



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 15, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, March 15, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **8651**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Joe E. Taylor, Jr., District IV

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the March 1, 2022 Council Meeting Minutes.

PRESENTATIONS

2. AmeriCorps Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

CITY COUNCIL DISCUSSION / ACTION

3. American Rescue Plan Proposed Allocations for Fiscal Year 2021/2022 - Ms. Missy Caughman, Budget, Program Management, and Grants Director



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 15, 2022**

CONSENT AGENDA ITEMS 4 THROUGH 10

4. Council is asked to approve a Contract to Purchase Audio Visual Equipment, Installation, Programming, and One Year of Service for the Information Technology Department, as requested by the Support Services Division on February 14, 2022. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of \$109,055.25. This vendor is located in Irmo, SC.

Funding Source: General Capital Projects - City Hall Renovations - Capital Project Costs; (4039999-CP106602-658650). The original budget amount is \$109,055.25.

5. Council is asked to approve a Contract to Purchase a 2022 Isuzu Diesel Truck with a Switch-N-Go Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on November 2, 2021. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$114,382.93. The vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$114,382.93.

6. Council is asked to approve Contract Amendment #2 for Badger Meter BEACON Advanced Metering Analytics Managed Solution, as requested by Columbia Water on February 17, 2022. Award to Badger Meter Inc. in the amount of \$220,000.00. The firm is located in Milwaukee, WI.

Funding Source: Water and Sewer Capital Projects - Maintenance and Service Contract (5529999-WM435401-638200). The original budget amount is \$1,089,935.00. Amendment #1 was for a time extension only. The budget amount for this amendment is \$220,000.00. The total revised budget amount is \$1,309,935.00.

7. Council is asked to approve a Contract to Purchase a 2022 Ford Van with an Enclosed Box for Wastewater Maintenance, as requested by the Fleet Services Division on January 27, 2022. Award to Jet-Vac Equipment Company, using the Sourcewell Cooperative Contract in the amount of \$345,857.88. The vendor is located in Sumter, SC.

Funding Source: Utilities Wastewater Maintenance - Autos Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$345,857.88.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 15, 2022

-
8. Council is asked to approve a Contract for Project SS758302; Saluda River 02 Engineer-Led Find & Fix Services, as requested by Columbia Water on August 27, 2021. Award to McClam & Associates, Inc. in an amount not to exceed \$10,502,652.60, which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS758302-658650). The original budget amount is \$10,502,652.60.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this project was exceeded at 17.86%. McClam & Associates Inc. is the prime contractor and will provide rehabilitation services at 49.87% (\$4,761,081.00) of the total contract amount.

The following subcontractors will provide additional services:

AM Liner East of Berryville, VA will provide Cured In-Place Pipe services at 11.44% (\$1,092,000.00) of the total contract amount.

BLD Services, LLC of Kenner, LA will provide lateral Cured In-Place Pipe services at 11.65% (\$1,112,000.00) of the total contract amount.

Hydrostructures, PA of Pittsboro, NC will provide CCTV/Cleaning and manhole inspections at 4.16% (\$397,075.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE of Columbia, SC, will provide GIS updates at 0.05% (\$5,250.00) of the total contract amount.

Intech Coating Consultants, LLC of Alberta, Canada will provide manhole rehabilitation services at 2.66% (\$253,750.00) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide open cut point repair services at 15.43% (\$1,473,420.00) of the total contract amount.

L.A. Barrier & Son Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide hauling services at 2.38% (\$227,390.00) of the total contract amount.

Sloan Construction Company, Inc. of Duncan, SC will provide asphalt milling and resurfacing services at 2.36% (\$225,900.00) of the total contract amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 15, 2022**

-
9. Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23

First reading approval was given on March 1, 2022.

10. Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06

First reading approval was given on March 1, 2022.

ORDINANCES - FIRST READING

11. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones
12. Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee
13. Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 15, 2022**

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 819 Skyland Drive; TMS# 07313-01-06

Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.

Applicant: Emily Frantz

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 626 Sallie Baxter Road; TMS# 16404-11-01

Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.

Applicant: Stacy M. Walden and James B. Walden

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 15, 2022**

-
16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1458 Carolina road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03

Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1010 Edgefield Street; TMS# 09107-13-19

Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 15, 2022

-
18. ZONING TEXT AMENDMENT to Amend Chapter 17, Appendix D for (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street)

Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

19. ZONING MAP AMENDMENT for 1810 Allen Benedict Court, TMS# 11408-03-01

Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01

Council District: 2

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).

Applicant: Gerald A. Lee, Chao and Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 15, 2022

EVENT RESOLUTIONS

Event sponsors and attendees are encouraged to comply with current CDC and SCDHEC protocols.

- 20. Resolution No.: R-2022-019 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022
- 21. Resolution No.: R-2022-022 - Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022

RESOLUTIONS

- 22. Resolution No.: R-2022-023 - Certifying Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01
- 23. Resolution No.: R-2022-024 - Adopting City of Columbia Use of Force Policy

APPOINTMENTS

- 24. Tax Modernization Committee

OTHER MATTERS

- 25. Council is asked to approve Reimbursement of the November 2 and 16, 2021 City of Columbia Municipal Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$184,846.89.

Funding Source: Citizens Support Services - Election Expense (1011119-637100). The original budget amount is \$185,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 15, 2022**

-
26. City Council Standing Committee Referrals - The Honorable Daniel J. Rickenmann, Mayor
27. Moving to a Priority/Zero Based Budget - The Honorable Daniel J. Rickenmann, Mayor

CITY MANAGER'S REPORT

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

PUBLIC INPUT

EXECUTIVE SESSION

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

Miller-Maynor v. City of Columbia

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

The Columbia City Council conducted a meeting on Tuesday, March 1, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:02 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. 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.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

Mayor Rickenmann took a moment of personal privilege to acknowledge what is happening in Ukraine. The City is behind all the citizens of Ukraine. Hopefully this will get resolved soon, but our thoughts and prayers are with the Ukrainians.

ADOPTION OF THE AGENDA

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda, subject to deferring Item 14.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the February 1, 2022 and February 15, 2022 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve the February 1, 2022 and February 15, 2022 Council Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

Mayor Rickenmann took a moment of personal privilege to recognize City Manager Teresa Wilson for 15 years of service with the City of Columbia. Ms. Wilson was gifted a service pin and a token of appreciation by staff. Also present for the recognition were Ms. Wilson's daughter and parents.

CITY COUNCIL DISCUSSION / ACTION

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

Mr. Harry Tinsley, Emergency Management Director said we are continuing to trend in a positive direction. According to DHEC's data, all 7-key indicators (cases, tests, percent positive, deaths, hospitalizations, ICU hospitalizations, and patients on ventilators) continue to trend downward. In South Carolina, the confirmed case count stands at 1,143,922. The state's combined case count stands at 1,461,426 to date. There have been 15,578,803 tests administered to date. There were 299 new confirmed cases as of today. The positivity rate is 5.6% over a 4,491 test sample. There were 37 new confirmed deaths and 11 probable deaths reported. The state's total combined deaths due to COVID-19 stands at 16,912. In Richland County, the confirmed case count stands at 97,743. There were 35 new cases as of today. The death count stands at 760 confirmed and 135 probable deaths. As of February 23rd, Richland County's 14 – day recent disease activity incidence rate is medium. The downward trend in case rates and hospitalizations continues across the state. DHEC reports 6,654,497 doses of COVID-19 vaccines have been administered in South Carolina. As of February 26th, approximately 54.2% of the eligible population is fully vaccinated and 63.1% have received at least one vaccine dose.

3. Introduction to Procurement and Contracts

- Update - Ms. Shannon Lizewski, Deputy Director of the Procurement and Contracts Department

Ms. Shannon Lizewski, Deputy Director of the Procurement and Contracts Department stated that from the recommendations provided by Council at the last meeting, the department has identified the procurement birthdate to be the requisition creation date in our financial accounting system called IFAS. In our analysis, we looked at purchase orders from the period of July 2021 to January 2022 and noticed that 60% of those purchase orders were released within 30 days. Examples of project timelines for procurements involving goods and services, professional services, construction services, and amendments were provided. She discussed the steps each procurement follows and which departments are involved in each step.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

- Compliance Program Integration - Ms. Melissa Lindler, Director of the Office of Business Opportunities

Ms. Melissa Lindler, Director of the Office of Business Opportunities said the Office of Business Opportunities is involved in three areas: commercial lending; contractor and supplier diversity; and technical assistance, education, and advocacy. The city has different programs like the mentor protégé program, subcontractor outreach program, local business enterprise program, and our Columbia disadvantaged business enterprise (CDBE) program to help us better connect with our minority and women owned businesses. We also have a 15% citywide goal across the city to encourage departments to better utilize local minority and woman owned businesses in securing day to day goods and services needed to operate their offices. Most of OBO's interaction in the procurement process is done on the front end. OBO's involvement starts in step one by working with the end user to determine any available compliance program. If CDBE, the goal is determined and approved by the City Manager. OBO comes back in step four and attends pre-bid, pre-proposal meetings, and holds outreach events for CDBE projects for contractors interested in bidding. In step five, OBO reviews submittal documents for compliance review. In step six, OBO reviews information submitted in Minute Traq to ensure percentages are correct for compliance programs. In step eight, the final step, OBO reviews contract amendment/change order forms for compliance with program requirements. Goods and services does not lend itself to most compliance programs. Compliance review is not required for contract amendments with no compliance programs. The timeline of projects varies depending on the information received by the end user. Examples of projects with different timelines were provided.

CONSENT AGENDA ITEMS 4 THROUGH 12

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

4. Council is asked to approve a Contract to Purchase two 2022 RAM 1500 Quad Cab 4x4 Trucks for Columbia Water, as requested by the Fleet Services Division on January 26, 2022. Award to Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$72,643.00. The vendor is located in Clinton, NC. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$72,643.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 1, 2022**

5. Council is asked to approve a Contract to Purchase 28 Rocket Mobile Routers for the Columbia Police Department Vehicles, as requested by the Fleet Services Division on October 27, 2021. Award to Utility Associates, Inc., using the SC State Contract in the amount of \$99,792.00. The vendor is located in Tucker, GA. – *Approved*

Funding Source: Capital Replacement - Computer Equipment/Hardware (6308972-627500). The original budget amount is \$99,792.00.

6. Council is asked to approve a Contract to Purchase a Unitized Air Purification System Fill Station for the Columbia Fire Department, as requested by the Fleet Services Division on October 22, 2021. Award to Safe Air Systems, as a Sole Source in the amount of \$81,300.24. The vendor is located in Randleman, NC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks Heavy, Equipment - Capital (6308972-658500). The original budget amount is \$81,300.24.

7. Council is asked to approve a Contract to Purchase a 2022 Cab & Chassis Versalift Bucket Truck with Chipper Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on October 26, 2021. Award to Carolina International Trucks, using the Sourcwell Cooperative Contract in the amount of \$150,362.50. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$150,362.50.

8. Council is asked to approve a Contract to Purchase a 2022 Ford F-550 Regular Cab 4x4 with Knapheide Body and Articulating Telescopic Aerial Device with ISO Boom for the Traffic Engineering Division, as requested by the Fleet Services Division on January 12, 2022. Award to Herlong Ford Inc., using the SC State Contract in the amount of \$161,997.80. The vendor is located in Edgefield, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$161,997.80.

9. Council is asked to approve a Contract to Purchase a 2022 Galbreath Hook Lift Truck and Containers for the Solid Waste Division, as requested by the Fleet Services Division on December 2, 2021. Award to Carolina Environmental Systems, using the Sourcwell Cooperative Contract in the amount of \$267,807.60. The vendor is located in Kernersville, NC. – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

Funding Source: Solid Waste Trash Collection - Auto, Trucks, Heavy Equipment - Capital (1014402-658500). The original budget amount is \$267,807.60.

10. Council is asked to approve a Professional Services Agreement for Project SD8498; Louisa Street Stormwater Retrofit, as requested by Columbia Water on December 17, 2021. Award to McCormick Taylor, Inc. in an amount not to exceed \$482,546.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvements Capital Projects Control - Louisa Street Wetland/Walkway - Capital Projects Costs (5549999-SD849801-658650). The original budget amount is \$482,546.00.

This is a Mentor Protégé Program Project. McCormick Taylor, Inc. is the mentor and will provide technical consulting, project plans, and specification services for the retrofit of an existing stormwater detention facility at 77.03% (\$371,716.00) of the total contract amount. Chao and Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will provide survey, hydrologic design, erosion and sediment control design, structural design, and engineering services at 20.07% (\$96,830.00) of the total contract amount.

The following subconsultant will provide additional services:

Schanbel Engineering of Columbia, SC, will provide geotechnical services at 2.90% (\$14,000.00) of the total contract amount.

11. Council is asked to approve a Professional Services Agreement for Project SS7611; Liquid Train Master Plan Update, as requested by Columbia Water on January 31, 2022. Award to Hazen and Sawyer in an amount not to exceed \$539,693.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Utilities Metro Wastewater - Special Contracts Water/Sewer, Stormwater (5516208-638305). The original budget amount is \$539,693.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide planning, process design, and consulting services at 79.67% (\$429,993.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical, survey coordination, and sampling assistance services at 20.33% (\$109,700.00) of the total contract amount.

12. Ordinance No.: 2022-009 - Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

formerly owned by Columbia Venture, LLC and Sunday School, LLC – *Approved on second reading.*

First reading approval was given on February 15, 2022.

ORDINANCES - FIRST READING

13. Ordinance No.: 2022-012 - A Fifteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$335,000,000, in order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the mayor, the City manager and the assistant City manager for finance and economic services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto – *Approved on first reading.*

Mayor Rickenmann requested background information.

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said the total not to exceed amount is \$335 million. Our last four bond issues over the last six years, have had large not to exceed amounts. As we went through the budget this past year and our rate study, we talked about a capital improvement program in the current year of \$120 million. Out of that \$120 million, we were going to fund it with a combination of cash from the system and bond proceeds. We have now moved into the budget year and we are issuing the bonds that will be added to the cash through the rate study. From this year's budget, we are using \$31 million from a combination of cash that comes in throughout the year and from cash balance from prior years. The other \$89 million for the capital improvement plan would come from these bond proceeds. As a system, we have outstanding debt of about \$675 million. Before we issue new bond proceeds, our bankers and staff take a look to see if there is an ability to refinance to bring in lower interest rates. We are not looking to get more money out. We are trying to refinance some of the existing debt so that our future interest costs will be lower.

Councilor Taylor requested that the names of the law firms, the individual lawyers, and the fees that they are being paid be listed on the agenda for any future bond ordinances. Transparency with the public is important



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 1, 2022**

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2022-012 A Fifteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$335,000,000, in order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the mayor, the City manager and the assistant City manager for finance and economic services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.

14. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones – *Deferred*.
15. Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23 – *Approved on first reading*.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-022 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23.

16. Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06 – *Approved on first reading*.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2022-023 Authorizing the City Manager to execute



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 1, 2022**

a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06.

RESOLUTIONS

17. Resolution No.: R-2022-016 - Recognizing the Application of the Force Majeure Provision in the Venue License Agreement between Hardball Capital, LLC and the City of Columbia, dated April 8, 2014 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-016 Recognizing the Application of the Force Majeure Provision in the Venue License Agreement between Hardball Capital, LLC and the City of Columbia, dated April 8, 2014.

Mayor Rickenmann clarified that this is only a one-year extension based on the request.

18. Resolution No.: R-2022-020 - Authorizing acceptance of donated property within the Bull Street Development known as the Freed Deck Parcel, which property is a portion of Richland County TMS R09113-16-01 and the Sabal Deck Parcel, which property is a portion of Richland County TMS R09113-16-04 from Bull Street Development, LLC, for parking and authorizing the City Manager to execute all documents necessary to effectuate this transfer – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-020 Authorizing acceptance of donated property within the Bull Street Development known as the Freed Deck Parcel, which property is a portion of Richland County TMS R09113-16-01 and the Sabal Deck Parcel, which property is a portion of Richland County TMS R09113-16-04 from Bull Street Development, LLC, for parking and authorizing the City Manager to execute all documents necessary to effectuate this transfer.

Councilor Taylor requested an informational update showing the original projections for the cost of Bull Street, what was spent to-date, and the revised estimate to complete our obligations. This can be submitted as a written report and placed on record at the next Council meeting.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 1, 2022**

EVENT RESOLUTIONS

19. Resolution No.: R-2022-013 - Authorizing consumption of beer and wine only at the Final Table Expo at the Columbia Museum of Art, Hampton Street between Assembly Street and Main Street on Saturday, April 30, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-013 Authorizing consumption of beer and wine only at the Final Table Expo at the Columbia Museum of Art, Hampton Street between Assembly Street and Main Street on Saturday, April 30, 2022.

20. Resolution No.: R-2022-017 - Authorizing consumption of beer and wine only at the Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022 – *Approved*

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2022-017 Authorizing consumption of beer and wine only at the Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022.

21. Resolution No.: R-2022-018 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 22, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-018 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 22, 2022.

OTHER MATTERS

22. Council is asked to authorize the City Manager to fully fund and enhance the Columbia Police Department's Pathways Unit, which provides an alternative approach to addressing individuals who are experiencing mental health crises and related issues. – *Approved as amended.*

Councilor Taylor said this is a major positive step. We have homeless issues everywhere, not just in downtown. This will put mental health professionals or social workers in our Police Department to respond and let our policemen be policemen.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

Mayor Rickenmann said we are all very excited about being able to enhance the program. We have the opportunity to get professionals involved. This changes our opportunity to address issues and help folks get the help they need with the right professionals. I appreciate Council supporting this and the city manager and chief for embracing it and moving it forward.

Ms. Teresa Wilson, City Manager said as we prepare for your work session on Tuesday, you will see a line item for the Pathways Unit, additional resources towards preventing gun violence and other public safety initiatives as our recommendations for allocations from the American Rescue Plan. I want you to be on the lookout for that on Friday.

Councilor Bussells added that homelessness and mental health continues to be atop of mind for our diverse neighbors and community groups. As we begin our task force meetings, I am excited to be working with my colleagues to ensure that we expand programs that address the root cause of what we are seeing. A lot of research shows that most people experiencing homelessness do have substance abuse or addiction issues. I look forward to working with you all in addressing a key issue that is a cornerstone to making sure our city is a vibrant and safe place to live.

Councilor McDowell said it is critically important to remember that the homeless will be with us forever. It is critical to convene this committee and creatively talk about what is possible.

Councilor Taylor asked if this could be implemented by June 1st. Time is of the essence.

Ms. Teresa Wilson, City Manager said we are going to stand up the unit, but we must have the partnership of the Department of Mental Health, other alcohol and drug abuse services, state agencies, and the county. Everyone has to pull in the same direction. The intent is to take individuals in crisis somewhere other than the streets of Columbia. We need that assistance and a physical location.

Mayor Rickenmann said we can set the goal for June 1, 2022 and we can always amend that based on what we find when we discuss this with our partners.

Upon a motion made by Mr. Taylor and seconded by Mayor Rickenmann, Council voted unanimously to amend the motion to fully fund and enhance the Columbia Police Department's Pathways Unit, which provides an alternative approach to addressing individuals who are experiencing mental health crises and related issues by setting June 1, 2022 as the target date for implementation.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 1, 2022

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to authorize the City Manager to fully fund and enhance the Columbia Police Department's Pathways Unit, which provides an alternative approach to addressing individuals who are experiencing mental health crises and related issues, as amended to set June 1, 2022 as the target date for implementation.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

23. Technology Committee Report - The Honorable Tina N. Herbert

Councilor Herbert said we started working towards the goal of doing an assessment of all of the enterprise software and platforms. We wanted an assessment of the pros and cons of the current software and technologies. IT is going to work on a survey that they can send to the end users. We have given them 60 days to provide feedback on the surveys. In the next meeting, we will be touring the wastewater administration building and the Emergency Operations Center to look at their technology. A demonstration of Kronos will be scheduled later.

Councilor Taylor asked for the committee to look into how we can begin to file hospitality tax applications online and what needs to happen to allow us to do the initial business license online.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to enter into Executive Session at 5:41 p.m. for the discussion of **Item 24**.

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

AgFirst

ADJOURNMENT

The meeting was adjourned at 6:20 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 1, 2022**

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT



*City of Columbia
A Proclamation*

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps provides opportunities for more than 250,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in Columbia, South Carolina, more than 234 AmeriCorps members and AmeriCorps Seniors volunteers of various ages and backgrounds helped to meet local needs at more than 38 locations in Columbia by responding to COVID-19, tutoring or mentoring children and youth, supporting veterans and military families, combatting the opioid epidemic, restoring the environment, and responding to disasters; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Senior volunteers strengthen the lives of their families' communities, and Columbia, South Carolina as a whole; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to service their country through AmeriCorps and millions more who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service.

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes March 13-19, 2022, as

AmeriCorps Week

in the great City of Columbia and urge my fellow citizens to thank AmeriCorps members and alumni and AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.

*Daniel J. Rickenmann
Mayor*

*Howard E. Duvall, Jr.
At-Large, Council Member*

*Edward H. McDowell, Jr.
District II, Council Member*

*Will Brennan.
District III, Council Member*

*Aditi Bussells
At-Large, Council Member*

*Tina N. Herbert
District I, Council Member*

*Joe E. Taylor, Jr.
District IV, Council Member*



CONTRACT FOR GOODS and SERVICES

This Contract is being awarded under procurement method SC State Contract # 4400026058.

PURPOSE – This Contract 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 Advanced Video Group, Inc., with legal address and principal place of business at 141 Crouch Commercial Court, Irmo, SC 29063 (hereinafter referred to as the “Contractor”), to provide the audio visual equipment, installation, programming and one (1) year service agreement for City Council Chambers.

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

1. **SCOPE OF GOODS and SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS and SERVICES** – The City may require supplemental or additional goods and 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 goods and 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 goods and services performed.

3. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of one (1) year.

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

The Contractor agrees that the Goods and Services shall be prosecuted regularly, diligently

City of Columbia and Advanced Video Group, Inc.
Council Chambers Audio Visual

and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and services outlined herein.

The decision whether to extend the Contract, 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. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the goods and services specified herein.

4. **SCHEDULE FOR COMPLETION OF GOODS and SERVICES** – The Contractor shall complete any and all goods and services performed within this Contract under the direction of the Information Technology Department.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for the audio visual equipment and services, shall no exceed One Hundred Nine Thousand Fifty-Five Dollars and Twenty-Five Cents (\$109,055.25).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods and services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT # 4400026058**

Contractor agrees, under the terms as outlined in the Scope of Goods and Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

7. **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 goods and 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 goods and services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

City of Columbia and Advanced Video Group, Inc.
Council Chambers Audio Visual

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 goods and 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 Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

City of Columbia and Advanced Video Group, Inc.
Council Chambers Audio Visual

- 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 operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and 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.

City of Columbia and Advanced Video Group, Inc.
Council Chambers Audio Visual

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

CONTRACTOR

2.23.2022

Print

Signature

Date: _____

City of Columbia and Advanced Video Group, Inc.
Council Chambers Audio Visual

List of Exhibits

Exhibit A – Quote

Exhibit B – SC State Contract Details

Expiry Date: 3/19/2022

Account Manager: Adam Dox

Bill To:

City Of Columbia
Accounting Division
PO Box 147
Columbia, South Carolina 29201
United States
Attn:Cory Williams

Ship To:

City Of Columbia
1401 Main Street
Columbia, South Carolina 29201
United States
Attn:Cory Williams

Notes:

SC Contract #4400026058

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	7.00	MXCW640 Shure -Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference information, integrated NFC ID card reader, chairman, delegate, listener, and ambient modes, integrated loudspeaker, 10-pin microphone connector, 2 3.5mm headphone jacks with volume controls. Includes SB930 rechargeable Li-Ion battery.	\$1,385.42 USD	\$9,697.94 USD
2	1.00	MXCWNCs-US Shure - NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD	\$1,039.72 USD	\$1,039.72 USD
3	1.00	MXCWAPT-A Shure - Access Point Transceiver for US only; manages audio routing, frequency coordination, and system control for up to 125 wireless conference units; includes 10 Dante™ inputs/outputs and analog XLR inputs/outputs; requires Power-over-Ethernet. Includes paintable cover and wall/ceiling mounting plate.	\$3,466.18 USD	\$3,466.18 USD
4	7.00	MXC420DF/C Shure - Cardioid Dual-Flex Gooseneck Microphone (20 in/50 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units; black	\$191.32 USD	\$1,339.24 USD
5	1.00	TesiraCONNECT TC-5D 5-port expansion device with AVB to Dante Bridging	\$1,170.00 USD	\$1,170.00 USD
6	1.00	Owner Furnished Equipment *Owner Furnished* Line Array Speaker and Amplifier (Relocate to avoid feedback dispersion patterns)	\$0.00 USD	\$0.00 USD
7	1.00	999-5660-500 Vaddio AV Bridge MatrixMIX Production Key Features: 8x2 video mixer that also provides multiviewer output 11x7 audio mixer supports analog, HDMI, USB and IP audio channels Embedded RTSP IP and USB 3.0 output streaming Two graphic keying layers per output channel System	\$9,762.48 USD	\$9,762.48 USD
8	5.00	999-99630-100W Vaddio - RoboSHOT 30E OneLINK: PTZ camera system combines the RoboSHOT 30E HDBT camera with the OneLINK HDMI Receiver for HDBaseT Cameras to extend power, video and control over a single cable for simple, tidy installation. Recommended for large meeting rooms, lecture halls, and houses of worship	\$4,817.40 USD	\$24,087.00 USD
9	1.00	Tesira SERVER-IO Biamp Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added), no AVB-1 network card	\$4,810.00 USD	\$4,810.00 USD

QUOTE #11917-01

Council Chamber

Expiry Date: 3/19/2022

Account Manager: Adam Dox

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1.00	Tesira DAN-1 Tesira 64x64 Dante™ module for use in SERVER or SERVER-IO chassis	\$1,072.50 USD	\$1,072.50 USD
11	7.00	Tesira SEC-4 Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	\$533.00 USD	\$3,731.00 USD
12	1.00	Tesira SVC-2 Tesira 2 line VoIP telephone interface card	\$461.50 USD	\$461.50 USD
13	2.00	Tesira SOC-4 Tesira 4 channel mic/line output card	\$234.00 USD	\$468.00 USD
14	1.00	Tesira SIC-4 Tesira 4 channel mic/line input card	\$266.50 USD	\$266.50 USD
15	1.00	5WMEX164SL12 Screen Innovations 164" Diagonal Motorized Screen, Slate 1.2 Ambient Light Rejection Fabric, 16:10, Tensioned	\$6,185.25 USD	\$6,185.25 USD
16	1.00	AVG Lot Cables AVG Lot Cables, Interconnects, Terminations, and Supply	\$1,847.55 USD	\$1,847.55 USD
17	1.00	AVG Lot Hardware for Install Hardware and supplies required for Installation Project	\$475.00 USD	\$475.00 USD
18	176.00	AVG Installation Tech III AVG Installation, Integration, Wiring & Testing, Tech III	\$95.00 USD	\$16,720.00 USD
19	1.00	Sunbelt Rental Equipment - Scaffolding Sunbelt Rentals - Scaffolding - Weekly Rate	\$375.00 USD	\$375.00 USD
20	82.00	AVG Programming AVG Re-Programming, Onsite Commissioning, Testing, and Training, Tech III	\$95.00 USD	\$7,790.00 USD
21	36.00	AVG Engineering and Drawing AVG Engineering and Drawings, Tech III	\$95.00 USD	\$3,420.00 USD
22	1.00	AVG Silver Service Agreement Silver Service Agreement - 1 year term includes unlimited phone and email support, on-site response time within 2 business days or less during business hours M-F 8:30-5:00. Expedited freight for replacement and repaired items. One Preventative Maintenance provided during annual agreement.	\$5,250.00 USD	\$5,250.00 USD

**QUOTE #11917-01**

Council Chamber

Expiry Date: 3/19/2022**Account Manager:** Adam Dox

Payment Term: Net 30

Quotes Valid for 30 days. Quotes are subject to all applicable sales tax.

PLEASE NOTE: Due to current supply chain issues, orders will be partially invoiced as items are delivered. For products held at Advanced Video Group facilities, supporting documentation for proof of delivery can be provided, such as photos, bill of lading, and serial numbers.

If this Job requires Labor or Installation, a signed Scope of Work will be required along with a Purchase Order for the order to be processed and the project added to our installation schedule.

SC State Agencies: Based on SC State Procurement Policy, non-contract items will be invoiced separately from contract items.

Credit Card orders are subject to a 3% Processing Fee.
Overdue Balances are subject to 15% Finance Charge.

Please send all Purchase Orders to orders@avgroup-sc.com

Product Total	\$75,504.86 USD
Project Services	\$27,930.00 USD
Subtotal	<u>\$103,434.86 USD</u>

Tax	
South Carolina State Tax	\$4,215.29 USD
LOCAL	\$1,405.10 USD
Total	<u>\$109,055.25 USD</u>



EXHIBIT B PROCUREMENT SERVICES

Refresh

Contract 4400026058

[Back to Initial Screen](#)

Validity Start 05/03/2021

Validity End 05/02/2026

Target Value \$ 1,350,000.00

Bid Invitation [5400020901](#)

Contract Notes

Vendor 7000070682

Vendor Address ADVANCED VIDEO GROUP INC
141 CROUCH COMMERCIAL COURT
IRMO SC 29063

District RICHLAND

Telephone (803) 451-4031

E-mail info@avgroup-sc.com

Fax Number (855) 884-7647

Minority Status Not Applicable

Home Page <http://www.avgroup-sc.com>

Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
DINICOLA, ARLENE	VP FINANCE & OPERATIONS	(803) 451-4031 ext 213	arlene@avgroup-sc.com
DOX, ADAM	Primary Contact	(803) 451-4031	adam@avgroup-sc.com
DOX, ALLAN	OWNER/SALES	(803) 451-4031 ext 216	allan@avgroup-sc.com
DOX, ALLAN	Emergency Contact	(803) 451-4031	allan@avgroup-sc.com
DOX, JUSTIN	SALES	(803) 451-4031 ext 230	justin@avgroup-sc.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.docx	04/26/2021 05:05:54 PM

Contract Items

5 Items found, displaying all Items.

Item Pricing	
00001	Audio Visual Equipment Material Group: 91509 - audio/video production services complete Agency: Statewide
00002	Technician 1 Material Group: 91509 - audio/video production services complete Agency: Statewide
00003	Technician 2 Material Group: 91509 - audio/video production services complete Agency: Statewide
00004	Technician 3 Material Group: 91509 - audio/video production services complete Agency: Statewide
00005	Extended Warranty Material Group: 91509 - audio/video production services complete Agency: Statewide

We respectfully request Council's approval for this purchase using the SC State Contract # 4400026058 Vendor, Advanced Video Group, Inc., at the following cost plus sales tax.

Audio Video Equipment and Services	
Base Price	\$103,434.86
SC State Taxes	\$6,040.39
PO Total	\$109,055.25

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through State contracts.



CONTRACT FOR GOODS

This Contract is being awarded using the SC State Contract# 4400026582 and 440002484.

PURPOSE – This Contract 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 Shealys Truck Center Inc. with legal address and principal place of business at 1340 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of a Western Star 4700 cab/chassis (Dump Truck).

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods 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 goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.
3. **TERM OF CONTRACT** – Full Net Invoice / Delivery
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Shealy's Truck Center Inc., shall not exceed Two Hundred Sixty-Eight Thousand Seventeen Dollars and Zero Cents (\$268,017.00).

- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC State Contract # 4400024844 and 4400026582

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. SC State Contract #4400024844 and 4400026582
3. Cost Proposal
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

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 delivery of all the goods 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 provide the goods 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.

City of Columbia and Shealy's Truck Center Inc.

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, 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 schedule of goods, 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 Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of

Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

- K. In carrying out the service, the 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 operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The 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.

City of Columbia and Shealy's Truck Center Inc.

- 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 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Shealys Truck Center Inc.

SIGN HERE

C. David Shealy
Print

Signature

Date: 09/10/2021

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/16/2021

List of Exhibits

City of Columbia and Shealy's Truck Center Inc.

Exhibit A – Quote

We respectfully request Council's approval for this purchase using the State Contract # 4400018743 and 4400027177 Vendor, Shealy's Truck Center Inc., at the following cost.

2022 Isuzu Diesel Truck with a Switch-N-Go Body	
Base Price	\$ 50,950.00
Lee Transportation	\$ 55,340.00
Upgrade to 19,500 GVW	\$ 6,192.93
Body Handling Fee	\$ 1,400.00
IMF Fee	\$ 500.00
PO Total	\$ 114,382.93

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through State Contracts.

Contract Amendment #2

Badger Meter BEACON AMA Managed Solution General Agreement
RFP-001-18-19-ECM

Badger Meter, Incorporated

February 21, 2022

Description of Change: Request change in Agreement for Managed Solution Services between the City of Columbia (City) and Badger Meter, Incorporated (Vendor) dated February 25, 2019 (Agreement) to provide funding for the remainder of Fiscal Year 2021-2022 monthly meter endpoint services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Initial Term Years 1 – 3 March 18, 2019 to March 17, 2022; Purchase Order# P176993):	\$1,089,935.00
Current Contract Amount:	\$1,089,935.00
Amendment #1 (No Cost; Initial Term Time Extension from March 17, 2022 to June 30, 2022; Purchase Order# P176993):	\$00.00
This Amendment #2 (Cost Increase/Addition thru end of FY2021-2022; Purchase Order# P176993):	\$220,000.00
Revised Contract Amount:	\$1,309,935.00

This Change is Acceptable:

Name of Firm

Badger Meter, Incorporated

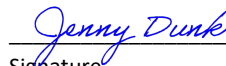
City of Columbia

Office of the City Manager

Jennifer A. Dunk, Assistant Secretary and Proposal Lead

Teresa Wilson, City Manager

Print Name


Signature

Signature

February 28, 2022

Date

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
2.25.2022

PO Remaining Balance	
\$	123,276.84

Month	Estimated Charges	
February	\$	64,000.00
March	\$	64,000.00
April	\$	65,280.60
May	\$	65,280.60
June	\$	65,696.40
Total	\$	324,257.60

Delta	\$	200,980.76
(Total - PO Remaining Balance = Delta)		



We Are Columbia

Procurement & Contracts Department
1800 Main Street, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-733-8408

March 18, 2019

Re: Notice to Proceed for Badger Meter Beacon AMA Managed
Solution Agreement; Advanced Metering Infrastructure;
WM4354

Badger Meter
4545 W. Brown Deer Rd. P.O. Box 245036
Milwaukee, WI. 53224-9536

Mr. Speranza,

The City Manager approved the subject Contract Agreement with your firm on February 25, 2019.

This is your written authorization to proceed with the work described in the Contract Agreement. The City's Project Manager, Mr. Jason Shaw, will be managing this project and will be working with you through contract closeout.

Please forward all invoices for your services to AccountsPayable@columbiasc.gov with a complete description of services rendered and include the **Purchase Order # P176993**. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment. I have further enclosed a new form (Form 100) for your information. This form is to be submitted with all invoices you submit to the City of Columbia so that we can accurately report Subcontractor payments.

We look forward to working with you on this project. If you have any questions, please let me know at raymond.brindle@columbiasc.gov.

Regards,

Naila J. Scott
Contracts Administrator

Enclosure

Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement & Contracts
Mr. Clint Shealy, ACM, Columbia Water, Utilities, and Engineering
Mr. Joey Jaco, PE, Director of Utility Operations
Mr. Jason Shaw, PE, Water Engineer
Ms. Jan Alonso, CGFO, Finance Director

[illegible]

Utilities & Engineering Department
1136 Washington Street 5th floor
Columbia, SC 29217
Office (803) 545-3049
Fax (803) 545-4130

- * Denotes Invoiced Payment (you must include this payment in the above form)
* Please note you must have all protege/subcontractor city vendor #'s, email addresses, and race/gender included on your form 100 in order to ensure prompt payment
* All subcontractors should be listed on all form 100's

Signature _____

Date _____

Key:

- 1 African American Female Owned Business
- 2 African American Male Owned Business
- 3 Asian Female Owned Business
- 4 Asian Male Owned Business
- 5 Hispanic Female Owned Business
- 6 Hispanic Male Owned Business
- 7 Native-American Female Owned Business
- 8 Native-American Male Owned Business
- 9 Non-Minority Female Owned Business
- 10 Non-Minority Male Owned Business
- 11 Other

**This information is used for data purposes only for the city

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: BADGER METER INC
PO BOX 245036
MILWAUKEE, WI 53224-9536

PURCHASE ORDER

P.O. NUMBER	P176993
DATE	03/29/19
VENDOR I.D.	V002294
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R196280
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX# (414) 371-5981

Page 1 of 9 LTD
DPHILLIPS@BADGERMETER.COM

DELIVER ITEMS TO:

ENGINEERING
1136 WASHINGTON STREET, 7TH FLOOR
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	ALL PRICES SPECIFICATIONS, TERMS AND CONDITIONS PER THE CITY OF COLUMBIA RFP001-18-19-ECM. AND THE MUTUALLY AGREED UPON EXECUTED AGREEMENT SIGNED ON 2-25-19. Software Service for the BEACON AMA Managed Solution. The term of this BEACON Agreement begins on the effective date and continues for the initial term of three (3) years with twenty (20) additional annual options to renew based on mutual agreement of the parties unless earlier terminated in accordance with Section 11 or 12 of the BEACON Agreement. This year one (1) of a three (3) year agreement. Page 1 of 9 Project Manager Jason Shaw 803-545-3287 Department of Procurement & Contracts Phone: 803-545-3470 procurement@columbiasc.net	1,089,9	EA	1.00	1,089,935.00
				SALES TAX	0.00
				TOTAL	1,089,935.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Shannon Lizeniski

P176993
Page 2 of 9
LTD

Badger Meter BEACON AMA Managed Solution General Agreement

This BEACON AMA MANAGED SOLUTION GENERAL AGREEMENT ("BEACON Agreement") is entered into as of the 18th day of March, 2019 (the "Effective Date") by and between Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("Badger Meter"), and the City of Columbia, SC, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("Customer").

1. **ACCESS AND USE OF SERVICE.** Badger Meter has developed a hosted, on-demand, software service for the BEACON AMA Managed Solution ("Service") via a website ("Portal") which is accessible to its Customers and their end users ("Consumers") to view metering and water usage service information. Upon Badger Meter's Acceptance of the terms of this BEACON Agreement, Badger Meter grants to Customer the right to remotely access and use the Service from the Portal for Customer's Internal business use and for the benefit of Consumers during the Term. Except for the rights to access and use the Portal and the Service granted to Customer and its Consumers during the Term as defined below, Badger Meter retains all other Intellectual property rights related to the Portal and the Service.
2. **TERM.** The term of this BEACON Agreement begins on the Effective Date and continues for the initial term of three (3) years with twenty (20) additional annual options to renew based on mutual agreement of the parties unless earlier terminated in accordance with Sections 11 or 12 of the BEACON Agreement (the "Term"). The parties reserve the right to terminate this agreement per the termination clauses and conditions as outlined in Sections 11 and 12 of this agreement.
3. **COMPENSATION** – The total compensation to be paid by the Customer to the Badger Meter under this Agreement shall be governed by the pricing set forth in Appendix 2 - Final Cost Sheet and as summarized as follows:
 - a. For the initial three-year term as outlined herein and for optional annual terms or years 4-10, if exercised, the Customer shall pay Badger Meter an amount not to exceed \$0.385 per Endpoint per month for each endpoint installed by the Customer and Badger Meter.
 - b. For optional annual terms during years 11-20, the Customer shall pay Badger Meter an amount not to exceed \$0.363 per Endpoint per month for each endpoint installed by the Customer and Badger Meter.
 - c. As applicable, if any annual option renewal terms are required after year 20 or (b) above, the parties reserve the right to negotiate the terms and not to exceed monthly charge per Endpoint within 90 days of the last anniversary date.

P176993
Page 3 of 9
LTD

Badger Meter shall submit invoices quarterly based on the amount of installed endpoints per month for services rendered. For example, if in months 1-3 of the project, the team completes 500 installations in month one, 1,000 installations in month two and 2,000 installations in month three, Badger Meter will invoice the Customer for (500 x 3 months, 1,000 x 2 months and 2,000 for 1 month for a total of 5,500 Service Units. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). During the term of the installation project, each invoice shall bear the signature of Badger Meter project manager, 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 Customer will not pay interest or penalty on any past due amount.

4. **RESTRICTIONS ON RIGHT TO USE THE SERVICE.** Customer agrees that neither Customer, its employees and contractors ("Authorized Users") nor those water end users whom Customer has approved as an end-user of the Portal and Service by Customer ("Consumers") will perform any of the following actions when accessing the Portal or utilizing the Service:
 - a. Sell, license, sublicense, or otherwise permit access by unauthorized third parties to the Portal or the Service.
 - b. Remove patent, copyright, trademark or other intellectual property markings on the Portal or Service.
 - c. Copy, disassemble, reverse engineer, or otherwise modify the Portal or Service.
 - d. Use the Portal or Service in a manner that violates any international, federal, state or local law, rule or regulation.

5. **CUSTOMER DATA.** Any information provided to Badger Meter by Customer or its Consumers in accessing or using the Portal or the Service, including but not limited to any personally identifiable information ("Customer Content") shall remain the property of Customer. Customer grants Badger Meter the right to host, access, store and use such Customer Content and to provide, maintain and enhance the Portal and the Service. Customer shall remain responsible for complying with all applicable data privacy and security laws related to the Customer Content and represents to Badger Meter that it has obtained consent from the Authorized Consumers to transmit the Customer Content to Badger Meter and to allow Badger Meter to host, access store and use and allow access to the Customer Content.

6. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:
 - a. Has the right and authority to enter into this BEACON Agreement and to meet its legal obligations under this BEACON Agreement.
 - b. Will comply with all applicable international, federal, state and local laws rules and regulations ("Law") related to the performance of its obligations under this BEACON Agreement and the use of the Services and will ensure that neither Customer, its employees or agents or the Consumers will access the Portal or the Service in any manner that violates any applicable Law.

P176 993
Page 4 of 9
LTD

- c. Will not resell, license, sublicense, assign, transfer or distribute to third parties, access to the Portal or Service.
- d. Will not alter, reverse engineer, disassemble, or otherwise modify the Portal, or the Service, or make any derivative work based in whole or in part on the Portal or the Service.
- e. Will require that the Consumers comply with Badger Meter's End User Terms and Conditions for use of the Portal and Service as it may be updated from time to time.

7. **INDEMNIFICATION.** To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "Provider Parties"), against any and all claims made against the Provider Parties by any third party arising out of or related to: (i) Customer's, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; or (iii) a dispute between Customer and any Authorized User or Authorized Consumer

8. WARRANTY

(a) **Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to the Attachment A - Service Level Agreement. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(b) **Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 8(a), Customer is required to notify Badger Meter promptly as defined in Attachment A - Service Level Agreement. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with Attachment A - Service Level Agreement.

(c) **BADGER METER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE, THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.**

P176993
Page 5 of 9
LTD

ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION 8 IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS BEACON AGREEMENT WITH CUSTOMER.

9. LIMITATION OF LIABILITY. CAP ON DAMAGES

- a. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIM RESULTING FROM LOSS OF DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE OR LOST PROFITS; OR (C) ANY OTHER CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE. ANY CLAIM AGAINST BADGER METER MUST BE BROUGHT NO MORE THAN THREE (3) MONTHS FROM THE DATE THE CLAIM AROSE.

CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 9 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 3.

10. CONFIDENTIALITY.

- a. Protection of Confidential Information. The parties agree that any nonpublic information shared between the parties in connection with their performance under this BEACON Agreement shall be deemed to be confidential and proprietary, including but not limited to the Customer Content ("Confidential Information"). Each party agrees to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this BEACON Agreement, without the other party's prior written consent.
- b. Return/Destruction. Within ten (10) days after receiving a request from the Disclosing Party, the Receiving Party agrees to either return to the Disclosing Party tangible and intangible originals and copies of any Confidential Information, as well as any materials developed using the Confidential Information, or destroy the Confidential Information Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and the Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
- c. Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except as permitted under this BEACON Agreement or as otherwise required by law. If a party receives a request for access to the other party's Confidential Information, that party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

P176993
Page 6 of 9
LTD

- d. Exclusions from Confidential Information. Confidential Information of a party shall not include Information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party outside of this BEACON Agreement without the use of the disclosing party's Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.
- e. Equitable Relief. The parties agree that in the event of a breach of this Section 10, money damages may be inadequate. Either party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 10.

11. TERMINATION BY BADGER METER.

- a. Badger Meter will have the right to terminate this BEACON Agreement prior to the expiration of the Term upon (i) a material breach after providing ten (10) days written notice to Customer and an opportunity to cure; (ii) a violation of Customer's representations and warranties; or (iii) upon an assignment for the benefit of creditors, the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province, state or country relating to insolvency or for the protection of creditor rights or if Customer becomes insolvent or technically bankrupt.
- b. Badger Meter will have the right to terminate this BEACON Agreement upon non-payment of subscription fee by Customer for the Service.
- c. Upon termination of this BEACON Agreement, (i) Badger Meter may cease providing access to the Portal and the Service to Customer and its Authorized Users; (ii) Customer and its End Users will have no further right to use the Portal or the Service; (iii) will immediately cease using the Portal and the Service, and will receive no further Services; (iv) the parties will deliver to each other any Confidential Information of the other party in its possession or control and (v) Badger Meter may cease gathering data from Customer's endpoints at 120 days after termination.
- d. If Customer desires to reinstate Service after termination, a reinstatement fee will apply.

12. TERMINATION BY THE CUSTOMER.

The Customer may terminate the contract at any time upon any of the following grounds: 1) Failure by the Customer to appropriate funds in its budget to pay the respondent for the requested service; 2) Badger Meter fails to perform any of the services required in the BEACON Agreement per the express limited warranty in Section 8, and does not correct such deficiency within thirty (30) days after having been notified of such deficiency by the Customer; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the Customer, at the Customer's discretion, for any reason whatsoever deemed to be in the best interests of the Customer.

In the event that the contract is wrongfully terminated under any of the other grounds

P176993
Page 7 of 9
LTD

enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, Badger Meter shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Badger Meter prior to the date of termination of the agreement. Badger Meter shall not be entitled to any claim against the Customer for any additional compensation or damages in the event of such termination and payment.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Badger Meter will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Badger Meter will not be reimbursed any costs amortized beyond the initial contract term.

13. DATA SECURITY AND RECOVERY.

- a. **Data Transmission Risks.** Customer acknowledges that security of transmissions over the Internet or the cellular network cannot be guaranteed. Badger Meter is not responsible for (i) Customer or its Consumer's access to the Internet; (ii) interception or interruptions of communications through the Internet or over the cellular network; or (iii) changes or losses of data through the Internet. In order to protect Customer Content, Badger Meter may suspend Customer, Authorized Users or Consumers use of the Portal or Service immediately, without prior notice, pending an investigation of any potential security breach.
- b. **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with the Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer, its Consumers or any third party arising from Customer or its Consumer's failure to comply with these security obligations.
- c. **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Consumers or third parties, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any Law.

P176993
Page 8 of 9
LTD

14. GENERAL.

- a. Binding Agreement. This BEACON Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- b. Affiliates. This BEACON Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer ("Affiliate") access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.
- c. Assignment. Either party may assign its rights and obligations under this BEACON Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this BEACON Agreement without the consent of the Customer (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; or (iii) in the event of a similar change of control.
- d. No Waiver; Severability. All rights and remedies of the parties are separate and cumulative. The waiver or failure of either party to exercise any right or remedy provided under this BEACON Agreement will not be deemed a waiver of any further right or remedy.
- e. Savings Clause. The invalidity of any provision of this BEACON Agreement shall not affect the validity and binding effect of the remaining provisions.
- f. No Third Party Beneficiaries. Nothing express or implied in this BEACON Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties.
- g. Governing Law. The terms of this BEACON Agreement are governed by the laws of the State of South Carolina, without reference to its conflict of laws principles, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Richland County, South Carolina, and waive any objection that they would otherwise have to venue in such courts.
- h. Survivability. Any provision of this BEACON Agreement which by its nature should survive termination or expiration of this BEACON Agreement shall survive its expiration or termination.
- i. Force Majeure. Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God, natural disasters, strike, work stoppage or other labor dispute, riots, acts of war or terrorism, or any action or restraint by court order or public or governmental authority.
- j. Amendment. This BEACON Agreement may only be amended by a written document signed by both parties.
- k. Entire Agreement. This BEACON Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations or proposals, whether written or oral.
- l. Privacy Policy: Badger Meter's Privacy Policy, is attached along with the Badger Meter's Terms of Use, which may be updated at Badger's sole discretion. Should Badger Meter make changes to the Privacy Policy or Terms of Use, we will notify you by posting a notice on <https://beaconama.net>. Your continued use of the BEACON AMA Managed Solution after we

P176993
Page 9 of 9
LTD

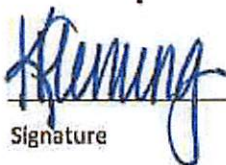
make changes to either the Privacy Policy or Terms of Use, constitutes the acceptance of those changes.

[End of Page]

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON AMA Managed Solution General Agreement by signing below:

BADGER METER, INC

THE CITY OF COLUMBIA, SC


Signature

Korrine L. Fleming

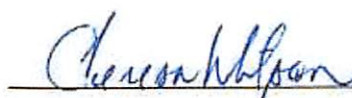
Printed Name

Assistant Secretary

Title

February 12, 2019

Date


Signature

Signature

Teresa Wilson

Printed Name

City Manager

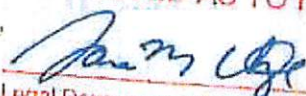
Title

2/25/2019

Date

Witness: 
Christopher D. Washington

Witness: 
Erika D. Moore

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Please Submit Form and All Documentation to
procurementneeds@columbiasc.gov

Office of Business Opportunities Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☐ Yes ☐ No ☒ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

There are no OBO programs assigned to this project.

OBO Dated and Signed: *LaTonya B Germany* *February 22, 2022*

When completed, please submit Form and all supporting documentation to
procurementneeds@columbiasc.gov.



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under Sourcewell Contract #120721-RVL.

PURPOSE – This Contract 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 Jet Vac Equipment Company with legal address and principal place of business at PO Box 6680 Sumter, South Carolina 29154 (hereinafter referred to as the “Vendor”), for the purchase of an IBAK Rapid View Truck Mounted HD/4K Lateral Launch (*Ford Van with an enclosed box*).

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES AND SERVICES** – The City may require supplemental or additional vehicles and services from the Vendor or recommended by the Vendor and approved by the City in writing.

The Vendor must obtain written approval from the City for any supplemental or additional vehicles and services prior to delivery. If the Vendor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Vendor for the vehicles and services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Vendor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Three Hundred Forty-Five Thousand Eight Hundred Fifty-Seven Dollars and Eighty-Eight Cents, (\$345,857.88).

B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices

City of Columbia and Jet Vac Equipment Company

stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #120721-RVL.**

Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (IBAK Rapid View Truck Mounted HD/4K Lateral Launch *(Ford Van with an enclosed box)*).

6. **MISCELLANEOUS**

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

The Vendor shall furnish and its SubVendors shall furnish all information and reports required hereunder.

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

City of Columbia and Jet Vac Equipment Company

and the performance thereof. The City may seek attorney's fees and the Vendor 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 Vendor.

- F. This Agreement represents the entire agreement between the City and the Vendor 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 Vendor.

- G. The failure of either the Vendor 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 Vendor acknowledges, for itself and its SubVendor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

City of Columbia and Jet Vac Equipment Company

“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 Vendor 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 Vendor 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 Vendor operations, including, but not limited to the Vendor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Vendor 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 Vendor 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 Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Jet Vac Equipment Company

APPROVED AS TO FORM



Legal Department City of Columbia, SC

2.23.2022

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

CITY OF COLUMBIA, SOUTH CAROLINA

 Witness

 Teresa Wilson, City Manager
Date:

JET VAC EQUIPMENT COMPANY

SIGN HERE

 Justin Kohl

Print

 Signature
Date: 2-24-22

City of Columbia and Jet Vac Equipment Company

List of Exhibits

Exhibit A – Quote and Specification

Exhibit A



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
1/5/2022	Q2022-15

Name / Address
City of Columbia PO Box 147 Columbia, SC 29217

PLEASE VERIFY SHIP TO ADDRESS	
City of Columbia Jason Manchee 2910 Colonial Drive - RM 109 Columbia, SC 29203	
Phone 803-545-3913 Jody ...	Fax 803-988-8076

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.
- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	JS1	FOB Shipping Point	Delivery
-------	---------------------------	-----	-----	--------------------	----------

Description	Qty	Amount	Total
SOURCEWELL CONTRACT #120721-RVL IBAK/RapidView TRUCK MOUNTED HD/4K Lateral Launch to Include the Following; ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA Adapter 8 HD - 10 HD For plug-in installation of IBAK ORION 3 Pressure Test Set/ Air Pump T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module Remote Elevator for T76/86 IBAK Pneumatic Wheels for KRA75 and LISY150, GREY Tungsten Carbide Wheels for T76/86/Pano 2 in 6" and up (SET of 4EA) Tungsten Carbide Wheels for T76/86/Pano 2 in 8" and up Treaded Wheels (Hard) 8" and up HD LISY 3.2 Synch Lateral Launch Module Package without cable LISY Camera Cable (soft cable) 500' Standard Detachable MP4 LISY Propulsion Pushrod w/512 Hz Transmitter 120' in Length. Lisy / Hek lift holster BS7 Control Unit (EDI) KW505 FO2 4K Synchronized Power Cable Reel FOX FO4 HD 4K Dual Fiber Camera Cable Type 00/20 - 1,000' KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope Cable Deflection Pulley KW305/505 19" Industrial PC Non-HD Video Capture Device	1	354,431.88	354,431.88T

Subtotal**Total**

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
1/5/2022	Q2022-15

Name / Address
City of Columbia PO Box 147 Columbia, SC 29217

PLEASE VERIFY SHIP TO ADDRESS	
City of Columbia Jason Manchee 2910 Colonial Drive - RM 109 Columbia, SC 29203	
Phone 803-545-3913 Jody ...	Fax 803-988-8076

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.
- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	JS1	FOB Shipping Point	Delivery
-------	---------------------------	-----	-----	--------------------	----------

Description	Qty	Amount	Total
KW Reel cabinet, (Long Version for LISY), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction. Powered Rear Canopy - Push Button 4% Sourcewell Discount 17" Monitor for use with Panoramio Replace aluminum flooring with Lonseal flooring in office and aluminum diamond plate flooring in rear. No Rocktop liner in cab Extra Springs Shipping & Handling Total sales tax calculated by AvaTax Beginning July 1, 2017, vehicles, trailers, semi-trailers and other items required to be registered with the SC DMV are exempt from the Max Tax Sales Tax and subject to the new Infrastructure Maintenance Fee instead. This fee is 5% of the gross sales price or \$500, whichever is less. This fee has NOT been collected for this sale, as it must be paid to SC DMV when the vehicle is registered. Sales Tax	1	-13,074.00 4,000.00 0.00 0.00 0.00%	-13,074.00 4,000.00 0.00 0.00T 0.00

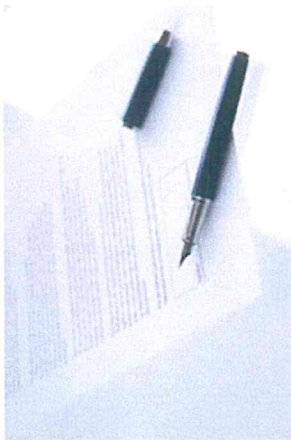
Subtotal \$345,357.88

Total \$345,357.88

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

Our Contracting Process



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

The Process

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

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

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

The Principal Procurement Agencies

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

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

We respectfully request Council's approval for this purchase using the Sourcewell Contract #120721-RVL Vendor, Jet Vac Equipment Company, at the following cost.

Ford Van with an enclosed box	
Base Price	\$ 354,431.88
Sourcewell Discount 4%	\$ (13,074.00)
Shipping and Handling	\$ 4,000.00
SC State Taxes	\$ 500.00
PO Total	\$ 345,857.88

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts.

CONTRACT

City of Columbia, South Carolina

SS7583 (CDBE)

Saluda River 02 (SR02) Engineer-Led Find and Fix

BID014-21-22-LAG

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

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred ninety-five (395)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Nine Million Five Hundred Forty-Seven Thousand Eight Hundred Sixty-Six Dollars and Zero Cents (\$9,547,866.00)**. This contract also provides for an additional contingency in the amount of **Nine Hundred Fifty-Four Thousand Seven Hundred Eighty-Six Dollars and Sixty Cents (\$954,786.60)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Permits.

9.2.8 Location Map.

9.2.9 Technical Specifications.

9.2.10 Project Manual.

9.2.11 Addenda numbers 1 to 5, inclusive.

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

9.2.13 Procurement Process and CDBE Information.

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	BID014-21-22-LAG Addendum 5	Organization	City of Columbia, SC
Event Title	Saluda River 02 (SR02) Engineer-Led Find ar	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	11/12/2021 02:00:04 PM (ET)	Phone	
Close Date	1/13/2022 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
mcclam & associates inc	little mountain	SC	1/13/2022 09:24:23 AM (ET)	1	\$9,547,866.00
North American Pipeline Manag	Marietta	GA	1/13/2022 09:51:15 AM (ET)	1	\$11,448,350.00
Gulf Coast Underground, LLC	Theodore	AL	1/13/2022 09:55:44 AM (ET)	1	\$26,603,665.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Compliance Specialist

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: January 13, 2022

PROJECT: BID014-21-22-LAG – Saluda River 02 (SR02) Engineer-Led Find and Fix (SS7583) CDBE

Bids for this project were opened publicly at 10:00 a.m. on January 13, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is McClam & Associates Inc. of Little Mountain, SC at \$9,547.866.00.

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

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

Thank You.

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

Date: January 18, 2022

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
AM Liner East, Inc.		CIPP	\$1,092,000.00	11.44 %		
BLD Services, LLC		Lateral CIPP	\$1,112,000.00	11.65 %		
Hydrostructures, PA		CCTV/Cleaning MH Inspections	\$397,075.00	4.16 %		
Chao & Associates, Inc.		GIS Updates	\$5,250.00	0.05 %	MBE CDBE LBE	AM
Intech Coating Consultants, LLC		MH Rehab	\$253,750.00	2.66 %		
Smoak Construction, LLC		Open Cut Point Repairs	\$1,473,420.00	15.43 %	CDBE LBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
L.A. Barrier & Son Inc.		Hauling/Stone	\$227,390.00	2.38 %	CDBE LBE	FB
Sloan Construction Company, Inc.		Asphalt Milling Resurfacing	\$225,900.00	2.36 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 4,786,785.00

TOTAL CONTRACT AMOUNT: \$ 9,547,866.00

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

Business Name: McClam & Associates, Inc.

Representative Name/Title: J. R. McClam IV, Terre R. McClam IV, PM

Date: 1/13/2022

APPENDIX B: CSP/LETTER OF CDBE COMMITMENT

(Click here for fillable form)

State of SCCounty of NewberryI, Jesse R. McClam IV being first duly sworn, deposes and says on this 16 day of December, 2021 that:

(1) The offeror Jesse R. McClam IV of McClam & Associates Inc.
 (Name of Offeror) (Name of Company)
 located at 1642 Holy Trinity Church Rd Little Mountain, SC agrees to all information below:
 Address City, State & Zip 29025

- a) ☒ The offeror agrees to meet or exceed the 15 % CDBE goal placed on this solicitation. The CDBE goal that the offeror agrees to meet is 17 %. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project.
- b) ☐ The offeror agrees to meet at least 50% or more of the ___ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ___ %. If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.
- c) ☐ The offeror states that they have not met or exceeded the goal and have secured less than 50% of the ___ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ___ %. In accordance with the CDBE guidelines, offeror agrees to submit their *Good Faith Efforts (GFE) required documentation* with this letter during the Compliance Submittal Period (CSP). If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.

(2) Only answer this question if "c" was checked above: The offeror agrees by checking the appropriate boxes below, that they have exhausted all efforts to find CDBEs/DBEs by utilizing the tiered approach. Offeror also agrees that they have documented each tiered approach in their good faith efforts. A completed CDBE/DBE participation log is included in their GFE documentation submitted during CSP.

Tiered Approach (Check all that applies):

- ☐ **Tier One** - Utilization of CDBEs (Eight County CSA)
- ☐ **Tier Two** - Utilization of Certified DBEs within the Eight County CSA
- ☐ **Tier Three** - Utilization of Certified DBEs within the State of South Carolina

(3) The offeror agrees by checking the box below, that the CDBEs/DBEs included in bid will self-perform a minimum of 50% of their portion of the project.

