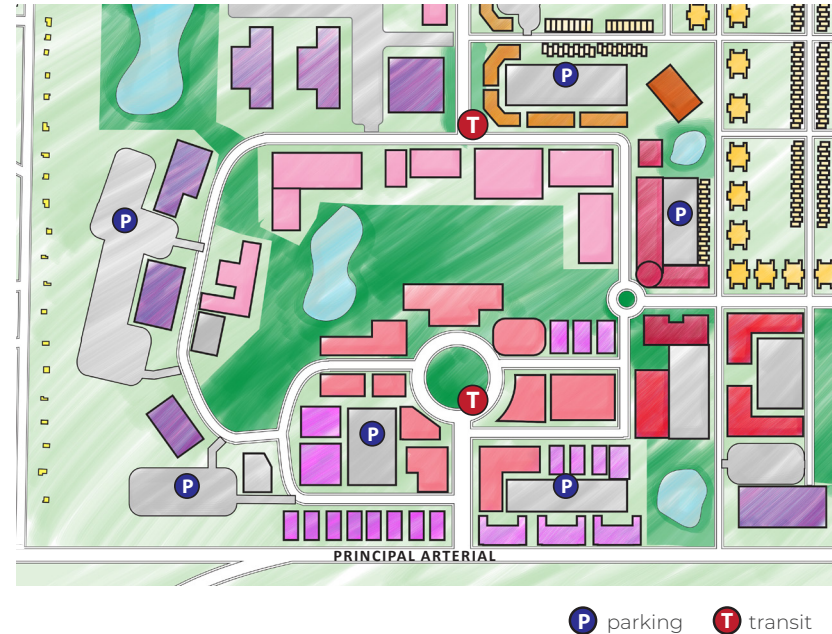
- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

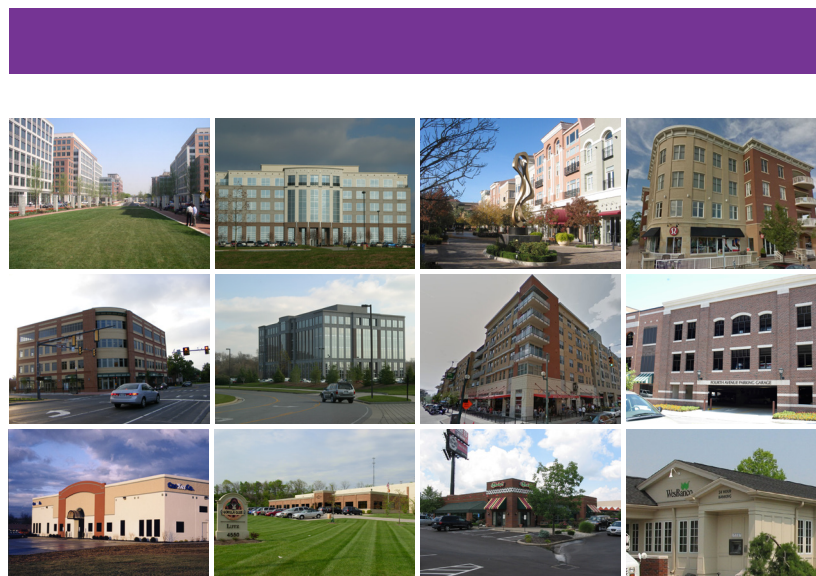
- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens spaces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.



ORDINANCE NO.: 2021-003

*Amending the Columbia Compass: Envision 2036 Map to modify the future land use for
1135 Performance Parkway; Richland County TMS# 14500-02-24*

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

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, 1135 Performance Parkway; Richland County TMS# 14500-02-24, was included within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020, and was assigned the designated future land use classification of Industrial (IND), while the future land use classification of Employment Campus (EC) is more appropriate, and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2021, that the designated land use for 1135 Performance Parkway; Richland County TMS# 14500-02-24, was identified as Industrial (IND) in within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020. This property is apportioned to City Council District 1, Census Tract 114.21, contains 115.44 acres, and the land use classification shall be amended to Employment Campus (EC).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