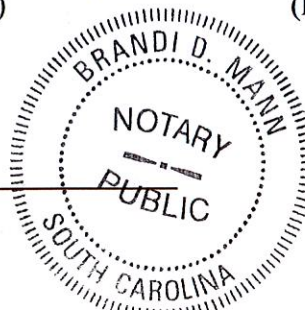
- ☒ Offeror agrees to ensure that the CDBE/DBE subcontractors are self-performing a minimum of 50% of their portion of the project. By checking this box, any offeror acknowledges that if the CDBE/DBE subcontractors fail to self-perform a minimum of 50% of their portion of the project, the offeror is in material breach of its agreement and can be barred from participation in the project

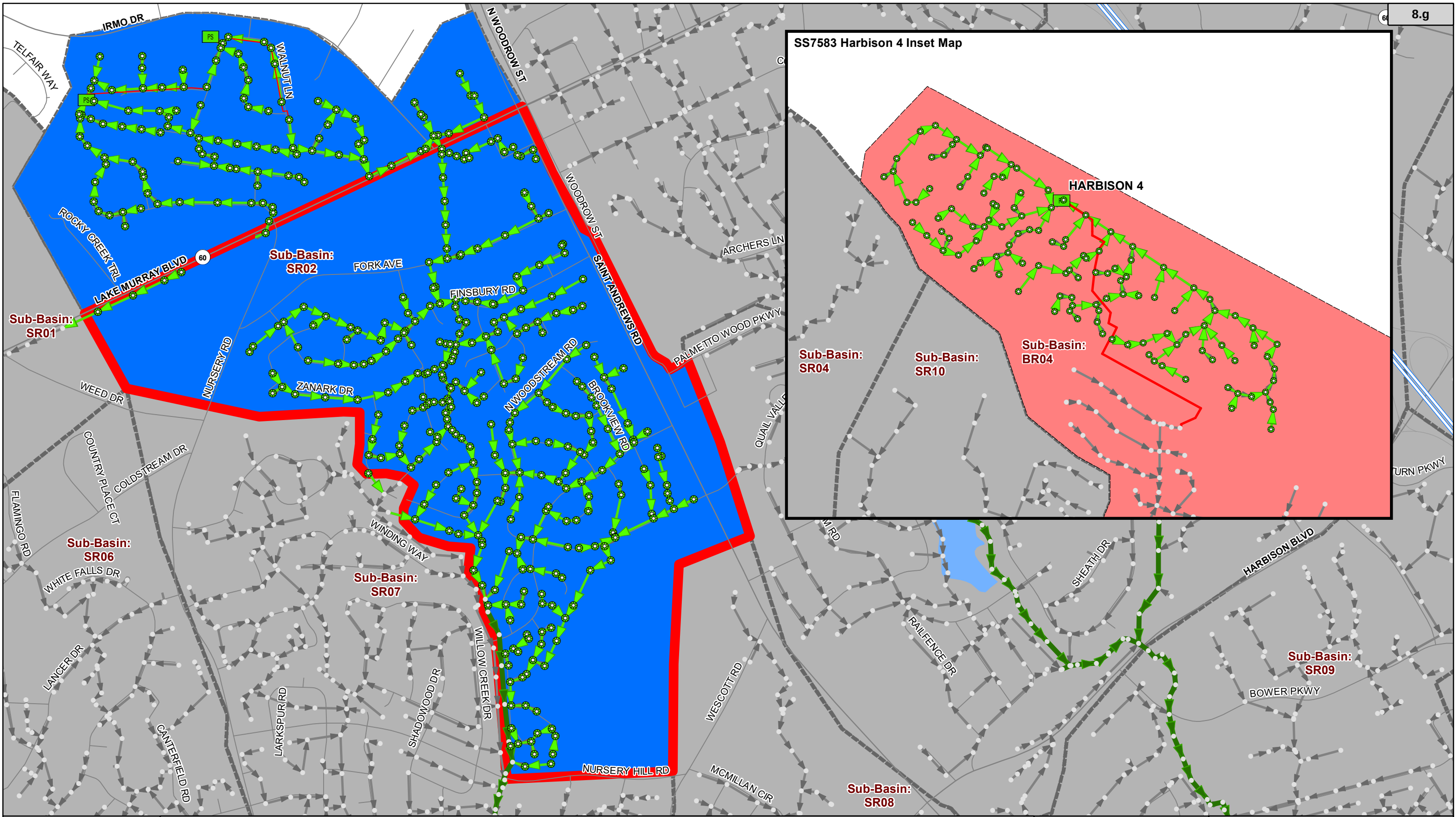
J. R. McClam IV Project Manager 12/16/2021
 (Signed) (Title) (Date)

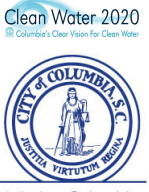
Subscribed and sworn to before me

this 16 day of Dec., 2021

Brandi D. Mann
 (Notary Public)

My commission expires Aug. 9, 2031





Clean Water 2020
Columbia's Clear Vision For Clean Water

CBP: 09/22/2020
CW2020_Master\Production_Maps\ProjectLocation_Maps\GIS\SS7583 SR02 Engineer-Led Find & Fix Rehabilitation

- SR02 Minor Sewer Manholes
- SR02 Minor Sewer Gravity Mains
- Sewer Manhole
- Sewer Gravity Mains

- PS Sewer Pump Station (Active, City)
- Sewer Pressurized Mains (Active, City)
- Sewer Gravity Main (≥ 15)

- SS7583 SR02 Project Extent
- Saluda River 02
- Broad River 04
- Saluda River



1 inch = 900 feet

0 325 650 1,300 Feet

SS7583 SR02 & Harbison 4 Engineer-Led Find & Fix Rehabilitation

Prepared For: Cle

Packet Pg. 76

ORDINANCE NO.: R-2022-022

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 934 Laurie Lane, Richland County TMS #11215-04-23 from the City of Columbia to Tarez Graham for the sum of One Hundred Ninety-nine Thousand and No/100 (\$199,000) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CONTRACT OF SALE

DATE. A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Tarez Graham**, Purchaser(s) and **City of Columbia, South Carolina**, **Seller, as of the date last signed below.**

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 11215-04-23.**

The Property address: 934 Laurie Ln. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is One Hundred and Ninety-Nine Thousand and No/100 (**\$199,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owner's insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One-Thousand Five-Hundred and No/100 (\$1,500.00) Dollars.**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Tarez Graham**.

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One-Thousand Five-Hundred and No/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One-Thousand Five-Hundred and No/100 (\$1,500.00)** Dollars for closing cost plus **Forty-Eight Thousand-Five Hundred and 0/100 (\$48,500)** Dollars equity realized for a total loan amount of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period.** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period.** the forgivable loan balance must be repaid at a prorated basis. This loan of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Six Hundredths (6.66%) per cent per year of the original amount of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years.** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD.** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

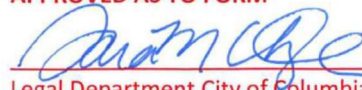
Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

APPROVED AS TO FORM



Legal Department City of Columbia, SC
2/22/2022

WITNESS

PURCHASER

Date _____

WITNESS

SELLER

City of Columbia, SC

By: Teresa Wilson

Its: City Manager

Date: _____

ORDINANCE NO.: R-2022-023

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 612 Hemphill Street, Richland County TMS #13708-22-06 from the City of Columbia to Ernest Berry for the sum of One Hundred Eighty-seven Thousand and No/100 (\$187,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

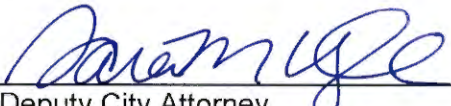
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CONTRACT OF SALE

DATE. A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Ernest Berry**, Purchaser(s) and **City of Columbia, South Carolina**, **Seller, as of the date last signed below.**

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 13708-22-06.**

The Property address: 612 Hemphill St. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is One Hundred and Eighty-Seven Thousand and No/100 (**\$187,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One-Thousand Five-Hundred Dollars 00/100 (\$1,500.00).**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Ernest Berry.**

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One-Thousand Five-Hundred 00/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One-Thousand Five-Hundred and 0/100 (\$1,500.00)** Dollars for closing cost plus **Fifty-Six Thousand Five-Hundred and 0/100 (\$56,500.00)** Dollars equity realized for a total loan amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period,** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period,** the forgivable loan balance must be repaid at a prorated basis. This loan of **Fifty-Eight Thousand Fifty and 0/100 (\$58,000.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Six Hundredths (6.66%) per cent per year of the original amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years,** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD,** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

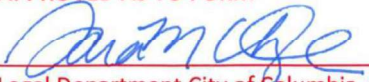
Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

APPROVED AS TO FORM


Legal Department City of Columbia, SC
2/22/2022

WITNESS

PURCHASER

Date _____

WITNESS

SELLER

City of Columbia, SC

By: Teresa Wilson

Its: City Manager

Date: _____

ORDINANCE NO: 2022-020

Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones

WHEREAS, by Ordinance No.: 2019-046 enacted on August 6, 2019, the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b); and

WHEREAS, by Ordinance No.: 2019-056 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders; and

WHEREAS, by Ordinance No.: 2019-063 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones; and

WHEREAS, Council desires to have said Ordinances repealed; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2022, that Ordinance Nos.: 2019-056, 2019-063 and 2019-046 are hereby repealed.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2022-025

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article VIII, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee, are amended to read as follows:

Sec. 5-326. - Rental permit required.

- (a) No owner, whether a person, firm or corporation, shall operate any residential rental unit as defined in section 5-325 unless that owner holds a current rental permit issued by the City of Columbia for the residential rental unit named therein.
- (b) Before a rental permit can be granted owner or landlord shall certify that the subject property complies with the minimum code. This minimum standard shall be determined by the city and available to all citizens upon request. If an owner or responsible local representative is unsure if the property meets the minimum code, inspections by city staff are available upon request.
- (c) Properties that fail to pass an inspection as outlined in this article within 30 days shall correct all defects noted on the inspection report and schedule a subsequent inspection of property.
- (d) Permits are not transferable from any owner to another.
- (e) The permitting year shall ~~be for 12 months following the issuance of the permit.~~ begin on January 1st of each year and consist of a 12-month period.
- (f) Renewals of permits after 60 days of the expiration date will be assessed a late penalty fee of five percent of the unpaid fee per month.
- (g) If the permit fee is not paid after 120 days following the expiration of the permit and the property is occupied as a rental unit, then the City of Columbia shall issue a uniform ordinance summons to the property owner for appearance in municipal court and charged with a violation of this article as provided in section 5-337.
- (h) The property owner will be susceptible to other code enforcement action depending upon the circumstance.
- (i) Each individual property requires a separate permit.
- (j) Professional management companies in good standing are exempt from the annual permit fee.

(Ord. No. 2015-099, 4-19-16)

Sec. 5-339. - Permit fee.

- (a) The annual permit fee shall be \$25.00 for each permit, unless: (1) the applicant is a professional management company applying on behalf of an owner as a responsible local party; or (2) the applicant is licensed by the City of Columbia through the business license office to conduct the business of being a landlord.
- (b) Upon determination that a rental property owner has failed to obtain a rental housing permit, a permit fee shall be assessed at \$400.00 for each year the unpermitted occupancy has occurred.
- (c) An inspection fee of \$50.00 shall be included in the permit fee for properties that fail to pass inspection after the second inspection.
- (d) All required fees shall be paid before a rental permit is issued, including any past due fees assessed for work abated by city.
- (e) Permit fees shall be subject to a pro-rated fee schedule based upon the time frame in which a rental permit is obtained.

(Ord. No. 2015-099, 4-19-16)

Requested by:

Chief Holbrook

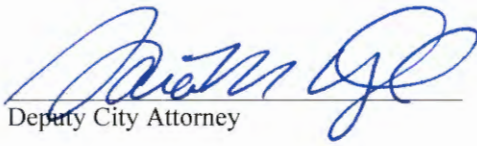
Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-026

*Amending Ordinance 2021-022 to Adopt the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2022*

WHEREAS, on May 18, 2021 City Council enacted Ordinance No. 2021-022 adopting the budget for Fiscal Year 2021-2022 and establishing the ad valorem tax millage rate of ninety-three and eight tenth (93.8) mills; and,

WHEREAS, the COVID-19 Pandemic caused significant economic damage to the United States generally and the City of Columbia (the "City") specifically; and,

WHEREAS, Congress passed, and President Biden signed into law, the American Rescue Plan Act (the "ARPA") on March 11, 2021; and,

WHEREAS, the ARPA included funding for local government fiscal recovery from the economic damage of the COVID-19 Pandemic; and,

WHEREAS, the City received an allocation of \$27,178,358.00 from the American Rescue Plan Act State and Local Fiscal Recovery Fund (the "SLFRF"); and,

WHEREAS, the funding will be received by the City in two tranches, the first of which was received in the amount of \$13,589,179.00 and the second is expected in the summer of 2022; and,

WHEREAS, the use of the 2021 SLFRF must adhere to Federal guidance that has been issued and the City's associated requirements;

WHEREAS, there is an immediate and urgent need to meet the public health, economic and public safety crises as effectively as possible.

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2022 that Ordinance No. 2021-022 is amended pursuant to S.C. Code Ann. Section 6-1-320 as follows to reflect acceptance and receipt of the aforementioned federal funds:

- Allocate funding to Columbia Police Department for Pathways Unit to address mental health crisis and related issues in the amount of \$538,750.00
- Allocate funding to Columbia Police Department for Demolition of vacant, abandoned, & hazardous property for elimination of blight in the amount of \$571,000.00
- Allocate funding to Columbia Fire Department for gear extractors and second set of bunker gear in the amount of \$1,035,000.00
- Allocate funding to reimburse City Departments for premium pay and vaccine incentives in the amount of \$5,160,750.00
- Allocate funding to reimburse City Departments for the costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus in the amount of \$500,000.00

BE IT FURTHER ORDAINED that the budget FY 2021-2022 is hereby amended in the amount of \$7,805,500.00 as reflected on the attached.

Requested by:

Assistant City Manager Palen

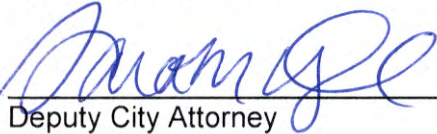
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

From U.S. Treasury - American Rescue Plan Funds \$7,805,000

Fund	FundDesc	Public Health	Public Safety	Prem. Pay & Vac. Incentives	Total By Fund
101	General Fund				
	Columbia Police Department for Pathways Unit to address mental health crisis and related issues		\$538,750		
	Columbia Police Department for Demolition of vacant, abandoned, & hazardous property for elimination of blight		\$571,000		
	Columbia Fire Department for gear extractors and second set of bunker gear		\$1,035,000		
	Employee Premium Pay and Vaccines Incentives			\$3,803,665	
	Costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus	\$432,989			
					\$6,381,404
531	Parking Operating				
	Employee Premium Pay and Vaccines Incentives			\$103,710	\$103,710
551	Water and Sewer Operating				
	Employee Premium Pay and Vaccines Incentives			\$1,153,138	
	Costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus	\$67,011			
					\$1,220,149
553	Storm Water Operating				
	Employee Premium Pay and Vaccines Incentives			\$100,238	\$100,238
Total Amendment		\$500,000	\$2,144,750	\$5,160,751	\$7,805,500

GENERAL FUND SUMMARY

	APPROVED FY 21/22	PROPOSED AMENDMENTS	AMENDED BUDGET FY 21/22
REVENUE CATEGORIES			
GENERAL PROPERTY TAX	59,084,569	1,689,499	60,774,068
LICENSES AND PERMITS	39,032,937		39,032,937
FROM OTHER AGENCIES	17,094,457		17,094,457
CURRENT SERVICE CHARGES	15,295,894		15,295,894
FINES & FORFEITURES	506,500		506,500
MISCELLANEOUS REVENUE	245,000		245,000
INTEREST ON INVESTMENT	145,164		145,164
RENTS & SALE OF PROPERTY	247,000		247,000
TOTAL REVENUE	131,651,521	1,689,499	133,341,020
TRANSFERS IN			
FROM AMERICAN RESCUE PLAN	1,689,499	4,691,905	6,381,404
FROM BOND PROCEEDS	4,228,789		4,228,789
FROM ACCOMMODATIONS TAX	25,000		25,000
FROM HOSPITALITY TAX	3,700,000		3,700,000
FROM CAPITAL LEASE PROCEEDS	9,000,000		9,000,000
FROM PARKING FUND	500,000		500,000
FROM WATER & SEWER	4,189,680		4,189,680
FROM STORM WATER	560,000		560,000
TOTAL TRANSFERS IN	23,892,968	4,691,905	28,584,873
TOTAL GENERAL FUND REV & TRANS	155,544,489	6,381,404	161,925,893
DEPARTMENTS			
LEGISLATIVE - MAYOR & CITY COUNCIL	760,273	3,500	763,773
ADMINISTRATION - CITY MANAGER	907,304	8,000	915,304
GOVERNMENTAL AFFAIRS	357,041	1,750	358,791
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	494,474	6,500	500,974
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	243,722	1,750	245,472
ADMINISTRATION - ACM OPERATIONS	365,659	3,500	369,159
HUMAN RESOURCES	1,162,432	16,250	1,178,682
BUDGET & PROGRAM MANAGEMENT OFFICE	550,987	5,250	556,237
PUBLIC RELATIONS	799,168	16,175	815,343
COUNCIL SUPPORT SERVICES	510,966	5,250	516,216
LEGAL	2,113,533	21,000	2,134,533
MUNICIPAL COURT	2,447,480	71,500	2,518,980
FINANCE	2,106,956	39,307	2,146,263
OFFICE OF BUSINESS OPPORTUNITIES	770,674	10,500	781,174
COMMUNITY DEVELOPMENT	461,599	16,500	478,099
PLANNING & DEV. SERVICES	3,392,227	74,500	3,466,727
POLICE	43,445,255	3,302,712	46,747,967
EMERGENCY MANAGEMENT	561,781	7,750	569,531
911 EMERGENCY COMMUNICATIONS	3,176,012	211,500	3,387,512
FIRE	23,020,989	1,351,224	24,372,213
PARKS & RECREATION	13,362,897	247,750	13,610,647
PUBLIC WORKS	19,258,968	380,040	19,639,008
SUPPORT SERVICES	1,686,839	89,721	1,776,560
INFORMATION TECHNOLOGY	4,230,330	39,750	4,270,080
TOTAL DEPARTMENT	126,187,566	5,931,679	132,119,245
NON-DEPARTMENTAL & MISC.			
CAPITAL LEASE PURCHASE PAYMENT	6,113,935		6,113,935
RICHLAND COUNTY DETENTION CENTER PER DIEM	500,000		500,000
5TH CIRCUIT SOLICITOR'S OFFICE	215,817		215,817
RICHLAND COUNTY PUBLIC DEFENDER	225,000		225,000
HOMELESS SERVICES	1,044,500		1,044,500
SECURITY CAMERAS	2,500,000		2,500,000
SPECIAL EMERGENCY RESERVE	1,050,000		1,050,000
NON-DEPARTMENTAL & MISC.	40,000		40,000
TOTAL NON-DEPARTMENTAL	11,689,252	0	11,689,252
TOTAL EXPENDITURES	137,876,818	5,931,679	143,808,497
TRANSFERS OUT			
TO INTERNAL SERVICE FUNDS	2,766,439	419,815	3,186,254
TO DEBT SERVICE	4,768,966		4,768,966
TO COMPONENT UNIT	1,132,266	25,000	1,157,266
TO OTHER FUNDS	0	4,910	4,910
TO CAPITAL REPLACEMENT PROGRAM	9,000,000		9,000,000
TOTAL TRANSFERS OUT	17,667,671	449,725	18,117,396
TOTAL BUDGET	155,544,489	6,381,404	161,925,893
TOTAL SURPLUS/(DEFICIT)	0	0	0

PARKING OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGETED FY 21/22
<u>OPERATING REVENUES</u>			
STREET PARKING METERS	1,716,000		1,716,000
PARKING GARAGES	2,694,600		2,694,600
PARKING LOTS	64,400		64,400
MISCELLANEOUS REVENUE	13,600		13,600
VALIDATIONS	30,000		30,000
IN-OUT PARKING	48,000		48,000
PARKING METER BAG FEE	48,000		48,000
NON-MOVING VIOLATIONS	1,601,200		1,601,200
TOTAL REVENUE	6,215,800	0	6,215,800
<u>NON-OPERATING & TRANSFERS IN</u>			
INTEREST REVENUE	74,921		74,921
RENTS & USE OF PROPERTY	108,780		108,780
FROM AMERICAN RESCUE PLAN	2,703,774	103,710	2,807,484
FROM FUND BALANCE	0		0
TOTAL NON-OPERATING & TRANSFERS	2,887,475	103,710	2,991,185
TOTAL REVENUES & TRANSFERS IN	9,103,275	103,710	9,206,985
<u>EXPENDITURES</u>			
<u>Operating Departments</u>			
FINANCE - PARKING PAVMENT SERVICES	105,813	4,000	109,813
PARKING OPERATIONS	3,110,148	74,500	3,184,648
PARKING FACILITIES	1,555,473	23,500	1,578,973
PUBLIC WORKS	94,484	1,710	96,194
TOTAL OPERATING DEPARTMENTS	4,865,918	103,710	4,969,628
<u>Non-Departmental</u>			
DEBT SERVICE	2,814,033		2,814,033
NON-DEPARTMENTAL/MISC.	5,000		5,000
RESERVE	276,324		276,324
TOTAL NON-DEPARTMENTAL	3,345,357	0	3,345,357
<u>TRANSFERS OUT</u>			
TO GENERAL FUND	500,000		500,000
TO CAPITAL IMPROVEMENTS	0		0
TO INTERNAL SERVICES	392,000		392,000
TOTAL TRANSFERS	892,000	0	892,000
TOTAL BUDGET	9,103,275	103,710	9,206,985
TOTAL SURPLUS/(DEFICIT)	0	0	0

WATER/SEWER OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGET FY 21/22
<u>REVENUE</u>			
WATER SALES	115,969,175		115,969,175
SEWER SALES	61,458,133		61,458,133
MISCELLANEOUS REVENUE	45,106		45,106
FINES AND FORFEITURES	653,250		653,250
TOTAL OPERATING REVENUES	178,125,664		178,125,664
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>			
INTEREST	4,277,000		4,277,000
RENTS & USE OF PROPERTY	161,525		161,525
FROM GRANTS		1,220,150	1,220,150
CONTRIBUTED CAPITAL	0		0
TOTAL NON-OPERATING REVENUES	4,438,525		5,658,675
TOTAL REVENUE & TRANSFERS IN	182,564,189		183,784,339
<u>EXPENDITURES</u>			
ADMINISTRATION	1,188,566	8,950	1,197,516
CUSTOMER CARE CENTER	5,381,328	112,000	5,493,328
FINANCE	3,022,782	24,807	3,047,589
FIRE HYDRANT MAINTENANCE	647,983	28,250	676,233
POLICE - CSO/PUBLIC SAFETY	1,312,710	18,000	1,330,710
PUBLIC WORKS-STREET REPAIR	1,695,736	14,500	1,710,236
GENERAL SERVICES PUBLIC BLDGS.	2,523,062	87,570	2,610,632
GIS MANAGEMENT	758,354	7,009	765,363
UTILITIES	71,429,712	759,500	72,189,212
ENGINEERING	13,201,881	150,814	13,352,695
TOTAL OPERATING	101,162,114	1,211,400	102,373,514
<u>Non-Operating Departments & Non-Departmental</u>			
ECONOMIC DEV DEPARTMENT	1,331,487	8,750	1,340,237
TOTAL NON-OPERATING DEPARTMENTS	1,331,487	8,750	1,340,237
DEPRECIATION			
DEBT SERVICE	42,917,888		42,917,888
ECONOMIC DEV SPECIAL PROJECTS	128,500		128,500
TECHNOLOGY REPLACEMENTS	1,000,000		1,000,000
NON-DEPARTMENTAL	1,060,434		1,060,434
RESERVE	9,514,086		9,514,086
TOTAL NON-DEPARTMENTAL OPERATING	54,620,908	0	54,620,908
<u>TRANSFERS OUT</u>			
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680		4,189,680
TO WATER/SEWER CAPITAL IMP.	18,000,000		18,000,000
TO INTERNAL SERVICE FUNDS	3,260,000		3,260,000
TOTAL TRANSFERS	25,449,680	0	25,449,680
TOTAL	182,564,189	1,220,150	183,784,339
TOTAL SURPLUS/(DEFICIT)	0		0

STORM WATER OPERATING SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGET FY 21/22
<u>REVENUE</u>			
<u>Operating Revenue</u>			
STORM WATER FEE	15,251,699		15,251,699
STORM WATER REVIEW	15,000		15,000
STORM WATER INSPECTIONS	5,000		5,000
TOTAL OPERATING REVENUES	15,271,699		15,271,699
<u>Non-operating Revenue & Transfers</u>			
INTEREST & USE OF PROPERTY	351,055		351,055
TRANSFER FROM GRANTS		100,238	100,238
TOTAL NON-OPERATING REVENUES	351,055	100,238	451,293
TOTAL REVENUES & TRANSFERS IN	15,622,754	100,238	15,722,992
<u>EXPENDITURES</u>			
DEPARTMENTS			
ENGINEERING	3,089,965	38,738	3,128,703
PUBLIC WORKS	4,381,185	61,500	4,442,685
TOTAL DEPARTMENTS	7,471,150	100,238	7,571,388
NON-DEPARTMENTAL EXPENSES			
DEBT SERVICE	2,488,850		2,488,850
RESERVE	3,247,754		3,247,754
TOTAL NON-DEPARTMENTAL	5,736,604	0	5,736,604
<u>TRANSFERS OUT</u>			
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000		560,000
TO STORM WATER CAPITAL PROJECTS	1,735,000		1,735,000
TO CENTRAL STORES/RISK MNGMT	120,000		120,000
TOTAL OTHER	2,415,000	0	2,415,000
TOTAL BUDGET	15,622,754	100,238	15,722,992
TOTAL SURPLUS/(DEFICIT)	0	0	0



CITY COUNCIL

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 819 Skyland Drive; TMS# 07313-01-06

Council District:	2
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.
Applicant:	Emily Frantz
Staff Recommendation:	Approval
PC Recommendation:	01/13/2022; Approval (5-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.56 acres
Current Use: Residential (Single Family Residence)
Proposed Use: Residential (Single Family Residence)
Reason for Annexation: Civic Participation
Urban Service Area: Donut Hole-Secondary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family-Large Lot District (RSF-1)
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

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$100 per year**, based on calls to similar properties within the City limits.

Fire

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

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

This property is currently served by City water; however, sewer service is not currently available. The property owner has indicated they are not seeking to connect to sewer at this time, however it should be noted that if it should become necessary to extend sewer to the property, a current estimate is **approximately \$180,000** including contingency. This extension would provide availability to six additional parcels.

Water Customer Care

The customer on the property will pay water rates approximately **40% lower** than out-of-city customers. This property does not currently have City sanitary sewer service.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Secondary in the Urban Service Area plan. An existing single family residence is on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$470 per year** based on the current taxable value of this property. The cost to extend sewer, if it would be required, is significant- however it should be noted that the property owner has indicated that they are not seeking a sewer connection as their septic system has been recently inspected and is in good condition.

* Estimated City Tax Revenue is based on **2021 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are

areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and 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 can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- 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 Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Greystone Boulevard Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Suburban Residential District to the subject property (Page 32). The property is not located within the gateway district or node (Page 56), nor is it located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 52).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (GC) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the North, East, and South.

The proposed City of Columbia zoning district is Residential Single Family – Large Lot (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

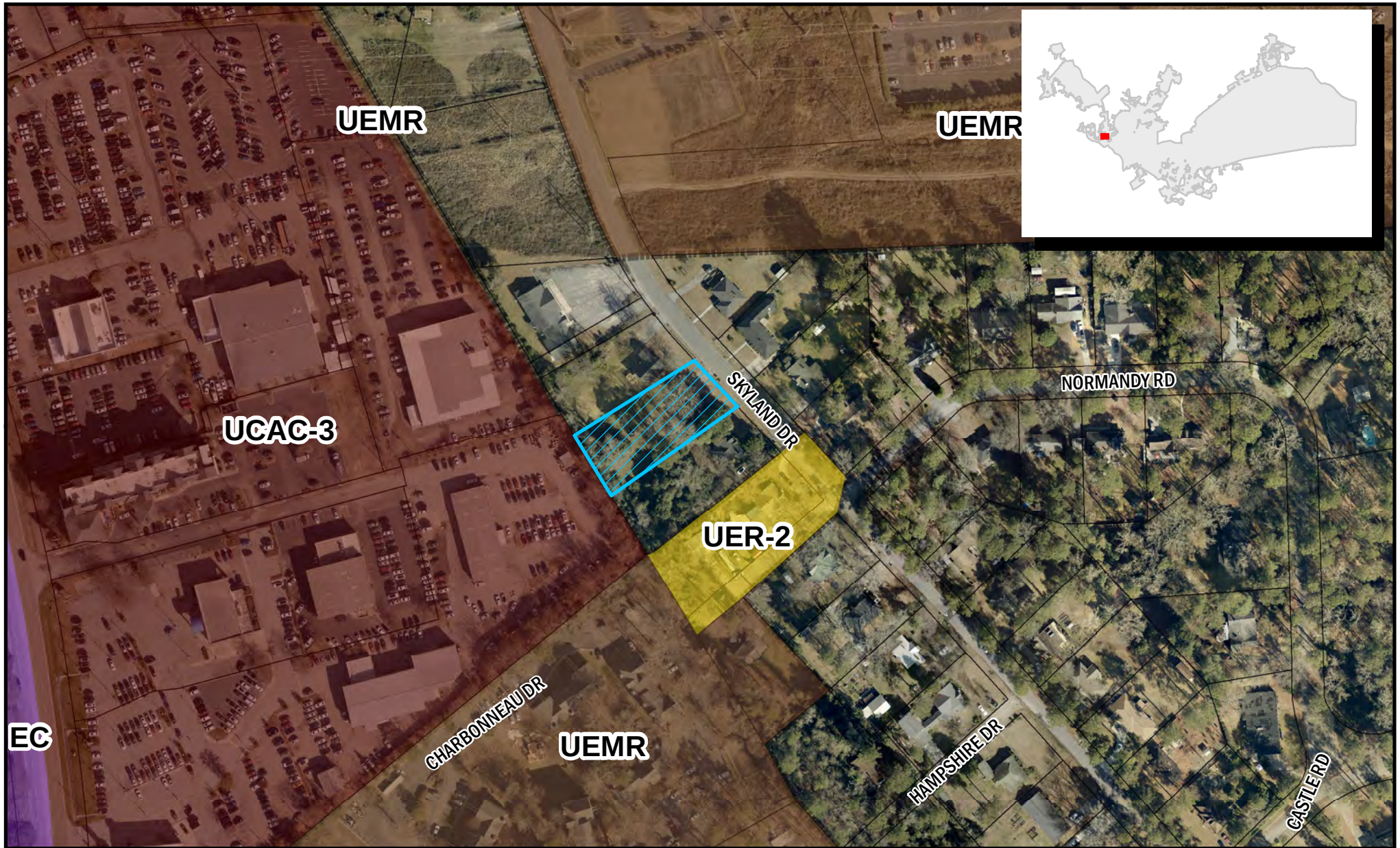
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

819 Skyland Drive, TMS# 07313-01-06,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

14.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 50 100 200
Feet

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.
ISA

Packet Pg. 102

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

819 Skyland Drive, TMS# 07313-01-06;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

14.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 40 80 160
Feet

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

Packet Pg. 103

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

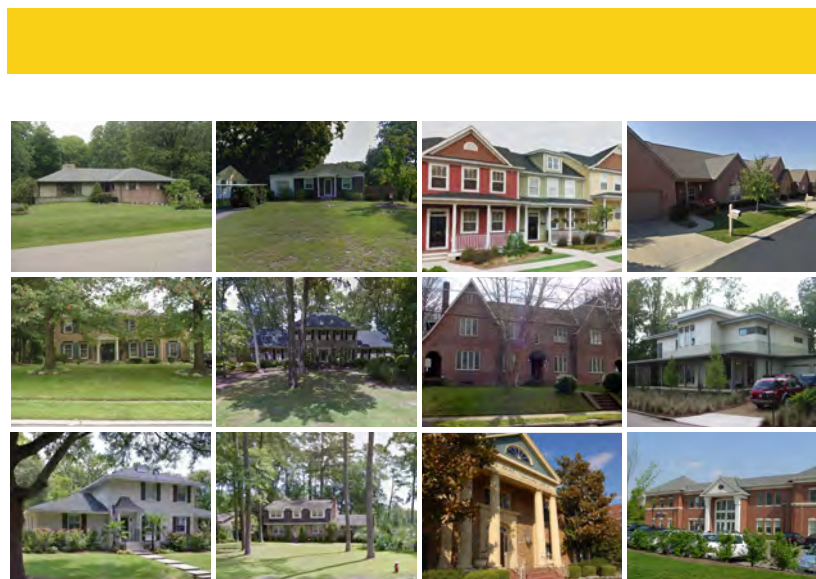
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

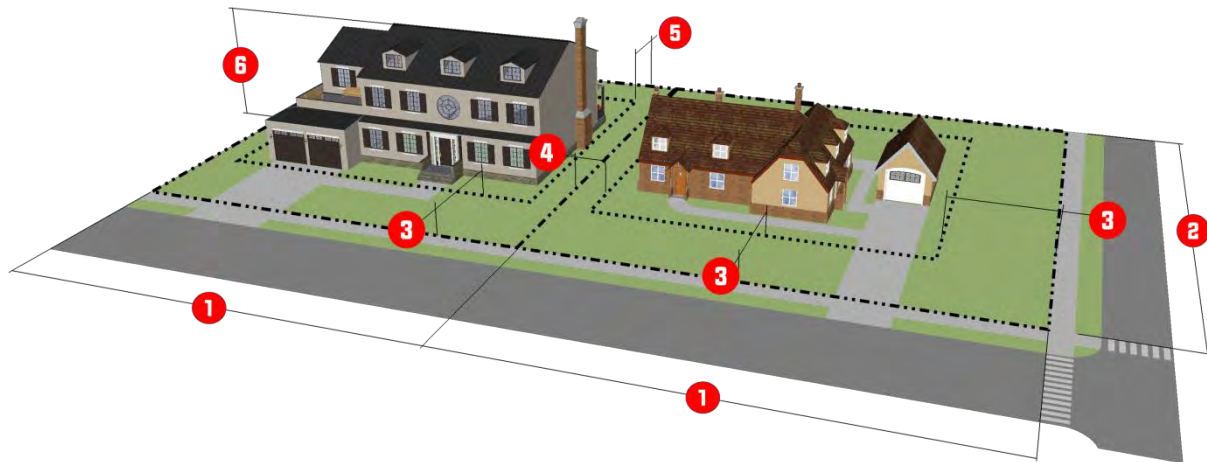
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts
 (e) RSF-1: Residential Single-Family - Large Lot District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-017

Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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 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 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 819 Skyland Drive and TMS# 07313-01-06 containing 0.56 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #2, Census Tract 104.03, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family – Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07313-01-06

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 _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-017
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.56 acres, more or less, and shown and designated as block 01, lot 06 on Richland County Tax Map 07313. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 9, 2021

RE: **Property Address:** 819 Skyland Drive
Richland County TMS#: 07313-01-06
Owner(s): Emily Frantz
Current Use: Residential (Single Family Residence)
Proposed Use: Residential (Single Family Residence)
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)
Reason for Annexation: Civic Participation; Donut Hole - Secondary
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 **January 13, 2022** 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

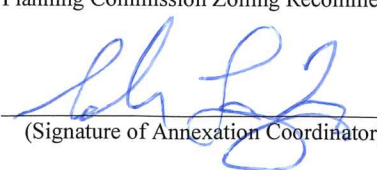
cc:

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
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, 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
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by -
 on 1/13/22 (mm/dd/yyyy).

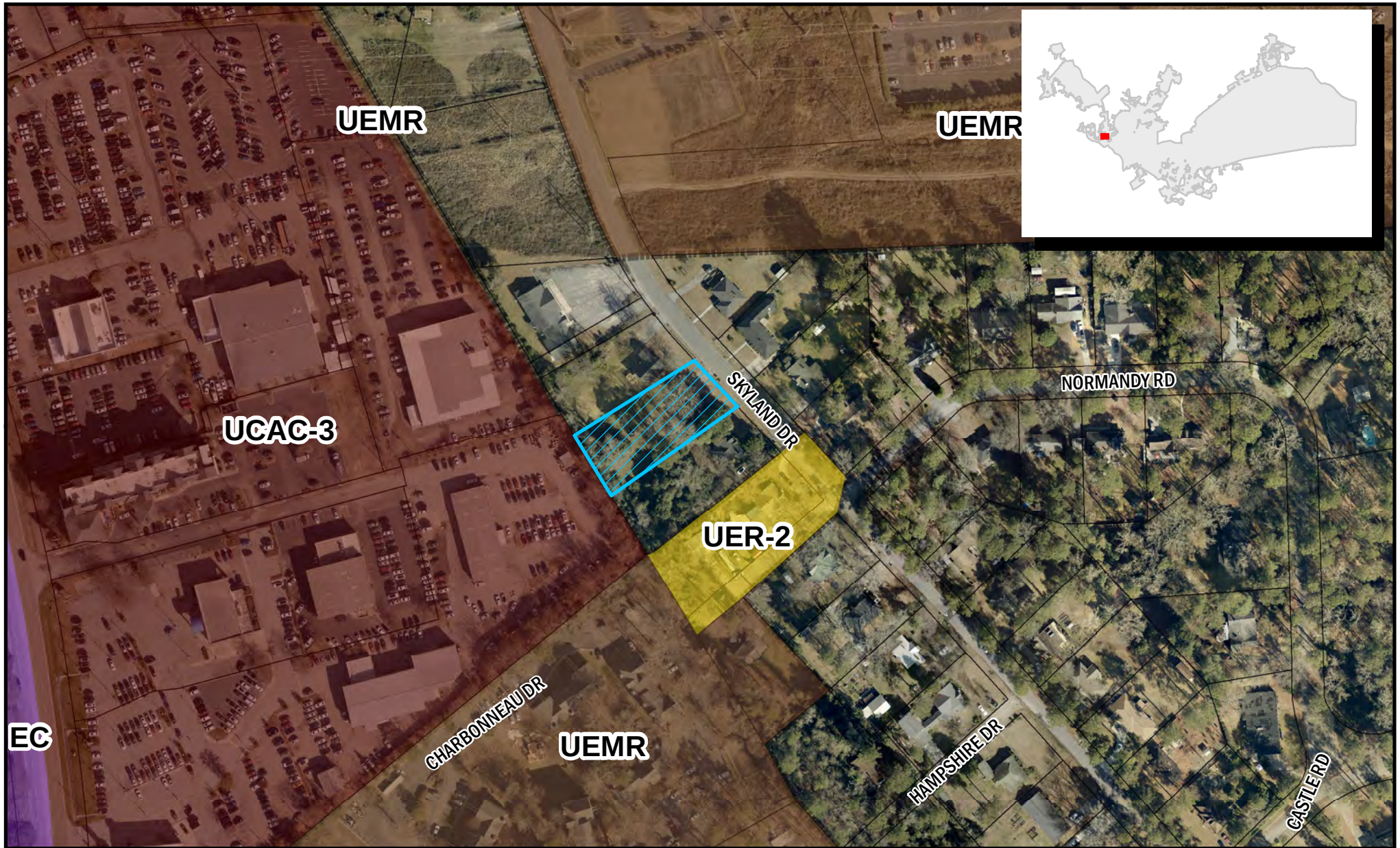

 (Signature of Annexation Coordinator)



Future Land Use Map

819 Skyland Drive, TMS# 07313-01-06,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

14.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 50 100 200
Feet

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.
ISA

Packet Pg. 113

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

819 Skyland Drive, TMS# 07313-01-06;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

14.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 40 80 160
Feet

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

Packet Pg. 114

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

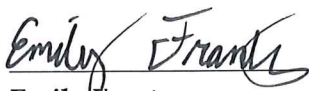
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.56 acres, more or less, and shown and designated as block 01, lot 06 on Richland County Tax Map 07313. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07313-01-06

Property Address: 819 Skyland Drive


 Emily Frantz

Date: 10/27/21



NOTE: REMAINING PORTION
OF T.M.S. 07314-02-02
ANNEXED INTO CITY 8-6-97.
BLK.2 LOT 21 ANNEXED
INTO CITY 2-3-99.
BLK.1 LOT 9 ANNEXED
INTO CITY 5-5-99.

Prepared by KUCERA ASSOCIATES <i>Photogrammetric Consultants</i> <
--



CITY COUNCIL

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 626 Sallie Baxter Road; TMS# 16404-11-01

Council District:	4
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.
Applicant:	Stacy M. Walden and James B. Walden
Staff Recommendation:	Approval
PC Recommendation:	01/13/2022; Approval (5-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Primary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family-Large Lot District (RSF-1)
Census Tract: 116.04

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$200 per year**, based on calls to similar residential properties within the City limits.

Fire

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

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

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

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. New sewer service is being added to the residence.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole - Primary in the Urban Service Area plan. An existing single family residence is on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$1,500 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and 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 can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Large Lot District (RSF-1) to the North and South and General Commercial District (GC) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the East.

The proposed City of Columbia zoning district is Residential Single Family-Large Lot District (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

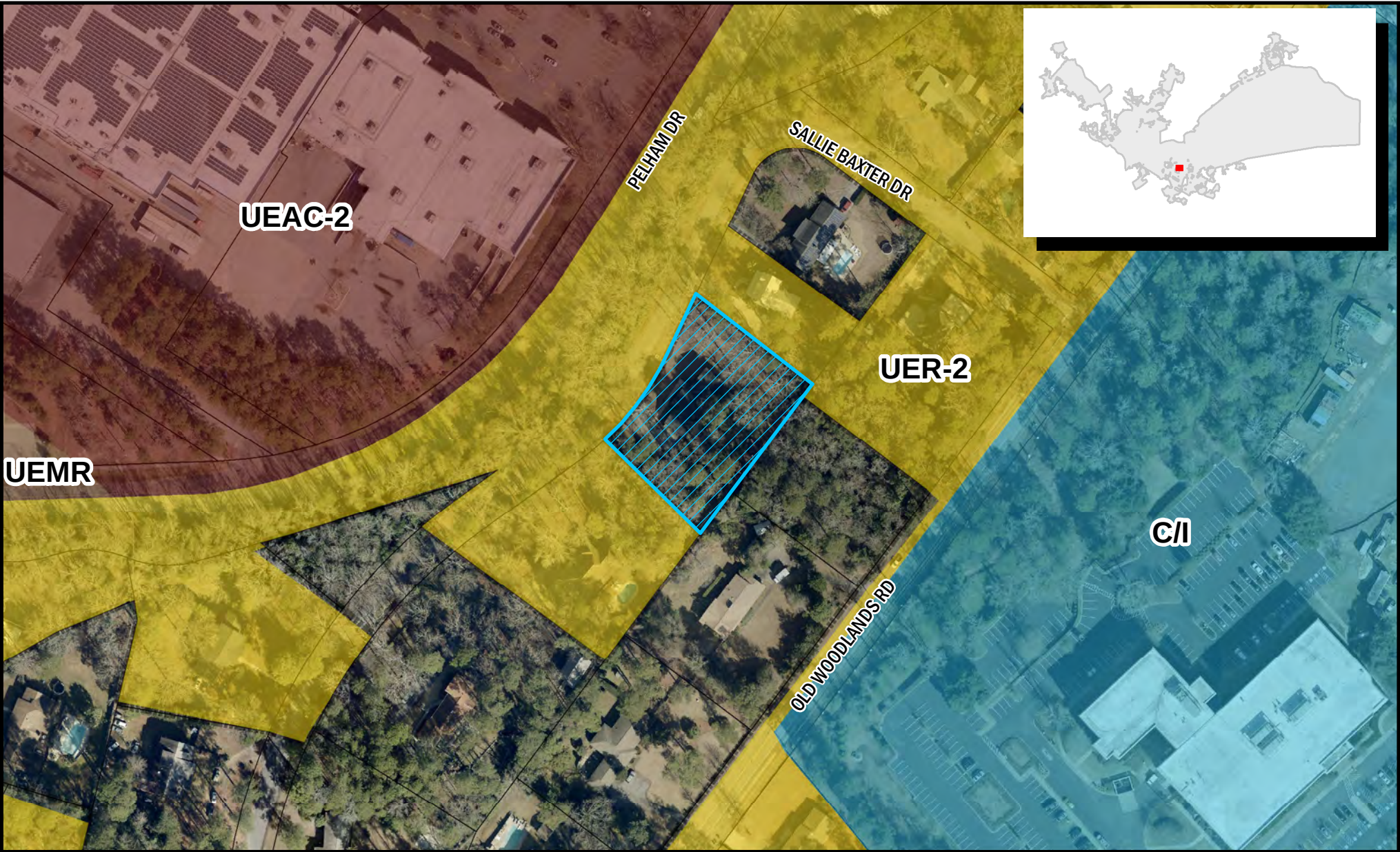
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

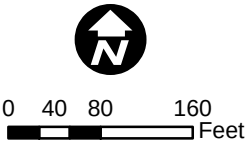
15.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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.
ISA

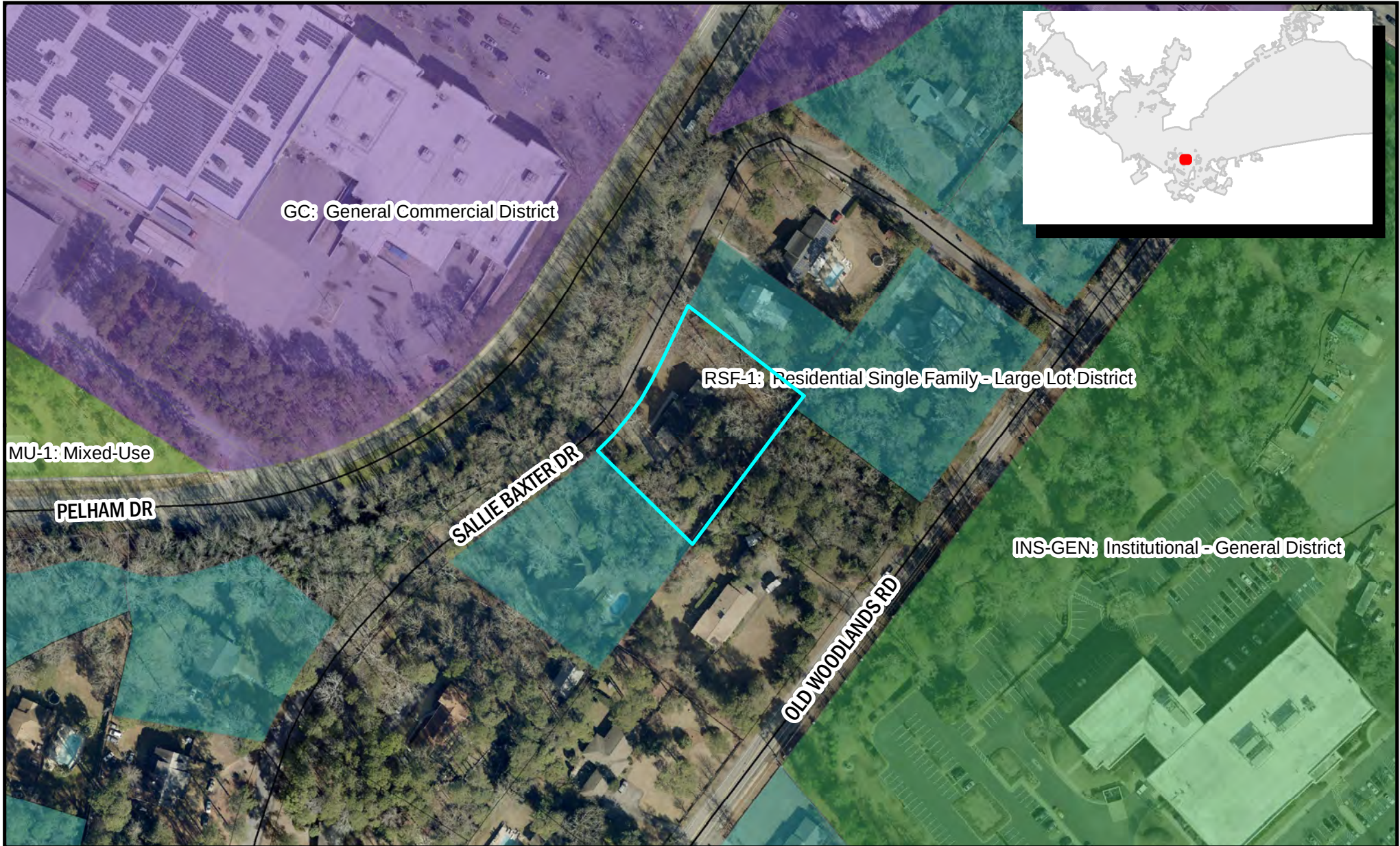
Packet Pg. 121

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

15.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 40 80 160
Feet

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

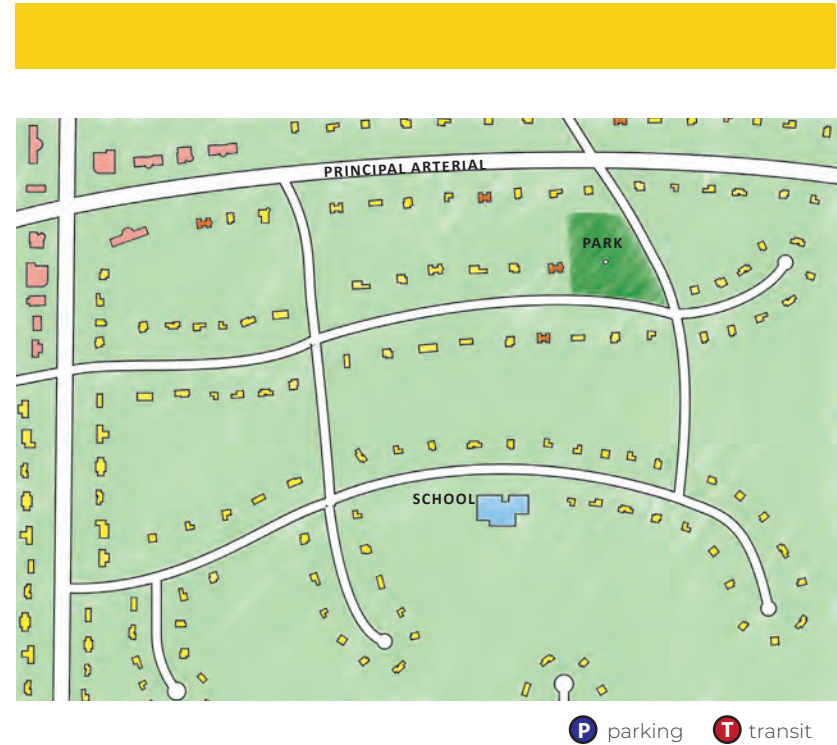
Packet Pg. 122

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

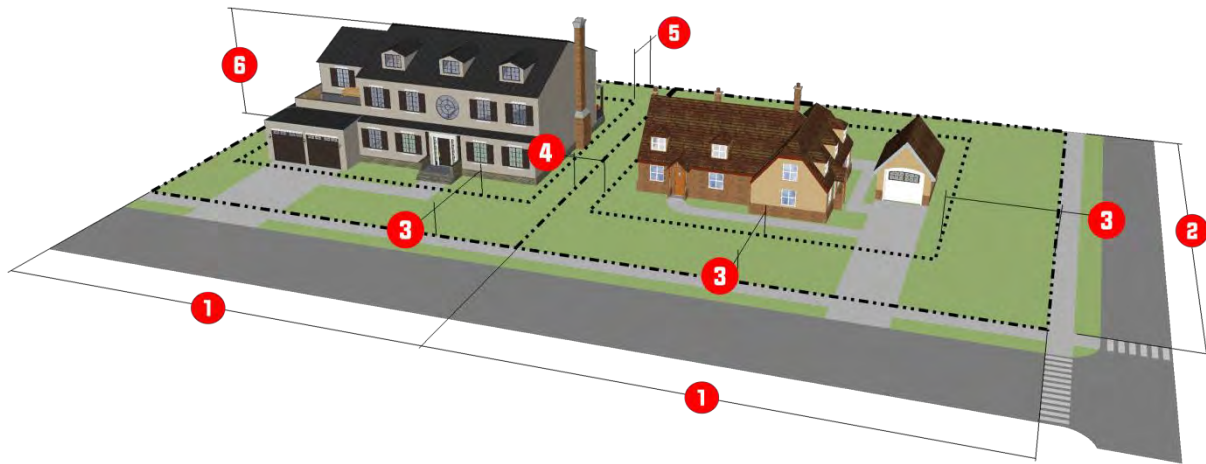
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-015

Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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 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 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 626 Sallie Baxter Road and TMS# 16404-11-01 containing 0.87 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.04, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family – Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16404-11-01

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-015
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.87 acres, more or less, and shown and designated as block 11, lot 01 on Richland County Tax Map 16404. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 9, 2021

RE: **Property Address:** 626 Sallie Baxter Road
Richland County TMS#: 16404-11-01
Owner(s): Stacy M. Walden and James B. Walden
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family – Low Density (RS-LD)
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 116.04

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

Planning & Development Services staff will see to it that this matter is placed on the **January 13, 2022** 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

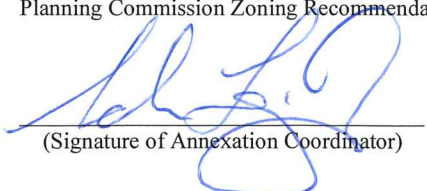
cc:

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
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, 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
 Gloria Saeed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

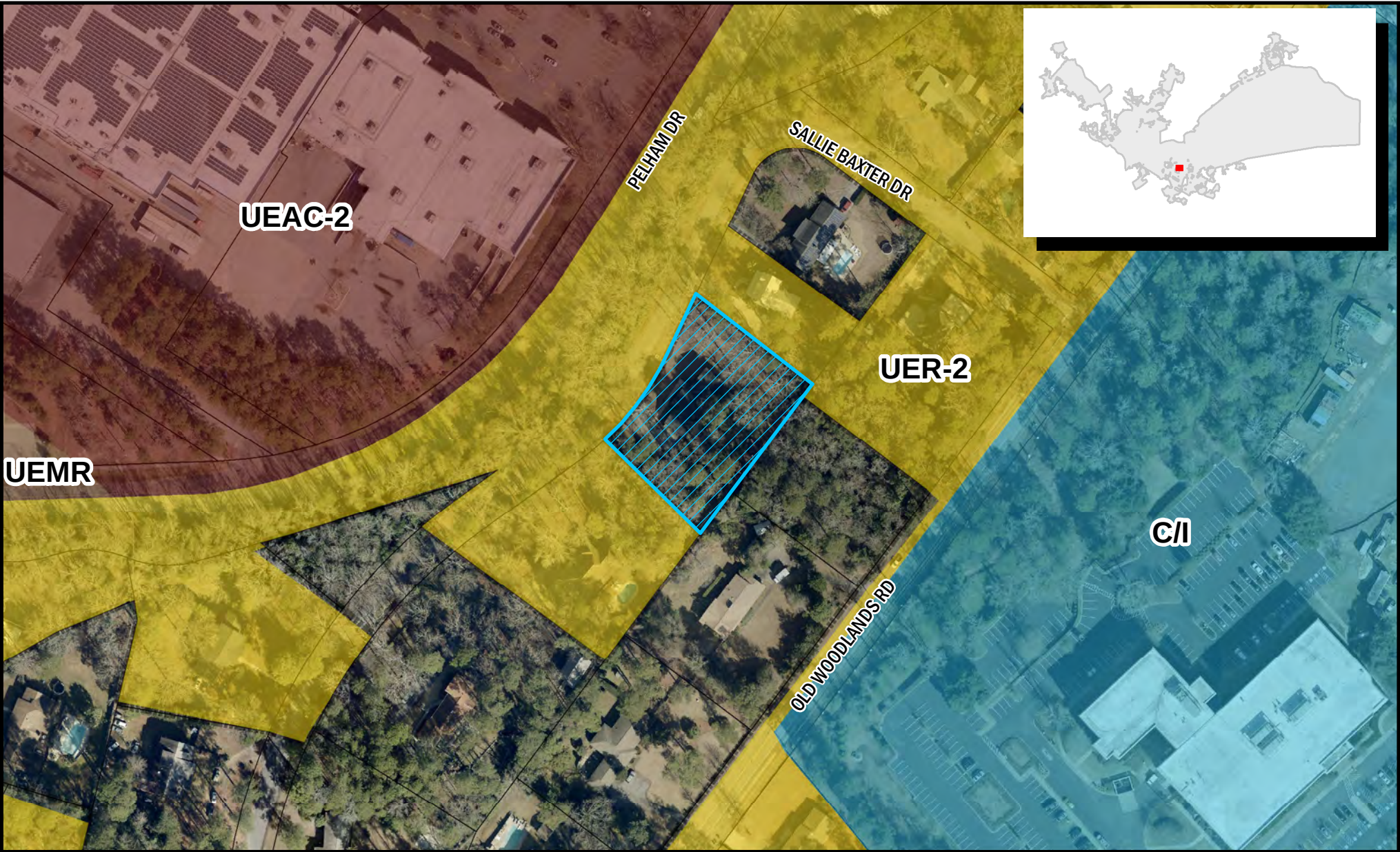

 (Signature of Annexation Coordinator)



Future Land Use Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

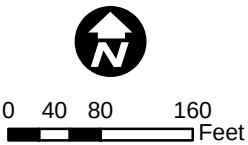
15.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



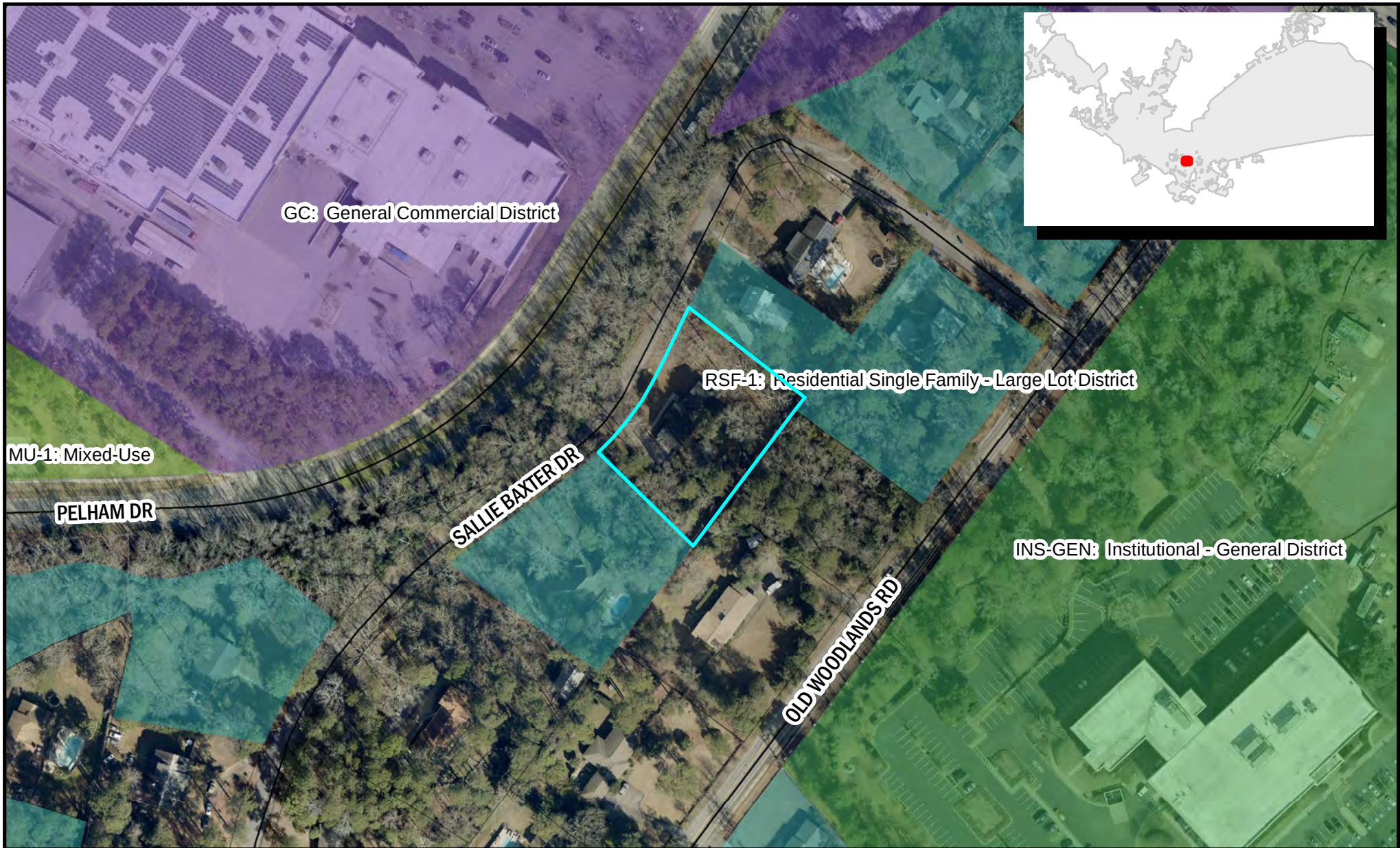
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA
Packet Pg. 132

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

15.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 40 80 160
Feet

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

Packet Pg. 133

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

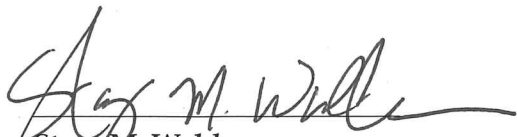
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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

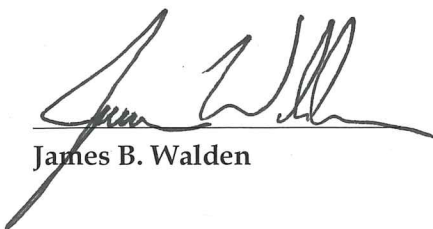
Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.87 acres, more or less, and shown and designated as block 11, lot 01 on Richland County Tax Map 16404. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 16404-11-01

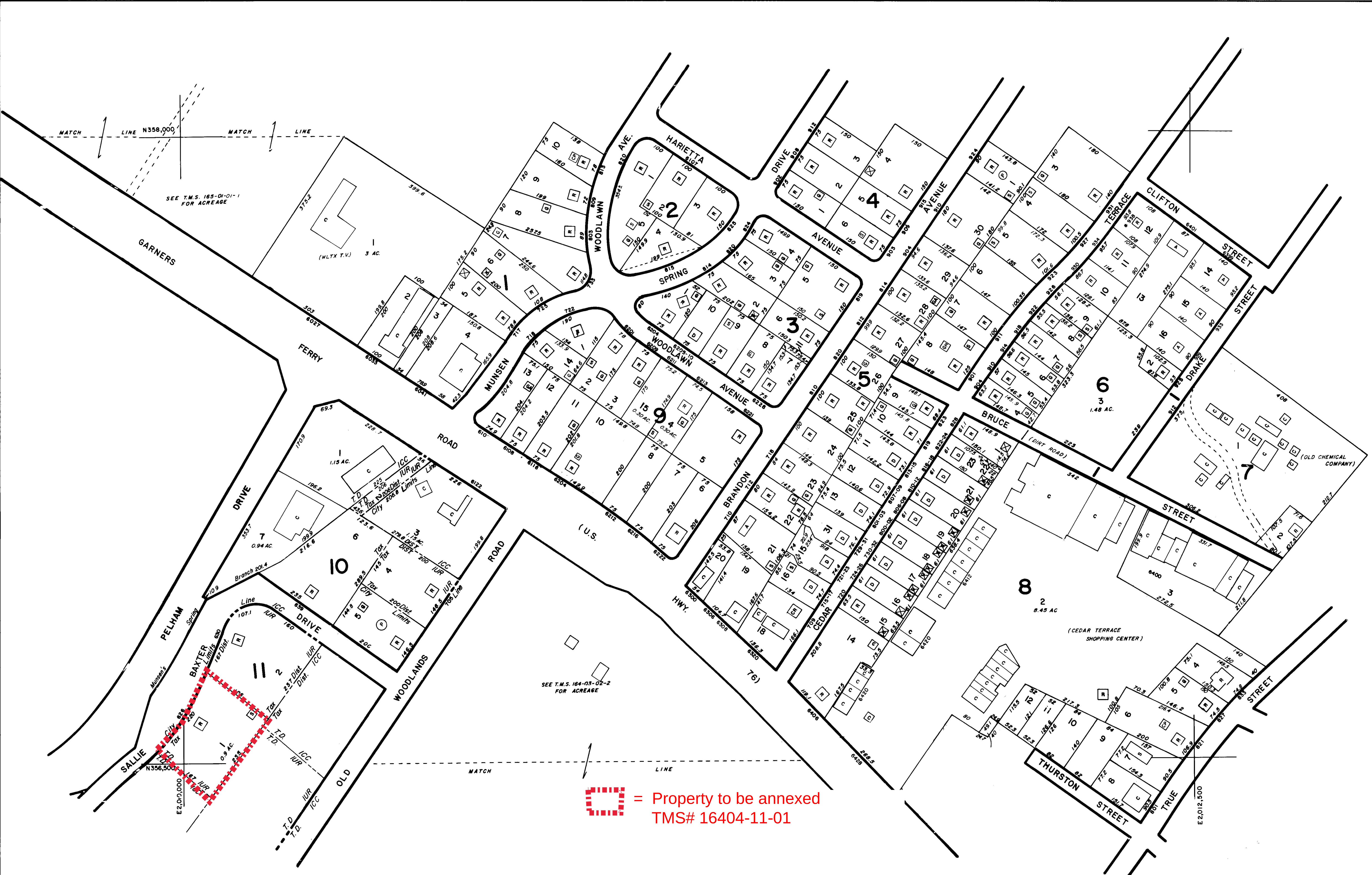
Property Address: 626 Sallie Baxter Road


Stacy M. Walden

Date: 11.15.21


James B. Walden

Date: 11/15/21



 = Property to be annexed
TMS# 16404-11-01

Prepared by

KUCERA ASSOCIATES

Photogrammetric Consultants

Mansar, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12 / 83	12 / 04
12 / 84	12 / 05
12 / 85	12 / 06
12 / 86	
12 / 88	12 / 01
	12 / 02
	12 / 03

PROPERTY LINE

RIGHT OF WAY

CITY LIMITS

SCHOOL DIST

RAILROAD

PUBLIC ROAD AND

BLOCK DIVIDER

LEGEND

 DENOTES BUILDING USE

R - RESIDENTIAL

C - COMMERCIAL

ETC.