Future Land Use Map

Department of Planning & Development Services

1135 Performance Pkwy, TMS# 14500-02-24;
Existing FLU: IND, Proposed FLU: EC

Legend

- CITY LIMITS**
PARCELS
- UCMR-1 • Urban Core Mixed Residential - 1
 - UCMR-2 • Urban Core Mixed Residential - 2
 - UCMR-3 • Urban Core Mixed Residential - 3
 - UEMR • Urban Edge Mixed Residential
 - UCMF • Urban Core Multi-Family
 - UEMF • Urban Edge Multi-Family
 - UCR-1 • Urban Core Residential Small Lot
 - UCR-2 • Urban Core Residential Large Lot
 - UER-1 • Urban Edge Residential Small Lot
 - UER-2 • Urban Edge Residential Large Lot
 - UCAC-1 • Urban Core Neighborhood Activity Center
 - UCAC-2 • Urban Core Community Activity Center
 - UCAC-3 • Urban Core Regional Activity Center
 - UEAC-1 • Urban Edge Community Activity Center
 - UEAC-2 • Urban Edge Regional Activity Center
 - AC-1 • Neighborhood Activity Center
 - AC-2 • Community Activity Center
 - AC-3 • Regional Activity Center
 - EC • Employment Campus
 - IND • Industrial
 - TU • Transportation & Utilities
 - SIA • Sports/Amusement
 - CI • Civic/Institutional
 - CBA • Central Business Area
 - ZOO • Riverbanks Zoo & Garden
 - UC • Universities/Colleges
 - FJ • Fort Jackson
 - TR • Transitional/Sensitive Lands



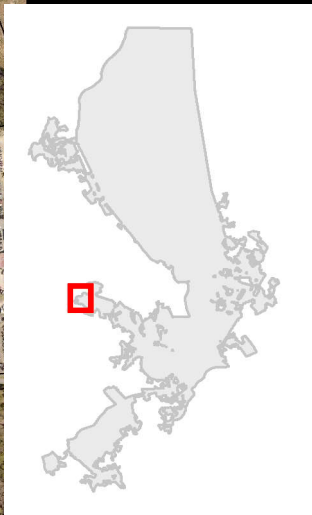
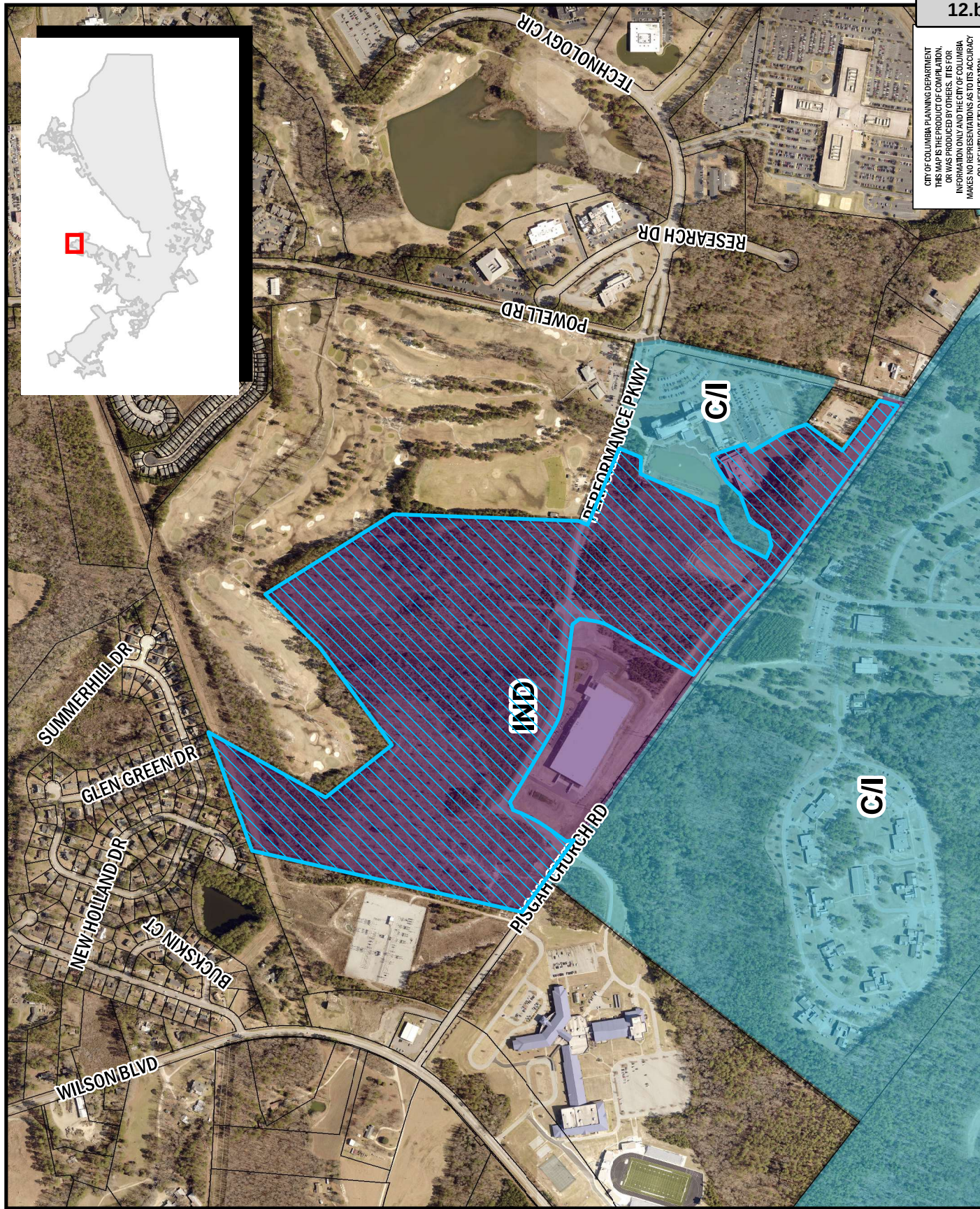
0 215 430 860 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaugnessy
Date: 10/15/2020