DENOTES SEPARATE OWNER FROM BUILDING

(B) (C)

BLOCK NO

LOT NO

LOT MEASUREMENT

ACREAGE

ADDRESS

50

50

150.5

6.55 AC

1294

PROPERTY TAX MAP

RICHLAND COUNTY

SOUTH CAROLINA



THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

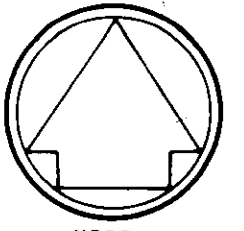
138-13	165-01	165-05
137-16	164-04	164-08
137-15	164-03	164-07

GRAPHIC SCALE

0 100 200 300

1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE



NORTH

PROPERTY MAP SHEET NO

16404

SCHOOL DISTRICT

ICC,IUR

Packet Pg. 135



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

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

1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

ZPH, 1st Reading: 03/15/2022; Pending

2nd Reading: 04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.30 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: Office and Institutional District (O-I)
Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed duplex development would be **approximately \$14,000 per year**, based on calls in nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant 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

This rental duplex development will be required to provide its own dumpster service.

Engineering

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

Water Customer Care

The customers on this property will pay water and sewer rates approximately **40% lower** than out-of-city customers. As this is a proposed new development, these will be new customers and new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Primary Area in the Urban Service Area plan. A 70-unit rental duplex development (35 buildings) is proposed for the site. The estimated real estate tax revenue generated for the City would be **approximately \$28,000 per year**, based on the estimated developed value of the property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Rural (RU) 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 complexes.

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (O-I) to the East and West. Surrounding parcels in unincorporated Richland County are currently zoned RU to the South and East and RS-LD to the North.

The proposed City of Columbia zoning district is Office and Institutional District (O-I).

Office and Institutional District (O-I)

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments. Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

STAFF RECOMMENDATION

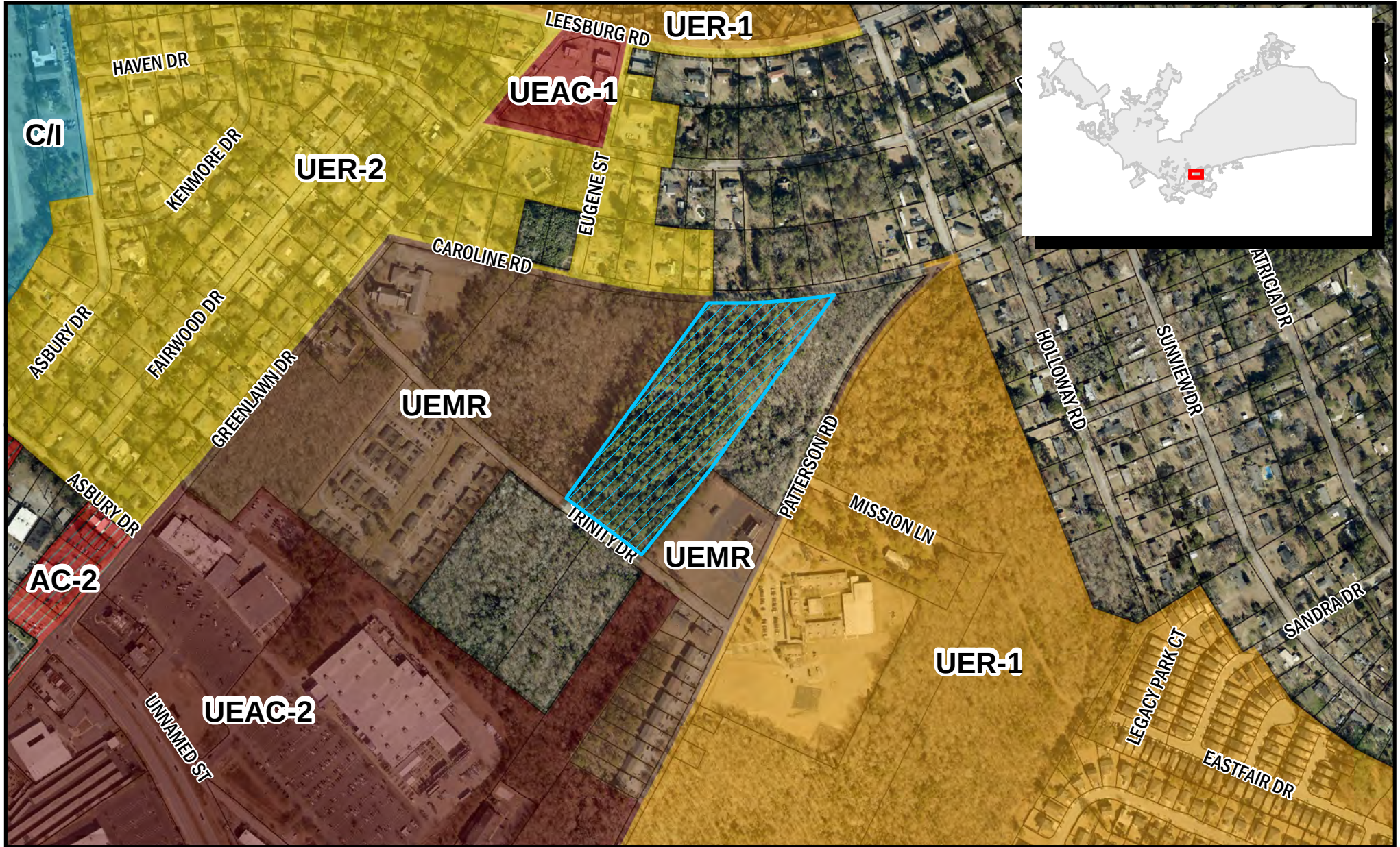
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Office and Institutional District (O-I) at the time of annexation.



Future Land Use Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 16414-08-03;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEMR

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



0 125 250 500
Feet

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.
IS A

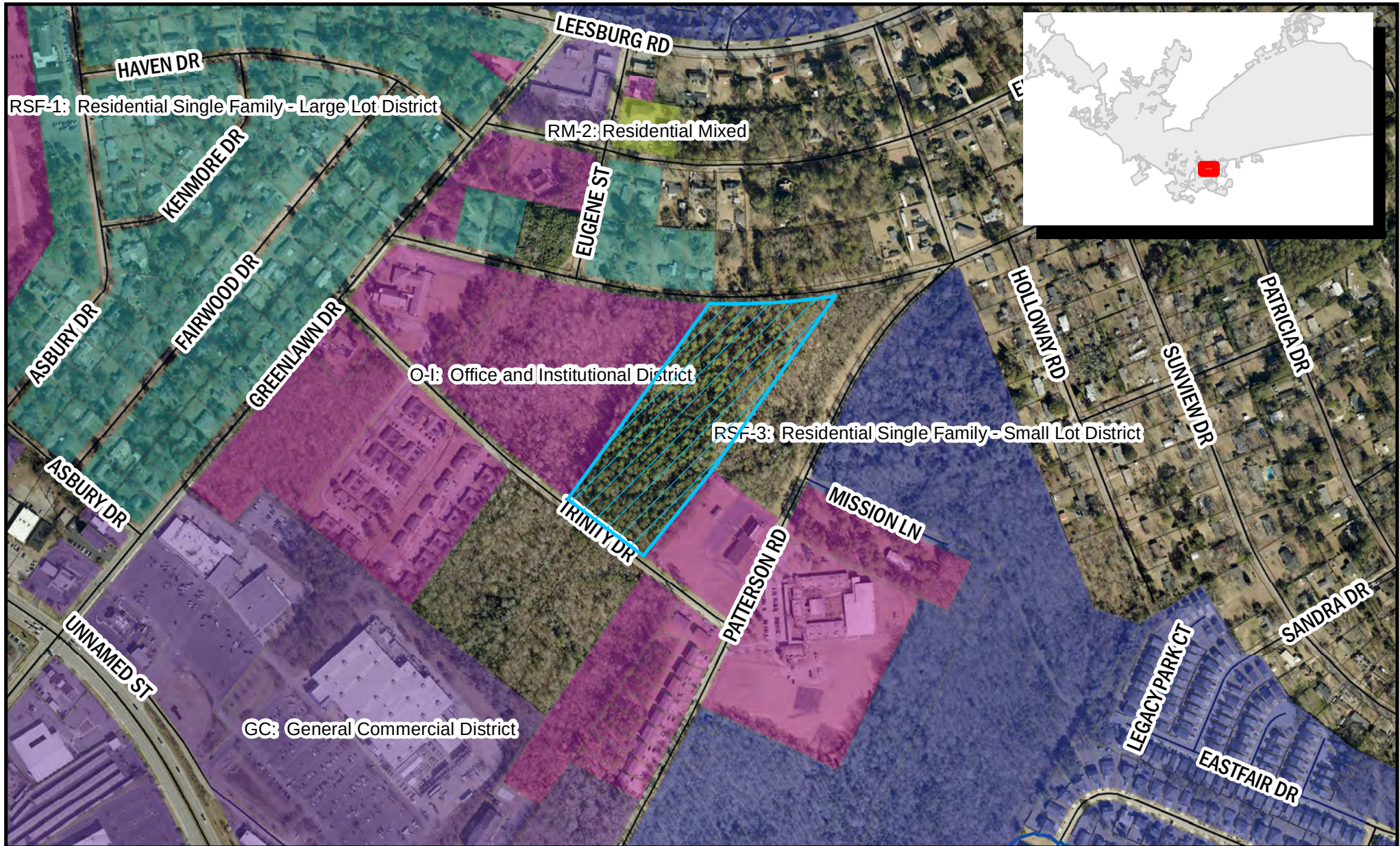
Packet Pg. 140

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 164
Current Rich. Co. Zoning: RU, Proposed City Zoning: O-I

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



0 125 250 500
Feet

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

Packet Pg. 141

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



parking transit

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.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) O-I: Office and Institutional District****(h) O-I: Office and Institutional District****(1) Purpose**

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments.

Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

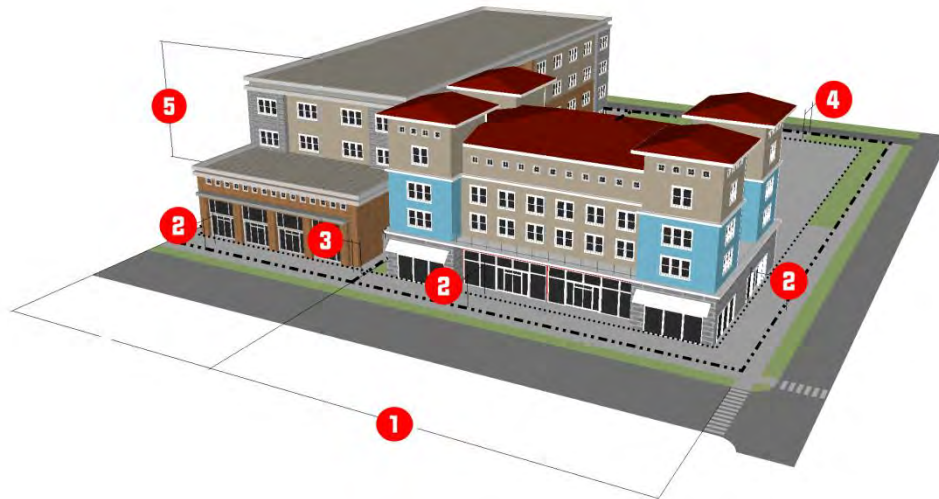
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	7,500	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	16.4	
2 Front Yard Setback, min. (ft.)	10	
3 Side Yard Setback, min. (ft.)	N/A	
4 Rear Yard Setback, min. (ft.)	10	
5 Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) O-I: Office and Institutional District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-016

Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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 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 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1458 Caroline Road a/k/a 1458 Trinity Three Road and TMS# 16414-08-03 containing 7.3 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.08, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Office and Institutional District (O-I).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16414-08-03

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

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-016
EXHIBIT "A"
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 7.3 acres, more or less, and shown and designated as block 08, lot 03 on Richland County tax map 16414. Said parcel having such boundaries and measurements as are shown on said tax map,

LEGAL DEPARTMENT DRAFT

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 7.3 acres, more or less, and shown and designated as block 08, lot 03 on Richland County Tax Map 16414. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 16414-08-03

Property Address: 1458 Caroline Road a/k/a 1458 Trinity Three Road

Seller:

Patricia R. Edwards BY *Jane L. Carbone* Date: 12/30/2021
 Attorney in Fact

Patricia R. Edwards

Buyer:

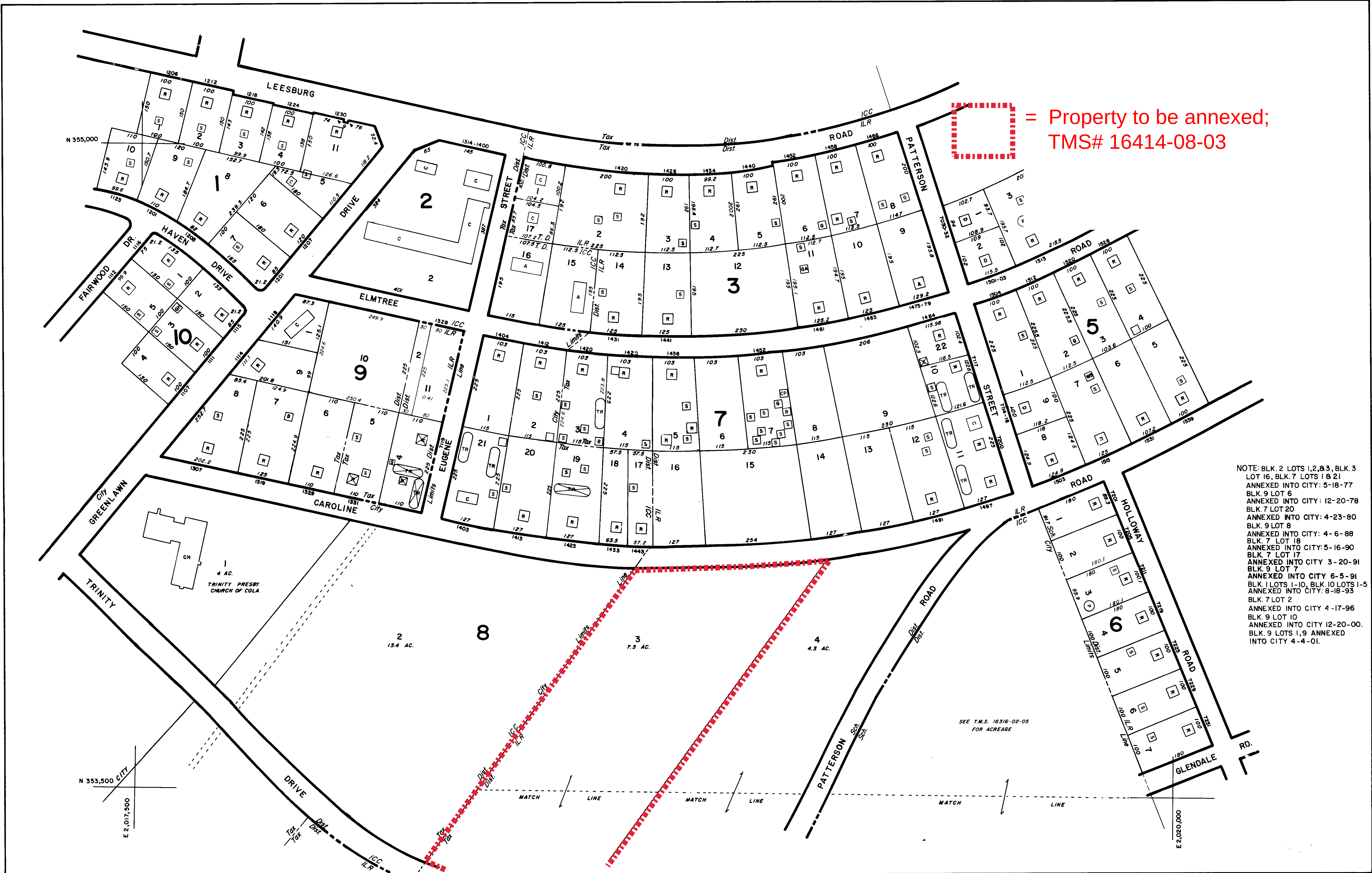
Big & Tall, LLC

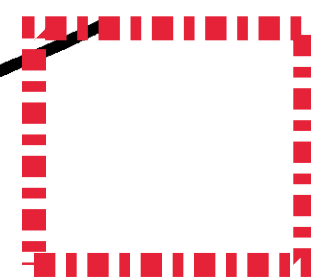
BY: *[Signature]*
 (Signature)

Date: 1/3/22

Graeme Moore
 (Print or type name)

ITS: member
 (Print or type title)



 = Property to be annexed;
TMS# 16414-08-03

NOTE: BLK. 2 LOTS 1,2,8,3, BLK. 3 LOT 16, BLK. 7 LOTS 1 & 21 ANNEXED INTO CITY: 5-18-77
BLK. 9 LOT 6 ANNEXED INTO CITY: 12-20-78
BLK. 7 LOT 20 ANNEXED INTO CITY: 4-23-80
BLK. 9 LOT 8 ANNEXED INTO CITY: 4-6-88
BLK. 7 LOT 18 ANNEXED INTO CITY: 5-16-90
BLK. 7 LOT 17 ANNEXED INTO CITY: 3-20-91
BLK. 9 LOT 7 ANNEXED INTO CITY: 6-5-91
BLK. 1 LOTS 1-10, BLK. 10 LOTS 1-5 ANNEXED INTO CITY: 8-18-93
BLK. 7 LOT 2 ANNEXED INTO CITY: 4-17-96
BLK. 9 LOT 10 ANNEXED INTO CITY: 12-20-00.
BLK. 9 LOTS 1,9 ANNEXED INTO CITY: 4-4-01.

SEE T.M.S. 16316-02-05 FOR ACREAGE

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

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

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

LEGEND

BLOCK NO

LOT NO

LOT MEASUREMENT

ACREAGE

ADDRESS

50

50

150.5

6.55 AC

1204

PROPERTY TAX MAP

RICHLAND COUNTY

SOUTH CAROLINA

MAP KEY

164-11

164-15

192-03

164-10

164-14

192-02

164-09

164-13

192-01

GRAPHIC SCALE

0

100

200

300

1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE

PROPERTY MAP

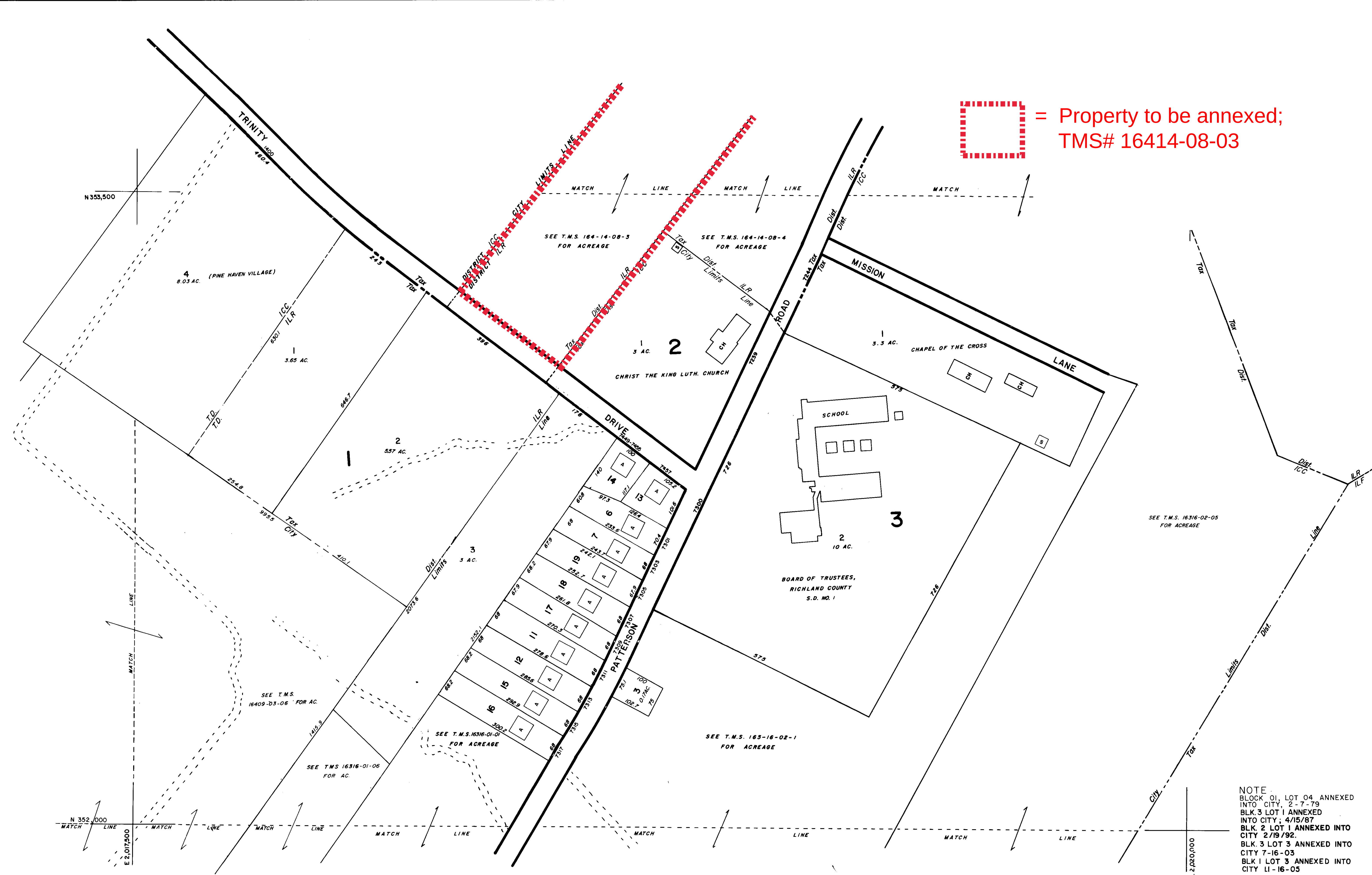
SHEET NO

16414

SCHOOL DISTRICT

ICC, ILR

Packet Pg. 150



NOTE:
BLOCK 01, LOT 04, ANNEXED
INTO CITY, 2-7-79
BLK. 3 LOT 1 ANNEXED
INTO CITY, 4/15/87
BLK. 2 LOT 1 ANNEXED INTO
CITY, 2/19/92.
BLK. 3 LOT 3 ANNEXED INTO
CITY 7-16-03
BLK. 1 LOT 3 ANNEXED INTO
CITY 11-16-05

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/85	12/06
12/88	
	12/01
	12/02
	12/03

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

LEGEND

R

Denotes Building Use
R - RESIDENTIAL
C - COMMERCIAL
ETC...
(B) (C)
Denotes SEPARATE OWNER
FROM BUILDING

BLOCK NO

50

LOT NO

150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
164-10	164-14	192-02
164-09	164-13	192-01
163-12	163-16	191-04

GRAPHIC SCALE

0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE

NORTH

PROPERTY MAP
SHEET NO.
16413
SCHOOL DISTRICT
ICC,ILP

Packet Pg. 151

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 7, 2022

RE: **Property Address:** 1458 Caroline Road a/k/a 1458 Trinity Three Road
Richland County TMS#: 16414-08-03
Owner(s): Patricia R. Edwards / Big & Tall, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: Office and Institutional District (O-I)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 116.08

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 **February 10, 2022** 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

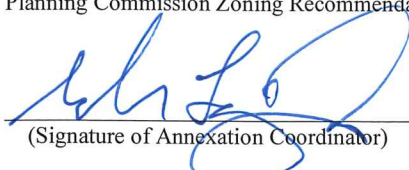
cc:

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
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, 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
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 8-0
 on 2/10/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: O-1 (Zoning classification) by 8-0
 on 2/10/22 (mm/dd/yyyy).

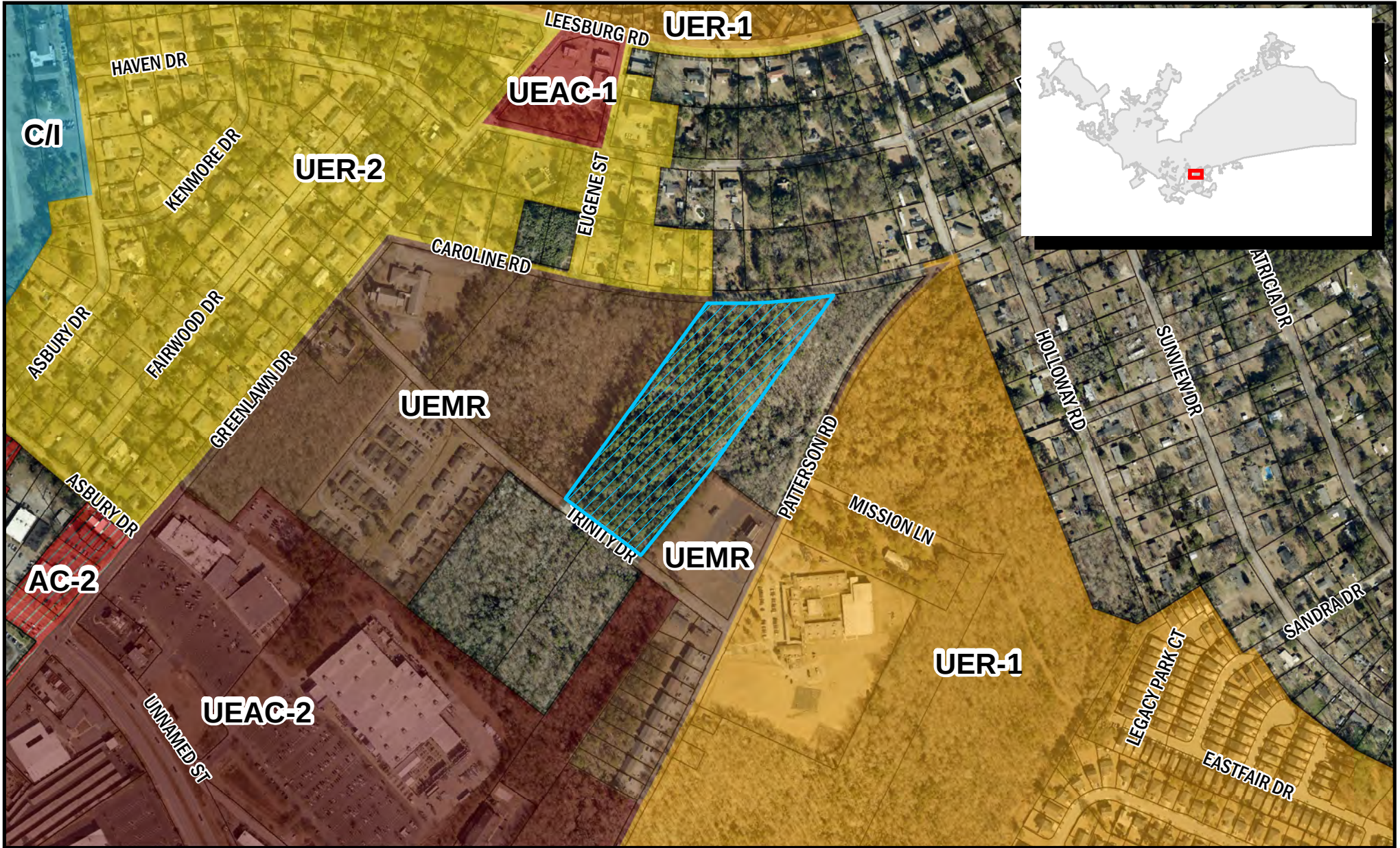

 (Signature of Annexation Coordinator)



Future Land Use Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 16414-08-03;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEMR

16.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



0 125 250 500
Feet

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.
IS A

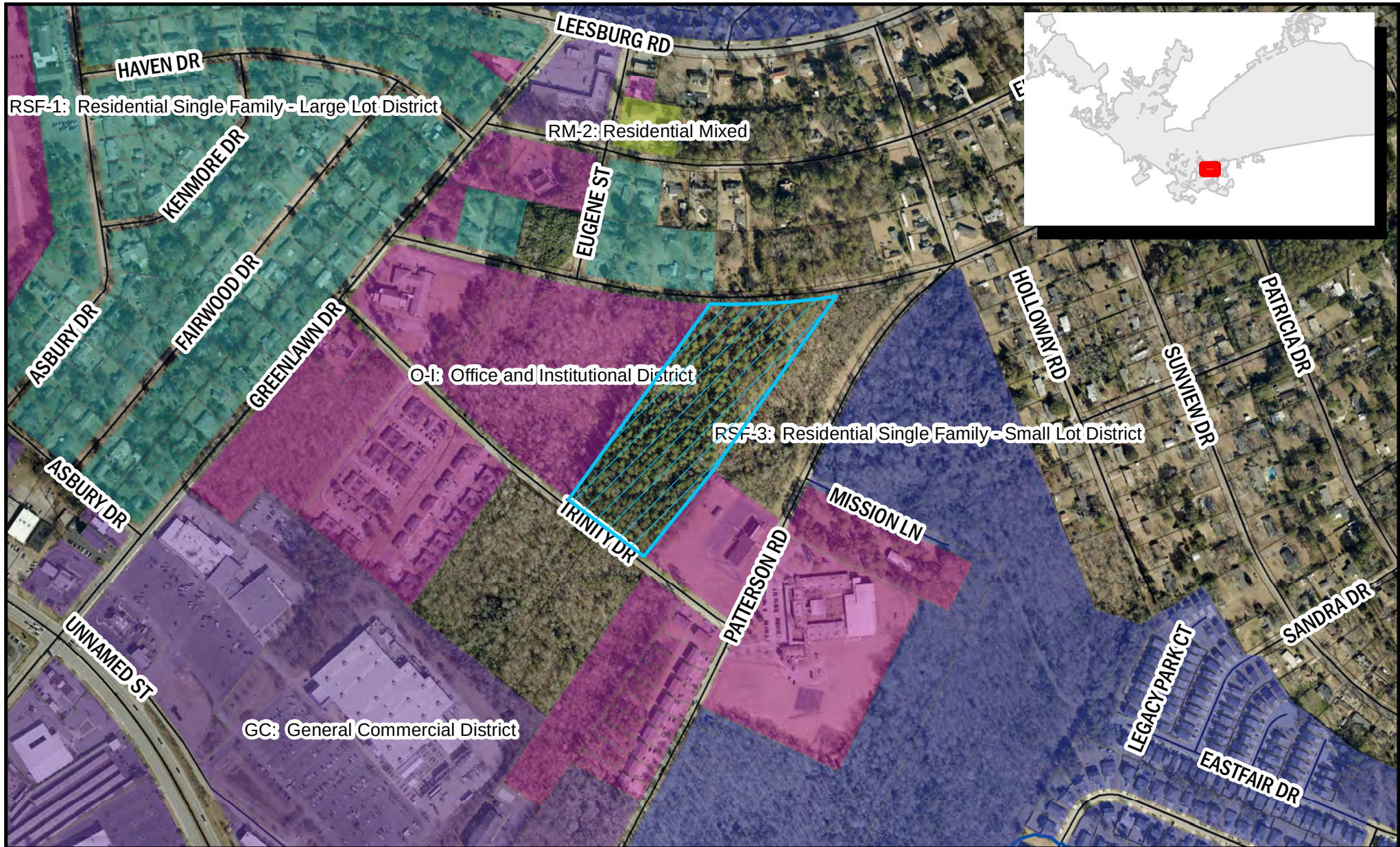
Packet Pg. 154

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 164
Current Rich. Co. Zoning: RU, Proposed City Zoning: O-I

16.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



0 125 250 500
Feet

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

Packet Pg. 155

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1010 Edgefield Street; TMS# 09107-13-19

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

ZPH, 1st Reading: 03/15/2022; Pending

2nd Reading: 04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.16 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Mixed High Density (RM-HD)
Proposed City Zoning: Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP)
Census Tract: 6

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed single family residence would be **approximately \$280 per year**, based on calls to similar residential properties within the City limits.

Fire

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

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

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

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. As this is proposed new construction, this would be new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole - Primary in the Urban Service Area plan. A new single family residence is proposed on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$1,050 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole - Primary” 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 - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and 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 can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Residential Mixed High Density (RM-HD) by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is 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 the [*Master Plan for the Villages of North Columbia*](#) (2005), more specifically within Earlewood, which falls within Cluster One and the proposed Artist Village (Section 3, Page 85). The Artist Village plan recommends a land use of Low Density Residential (Single-family Detached Homes) for the subject property, which is identified as within a five-minute walking distance of the Minor Node identified at the intersection of Sunset, Clement, and River (Section 3, Page 87). The plan makes no specific recommendations for the subject property, but notes that the (at the time recently) adopted Earlewood Protection Area Design Guidelines “are an essential tool in maintaining the quality of the single-family community” (Section 3, Page 93).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the North, East, and South.

The proposed City of Columbia zoning district is Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP).

Residential Mixed District (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

This property is proposed to be added to the Earlewood Protection Area A at the time of annexation with the accompanying Zoning Text Amendment (TA-2022-0001).

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1), zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation.



Future Land Use Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

17.a



2

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



0 40 80 160
Feet

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.
ISA

Packet Pg. 161

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. Zoning: RM-HD, Proposed City Zoning: RM-2, OV-HP

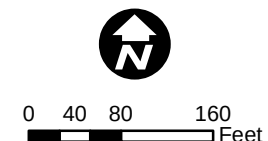
17.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



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

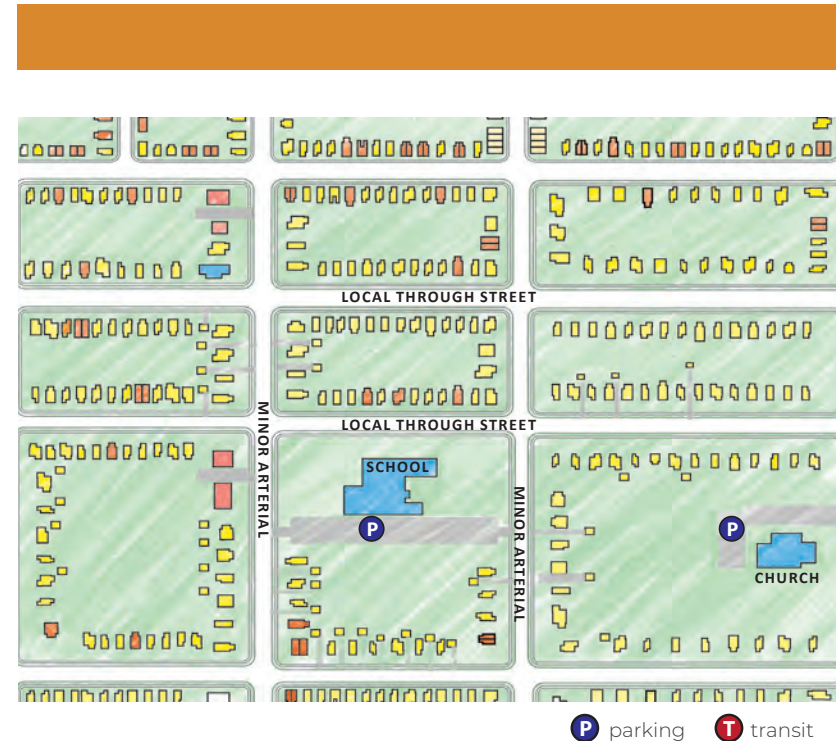
Packet Pg. 162

** 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.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(k) RM-2: Residential Mixed District****(1) Purpose**

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
1 Lot Width, min. (ft.)	75[1]/18[2]	40
2 Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

(j) OV-HP: Historic Preservation Overlay District**(1) Purpose**

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

(2) Applicability

- a. In addition to base zoning district standards, the standards and requirements in this section apply to development located within the OV-HP District, which includes:
 1. Historic sub-districts identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines;
 2. Type 1 landmarks listed in Appendix A, Type 1 Landmarks;
 3. Type 2 landmarks listed in Appendix B, Type 2 Landmarks; and
 4. Type 3 landmarks listed in Appendix C, Type 3 Landmarks.
- b. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-HP District shall control.

(3) Historic Sub-districts

- a. The OV-HP District includes 16 sub-districts, which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.
- b. Each sub-district within the OV-HP district is subject to standards or design guidelines which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines. Standards for the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District are in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design. Design guidelines listed in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines, for all other sub-districts are incorporated into this Ordinance by reference.
- c. The boundaries of each sub-district are identified on the official Zoning Map. They are further described in Appendices A-D.
- d. Development in a sub-district shall comply with the corresponding standards and sub-district design guidelines identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

TABLE 17-3.7(J)(3): ESTABLISHED HISTORIC SUB-DISTRICTS AND APPLICABLE STANDARDS AND DESIGN GUIDELINES

HISTORIC SUB-DISTRICT	APPLICABLE STANDARDS AND DESIGN GUIDELINES
Cottontown/Bellevue	<i>Cottontown/Bellevue Architectural Conservation District Design Guidelines</i>
Oakwood Court	<i>Oakwood Court Architectural Conservation District</i>
Earlewood	<i>Earlewood Protection Area Design Guidelines</i>
Elmwood Park Architectural Conservation District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Governor's Mansion Protection Area	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Granby	<i>Granby Architectural Conservation District Design Guidelines</i>
Landmark District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Melrose Heights/Oak Lawn	<i>Melrose Heights/Oak Lawn Architectural Conservation District Design Guidelines</i>
Old Shandon/Lower Waverly	<i>Old Shandon/Lower Waverly Protection Area Design Guidelines</i>
Seminary Ridge	<i>Seminary Ridge Architectural Conservation District Design Guidelines</i>
University Hill	<i>University Hill Architectural Conservation District Design Guidelines</i>
Wales Garden	<i>Wales Garden Architectural Conservation District</i>
Waverly	<i>Waverly Protection Area Design Guidelines</i>
West Gervais Street Historic Commercial District	<i>West Gervais Street Historic Commercial District Design Guidelines</i>
West Gervais Street Protection Area	<i>West Gervais Street Protection Area Design Guidelines</i>
Whaley Street	<i>Whaley Street Protection Area Design Guidelines</i>

(4) Landmark Intent and Development Standards

The following standards apply to structures and sites with landmark designations.

a. Type 1 Landmarks

1. Intent

Type 1 landmarks (see Appendix A: Type 1 Landmarks) include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, rare, or distinctive architectural design;
- (ii) The work of an architect of national importance; or
- (iii) The site of events or homes of persons that have significantly contributed to local or national history.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

2. Development Standards

Development of a Type 1 landmark shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

b. Type 2 Landmarks**1. Intent**

Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, or somewhat rare or distinctive architectural design;
- (ii) The work of an architect of statewide or local importance;
- (iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or
- (iv) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 2 landmark (see Appendix B: Type 2 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
- (ii) Conserve the structure's original interior and exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

c. Type 3 Landmarks**1. Intent**

Type 3 landmarks (see Appendix B: Type 3 Landmarks) include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;

- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 3 landmark (see Appendix C: Type 3 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

(5) Front Yard Setback and Minimum Off-Street Parking Standards

a. Front Yard Setbacks

Notwithstanding front yard setback standards in the underlying base zoning district, the following front yard setback standards apply in the OV-HP District.

1. Minimum Setback

There shall be no minimum front yard setback.

2. Maximum Setback

The maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for properties on the same block face.

b. Minimum Off-Street Parking Requirements

Minimum off-street parking requirements shall be 50 percent of the requirements established in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces.

ORDINANCE NO.: 2022-014

Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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 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 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1010 Edgefield Street and TMS# 09107-13-19 containing 0.16 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 6, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09107-13-19

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:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-014
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.16 of an acre, more or less, on a plat prepared for Painted Porch Inc., by Cox and Dinkins, Inc. dated January 21, 2020, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2462 at page 3017. Being more particularly shown and delineated on a plat prepared for David Johnson and Emily Kluttz by Inman Land Surveying Company, Inc. dated June 9, 2021, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2647 at page 346. Reference to said latter plat is made for a more complete and accurate description.

LEGAL DEPARTMENT DRAFT

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

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

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Parcel "A", containing 0.16 of an acre, more or less, on a plat prepared for Painted Porch Inc. by Cox and Dinkins, Inc. dated January 21 2020, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2462 at page 3017. Being more particularly shown and delineated on a plat prepared for David Johnson and Emily Kluttz by Inman Land Surveying Company, Inc. dated June 9, 2021, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2647 at page 346. Reference to said latter plat is made for a more complete and accurate description.

Richland County TMS: 09107-13-19

Property Address: 1010 Edgefield Street

Emily Rose Kluttz
 Emily Kluttz

Date: 01/19/2022

David Johnson
 David Johnson

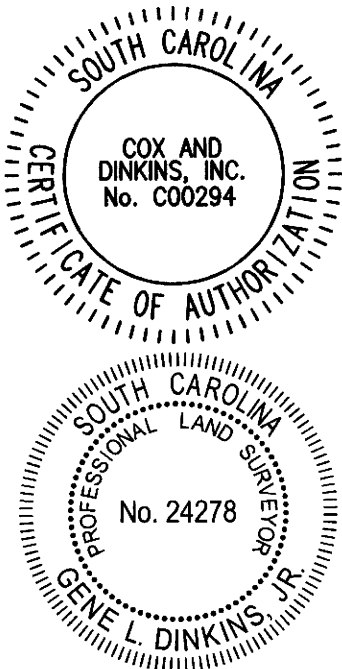
Date: 01/19/2022

Easements and/or restrictions may exist on the subject property which are not shown hereon.



Book 2462-3017
Plat Oversized
2020002994 01/17/2020 14:40:33:597
State Tax: \$0.00
County Tax: \$0.00
Fee: \$25.00
John T. Hopkins II
Richland County R.O.D.
2020002994

EDGEFIELD STREET



THE PURPOSE OF THIS PLAT REVISION IS TO SUBDIVIDE RICHLAND COUNTY TAX PARCEL 09107-13-01 (0.40 ACRE) INTO TWO PARCELS. PARCEL "A" WILL BECOME 0.16 ACRE (7,087 S.F.) AND PARCEL "B" WILL BECOME 0.23 ACRE (10,125 S.F.), AFTER THE APPROVAL & RECORDATION OF THIS PLAT.

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	40.91'	50.00'	N 59°34'17" W	39.78'	45°53'00"
C2	48.08'	50.00'	N 08°27'37" W	46.25'	55°05'32"

PLAT
PREPARED FOR

PAINTED PORCH INC.

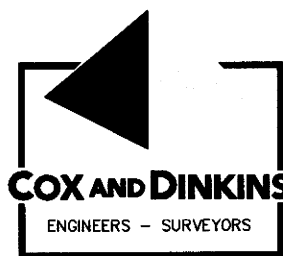
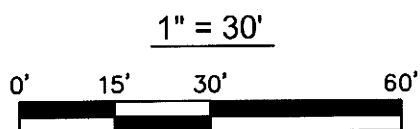
RICHLAND COUNTY, NEAR COLUMBIA, S.C.

SUBJCT PARCEL BEING COMPRISED OF LOT NO. 9 AND A WESTERN AND MINOR PORTION OF LOT NO. 10, BLOCK NO. 8, ON PLAT OF A PROPOSED SUBDIVISION OF A PORTION OF ALTA VISTA, BY TOMLINSON ENGR. CO., DATED JULY 29, 1947, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK "P", PAGE 110. REFERENCE IS ALSO MADE TO DEED RECORDED IN RICHLAND COUNTY DEED BOOK NO, 650, PAGE 647.

JANUARY 2, 2020

REVISIONS:

1. REVISED 01.10.2020 TO SUBDIVIDE PARCEL INTO PARCELS "A" & "B".



COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

FLOOD STATEMENT:

THE SUBJECT PROPERTY APPEARS IN FLOOD ZONE "X" ON FLOOD INSURANCE RATE MAP (F.I.R.M.), PANEL NUMBER 45079C0243 L, EFFECTIVE DATE OF DECEMBER 21, 2017; THEREFORE, THE SUBJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

NOW OR FORMERLY
Whitney McCormack &
Nick McCormack
TMS # 09107-13-15

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 1/17/20

RCF # AD20-00B

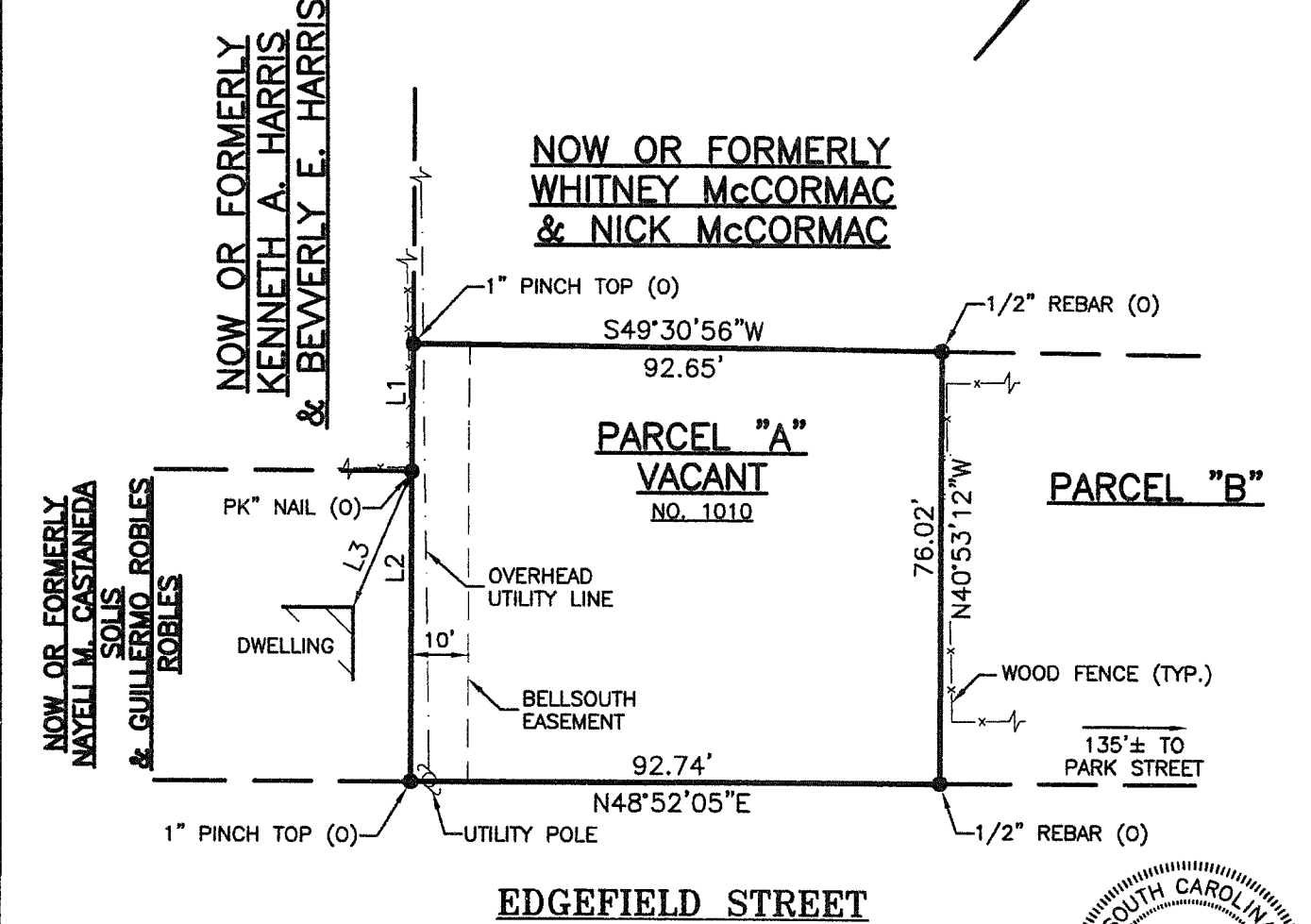
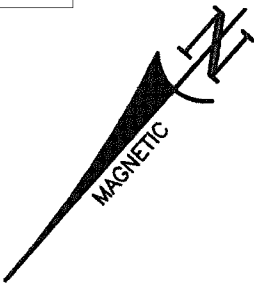
Signature [Signature]

DRAWER

THE TOTAL AREA SHOWN IS EQUAL TO 0.40 ACRE (17,212 S.F.).

Book 2647-346
2021049489 7/26/2021 11:54:56:937 Plat Standard
Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00
2021049489 John T. Hopkins II Richland County R.O.D.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S40°43'52"E	22.46'
L2	S40°51'01"E	54.60'
L3	S17°50'35"E	26.21'



PLAT PREPARED FOR:
DAVID JOHNSON & EMILY KLUTTZ
RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

DATE: JUNE 9, 2021

PROJECT NO.: 21158-01

SCALE: 1"=30'

TOTAL AREA = 0.16 ACRE
RATIO OF PRECISION = 1/10,000
AREA BY COORDINATE METHOD

REFERENCE:
THE SAME BEING SHOWN AND DESIGNATED AS PARCEL "A", ON PLAT PREPARED FOR PAINTED PORCH, INC., BY COX & DINKINS, INC., DATED JANUARY 2, 2020, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2462, PAGE 3017.

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

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A SURVEY OF AN EXISTING LOT OF RECORD WITH NO CHANGES TO EXISTING LOT LINES.

Richard P. Inman
RICHARD P. INMAN
P.L.S. NO. 13385

- NOTES:
- 1. THIS PROPERTY IS POSSIBLY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
 - 2. THIS PROPERTY MIGHT HAVE UNDERGROUND UTILITIES THAT ARE NOT VISIBLE AT THE SURFACE.
 - 3. NO FLOOD ZONE INSPECTION AT THIS TIME.

INMAN LAND SURVEYING COMPANY, INC.
2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201
PHONE 252-1797 FAX 252-1798

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 31, 2022

RE: **Property Address:** 1010 Edgefield Street
Richland County TMS#: 09107-13-19
Owner(s): Emily Kluttz and David Johnson
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Mixed High Density (RM-HD)
Proposed City Zoning: Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 1
Census Tract: 6

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 **February 10, 2022** 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

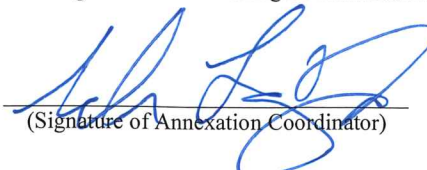
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, 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
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 8 - D on 2/10/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-2, OV-HP (Zoning classification) by 8 - D on 2/10/22 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

17.d



2

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



0 40 80 160
Feet

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.
ISA

Packet Pg. 179

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. Zoning: RM-HD, Proposed City Zoning: RM-2, OV-HP

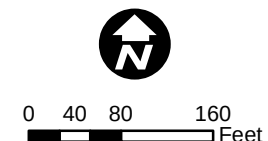
17.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



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

Packet Pg. 180

Dear Ms. Hasty,

We are writing in opposition to the proposed annexation into the city of the property located on Edgefield Street. The lot was created by subdividing a larger parcel. As such, the property owner should have known it was in unincorporated Richland County when it was purchased. This annexation request gives the appearance of a property owner attempting to extract some perceived increase in property value by being located inside the city. It is our hope that your deliberations will include the consideration of the value of surrounding properties and the quality of life for nearby homeowners like us.

In short, our objections focus on three areas of concern:

- The proposed annexation creates a hodgepodge of service delivery for our block.
 - The city does not maintain any of the streets in the immediate area. The roads are maintained by the state and Richland County.
 - If the city approves the annexation request, the lot would be the only parcel in the immediate area within the city limits.
 - The proposed annexation creates problems of political representation for those attempting to obtain help from elected officials in the area.
 - There is no logical reason for annexation. Should the city approve the request, it would be tantamount to gerrymandering of the municipal limits. It gives the impression the city is cherry picking lots with new construction in this neighborhood.
- Related to the point about service delivery, we have found in our more than 20 years in our home and in this neighborhood that the city is not as responsive as Richland County to quality-of-life issues.
 - Richland County is more responsive to noise complaints.
 - Richland County is more responsive to issues related to zoning violations.
 - Richland County is more responsive to complaints of nuisance animals and excessive dog barking. With the proposed annexation, you potentially are putting these matters, quite literally, in our back yard.
- The proposed annexation puts our property at risk for annexation and, as a result, higher property taxes. We bought our home more than 20 years ago because it was in unincorporated Richland County. We do not want our property to be within or contiguous to the city limits.

Thank you for your time and consideration. It is our hope you will decline the request and preserve the character and integrity of the area.

Respectfully,

Kenneth and Beverly Harris

Grajales, Leydi Y

From: Livengood, Andrew
Sent: Monday, March 14, 2022 10:17 AM
To: K & B Harris; COC Board Meeting
Subject: RE: [EXTERNAL] Proposed Annexation, 1010 Edgefield St., TMS#: 09107-13-19
Attachments: AnnexFactSheetResidential_2021Nov.pdf

Good morning Mr. & Mrs. Harris,

Your email has been received and I will forward it to the City Clerk for tomorrow's City Council meeting. Thank you for sharing your comments.

If you don't mind, I would like to take this opportunity to address a couple items, and please feel free to reach out to me personally at Andrew.Livengood@columbiasc.gov or 803-545-3217 if you have any questions.

- Importantly, your property is already contiguous to the City limits (across Lyles Street). Every other residence in your area is either already contiguous to the City, or is already within the City. We would certainly welcome you or your neighbors into the City of Columbia, however the City will not gain a greater ability to annex your property as a result of the annexation of 1010 Edgefield Street.
- Contrary to the conventional wisdom, most homeowners save money when they annex into the City. In fact, your 2021 real estate tax bill would have been \$211.11 LOWER if you were in the City limits. This is because the small increase in taxes is offset by the elimination of the \$323.70 solid waste fee that is included on your tax bill. Your water & sewer bill would also decrease.

I know that I only touched on a couple of items- if you do wish to call me, I'd appreciate hearing more from you about your service concerns.

Thank you for your time,
 Andrew

Andrew Livengood Annexation Coordinator
 Planning and Development Services
 1136 Washington Street, 3rd Fl, Columbia, SC 29201
 Phone: 803-545-3217
Andrew.Livengood@columbiasc.gov
Annexation@columbiasc.gov
www.ColumbiaSC.gov/annexation

From: K & B Harris [mailto:kenbeh@att.net]
Sent: Sunday, March 13, 2022 9:10 PM
To: COC Board Meeting <COCBoardMeeting@columbiasc.gov>
Subject: [EXTERNAL] Proposed Annexation, 1010 Edgefield St., TMS#: 09107-13-19

Some people who received this message don't often get email from kenbeh@att.net. [Learn why this is important](#)

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.



Residential Annexation

If your property or your neighborhood is contiguous—or adjacent to—the City of Columbia, you may be eligible for annexation into the City of Columbia. City residents enjoy a high level of service and usually save money compared to their neighbors outside of the City.

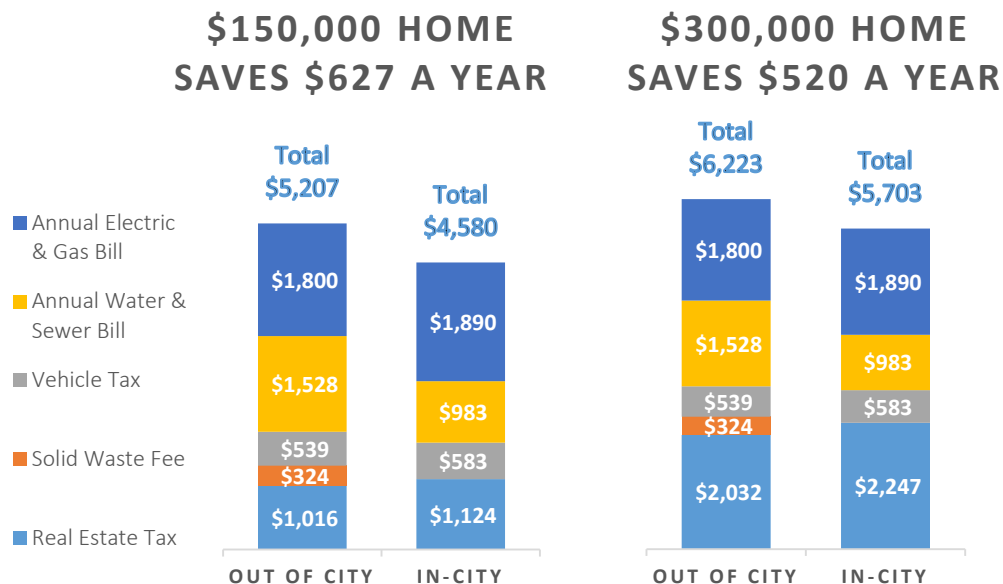
We can't answer all your questions here! Visit www.ColumbiaSC.gov/annexation or contact us at 803.545.3217 or annexation@columbiasc.gov for more information.

What is Annexation?

Annexation is the legal process where land is incorporated into the boundaries of a town or city. In South Carolina, the process starts after petition from property owners or resident voters.

How do I benefit by annexing?

- **Service** –City residents enjoy an enhanced level of service and available programs, including our accredited Police Department, our fantastic garbage and recycling service, our community and small business programs, and much more!
- **Representation** – As a City resident, your representation in local government increases. You will be represented by a City Council Member for your district, two at-large Council Members, and the Mayor. You keep your County Council Member after annexing.
- **Participation** - In addition to being able to vote in City elections, you are encouraged to participate in one of our over 93 neighborhood associations, apply to serve on one of our boards and commissions, and otherwise join with everyone who makes Columbia great.
- **Savings** - Most homeowners **save money** when they annex. For a modest increase in your tax rate when you annex, the cost of garbage and recycling are bundled in, City-provided water and sewer rates are lower, and the Insurance Safety Office PPO rating is improved. In fact, the average homeowner can expect to **save about \$500-600 each year!**



The examples above are based upon the most recent tax year (2021) for the 1UR and 1LR tax districts and assumes the average residential water & sewer use (8 units/mth), \$20,000 vehicle value, and an average \$150 monthly electric & gas bill. Every homeowner is different - to learn how your unique circumstances would be affected by annexation, contact us or visit www.columbiasc.gov/annexation.

Contact: Andrew Livengood
Annexation Coordinator
1136 Washington Street, 3rd Fl
Columbia SC 29201

Annexation@ColumbiaSC.gov
(803) 545-3217
www.ColumbiaSC.gov/Annexation

Residential Annexation

How can I annex my property?

To request annexation, you simply need to contact the Annexation Coordinator at annexation@columbiasc.gov or (803) 545-3217, who can help you determine if you are eligible for annexation and will work with you to generate a petition for you to sign. If you have neighbors also interested in annexation, ask about a group petition. Either way, City Council needs to review and vote to approve the annexation.

Will I have to pay two tax bills if I annex?

No, your property tax bill will include City taxes along with the other taxes you pay for County-wide services. Furthermore, unlike in unincorporated areas, there is no added annual solid waste fee on the tax bill for properties in the City of Columbia.

What is a “Donut Hole”?

A donut hole is a property or group of properties entirely surrounded by the City (or in some cases, the City and another town or city). These are often areas that were developed prior to being adjacent to the City limits, and result in a patchwork of City, County, and private services in the area.



A “donut hole”

Will annexation change my schools?

No. School districts are separate legal entities, and their boundaries are unaffected by annexation. Likewise, school attendance zones are set by your school district, not the City of Columbia. There are three school districts within the City of Columbia – Richland One, Richland Two, and Lexington-Richland Five.

Will annexation change the zoning of my property?

In most cases, the zoning district of newly annexed land will be similar to the zoning district prior to annexation. However, the City of Columbia, Richland County, and Lexington County all have different Zoning Ordinances, so in this sense all annexations result in a rezoning, also known as a zoning map amendment. If you have specific questions or plans for your property, please contact us for a consultation about zoning and land use classification for your property.

What is a declaration of covenant for water or sewer service?

The City is not obliged to provide any services beyond its boundaries. When a property owner wishes to obtain services from the City but it is not within or adjacent to the City limits, the property owner can sign a binding agreement to have the property annexed after it becomes adjacent to the City limits. These documents are recorded at the County Court House and are also known as a “declaration of covenant”.

If there is a declaration of covenant on my property, when will the City annex my property?