Packet Pg. 184

Attachment: 2021-003 1135 Performance Parkway FLU (6436 : Comprehensive Plan - Future Land Use Map Amendment 1135 Performance



12.b

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** DATA SOURCE - CITY OF COLUMBIA GIS DIVISION

ORDINANCE NO.: 2021-002

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and T.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Lease Agreement for a portion of the northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap, or in a form to be approved by the City Attorney, between the City of Columbia and T.C. Partnership, L.L.C., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT
Attachment: 2021-002 Lease Agreement - TC Partnership (Washington-Sumter) (6449 : Ordinance No.: 2021-002 Lease Agreement - TC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

LEASE AGREEMENT
 (Ordinance No.: 2021-002)

This Lease Agreement ("Lease" or "Agreement") is made and entered into by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina ("Lessor") and T. C. Partnership L.L.C., a ("Lessee").

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

1. **Lease Area.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the Lease Area shaded in red in Exhibit 1 attached hereto ("Lease Area"), adjacent to the parcel known as Richland County TMS #R09014-08-09 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the northern right-of-way of Washington Street, beginning approximately 14 feet from the northwest corner of the Washington Street and Sumter Street rights-of-way, and extending westward 20 feet, such area being 8 feet in width along the northern right of way of Washington Street.

2. **Term.** The Term ("Term") of this Lease shall be upon the execution of this Lease by both parties through December 31, 2040, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

3. **Rent.** The rent payable under this Lease shall be One and No/100 (\$1.00) Dollars per year.

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements ("Improvements") within the Lease Area. Such Improvements shall include a grease interceptor to serve the ground floor retail of the Sumter Street Parking Deck. Lessee shall also be responsible for maintenance of the grounds of the Lease Area and maintenance of the grease interceptor that complies with the City of Columbia FOG program requirements. The grease interceptor shall have a secure, watertight access point to be used for operation and maintenance activities. Such activities shall be scheduled at times to avoid interruption of adjacent business activities and/or special events taking place in the downtown area. Lessee agrees to comply with Lessor's Code of Laws as may, from time to time, be amended for any such improvements.

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

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property without contribution from the Lessor. Lessee shall maintain insurance in accordance with City of Columbia requirements.

7. **Termination.** Either party may terminate this Agreement upon one hundred and twenty (120) days' written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void. Improvements made to the Lease Area during any Term of this Lease shall either be removed by Lessee or shall become the property of the Lessor in the City's sole discretion.

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

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

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

Lessee:
T. C. Partnership, L.L.C
c/o Mr. James W. Cantey, Jr.
P. O. Box 6637
Columbia, SC 29260

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

10. **Utilities.** Any utilities located on the Lease Area and within the right-of-way of Washington Street shall be moved, if necessary, by the Lessee at Lessee's expense.

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

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

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

T. C. PARTNERSHIP, L.L.C

CITY OF COLUMBIA

By: _____
Its: _____
Date: _____

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

APPROVED AS TO FORM
Teresa B. Wilson
Legal Department City of Columbia, SC