It depends. State law requires that a property be adjacent – or contiguous – to the City limits in order to annex, and it is difficult to predict when your property may become contiguous. Even if your property is contiguous, the City wants to be certain to be able to provide the same high level of service to all our existing and new residents and may wish to wait until conditions warrant. However, if you are interested in annexing, please contact us!

Contact: Andrew Livengood
Annexation Coordinator
1136 Washington Street, 3rd Fl
Columbia SC 29201

Annexation@ColumbiaSC.gov
(803) 545-3217

www.ColumbiaSC.gov/Annexation



CITY COUNCIL

March 15, 2022 at 4:00pm

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

Zoning Text Amendment Case Summary

Amend Chapter 17, Appendix D (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street)

Proposal:	Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.
Pertinent Sections:	Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	02/10/2022; Approval (8-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A. The text in red and underlined is the proposed addition.

Chapter 17, Appendix D: Historic Sub-District Boundaries

Earlewood Protection Area

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and further identified on the following tax maps: AREA A. TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01 through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10, 19; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-

20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04- 01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

The proposed updated map for the Earlewood Protection Area Design Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

Staff recommends City Council approval of the changes to the Unified Development Ordinance and Earlewood Protection Area Design Guidelines.

ORDINANCE NO.: 2022-019

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries is amended to read as follows:

Earlewood Protection Area

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and further identified on the following tax maps:

AREA A.

TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01 through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10, 19; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04-01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

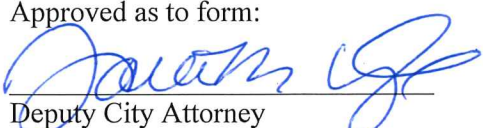
LEGAL DEPARTMENT DRAFT

Requested by:

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

MAYOR

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 1810 Allen Benedict Court, TMS# 11408-03-01

Council District:	2
Proposal:	Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).
Applicant:	Gerald A. Lee, Chao and Associates, Inc.
Staff Recommendation:	Approval
PC Recommendation:	02/10/2022; Approval (8-0)
ZPH, 1st Reading:	03/15/2022; Pending
2nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 15.3 acres
Current Use: Multi-family Residential
Proposed Use: Mixed-Use Multi-Family Residential
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Residential Mixed District (RM-2)
Proposed Zoning: Mixed-Use District (MU-2)

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 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 the Redevelopment of East Central City*](#) (2004), within Cluster Four. The Plan's site analysis identified the property as an area for potential revitalization (Section 3A, Page 1). The Plan suggests a land use of Mixed Use Development for the subject property (Section 4A, Page 1). The plan identifies the property as a tier three catalyst (Catalyst 4-1), and states: "The site should be developed as mixed-use development with residential and office elements as well as a small neighborhood retail component" (Section 5, Page 39).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Residential Mixed District (RM-2). The abutting properties in the City of Columbia have base zoning of Mixed-Use District (MU-2) to the North, Residential Mixed District (RM-2) and Office and Institutional District (O-I) to the East, Institutional-General District (INS-GEN) to the South, and Community Activity Center/Corridor (CAC) to the West.

The proposed zoning district is Mixed-Use District (MU-2).

Residential Mixed District (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

Mixed-Use District (MU-2)

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern. Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

STAFF RECOMMENDATION

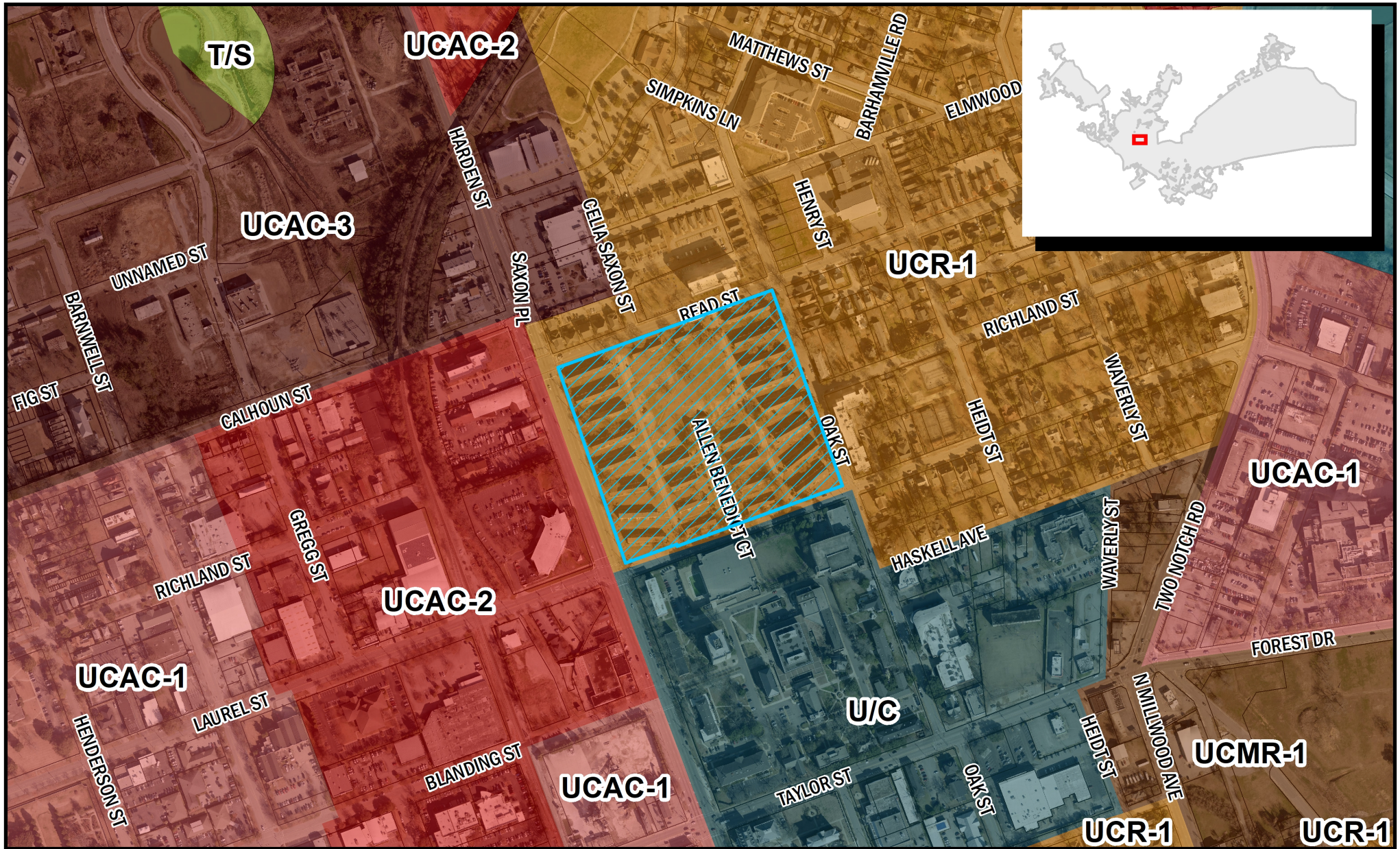
Staff finds that the proposed zoning change is consistent with the surrounding zoning, with the Comprehensive Plan land use classification and supports the recommendations of the East Central City area plan and therefore recommends **approval** of the request.



Future Land Use Map

1810 Allen Benedict Court, TMS# 114
Current FLU: UCR-1

19.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/6/2022



We Are Columbia



0 125 250 500
Feet

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.
IS A

Packet Pg. 193

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1810 Allen Benedict Court, TMS# 1140 19.a
Current Zoning: RM-2, Proposed Zoning: MU-2



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/6/2022



We Are Columbia



0 100 200 400
Feet

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

Packet Pg. 194

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-018

*Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County
TMS # 11408-03-01*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1810 Allen Benedict Court, Richland County TMS# 11408-03-01; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 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 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1810 Allen Benedict Court and TMS# 11408-03-01, and as shown in Attachment A, is hereby rezoned from Residential Mixed District (RM-2) to Mixed-Use District (MU-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-019

*Authorizing consumption of beer and wine beverages only at Outfest Columbia
in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022*

WHEREAS, SC Pride ("Sponsor") is sponsoring Outfest Columbia a SC Pride Fundraiser in the 1200 block of Park Street between Gervais Street and Lady Street from 12:00 p.m. until 10:00 p.m. on Saturday, June 4, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1200 block of Park Street between Gervais Street and Lady Street from 8:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1200 block of Park Street between Gervais Street and Lady Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, June 4, 2022, 12:00 p.m. until 10:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1200 block of Park Street between Gervais Street and Lady Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case

basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 12:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 9:30 p.m. on Saturday, June 4, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1200 block of Park Street between Gervais Street and Lady Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1200 block of Park Street between Gervais Street and Lady Street, with the exception of the parking area and any other

areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 4, 2022, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

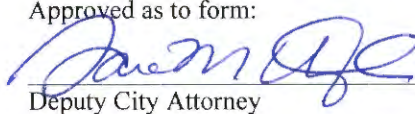
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	January 28, 2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Jeff March, President SC Pride Movement 931-D Senate St. 29201 803-269-6326 marchnsc@yahoo.com
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	5,000+		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	OUTFEST Columbia		
DATE(S) OF EVENTS: (multiple day can be on one request)	June 4, 2022 (Always the first Saturday of June-official Pride Month)		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	None		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1200 block Park Street, Vista Between Gervais and Lady St. Main Stage (City Stage) at intersection of Lady and Park.		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1200 Block of Park Street. ONE LANE of Lady Street closest to 1200 block of Park St. so Stage can be properly placed and centered. Close this lane beginning at Lincoln Street up to Park St.		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	8am-11pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)	Noon-10pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR*) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)	Noon-9:45pm		

"DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM" When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 867, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

"Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. *ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasec.gov
Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argos; (803) 545-0287; jessica.argos@columbiasec.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasec.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasec.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasec.gov - street closing

Last revised: 9/1/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Jeff March/OUTFEST Columbia, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1200 Block of Park Street
(Location for Assignment)

for the time period of June 4, 2022 Noon-10pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

Print Form

CITY OF COLUMBIA APPLICATION FOR PARADE PERMIT

Name of Person Seeking Permit Jeff March Date Feb 2, 2022

Address 36 Woodwind Court Columbia 29209 Phone 803-269-6326

Signature [Signature]

Organization Asking for Permit South Carolina Pride Movement

Address 931-D Senate Street Columbia 29201 Phone 803-269-6326

Name of Parade Chairman Hunter Harley

Address Atlanta, Georgia Phone 803-331-3980

Date of Proposed Parade October 14, 2022 Assembly Time 4:00pm

Starting Time 7:15-7:30pm (Dark) Termination Time 9pm ish

Parade Route:

Assembly Area: Main Street, Laurel Street and Blanding Streets (between Assembly and Sumter St)

Starting Point: Main Street and Laurel Street

Route: Main Street to Main Stage Area (Corner of Main and Lady St-Right on Lady St. towards Assembly st.

Termination Point: Lady and Assembly Streets

Number Participating in Parade: Persons 1000

Animals (describe) Never had any to my knowledge

Vehicles (describe) Floats, convertibles, trucks, cars. Golf carts and motorcycles possibly.

Purpose of Parade To Support the LGBT community through the SC Pride Parade and Festival.

PARADE PERMIT

- ☐ Granted as applied for:
- ☐ Granted as applied for with the following conditions (see attachment):
- ☐ Denied - Reason: _____
- ☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina

RESOLUTION NO.: R-2022-022

Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022

WHEREAS, South Carolina Carnival ("Sponsor") is sponsoring the South Carolina Carnival Block Party in the 1800 block of Main Street between Laurel Street and Richland Street on June 11, 2022 with a rain date contingency of Saturday, July 16, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1800 block of Main Street between Laurel Street and Richland Street from 9:00 a.m. until 9:00 p.m. for set up, clean up, staging, crowd control and overflow of the outdoor event to be held from noon until 8:00 p.m.; and for patrons to consume beer and wine beverages only during the hours of noon until 7:30 p.m. on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at in the 1800 block of Main Street between Laurel Street and Richland Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, June 11, 2022 from noon to 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1800 block of Main Street between Laurel Street and Richland Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of noon and 7:30 p.m. on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 11, 2022 the 1800 block of Main Street between Laurel Street and Richland Street shall be closed on Saturday, July 16, 2022. The hours of operation

for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	2/6/2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#) CAROLINA'S CARIBBEAN CULTURE FESTIVAL (803)795-5270 southcarolinacarnival@gmail.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	SOUTH CAROLINA CARNIVAL BLOCK PARTY	
DATE(S) OF EVENTS: (multiple day can be on one request)	6/11/2022	
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	7/18/2022	
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	MAIN STREET BETWEEN LAUREL AND RICHLAND	
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1800 BLOCK OF MAIN STREET	
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	9 AM TO 9 PM	
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	NOON TO 8 PM	
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	NOON TO 7:30PM	

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

COVID-19 Safety Plan

COMPANY NAME: CAROLINA'S CARIBBEAN CULTURE FESTIVAL
 PLACE OF BUSINESS: 212 SPREADING BRANCH DRIVE, HOPKINS SC 29061
 PROJECT NAME: SOUTH CAROLINA CARNIVAL BLOCK PARTY
 PROJECT OWNER: LISA SMALL
 SAFETY PLAN LEAD NAME AND CONTACT INFORMATION: LISA SMALL (803)795-5270
 DATE ISSUED: 3/19/2021
 DATE UPDATED:

In response to the novel coronavirus disease (COVID-19) pandemic, Carolina's Caribbean Culture Festival (the Company) has developed a COVID-19 Safety Plan.

This Safety Plan relies on a common understanding of a "multiple barrier approach" to reduce exposure and/or transmission of the COVID-19 virus.

Barriers include:

- Multiple Entry Points with hand sanitizer at each entry point
- Signs at the Entry point urging Patrons to use their mask
- Masking – face masks as recommended by CDC
- Social distancing – aware of yourself and others, maintain 6-ft separation
- Screening off the Stage area to allow for effective social distancing
- Work planning – to maximize social distancing
- Have a certified nurse and a 1st Aid Station set up close to the entrance
- Personal Protective Equipment (PPE) – as appropriate
- Additional spacing between vendors (fewer vendors)
- Screens; mask and hand sanitizing requirements for all Vendors
- Additional tents with masks and hand sanitizer throughout the venue
- Separate area for Patrons who can demonstrate proof of the Covid vaccine

We will educate our staff on all the procedures prior to the Event. We will notify each vendor of the additional requirements prior to the Event. Each vendor will be checked on the day of the Event for proof of compliance before they are allowed to set up at the venue. We will be actively updating and managing the plan and our response as we receive new information or updated guidelines.

Our Safety Plan Lead (or designees) will be providing the training on the plan and will be posting additional information.

All safety information will be provided in other languages as needed.

PURPOSE OF PLAN

The purpose of this plan is to identify and communicate the Company's COVID-19 Safety Plan for protecting the health of our patrons; volunteers and our festival attendees. This plan is effective immediately in response to the current COVID-19 pandemic.

Personnel will ask attendees a few questions prior to letting them in, and will request that they leave the event, should they exhibit signs or symptoms.

People with these symptoms or a combination of systems may have COVID-19:

- Cough;
- Shortness of breath or difficulty breathing;

Or at least two of these symptoms:

- Fever;
- Chills;
- Repeated shaking with chills;
- Muscle pain;
- Headache;
- Sore throat;
- New loss of taste or smell.

CLEANING AND DISINFECTION

We plan to have a designated volunteer on stage to clean and sanitize shared equipment.



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, CAROLINA' CARIBBEAN CULTURE FESTIVAL, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1800 BLOCK OF MAIN STREET
(Location for Assignment)

for the time period of Saturday June 11th; 8am to 9pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

CITY OF COLUMBIA APPLICATION FOR PARADE PERMIT

Name of Person Seeking Permit CAROLINA' S CARIBBEAN CULTURE FESTIVAL **Date** 2/6/2022
Address 212 SPREADING BRANCH DRIVE **Phone** 8037955270
Signature _____

Organization Asking for Permit CAROLINA' S CARIBBEAN CULTURE FESTIVAL
Address 212 SPREADING BRANCH DRIVE, HOPKIN SC 29061 **Phone** 8037955270

Name of Parade Chairman LISA SMALL
Address 314 WESTWOOD AVENUE **Phone** 8037955270

Date of Proposed Parade SATURDAY JUNE 11TH **Assembly Time** 12 NOON
Starting Time 1PM **Termination Time** 3PM

Parade Route:

Assembly Area: ELMWOOD AND MAIN
Starting Point: ELMWOOD AND MAIN
Route: MAIN TO RICHLAND; RICHLAND TO MARION; MARION TO BLANDING; BLANDING TO HARDEN; HARDE

Termination Point: ELMWOOD AND MAIN

Number Participating in Parade: Persons 100
Animals (describe) NONE
Vehicles (describe) MUICTRUCK ; WATER VEHICLE

Purpose of Parade CARIBBEAN CARNIVAL PARADE

PARADE PERMIT

- ☐ **Granted as applied for:**
☐ **Granted as applied for with the following conditions (see attachment):**
☐ **Denied - Reason:** _____
☐ **Alternative Permit will be granted with the following conditions:** _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

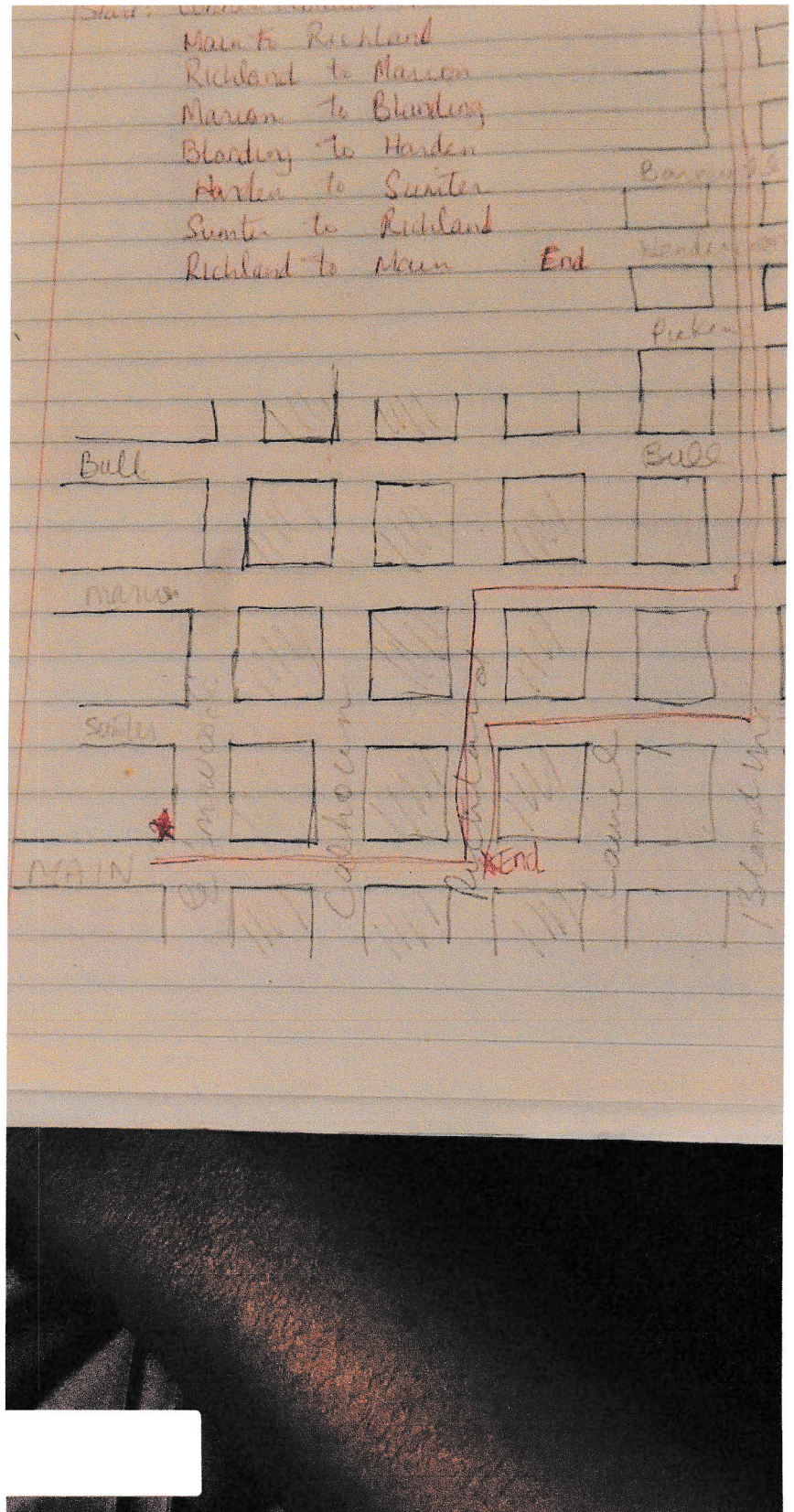
Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

 Office of the Chief
 Columbia, South Carolina

20211025_070931.jpg

Open with ZIP Extractor





MEMORANDUM

TO: Columbia City Council
CC: Teresa Wilson, City Manager
FROM: Krista Hampton, Director of Planning and Development Services
DATE: March 4, 2022
RE: Abandoned Building Tax Credit Certification – Harden Street Properties

Included for your consideration on the March 15, 2022 City Council agenda is a resolution to certify four properties in the 900 Block of Harden Street as meeting the definition of Abandoned Properties according to the South Carolina Abandoned Buildings Revitalization Act. This act provides for a property or income tax credit for the qualified redevelopment of properties substantially abandoned for five years or more.

This request is pursuing the state income tax credit and there will be no negative fiscal impact to the City of Columbia. The certification process was a provision the South Carolina Department of Revenue included in the most recent amendments to the act and states that an owner may request that the local governing jurisdiction certify that the property both meets the definition of an abandoned building and that the geographic area is consistent with the act.

The project is a mix of commercial uses to include:
950 Harden Street is the new location of the Spectrum retail/service location
936 Harden Street is the soon to open Flying Biscuit Cafe
946 and 948 Harden Street are available for lease

Staff reviewed the background documents related to these properties and finds that they meet the requirements of the act.

RESOLUTION NO.: R-2022-023

Certifying Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, GL Malibu, LLC, a South Carolina limited liability company (the "Taxpayer"), is the owner and developer of certain real property located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01 (the "Properties"); and,

WHEREAS, the Properties are located within the city limits of Columbia, South Carolina; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the Taxpayer has requested that the City certify that the Building Sites are abandoned as authorized by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1) as of the date of the filing of the Notice of Intent; and

Section 2. The geographic area of the sites is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

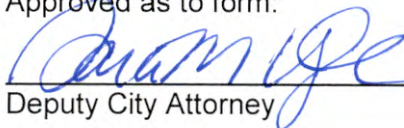
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

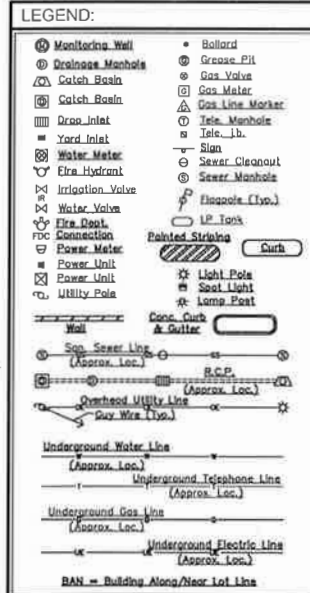
Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

NOTES:

- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND SERVICES ARE UNKNOWN. UNDERGROUND UTILITIES SHOWN WERE PAINTED BY OTHERS.
- 2) THE TOTAL NUMBER OF PAINTED PARKING SPACES ON THE SUBJECT PROPERTY IS EQUAL TO 0.
- 3) THIS SUBJECT PROPERTY IS LOCATED IN ZONE "46", BY GRAPHIC PLOTTING AND SCALED LOCATION ONLY, ON FLORIDA PLANNING RATE MAP (PRM), DATED 1988.
- 4) REFERENCE MARK USED IS LOCAL MONUMENT DESIGNATED "SOUTH CAROLINA POPULATION CITY", ELEVATION=3122.1 (feet) (NAVD 88 DATUM), AS TAKEN FROM NGS DATA SHEET. <http://www.ngs.noaa.gov/>. DISTANCES SHOWN ARE GROUND DISTANCES, BEARINGS REFERENCED TO SC GRID NORTH.



EXEMPTION FROM REVIEW PROCESS
This is a SURVIVAL of an existing lot of record with no changes to existing lot lines.
/s/ _____
(SC Registered Surveyor)
Printed Name: J. Don R. Smith, Jr.
License #: 13517

PLAT				CERTIFICATION:									
PREPARED FOR Campus & Main RICHLAND COUNTY, COLUMBIA, S.C				I hereby state that to the best of my professional knowledge, information, and belief, the map(s) shown herein, was/were made in accordance with the requirements of the Statute of Professional Liability for Surveying in South Carolina, and I make it/they the achievement for a Class A, (or) on specific (or) other (or) there are no white or black dots or projections other than shown.  LAND SURVEYOR NO. 13517 A DON BARKER, JR.									
SCALE: 1" = 20' 		TAX MAP NUMBER: 11405-07-01, --03, -04, -05, -06, -07, -10, -17, -18, -19, -20, -22, -23, & -25		BOOK: 745-30; 573-24; 079-63; 770-73; 220-1		CHK: 5		SF: 166-42 & 207-17		FILE: 7E220-01(Boun-2).dwg		BY: 20	

- REFERENCES:
- 1) A PLAT PREPARED FOR HARDEN STREET 1, LLC, BY COX AND DINKINS, INC., DATED SEPTEMBER 13, 2008, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK 1230, PAGE 1323.
 - 2) A PLAT PREPARED FOR REUBEN AND OWENS, BY ANGEY CARTER, NOT DATED, AND RECORDED IN PLAT BOOK "B", PAGE 103.
 - 3) A PLAT PREPARED FOR LMB INVESTMENTS, LLC, BY COX AND DINKINS, INC., DATED JANUARY 10, 2007, RECORDED IN BOOK 1285, PAGE 2731.
 - 4) A PLAT PREPARED FOR SARAH PEPPER ROBINSON, BY TOLMOUNG ENGR. CO., DATED MARCH 17, 1944, AND RECORDED IN PLAT BOOK "3", PAGE 120.
 - 5) A PLAT PREPARED FOR UDAYAN THAKKAR & JAYSHREE PUJARA, BY BAXTER LAND SURVEYING CO., INC., DATED MAY 20, 1696, AND RECORDED IN PLAT BOOK 3107.
 - 6) A PLAT PREPARED FOR LESLIE A. MINERO, BY BAXTER LAND SURVEYING CO., INC., DATED JULY 25, 2002, AND RECORDED IN RECORD BOOK 689, PAGE 2787.
 - 7) A PLAT PREPARED FOR ORBIT ENTERPRISES, BY COX AND DINKINS, INC., DATED FEBRUARY 5, 1986.
 - 8) A PLAT PREPARED FOR MAYNAY, LLC, BY COX AND DINKINS, INC., DATED FEBRUARY 8, 2006, AND RECORDED IN BOOK 1153, PAGE 2252.
 - 9) A PLAT PREPARED FOR LMB INVESTMENTS, LLC, BY COX AND DINKINS, INC., DATED JUNE 22, 2011.
 - 10) A PLAT PREPARED FOR CHARLES E. PEEST CONTROL, BY COLLINGWOOD SURVEYING, INC., DATED OCTOBER 28, 2005, REVISED ON FEBRUARY 13, 2006.
 - 11) A PLAT PREPARED FOR HARDEN STREET 1, LLC, BY COX AND DINKINS, INC., DATED NOVEMBER 24, 2014, AND RECORDED IN BOOK 1892, PAGE 1674.
 - 12) A PLAT PREPARED FOR NATHALIE B. WAY, BY STEADMAN ASSOCIATES, INC., DATED MAY 31, 2005, AND RECORDED IN RECORD BOOK 1601, PAGE 1601.
 - 13) A PLAT PREPARED FOR J.P. MORGAN CHASE, N.A., BY COX AND DINKINS, INC., DATED MAY 14, 2014, AND RECORDED IN BOOK 1947, PAGE 1081.
 - 14) A PLAT PREPARED FOR THOMAS C. LEIFNER, BY DRAFTS SURVEYING, INC., DATED JULY 28, 2005, AND RECORDED IN BOOK 1005, PAGE 858.
 - 15) A PLAT PREPARED FOR EMILY D. HARPER, BY WILLIAM WINGFIELD, DATED JANUARY 2, 1959, AND RECORDED IN PLAT BOOK 12, PAGE 283.

Harden Street Abandoned Building Tax Credit

22.c



© All Pictometry

RESOLUTION NO.: R-2022-024

Adopting City of Columbia Use of Force Policy

BE IT RESOLVED this ____ day of _____, 2022 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Use of Force Policy attached hereto. This policy replaces and supersedes all previous use of force policies of the City or its departments.

Requested by:

William H. Holbrook, Chief of Police

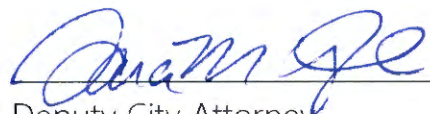
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

MEMORANDUM



To: Ms. Teresa Wilson, City Manager
From: Chief W.H. "Skip" Holbrook *WHA*
Date: March 14, 2022
Re: Use of Force Policy Revision Summary

The Columbia Police Department is accredited through the Commission on Accreditation for Law Enforcement Agencies (CALEA). CPD has received the advanced accreditation level (highest level awarded) through maintaining 460 national standards for policy and procedure. In August of 2020, CALEA made several changes to their standards as part of normal updates. Once published, standards are adopted by participating agencies. CALEA requires a written directive (policy) that explains how agencies comply with standards.

Prior to the CALEA standards updates, the department had already made minor revisions to the use of force policy. However, during our May 2021 on site review, the assessor noted other changes that required immediate attention. These changes related specifically to duty to intervene, de-escalation, rendering medical aid, vascular neck restrictions and chokeholds. Accordingly, we revised our use of force policy to reflect the new CALEA standards.

On April 1, 2022, the Columbia Police Department is scheduled for its CALEA re-accreditation full commission review. In preparation of the review, all high liability policies, such as use of force, go through legal review and require Council approval. Therefore, as a matter of administrative process, the revised policy is included on the March 15, 2022 council agenda for approval.

Below is the use of force policy change summary:

<u>Section</u>	<u>Description</u>
1.0	REMOVAL – Information regarding Use of Force Packet <i>Note: Guidelines on packet completion were moved to a stand-alone Standard Operating Procedure document.</i>
2.0	REMOVAL – Definitions regarding:

Back-up Weapon;
 Mobile Field Force;
 Off-Duty Weapon; and
 Service Weapon

Note: These items were moved to a new General Order for Lethal and Less-than-Lethal Weapons

REMOVAL – Definitions regarding:

Use of Force Packet
 Use of Force Report

Note: These items were moved to the Use of Force Standard Operating Procedure document

ADDITION – Definitions regarding:

Authorized Restraints;
 Serious Use of Force;
 Use of Force;
 Lawful Purpose;
 Conducted Electrical Weapon;
 Objectively Reasonable; and
 Provocation

3.0

REMOVAL – Inspection and Approval of Weapons to include subsections regarding: Department Issued Weapons and Department Approved Weapons

Note: These items were moved to the General Order for Lethal and Less-than-Lethal Weapons

ADDITION – General Regulations section to include guidelines regarding:

De-escalation;
 Verbal Warning;
 Dialogue and Command;
 Medical Requirements (overall);
 Positional Asphyxia Precautions; and
 Duty to Intervene

4.0

REMOVAL – Weapon Training section to include:

Initial Certification;
 Annual Weapons Training/Re-certification; and
 Light Duty Restrictions

Note: These items were moved to the General Order for Lethal and Less-than-Lethal Weapons

MOVED (within Document) – Procedures for the Use of Less-than-Lethal Force

Note: These guidelines were in the previous Use of Force General Order

- 5.0 **ADDITION** – Procedures Following the Use of Less-than-Lethal Force to include general guidelines for:
 Medical Treatment;
 Documentation;
 Witness Reporting; and
 Additional Reporting Requirements

Note: For documentation and reporting purposes, a more in-depth process is provided to personnel in the Use of Force Standard Operating Procedure document.

- 6.0 **REMOVAL** – Lethal Weapons section to include sub-sections:
 Service Weapon, Shotguns;
 Patrol Rifles;
 Back-Up Weapons;
 Carrying Off-Duty Handguns;
 Approval Process for Personally Owned Back-Up Handguns;
 Personally Owned Back-Up and Off-Duty Weapon Restrictions;
 Personally Owned Back-Up and Off-Duty Weapon Records;
 Firearms Qualification;
 Failure to Maintain Proficiency with Issued Service Weapon;
 Failure to Maintain Proficiency with Other Authorized Firearms;
 Servicing of Firearms;
 Storage of Firearms/Weapons While Off-Duty; and
 Storage of Firearms within the Department

Note: These items were moved to the General Order for Lethal and Less-than-Lethal Weapons

MOVED (within Document) – Use of Deadly Force section to include:
 Carotid Artery Holds and Choke Holds;
 Prohibited Acts;
 Medical Treatment (general);
 Documentation;
 Notification; and
 Additional Reporting Requirements

Note: For documentation and reporting purposes, a more in-depth process is provided to personnel in the Use of Force Standard Operating Procedure document.

- 7.0 **ADDITION** – Use of Force Prohibited Acts section to include the following:
 An officer shall not use physical force:

1. To punish or retaliate;
2. Against individuals who only confront them verbally, unless the vocalization significantly impedes a legitimate law enforcement function and creates an immediate safety concern (e.g., incitement to violence or destruction of property, threats to officers or others);
or
3. On handcuffed or otherwise restrained subjects, except in exceptional circumstances when the subject's actions must be stopped to prevent injury, escape, or destruction of property. In such circumstances, officers shall articulate:
 - a. Why force was necessary, and
 - b. Why no effective alternative to the use of force appeared to exist.

8.0 **MOVED** (within Document) – Administrative Duty Status section

9.0 **ADDITION** – Force Review Board
Note: The Force Review Board detailed section is currently a Special Order and will be placed in the Internal Affairs General Order (02.06)

10.0 **ADDITION** – Cross-Reference section



COLUMBIA POLICE DEPARTMENT

"Policing Excellence through Community Partnerships"

Directive Type: General Order	Effective Date: 09-01-2021	General Order Number: 01.02 Council Resolution: R-
Subject: <i>Use of Force</i>		
Amends/Supersedes: Section 01, Chapter 02, Use of Force, 2020	Chief of Police:	
Distribution: All Personnel	Review Date: July 1	# of Pages: 11

1.0 POLICY

The Columbia Police Department recognizes and respects the value and sanctity of human life and emphasizes the importance of treating all people with dignity and respect. The goal of every encounter is voluntary compliance.

Vesting officers with the lawful authority to use force to protect the public welfare requires a careful balancing of all human interests. Therefore, officers will only use the minimum amount of force necessary to accomplish lawful objectives. When using force, an officer shall continuously reassess the perceived threat in order to select the reasonable use of force response, or one that is proportional to the perceived threat faced.

2.0 DEFINITIONS

Authorized restraints: handcuffs, belly chain restraint systems, leg restraints or any other device authorized by the Chief of Police or his designee that is used to restrain an individual.

Carotid artery hold ("sleeper" hold or "v" hold): any technique which is applied in an effort to control or disable a person by applying pressure or force to the carotid artery or the jugular vein or the sides of the neck with the intent or purpose of controlling a person's movement by constricting the flow of blood to and from the brain.

Choke hold: A physical maneuver that restricts an individual's ability to breathe for the purposes of incapacitation.

Conducted Electrical Weapon (CEW)/Electronic Control Device: A battery-operated, conducted energy device that uses compressed gas to propel two probes to a target. The probes remain connected to the weapon by wire to administer an electrical shock which disrupts the person's voluntary motor response.

Deadly Force: Physical force that carries a substantial risk of causing serious physical injury or death.

Duty to Intervene: All police employees have a duty to intervene to prevent another officer who is about to use excessive or unnecessary force or engage in other misconduct.

Lawful Purpose: A use of force must be for a lawful purpose. Officers may use reasonable force in the performance of their duties to:

1. Effect a lawful arrest, detention, or search;
2. Overcome resistance or prevent escape;
3. Prevent the commission of a crime;
4. Defend themselves or others;
5. Gain compliance with a lawful order; or
6. Prevent a person from injuring himself/herself – however, an officer is prohibited from using lethal force against a person who presents only a danger to himself/herself and does not pose an imminent threat of serious bodily injury or death to another person.

Less-than-lethal Force: Physical force that carries a minimal likelihood of causing serious physical injury or death.

Less-than-lethal Weapon: A weapon used to control a person's resistance through the application of strikes, blocking techniques, chemical agents or Conducted Electrical Weapons that carry a minimal likelihood of causing serious physical injury or death.

Objectively Reasonable: Officers must make split-second decisions regarding the use of force in circumstances that are tense, uncertain, and rapidly evolving. Reasonableness of force is based on circumstances known by the officer at the time each instance of force is used. This is an objective standard judged from the perspective of a reasonable officer in the moment rather than with the benefit of hindsight.

There are many components that factor into objectively reasonable decisions to use force, including all of the following:

1. The purpose of the use of force (was it lawful?);
2. Efforts to de-escalate the situation;
3. The proportionality of force used to force encountered;
4. The nature, seriousness, and immediacy of the threat encountered;
5. Whether the officer's actions unnecessarily or recklessly escalated the situation.

Lethal Weapon: A weapon or instrument whose use is likely to cause serious physical injury or death.

Officer: For the purpose of this policy, an officer is any employee of the City of Columbia that is authorized by the City to carry a less-than-lethal weapon as part of their duties. This includes all City of Columbia police officers as defined above, Community Safety Officers, and Park Rangers.

Passive Resistance: Physical actions that do not prevent the officer's attempt to control a subject. For example, a subject who remains in a sitting, standing, limp or prone position with no physical contact with other individuals.

Police Officer: For the purpose of this policy, a police officer is any employee of the City of Columbia that is a sworn law enforcement officer, duly certified by South Carolina Law Enforcement Training Council according to S. C. Code §23-23-40. This includes Class I and Class III officers of the Columbia Police Department, City of Columbia Municipal Court, and the Columbia Fire Department as well as duly appointed State Constables acting in support of the Department.

Positional Asphyxia: also known as postural asphyxia is a form of asphyxia which occurs when someone's position prevents the person from breathing adequately. Positional asphyxia also may be a result of the policing technique known as "prone restraint", used by police, corrections, military, or health care staff.

Provocation: includes conduct that may create or contribute to a need to use force that might not otherwise be necessary. This can include searches, detentions, and entries into residences. It can also include exchanges or other acts, intentional or reckless, that provokes the subject or contributes to the need to use force. Such conduct must be documented and considered in determining whether the officer unnecessarily or recklessly escalated the situation.

Reasonable belief can be described as the facts or circumstances the officer knows, that would cause an ordinary and prudent person to act or think in a similar way under similar circumstances. For the purposes of this Policy, the term "reasonably" shall mean "having a reasonable belief".

Reported injury: Articulated claim of harm to a person that may or may not be visible.

Serious physical injury: Any bodily injury that creates a substantial risk of death, causes serious permanent physical disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Serious use of force: actions by officers including:

- a. All firearm discharges by an officer with the exception of range and training incidents, discharges at animals, and accidental discharges resulting in no injury;
- b. All use of force by an officer resulting in a serious physical injury;
- c. All head strikes with an impact weapon;
- d. All incidents where a person receives a bite from a CPD canine;
- e. All uses of force by an officer involving the use of neck restraint or techniques intended to restrict a subject's ability to breathe; and
- f. All other uses of force resulting in a death.

Use of Force: any physical coercion used on an individual to enforce compliance with an order from an officer.

- a. The following actions are designated "reportable uses of force":
 1. Deadly force;
 2. Serious use of force;
 3. Use of less-than-lethal weapon;
 4. Any use of force indicating potential criminal conduct by an officer; and
 5. Any use of force resulting in injury or a complaint of injury or pain where the injury or pain is directly associated with an officer's use of force.
- b. The following actions are designated "reportable events" as long as the use of force does not result in injury or a complaint of injury or pain:
 1. All solo or team takedowns, where there is no complaint of pain or injury, and
 2. The display and pointing of a firearm and Conducted Electrical Weapon/Electronic Control Device at, or in the direction of, another person when no other force was used.

NOTE: Minor injury or discomfort resulting from the application and general wearing of handcuffs is not, in and of itself, considered a "reportable use of force" or a "reportable event".

Weaponless Force: Empty hand control techniques, such as the use of pressure points, joint locks, takedowns, punches, and kicks, etc.

*All definitions shall be included and reviewed during annual in-service training

3.0 GENERAL REGULATIONS

a. De-escalation, Verbal Warning, Dialogue, and Commands

1. Where time, location, distance, communication and circumstance permit, and considering the safety of officers and the public, officers shall attempt to de-escalate situations through verbal dialogue and other de-escalation techniques. The goal of de-escalation techniques is to slow down or stabilize the situation so that additional time and resources can be used to resolve the situation with a minimal amount of force, when possible.
2. If reasonable, an officer will identify him or herself as a police officer and issue a verbal warning before using any force. A verbal warning, dialogue or commands are not required in a split-second situation or if the officer reasonably believes that it would place the safety of the officer or another person in jeopardy.

b. Medical Requirements

1. After any force response is employed and as quickly as reasonably possible, officers shall:
 - i. Conduct a visual and verbal check of the subject to ascertain whether the subject is in need of medical care;
 - ii. Request medical assistance if needed or if requested

NOTE: Any reported injury will be considered to be of sufficient gravity for the officer on the scene to summon EMS for the determination of appropriate medical care.

 - iii. Render the appropriate medical aid the officer is trained and certified to apply as soon as the scene is safe; and
 - iv. Notify a supervisor.

c. Positional Asphyxia Precautions

1. In order to avoid asphyxiation, police officers shall:
 - a. Whenever possible, avoid tactics that may impede a subject's ability to breathe, result in chest or throat compressions, or airway blockage.
 - b. Position the individual in a manner to allow free breathing once the subject has been controlled and placed under custodial restraint using handcuffs or other authorized methods.
2. Police officers are prohibited from:
 - a. Placing a person in a prone position (i.e. lying face down) for a prolonged period of time or during transport except during exigent circumstances.
 - b. Employing unauthorized use of restraints while transporting a subject in a vehicle.

d. Duty to Intervene

Employees will take appropriate and immediate action in any situation in which they know or should have known their failure to act would result in an excessive use of force or egregious behavior which shocks the conscience.

Every employee, regardless of rank, title, seniority, or status, has an affirmative duty to take steps to prevent any use of force that is illegal, excessive, or otherwise inconsistent with such policies, regulations, and laws, if possible, before a fellow employee uses excessive, illegal, or otherwise inappropriate force. Every employee has a duty to immediately report any improper use of force.

4.0 PROCEDURES FOR THE USE OF LESS-THAN-LETHAL FORCE

Officers shall use only the degree of force that is reasonable, necessary, and proportional considering the totality of the circumstances, including the subject's mental and physical condition, the nature of the offense, and most importantly the level of resistance or threat known to the officer at the time.

4.1 Use of less-than-lethal force

An officer's decision to use less-than-lethal force upon another person shall involve one or more of the following considerations:

1. To defend him or herself or another person from physical harm.
2. To restrain or subdue a resistant individual.
3. To bring an unlawful situation safely and effectively under control.

Community Safety Officers and Park Rangers are authorized to use less-than-lethal force only to protect themselves from harm.

Police Officers are authorized to use approved less-than-lethal force techniques and city-issued less-than-lethal weapons when such use is reasonable and necessary. Officers should assess the situation to determine what technique or weapon will most effectively de-escalate the incident, while using the minimum amount of force necessary to do so.

In non-violent passive protests, less-than-lethal force will not be deployed unless there is an imminent threat to the officer or another person's safety.

4.2 Less-than-lethal options

Police Officers who are authorized and trained in the use of specialized equipment may use the issued equipment pursuant to a standard operating procedure approved by the Chief of Police or his/her designee.

The use of less-than-lethal options is not considered deadly force.

Approved less-than-lethal equipment includes, but is not limited to:

- Chemical Irritants
- Expandable Baton
- Conducted Electrical Weapon (CEW)/Electronic Control Device (ECD)
- Less-than-lethal Shotgun with bean bag rounds

- Canine

4.3 Oleoresin Capsicum (OC) Spray and Chlorobenzalmalononitrile (CS) Chemical Agents

1. Oleoresin Capsicum (OC) Spray

OC spray is not an absolute; officers must be prepared to utilize alternative techniques or weapons in order to de-escalate the incident and bring the situation safely under control. The use of OC spray shall be guided by the following;

- OC spray should not be deployed at distances less than three feet or more than twenty feet (excluding tactical applications).
- Deploying OC spray should be avoided when infants, children, or elderly persons are in close proximity.
- OC spray shall not be used on a subject who has ceased to actively resist or is fleeing on foot.
- Once the subject is incapacitated or restrained, the use of OC spray is no longer justified.
- Decontamination/medical assistance must be rendered as soon as the threat of injury to officers or others has been resolved.

2. Chlorobenzalmalononitrile (CS) Chemical Agents

- As with OC spray, CS is not an absolute; officers must be prepared to utilize alternative techniques or weapons in order to de-escalate the incident and bring the situation safely under control.
- An officer will only use CS when trained to do so and authorized by the Chief of Police or his/her designee.

4.4 Expandable Baton

Once the subject has ceased to resist or has been restrained, additional strikes are **not** justified.

If a subject upon whom an expandable baton was used requests medical assistance, complains of excessive pain, or is unable to move or bear weight on an extremity, the police officer shall request EMS to evaluate the subject.

4.5 Conducted Electrical Weapon (CEW)/Electronic Control Devices (ECD)

CEWs/ECDs may be used to restrain violent individuals where alternative restraint tactics fail or are reasonably likely to fail and/or where it would be unsafe for officers to approach a subject to apply restraints. The CEW/ECD is not intended to be a substitute for other less-than-lethal force options. The decision to use a CEW/ECD will rest with the police officer authorized to use the weapon but may be overridden by an on-scene supervisor. However, the decision by a police officer not to use a CEW/ECD shall not be overridden.

1. Use of CEWs/ECDs

- Police officers will use an initial 5-second energy burst in an attempt to gain compliance.
- Police officers will re-evaluate the person's level of resistance after the initial burst and may then use additional 5-second cycles to gain compliance if necessary.

- iii. Police officers must be mindful that multiple activations increase the risk of death or injury to the person.
- iv. Once the subject has ceased to resist or has been restrained, the additional use of the CEW/ECD is not justified.
- v. A supervisor and EMS will be called to the scene of any use of a CEW/ECD.
- vi. Any discharge, accidental or intentional, of a CEW/ECD shall be reported to the supervisor immediately.

2. The CEW/ECD shall not be used:

- i. In deadly force situations unless another police officer is present to use deadly force if needed;
- ii. In the proximity of flammable liquids, gases, or any other highly combustible material which may be ignited by sparks. This includes the use of a CEW/ECD upon any individual who may have been exposed to combustible substances or liquids such as gasoline;
- iii. In the presence of chemical agents (OC spray, tear gas, etc.) unless there is certainty that the chemical agent does not contain any flammable components;
- iv. To force compliance from a person who is passively resisting;
- v. At distances greater than is recommended by the manufacture of the cartridge;
- vi. If the officer determines that the location of the subject is such that the loss of muscular control and subsequent fall is likely to result in serious physical injury or death;
- vii. On persons who are known to be elderly, pregnant, medically/mentally challenged, or of a very young age unless exigent circumstances exist;
- viii. On a person who is in control of a vehicle that is moving or in gear;
- ix. By intentionally aiming at the eyes, face, neck, or genital areas of the subject or allowing for an extended energy burst;
- x. On fleeing suspects.

3. Removal of CEW/ECD Probes and Medical Treatment

- i. Certified CEW/ECD Officers may remove probes as prescribed by the manufacturer's recommendations. Officers will ensure that subject control has been established by way of handcuffing prior to probe removal.
- ii. Probes attached to any area of a subject's head, neck, groin, and breast or embedded broken probes in any area of the body will require medical treatment and shall not be removed by officers.
- iii. Upon the removal of the probes, officers will inspect the probe to insure that the needle tip is intact and has not been broken off. If the probe has been compromised, officers will search the immediate area in an attempt to locate the broken needle tip. All CEW/ECD probes as well as recovered broken tips will be treated as a biohazard and secured with the used cartridge in accordance with the manufacturers' instructions.

- iv. When possible, CEW/ECD wounds shall be photographed (documentation must be provided if photographs are not possible).

4.6 Impact Munitions

1. Only officers who have successfully completed an approved training course shall be certified and authorized to deploy impact munitions.
2. Impact munitions may be used only when an officer is confronted with:
 - i. Active aggression that is occurring or is imminent risk, against him or herself or another person; or
 - ii. Destruction of property which creates an imminent risk to the lives and safety of others.
3. Impact munitions may not be used against a person who is under restraint.
4. The use of impact munitions must cease when the violent or destructive actions cease.
5. Impact munitions may not be used for the purpose of apprehension or to otherwise prevent escape unless escape would present a substantial risk of imminent threat to loss of life or serious bodily injury.
6. When circumstances permit, the supervisor on scene shall make an attempt to accomplish the policing goal without the use of impact munitions.
7. If practical, a warning shall be given to the subject before deployment of the weapon.
8. Impact munition weapons must be equipped with readily identifiable markings and should never be loaded with lethal ammunition.
9. All impact munitions should be verified to be less-than-lethal ammunition by the squad leader prior to being issued to a grenadier and loaded into an impact munitions weapon.

4.7 Canines

The use of specially trained police canines to apprehend or secure suspects constitutes a Use of Force. Officers may only use that degree of force that is reasonably necessary to apprehend or secure a person.

Whenever a canine is deployed for the purpose of gaining compliance, intimidation, or to locate or secure suspects, the handler shall document such use through the Use of Force Report and the incident report.

Canines shall not be deployed against a crowd, except to respond to a threat of death or serious bodily injury to a member of the public or to an officer.

If the Canine is deployed and has bitten or scratched an individual or has alleged to have done so, whether or not in the line of duty, the handler shall perform the following:

- Render aid and request medical assistance through EMS.
- Advise a supervisor.
- Take color photographs of the individual and affected area, if possible, prior to and following medical treatment.

- Complete a Use of Force packet detailing the event.

5.0 PROCEDURES FOLLOWING THE USE OF LESS-THAN-LETHAL FORCE

a. Medical Treatment

- Officers shall follow the requirements of this General Order in Section 3.0(b), “General Regulations/Medical Requirements”.
- A supervisor will be notified and shall respond to the scene of all reported injuries.
- If EMS determines that a person requires transport to the emergency room, the supervisor will assign a police officer to accompany EMS. The assigned police officer shall remain with the person until released into custody by authorized medical personnel or until the police officer is properly relieved.
- Upon the release of the person into police custody by authorized medical personnel, release documents shall be obtained prior to transporting the subject to jail. A copy of documents shall be included in the Use of Force Packet.

b. Documentation

- Officers who use less-than-lethal force on a subject will notify their supervisor.
- For all reportable use of force, supervisors must thoroughly investigate the incident and provide documentation in accordance with a standard operating procedure approved by the Chief of Police or his designee.
- Officers must document in an incident or supplemental report when no use of force occurred but a person in custody sustains visible injuries while fleeing from police or while in custody. Example includes:
 1. A subject flees from arrest and injures himself;
 2. A subject injures himself in any manner while handcuffed or in police custody.
- For all reportable events, officers will document the occurrence in an incident report or supplemental report.

c. Witness of use of a less-than-lethal force

Any employee who witnesses a use of force that is required to be reported will notify a supervisor immediately.

d. Notification

The supervisor will notify the Watch Commander as soon as possible whenever a reportable Use of Force occurs.

e. Additional Reporting Requirements

Additional reporting requirements may be required through written directives approved by the Chief of Police, in compliance with national standards such as the Commission on Accreditation of Law Enforcement and implemented by the Office of Professional Standards.

6.0 USE OF DEADLY FORCE

The application of deadly force is a measure to be employed only in the most extreme circumstances if other lesser means of force have failed or could not be reasonably employed under the totality of the circumstances.

A police officer may use deadly force only when:

- *He/she believes the force is objectively reasonable under the totality of the circumstances or that such force is necessary to protect him/her or others from the imminent danger of serious physical injury or death.*

OR

- *To prevent the escape of a fleeing felon who the police officer reasonably believes based upon the totality of the circumstances is attempting to escape by means of a deadly weapon or who, by conduct or other means, indicates that he presents an imminent threat of serious physical injury or death to others unless apprehended without delay.*

6.1 Carotid Artery Holds and Choke Holds

Carotid artery holds and choke holds are prohibited unless deadly force is authorized.

6.2 Prohibited Acts

An officer will not discharge his or her firearm under the following circumstances:

- As a warning shot.
- When circumstances indicate that discharging a firearm would endanger the safety of an innocent person.
- From a moving vehicle or at a moving vehicle, unless deadly force is being used against the officer or another person and the officer reasonably believes that no other option is available.
- When confronted with an oncoming vehicle, an officer will not position him or herself into the path of the vehicle, but will take all reasonable steps to move out of the way.

6.3 Medical Treatment

Officers shall follow the requirements of this General Order in Section 3.0(b) "General Regulations/Medical Treatment".

A supervisor will be called to the scene of all reported injuries.

If EMS determines that a person requires transport to the emergency room, the supervisor will assign a police officer to accompany EMS. The assigned police officer shall remain with the person until released into custody by authorized medical personnel or until the police officer is properly relieved.

6.4 Documentation

Any officer who uses deadly force will immediately contact his or her supervisor.

Officers will report all uses of deadly force in accordance with a standard operating procedure approved by the Chief of Police or his/her designee.

6.5 Notification

The supervisor will notify the Watch Commander as soon as possible whenever deadly force is used.

Any use of force incident that results in serious physical injury or death shall immediately be referred to the State Law Enforcement Division (SLED) by the Chief of Police or his/her designee for investigation.

Upon completion of SLED's investigation, the incident will be referred to an appropriate prosecuting authority for final review.

6.6 Additional Reporting Requirements

Additional reporting requirements may be required through written directives approved by the Chief of Police.

7.0 USE OF FORCE – PROHIBITED ACTS

An officer shall **not** use physical force or any other force for any of the following:

1. To punish or retaliate;
2. Against individuals who only confront them verbally, unless the vocalization significantly impedes a legitimate law enforcement function and creates an immediate safety concern (e.g., incitement to violence or destruction of property, threats to officers or others); or
3. Against individuals who do not have the means, opportunity or ability; A mere threat is not enough to justify force; or
4. On handcuffed or otherwise restrained subjects, except in exceptional circumstances when the subject's actions must be stopped to prevent injury, escape, or destruction of property. In such circumstances, officers shall articulate:
 - a. Why force was necessary, and
 - b. Why no effective alternative to the use of force appeared to exist.

8.0 ADMINISTRATIVE DUTY STATUS

To address the emotional needs of employees whose actions result in the serious bodily injury or death of another person, the employee will be placed on "Administrative Duty" status pending referral to the South Carolina Law Enforcement Assistance Program (SC LEAP) or another psychological service provider. Assignment to "Administrative Duty" status shall be non-disciplinary with no loss of pay or benefits.

Officers will remain on "Administrative Duty" status until:

- Determined "fit for duty" by the psychological service provider;
- The conclusion of the investigation of the incident; and/or
- Determined by the Chief of Police

9.0 FORCE REVIEW BOARD

All Use of Force investigations will be reviewed by the Force Review Board, as directed by the Chief of Police or his/her designee.

10.0 USE OF FORCE ANALYSIS

The Police Department's Professional Standards Division will conduct an annual analysis of all reportable use of force incidents to determine:

- Date and time of incidents;
- Types of encounters resulting in use of force;
- Trends or patterns related to race, age and gender of subjects involved;
- Trends or patterns resulting in injury to any person including employees; and
- Impact of findings on policies, practices, equipment, and training.

The result of the analysis will be shared with the Training Unit for training, best practices and policy review and forwarded to the Chief of Police, who shall make the results public through an annual report to City Council.

11.0 EMPLOYEE ANNUAL REVIEW

This General Order will be reviewed in its entirety annually during in-service training.

12.0 CROSS REFERENCES

- General Order 01.01 (Employee Ethics and Law Enforcement Authority)
- General Order 01.03 (Police Emergency Vehicle Operation and Motor Vehicle Pursuit Policy)
- General Order 02.06 (Internal Affairs)
- General Order 05.15 (Prisoner Transportation, Fugitives and Extraditions)
- General Order 01.08 (Lethal and Less-than-Lethal Weapons)
- Use of Force Standard Operating Procedures



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley M. Jenkins, City Manager Office

DATE: March 14, 2022

SUBJECT: Tax Modernization Committee (Adhoc Committee)

Purpose: The Mission of the Tax Modernization Committee is to develop a plan to reduce commercial, small business and renter (homes and apartments) property taxes to a level that makes the Columbia area competitive with its peer cities across South Carolina. This committee should have recommendations to the Council in six months.

Composition: The existing ad hoc tax study committee will transition to a longer-term committee. The Mayor will select two new members to replace council members that will not be returning and designate his choice to be chair. There will also be an additional four citizens appointed by the Mayor to bring the total committee to seven members.

Action: Council is asked to appoint Steve Taylor, Scottie Smith-Hughes and James Bennett to the Tax Modernization Committee, as requested by The Honorable Daniel J. Rickenmann, Mayor.

Name	Role	Appointment Date	Start	Appointment Expiration Date
The Honorable Daniel J. Rickenmann,	Mayor	02/15/2022		
The Honorable Joe E. Taylor, Jr.,	Interim Chair	02/15/2022		
The Honorable Edward H. McDowell, Jr.		02/15/2022		
Jeff Palen	Staff Liaison	02/15/2022		
Vacant	Citizen appointment	02/15/2022		
Vacant	Citizen appointment	02/15/2022		
Vacant	Citizen appointment	02/15/2022		
Vacant	Citizen appointment	02/15/2022		

To: City Clerk Erika Hammond

From: Richland County Board of Voter Registration and Elections

Date: February 22, 2022

Re: Municipal Election Expenses

Attached you will find a breakdown of expenses for your 2021 Municipal Election held on Tuesday, November 2, 2021 and City of Columbia Runoff Election held on November 16, 2021. Please note that from September 2021 - December 2021, the Richland County Board of Voter Registration and Elections prepared, conducted and concluded seven elections, which took place on four separate days.

Richland/Lexington School Board District 5 Special Election - Tuesday, October 12, 2021

Richland School Board District 1 Special Election - Tuesday, October 26, 2021

City of Columbia Municipal Election - Tuesday, November 2, 2021

Town of Irmo Municipal Election - Tuesday, November 2, 2021

Town of Blythewood Municipal Election - Tuesday, November 2, 2021

Town of Arcadia Lakes Municipal Election - Tuesday, November 2, 2021

City of Columbia Runoff Election- Tuesday, November 16, 2021

All costs associated with pre-election day staff, delivery truck rentals, and the assistance of the RC Sheriff's Department have been broken down evenly as absentee, machine delivery and programming for each of these elections were conducted simultaneously. Specific costs associated with Election Day workers, absentee ballots and applications mailed, venue rental fees and Election Day ballot costs were broken down per election. You will not be charged for county employee overtime wages, retirement fees or advertisement.

If a further breakdown is needed, please reach out to Director Alexandria Stephens at stephens.alexandria@richlandcountysc.gov or Deputy Director Terry Graham at graham.terry@richlandcountysc.gov.

Please make check payable to:
 Richland County Treasurer
 2020 Hampton Street
 Post Office Box 11947
 Columbia, SC 29211

Please pay within 30 days of this notice.

City of Columbia Municipal Election Expenses
November 2, 2021 and November 16, 2021

25.b

Number of Precincts: 82 (76 Polling Locations)

Absentee: 2

Total: 82 precincts/ 76 locations

Total Registered Voters: 82,272

Cost Components	Account Number	Account Name	Total
Administrative:			
Copies for Poll Managers	521300	Copy Machine	*\$150.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	*\$150.00
Ballots:			
Absentee Application Postage (.58 @716)			\$415.28
Absentee Ballot Postage (\$1.40 @1,324)			\$1,853.60
Absentee Ballots	521000	Ballots, Ballot Stock, Office Supplies	\$2,653.76
Ballot on Demand and Test ballot	521000	Ballots, Ballot Stock, Office Supplies	\$273.60
Ballot Stock paper BMD	521000	Ballots, Ballot Stock, Office Supplies	\$60.80
Emergency Ballots	521000	Ballots, Ballot Stock, Office Supplies	\$2,334.72
Failsafe Ballots	521000	Ballots, Ballot Stock, Office Supplies	\$748.16
Machine Delivery:			
Truck Rental	522600	Service Contracts	\$2,021.32
Security/Traffic Control:			
Richland Sheriff's Department	526500	Professional Services	\$807.00
Personnel Costs:			
** Absentee/Failsafe workers/Office Staff (Election Day/Night) Equipment loaders/ Unloaders, Call Center, Absentee Counters	511800	Temp Employment Agency	\$29,398.44
** Office Staff (Pre Election) for Absentee/VR/Elections	526501	Temp Employment Agency	\$12,740.21
** Poll Clerks @ \$195 per election	511800	Temp Employment Agency	\$27,690.00
** Assistant Clerks @165 per election	511800	Temp Employment Agency	\$10,395.00
** Poll Managers @ \$135 per election	511800	Temp Employment Agency	\$86,805.00
** Polling Location Technicians @\$350 at polling locations (Note: 12@\$350 for 11/16 & 12 at \$350/4 municipalities for 11/2)	511800	Temp Employment Agency	\$5,250.00
Precincts:			
Rent/Custodial Fees - 3 facilities @ \$500(2), \$100(2), \$120(1), \$80(1)	526300	Rent	\$1,400.00
Total:			\$184,846.89

City of Columbia Municipal Election Expenses
November 2, 2021 and November 16, 2021

25.b

* Flat fee for supplies

****Election Day Workers 11-2-21**

Poll Clerks	70
Assistant Clerks	33
Poll Managers	339
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	17
Office Staff Pre Election	34
Polling Location Technicians at polling locations	12
Election Day Total Workers:	505

****Election Day Workers 11-16-22**

Poll Clerks	72
Assistant Clerks	30
Poll Managers	304
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	17
Office Staff Pre Election	34
Polling Location Technicians at polling locations	12
Election Day Total Workers:	469